

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° 3100

24 octobre 2014

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Le Comptoir Luxembourgeois de l'Automobile S.A., Société Anonyme.

Siège social: L-4832 Rodange, 408, route de Longwy.

R.C.S. Luxembourg B 130.980.

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

Mandataire

Référence de publication: 2014146226/10.

(140166377) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Lentz Multimodal, Société Anonyme.

Siège social: L-3225 Bettembourg, Container Terminal, Zone Industrielle "Schéleck II".

R.C.S. Luxembourg B 53.595.

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: 2014146229/10.

(140166210) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Luxcap Group, Société Anonyme.

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

R.C.S. Luxembourg B 109.020.

Monsieur Eric LECLERC, Monsieur Christophe JASICA et Madame Martine KAPP ont démissionné de leurs mandats d'administrateurs, et Monsieur Pascal FABECK a démissionné de son mandat de commissaire aux comptes de la société anonyme LUXCAP GROUP, 18, rue de l'Eau, L-1449 Luxembourg, RCS Luxembourg B 109020, avec effet au 18 septembre 2014.

Référence de publication: 2014146250/11.

(140166171) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Luxcap Group, Société Anonyme.

R.C.S. Luxembourg B 109.020.

Par la présente, la soussignée SKANDINAVISKA ENSKILDA BANKEN S.A., ayant son siège social à 4, rue Peternelchen, L-2370 Howald, déclare avoir dénoncé ce 18 septembre 2014 par courrier auprès de la société LUXCAP GROUP, société anonyme inscrite section B numéro 109020, le contrat de domiciliation qui la liait à elle, ainsi que le siège social fixé à 18, rue de l'Eau, L-1449 Luxembourg.

Luxembourg, le 18 septembre 2014.

Référence de publication: 2014146251/11.

(140166184) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Luxdynamic S.A., Société Anonyme.

Siège social: L-2346 Luxembourg, 20, rue de la Poste.

R.C.S. Luxembourg B 45.333.

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.

LUXDYNAMIC S.A.

Société Anonyme

Signatures

Référence de publication: 2014146252/12.

(140166299) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Les Terres Rouges S.A., Société Anonyme.

Siège social: L-4832 Rodange, 408, route de Longwy.
R.C.S. Luxembourg B 131.546.

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

Mandataire

Référence de publication: 2014146232/10.

(140166376) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Little Britain, Société Anonyme.

Siège social: L-8310 Capellen, 1C, route d'Arlon.
R.C.S. Luxembourg B 55.501.

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.
Windhof, le 19/09/2014.

Référence de publication: 2014146240/10.

(140166471) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Macquarie European Vehicle Safety Holdings 1 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 65.300,00.

Siège social: L-1648 Luxembourg, 46, place Guillaume II.
R.C.S. Luxembourg B 117.174.

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

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

Luxembourg, le 11 septembre 2014.

Référence de publication: 2014146256/11.

(140166047) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Matafi S.A., Société Anonyme.

Siège social: L-9647 Doncols, 19, Bohey.
R.C.S. Luxembourg B 43.828.

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

Fiduciaire Arbo S.A.

Signature

Référence de publication: 2014146268/11.

(140166239) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Mpulse S.A., Société Anonyme.

Siège social: L-3372 Leudelange, 7, rue Jean Fischbach.
R.C.S. Luxembourg B 115.875.

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 19/09/2014.

G.T. Experts Comptables Sàrl

Luxembourg

Référence de publication: 2014146286/12.

(140166468) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

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

Capital social: EUR 12.500,00.

Siège social: L-8399 Windhof, 9, rue des Trois Cantons.

R.C.S. Luxembourg B 175.618.

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

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

Référence de publication: 2014146225/9.

(140166793) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Lemniscate International S.à r.l., Société à responsabilité limitée.

Siège social: L-8399 Windhof, 11, rue des Trois Cantons.

R.C.S. Luxembourg B 172.928.

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

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

Référence de publication: 2014146228/9.

(140166110) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

LOGOS IT Services S.A., Société Anonyme.

Siège social: L-5887 Alzingen, 427, route de Thionville.

R.C.S. Luxembourg B 65.954.

