

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° 3094

24 octobre 2014

SOMMAIRE

Alan Allman Associates International ...	148477	Hipergest S.A.	148472
Alpinvest S.A.	148466	Humboldt Multi Invest B S.C.A., SICAV-FIS	148472
Armstral Finance S.A.	148509	Ichtus S.A.	148471
Bellamy S.A.	148512	IMMO20 S.à r.l.	148471
Biogene Agrobusiness S.A.	148512	Initi International SPF S.A.	148470
Biotoscana Seamar Family Luxco S.à r.l.	148510	Inluxa Group	148470
Choucas S.A.	148469	International Business Event	148470
Colonnade Holdco N° 10 S.A.	148467	International Business Event	148471
Constellation Brands Europe Trading S.à r.l.	148466	Jarkride S.A.	148472
Courlux (Europe) S.A.	148468	Jupiter International Holdings S.à r.l. ...	148470
Crestyl Luxembourg S.A.	148469	K-Constructions Sàrl	148471
Element Six Ventures S.à r.l.	148469	Lainal S.C.I.	148474
Energie Electrotechnique S.à r.l.	148466	Lehnkering HoldCo S.à r.l.	148475
Euronav Luxembourg S.A.	148468	Lennon J1 Sàrl	148475
Euronic S.A. SPF	148467	Le Pique Assiette S.à r.l.	148473
Eurotrade A.G.	148467	LGIG Objekt Donau S.à r.l.	148475
F.02 Masterbuilders	148466	Livingston Luxco Sàrl	148482
Farad International S.A.	148468	Loth-Haus S.à r.l.	148506
Fiduo	148468	Magic Production Group (M.P.G.) S.A. ..	148504
First State European Diversified Infrastructure Feeder Fund II SCA, SICAV-SIF	148482	Maison du Lit S.à r.l.	148474
FSC Luxembourg S.A.	148508	Majicaule International s.à r.l.	148474
F.T.E. Luxembourg S.A.	148467	Melahel S.A.	148469
Halopeau S.A.	148472	M.F. S.à r.l.	148504
Hanscan Technology S.à r.l.	148473	MGP Mahuta S.à r.l.	148480
Henderson Indirect Property Fund (Europe) Management S.à r.l.	148473	Millen-Eck S.à r.l.	148512
		Moller Green Energy S.à r.l.	148474
		Montreux Holdings S.à r.l.	148473

Alpinvest S.A., Société Anonyme.

Siège social: L-3511 Dudelange, 55, rue de la Libération.
R.C.S. Luxembourg B 122.465.

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

Signature.

Référence de publication: 2014146564/10.

(140167276) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Energie Electrotechnique S.à r.l., Société à responsabilité limitée.

Siège social: L-9511 Wiltz, 33, rue Aneschbach.
R.C.S. Luxembourg B 188.258.

Il résulte d'une réunion du Conseil d'Administration du 22 septembre 2014, que le siège social de la société a été transféré de son adresse actuelle

L - 9516 Wiltz, 32H rue du Chateau

à l'adresse suivante:

L - 9511 Wiltz, 33 rue Aneschbach

Pour extrait sincère et conforme

Signature

Référence de publication: 2014146675/14.

(140166941) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

F.02 Masterbuilders, Société à responsabilité limitée.

Siège social: L-3980 Wickrange, 4-6, rue des Trois Cantons.
R.C.S. Luxembourg B 122.902.

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 F.02 MASTERBUILDERS

FIDUCIAIRE DES PME SA

Référence de publication: 2014146698/11.

(140167211) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Constellation Brands Europe Trading S.à r.l., Société à responsabilité limitée.

Capital social: EUR 25.000,00.

Siège social: L-8308 Capellen, 75, Parc d'Activités.
R.C.S. Luxembourg B 184.502.

EXTRAIT

Par résolutions prises en date du 17 Septembre 2014, l'associé unique de la Société a décidé de nommer M. Nicolas Susgin, né le 14 janvier 1982 à Nancy, France, et ayant son adresse professionnelle au 75, Parc d'Activités, 8308 Capellen, Grand-Duché du Luxembourg, en tant que gérant de catégorie A de la Société avec effet immédiat et ce pour une durée indéterminée.

En conséquence, le conseil de gérance de la Société est désormais constitué des personnes suivantes:

- M. Johannes Marinus van't Zelfde, gérant de catégorie A;
- M. Nicolas Susgin, gérant de catégorie A; et
- M. David E. Klein, gérant de catégorie B.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 22 septembre 2014.

Référence de publication: 2014146619/19.

(140167366) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Colonnade Holdco N° 10 S.A., Société Anonyme.

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

R.C.S. Luxembourg B 124.915.

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Extrait des décisions prises lors de l'assemblée générale des actionnaires tenue en date du 31 juillet 2014

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

Veillez prendre note que:

1. Mr. Georges SCHEUER, administrateur et Président du conseil d'administration, Mr. Arnaud DELVIGNE, et Mme Ruth VON WYL, administrateurs, résident désormais professionnellement à L-2453 Luxembourg, 6, rue Eugène Ruppert.

2. La société à responsabilité limitée Comcolux S.à r.l., commissaire, a transféré son siège social à L-2453 Luxembourg, 19, rue Eugène Ruppert.

Luxembourg.

Pour extrait et avis sincères et conformes

Pour Colonnade Holdco N° 10 S.A.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014146616/19.

(140167115) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Eurotrade A.G., Société Anonyme.

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

R.C.S. Luxembourg B 11.579.

—

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

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

Signature.

Référence de publication: 2014146695/10.

(140167175) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

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

Siège social: L-7619 Larochette, 10-12, rue de Medernach.

R.C.S. Luxembourg B 29.019.

—

Par la présente, je vous signifie ma démission en tant qu'administrateur de votre société EURONIC S.A. SPF, Société anonyme, inscrite au R.C.S Luxembourg sous le numéro B-29019 avec effet au 31 mars 2014.

Fait à Larochette, le 22 septembre 2014.

Pour extrait conforme

Raymonde GOKKE

Référence de publication: 2014146691/12.

(140167206) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

F.T.E. Luxembourg S.A., Société Anonyme.

R.C.S. Luxembourg B 92.629.

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Nous, FFF MANAGEMENT & TRUST S.A., domiciliataire de la société F.T.E. Luxembourg S.A., inscrite au Registre de Commerce et des Sociétés sous le matricule B-92.629, confirmons que le siège social de ladite société au 15, boulevard Roosevelt à L-2450 Luxembourg, est dénoncé à compter du 17 septembre 2014 et que par conséquent la convention de domiciliation conclue le 1^{er} mars 2011 entre les sociétés FFF MANAGEMENT & TRUST S.A. et F.T.E. Luxembourg S.A. est résiliée d'office à cette date en vertu de l'article 5.2 de ladite convention.

Luxembourg, le 17 septembre 2014.

FFF MANAGEMENT & TRUST S.A.

Référence de publication: 2014146697/13.

(140167259) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Euronav Luxembourg S.A., Société Anonyme.

Siège social: L-1258 Luxembourg, 6, rue Jean-Pierre Brasseur.
R.C.S. Luxembourg B 51.212.

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: 2014146689/11.

(140167509) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Farad International S.A., Société Anonyme.

Siège social: L-2519 Luxembourg, 9, rue Schiller.
R.C.S. Luxembourg B 80.587.

Extrait des résolutions prises lors du Conseil d'Administration du 24 juin 2014

Le conseil d'administration accepte que Monsieur Marc Gouden, en sa qualité d'administrateur, élise son adresse professionnelle à partir du 24 juin 2014 à l'adresse 41, Avenue de la Liberté, 1931 Luxembourg.

Luxembourg, le 24 juin 2014.
Certifié sincère et conforme
FARAD International S.A.
Marco Caldana
Administrateur Délégué

Référence de publication: 2014146702/15.

(140166979) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Fiduo, Société Anonyme.

Siège social: L-2530 Luxembourg, 10A, rue Henri M. Schnadt.
R.C.S. Luxembourg B 56.248.

Extrait du procès-verbal du Conseil d'Administration du 3 juin 2014

Le conseil d'administration prend acte de et accepte la démission de Madame Susanna FERRON, demeurant professionnellement au 10A, rue Henri M. Schnadt, à L-2530 Luxembourg, de ses fonctions d'administrateur, avec effet au 28 avril 2014.

Etant donné que le nombre minimum d'administrateurs requis reste maintenu, le conseil d'administration décide de ne pas coopter de nouvel administrateur.

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

Philippe SLENDZAK
Administrateur-délégué

Référence de publication: 2014146704/16.

(140167460) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Courlux (Europe) S.A., Société Anonyme.

Siège social: L-2146 Luxembourg, 53, rue de Merl.
R.C.S. Luxembourg B 103.063.

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

Luxembourg, le 22 septembre 2014.
Courlux (Europe) S.A.
Un mandataire

Référence de publication: 2014146621/12.

(140167538) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Crestyl Luxembourg S.A., Société Anonyme.

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

R.C.S. Luxembourg B 142.999.

—
Extrait des Résolutions de la réunion du conseil d'administration tenue au siège social en date du 15 septembre 2014

Il résulte des résolutions du Conseil d'Administration que:

- Mademoiselle Kathy Marchione a démissionné de son mandat d'administrateur en date du 15 septembre 2014.
- Monsieur Dimitri Peignois, né le 11 août 1981 à Virton (Belgique) résidant professionnellement au 412 F route d'Esch, L-2086 Luxembourg, est coopté administrateur avec effet au 15 septembre 2014.

Son mandat arrivera à échéance lors de l'Assemblée Générale des Actionnaires appelée à délibérer sur les comptes annuels clos au 31 Décembre 2013.

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

Luxembourg, le 19 septembre 2014.

Référence de publication: 2014146623/16.

(140166762) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Choucas S.A., Société Anonyme.

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

R.C.S. Luxembourg B 110.896.

—
Nous sommes au regret de devoir vous présenter notre démission au poste de Commissaire de votre société, enregistrée sous le numéro de RCSL B.110896, à compter du 12 septembre 2014.

Luxembourg, le 12 septembre 2014.

Lut Laget Tax Audit & Accountancy

Anciennement VGD Experts-Comptables Sarl

Commissaire

Lut Laget

L'associée responsable

Référence de publication: 2014146632/15.

(140167510) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Element Six Ventures S.à r.l., Société à responsabilité limitée.

Siège social: L-1255 Luxembourg, 48, rue de Bragance.

R.C.S. Luxembourg B 126.070.

—
Extrait d'une résolution prise par les associés de la société en date du 26 juin 2014:

M. Walter Friedrich Hühn avec adresse professionnelle à Hanauer Landstrasse, 291 - 293, 60314 Frankfurt, Allemagne a démissionné de son mandat de gérant de Classe A de la société avec effet au 26 juin 2014.

M. Adrian Wilson avec adresse professionnelle au King's Ride Park, Ascot, Berkshire SL5 8BP, Royaume-Uni, a été élu gérant de Classe A de la société avec effet au 26 juin 2014.

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

Luxembourg, le 19 septembre 2014.

Référence de publication: 2014146665/14.

(140167056) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Melahel S.A., Société Anonyme.

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

R.C.S. Luxembourg B 160.234.

—
Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2014146868/9.

(140167156) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

International Business Event, Société Anonyme.

Siège social: L-1140 Luxembourg, 45-47, route d'Arlon.

R.C.S. Luxembourg B 43.087.

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

Signature.

Référence de publication: 2014146787/10.

(140167228) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Inluxa Group, Société Anonyme.

R.C.S. Luxembourg B 131.712.

Par la présente, je vous informe que je dénonce le siège social de la société INLUXA GROUP S.A., immatriculée au RCS de Luxembourg sous le numéro B0131712, qui était préalablement domiciliée en mon étude au 10, rue Willy Goergen à L-1636 Luxembourg.

La présente prend effet immédiatement.

Luxembourg, le 17/09/2014.

Me Lex THIELEN.

Référence de publication: 2014146786/11.

(140167123) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

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

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

R.C.S. Luxembourg B 23.135.

CLÔTURE DE LIQUIDATION

Extrait des résolutions prises lors de l'Assemblée Générale Extraordinaire du 15 septembre 2014

1. La liquidation de la société est clôturée.
2. Les livres et documents sociaux seront déposés et conservés pour une période de cinq ans à l'adresse 412F, route d'Esch L-2086 Luxembourg.

Fait à Luxembourg, le 15 septembre 2014.

Pour extrait sincère et conforme

MERLIS S. à r. l.

Signatures

Le Liquidateur

Référence de publication: 2014146785/17.

(140167052) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Jupiter International Holdings S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 161.057.

Extrait des décisions prises par l'associée unique en date du 8 juillet 2014

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

Veuillez prendre note que Mr Georges Scheuer, et Mme Virginie Deconinck, gérants de catégorie B, résident désormais professionnellement à L-2453 Luxembourg, 6, rue Eugène Ruppert.

Luxembourg.

Pour extrait sincère et conforme

Pour Jupiter International Holdings S.à.r.l.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014146800/16.

(140167054) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

International Business Event, Société Anonyme.

Siège social: L-1140 Luxembourg, 45-47, route d'Arlon.

R.C.S. Luxembourg B 43.087.

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Extrait du procès-verbal de l'assemblée générale ordinaire des actionnaires tenue à Luxembourg en date du 19 septembre 2014

Il résulte du procès-verbal que:

L'assemblée décide d'approuver de nommer en remplacement du commissaire aux comptes démissionnaire et jusqu'à l'assemblée générale annuelle des actionnaires de la Société qui se tiendra en 2015 l'entité suivante en tant que nouveau commissaire aux comptes de la Société:

- la société BENOY KARTHEISER MANAGEMENT S.à r.l., inscrite sous le numéro B 33 849 et ayant son siège social 45-47, route d'Arlon, L-1140 Luxembourg.

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

INTERNATIONAL BUSINESS EVENT S.A.

Référence de publication: 2014146789/16.

(140167238) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

IMMO20 S.à r.l., Société à responsabilité limitée.

Siège social: L-5366 Munsbach, 3, rue Henri Tudor.

R.C.S. Luxembourg B 135.202.

—
Les comptes annuels rectifiés au 31 Décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

1^{er} dépôt le 16 Janvier 2013, numéro de dépôt L1300010071.

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

Luxembourg, le 10 Septembre 2014.

Heinrich-Werner Ochs.

Référence de publication: 2014146781/12.

(140167354) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Ichtus S.A., Société Anonyme.

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

R.C.S. Luxembourg B 144.808.

CLÔTURE DE LIQUIDATION

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Extrait des résolutions prises lors de l'Assemblée Générale Extraordinaire des Actionnaires tenue au siège social le 29 août 2014

- l'Assemblée prononce la clôture de la liquidation et constate que la société ICHTUS S.A. a cessé d'exister à partir de ce jour.

- les livres et documents de la société seront déposés et conservés pour une période de cinq ans au 412F route d'Esch L-2086 Luxembourg.

Référence de publication: 2014146775/13.

(140167318) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

K-Constructions Sàrl, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-6637 Wasserbillig, 52, Esplanade de la Moselle.

R.C.S. Luxembourg B 145.697.

—
Le 24 février 2012, JO.C. FINANCES S.A., associée unique de K-CONSTRUCTIONS S.à r.l., précise que son siège social a été transféré du 11, Route d'Echtenach à L-6585 STEINHEIM, au 98, rue de Mersch à L-8181 KOPSTAL à la suite d'un acte notarié datant du 23 février 2012.

Pour JO.C. FINANCES S.A.

M. Claude JOHANN

Référence de publication: 2014146806/13.

(140167122) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Hipergest S.A., Société Anonyme.

Siège social: L-1471 Luxembourg, 412F, route d'Esch.
R.C.S. Luxembourg B 30.417.

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.

HIPERGEST S.A.

Signature

Référence de publication: 2014146754/11.

(140167329) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Halopeau S.A., Société Anonyme.

Siège social: L-2661 Luxembourg, 42, rue de la Vallée.
R.C.S. Luxembourg B 154.277.

CLÔTURE DE LIQUIDATION

Il résulte du procès-verbal de l'assemblée générale extraordinaire des actionnaires, tenue le 22 septembre 2014, que la liquidation de la société, décidée en date du 04 septembre 2014, a été clôturée et que la société HALOPEAU S.A. a définitivement cessé d'exister.

Les livres et documents sociaux sont déposés et conservés pour une période de cinq ans au 42, Rue de la Vallée, L-2661 Luxembourg.

Luxembourg, le 22 septembre 2014.

Pour: HALOPEAU S.A.

Société anonyme liquidée

Pour le Liquidateur: MAYFAIR AUDIT S.à r.l.

EXPERTA Luxembourg

Société anonyme

Référence de publication: 2014146750/19.

(140167268) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Humboldt Multi Invest B S.C.A., SICAV-FIS, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-1528 Luxembourg, 11-13, boulevard de la Foire.
R.C.S. Luxembourg B 123.566.

Le Conseil d'Administration de la SICAV a décidé de transférer le siège social de la société du 69, route d'Esch, L-1470 Luxembourg au 11-13, boulevard de la Foire L-1528 Luxembourg avec effet au 19 septembre 2014.

Pour HUMBOLDT MULTI INVEST B S.C.A., SICAV- FIS

Société d'Investissement à Capital Variable

RBC INVESTOR SERVICES BANK S.A.

Société Anonyme

Référence de publication: 2014146749/14.

(140167430) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Jarkride S.A., Société Anonyme Soparfi.

Siège social: L-1840 Luxembourg, 11A, boulevard Joseph II.
R.C.S. Luxembourg B 30.082.

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

Signature.

Référence de publication: 2014146801/10.

(140167420) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Henderson Indirect Property Fund (Europe) Management S.à.r.l., Société à responsabilité limitée.**Capital social: EUR 125.000,00.**

Siège social: L-2530 Luxembourg, 4A, rue Henri M. Schnadt.

R.C.S. Luxembourg B 111.966.

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Extrait des décisions de l'associé unique de la Société prises le 19 Septembre 2014

L'associé unique de la Société décide conformément aux statuts de la Société:

D'accepter la démission de Monsieur James Nicholas Barnard Darkins en qualité de gérant de la Société avec effet au 12 Septembre 2014.

De nommer Mr Mark Joseph Wood, né le 21 Septembre 1962 à Oklahoma, Etats-Unis et domicilié professionnellement au 201 Bishopsgate, EC2M 3AE Londres, Royaume-Uni, gérant de la Société avec effet au 12 Septembre 2014.

Référence de publication: 2014146748/14.

(140166972) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Hanscan Technology S.à r.l., Société à responsabilité limitée.

Siège social: L-2134 Luxembourg, 50, rue Charles Martel.

R.C.S. Luxembourg B 131.267.

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Extrait des résolutions prises lors du Conseil de Gérance tenue le 24 Juillet 2014

Le Conseil de gérance accepte, avec date d'effet au 10 Juillet 2014, la démission d'un gérant, à savoir:

- Monsieur Bruce CURRIE, gérant, né le 17 Septembre 1967 à Edinburgh Ecosse (Royaume Uni), domicilié professionnellement au 182 Channel House, Forest Lane, BO Box CY1 4HL St Peter Port Guernsey.

Le Conseil de gérance, avec date d'effet au 10 Juillet 2014, décide de nommer un gérant, à savoir:

- Monsieur Paul CONWAY, gérant, né le 21 Janvier 1958 à Epping (UK), domicilié professionnellement au Charel Les Osmonds Lane, St Sampsons, Guernsey GY2 4GG (Royaume-Uni).

Pour une durée indéterminée

Extrait sincère et conforme

Un mandataire

Référence de publication: 2014146747/17.