- Constituée suivant acte reçu par Maître Paul BETTINGEN, notaire de résidence à L-NIEDERANVEN, en date 15 juillet 1998, publié au Mémorial, Recueil Spécial C N° 797 du 30 octobre 1998.

- Statuts modifiés à plusieurs reprises et pour la dernière fois en date du 11 septembre 2014 suivant acte reçu par Maître Emile SCHLESSER, notaire de résidence à L-LUXEMBOURG, en cours de publication.

Suite à la demande de Monsieur François GOURDON, il a été décidé de corriger son adresse inscrite sous la rubrique administrateur-délégué, comme suit:

- Monsieur François GOURDON, Directeur de société, demeurant professionnellement à L-5887 ALZINGEN, 427 route de Thionville.

Pour la société LOGO IT SERVICES S.A.

FIDUCIAIRE FERNAND FABER

Référence de publication: 2014146242/17.

(140166481) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Lela Coiffure s.à r.l., Société à responsabilité limitée.

Siège social: L-1526 Luxembourg, 2, Val Fleuri.

R.C.S. Luxembourg B 156.590.

EXTRAIT

Il découle du procès-verbal de l'assemblée générale extraordinaire du 19 septembre 2014 les décisions suivantes:

- d'accepter, à compter du 19 septembre 2014, la cession de 45 parts sociales détenues par Madame MARQUES CASTRO Sandra, demeurant 11, rue de la Tannerie à L-3789 TETANGE, à Madame BUCCARELLO Manuela, domicilié 94, avenue de la Faïencerie à L-1510 LUXEMBOURG, pour le prix convenu entre parties.

- d'accepter, à compter du 19 septembre 2014, la révocation de Monsieur COLACI Antonio, demeurant 6, Hoenerwee à L-3333 HELLANGE en tant que gérant administratif.

- d'accepter, à compter du 19 septembre 2014, la nomination de Madame BUCCARELLO Manuela, précitée, en tant que gérante unique.

- La société est valablement engagée, en toutes circonstances, par la seule signature de la gérante unique.

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

Luxembourg, le 19 septembre 2014.

PINHEIRO Samantha.

Référence de publication: 2014146227/19.

(140166795) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Lux Prime Pension - Sepcav, Société d'Epargne-Pension à Capital Variable.

Siège social: L-1855 Luxembourg, 50, avenue J.F. Kennedy.
R.C.S. Luxembourg B 113.490.

Extrait des Résolutions prises lors de la réunion du Conseil d'Administration du 17.09.2014

En date du 17 septembre 2014, le Conseil d'Administration a:

- décidé de prendre acte de la démission de M. Claude HEIREND avec effet au 30 juin 2014,
- décidé de coopter M. Jean-Marie AZZOLIN, 50 avenue J.F. Kennedy, L-2951 Luxembourg, en qualité d'administrateur pour un mandat prenant fin à l'issue de la prochaine assemblée qui se tiendra en 2015,
- confirmé que Mme Christiane DECKENBRUNNEN assure la fonction de Présidente du Conseil depuis le 1^{er} juillet 2014.

Luxembourg, le 18 septembre 2014.

Pour extrait sincère et conforme

Pour Lux Prime Pension - Sepcav

Référence de publication: 2014146222/17.

(140166070) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

VCJ Lease S.à r.l., Société à responsabilité limitée.

Capital social: USD 25.000,00.

Siège social: L-1420 Luxembourg, 5, avenue Gaston Diderich.
R.C.S. Luxembourg B 173.930.

EXTRAIT

Suivant un contrat de transfert de parts sociales en date du 5 septembre 2014, DB Finance International GmbH, a cédé la totalité des parts sociales de la Société à DEUTSCHE BANK Luxembourg S.A., une société anonyme régie par les lois du Grand-Duché de Luxembourg, avec siège social au 2, boulevard Konrad Adenauer, L-1115 Luxembourg et immatriculée du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 9164.

En conséquence, les parts sociales de la Société sont à présent détenues comme suit:

DEUTSCHE BANK Luxembourg S.A.	23.750 parts sociales de catégorie A
	1.250 parts sociales de catégorie B

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

Pour VCJ Lease S.à r.l.

Référence de publication: 2014146464/18.