(140167178) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Le Pique Assiette S.à.r.l., Société à responsabilité limitée.

Siège social: L-4750 Pétange, 3-5, route de Longwy.

R.C.S. Luxembourg B 118.120.

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

Signature.

Référence de publication: 2014146828/10.

(140166913) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

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

Siège social: L-1130 Luxembourg, 53, rue d'Anvers.

R.C.S. Luxembourg B 164.036.

—
Les comptes annuels sociaux de la société Montreux Holdings S.à.r.l., arrêtés au 31 décembre 2012 et dûment approuvés par l'associé unique en date du 14 juin 2013, ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 22 septembre 2014.

Pour la société Montreux Holdings S.à.r.l.

Référence de publication: 2014146859/13.

(140167338) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Majicaule International s.à r.l., Société à responsabilité limitée.

Siège social: L-2134 Luxembourg, 50, rue Charles Martel.

R.C.S. Luxembourg B 129.262.

—
Extrait des résolutions prises lors du Conseil de gérance tenu en date du 18 septembre 2014

Il résulte de la réunion du Conseil de gérance tenue en date du 18 septembre 2014 que:

- Le siège social de la société est transféré du 3-7 rue Schiller L-2519 Luxembourg au 50 rue Charles Martel L-2134 Luxembourg, avec effet au 1^{er} septembre 2014.

Extrait sincère et conforme

Un mandataire

Référence de publication: 2014146863/13.

(140166845) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Maison du Lit S.à r.l., Société à responsabilité limitée.

Siège social: L-8080 Bertrange, 99, route de Longwy.

R.C.S. Luxembourg B 24.675.

—
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: 2014146862/10.

(140167120) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Moller Green Energy S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 144.466.

—
Les comptes annuels au 31/12/2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 22/09/2014.

G.T. Experts Comptables Sarl

Luxembourg

Référence de publication: 2014146858/12.

(140167521) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Lainal S.C.I., Société Civile Immobilière.

Siège social: L-4959 Bascharage, 18, Zone Artisanale Op Zaemer.

R.C.S. Luxembourg E 2.695.

—
Extrait des décisions collectives prises par les associés en date du 30 juin 2014

L'an deux mille quatorze, le trente juin, se sont réunis les associés de la société civile immobilière FILAP S.C.I., susvisée, et ont pris les résolutions suivantes:

Première résolution

Les associés acceptent la démission de la gérante unique, à savoir, Madame Bernadette Reuter.

Deuxième résolution

Est nommée gérante, à la place de la gérante démissionnaire:

Madame Susi THILL, née le 11 septembre 1959 à Pétange, et demeurant à L-4795 Linger, 61a, rue du Bois.

Son mandat prend effet immédiatement et est valable pour une durée indéterminée.

Bascharage, le 30 juin 2014.

Peter Friberg / Françoise Bouvez

Les associés

Référence de publication: 2014146827/19.

(140166957) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Lennon J1 Sàrl, Société à responsabilité limitée.

Capital social: GBP 14.000,00.

Siège social: L-1511 Luxembourg, 121, avenue de la Faiencerie.

R.C.S. Luxembourg B 187.281.

Extrait du procès-verbal de l'assemblée générale tenue en date du 17 septembre 2014

L'Assemblée accepte la démission de Monsieur Chris Papachristophorou de son mandat de gérant de classe A de la Société avec effet au 17 septembre 2014.

Pour extrait

La Société

Référence de publication: 2014146821/12.

(140167291) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Lehnkering HoldCo S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.450,00.

R.C.S. Luxembourg B 121.148.

EXTRAIT

L'associé de la Société, par résolutions écrites datées du 24 juin 2014, a décidé de transférer le siège social de la Société au 2C, rue Albert Borschette, L-1246 Luxembourg, avec effet au 15 septembre 2014.

Les adresses professionnelles des gérants Thomas Sonnenberg, Antonis Tzanetis, Heiko Dimmerling et Michiel Kramer ont également changé. Lesdits gérants résident dorénavant professionnellement au 2C, rue Albert Borschette, L-1246 Luxembourg.

Le gérant Mats Eklund a également transféré son adresse professionnelle au 9 South Street, 3^{ème} étage, Londres, W1K 2XA, Royaume-Uni.

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

Pour Lehnkering Holdco S.à r.l.

Référence de publication: 2014146820/17.

(140167345) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

LGIG Objekt Donau S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 130.329.

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

Before us, Maître Jean-Joseph WAGNER, notary, residing in SANEM (Grand Duchy of Luxembourg),

there appeared:

“LaSalle German Income and Growth Luxembourg S.à r.l.”, a société à responsabilité limitée governed by the laws of the Grand Duchy of Luxembourg, with registered office at 41, avenue de la Liberté, L-1931 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies, section B, number 118 529, here represented by Mrs Cathy Brugger, legal counsel, residing in Luxembourg, by virtue of a proxy given on 28 August 2014, which proxy, after being signed “ne varietur”

by the proxy holder of the appearing party and the undersigned notary, will remain annexed to the present deed.

The appearing party is the sole shareholder of the société à responsabilité limitée “LGIG Objekt Donau S.à r.l. having its registered office at 41, avenue de la Liberté, L-1931 Luxembourg (Grand Duchy of Luxembourg), registered with the Register of Commerce and Companies in Luxembourg under RCS B 130 329, incorporated by a deed of the undersigned notary on 31 July 2007, published in the Mémorial C - Recueil des Sociétés et Associations number 1936 of 10 September 2007. The articles of incorporation have been amended for the last time pursuant to a deed of the undersigned notary on 30 December 2013, published in the Mémorial C - Recueil des Sociétés et Associations number 677 on 14 March 2014.

The appearing party representing the whole corporate capital requires the notary to act the following resolutions:

First resolution

The sole shareholder decides to reduce the Company's share capital by an amount of one hundred and ninety-five thousand seven hundred and seventy-five euro (EUR 195,775.-) to bring the share capital of the Company from two

million four hundred and twenty-nine thousand eight hundred and seventy-five euro (EUR 2,429,875.-), down to two million two hundred and thirty-four thousand one hundred euro (EUR 2,234,100.-) by cancellation of seven thousand eight hundred and thirty-one (7,831) shares, having each a par value of twenty-five euro (EUR 25.-) with reimbursement to the sole shareholder.

Second resolution

The sole shareholder decides to repay to the sole shareholder a part of the share premium in an amount of four thousand two hundred and twenty-five euro (EUR 4,225.-).

Third resolution

The sole shareholder resolves to confer all necessary powers to the managers of the Company in order to proceed to the implementation of the above taken resolutions.

Fourth resolution

As a consequence of such decrease, the first paragraph article FIVE (5) of the Company's Articles of Association is amended and shall henceforth read as follows:

Art. 5. (first paragraph). "The Company's share capital is set at two million two hundred and thirty-four thousand one hundred euro (EUR 2,234,100.-) represented by eighty-nine thousand three hundred and sixty-four (89,364) shares with a par value of twenty-five Euro (EUR 25.-) each."

Costs and Expenses

The costs, expenses, remuneration or charges of any form whatsoever incumbent to the Company and charged to it by reason of the present deed are assessed to one thousand five hundred euro.

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

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

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

Suit la traduction française du texte qui précède:

L'an deux mille quatorze, le vingt-neuf août.

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

a comparu:

«LaSalle German Income and Growth Luxembourg S.à r.l.», une société à responsabilité limitée régie par le droit luxembourgeois, avec son siège social au 41, avenue de la Liberté, L-1931 Luxembourg, Grand-Duché du Luxembourg, et immatriculée au Registre de Commerce et des Sociétés de Luxembourg, section B, numéro 118 529,

ici représentée par Madame Cathy Brugger, conseiller juridique, demeurant à Luxembourg,

en vertu d'une procuration sous seing privé donnée le 28 août 2014, laquelle procuration restera, après avoir été signée «ne varietur» par la mandataire de la partie comparante et le notaire soussigné, annexée au présent acte.

La partie comparante est le seul associé de la société à responsabilité limitée «LGIG Objekt Donau S.à r.l.», ayant son siège social au 41, avenue de la Liberté, L-1931 Luxembourg (Grand-Duché de Luxembourg), inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 130 329, constituée suivant acte du notaire instrumentant le 31 juillet 2007, publié au Mémorial C - Recueil des Sociétés et Associations, numéro 1936 du 10 septembre 2007. Les statuts ont été modifiés pour la dernière fois suivant acte reçu par le notaire soussigné en date du 30 décembre 2013, publié au Mémorial C - Recueil des Sociétés et Associations numéro 677 du 14 mars 2014.

Laquelle partie comparante, représentant l'intégralité du capital social, a requis le notaire instrumentant d'acter les résolutions suivantes:

Première résolution

L'Associé Unique décide de réduire le capital social de la Société, à concurrence d'un montant de cent quatre-vingt-quinze mille sept cent soixante-quinze Euros (EUR 195.775,-) (le «Montant Réduit») afin de le porter de son montant actuel de deux millions quatre cent vingt-neuf mille huit cent soixante-quinze euros (EUR 2.429.875,-) à deux millions deux cent trente-quatre mille cent euros (EUR 2,234,100.-), par l'annulation de sept mille huit cent trente-et-un (7,831) parts sociales d'une valeur de vingt-cinq Euros (EUR 25.-) chacune, par remboursement au profit de l'associé unique.

Deuxième résolution

L'Associé Unique décide de rembourser une partie de la prime d'émission à hauteur de quatre mille deux cent vingt-cinq euros (EUR 4,225,-)

Troisième résolution

L'Associé Unique décide a décidé de conférer tous pouvoirs aux gérants pour exécuter les résolutions ci-dessus.

Quatrième résolution

Suite à la réduction de capital ainsi réalisée, le premier alinéa de l'article CINQ (5) des statuts de la Société est modifié en conséquence et aura désormais la teneur suivante:

Art. 5. (premier alinéa). »Le capital social est fixé à la somme de deux millions deux cent trente-quatre mille cent euros (EUR 2,234,100,-) représentée par quatre-vingt-neuf mille trois cent soixante-quatre (89,364) parts sociales d'une valeur de vingt-cinq Euros (EUR 25.-) chacune.»

Frais et Dépenses

Les frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, incombant à la Société et mis à sa charge en raison des présentes, sont estimés à mille cinq cents Euros.

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

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

Et après lecture faite et interprétation donnée à la mandataire de la partie comparante, connue du notaire instrumentant par nom, prénom usuel, état et demeure, ladite mandataire a signé avec le notaire le présent acte.

Signé: C. BRUGGER, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 01 septembre 2014. Relation: EAC/2014/11681. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur ff. (signé): Monique HALSDORF.

Référence de publication: 2014142905/100.

(140162280) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 septembre 2014.

Alan Allman Associates International, Société à responsabilité limitée.

Capital social: EUR 462.500,00.

Siège social: L-1930 Luxembourg, 22, avenue de la Liberté.

R.C.S. Luxembourg B 174.432.

In the year two thousand and fourteen, on the twenty-second of August.

Before Maître Henri HELLINCKX, notary residing in Luxembourg, Grand-Duchy of Luxembourg.

There appeared:

BARIO PARTICIPATIONS S.A., a public company limited by shares (société anonyme), incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 22, avenue de la Liberté, L-1930 Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B 77073, here represented by Mrs Celia Hebette, prenamed, pursuant to a power of attorney given on July 30, 2014 ("Partner A"),

and

KENAVO INVESTMENT, a public company limited by shares (société anonyme), incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 22, avenue de la Liberté, L-1930 Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B 174349 ("Partner B"), here represented by Mrs Celia Hebette, residing professionally in Luxembourg, pursuant to a power of attorney given on July 30, 2014.

Together also referred to as the "Partners".

Such powers of attorney, after having been signed "ne varietur" by the representative of the appearing parties and the undersigned notary, will remain annexed to the present deed for the purpose of registration.

The Partners, represented as aforesaid, exposed to the undersigned notary the following:

Alan Allman Associates International S.à.r.l. is a private limited liability company (Société à responsabilité limitée) having its registered office at 22, avenue de la Liberté, L-1930 Luxembourg, incorporated pursuant a deed of Maître Paul Bettingen, notary residing in Niederanven, dated December 22nd, 2012, published in the Memorial C, Recueil des Sociétés et Associations n° 566 on March 7th, 2013,

registered with the Luxembourg Trade and Companies Registry under the number B 174432 (the "Company").

The Partners, acting and represented as aforesaid, requested the undersigned notary to act the following resolutions:

First resolution:

The nominal value of the 462,500 shares of the Company shall be cancelled and the value of all shares shall be henceforth equivalent to their par value.

Second resolution:

The 462,500 shares of the Company shall be reorganised in two classes of shares, 'A' and 'B', which shall have the same rights.

Class A shall comprise 231,248 shares numbered from 1 to 231.248 corresponding to 49,99957% of the total number of shares.

Class B shall comprise 231,252 of the shares numbered from 231.249 to 462.500, corresponding to 50,00043% of the total number of shares.

Third Resolution:

Partner A and Partner B resolve to divide each of the shares of Class B by 9 (nine) to bring the total number of Class B shares to 2,081,268 Class B shares.

The Class A shares and the Class B shares are allocated to the Partners as follows:

Partner A	231,248 Class A shares
Partner B	2,081,268 Class B shares

As a consequence of the foregoing the par value of all the Class A shares and all the Class B shares is 0.1999 EUR.

Fourth resolution:

In order to reflect the above resolutions and their effects, the Partners resolve to amend the articles of incorporation of the Company as follows:

1. The first paragraph of article 6 shall henceforth read:

"The Company's share capital is set at EUR 462,500 (four hundred sixty-two thousand five hundred euros), represented by 231,248 (two hundred thirty-one thousand two hundred and forty-eight) Class A shares and 2,081,268 (two million eighty-one thousand two hundred sixty-eight) Class B shares without indication of their nominal value."

2. A new second paragraph is inserted in article 6 with the following wording:

"Individually, a Partner holding a Class A share shall be referred to as a "Partner A" and a Partner holding a Class B share shall be referred to as a "Partner B", where applicable."

3. Article 7 shall be modified as follows:

"The share capital may be modified at any time by a unanimous decision of the Partners."

4. The second sentence of the first paragraph of article 9 shall be modified as follows:

"Any inter vivos transfer to a new partner is subject to the approval of such transfer given by the other partners in a general meeting with a quorum of at least one Partner A and at least one Partner B, at the unanimity of partners present or represented."

5. Article 19 shall henceforth read:

"Save a higher majority as provided herein, collective decisions are only validly taken in so far as they are adopted by at least a majority of Partners A and a majority of Partners B.

The partners may not change the nationality of the Company otherwise than by unanimous consent. Any other amendment of the articles of incorporation requires the approval of a majority of three-quarters (3/4) of Partners A and a majority of three-quarters (3/4) of Partners B at least."

6. A third sentence shall be added to article 23 which shall read as follows:

"The partners may decide to allocate the balance of the profits of the Company in whole or in part to a specific class of shares."

Expenses

The expenses, costs, remuneration's or charges in any form whatsoever which shall be borne by the Company as a result of this deed are estimated at approximately EUR 1,200.-.

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

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

The document having been read to the representative of the appearing parties, the said representative signed together with the notary this original deed.

Suit la traduction en français du texte qui précède:

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

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

Ont comparu:

BARIO PARTICIPATIONS S.A., une société anonyme constituée et régie par les lois du Grand-duché de Luxembourg, ayant son siège social à 22, avenue de la Liberté, L-1930 Luxembourg, enregistrée registre de commerce et des sociétés de Luxembourg sous le numéro B 77073, (l'«Associé A»), ici représentée par Madame Celia Hebette, avec adresse professionnelle à Luxembourg, en vertu d'une procuration donnée sous seing privé en date du 30 juillet 2014, et

KENAVO INVESTMENT, une société anonyme constituée et régie par les lois du Grand-duché de Luxembourg, ayant son siège social à 22, avenue de la Liberté, L-1930 Luxembourg, enregistrée au registre de commerce et des sociétés de Luxembourg sous le numéro B 174349 (l'«Associé B»), ici représentée par Madame Celia Hebette, avec adresse professionnelle à Luxembourg, en vertu d'une procuration donnée sous seing privé en date du 30 juillet 2014.

Ensemble les «Associés».

Lesquelles procurations, après avoir été paraphées «ne varietur» par le mandataire et le notaire instrumentant, resteront annexées aux présentes pour les besoins de l'enregistrement.

Les Associés, agissant comme ci-avant, exposent au notaire instrumentant ce qui suit:

Alan Allman Associates International S.à.r.l. est une société à responsabilité limitée ayant son siège social à 22, avenue de la Liberté, L-1930 Luxembourg, constituée suivant acte reçu de Maître Paul Bettingen, notaire de résidence à Niederranven, en date du 22 décembre 2012, publié au Mémorial C Recueil des Sociétés et Associations n° 566 le 7 mars 2013, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 174432 (la «Société»).

Les Associés, agissant et représentés comme ci-avant, ont requis le notaire instrumentant d'acter les résolutions suivantes:

Première Résolution:

La valeur nominale des 462.500 parts sociales de la Société est annulée et la valeur de toutes les parts sociales sera dorénavant équivalente à leur pair comptable unitaire.

Deuxième Résolution:

Les 462.500 parts sociales de la Société sont réorganisées en deux classes de parts sociales, «A» et «B», qui ont les mêmes droits.

La classe A comprend 231.248 parts sociales, numérotées de 1 à 231.248 correspondant à 49,99957% du nombre totale de parts sociales.

La classe B comprend 231.252 parts sociales, numérotées de 231.249 à 462.500 correspondant à 50,00043% du nombre totale de parts sociales.

Troisième Résolution:

L'associé A et l'associé B décident de diviser chacune des parts sociales de classe B par 9 (neuf) pour arriver à un nombre total de parts sociales de classe B de 2.081.268 parts sociales de classe B.

Les parts sociales A et les parts sociales B sont alloués aux associés comme suit:

associé A	231.248 parts sociales A
associé B	2.081.268 parts sociales B

En conséquence de ce qui précède, le pair comptable de toutes les parts sociales A et de toutes les parts sociales B est de 0,1999 EUR.

Quatrième Résolution:

Afin de refléter les résolutions précitées et leurs effets, les Associés décident de modifier les statuts de la Société comme suit:

1. Le premier paragraphe de l'article 6 est désormais:

«Le capital social de la Société est établie à EUR462.500 (quatre cent soixante-deux mille cinq cents euros), représenté par 231.248 (deux cent trente-et-un mille deux cent quarante-huit) parts sociales de classe A et 2.081.268 (deux millions quatre-vingt-un mille deux cent soixante-huit) parts sociales de classe B sans indication de valeur nominale.

2. Un nouveau deuxième paragraphe est inséré à l'article 6 avec le texte suivant:

«Individuellement, un Associé détenant une part sociale de classe A est appelé un «Associé A» et un Associé détenant une part sociale de classe B est appelé un «Associé B», le cas échéant.»

3. L'article 7 est modifié comme suit:

«Le capital social peut être modifié à tout moment par décision unanime des Associés.»

4. La deuxième phrase du premier paragraphe de l'article 9 est modifiée comme suit:

«Les parts sociales ne peuvent être cédées entre vifs à des non-associés qu'avec l'agrément donné en assemblée générale des associés avec un quorum d'au moins un Associé A et un Associé B, à l'unanimité des associés présents ou représentés.

5. L'article 19 est dorénavant:

«Sauf dispositions d'une majorité plus importante, les décisions collectives ne sont valablement prises que pour autant qu'elles soient adoptées par une majorité d'Associés A et une majorité d'Associés B.

Les associés ne peuvent changer la nationalité de la Société que par consentement unanime. Toute autre modification des statuts requiert l'approbation d'au moins une majorité de trois-quarts (3/4) d'Associés A et d'au moins une majorité de trois-quarts (3/4) d'Associés B.»

6. Une troisième phrase est ajoutée à l'article 23:

«Les associés peuvent décider de distribuer le solde des bénéfices de la Société entièrement ou partiellement à une classe spécifique de parts sociales.»

Frais

Le montant des dépenses, frais, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge à raison de cet acte sont évalués à EUR 1.200.-.

Dont acte, fait et passé à Luxembourg, daté à la date susmentionnée.

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

L'acte ayant été lu à la personne comparante, cette dernière a signé avec le notaire le présent acte.

Signé: C. HEBETTE et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 26 août 2014. Relation: LAC/2014/39791. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 11 septembre 2014.

Référence de publication: 2014143181/159.

(140163068) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 septembre 2014.

MGP Mahuta S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 130.262.

DISSOLUTION

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

Before Maître Paul DECKER, notary residing in Luxembourg.

There appeared:

“BR Europe Parallel (Lux) S.à r.l.”, société à responsabilité limitée, a private limited liability company, having its registered office at 28, Boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg trade and companies register under section B number 114150 (the “Sole Shareholder”).

represented by Ms Géraldine NUCERA, notary clerk, residing professionally in Luxembourg, by virtue of a proxy given under private seal on 23th July 2014.

Such proxy after having been signed “ne varietur” by the proxyholder acting on behalf of the appearing party and the undersigned notary, shall remain attached to the present deed to be filed with such deed with the registration authorities.

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

The appearing party is the Sole Shareholder of “MGP Mahuta S.à r.l.”, having its registered office at 28, Boulevard Royal L-2449 Luxembourg, incorporated pursuant to a deed of the notary Me Jean SECKLER, notary residing in Junglinster, on July 9th, 2007, published in the Mémorial C, Recueil des Sociétés et Associations number 1963 on September 12th, 2007,

registered with the Luxembourg trade and companies register under section B number 130262 (the “Company”).

The subscribed capital of the Company is set at twelve thousand five hundred euro (EUR 12,500.-), represented by five hundred (500) shares of twenty-five euro (EUR 25.-) each, entirely subscribed and fully paid up.

The appearing party, represented as aforesaid, is the only owner of the five hundred (500) shares of the Company and it declares that it has full knowledge of the articles of incorporation and of the financial standing of the Company.

Being the sole shareholder of the Company, it expressly declares to proceed to the anticipated dissolution of the Company with immediate effect as well as to its liquidation.

The appearing party, represented as aforesaid, appoints itself as liquidator of the Company.

Being the Sole Shareholder and liquidator of the Company, the appearing party, represented as here above, declares that all assets have been realised, and property of all assets has been transferred to the Sole Shareholder and that any and all liabilities towards third parties known to the Company have been entirely paid or duly accounted for. Regarding any eventual liability presently unknown to the Company and not paid until the date of dissolution, the Sole Shareholder irrevocably assumes the obligation to guarantee payment of any such liability, with the result that the liquidation of the Company is to be considered closed.

The appearing party, represented as aforesaid, gives discharge to the members of the Board of Managers of the Company for their mandates up to this date.

The corporate books and accounts of the Company will be kept for a period of five (5) years at the registered office of the Sole Shareholder.

In order to perform all the formalities relating to the registrations, the publications, the cancellations, the filing and all other formalities to be performed by virtue of the present deed, all powers are granted to the bearer of an authentic copy.

Expenses

The expenses, costs, remunerations and charges in any form whatsoever, which shall be borne by the Company as a result of the present deed are estimated to nine hundred euro (EUR 900.-).

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

The undersigned notary, who speaks English, states that on request of the appearing party, the present deed is worded in English, followed by a French version and in case of discrepancies between the English and the French text, the English version will be binding.

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

Suit la version française du texte qui précède:

L'an deux mille treize, le vingt - quatre juillet.

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

A comparu:

“BR Europe Parallel (Lux) S.à r.l.”, une société à responsabilité limitée ayant son siège social au 28, Boulevard Royal, L-2449 Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés B 114150 (l’“Associée Unique”), représentée par Mademoiselle Géraldine NUCERA, clerc de notaire, demeurant professionnellement à Luxembourg, en vertu d’une procuration donnée sous seing privé en date du 23 juillet 2014.

Laquelle procuration, après avoir été signée «ne varietur» par la mandataire de la comparante et par le notaire instrumentant, restera annexée au présent acte pour les besoins de l’enregistrement.

Laquelle comparante, représentée comme ci-avant, a requis le notaire instrumentant d’acter ce qui suit:

La partie comparante est l’Associée Unique de “MGP Mahuta S.à.r.l.”, ayant son siège social au 28, Boulevard Royal L-2449 Luxembourg, constituée suivant acte reçu par Me Jean SECKLER, Notaire de résidence à Junglinster, en date du 9 juillet 2007, publié au Mémorial C, Recueil des Sociétés et Associations numéro 1963 le 12 septembre 2007,

immatriculée au Registre de Commerce et des Sociétés de Luxembourg, section B numéro 130262 (la «Société»).

Le capital social de la Société est de douze mille cinq cents euros (12.500,-EUR), représenté par cinq cents (500) parts sociales de vingt-cinq euros (25,-EUR) chacune, toutes souscrites et entièrement libérées.

La comparante, représentée comme ci-avant, est la seule et unique propriétaire des cinq cents (500) parts sociales de la société et elle déclare avoir parfaite connaissance des statuts et de la situation financière de la Société.

En tant qu’Associée unique, elle déclare expressément procéder à la dissolution anticipée de la Société avec effet immédiat et sa mise en liquidation.

La comparante, représentée comme ci-avant se désigne comme liquidateur de la Société.

En agissant tant en qualité de liquidateur de la Société, qu’en qualité d’Associé Unique, elle déclare que tous les actifs ont été réalisés, que tous les actifs sont devenus la propriété de l’Associée Unique et que les passifs connus de la Société vis-à-vis des tiers ont été réglés entièrement ou dûment provisionnés. Par rapport à d’éventuels passifs actuellement inconnus de la Société et non payés à l’heure actuelle, l’Associée Unique assumera irrévocablement l’obligation de les payer, de sorte que la liquidation de la Société est à considérer comme clôturée et liquidée.

Décharge pleine et entière est accordée par la partie comparante, représentée comme ci-avant aux membres du Conseil de gérance pour l’exécution de leurs mandats jusqu’à ce jour.

Les livres et comptes de la Société seront conservés pendant cinq (5) ans à son siège social.

Pour l'accomplissement des formalités relatives aux transcriptions, publications, radiations, dépôts et autres formalités à faire en vertu des présentes, tous pouvoirs sont donnés au porteur d'une expédition des présentes

Frais

Le montant total des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la Société, ou qui sont mis à sa charge à raison du présent acte, est évalué à neuf cents euros (900,- EUR).

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

Le notaire soussigné, qui a personnellement la connaissance de la langue anglaise, déclare que la comparante l'a requis de documenter le présent acte en langue anglaise, suivi d'une version française, et en cas de divergence entre le texte anglais et le texte français, le texte anglais fera foi.

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

Signés: G. NUCERA, P. DECKER.

Enregistré à Luxembourg A.C., le 29 juillet 2014. Relation: LAC/2014/35743. Reçu 75.-€ (soixante-quinze Euros).

Le Receveur ff. (signé): Carole FRISING.

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

Luxembourg, le 29 août 2014.

Référence de publication: 2014142949/98.

(140162536) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 septembre 2014.

Livingston Luxco Sàrl, Société à responsabilité limitée.

Capital social: USD 45.000,00.

Siège social: L-2121 Luxembourg, 208, Val des Bons-Malades.

R.C.S. Luxembourg B 168.145.

Extrait des statuts de fusion de l'actionnaire unique de la Société en date du 31 décembre 2013

Il résulte des statuts de fusion de Livingston International Inc., actionnaire unique de la Société, qu'en date du 31 décembre 2013 son numéro d'immatriculation auprès du Ministère des Services gouvernementaux n'est plus 1815981 mais 1909159.

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

Signature

Un mandataire

Référence de publication: 2014146822/15.

(140167210) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

First State European Diversified Infrastructure Feeder Fund II SCA, SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 180.528.

In the year two thousand and fourteen, on the seventh of August,
before us Maitre Henri Hellinckx, notary residing in Luxembourg, Grand Duchy of Luxembourg,
was held

an extraordinary general meeting of the shareholders (the "Extraordinary General Meeting") of First State European Diversified Infrastructure Feeder Fund II SCA, SICAV-SIF, an investment company with variable capital. specialised investment fund (société d'investissement à capital variable - fonds d'investissement spécialisée) subject to the law of 13 February 2007 on specialised investment funds, as amended, organised under the form of a corporate partnership limited by shares (société en commandite par actions), with registered at 11/13 Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg and registered with the R.C.S. Luxembourg under number B180528 (the "Company"). The Company was incorporated pursuant to a deed of Maitre Edouard Delosch on 30 August 2013, published in the Memorial C, Recueil Special des Sociétés et Associations 2830 on 12 November 2013. The articles of association of the Company (the "Articles of Association") have never been amended.

The Extraordinary General Meeting was opened at 4:30 pm with Camilo Luna, residing professionally in Luxembourg, in the chair, who appointed as secretary and as scrutineer Shekhar Guin, residing professionally in Luxembourg.

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

I. That the shareholders present or represented, and as the case may be, the proxyholder of the represented shareholders, and the number of their shares are shown on an attendance list; this attendance list, signed by the shareholders present or the proxyholder of the represented shareholders, by the bureau of the Extraordinary General Meeting and the undersigned notary.

The proxy of the represented shareholders, initialed "ne varietur" by the appearing parties will remain annexed to the present deed to be registered therewith.

II. That it appears from the attendance list that all the 71,143,969 shares in circulation, including the management share, are represented at this Extraordinary General Meeting.

III. That the necessary quorum is met at the present Extraordinary General Meeting

IV. That the present Extraordinary General Meeting is thus regularly constituted and may validly deliberate on all the items of the agenda as follows:

Agenda

1. decision to amend the articles of association of the Company in respect of the changes required to comply with the AIFM Law;

2. decision to update the definition of "German Investment Fund" for German tax purposes;

3. subsequent restatement of the articles of association of the Company;

4. miscellaneous.

After having duly deliberated on all items of the agenda, the Extraordinary General Meeting took the following resolutions and requested the officiating notary to record as follows:

First Resolution

The Extraordinary General Meeting resolves to amend the Articles of Association further to the implementation of the AIFM Law by the Company.

These changes are as follows:

1. amendment to Section I of the Articles of Association on "Definitions - interpretation - form - name - registered office - duration - purpose" as follows:

- insertion of the following definitions:

AIFM - an alternative investment fund manager, First State Investments (UK) Limited, a limited liability company incorporated in England and Wales with registered address at 3rd Floor, 30 Cannon Street, London, United Kingdom, EC4M 6YQ and registered with the Companies register under number 2294743, in its capacity as alternative investment fund manager of the Fund, or any other Person appointed by the Managing General Partner from time to time as the external alternative investment fund manager of the Fund in compliance with the AIFM Law;

AIFM Law - the Luxembourg law of 12 July 2013 on alternative investment fund managers;

AIFM Regulation - the Commission delegated regulation EU No 231/2013 of 19 December 2012 supplementing the Directive 2011/61/EC;

Investment Manager First State Investments International Limited, a limited liability company, having its registered office at 23 St Andrew Square, Edinburgh EH2 1BB Scotland, United Kingdom, regulated and authorised by the FCA in its capacity as investment manager of the Fund, or any other Person appointed by the AIFM from time to time as investment manager of the Fund;

- amendment of the following definitions as indicated below:

Administrative Agent RBC Investor Services Bank S.A., a Luxembourg public limited company (société anonyme), having its registered office at 14, Porte de France, L-4360 Esch-sur-Alzette, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 47.192 in its capacity as central administrative agent, register and transfer agent, domiciliary and transfer agent, or any other Person appointed by the Managing General Partner from time to time as such;

Depository RBC Investor Services Bank S.A., a Luxembourg public limited company (société anonyme), having its registered office at 14, Porte de France, L-4360 Esch-sur-Alzette, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 47.192, in its capacity as depository and paying agent of the Fund, or any other Person as may be appointed from time to time as such;

Depository Agreement the depository bank and paying agent agreement entered into by the Fund and by the Depository;

First Contribution Date the first date on which the Administrative Agent receives Capital Contributions from Persons who are not Affiliates of the Managing General Partner;

Fund Documents	each of: (a) these Articles of Association; (b) the Private Placement Memorandum; (c) each Subscription Agreement; and (d) the Depositary Agreement;
Proper Instructions	signed written instructions delivered to the Administrative Agent or the Depositary by means of a letter or facsimile by the Managing General Partner or any Person duly authorised to give such instructions pursuant to the Investment Fund Service Agreement and the Depositary Agreement respectively;
Service Providers	the Depositary, the Administrative Agent and any other agents as may be appointed from time to time by the Managing General Partner;
Sub-Advisor	Colonial First State Property Limited, a public limited company, having its registered office at Ground Floor Tower 1, 201 Sussex Street, Sydney, NSW, 2000 Australia and registered under number ACN 085 313 926, in its capacity as advisor of the Investment Manager, or any other Person appointed by the Investment Manager from time to time as advisor of the Investment Manager;

2. Further to the foregoing amendments, replacement of the following terms throughout the Articles of Association:

- “Custodian” by “Depositary”;
- “Registrar and Transfer Agent” by “Administrative Agent”;

3. Amendments to article 17 of the Articles of Association on “The net asset value determination” to allocate certain powers in this respect to the AIFM in accordance with the AIFM Law.

4. Amendments to article 26 of the Articles of Association on “the Custodian” to reflect the new role and responsibilities of the Depositary in accordance with the AIFM Law.

5. Amendments to article 28 of the Articles of Association on “Indemnification” to include the AIFM, the Investment Manager and the Sub-Advisor as indemnified persons.

Second Resolution

The Extraordinary General Meeting resolves to update the definition of “German Investment Fund” for German tax purposes as follows:

German Investment Fund a German investment vehicle which (i) is subject to the provisions regarding open-ended German investment funds within the meaning of § 284 of the German Capital Investment Code (offener inländischer Spezial-AIF mit festen Anlagebedingungen) or (ii) qualifies, or seeks to qualify, as a Qualifying Investment Fund (Investmentfonds) within the meaning of § 1 para. (1b) of the German Investment Funds Tax Act (Investmentsteuergesetz) provided that such investment vehicle has notified the Managing General Partner in writing that such investment vehicle is to be treated as a German Investment Fund.

Third Resolution

As a consequence of the foregoing resolutions, the Extraordinary General Meeting resolves to restate the articles of association of the Company as follows:

I. Definitions - Interpretation - Form - Name - Registered office - Duration - Purpose

Additional Shareholder	- a Shareholder newly admitted to the Fund or an existing Shareholder increasing its Commitment at a Subsequent Closing in relation to a Commitment Period;
Administrative Agent	- RBC Investor Services Bank S.A., a Luxembourg public limited company (société anonyme), having its registered office at 14, Porte de France, L-4360 Esch-sur-Alzette, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 47.192 in its capacity as central administrative agent, register and transfer agent, domiciliary and transfer agent, or any other Person appointed by the Managing General Partner from time to time as such;
Affiliate	- an entity or Person directly or indirectly controlling or controlled by or under common control with the relevant party. The term “control” (and any cognate expression) means, in respect of an entity, the right to: (a) exercise the majority of the voting rights of investors of that entity; or (b) appoint the majority of the members of the management company of the entity; or (c) determine the policy and strategy of that entity;
AIFM	- an alternative investment fund manager, First State Investments (UK) Limited, a limited liability company incorporated in England and Wales with registered address

	at 3 rd Floor, 30 Cannon Street, London, United Kingdom, EC4M 6YQ and registered with the Companies register under number 2294743, in its capacity as alternative investment fund manager of the Fund, or any other Person appointed by the Managing General Partner from time to time as the external alternative investment fund manager of the Fund in compliance with the AIFM Law;
AIFM Law	- the Luxembourg law of 12 July 2013 on alternative investment fund managers;
AIFM Regulation	- the Commission delegated regulation EU No 231/2013 of 19 December 2012 supplementing the Directive 2011/61/EC;
Articles of Association	- these articles of association of the Fund;
Base Currency	- the euro; the currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome 1957) as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992);
Business Day	- a day on which banks are open for business in Luxembourg other than a Saturday, Sunday or public holiday;
Capital Contribution	- the amount in euro payable by a Shareholder to the Fund in consideration for the issue of Shares as set out in a Drawdown Notice, which amount cannot be greater than that Shareholder's Undrawn Commitment;
Closing	- the time upon which the Managing General Partner (in its discretion) accepts applications to subscribe for Shares in accordance with these Articles of Association and includes the First Closing and each Subsequent Closing in relation to any Commitment Period;
Colonial First State Global Asset Management	- the global asset management division of the Commonwealth Bank of Australia Group. It operates through a number of different entities at different times, to suit the circumstances. Each of these entities is a member of the Commonwealth Bank of Australia group but no subsidiary has the benefit of a general guarantee from the Commonwealth Bank of Australia. In these Articles of Association references to Colonial First State Global Asset Management are references to that division as a whole and specific functions and activities are not attributed to any particular entity;;
Commitment	- the maximum amount (denominated in euro) contributed or agreed to be contributed to the Fund by way of subscription for Shares by a Shareholder pursuant to that Shareholder's Subscription Agreement (including any additional Commitments made by that Shareholder at Subsequent Closings);
Commitment Period	- has the meaning ascribed to that term in Article 11.1 of these Articles of Association;
Credit Rating	- a credit rating, either public or private, issued by one or more of the ratings agencies operating under the name Standard & Poor's, Moody's or Fitch, or any other rating agency considered by the Managing General Partner to be widely accepted by the market;
CSSF	- the Commission de Surveillance du Secteur Financier, the Luxembourg supervisory authority for the financial sector or any successor authority from time to time;
Defaulting Shareholder	- has the meaning ascribed to that term in Article 15 of these Articles of Association;
Depositary	- RBC Investor Services Bank S.A., a Luxembourg public limited company (société anonyme), having its registered office at 14, Porte de France, L-4360 Esch-sur-Alzette, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 47.192, in its capacity as depositary and paying agent of the Fund, or any other Person as may be appointed from time to time as such;
Depositary Agreement	- the depositary bank and paying agent agreement entered into by the Fund, the AIFM and the Depositary;
Distributions	- all distributions made to the Shareholders after satisfaction of all expenses and liabilities of the Fund in accordance with Article 33 of these Articles of Association;
Drawdown	- in respect of any Shareholder, the payment of a Capital Contribution pursuant to a Drawdown Notice as further described in Article 10.1 of these Articles of Association;
Drawdown Notice	- a notice issued by the Managing General Partner to each Shareholder requiring it to contribute a portion of its Commitment against the issue of Shares and specifying (in summary form) the proposed application of those contributions, as further described in Article 10.2 of these Articles of Association;