(140166753) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Limoreal S.A., Société Anonyme.

Siège social: L-2453 Luxembourg, 6, rue Eugène Ruppert.
R.C.S. Luxembourg B 104.512.

Extrait des décisions prises par le conseil d'administration en date du 29 août 2014

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

Extrait des décisions prises par l'assemblée générale ordinaire des actionnaires en date du 15 septembre 2014

La cooptation de M. Louis WALLERAND a été ratifiée et il a été nommé comme administrateur jusqu'à l'issue de l'assemblée générale statutaire de 2015.

Veuillez noter que les adresses professionnelles de Mme Katia CAMBON et M. Louis WALLERAND, administrateurs, se situent désormais à L-2453 Luxembourg, 6, rue Eugène Ruppert.

Luxembourg, le 19 septembre 2014.

Pour extrait et avis sincères et conformes

Pour LIMOREAL S.A.

Un mandataire

Référence de publication: 2014146238/19.

(140166622) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Tahc S.A., Société Anonyme.

R.C.S. Luxembourg B 84.020.

Par la présente, je vous prie de bien vouloir prendre acte de la dénonciation du siège social de votre société avec effet immédiat.

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

Luxembourg, le 19 septembre 2014.

Me Pierre Berna.

Référence de publication: 2014146442/10.

(140166660) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Technique & Régulation Développement Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-1470 Luxembourg, 66, route d'Esch.

R.C.S. Luxembourg B 78.566.

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

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

Référence de publication: 2014146445/10.

(140166838) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

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

Siège social: L-1728 Luxembourg, 18, rue du Marché-aux-Herbes.

R.C.S. Luxembourg B 101.347.

Il résulte d'une cession de parts sociales en date du 12 septembre 2014 que la société VIRGINS CAPITAL S.à r.l., ayant son siège social à L-4131 Esch-sur-Alzette, 25, avenue de la Gare, est propriétaire de la totalité des 125 parts sociales constituant le capital social de la société UNICORN S.à r.l.

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

Luxembourg, le 19 septembre 2014.

G.T. Experts Comptables S.à r.l.

Luxembourg

Référence de publication: 2014146453/14.

(140166206) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Valero Moselle Company S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 161.858.

Extrait des résolutions prises par les associées en date du 3 septembre 2014

1. M. David CATALA a démissionné de son mandat de gérant de catégorie B.
2. M. Hugo FROMENT a démissionné de son mandat de gérant de catégorie B.
3. M. Pierre CLAUDEL, administrateur de sociétés, né le 23 mai 1978 à Schiltigheim (France), avec adresse professionnelle à L-2453 Luxembourg, 6, rue Eugène Ruppert, a été nommé comme gérant de catégorie B pour une durée indéterminée.
4. M. Christophe-Emmanuel SACRE, administrateur de sociétés, né le 22 janvier 1985 à Ottignies (Belgique), avec adresse professionnelle à L-2453 Luxembourg, 6, rue Eugène Ruppert, a été nommé comme gérant de catégorie B pour une durée indéterminée.

Luxembourg, le 19/09/2014.

Pour extrait sincère et conforme

Pour Valero Moselle Company S.à r.l.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014146455/20.

(140166781) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Centre de Recherche Public Henri Tudor, Etablissement Public.

Siège social: L-1855 Luxembourg, 29, avenue J.F. Kennedy.
R.C.S. Luxembourg J 38.

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

Référence de publication: 2014146001/9.

(140166289) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Centre Logistique de Bettembourg, Société Anonyme.

Siège social: L-3225 Bettembourg, Zone Industrielle «Schéleck II», Containers Terminal.
R.C.S. Luxembourg B 17.642.

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: 2014146018/10.

(140166673) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Yuzhchukmorneftegaz Sàrl, Société à responsabilité limitée.

Capital social: USD 20.000,00.

Siège social: L-2163 Luxembourg, 40, avenue Monterey.
R.C.S. Luxembourg B 185.548.