Effective Date EURIBOR	<ul style="list-style-type: none"> - each 31 March and 30 September; - the rate per annum of the offered quotation for deposits in euro for a period of 3 months which appears on Reuters Pages 248-249 at or about 11:00 a.m. (Brussels time) on the day the rate is required to be determined; or if the rate cannot be determined under (a), the arithmetic mean (rounded upwards, if necessary, to the nearest 5 decimal places) of the respective rates, as supplied to the Managing General Partner at its request, quoted by the Reference Banks to leading lenders for the offering of deposits in euro for a period of 3 months in the European interbank market at or about 11:00 a.m. (Brussels time) on the day the rate is to be determined, provided that, if any one of the Reference Banks fails to supply any such offered rate to the Managing General Partner by 1:00 p.m. (Brussels time) on the relevant date, EURIBOR for the period, if being determined pursuant to this paragraph, will be determined on the basis of the quotations of the remaining two or more Reference Banks; or if the rate cannot be determined under either (a) or (b), the rate determined by the Managing General Partner as approximating that rate having regard to current indices then available, <p>for the purposes of this definition: Reference Banks means the principal offices of each of BNP Paribas, Deutsche Bank and Société Générale or such other major banks as the Managing General Partner may nominate from time to time; and Reuters Pages 248-249 means the display designated as “Pages 248-249” on the Reuters Monitor Service (or such other page as may replace Pages 248-249 on that service or any other service which may be nominated by the Banking Federation of the European Union as the information vendor for the purposes of displaying Banking Federation of the European Union Interest Settlement Rates for deposits in euro);</p>
Final Closing	<ul style="list-style-type: none"> - the latest date in a relevant Commitment Period on which the Managing General Partner (in its discretion) accepts applications to subscribe for Shares in accordance with these Articles of Association, which date shall be determined by the Managing General Partner in its absolute discretion, provided that the Final Closing shall occur by the latest six months after the First Closing of the relative Commitment Period;
Financial Year	<ul style="list-style-type: none"> - each fiscal year of the Fund as described in Article 32 of these Articles of Association;
First Closing	<ul style="list-style-type: none"> - the earliest date in a relevant Commitment Period on which the Managing General Partner (in its discretion) accepts application to subscribe for Shares in accordance with these Articles of Association;
First Closing Date	<ul style="list-style-type: none"> - has the meaning ascribed to that term in Article 12.1 of these Articles of Association;
First Commitment Period	<ul style="list-style-type: none"> - has the meaning ascribed to that term in Article 12.1 of these Articles of Association;
First Contribution Date	<ul style="list-style-type: none"> - the first date on which the Administrative Agent receives Capital Contributions from Persons who are not Affiliates of the Managing General Partner;
Fund	<ul style="list-style-type: none"> - First State European Diversified Infrastructure Feeder Fund II SCA, SICAV-SIF, an investment company with variable company (société d'investissement a capital variable) in the form of a corporate partnership limited by shares (société en commandite par actions) organised as a specialised investment fund (fonds d'investissement specialise);
Fund Documents	<ul style="list-style-type: none"> - each of: <ul style="list-style-type: none"> (a) these Articles of Association; (b) the Private Placement Memorandum; (c) each Subscription Agreement; and (d) the Depositary Agreement;
General Meeting	<ul style="list-style-type: none"> - the general meeting of Shareholders (with the exclusion of any Defaulting Shareholder) convened in accordance with the provisions of these Articles of Association;
German Investment Fund	<ul style="list-style-type: none"> - a German investment vehicle which (i) is subject to the provisions regarding open-ended German investment funds within the meaning of § 284 of the German Capital Investment Code (offener inländischer Spezial-AIF mit festen Anlagebedingungen) or (ii) qualifies, or seeks to qualify, as a Qualifying Investment Fund

	(Investmentfonds) within the meaning of § 1 para. (1b) of the German Investment Funds Tax Act (Investmentsteuergesetz) provided that such investment vehicle has notified the Managing General Partner in writing that such investment vehicle is to be treated as a German Investment Fund.
Indemnified Person	- has the meaning ascribed to that term in Article 28.1 of these Articles of Association;
Investment	- directly the investment into the Master Fund and indirectly, the Fund's pro rata share in each of the investments comprising the diversified portfolio of infrastructure investments that the Master Fund may directly or indirectly own or hold from time to time;
Investment Fund Service Agreement	- the investment fund service agreement entered into by the Fund and by the Administrative Agent, dated on or about the date of these Articles of Association;
Investment Manager	- First State Investments International Limited, a limited liability company, having its registered office at 23 St Andrew Square, Edinburgh EH2 1BB Scotland, United Kingdom, regulated and authorised by the FCA in its capacity as investment manager of the Fund, or any other Person appointed by the AIFM from time to time as investment manager of the Fund;
Issue Price	- the price at which Shares are to be issued as determined by the Managing General Partner on the basis of the most recent Share NAV available, adjusted as the case may require;
Key Man Event	- if, at any time within a 12 month period, any three or more members of Key Senior Management cease to be employed by an Affiliate of the management company of the Master Fund;
Key Senior Management	- a minimum of three and a maximum of eight individuals as appointed from time to time;
Luxembourg GAAP	- generally accepted accounting principles in Luxembourg;
Managing General Partner	- First State European Diversified Infrastructure S.à. r.l., a Luxembourg private limited liability company (société à responsabilité limitée) having its registered office at 69, route d'Esch, L-1470 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 134.314 or any other Person subsequently appointed to act as managing general partner of the Fund in accordance with Article 18.1 of these Articles of Association;
Management Fee	- the management fee payable by the Fund to the Managing General Partner in accordance with Article 34 of these Articles of Association;
Management Share	- the unlimited management share subscribed by the Managing General Partner thus establishing the Fund;
Master Fund	- First State European Diversified Infrastructure Fund FCPSIF, a mutual investment fund (fonds commun de placement) organised as a specialised investment fund under the SIF Law and managed by its management company First State Investments Fund Management S.à. r.l.;
NAV	- the net asset value of the Fund from time to time, determined in accordance with Article 17 of these Articles of Association;
Person	- any corporation, company, trust, Fund, estate, unincorporated association or other legal entity, including an individual;
Private Placement Memorandum	- the issuing document of the Fund, as it may be amended, supplemented or replaced from time to time;
Proceeds	- in relation to any asset, the proceeds of the disposal or refinancing of that asset net of all costs and expenses incurred in connection with the disposal or refinancing, or the process of disposal or refinancing, of that asset;
Proper Instructions	- signed written instructions delivered to the Administrative Agent or the Depositary by means of a letter or facsimile by the Managing General Partner or any Person duly authorised to give such instructions pursuant to the Investment Fund Service Agreement and the Depositary Agreement respectively;
Proposal	has the meaning ascribed to that term in Article 25.2 of these Articles of Association;
RBC	RBC Investor Services Bank S.A., a Luxembourg public limited company (société anonyme), having its registered office at 14, Porte de France, L-4360 Esch-sur-Alzette, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B47.192;

Register	- the register established and maintained by the Administrative Agent recording the ownership of the Shares from time to time;
Series	- a distinct series of Shares issued in respect of a specific Commitment Period, though the Shares of each Series will have the same characteristics as the Shares of each other Series, differing only in respect of their issue date, Issue Price and Commitment Period;
Service Providers	- the Depositary, the Administrative Agent and any other agents as may be appointed from time to time by the Managing General Partner;
Share	- a share without par value in the share capital of the Fund which may be issued pursuant to these Articles of Association at any time at the Issue Price;
Shareholder	- any Person registered on the Register from time to time as an owner of a Share issued by the Fund including, where the context requires, any Person who has made a Commitment which has been accepted by the Managing General Partner even if Shares have not yet been issued to that Person;
Shareholders' Representative Group	- the Shareholders' representative group established by the Managing General Partner in accordance with Article 25 of these Articles of Association;
Share NAV	- on any date, the NAV for each Share calculated by dividing the NAV as at that date by the number of Shares on issue on that date;
SIF Law or 2007 Law	- the Luxembourg law dated 13 February 2007, relating to specialised investment funds, as amended;
Sub-Advisor	- Colonial First State Property Limited, a public limited company, having its registered office at Ground Floor Tower 1, 201 Sussex Street, Sydney, NSW, 2000 Australia and registered under number ACN 085 313 926, in its capacity as advisor of the Investment Manager, or any other Person appointed by the Investment Manager from time to time as advisor of the Investment Manager;
Subscription Agreement	- each subscription agreement entered into by the Fund and a Shareholder and setting out: the Commitment of that Shareholder; the rights and obligations of that Shareholder in relation to its subscription for Shares; and representations and warranties given by that Shareholder for the benefit of the Fund, or any such agreement which has been novated to a Shareholder as a consequence of the transfer of a Commitment as contemplated by Article 16 of these Articles of Association;
Subsequent Closing	- has the meaning ascribed to that term in article 11.2 of these Articles of Association;
Subsequent Commitment	- has the meaning ascribed to that term in Article 13.1 of these Articles of Association;
Termination Date	- is the date which coincides with the Termination Date as defined in the management regulations of the Master Fund;
Transfer	- has the meaning ascribed to that term in Article 16.1 of these Articles of Association;
Transferee	- has the meaning ascribed to that term in Article 16.1 of these Articles of Association;
Transferor	- has the meaning ascribed to that term in Article 16.1 of these Articles of Association;
Undrawn Commitment	- in respect of a Shareholder on any date, its Commitment less the aggregate Capital Contributions made by that Shareholder to the Fund (other than any of those Capital Contributions which have been returned to that Shareholder pursuant to these Articles of Association), as at that date;
Valuation Date	- 31 December, 31 March, 30 June and 30 September each year and any other date as the Managing General Partner may in its sole discretion determine for the purposes of calculating the NAV;
VAG	- the German Insurance Supervision Act (Versicherungsaufsichtsgesetz);
VAG Shareholder	- a German shareholder directly or indirectly subject to the VAG;
Value of the Fund	- NAV plus Undrawn Commitments; and
Well Informed Investor	- a Person who is a "well-informed investor" within the meaning given in article 2 of the SIF Law, and being an institutional investor, a professional investor or any other investor who:

- (a) has confirmed in writing that he adheres to the status of “well-informed investor”;
- and
- (b) (i) invests a minimum of 125,000 in the Fund; or (ii) has obtained an assessment made by:
 - (A) a credit institution within the meaning of Directive 2006/48/EC;
 - (B) an investment firm within the meaning of Directive 2004/39/EC; or
 - (C) a management company within the meaning of Directive 2001/107/EC, certifying his expertise, his experience and his knowledge in adequately appraising in investment in the Fund.

Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to an Article is a reference to a provision of these Articles of Association.
- (f) A reference to an agreement or document (including, without limitation, a reference to these Articles of Association) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by these Articles of Association or that other agreement or document.
- (g) A reference to a party to these Articles of Association or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (i) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (j) A reference to a statutory definition includes the definition as amended or replaced from time to time.
- (k) A reference to conduct includes, without limitation, an omission, statement and undertaking, whether or not in writing.
- (l) A reference to the Depositary or the Managing General Partner includes a reference to their respective officers, employees and agents or any of them.
- (m) A reference to . or euro is to euro.
- (n) A reference to euro as functional currency of the Fund will be deemed to refer to any other Base Currency if another currency has been adopted as the Base Currency of the Fund.
- (o) A reference to the Managing General Partner being the registered owner, holder or transferee of any asset or as being the party to whom or by whom any payments (including but not being limited to payments of taxes) are to be made, is, where appropriate, a reference to any agent or delegate of the Managing General Partner.
- (p) A reference to a quarter is a reference to a calendar quarter commencing on 1 January, 1 April, 1 July or 1 October and ending on the next following 31 March, 30 June, 30 September or 31 December, respectively.

Art. 1. Form and Name. There exists among the subscribers and all those who may become owners of Shares hereafter issued, an investment company with variable capital (société d'investissement à capital variable) in the form of a corporate partnership limited by shares (“société en commandite par actions”) organised as a specialised investment fund (fonds d'investissement spécialisé) under the name of “First State European Diversified Infrastructure Feeder Fund II SCA, SICAV-SIF”, which is governed by the law of 10 August 1915 on commercial companies, by the SIF Law, as well as by these Articles of Association.

Art. 2. Registered Office.

2.1. The registered office of the Fund is established in Luxembourg, Grand Duchy of Luxembourg. It may be transferred within the boundaries of the municipality by a resolution of the Managing General Partner. Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or abroad (but in no event in the United States of America, its territories or possessions) by decision of the Managing General Partner.

2.2 In the event that the Managing General Partner determines that extraordinary political, economic or social developments have occurred or are imminent which would 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 those abnormal circumstances; such provisional measures will have no effect on the nationality of the Fund which, notwithstanding such temporary transfer, will remain a Luxembourg company.

Art. 3. Duration.

3.1 The Fund will be liquidated on the Termination Date or as soon as practicable after the Termination Date when the Managing General Partner has received Proceeds from the dissolution of the Master Fund.

3.2. The Fund may at any time be dissolved by a resolution of the General Meeting, adopted in the manner required for the amendment of these Articles of Association.

Art. 4. Purpose.

4.1. The exclusive purpose of the Fund is to invest the funds available to it in the Master Fund, with the purpose of benefiting from the Master Fund's diversified investment policy and objectives in order to afford its Shareholders with the benefit of the management of the assets of the Master Fund.

4.2. The Fund may take any measures and carry out any transaction which it may deem useful for the fulfillment and development of its purpose to the largest extent permitted under the SIF Law or any legislative replacements or amendments thereof.

II. Capital - Shares - Net asset value**Art. 5. Share Capital and Series.**

5.1 The capital of the Fund will at any time be equal to its total net assets as defined in Article 17 hereof and will be represented by fully paid-up Shares of no par value.

5.2. The initial capital of the Fund is thirty-one thousand euro (€ 31,000.-) divided into the following classes of Shares:

(i) one (1) Management Share; and

(ii) thirty thousand nine hundred and ninety-nine (30,999) Shares.

The initial Shares (other than the Management Share) will be redeemed at their Issue Price and cancelled upon the First Contribution Date of the Fund.

5.3. The minimum capital of the Fund will be one million two hundred and fifty thousand euro (€ 1,250,000). The Fund must establish this level of minimum capital within twelve months after the date on which the Fund has been registered as a specialised investment fund on the official list of specialised investment funds in accordance with the provisions of the SIF Law.

5.4. The Managing General Partner is authorised without any limitation to issue an unlimited number of additional fully paid up Shares at any time in accordance with Article 8 hereof at the Issue Price determined by the Managing General Partner.

5.5. Unless otherwise provided for in these Articles of Association, Shares have no preferential or pre-emption rights and are subject to any transfer restrictions as provided for in Article 16 of these Articles of Association.

5.6. The Managing General Partner may in its absolute discretion impose restrictions on the frequency at which Shares may be issued. The Fund will offer different Series of Shares which carry the same rights and obligations. Each Series corresponds to a specific Commitment Period.

Art. 6. Eligible Shareholders.

6.1. The Shares of the Fund are restricted to Persons who are Well-Informed Investors, who are able to adequately assess the risk associated with their investment and who confirm in writing, or whose nominees certify in writing on their behalf, that they adhere to the status of Well-Informed Investor. The conditions pertaining to the Well-Informed Investor status are not applicable to the Managing General Partner and other Persons who are involved in the management of the Fund.

6.2. If any Shareholder is an insurance undertaking, that undertaking must subscribe for Shares in its own name and remain the sole legal owner of the Shares, without any possibility of transfer to its policy holders.

Art. 7. Form of Shares.

7.1. Shares will be issued in registered form only and fully paid-up. No fractions of Shares will be issued. Each Shareholder may only subscribe for a certain number of Shares to be determined by the Managing General Partner in its absolute discretion.

7.2. All issued registered Shares of the Fund will be registered in the Register, which will be kept by the Fund or by one or more persons designated thereto by the Fund, and such Register will contain the name of each legal owner, his residence or elected domicile as indicated to the Fund and the number of Shares held by him.

7.3. All Shareholders must provide the Managing General Partner with an address to which all notices and announcements may be sent. Such address will also be entered into the Register.

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

7.5. The Fund recognises only one single 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 Shares have to appoint one single attorney to represent such Shares with respect to the Fund. The failure to appoint such attorney implies a suspension of all rights attached to such Shares.

7.6. Share certificates or confirmations of ownership will be jointly signed by the Managing General Partner and the Depositary. Share certificates or confirmations of ownership will be delivered by the Managing General Partner upon special request from the relevant Shareholder provided that payment therefore has been received by the Depositary from that Shareholder.

Art. 8. Subscription and ownership of Shares.

8.1. Well-Informed Investors wishing to subscribe for Shares in the Fund must execute a Subscription Agreement which, upon acceptance, will be signed by the Managing General Partner.

8.2. The minimum Commitment for any Commitment Period will be 5,000,000. The Managing General Partner may accept Commitments of lesser amounts at its discretion, but has no discretion to accept a Commitment of less than 200,000.

8.3. Capital Contributions must be made in cash.

8.4. The Managing General Partner in its absolute discretion has the right to accept or reject any application to subscribe for Shares and may further restrict or prevent the ownership of Shares by specific categories of Persons. The Managing General Partner may require any subscriber to provide it with any information that it may consider necessary for the purpose of deciding whether or not such Person is eligible to subscribe for Shares.

8.5. On the basis of the information received by, and with the assistance of, the Managing General Partner, the Administrative Agent must be able to verify that prospective Shareholders in the Fund comply with the status of Well-Informed Investor.

8.6. Shares of the Fund will be issued in connection with each Capital Contribution by a Shareholder upon receipt of the amount specified in the Drawdown Notice.

8.7. The Managing General Partner may temporarily suspend the subscription of its Shares upon the occurrence of any of the events set out under Article 17.3 of these Articles of Association.

Art. 9. Issue Price per Share.

9.1. The Issue Price per Share will be determined by the Managing General Partner on the basis of the most recent calculation of Share NAV available.

9.2. The Issue Price per Share at the First Closing Date will be 1 and will apply until the availability of the first NAV.

Art. 10. Capital calls.

10.1. During any Commitment Period, Commitments will be drawn down by the Managing General Partner on an as-needed basis on no less than 10 Business Days' prior written notice. Calls must be made on all Shareholders having made Commitments during the relevant Commitment Period on an equal basis proportional to the Commitment of each Shareholder and at the same time.

10.2. The Drawdown Notice must specify:

- (i) the amount of Undrawn Commitment being drawn down;
- (ii) the Series and number of Shares which will be issued upon payment of the relevant Capital Contribution;
- (iii) the Issue Price;
- (iv) the date on which the amount drawn down must be paid; and
- (v) the purpose for which the call is being made.

10.3. When a Commitment is drawn down by the Managing General Partner, the Shareholder must pay to the Administrative Agent the amount in euro drawn down at the time specified in the Drawdown Notice. Upon and in consideration of the amount received by the Administrative Agent from the Shareholder, the number of Shares of the relevant Series owned by that Shareholder will be increased commensurately.

Art. 11. Commitment Periods and Closings.

11.1. A Commitment Period is a period, commencing on the Final Closing of the relative Series and ending on the third anniversary of that date, during which the Managing General Partner may, by Drawdown Notice issued to a Shareholder, draw down the whole or any part of the amount committed by that Shareholder in relation to that period.

The Commitment Period in relation to a Series may be extended by one or both of two consecutive one year extensions which may be made by the Managing General Partner with the approval of each relative Shareholder (unless a subsequent Series has been launched). The Undrawn Commitment of any Shareholder who does not agree to an extension of the Commitment Period will be cancelled as from the third anniversary of the Final Closing of that Series.

There will be a series of successive Commitment Periods over time (any number of which may be running contemporaneously), enabling the Fund to extend its Investment base and receive confirmation from Shareholders of continuing

or extended Commitments as well as potentially permitting new Shareholders to participate in the Fund. Where the Managing General Partner plans to seek material additional Commitments, an opportunity to give Commitments:

a) in relation to a subsequent Commitment Period will be given to Shareholders already owning Shares of a Series referable to a previous Commitment Period; and

b) in relation to the same Commitment Period where no Drawdown Notice has been issued in relation to that Series nor Capital Contribution accepted in relation to that Series, may be given to Shareholders already committed to subscribe for Shares of the Series referable to that Commitment Period.

11.2. Each Commitment Period will have one or more Closings and will relate to a distinct Series of Shares. The First Closing for each Commitment Period will be the last Business Day of the calendar month during which the minimum level of Commitments (as determined by the Managing General Partner and notified to Shareholders) has been received in relation to that Commitment Period (if relevant), on a specified date, or at any other time as the Managing General Partner may determine in its absolute discretion. At the discretion of the Managing General Partner subsequent Closings may be permitted in relation to a Commitment Period (each a Subsequent Closing) within six months after the First Closing of the relative Commitment Period. No Subsequent Closing will be permitted in relation to a Commitment Period once the Managing General Partner has issued a Drawdown Notice in relation to that Series or accepted a Capital Contribution in relation to that Series.

On a Subsequent Closing, applications for Shares from Additional Shareholders may be accepted.

Art. 12. First Closing Date and first Commitment Period.

12.1. The First Closing Date of the Fund will be the date on which Commitments from Persons who are not Affiliates of the Managing General Partner are accepted by the Managing General Partner.

12.2. The First Commitment Period commences on the First Closing Date and ends on the third anniversary of that date (unless extended pursuant to Article 11.1 of these Articles of Association).

Art. 13. Subsequent Commitments.

13.1 The Managing General Partner may, from time to time after the First Closing Date, invite Shareholders and/or new potential Shareholders to give:

a) Commitments in relation to a new Commitment Period; or

b) if it is less than six months after the First Closing of the relative Series, there has been no Drawdown Notice issued in relation to that Series and there has been no Capital Contribution accepted in relation to that Series, further Commitments in relation to the same Commitment Period,

(each a Subsequent Commitment). Such Subsequent Commitments will be undertaken in accordance with the general terms set out in the Fund Documents and any specific terms notified to Shareholders at the relevant time by the Managing General Partner.

13.2 An opportunity to give Subsequent Commitments in relation to a Commitment Period will be given to Shareholders already owning Shares of a Series referable to a preceding Commitment Period.

13.3 Any Commitments may be offered to new potential Shareholders at the Managing General Partner's discretion.

Art. 14. Additional Shareholders.

a) Each Additional Shareholder will be treated as if it had been admitted, or as if the increase was included in its respective Commitment, at the First Closing of the relevant Commitment Period.

b) As from the time of its issue, each Share and its owner will be treated equally with each other Share and its respective owner on the terms and conditions of these Articles of Association.

Art. 15. Defaulting Shareholders.

15.1. If a Shareholder fails to pay any part of its Commitment when due and payable that Shareholder is a defaulting Shareholder (Defaulting Shareholder) and will:

(a) pay to the Fund interest on the amount outstanding at an annual rate equal to EURIBOR plus 5%, capitalised monthly from the first day when that amount became due and payable until the date of actual payment;

(b) indemnify the Fund against any damages, fees and expenses incurred as a result of or in connection with the default;

(c) for as long as it fails to remedy the default, cease to have any voice and voting rights in any General Meeting (and, if applicable, on the Shareholders' Representative Group) and all acts, consents and decisions with respect to the Fund will be made by the other Shareholders or, as the case may be, the Managing General Partner, without requiring the participation of the Defaulting Shareholder;

(d) for as long as it fails to remedy the default, the Defaulting Shareholder will cooperate with and consent to a decision of the Managing General Partner, at the sole discretion of the Managing General Partner, to freeze the Defaulting Shareholder's Shares, which means that it will not be entitled to receive any Distributions otherwise payable to the Defaulting Shareholder (and the amount withheld may be set-off against the amount due by the Defaulting Shareholder at the discretion of the Managing General Partner); and

(e) if the default is not cured within 30 days of the date on which the relevant amount became due and payable, have its Shares of any Series repurchased at a discount to NAV at any time. The decision to repurchase and the determination of each of the number of Shares, the Series of Shares (and whether one or more Series), the discount and the time at which repurchase is to occur, will be made by the Managing General Partner in its absolute discretion).

15.2. Notwithstanding the discretions described in the preceding paragraph, in circumstances where a Shareholder no longer complies with the status of Well-Informed Investor as per Article 6 and is, for that reason, in breach of its representations and warranties in its Subscription Agreement, the Managing General Partner must repurchase all the Shares of that Shareholder and only retains a discretion in relation to the applicable discount and the time of repurchase, but the time of repurchase should be as soon as practicable.

15.3 Nothing in these Articles of Association will affect any of the obligations of a Defaulting Shareholder under or in relation to its Shares or the Fund Documents. The Defaulting Shareholder remains fully liable for the fulfilment of its payment obligations under the Fund Documents and in relation to its Commitment notwithstanding any other rights and remedies the Managing General Partner may have pursuant to applicable law including any recourse that the Managing General Partner may adopt in order to recover the unpaid amounts.

15.4 Each Shareholder will make certain representations and give certain warranties and undertakings as set out in the relevant Subscription Agreement. Those representations, warranties and undertakings are deemed to be repeated and reaffirmed by the Shareholder as of each date that it is required to make a Capital Contribution to the Fund pursuant to the Fund Documents. If, at any time during the term of the Fund, any of those representations, warranties or undertakings ceases to be true or is breached, the Shareholder must promptly notify the Managing General Partner in writing of that fact.

15.5 If a Shareholder fails to comply with any anti-money laundering requirement or any representation, warranty or undertaking mentioned above ceases to be true or is breached, the Shareholder may be declared a Defaulting Shareholder at the Managing General Partner's discretion and the sanctions applicable to Defaulting Shareholders failing to comply with drawdowns will apply mutatis mutandis except for the payment of interest as contemplated under Article 15.1(a) of these Articles of Association.

Art. 16. Transfer.

16.1. Subject to Article 16.3, no Shareholder (a Transferor) may sell, donate, exchange, assign, transfer, pledge (other than in connection with a borrowing for the Fund), hypothecate or otherwise transfer, to or in favour of any party (a Transferee), all or some of the Transferor's Shares or Commitment (each a Transfer) without the prior written approval of the Managing General Partner which may be withheld in the Managing General Partner's absolute discretion. Notwithstanding the previous sentence, the Transfer to a Transferee which is an Affiliate of the Transferor will not require the prior approval of the Managing General Partner if:

(a) the Credit Rating of the Transferee is equal to or better than the Credit Rating of the Transferor at the time the Transferor acquired the Shares; or

(b) the Transferor guarantees for the benefit of the Fund all payment obligations of the Transferee in relation to the Shares or Commitment.

16.2. The Managing General Partner will withhold its consent to a Transfer in the following circumstances:

(a) the Transfer is considered by the Managing General Partner not to be in the best interests of the Fund or the Shareholders as a whole;

(b) the Transferee does not qualify as a -Well-Informed Investor; or

(c) the Transferee is unable to satisfy the Managing General Partner of its ability to meet any Undrawn Commitment.

Nothing in this Article limits the circumstances in which the Managing General Partner may withhold its consent to a transfer.

16.3. No approval of the Managing General Partner pursuant to Article 16.1 is required for a Transfer by a Shareholder which is:

(a) a VAG Shareholder; or

(b) a German Investment Fund.

A Transfer by a VAG Shareholder or a German Investment Fund, as the case may be, will be valid upon the agreement between the VAG Shareholder or the German Investment Fund, as the case may be, and the Transferee provided that the Transferee is a Well-Informed Investor and provided further that the Transferee meets the criteria set out in Article 16.1(a). The Managing General Partner's right to take the statutory remedies in the event any such Transfer violates mandatory statutory provisions or constitutes good cause because of substantially detrimental consequences for the Fund will remain unaffected. In these instances, the Transfer will remain valid until the objections against the validity of the Transfer are established in a non-appealable court decision or are accepted by the transferring VAG Shareholder or the German Investment Fund, as the case may be. Unless otherwise agreed between the transferring VAG Shareholder or the German Investment Fund, as the case may be, and the Transferee, the obligation to pay the Undrawn Commitment of the transferring VAG Shareholder or the German Investment Fund, as the case may be, will be assumed by the Transferee and the VAG Shareholder's or the German Investment Fund's, as the case may be, liability will cease to exist.

If any Shares or a Commitment are kept as part of the restricted assets (Sicherungsvermögen) of a VAG Shareholder, any transfer of Shares requires the prior written consent of nominee appointed pursuant to the VAG for the restricted assets of the VAG Shareholder, or his deputy.

16.4. Upon any valid Transfer, the Transferee will have all the rights and be subject to all the obligations of the Transferor, including, but not limited to, payment of the Undrawn Commitments existing or arising on or after the date of transfer as if such a Transferee had been originally admitted to the Fund instead of the Transferor, effective as of the date of the relevant Transfer. In the event of a Transfer of part only of a Shareholder's Commitment, the provisions of the immediately preceding sentence will, mutatis mutandis, be applicable on a pro rata basis. No Shareholder may grant limited rights over its Shares or the right to receive Distributions and no Shareholder may dispose of, or grant a limited right over, any other right it may have against the Fund.

16.5. Any Transfer may only be effected once the Transferee, to the satisfaction of the Managing General Partner, has agreed to be bound by the terms of these Articles of Association and assumes all rights and obligations of the Transferor hereunder by signing a duly completed Subscription Agreement or a novation of an existing Subscription Agreement, as the case may be.

16.6. Subject to the provisions of these Articles of Association regarding VAG Shareholders and German Investment Funds, without affecting the absolute discretion of the Managing General Partner in relation to the approval of Transfers (however not including in the case of Transfer by VAG Shareholders and German Investment Funds) or any other provision in these Articles of Association, the Managing General Partner intends, without accepting any obligation to do so, to facilitate the Transfer of Shares between Shareholders if requested by a Shareholder.

16.7. Subject to the provisions of these Articles of Association regarding VAG Shareholders and German Investment Funds, the Fund may restrict or prevent the ownership of Shares in the Fund by any Person, namely any Person in breach of any law or requirement of any country or governmental authority and any Person which is not qualified to hold such Shares by virtue of such law or requirement (including without limitation any Person which does not qualify as a Well-Informed Investor within the meaning of article 2 of the SIF Law) or if in the opinion of the Fund such holding may be detrimental to the Fund or the majority of its Shareholders, if it may result in a breach of any law or regulation, whether Luxembourg or foreign, or if as a result thereof the Fund may become exposed to disadvantages (including without limitation tax or financial disadvantages) that it would have otherwise occurred or subject to laws (including without limitation tax laws) other than those of the Grand Duchy of Luxembourg.

III. The net asset value determination

Art. 17. Valuation Policy and Calculation of the NAV.

17.1. (a) Frequency and timing: The Managing General Partner and the AIFM adopt a policy of valuing the Investment of the Fund at least once each Financial Year and at any other time required by the Managing General Partner or AIFM. The valuation of the Investment will be reviewed by an independent expert on an annual basis.

(b) Reliance on valuation of Master Fund: The Managing General Partner and the AIFM will rely on the valuation methodologies of the Master Fund. The Administrative Agent may rely upon any valuation made by or in respect of the Master Fund without any duty of further inquiry (except in relation to obvious errors).

(c) Valuation principles: The assets and liabilities of the Fund will be valued in accordance with applicable Luxembourg GAAP, resulting, in the opinion of the Managing General Partner, in a NAV, which reflects the fair value of the underlying assets and liabilities of the Fund.

Information or knowledge of events received after the publication of the NAV will only be taken into account on a prospective basis in subsequent NAV calculations and may form a reconciling item with the annual audited financial statements of the Fund.

The following valuation principles will be applied directly at the level of the Master Fund to any valuation of investments and so will indirectly apply at the level of the Fund:

(i) unlisted investments will be valued on a fair value basis using an appropriate recognised valuation standard as approved by the management company of the Master Fund, subject to the discretion of the management company of the Master Fund to make adjustments in good faith to account for factors such as any significant change in the circumstances of a particular investment; and

(ii) listed investments will be valued at the average mid-market closing price calculated over the period of 10 working days in the relevant market immediately preceding the valuation, making any adjustments the management company of the Master Fund considers appropriate having regard to the dividend cycle and other extraordinary and exceptional corporate events.

17.2. (a) The NAV of the Fund will be determined as often as the Managing General Partner or the AIFM may think useful, but in no event less than as at the end of each quarter, by the Administrative Agent under the supervision of the Managing General Partner in accordance with these Articles of Association. The NAV will be calculated and published by the Administrative Agent. For information purposes and if requested, the NAV of the Fund may be updated as may be required under the German Capital Investment Code (Kapitalanlagegesetzbuch) and as may be determined by the Managing General Partner, by adding the cost of a new investment made and still held and deducting the most recent net asset value of the investment realized or written off.

(b) The NAV will be expressed in the Base Currency and will be determined (on the basis of the valuation of the Investment of the Fund as provided to the Administrative Agent by the Managing General Partner or the AIFM as at each Valuation Date) by aggregating the value of all assets of the Fund and deducting all liabilities of the Fund, as adjusted for items that do not contribute to fair value (such as derivative accounting, post balance sheet events and deferred amounts that will not materialise) as well as any other adjustments necessary to determine NAV in accordance with Luxembourg GAAP. The Administrative Agent may rely upon any valuation made pursuant to Article 17.1 without any duty of further inquiry (except in relation to obvious errors).

(c) For the purposes of the calculation of the NAV, the assets of the Fund are deemed to include:

(i) all cash in hand or on deposit, which may be held on an accessory and temporary basis, including any interest accrued thereon;

(ii) all bills and demand notes and accounts receivable (including proceeds of securities sold but not delivered), which may be held on an accessory and temporary basis;

(iii) all bonds, time notes, shares, stocks, debenture stocks, subscription rights, warrants, and other investments and securities, if any owned or contracted for by the Fund;

(iv) all stocks, stock dividends, cash dividends, cash distributions receivable by the Fund to the extent information thereon is reasonably available to the Fund;

(v) all interest accrued on any interest bearing securities owned by the Fund, except to the extent that the same is included or reflected in the principal amount of such security;

(vi) the primary expenses of the Fund insofar as the same have not been fully amortised; and

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

(d) For the purposes of the calculation of the NAV, the liabilities of the Fund are deemed to include:

(i) all loans, Shareholder loans, bills and accounts payable;

(ii) all accrued or payable administrative expenses, including but not limited to management, advisory and depositary fees;

(iii) all known liabilities, present and future, including all matured contractual obligations for payments of money or property;

(iv) an appropriate provision for income and deferred taxes based on capital and income to the valuation day, as determined from time to time by the Managing General Partner or AIFM, and other reserves, if any, authorised and approved by the Managing General Partner;

(v) the establishment costs, up to an amount of 200.000, which will be amortised over a 5 year period; and

(vi) all other liabilities of the Fund of whatsoever kind and nature except liabilities represented by Shares in the Fund.

In determining the amount of the liabilities of the Fund, the Managing General Partner and the AIFM must take into account all expenses payable by the Fund, which will comprise formation expenses, fees payable to the Managing General Partner, its accountants, the Administrative Agent and any other agent employed by the Fund, fees for legal and auditing services, promotion, printing reporting and publishing expenses, including the cost of advertising or preparing and printing of the Fund Documents, explanatory memoranda or registration statements, annual reports, taxes or governmental charges, and all other operating expenses, including the cost of buying and selling assets, interest, bank charges and brokerage, postage, telephone and facsimiles. The Managing General Partner or the AIFM may calculate administrative and other expenses of a regular or recurring nature on an estimated basis for yearly or other periods in advance and may accrue the same in equal proportions over any such period.

(e) For the purposes of the calculation of the NAV:

(i) Shares in respect of which subscription has been accepted but payment has not yet been received are deemed to be existing;

(ii) Undrawn Commitments are not taken into consideration;

(iii) all investments, cash balances and other assets of the Fund not expressed in the Base Currency, will be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the NAV; and

(iv) effect must be given as at any Valuation Date to any purchases or sales of securities contracted for by the Fund on that Valuation Day, to the extent practicable.

(f) The NAV will be made available by the Administrative Agent at the request of each Shareholder.

17.3. (a) In the event that extraordinary circumstances exist which render a valuation pursuant to Article 17.1 impracticable or inadequate, the Managing General Partner and AIFM are authorised, prudently and in good faith, to follow other rules in order to achieve a fair valuation of the assets. Neither the Managing General Partner nor the AIFM will be liable for any loss suffered by the Fund or any Shareholder or any other Person by reason of any error in the calculation resulting from any inaccuracy in information received from the Master Fund and/or any Independent Valuer appointed by the Master Fund in each case based on generally accepted practices for valuing infrastructure assets (where applicable).

(b) The Managing General Partner or the AIFM may temporarily suspend the calculation of the NAV during:

(i) any period when, in the reasonable opinion of the Managing General Partner, a fair valuation of the assets of the Fund or of the Master Fund is not practicable for reasons beyond the control of the Managing General Partner; or

(ii) any period when any of the principal stock exchanges on which a substantial proportion of the investments of the Master Fund are quoted is closed (otherwise than for ordinary holidays) or during which dealings thereon are restricted or suspended; or

(iii) the existence of any state of affairs which constitutes an emergency as a result of which valuation of assets owned by the Fund or the Master Fund would be impractical; or

(iv) any breakdown in, or restriction in the use of, the means of communication normally employed in determining the price or value of any of the Investments or the currency price or values on any relevant stock exchange.

(c) The board of directors of the Managing General Partner will meet at least every 6 months to review the appropriateness of the valuation applied at the level of the Master Fund and will confirm them at such meetings. Resolutions passed at such meetings will be minuted.

(d) In the event the Managing General Partner or AIFM receives a copy of a valuation report from the management company of the Master Fund the Managing General Partner or AIFM will offer to distribute that valuation to any Shareholder from whom the Managing General Partner or AIFM has received a written request for such valuation report and an executed hold harmless letter in the form required by the relative valuer in relation to that valuation report. If any Shareholder receives a valuation report even though it has not requested it or has not executed and provided a hold harmless letter in the form required and in relation to that valuation report, that Shareholder acknowledges and agrees that it has received the valuation report in error and has no right to rely on that valuation report nor to make any claim against the relative valuer or its Affiliates, employees, agents or contractors.

17.4 The NAV will be made available at the registered office of the Fund as well as at the offices of the Depositary and the Administrative Agent.

IV. Administration and supervision

Art. 18. Powers of the Managing General Partner.

18.1. The Fund is managed by the Managing General Partner, who will always be an unlimited shareholder of the Fund (associé gérant commandite) and who will be personally, jointly and severally liable with the Fund for all liabilities which cannot be met out of the assets of the Fund. The Shareholders will refrain from acting in a manner or capacity other than by exercising their rights as Shareholders in General Meetings or as a member of the Shareholders' Representative Group.

18.2. The Managing General Partner is vested with the broadest powers to perform all acts of acquisition, disposition and administration within the Fund's purpose, as set out in Article 4 of these Articles of Association.

18.3. Vis-à-vis third parties, the Fund is validly bound by the sole signature of the Managing General Partner acting through one or more authorised signatories or by the individual or joint signatures of any other persons to whom authority has been delegated by the Managing General Partner as the Managing General Partner may determine in its absolute discretion.

18.4. All powers not expressly reserved by law or by these Articles of Association to the General Meeting are in the competence of the Managing General Partner. The Managing General Partner holds a veto right against all decisions of the General Meeting which affect the rights of the Fund towards third parties and which amend the Articles of Association.