EXTRAIT

Il résulte de la décision des associés de la Société du 15 août 2014 que:

- Monsieur Andrei Agarkov a démissionné en tant que gérant de catégorie A de la Société,
- Monsieur Sergey K. Nosov, né le 2 mai 1971 à Leningrad (Russie), demeurant professionnellement à 31 A Dubininskaya Street, 115054 Moscou (Russie), a été nommé avec effet au 15 août 2014 en tant que gérant de catégorie A de la Société pour une durée indéterminée.

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

Pour la Société

Référence de publication: 2014146479/16.

(140166686) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

UID Finance, Société Anonyme.

Siège social: L-2134 Luxembourg, 50, rue Charles Martel.
R.C.S. Luxembourg B 47.134.

Extrait des résolutions prises lors du Conseil d'Administration tenu en date du 18 septembre 2014

Il résulte de la réunion du Conseil d'Administration 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.
- L'administrateur M. Claude ZIMMER est domicilié professionnellement au 50 rue Charles Martel L-2134 Luxembourg et ce, avec effet au 1^{er} septembre 2014.
- La société ZIMMER & PARTNERS S.A commissaire aux comptes, société enregistrée auprès du Registre de Commerce et des Sociétés Luxembourg sous le numéro B151.507 est transféré du 3-7 rue Schiller L-2519 au 50, rue Charles Martel, L-2134 Luxembourg et ce, avec effet au 1^{er} 5 septembre 2014.

Extrait sincère et conforme

Signature

Un Mandataire

Référence de publication: 2014146452/19.

(140166571) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

BARRELL Securities, Société Anonyme.

Siège social: L-2172 Luxembourg, 29, rue Alphonse München.

R.C.S. Luxembourg B 148.796.

Par la présente, nous tenons à vous annoncer notre décision de démissionner de notre fonction de Commissaire au sein de votre société et ceci avec effet immédiat.

Strassen, le 18 septembre 2014.

VAN CAUTER - SNAUWAERT & CO SARL

Référence de publication: 2014145985/11.

(140166759) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Distribution Automobiles Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-1740 Luxembourg, 20, rue d'Hollerich.

R.C.S. Luxembourg B 146.553.

Les comptes annuels au 04/07/2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

PRODESSE S.à r.l.

19, rue de la Gare

L-3237 BETTEMBOURG

Signature

Référence de publication: 2014146078/13.

(140166337) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

CBA Investment, Société Anonyme.

Siège social: L-1931 Luxembourg, 19, avenue de la Liberté.

R.C.S. Luxembourg B 39.646.

L'Assemblée générale du 18 septembre 2014 a décidé de nommer M. Komuldeepsing BUSAWAH, avec adresse professionnelle au 24-26 boulevard d'Avranches, L-1160 Luxembourg, en tant que nouveau commissaire aux comptes en remplacement de M. Tejvinder SINGH dont le mandat expire à la fin de cette assemblée générale.

Mr. BUSAWAH est nommé pour une période de six (6) ans. Son mandat viendra à expiration lors de l'assemblée générale annuelle à tenir en l'an 2020.

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

Luxembourg, le 19 septembre 2014.

Référence de publication: 2014146017/14.

(140166627) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

CSC Computer Sciences Capital S.à r.l., Société à responsabilité limitée.**Capital social: EUR 544.869.927,00.**

Siège social: L-1420 Luxembourg, 7, avenue Gaston Diderich.

R.C.S. Luxembourg B 149.716.

Extrait des décisions prises lors de l'assemblée générale annuelle en date du 11 septembre 2014.

Lors de l'assemblée générale annuelle tenue le 11 septembre 2014, il a été décidé d'accepter la démission de Madame Louise TURILLI en tant que gérante de la société avec effet au 29 août 2014.

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

Luxembourg, le 19 septembre 2014.

Pour avis sincère et conforme

Pour CSC Computer Sciences Capital S.à r.l.

United International Management S.A.

Référence de publication: 2014146044/16.

(140166111) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Biham S.A., Société Anonyme.

Siège social: L-1653 Luxembourg, 2, avenue Charles de Gaulle.
R.C.S. Luxembourg B 143.561.

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

Référence de publication: 2014145987/9.

(140166350) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Crédit Agricole Réassurance S.A., Société Anonyme.

Siège social: L-8030 Strassen, 145, rue du Kiem.
R.C.S. Luxembourg B 29.439.