Art. 19. Delegation.

19.1. The Managing General Partner may delegate any authority, power or discretion exercisable by it (including one that it may have a duty to exercise or perform and the power of delegation) to any Person (including an Affiliate) in the manner and on terms that the Managing General Partner considers appropriate.

19.2. The Managing General Partner may thus appoint any officers, including a general manager and any assistant general managers as well as any other officers that it considers necessary for the operation and management of the Fund. Such appointments may be cancelled at any time by the Managing General Partner. The Managing General Partner may furthermore appoint other agents, who need not to be members of the Managing General Partner and who will have the powers determined by the Managing General Partner. The Managing General Partner may create from time to time one or several committees composed of Managing General Partner members and/or external persons and to which it may delegate powers and roles as appropriate.

19.3. The Managing General Partner may obtain investment information, advice and other services, remuneration for which will be at the Fund's cost to the extent provided under these Articles of Association.

Art. 20. Resignation of the Managing General Partner. The Managing General Partner may resign as manager of the Fund only if it has arranged for its succession by nominating a successor and procuring the approval of that successor at a General Meeting by the affirmative vote of Shareholders representing more than 50% of the Shares held by Shareholders entitled to vote and subject to the approval of such successor by the CSSF (if required).

Art. 21. Removal of the Managing General Partner. The Managing General Partner may be removed at a General Meeting by:

(a) the affirmative vote of Shareholders representing more than 66.% of the Shares held by Shareholders entitled to vote. Such a resolution to remove the Managing General Partner may only be adopted in the case of:

(i) fraud, gross negligence, bad faith, willful misconduct or reckless disregard by the Managing General Partner in respect of its obligations in relation to the Fund, in each case as determined by a court of competent jurisdiction, or

(ii) the Managing General Partner having been declared bankrupt, granted suspension of payments or being dissolved; or

(b) the affirmative vote of Shareholders representing more than 80% of the Shares held by Shareholders entitled to vote. Such a resolution to remove the Managing General Partner may only be adopted after the fifth anniversary of the First Closing Date.

Upon removal of the Managing General Partner, the General Meeting will appoint a successor managing general partner by the affirmative vote of Shareholders representing more than 50% of the Shares held by Shareholders entitled to vote.

Any such removal will be effective upon execution of an agreement satisfactory to the legal counsel of the Fund, under which the replacement managing general partner assumes the rights and undertakes the obligations of the Managing General Partner to the Fund under these Articles of Association with effect from its appointment and under which the name of the Fund must be changed if so requested by the Managing General Partner.

Art. 22. Further consequences of resignation or removal of the Managing General Partner. Upon the resignation or removal of the Managing General Partner becoming effective pursuant to Article 20 or 21 any rights and obligations of the Managing General Partner will immediately cease to exist, it being understood that:

(a) the Managing General Partner will remain entitled to its fees and reimbursements under these Articles of Association regarding the period of time up until the date on which the resignation or removal becomes effective;

(b) the outgoing Managing General Partner will remain entitled to indemnification, in its capacity as Managing General Partner, from the Fund pursuant to the provisions of these Articles of Association, with respect to any matter arising prior to its resignation or removal and has no liability to the Fund as a managing general partner in respect of any matter arising after it ceases to be the Managing General Partner; and

(c) where removed pursuant to Article 21(b), the Managing General Partner will also be entitled to receive an amount equal to two times the aggregate annual Management Fees paid during the two calendar years prior to the date of such removal.

Art. 23. Financial accommodation and hedging.

23.1. The Managing General Partner may obtain on a temporary basis financial accommodation of any amount which is equal to or less than, but in any event may never exceed, 10% of the Value of the Fund determined at the time of obtaining financial accommodation at such times and for such purposes as the Managing General Partner in its absolute discretion considers appropriate including, without limitation, to finance drawdowns of Commitments pending receipt from Shareholders of the amounts drawdown.

On a temporary basis the Managing General Partner may also obtain letters of credit or financial guarantees of an amount up to 10% of the Value of the Fund determined at the time of obtaining the credit or guarantee.

Financial accommodation may be raised at the Investment and Investment holding structure level on a case by case basis. The Managing General Partner will take into consideration the financial risks and existing gearing levels of an individual Investment before seeking further financial accommodation in relation to that Investment.

The Managing General Partner may, acting on behalf of and for the account of the Fund, secure the Fund's financial accommodation by using the Shareholders' Undrawn Commitments and the Fund's Investments. In subscribing for Shares, each Shareholder accepts that the Managing General Partner may secure the financial accommodation made in relation to the Fund with:

(a) a pledge over the assets of the Fund; as well as with:

(b) specific security interests over:

(i) the rights of the Managing General Partner to call on the Shareholders' Undrawn Commitments pursuant to these Articles of Association; and

(ii) the Fund's interest in the proceeds of a Drawdown of the Shareholders' Undrawn Commitments.

If the Managing General Partner gives the security contemplated by Article 23.1(b)(i), the relevant provider of financial accommodation will be authorised to exercise the rights of the Managing General Partner under Article 10.

If the Managing General Partner gives the security contemplated by Article 23.1(b)(ii), the account of the Fund established and maintained with the Depositary into which the relevant Shareholders' Capital Contributions are to be paid will be pledged by the Depositary on behalf of the Fund in favour of the provider of financial accommodation.

The Managing General Partner will notify each Shareholder of any security it has given over its right to call that Shareholder's Undrawn Commitment. Where the Managing General Partner seeks to grant security rights over the Managing General Partner's rights to call on any Undrawn Commitments relating to a Series, it will seek to do so on an

equal basis proportional to the Undrawn Commitment of each Shareholder in respect of that Series. No Shareholder may be held liable with respect to any financial accommodation or security in excess of its Commitment.

In the event that an Shareholder makes a payment as a result of the enforcement of a security which the Management General Partner has given over its right to call that Shareholder's Undrawn Commitment, such payment shall be deemed to be a Capital Contribution and Shares of the Fund in consideration of such payment will be issued to the respective Shareholder by the Management General Partner.

23.2. The Managing General Partner may, in its sole discretion, employ currency and interest rate hedging techniques, to hedge any currency exchange and/or interest rate risk exposures related to the Investment. The Managing General Partner will at no time take positions for hedging purposes which positions would exceed the total exposure of the Fund to currency and interest rate risk. The Managing General Partner must not enter into hedging transactions of any kind solely for speculative purposes.

Art. 24. Separate liabilities of the Managing General Partner. The Managing General Partner hereby undertakes that it will at all times duly and punctually pay and discharge its separate and private debts and engagements whether present or future incurred or assumed by it as principal and other than in its capacity as managing general partner of the Fund and will keep the Fund and the Shareholders and their personal representatives, estates and effects indemnified therefrom and from all liabilities, actions, proceedings, costs, claims and demands in respect thereof.

Art. 25. The Shareholders' Representative Group.

25.1. Composition and procedures

(a) The Managing General Partner will establish a Shareholders' Representative Group no later than 12 months after the First Closing Date. The members of the Shareholders' Representative Group will be representatives of the Shareholders. The Managing General Partner in its absolute discretion will determine the membership of the Shareholders' Representative Group having regard to the number and nature of Shareholders and the level of their drawn and Undrawn Commitments to the Fund although no officer, employee or executive of the Managing General Partner or any Affiliate of the Managing General Partner may be a member. The Managing General Partner will give each of the Shareholders notice of the appointment of each member of the Shareholders' Representative Group within 3 calendar months after that appointment. If an appointment is terminated at any time, the Managing General Partner will give each of the Shareholders notice of the termination promptly after it is effected.

(b) Each member of the Shareholders' Representative Group will have one vote.

(c) The Shareholders' Representative Group will meet at least once annually and at such other times as the Managing General Partner considers necessary and provided that any member of the Shareholders' Representative Group may require the Managing General Partner to convene a meeting.

(d) Meetings of the Shareholders' Representative Group will be convened by the Managing General Partner upon not less than 10 Business Days' written notice, except in cases of urgency (determined reasonably) or unless such notice requirement is waived by all Shareholders' Representative Group members. The Managing General Partner has the right to attend and speak at all meetings of the Shareholders' Representative Group as an observer but is not entitled to vote on any matters discussed at such meeting.

(e) The members of the Shareholders' Representative Group may meet in person or by conference call or similar means of communication, whereby all persons participating in the meeting can hear each other. Participating in a meeting by such means will constitute presence in person at such meeting. Shareholders' Representative Group members may not represent each other.

(f) Resolutions in writing approved and signed by a simple majority of the members of the Shareholders' Representative Group have the same effect as resolutions passed at a meeting of the Shareholders' Representative Group. Notice of any such resolution will be distributed to each Investor.

(g) The quorum for a meeting of the Shareholders' Representative Group will be a simple majority of the members of the Shareholders' Representative Group and its decisions will require a simple majority of those present or represented at the meeting. If there is no quorum at a relevant meeting the Managing General Partner or a member of the Shareholders' Representative Group will call a further meeting of the Shareholders' Representative Group with at least five days' notice and the quorum requirement will not apply to such meeting and any decision at such meeting concerning any matter which was on the agenda for the preceding meeting which was not quorate will require a simple majority of members entitled to vote and present or voting at the meeting.

(h) Prior to the commencement of a meeting of the Shareholders' Representative Group, a member of the Shareholders' Representative Group may submit a vote in writing on any matter which was on the agenda for the meeting, without being in attendance at the relevant meeting or at any adjournment or further meeting to consider the same agenda item. If a member submits a written vote on any such matter, that member will count towards the satisfaction of the quorum, if applicable and for the purposes of waiving the notice requirement, where relevant.

(i) Within 3 calendar months after each meeting of the Shareholders' Representative Group, the Managing General Partner will ensure that copies of the minutes of that meeting are distributed to each Shareholder.

25.2. Scope of involvement

(a) The Shareholders' Representative Group will perform the functions described in these Articles of Association considering the interests of the Fund and the Shareholders, collectively. In performing its functions under these Articles of Association, the Shareholders' Representative Group must not take into account the interests of any particular Shareholder.

(b) The Shareholders' Representative Group's role will be advisory only and the members of the Shareholders' Representative Group will not have any approval or other management rights with respect to the Fund or the business of the Fund.

(c) The Shareholders' Representative Group provides advice and is consulted by the Managing General Partner on those significant matters as may be referred to it by the Managing General Partner each time before a meeting of the investors' representative group of the Master Fund. Such matters may include material conflicts of interest, appointment of valuers and valuation methodology at the level of the Fund and/or the Master Fund and Key Man Events. Any meeting organised in preparation of a meeting of the investors' representative group of the Master Fund will aim at instructing any Person who is a member of the investors' representative group of the Master Fund.

(d) No fees will be paid to the members of the Shareholders' Representative Group. Each member will be reimbursed by the Fund for its reasonable out-of-pocket expenses incurred in attending the Shareholders' Representative Group meetings.

(e) The Managing General Partner must present to the General Meeting any proposals (each a Proposal) made by the Shareholders' Representative Group no more than 6 months after the Shareholders' Representative Group has presented the Proposal to the Managing General Partner. The Shareholders' Representative Group must meet and consider, with a view to making such a Proposal, any suggestions made by any Shareholder. Such suggestions may relate to the strategy of the Master Fund and/or the removal of the Managing General Partner or the management company of the Master Fund. Any Shareholder wishing to make any such suggestion should notify the Shareholders' Representative Group no less than 7 months prior to a strategy meeting of the Master Fund. The Shareholders' Representative Group is not obliged to propose for the purposes of making a Proposal every suggestion made by a Shareholder, but must consider whether such a suggestion is in the interests of the Fund and the Shareholders collectively and propose those suggestions which it considers should be voted on by the Shareholders as a whole.

(f) The General Meeting may require any Person who is a member of the investors' representative group of the Master Fund to take any proposal to the investors' representative group of the Master Fund for consideration at a strategy meeting of the Master Fund.

Art. 26. The Depositary.

26.1. The Managing General Partner and the AIFM have appointed the Depositary as depositary and paying agent of the Fund with responsibility for the:

- (a) safekeeping obligations with regards to assets in custody and with regard to other assets (ownership verification and recordkeeping);
- (b) oversight duties;
- (c) cash flow monitoring; and
- (d) paying agent functions, pursuant to the Luxembourg 2007 Law, the AIFM Law, and the Depositary Agreement.

RBC is registered with the Luxembourg Trade and Companies Register under number B-47192 and has been incorporated in 1994 under the name "First European Transfer Agent". It is licensed to carry out banking activities under the terms of the Luxembourg law of 5 April 1993 on the financial services sector and specialises in custody, fund administration and related services. Its equity capital as at 31 October 2013 amounted to approximately EUR 842,822,598. It acts as depositary of the assets of the Fund, pursuant to the Depositary Agreement.

26.2. Safekeeping obligations with regards to assets in custody and with regard to other assets (ownership verification and recordkeeping): The Depositary is responsible in accordance with the Luxembourg laws and regulations, the AIFM Law and the Depositary Agreement for the safekeeping of the financial instruments that can be held in custody and for the record keeping and verification of ownership of the other assets.

26.3. Oversight: The Depositary will, in accordance with the 2007 Law, the AIFM Law, the AIFM Regulation and the Depositary Agreement:

- (a) ensure that the sale, issue, re-purchase, redemption and cancellation of Shares of the Fund are carried out in accordance with the 2007 Law, the AIFM Law and the Articles of Association;
- (b) ensure that the value of the Shares of the Fund is calculated in accordance with the 2007 Law, the AIFM Law and the Articles of Association and the procedures laid down in Article 19 of the AIFMD;
- (c) carry out the instructions of the Managing General Partner, unless they conflict with the 2007 Law, the AIFM Law or the Articles of Association;
- (d) ensure that, in transactions involving the assets of the Fund, any consideration is remitted to the Fund within the usual time limits; and
- (e) ensure that the income of the Fund is applied in accordance with the 2007 Law, the AIFM Law, and the Articles of Association of the Fund.

26.4. Cash flow monitoring: The Depositary is required under the AIFM Law, the AIFM Regulation and with the Depositary Agreement to perform certain cash flow monitoring duties as follows:

- (a) reconcile all cash flow movements and perform such a reconciliation on a daily basis;
- (b) identify cash flows, which are in its reasonable opinion, significant, and in particular those which could be inconsistent with the Fund's operations. The Depositary will perform its review using the previous Business Day end-of-day records;
- (c) ensure that all bank accounts in the Fund structure are in name of the Fund or in the name of its manager the AIFM on behalf of the Fund;
- (d) ensure that the relevant banks are EU credit institutions or equivalent;
- (e) ensure that the monies paid by the Shareholders have been received and booked in cash accounts and booked in either cash accounts or third party accounts.

26.5 In the performance of its duties at all times, the Depositary will separately keep and administer the assets and liabilities of the Fund and will not mingle them with its own assets and liabilities or those of any other Person for whom it is depositary.

26.6. RBC also acts as paying agent for the Fund pursuant to the Depositary Agreement. The paying agent of the Fund is responsible for receiving payments for subscriptions of Shares and depositing such payments in the Fund's bank accounts opened with the Depositary and distributing income and dividends to the Shareholders. The paying agent of the Fund shall make payment of proceeds from the repurchase of Shares from time to time.

26.7. The Depositary Agreement may be terminated at any time by either the Managing General Partner or the Depositary upon ninety (90) days' prior written notice addressed to the other party. Notwithstanding the foregoing, the Depositary Agreement may also be terminated in accordance with the provisions of the Depositary Agreement.

26.8. The Depositary will have to be replaced within two (2) months from the termination of the Depositary Agreement with a new depositary and paying agent that will assume the responsibilities, duties and obligations of the Depositary. The Depositary shall, in the event of termination of the Depositary Agreement, deliver or cause to be delivered to the succeeding depositary and paying agent, in bearer form or duly endorsed form for transfer, at the expense of the Fund, all securities and cash of the Fund with or held by the Depositary and all certified copies and other documents related thereto in the Depositary's possession which are valid and in force at the date of termination.

Art. 27. Conflicts of interest.

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

27.2. In the event that any director or officer of the Managing General Partner may have in any transaction of the Fund an interest different to the interests of the Fund, such director or officer will make known to the Managing General Partner such conflict of interest and will not consider or vote on any such transaction and such transaction, and such director's or officer's interest therein will be reported to the next succeeding General Meeting.

27.3. The term "conflict of interest", as used in this Article, does not include any relationship with or interest in any matter, position or transaction involving the initiator, any investment manager, the Depositary, the distributors as well as any other person, company or entity as may from time to time be determined by the Managing General Partner in its discretion.

Art. 28. Indemnification.

28.1. The Managing General Partner, the AIFM, the Investment Manager, the Sub-Advisor, the Depositary, the Administrative Agent and their respective Affiliates, as well as each of their respective officers, directors, shareholders, agents and employees, and each member of the Shareholders' Representative Group (each an Indemnified Person) is indemnified on the terms of this Article 28. An Indemnified Person will be indemnified out of the assets of the Fund if that Indemnified Person, by reason of having the relevant capacity, incurs or is threatened by any liability, obligation, action, proceeding, judgment, penalty, damage, claim, cost, loss, demand or expense. No Indemnified Person will be indemnified in respect of any matter resulting from that Indemnified person's fraud, willful misconduct, bad faith, reckless disregard or gross negligence.

28.2. The Managing General Partner may decide that expenses effectively incurred by any member of the board of directors or committee member in accordance with this Article may be advanced to the indemnified officer, provided that this officer will repay the advanced amounts if it is ultimately determined that he has not met the standard of care for which indemnification is available.

28.3. The foregoing right of indemnification does not exclude other rights to which any officer may be entitled.

Art. 29. Reporting and Auditor. Within six months after the end of each Financial Year the Fund will produce an annual report in accordance with the provisions of article 52 of the SIF Law. The annual report will, in particular, contain a description of the Fund's assets including a balance sheet or a statement of assets and liabilities, an income and expenditure

account for the relevant Financial Year, a report on the business activities of the past Financial Year as well as any significant information enabling Shareholders to make an informed judgment on the development of the business activities and of the results of the Fund. The Fund will also produce unaudited quarterly and semi-annual management Investment reports which will include information on the development of the Fund's assets and the most recent calculation of the NAV of the Fund and key variables.

The accounting data related in the annual report of the Fund will be examined by an auditor (réviseur d'entreprises agréé) appointed by the Managing General Partner and remunerated by the Fund. The auditor will fulfill all duties prescribed by the SIF Law.

V. General Meetings - Fiscal year - Distributions - Fees - Expenses

Art. 30. Representation. The General Meeting represents the entire body of Shareholders of the Fund. Its resolutions are binding upon all the Shareholders of the Fund. It has the broadest powers to order, carry out or ratify acts relating to the operations of the Fund, each time subject to the veto right of the Managing General Partner.

Art. 31. General Meetings of Shareholders.

31.1. The General Meeting will meet upon call by the Managing General Partner. The Managing General Partner will also be obliged to convene a General Meeting within a period of one month, if Shareholders representing 1/10th of the capital require so in writing with an indication of the agenda.

31.2. The annual General Meeting of Shareholders will be held in accordance with Luxembourg law at the registered office of the Fund in Luxembourg-City or any other place specified in the convening notice on the first Tuesday of May at 3.00 p.m.. If such day is not a Business Day in Luxembourg, the annual General Meeting of Shareholders will be held on the next following Business Day.

31.3. Other General Meetings may be held at such places and times as may be specified in the respective notices of meeting.