Procès-verbal de la réunion du Conseil d'Administration tenue le 12 novembre 2013 à 15 heures à Luxembourg

La Conseil décide de la fin du mandat de Monsieur Christian THEODOSE en qualité de Dirigeant Agréé de la société CARE.

Référence de publication: 2014146041/10.

(140166459) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Compagnie All'Immo S.A., Société Anonyme.

Siège social: L-4761 Pétange, 59, route de Luxembourg.
R.C.S. Luxembourg B 67.337.

Extrait du procès-verbal de l'assemblée générale ordinaire des actionnaires tenue extraordinairement à Pétange en date du 8 mai 2014.

L'assemblée a décidé de renouveler le mandat d'administrateur de Monsieur Pascal Wagner pour une durée de six ans jusqu'au 7 mai 2020.

L'assemblée a décidé de renouveler le mandat d'administrateur de Madame Renée Wagner Klein pour une durée de six ans jusqu'au 7 mai 2020.

L'assemblée a décidé de renouveler le mandat d'administrateur de Madame Myriam Mathieu pour une durée de six ans jusqu'au 7 mai 2020.

L'assemblée a décidé de renouveler le mandat d'administrateur délégué de Monsieur Pascal Wagner pour une durée de six ans jusqu'au 7 mai 2020.

L'assemblée a décidé de renouveler le mandat de commissaire aux comptes de «Société de Gestion Internationale S.à.r.l.» pour une durée de six ans, soit jusqu'au 7 mai 2020.

Administrateur délégué:

Monsieur Pascal WAGNER, comptable
Demeurant professionnellement
L-4761 Pétange, 59 route de Luxembourg

Administrateurs:

Madame Renée WAGNER-KLEIN, employée privée
Demeurant professionnellement
L-4761 Pétange, 59 route de Luxembourg
Madame Myriam MATHIEU, employée privée
Demeurant professionnellement
L-4761 Pétange, 59 route de Luxembourg

Commissaire aux comptes:

SOCIETE DE GESTION INTERNATIONALE S.A.R.L.
L-4761 Pétange, 59 route de Luxembourg

Pétange, le 8 mai 2014.

Pour la société

Référence de publication: 2014146030/35.

(140166812) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

**D. Soft Europa-ipc.eu, Société à responsabilité limitée,
(anc. Vita Cell).**

Siège social: L-8399 Windhof, 3, rue d'Arlon.
R.C.S. Luxembourg B 148.934.

Les comptes annuels au 31/12/2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2014146049/10.

(140166428) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

**D. Soft Europa-ipc.eu, Société à responsabilité limitée,
(anc. Vita Cell).**

Siège social: L-8399 Windhof, 3, rue d'Arlon.
R.C.S. Luxembourg B 148.934.

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

Signature.

Référence de publication: 2014146048/10.

(140166427) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

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

Siège social: L-2453 Luxembourg, 6, rue Eugène Ruppert.
R.C.S. Luxembourg B 106.212.

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.

Pour PCM Holding S.à r.l.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014146922/11.

(140166919) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Dumas Properties S.A., Société Anonyme.

Capital social: EUR 31.000,00.

Siège social: L-1470 Luxembourg, 70, route d'Esch.
R.C.S. Luxembourg B 166.902.

EXTRAIT

En date du 1^{er} septembre 2014, l'actionnaire unique de la société a pris les résolutions suivantes:

1. L'actionnaire unique décide de relever la personne suivante de son mandat d'administrateur de la Société:

- One Services Ltd, une société de droit seychellois, domicilié à Global Gateway 1487, Rue De La Perle, Providence, Mahe, Seychelles

2. L'actionnaire unique décide de nommer en tant qu'administrateur unique et délégué à la gestion journalière pour un mandat de six ans, avec effet au 1^{er} septembre 2014, la personne suivante:

- Monsieur Patrice Gallasin, né le 9 décembre 1970 à Villers Semeuse (France) et résidant professionnellement à L-1470 Luxembourg, 70, route d'Esch.

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

Pour extrait conforme

Signature

Un mandataire

Référence de publication: 2014146056/21.

(140166818) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Aerium Heidelberg S.à r.l., Société à responsabilité limitée.