31.4. Shareholders will meet upon call by the Managing General Partner pursuant to a notice setting out the agenda sent by registered post at least eight days prior to the meeting to each Shareholder at the address indicated in the Register. The agenda will be prepared by the Managing General Partner except in the instance where the meeting is called on the written demand of the Shareholders in which instance the Managing General Partner may prepare a supplementary agenda.

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

31.6. The Managing General Partner may determine all other conditions that must be fulfilled by Shareholders in order to attend any General Meeting.

31.7. The business transacted at any General Meeting will be limited to the matters contained in the agenda (which will include all matters required by law) and business incidental to such matters.

31.8. Each Share, regardless of the net asset value per Share is entitled to one vote, in compliance with Luxembourg law and these Articles of Association. Only full Shares are entitled to vote.

31.9. A Shareholder may act at any General Meeting by giving a written proxy to another Person, who need not be a Shareholder.

31.10. Unless otherwise provided by law or herein, resolutions of the General Meeting are passed by a simple majority vote of the votes cast.

Art. 32. Financial year. The Financial Year of the Fund starts on the first day of January and finishes on the last day of December each year. The first Financial Year starts on the date set out at the beginning of these Articles of Association and finishes on December 31, 2013.

Art. 33. Distributions.

33.1. Each Shareholder will be treated equally pro rata to the number of Shares owned by it. Each Share of each Series entitles, upon issue, its owner to a proportional part of the Distributions.

33.2. The General Meeting will, within the limits provided by law, determine how the results of the Fund will be disposed of, and may from time to time declare, or authorise the Managing General Partner to declare Distributions, provided, however, that the minimum capital of the Fund does not fall below the prescribed minimum capital.

33.3. The Managing General Partner may declare Distributions each quarter with reference to the aggregate returns (whether interest, dividends or otherwise) receive from the Master Fund less the aggregate of all amounts required to satisfy the expenses and liabilities of the Fund, including any fees due to the Managing General Partner. Distributions will be payable, once declared, pursuant to a resolution of the Managing General Partner as soon as practicable after receipt of the returns on which the Distributions are based, to each Shareholder pro rata to the Shares held by it (subject to any sanctions applicable to a Defaulting Shareholder). In addition to quarterly Distributions, the Managing General Partner may, in its sole discretion, declare and distribute, on the same basis, Distributions and other cash available at any other time if funds are available, whether from Proceeds or otherwise.

33.4. The payment of any Distributions will be made to the address indicated on the Register.

33.5. Distributions will be paid in the Base Currency.

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

33.7. A dividend declared but not paid on a Share cannot be claimed by the holder of such Share after a period of five years from the notice given thereof, unless the Managing General Partner has waived or extended such period in respect of all Shares, and will otherwise revert after expiry of the period to the Fund. The Managing General Partner has power from time to time to take all steps necessary and to authorise such action on behalf of the Fund to perfect such reversion. No interest will be paid on dividends declared, pending their collection.

33.8. The Fund will not make any reinvestments. The Master Fund may however have recourse to reinvestments.

Art. 34. Management Fee.

34.1 The Managing General Partner is entitled to receive an annual Management Fee in an amount of 50,000, payable quarterly in arrear.

The Management Fee will be payable within 15 Business Days of the end of each quarter. The quarterly amount will comprise one fourth of the annual amount.

34.2 The following costs and expenses are included in the Management Fee (and are borne by the Managing General Partner):

(a) the reasonable cost of personnel employed or hired by the Managing General Partner or the personnel costs for which the Managing General Partner is wholly or partly responsible to the extent such personnel carry out the management activities to be performed by the Managing General Partner pursuant to these Articles of Association and the other Fund Documents;

(b) the reasonable costs of any and all publicity incurred by the Managing General Partner including, but not limited to, advertising and the sending of brochures for the purpose of creating investment opportunities on behalf of the Fund;

(c) any and all reasonable office costs incurred by the Managing General Partner arising from or connected with the management activities to be carried out by the Managing General Partner pursuant to these Articles of Association and the other Fund Documents including, but not limited to, providing office space and equipment;

(d) reasonable travel and lodging expenses for directors and employees of the Managing General Partner and other personnel (the costs for which the Managing General Partner is wholly or partly responsible) and other personnel hired by the Managing General Partner incurred in connection with the management activities of the Managing General Partner pursuant to these Articles of Association and the other Fund Documents; and

(e) reasonable "corporate secretarial", administration, accounting and other advisory expenses incurred in connection with the management activities to be carried out by the Managing General Partner pursuant to these Articles of Association and the other Fund Documents.

Art. 35. Costs and expenses, value added taxes.

35.1 Costs and expenses which are not explicitly mentioned in Article 34.2 are not covered by the Management Fee and must be borne separately by the Fund. These costs and expenses may include, without limitation:

(a) transaction costs and expenses directly related to the purchase, holding or sale of Investments;

(b) accounting expenses, auditing fees, bank charges, representation and publicity expenses and other direct out-of-pocket costs;

(c) taxes payable by the Fund, if any;

(d) fees of the Depositary, the Administrative Agent and other agents appointed by the Managing General Partner;

(e) expenses, including valuation fees, incurred in relation to the Investments of the Fund;

(f) administrative costs, such as costs incurred in maintaining the Register, printing and postage costs;

(g) costs incurred in obtaining and servicing financial accommodation;

(h) costs incurred in connection with drawing down Commitments, seeking further Commitments or enforcing these Articles of Association against Defaulting Shareholders;

(i) communication and reporting expenses;

(j) legal fees, other professional fees, disbursements and other third party costs;

(k) the costs of reasonable directors' and officers' liability insurances on behalf of the Managing General Partner and its key officers and employees;

(l) costs of reporting and meeting regulatory requirements under current and any new regulations as well as any costs in relation to an adjustment of the structure which is deemed appropriate by the Managing General Partner for regulatory purposes; and

(m) the costs of meetings of the Shareholders, the Shareholders' Representative Group and the Investment Committee and reimbursements of reasonable costs incurred by the members of the Shareholders' Representative Group as contemplated by Article 25.2 (d).

35.2 All fees and expenses payable by the Fund as set out above are exclusive of value added taxes or other charges. The Fund must pay all value added taxes or other charges as required.

VI. Final provisions

Art. 36. Dissolution and Liquidation.

36.1. The Fund may at any time be dissolved by a resolution of the General Meeting subject to the quorum and majority requirements referred to in this Article 8 and the consent of the Managing General Partner.

36.2. Whenever the subscribed capital falls below two thirds of the minimum capital indicated in Article 5 hereof, the question of the dissolution of the Fund will be referred to the General Meeting by the Managing General Partner. The General Meeting, for which no quorum is required, will decide by simple majority of the votes cast at such meeting.

36.3. The question of the dissolution of the Fund will further be referred to the General Meeting whenever the subscribed capital falls below one fourth of the minimum capital set by Article 5 hereof; in such an event, the General Meeting will be held without any quorum requirements and the dissolution may be decided by the votes of Shareholders holding one fourth of the Shares represented at such meeting.

36.4. The General Meeting must be convened so that it is held within a period of forty days from ascertainment that the net assets of the Fund have fallen below two thirds or one fourth of the legal minimum, as the case may be.

36.5. The liquidation will be carried out by one or several liquidators, who may be physical persons or legal entities and need to be approved by the CSSF, appointed by the General Meeting, which will determine their powers and remuneration.

Art. 37. Amendments to these Articles of Association. These Articles of Association may be amended by a General Meeting subject to the quorum and majority requirements provided by the law of 10 August 1915 on commercial companies, as amended. No amendment may increase any Shareholder's Commitment or other obligation, reduce its share of the Fund's Distributions or other rights, or decrease the percentage of Shareholders required to amend the Private Placement Memorandum in any manner, without the unanimous vote of all Shares held by Shareholders entitled to vote. Nothing in this Article 37 affects the veto right conferred on the Managing General Partner by Article 18.4 of these Articles of Association. The General Partner may amend any of the Fund Documents without the approval of Shareholders in order to:

- (a) reflect changes validly made in the ownership of the Fund and the Commitments of Shareholders;
 - (b) reflect a change in the name of the Fund;
 - (c) make any change that is necessary or desirable to cure any ambiguity or to correct or supplement any provision of any Fund Document that would otherwise be inconsistent with any other provision of any other Fund Document;
 - (d) make a change that is necessary or desirable to satisfy any applicable requirements, conditions or guidelines contained in any opinion, directive, order, statute, rule or regulation of any governmental entity so long as such change is made in a manner which minimizes any adverse effect on the Shareholders; and
 - (e) any other amendment that in the opinion of the General Partner may be necessary or desirable,
- provided that, in each of the cases set out in (a), (c) and (e), the amendment does not adversely affect the Shareholders in any material respect. If the General Partner makes any amendment to a Fund Document it will inform the Shareholders and Service Providers of the amendment promptly after it is made.

No change may be made to the Fund Documents before the change has been approved by, or in the case of the Private Placement Memorandum, filed with, the CSSF.

This Article 37 does not apply to any Subscription Agreement. A Subscription Agreement may only be amended in writing signed by the parties to it and amendments do not have to be approved by or filed with the CSSF.

Art. 38. Applicable Law. All matters not governed by these Articles of Association will be determined in accordance with the law of 10 August 1915 on commercial companies and the SIF Law together with the AIFM Law.

Statement

The members of the bureau of meeting state that they have asked the undersigned notary to make appear the crossing-outs in the first and second resolution in order to show the amendments adopted and expressly approve these crossing-outs.

Estimation of Costs

The costs, expenses, fees and charges, in any form whatsoever, which are to be borne by the Company or which shall be charged to it in connection with the present deed, have been estimated at about EUR 2,000.-

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

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

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

Signé: C. LUNA, S. GUIN et H. HELLINCKX.

Enregistré a Luxembourg A.C., le 14 août 2014. Relation: LAC/2014/38502. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

- POUR EXPEDITION CONFORME - delivrée a la société sur demande.

Luxembourg, le 15 septembre 2014.

Référence de publication: 2014143400/1226.

(140162771) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 septembre 2014.

Magic Production Group (M.P.G.) S.A., Société Anonyme.

Siège social: L-2632 Findel, rue de Trèves, Findel Business Center, Complexe B.

R.C.S. Luxembourg B 81.825.

La liste des signataires autorisés au 28 août 2014 a été déposée 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: 2014146851/10.

(140167130) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

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

Siège social: L-4940 Bascharage, 129, avenue de Luxembourg.

R.C.S. Luxembourg B 190.102.

STATUTS

L'an deux mille quatorze, le dix septembre

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

A comparu:

Monsieur Mario FABIANO, né le 28 octobre 1974 à Crotone (Italie), demeurant à L-4814 Rodange, 14, Rue de la Fonderie,

ci-après dénommé «l'associé».

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

Art. 1^{er}. Il est formé par les présentes une société à responsabilité limitée uni-personnelle sous la dénomination de: "M.F. S.à r.l."

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

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

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

Art. 3. La société a pour objet l'exploitation d'un restaurant et d'un débit de boissons alcoolisées et non-alcoolisées. La société peut faire toutes opérations commerciales ou financières, mobilières et immobilières pouvant se rattacher directement ou indirectement à l'objet social ou pouvant en faciliter l'extension ou le développement.

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

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

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

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

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

Art. 8.

a) La cession entre vifs:

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

b) La transmission pour cause de mort:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Souscription et libération

Toutes les cent parts sont souscrites en numéraire par l'associé unique Monsieur Mario FABIANO, préqualifié.

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

Disposition transitoire

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

Estimation des frais

Le montant des charges, frais, dépenses, ou rémunérations, sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge en raison de sa constitution est évalué sans nul préjudice à environ mille cent euros.

Assemblée générale extraordinaire

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

1. Est nommé gérant unique de la société pour une durée indéterminée:

Monsieur Mario FABIANO, né le 28 octobre 1974 à Crotone (Italie), demeurant à L-4814 Rodange, 14, Rue de la Fonderie,

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

2. Le siège social de la société est établi à L-4940 Bascharage, 129, Avenue de Luxembourg.

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

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

Et après lecture faite et interprétation donnée au comparant, connu du notaire par nom, prénom usuel, état et demeure, le comparant a signé avec moi, notaire, la présente minute.

Signé: FABIANO, MOUTRIER.

Enregistré à Esch/Alzette Actes Civils, le 11/09/2014. Relation: EAC/2014/12152. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): HALSDORF.

POUR EXPEDITION CONFORME, délivrée à des fins administratives.

Esch-sur-Alzette, le 12/09/2014.

Référence de publication: 2014142921/96.

(140162480) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 septembre 2014.

Loth-Haus S.à r.l., Société à responsabilité limitée.

Siège social: L-2441 Luxembourg, 330, rue de Rollingergrund.

R.C.S. Luxembourg B 190.089.

—
STATUTEN

Im Jahre zwei tausend vierzehn.

Den fünften September.

Vor dem unterzeichneten Henri BECK, Notar mit dem Amtssitz in Echternach (Grossherzogtum Luxemburg).

IST ERSCHIENEN:

Die Gesellschaft mit beschränkter Haftung deutschen Rechts Adolf Loth GmbH, mit Sitz in D-56412 Niederelbert, Nordstrasse 16, eingetragen im Handelsregister des Amtsgerichts Montabaur unter der Nummer HRB 2494,

hier vertreten durch einen ihrer einzelvertretungsberechtigten Geschäftsführer, Herr Wolfgang LOTH, Diplom-Ingenieur, wohnhaft in D-56412 Niederelbert, Neustrasse 5.

Welche Komparentin, vertreten wie vorerwähnt, den instrumentierenden Notar ersuchte, folgende Gesellschaftsgründung zu beurkunden:

Titel I. Name, Sitz, Zweck, Dauer

Art. 1. Es wird hiermit eine Gesellschaft mit beschränkter Haftung gegründet, welche durch gegenwärtige Satzung sowie durch die zutreffenden gesetzlichen Bestimmungen geregelt ist.

Die Gesellschaft kann einen oder mehrere Gesellschafter haben.

Art. 2. Die Gesellschaft trägt die Bezeichnung "LOTH-HAUS S.à r.l.".

Art. 3. Der Sitz der Gesellschaft befindet sich in Luxembourg.

Er kann durch eine Entscheidung des oder der Gesellschafter in eine andere Ortschaft des Grossherzogtums Luxemburg verlegt werden.

Art. 4. Gegenstand der Gesellschaft ist der Bau und der Vertrieb von schlüsselfertigen Holzrahmenhäusern, der Handel mit Holzprodukten oder Teilen sowie der Handel mit zusammenhängenden Nebenprodukten.

Die Gesellschaft kann alle Tätigkeiten ausführen die sich direkt oder indirekt auf den Gesellschaftszweck beziehen oder denselben fördern.

Art. 5. Die Gesellschaft ist für eine unbegrenzte Dauer gegründet.

Titel II. Gesellschaftskapital, Anteile

Art. 6. Das Gesellschaftskapital beträgt ZWÖLF TAUSEND FÜNF HUNDERT EURO (EUR 12.500.-), aufgeteilt in ein hundert (100) Anteile von je EIN HUNDERT FÜNFUNDZWANZIG EURO (EUR 125.-), alle zugeteilt der Gesellschaft mit beschränkter Haftung deutschen Rechts Adolf Loth GmbH, mit Sitz in D-56412 Niederelbert, Nordstrasse 16, eingetragen im Handelsregister des Amtsgerichts Montabaur unter der Nummer HRB 2494.

Art. 7. Zur Abtretung von Geschäftsanteilen unter Lebenden an Nichtgesellschafter bedarf es der Genehmigung der Generalversammlung, in welcher wenigstens drei Viertel des Gesellschaftskapitals vertreten sein müssen.

Die Übertragung der Geschäftsanteile an Nichtgesellschafter infolge Sterbefalls bedarf der Zustimmung von Gesellschaftern, welche drei Viertel der den Überlebenden zustehenden Rechte vertreten.

Die laut Absatz 2 vorgesehene Zustimmung ist nicht erforderlich, wenn die Anteile, sei es an Reservaterben, sei es an den überlebenden Ehegatten oder, soweit dies durch die Statuten vorgesehen ist, an die andern gesetzlichen Erben übertragen werden.

Die Erben sowie die durch Verfügung von Todeswegen eingesetzten Vermächtnisnehmer, welche obige Zustimmung nicht erhalten, sowie auch keinen Abnehmer gefunden haben, welcher die vorgeschriebenen Bedingungen erfüllt, können die vorzeitige Auflösung der Gesellschaft veranlassen und zwar drei Monate nach einer Inverzugsetzung, die den Ge-

schäftsführern durch den Gerichtsvollzieher zugestellt und den Gesellschaftern durch Einschreibebrief durch die Post zur Kenntnis gebracht wird.

Innerhalb der besagten Frist von drei Monaten können die Gesellschaftsanteile des Verstorbenen jedoch erworben werden, entweder durch die Gesellschafter, unter Vorbehalt der Bestimmungen des letzten Satzes von Art. 199 des Gesetzes vom 10. August 1915 über die Handelsgesellschaften und deren Abänderungen, oder durch einen von ihnen genehmigten Dritten, oder auch durch die Gesellschaft selbst, wenn sie die Bedingungen erfüllt, welche von einer Gesellschaft zum Erwerb ihrer durch sie verausgabten Wertpapiere verlangt werden.

Der Rückkaufpreis der Gesellschaftsanteile wird auf Grund der Durchschnittsbilanz der drei letzten Jahre, und wenn die Gesellschaft noch keine drei Geschäftsjahre aufzuweisen hat, auf Grund der Bilanz des letzten oder derjenigen der zwei letzten Jahre berechnet.

Wenn kein Gewinn verteilt worden ist, oder wenn keine Einigung über die Anwendung der im vorhergehenden Absatz angegebenen Rückkaufgrundlagen zustande kommt, wird der Preis im Uneinigkeitsfalle gerichtlich festgesetzt.

Die den Gesellschaftsanteilen des Erblassers zustehenden Rechte können nicht ausgeübt werden, bis deren Übertragung der Gesellschaft gegenüber rechtswirksam ist.

Die Abtretungen von Gesellschaftsanteilen müssen durch notariellen oder Privatvertrag beurkundet werden.

Die Übertragungen sind der Gesellschaft und Dritten gegenüber erst rechtswirksam, nachdem sie, gemäß Art. 1690 des bürgerlichen Gesetzbuches, der Gesellschaft zugestellt oder von ihr in einer notariellen Urkunde angenommen worden sind.

Titel III. Verwaltung und Vertretung

Art. 8. Die Beschlüsse werden durch den alleinigen Gesellschafter gemäss Artikel 200-2 des Gesetzes vom 18. September 1933 sowie dasselbe abgeändert worden ist, gefasst.

Die Verträge zwischen der Gesellschaft und dem alleinigen Gesellschafter unterliegen ebenfalls den Bestimmungen dieses Artikels.

Art. 9. Solange die Zahl der Gesellschafter fünfundzwanzig (25) nicht übersteigt, steht es dem Geschäftsführer frei, die Gesellschafter in Generalversammlungen zu vereinigen. Falls keine Versammlung abgehalten wird, erhält jeder Gesellschafter den genau festgelegten Text der zu treffenden Beschlüsse und gibt seine Stimme schriftlich ab.

Eine Entscheidung wird nur dann gültig getroffen, wenn sie von Gesellschaftern, die mehr als die Hälfte des Kapitals vertreten, angenommen wird. Ist diese Zahl in einer ersten Versammlung oder schriftlichen Befragung nicht erreicht worden, so werden die Gesellschafter ein zweites Mal durch Einschreibebrief zusammengerufen oder befragt und die Entscheidungen werden nach der Mehrheit der abgegebenen Stimmen getroffen, welches auch der Teil des vertretenen Kapitals sein mag.

Jeder Gesellschafter ist stimmberechtigt ganz gleich wie viele Anteile er hat. Er kann so viele Stimmen abgeben wie er Anteile hat. Jeder Gesellschafter kann sich rechtmässig bei der Gesellschafterversammlung auf Grund einer Sondervollmacht vertreten lassen.

Art. 10. Die Gesellschaft wird verwaltet durch einen oder mehrere Geschäftsführer, welche nicht Teilhaber der Gesellschaft sein müssen.

Die Ernennung der Geschäftsführer erfolgt durch den alleinigen Gesellschafter beziehungsweise durch die Gesellschafterversammlung, welche die Befugnisse und die Dauer der Mandate des oder der Geschäftsführer festlegt.

Als einfache Mandatare gehen der oder die Geschäftsführer durch ihre Funktion(en) keine persönlichen Verpflichtungen bezüglich der Verbindlichkeiten der Gesellschaft ein. Sie sind jedoch für die ordnungsgemässe Ausführung ihres Mandates verantwortlich.

Art. 11. Das Geschäftsjahr beginnt am 1. Januar und endet am 31. Dezember eines jeden Jahres.

Art. 12. Über die Geschäfte der Gesellschaft wird nach handelsüblichem Brauch Buch geführt.

Am Ende eines jeden Geschäftsjahres werden durch die Geschäftsführung ein Inventar, eine Bilanz und eine Gewinn- und Verlustrechnung aufgestellt, gemäss den diesbezüglichen gesetzlichen Bestimmungen.

Ein Geschäftsbericht muss gleichzeitig abgegeben werden. Am Gesellschaftssitz kann jeder Gesellschafter während der Geschäftszeit Einsicht in die Bilanz und in die Gewinn- und Verlustrechnung nehmen.

Die Bilanz sowie die Gewinn- und Verlustrechnung werden dem oder den Gesellschaftern zur Genehmigung vorgelegt. Diese äussern sich durch besondere Abstimmung über die Entlastung der Geschäftsführung.

Der Kreditsaldo der Bilanz wird nach Abzug aller Unkosten sowie des Beitrages zur gesetzlichen Reserve der Generalversammlung der Gesellschafter beziehungsweise dem alleinigen Gesellschafter zur Verfügung gestellt.

Art. 13. Beim Ableben des alleinigen Gesellschafter oder einem der Gesellschafter erlischt die Gesellschaft nicht, sondern wird durch oder mit den Erben des Verstorbenen weitergeführt.

Titel IV. Auflösung und Liquidation

Art. 14. Im Falle der Auflösung der Gesellschaft wird die Liquidation durch einen oder mehrere von dem alleinigen Gesellschafter oder der Gesellschafterversammlung ernannten Liquidatoren, die keine Gesellschafter sein müssen, durchgeführt.

Der alleinige Gesellschafter beziehungsweise die Gesellschafterversammlung legt deren Befugnisse und Bezüge fest.

Art. 15. Für sämtliche nicht vorgesehenen Punkte gilt das Gesetz vom 18. September 1933 über die Gesellschaften mit beschränkter Haftung, sowie das Gesetz vom 10. August 1915 über die Handelsgesellschaften und deren Abänderungen.

Einzahlung des Gesellschaftskapitals

Alle Anteile wurden voll in bar eingezahlt, so dass der Betrag von ZWÖLF TAUSEND FÜNF HUNDERT EURO (EUR 12.500.-) der Gesellschaft von heute an zur Verfügung steht, wie dies dem unterzeichneten Notar ausdrücklich nachgewiesen wurde.

Übergangsbestimmung

Das erste Geschäftsjahr beginnt am Tage der Gründung der Gesellschaft und endet am 31. Dezember 2014.

Kosten

Die Kosten, welche der Gesellschaft zum Anlass ihrer Gründung entstehen, werden abgeschätzt auf den Betrag von ungefähr ein tausend Euro (€ 1.000.-).

Erklärung

Die Komparentin, vertreten wie vorerwähnt, erklärt, dass der unterfertigte Notar ihr Kenntnis gegeben hat davon, dass die Gesellschaft erst nach Erhalt der Handlungsmächtigung ihre Aktivitäten aufnehmen kann.

Generalversammlung

Sofort nach der Gründung, hat die alleinige Gesellschafterin, vertreten wie vorerwähnt, folgende Beschlüsse gefasst:

a) Zum Geschäftsführer der Gesellschaft wird für eine unbestimmte Dauer ernannt:

Herr Wolfgang LOTH, Diplom-Ingenieur, geboren in Montabaur (Deutschland), am 24. August 1952, wohnhaft in D-56412 Niederelbert, Neustrasse 5.

b) Die Gesellschaft wird in allen Fällen durch die alleinige Unterschrift des Geschäftsführers rechtsgültig vertreten und verpflichtet.

c) Der Sitz der Gesellschaft befindet sich in L-2441 Luxembourg, 330, rue de Rollingergrund.

WORÜBER URKUNDE, Aufgenommen in Luxembourg, am Datum wie eingangs erwähnt.

Nach Vorlesung alles Vorstehenden an den Komparenten, handelnd wie eingangs erwähnt, dem Notar nach Namen, gebräuchlichen Vornamen, Stand und Wohnort bekannt, hat derselbe mit dem Notar die gegenwärtige Urkunde unterschrieben.

Signé: W. LOTH, Henri BECK.

Enregistré à Echternach, le 08 septembre 2014. Relation: ECH/2014/1620. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): J.-M. MINY.

FÜR GLEICHLAUTENDE AUSFERTIGUNG, auf Begehrt erteilt, zwecks Hinterlegung beim Handels- und Gesellschaftsregister.

Echternach, den 12. September 2014.

Référence de publication: 2014142914/137.

(140162130) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 septembre 2014.

FSC Luxembourg S.A., Société Anonyme.

Siège social: L-2632 Findel, rue de Trèves.

R.C.S. Luxembourg B 109.380.

La liste des signataires autorisés au 28 août 2014 a été déposée 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: 2014146718/10.

(140167144) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Armstral Finance S.A., Société Anonyme Holding.

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

R.C.S. Luxembourg B 31.871.

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DISSOLUTION

L'an deux mil quatorze, le vingt-neuf août.

Pardevant, Maître Paul BETTINGEN, notaire de résidence à Niederanven, Grand-Duché de Luxembourg.

A COMPARU:

Monsieur Jean HANNE, né le 26 avril 1938 à Marcinelle (Belgique) demeurant au 7 Allée des Templiers, B - 6280 GEPINNES, Belgique (ci-après «l'Actionnaire Unique»),

ici représenté par Madame Cyrielle Bartolozzi, employée privée, demeurant professionnellement à L- 2420 Luxembourg, 11 avenue Emile Reuter, en vertu d'une procuration donnée sous seing privé.

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 d'acter:

1- que la société anonyme ARMSTRAL FINANCE S.A., immatriculée auprès du registre de commerce et des sociétés de Luxembourg section B numéro 31871 ayant son siège social à L- 1724 Luxembourg, 11A, Boulevard Prince Henri a été constituée suivant acte reçu par le Maître Marc Elter, alors notaire de résidence à Luxembourg en date du 19 octobre 1989, publié au Mémorial C, Recueil Spécial des Sociétés et Associations numéro 85 du 19 mars 1990 (la «Société»), statuts modifiés en dernier lieu par acte sous seing privé dans le cadre de la conversion de la devise du capital en euro en date du 8 novembre 2000 publié au Mémorial C, Recueil Spécial des Sociétés et Associations numéro 371 du 19 mai 2001.

2- que le capital social de la Société s'élève actuellement à EUR 587.500 (cinq cent quatre-vingt-sept mille cinq cents euros) représenté par 23.500 (vingt-trois mille cinq cent) actions de EUR 25 (vingt-cinq euros) chacune entièrement libérées.

3- que l'Actionnaire Unique, étant le seul propriétaire des actions dont s'agit, prononce par la présente la dissolution anticipée de la Société avec effet immédiat et sa mise en liquidation et désigne en qualité de liquidateur de la Société CONFIDENTIA (FIDUCIAIRE) S. à r.l. avec siège social au 2 avenue Charles de Gaulle, L - 1653 Luxembourg, immatriculée auprès du registre de commerce et des sociétés de Luxembourg sous le numéro B 30467.

4- que l'Actionnaire Unique déclare fixer à tout de suite les deuxième et troisième assemblées conformément à l'article 151 de la loi du 10 août 1915 concernant les sociétés commerciales et les tenir immédiatement l'une après l'autre.

5- que l'Actionnaire Unique déclare avoir parfaite connaissance des statuts et de la situation financière de la Société et requiert du notaire instrumentant d'acter qu'il déclare que tout le passif restant de la Société sera réglé et que le passif en relation avec la clôture de la liquidation est dûment approvisionné; en outre, il déclare que par rapport à d'éventuels passifs de la Société actuellement inconnus et non payés à l'heure actuelle, l'Actionnaire Unique assume irrévocablement l'obligation de payer tout ce passif éventuel; qu'en conséquence tout le passif de la Société est réglé et que l'actif restant éventuel est réparti à l'Actionnaire Unique.

6- que l'Actionnaire Unique donne décharge pleine et entière est donnée aux administrateurs, au liquidateur et au commissaire aux comptes en ce qui concerne l'exécution de leur mandat.

7- que l'Actionnaire Unique nomme en qualité de commissaire à la liquidation AUDIEX S.A., avec siège social au 9 rue du Laboratoire, L - 1911 Luxembourg, immatriculée auprès du registre de commerce et des sociétés de Luxembourg sous le numéro B 65469 et lui confie la mission de faire le rapport sur la gestion.

8- qu'après avoir pris connaissance du rapport du commissaire à la liquidation, l'Actionnaire Unique en adopte les conclusions, approuve les comptes de liquidation et le rapport du liquidateur et donne décharge pleine et entière, sans réserve ni restriction à AUDIEX S.A., prénommée, pour ses travaux de vérification effectués ce jour.

Le rapport du commissaire à la liquidation et le rapport du liquidateur après avoir été signés «ne varietur» par le mandataire de la partie comparante et le notaire soussigné sont annexés au présent acte pour être enregistrés avec lui.

9- que l'Actionnaire Unique, constitué en troisième assemblée, prononce la clôture de la liquidation et constate que la Société a définitivement cessé d'exister.

10- que les livres et documents de la Société seront déposés pendant cinq ans auprès de Société Générale Bank & Trust, 11 avenue Emile Reuter, L - 2420 Luxembourg.

Pour les publications et dépôts à faire, tous pouvoirs sont conférés au porteur d'une expédition des présentes.

Pouvoir

La personne comparante es qualité qu'elle agit donne par la présente pouvoir à tout cleric et/ou employé de l'étude du notaire soussigné, agissant individuellement, pour rédiger et signer tout acte de modification (faute(s) de frappe(s)) au présent acte.

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

Et après lecture faite et interprétation donnée à la personne comparante, celle-ci a signé le présent acte avec le notaire.

Signé: Cyrielle Bartolozzi, Paul Bettingen.

Enregistré à Luxembourg, A.C., le 5 septembre 2014. LAC / 2014 / 41465. Reçu 75.-€.

Le Receveur (signé): Irène Thill.

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

Senningerberg, le 10 septembre 2014.

Référence de publication: 2014143233/66.

(140162859) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 septembre 2014.

Biotoscana Seamar Family Luxco S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 163.002.

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

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

THERE APPEARED

«Seabio Family Limited», an International Business Company formed under the laws of the Bahamas, having its registered office at the Bahamas Financial Centre, Shirley and Charlotte Streets, 3023 Nassau Bahamas, registered with the Registrar of The Bahamas under number 163020B;

here represented by Me Cécile JAGER, lawyer, with professional address in Howald, Grand Duchy of Luxembourg, by virtue of a proxy, given in on August 25, 2014.

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

Such appearing party is the sole shareholder «Biotoscana Seamar Family Luxco S.à r.l.» (hereinafter the «Company»), a société à responsabilité limitée, governed by the laws of the Grand Duchy of Luxembourg, having its registered office at 40, Avenue Monterey, L-2163 Luxembourg, Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 163.002, incorporated pursuant to a notarial deed received by the a notarial deed dated 17 August 2011, published in the Mémorial C, Recueil Spécial des Sociétés et Associations (the «Mémorial C») dated 20 October 2011 (number 2541, page 121934). The articles have been amended for the last time pursuant to a notarial deed dated 30 December 2013, published in the Memorial C number 822 dated 31 March 2014.

The appearing party represented as stated hereabove and representing the whole corporate capital requires the notary to act the following resolutions:

First resolution

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

Second resolution

The sole shareholder decides to appoint, as liquidator of the Company, Mrs. Cécile Jager, Lawyer, residing professionally at 2, rue Peternelchen L-2370 Howald, Luxembourg, present here and who declares to accept that mandate.

Third resolution

The sole shareholder decides that the liquidator shall receive the powers and compensations as determined hereafter.

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

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

The liquidator may exempt the registrar of mortgages from proceeding with any automatic registration; renounce all in rem rights, preferential rights, mortgages, actions for rescission; remove any attachment, with or without payment of all the preferential or mortgaged registrations, transcriptions, attachments, oppositions or other encumbrance.

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

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

The liquidator may distribute the Company's assets to the sole shareholder in cash or in kind to its willingness.

Costs

The expenses, costs, remunerations or charges in any form, whatsoever which shall be borne by the Company as a result of the present deed, are estimated at approximately one thousand five hundred Euro.

Nothing else being on the agenda, and nobody rising to speak, the meeting is closed.

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

Powers

The appearing person, acting in the above stated capacity does hereby grant power to any clerk and / or employee of the firm of the undersigned notary, acting individually, in order to document and sign any deed of amendment (typing error(s)) to the present deed.

Whereof the present notarial deed was prepared in Senningerberg, on the day mentioned at the beginning of this document.

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

Suit la traduction en français du texte qui précède

L'an deux mille quatorze, le vingt-neuf août.

Par-devant Nous Maître Paul BETTINGEN, notaire de résidence à Niederanven, Grand-Duché de Luxembourg,

A COMPARU

«Seabio Family Limited», une International Business Company régie par les lois des Bahamas, ayant son siège social au Financial Centre, Shirley and Charlotte Streets, 3023 Nassau Bahamas, immatriculée auprès du Registrar of The Bahamas sous le numéro 163020B,

ici représentée par Me Cécile Jager, Avocat à la Cour, demeurant à Luxembourg, en vertu d'une procuration sous seing privé donnée en date du 25 août 2014.

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

Laquelle partie comparante est l'associée unique de «Biotoscana Seamar Family Luxco S.à r.l.» (ci-après la «Société»), une société à responsabilité limitée, constituée selon les lois du Grand-duché de Luxembourg, ayant son siège social au 40, Avenue Monterey, L-2163, Luxembourg, Grand-Duché du Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 163.002, constituée suivant un acte notarié en date du 17 août 2011, dont les statuts ont été publiés au Mémorial C, Recueil Spécial des Sociétés et Associations (le «Mémorial C») du 20 octobre 2011 (numéro 2541, page 121934). Les statuts ont été modifiés pour la dernière fois suivant un acte en date du 30 décembre 2013, publié au Mémorial C numéro 822 du 31 mars 2014.

Laquelle partie comparante, représentée comme dit ci-avant et représentant l'intégralité du capital social, a requis le notaire instrumentant d'acter les résolutions suivantes:

Première résolution

L'associé unique décide de dissoudre et de mettre la Société en liquidation en date du présent acte.

Deuxième résolution

L'associé unique décide de nommer en tant que liquidateur, Madame Cécile Jager, Avocat à la Cour, résidant professionnellement à 2, rue Peternelchen L-2370 Howald, Luxembourg, ici présente et qui déclare accepter ce mandat.

Troisième résolution

L'associé unique décide que le liquidateur recevra les pouvoirs et rémunérations comme déterminés ci-après.

Le liquidateur a les pouvoirs les plus étendus ainsi que prévu aux articles 144 à 148 bis de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (la «Loi de 1915»).

Le liquidateur peut accomplir tous les actes visés à l'article 145 de la Loi de 1915, sans demander l'autorisation de l'assemblée générale dans les cas où cette autorisation serait requise.

Le liquidateur peut exempter le registre des hypothèques de faire une inscription automatique; renoncer à tous les droits réels, droits préférentiels, hypothèques, actions en rescision; enlever les charges, avec ou sans paiement de toutes les inscriptions préférentielles ou hypothécaires, transcriptions, charges, oppositions ou autres empêchements.

Le liquidateur n'a pas à faire l'inventaire et peut se référer aux comptes de la Société.

Le liquidateur pourra, sous sa responsabilité, pour des opérations spéciales ou spécifiques, déléguer à un ou plusieurs mandataires une partie de ses pouvoirs dans une étendue et pour une durée qu'il fixera.

Le liquidateur pourra distribuer les actifs de la Société à l'associé unique en numéraire ou en nature selon sa volonté.

Frais

Le montant des frais, rémunérations ou charges sous quelque forme incombant à la Société en raison des présentes, est estimé approximativement à mille cinq cents Euros.

Plus rien n'étant à l'ordre du jour et personne ne prenant la parole, l'assemblée est close.

Le notaire soussigné qui comprend et parle anglais déclare qu'à la demande du comparant le présent acte est dressé en langue anglaise suivi d'une traduction française. A la demande de cette même personne et en cas de divergences entre le texte anglais et le texte français, la version anglaise fera foi.

Pouvoirs

La personne comparante es qualité qu'elle agit donne par la présente pouvoir à tout clerc et/ou employé de l'étude du notaire soussigné, agissant individuellement, pour rédiger et signer tout acte de modification (faute(s) de frappe(s)) au présent acte.

Dont acte, en foi de quoi, le présent document a été préparé à Senningerberg, à la date donnée en tête.

Le document ayant été lu au comparant, connu du notaire par son nom, prénom, état civil et domicile, le comparant a signé avec le notaire, le présent acte.

Signé: Cécile Jager, Paul Bettingen.

Enregistré à Luxembourg, A.C., le 10 septembre 2014. LAC / 2014 / 42152. Reçu 12.-€.

Le Receveur (signé): Irène Thill.

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

Senningerberg, le 12 septembre 2014.

Référence de publication: 2014143246/116.

(140162936) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 septembre 2014.

Biogene Agrobusiness S.A., Société Anonyme.

Siège social: L-2172 Luxembourg, 29, rue Alphonse Munchen.

R.C.S. Luxembourg B 132.458.

Extrait de résolution prise lors de l'Assemblée Générale des actionnaires du 18 juin 2010.

Résolution:

L'Assemblée Générale décide de nommer Monsieur Emmanouil VLACHOGIANNAKIS, résidant professionnellement à 5, rue Anapafseos, GR-71601 Héraklion Crète, Grèce, comme Délégué à la gestion journalière.

Son mandat prend effet à partir du 18 juin 2010 jusqu'à l'assemblée générale qui se tiendra en l'année 2016,

En exerçant sa fonction, il possède un pouvoir de signature individuelle.

Extrait conforme

Signature

Référence de publication: 2014146600/15.

(140167106) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Bellamy S.A., Société Anonyme.

Siège social: L-1219 Luxembourg, 17, rue Beaumont.

R.C.S. Luxembourg B 182.314.

Les comptes 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.

BELLAMY S.A.

Référence de publication: 2014146595/10.

(140167023) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Millen-Eck S.à.r.l., Société à responsabilité limitée.

Siège social: L-4251 Esch-sur-Alzette, 13, rue du Moulin.

R.C.S. Luxembourg B 71.963.

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: 2014146873/9.

(140167128) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.