Siège social: L-2633 Senningerberg, 6A, route de Trèves.
R.C.S. Luxembourg B 113.362.

Le bilan au 31 Décembre 2011 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Référence de publication: 2014145927/9.
(140166747) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Aerium Ubstadt S.à r.l., Société à responsabilité limitée.

Siège social: L-2633 Senningerberg, 6A, route de Trèves.
R.C.S. Luxembourg B 113.359.

Le bilan au 31 Décembre 2011 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Référence de publication: 2014145929/9.
(140166749) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

DLJ Mojito Luxco 2 GP, Société à responsabilité limitée.

Siège social: L-1724 Luxembourg, 19-21, boulevard du Prince Henri.
R.C.S. Luxembourg B 139.422.

Rectificatif du dépôt du 2 septembre 2013 (N. L130151293)

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.

DLJ Mojito LuxCo 2 GP
Société à responsabilité limitée
Signature

Référence de publication: 2014146082/13.
(140166254) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

DS Turkey 7 S. à r. l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1882 Luxembourg, 5, rue Guillaume Kroll.
R.C.S. Luxembourg B 145.477.

RECTIFICATIF

Suite à une erreur matérielle survenue dans la publication datée du 1^{er} septembre 2014, et déposée au Registre de Commerce et des Sociétés de Luxembourg le 12 septembre 2014, sous la référence L140162035:

I. En date du 11 juillet 2014, l'associé unique Bosphorus Capital Partners Limited, avec siège social au 1, Le Marchant Street, GY1 4 HP St Peter Port, Guernesey, a cédé la totalité de ses 500 parts sociales de la manière suivante:

- 250 parts sociales, à Capital Investments & Equities Limited, avec siège social à Blake Building, Suite 102, Ground Floor, Corner of Eyre & Hutson Streets, Belize City, Belize, qui les acquiert;
- 250 parts sociales, à Alaro Trustees Limited, avec siège social au 2, Reid Street, HM 11, Hamilton, Bermudes, qui les acquiert;

II. En date du 11 juillet 2014, l'associé Alaro Trustees Limited, précité, a cédé la totalité de ses 250 parts sociales à Capital Investments & Equities Limited, avec siège social à Blake Building, Suite 102, Ground Floor, Corner of Eyre & Hutson Streets, Belize City, Belize, qui les acquiert.

En conséquence, l'associé unique est Capital Investments & Equities Limited, précité, avec 500 parts sociales
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 18 septembre 2014.

Référence de publication: 2014146086/23.
(140166536) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

DLJ Mojito Luxco 1, Société à responsabilité limitée.

Siège social: L-1724 Luxembourg, 19-21, boulevard du Prince Henri.
R.C.S. Luxembourg B 139.421.

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Rectificatif du dépôt du 4 septembre 2013 (N. L130152514)

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.

DLJ Mojito LuxCo 1
Société à responsabilité limitée
Signature

Référence de publication: 2014146081/13.

(140166241) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

ALG Luxco I S.C.A., Société en Commandite par Actions.

Capital social: USD 48.405,60.

Siège social: L-1748 Findel, 4, rue Lou Hemmer.
R.C.S. Luxembourg B 174.431.

—
En date du 19 septembre 2014, les associés de la société ont pris la résolution suivante:

- D'approuver la nomination de PricewaterhouseCoopers S.à r.l., ayant le siège social à 400 route d'Esch, BP 1443, L-1014 Luxembourg, en tant que réviseur d'entreprise indépendant de la société pour une période venant à l'échéance lors de l'assemblée générale ordinaire statuant sur les des comptes de l'exercice social se clôturant au 31 décembre 2016 et qui se tiendra en 2017.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 19 septembre 2014.

Référence de publication: 2014145932/15.

(140166496) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

SIPL Partner 6 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1273 Luxembourg, 19, rue de Bitbourg.
R.C.S. Luxembourg B 187.648.

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Le présent document est établi en vue de mettre à jour les informations inscrites auprès du Registre de Commerce et des Sociétés de Luxembourg.

Les prénoms et nom du gérant de catégorie A de la Société doivent se lire comme suit:

- Monsieur Jeffrey H. MILLER

Extrait des résolutions prises par l'associé unique de la Société avec effet au 11 septembre 2014

L'associé unique de la Société a pris la résolution suivante;

- de nommer Monsieur Andrew HUDSON, né le 19 septembre 1976 à Prince George, Colombie-Britannique, Canada, résidant à l'adresse suivante: 17, rue de Nospelt, L-8398 Roodt/Septfontaines, Luxembourg, en tant que nouveau gérant de catégorie B de la Société avec effet au 11 septembre 2014 et ce pour une durée indéterminée.

Le conseil de gérance de la Société est désormais composé comme suit:

- Monsieur Jeffrey H. MILLER, gérant de catégorie A
- Monsieur Tony WHITEMAN, gérant de catégorie B
- Monsieur Andrew HUDSON, gérant de catégorie B
- Madame Catherine KOCH, gérant de catégorie C

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

Luxembourg, le 17 septembre 2014.

SIPL Partner 6 S.à r.l.

Signature

Référence de publication: 2014145780/26.

(140165412) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 septembre 2014.

**Aunilec S.A., Société Anonyme,
(anc. Yalorys S.A.).**

Siège social: L-9944 Beiler, 36, Duarrefstrooss.
R.C.S. Luxembourg B 127.954.

L'an deux mille quatorze, le cinq septembre.

Par devant Maître Robert SCHUMAN, notaire de résidence à Differdange.

S'est réunie:

l'assemblée générale extraordinaire des actionnaires de la société anonyme YALORYS S.A., ayant son siège social à L-5280 Sandweiler, Zone Industrielle Rolach, constituée suivant acte reçu par le notaire Francis KESSELER, de résidence à Esch/Alzette, en date du 10 mai 2007, publié au Mémorial C no 1372 du 5 juillet 2007, dont les statuts ont été modifiés suivant acte reçu par le prédit notaire Francis KESSELER en date du 26 janvier 2010, publié au Mémorial C no 668 du 30 mars 2010.

L'assemblée est ouverte à 11.00 heures sous la présidence de Monsieur Mario NICOLO, directeur financier, demeurant à L-7782 Bissen, 2, an der Uecht,

qui désigne comme secrétaire Monsieur Romain WINKEL, clerc de notaire, demeurant professionnellement à Differdange.

L'assemblée choisit comme scrutateur Monsieur Jean-Jacques AUBERTIN, directeur commercial, demeurant à F-57980 Ebring, 40, rue de la Libération.

Le bureau étant ainsi constitué le Président expose et prie le notaire d'acter que:

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

- 1.- Modification de la dénomination sociale avec changement subséquent de l'article 1^{er} des statuts.
2. - Modification de l'objet social avec refonte subséquente de l'article 4 des statuts.
3. - Transfert du siège social à Beiler avec modification subséquente de l'article 3 des statuts.
4. - Fixation de l'adresse du siège social.
5. - Nomination de trois administrateurs.

II.- Il a été établi une liste de présence, renseignant les actionnaires présents et représentés ainsi que le nombre d'actions qu'ils détiennent, laquelle, après avoir été signée «ne varietur» par les actionnaires ou leurs mandataires, le notaire soussigné et par les membres du bureau, sera enregistrée avec le présent acte ensemble avec la ou les procuration(s) signée(s) «ne varietur» par les mandataires.

III.- Il résulte de la liste de présence que tous les actionnaires sont présents ou représentés à l'assemblée, et qu'il a donc pu être fait abstraction des convocations d'usage. Dès lors l'assemblée est régulièrement constituée et peut valablement délibérer sur l'ordre du jour, dont les actionnaires ont pris connaissance avant la présente assemblée.

IV.- Après délibération, l'assemblée générale prend, à l'unanimité des voix, les résolutions suivantes:

Première résolution

L'assemblée générale décide de changer la dénomination sociale en AUNILEC S.A. et par conséquence l'article 1^{er} des statuts aura dorénavant la teneur suivante:

« **Art. 1^{er}** . Il est constitué par les présentes entre les comparants et tous V ceux qui deviendront propriétaires des actions ci-après créées une société anonyme sous la dénomination de AUNILEC S.A..»

Deuxième résolution

L'assemblée générale décide de procéder à une refonte de l'objet social et par conséquence l'article 4 des statuts aura dorénavant la teneur suivante:

« **Art. 4.** La société a pour objet le commerce national et international, ainsi que l'export de tous produits électriques et électroniques, de même que tous produits en relation avec le domaine de conversion d'énergie et de secours électriques et tous autres produits divers.

Elle pourra faire toutes opérations commerciales, financières, industrielles, mobilières et immobilières, se rattachant directement ou indirectement, en tout et en partie à son objet ou qui pourraient en faciliter la réalisation et le développement.»

Troisième résolution

L'assemblée générale décide de transférer le siège social à Beiler et par conséquence l'article 3 des statuts aura dorénavant la teneur suivante:

« **Art. 3.** Le siège social est établi à Beiler.»

Quatrième résolution

L'Assemblée générale décide de fixer l'adresse du siège social à L-9944 Beiler, 36, Duarrefstrooss.»

Cinquième résolution

L'assemblée générale décide de nommer trois administrateurs pour une durée de six ans, à savoir:

Monsieur Jean-Jacques AUBERTIN, né à Forbach, France, le 21 janvier 1970, demeurant à F-57980 Ebring, 40, rue de la Libération, et,

Monsieur Mario NICOLO, né à Messina, Italie, le 20 avril 1965, demeurant à L-7782 Bissen, 2, an der Uecht.

La société AUNILUX S.A., ayant son siège social à L-5280 Sandweiler, Z.I. Rolach, Hall 4.

Réunion du conseil d'administration.

Et à l'instant même s'est réuni le Conseil d'Administration en assemblée générale, et prend, à l'unanimité des voix la résolution suivante:

Sont nommés administrateurs-délégués de la société pour une durée de six ans Monsieur Mario NICOLO et Monsieur Jean-Jacques AUBERTIN prédits.

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

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

Signé: Nicolo, Winkel, Aubertin, Schuman.

Enregistré à Esch/Alzette Actes Civils, le 10 septembre 2014. Relation: EAC / 2014 / 12075. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Santioni.

POUR EXPEDITION CONFORME, délivrée à la société sur demande pour servir à des fins de dépôt au Registre de Commerce et des Sociétés de et à Luxembourg.

Differdange, le 12 septembre 2014.

Référence de publication: 2014143813/78.

(140162770) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 septembre 2014.

Queens Dock Liverpool Property S.à r.l., Société à responsabilité limitée.

Capital social: GBP 6.515.000,00.

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

R.C.S. Luxembourg B 187.161.

In the year two thousand and fourteen, on the fourth day of September.

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

THERE APPEARED:

Queens Dock Liverpool Holdings S.à r.l., a société à responsabilité limitée, incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' register under registration number B 187145,

duly represented by Mr. Brian Gillot, having his professional address in Luxembourg, Grand Duchy of Luxembourg, by virtue of a proxy given on 4 September 2014 in Luxembourg.

The proxy, after having been signed ne varietur by the proxy-holder and the undersigned notary, shall remain attached to this deed in order to be registered therewith.

The appearing party is the sole shareholder (the "Shareholder") of Queens Dock Liverpool Property S.à r.l., a société à responsabilité limitée, incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' register under registration number B 187161, incorporated pursuant to a deed of Maître, Henri Hellinckx notary residing in Luxembourg, Grand Duchy of Luxembourg, on 9 May 2014, published in the Mémorial C, Recueil des Sociétés et Associations number 1973 on 28 July 2014, last amended pursuant to a deed of Maître, Henri Hellinckx notary residing in Luxembourg, Grand Duchy of Luxembourg, on 8 August 2014, not yet published in the Mémorial C, Recueil des Sociétés et Associations (hereafter the "Company").

The appearing party representing the entire share capital declares having waived any notice requirement and may validly deliberate on all the items of the following agenda:

Agenda

- 1) Amendment to article 2 “Purpose” of the Company’s articles of incorporation in order to provide the possibility for the Company to carry out real estate activities,
- 2) Amendment to article 6 “Shares” of the Company’s articles of incorporation; and
- 3) Miscellaneous.

Then the Shareholder takes the following resolutions:

First resolution

The Shareholder resolves to amend article 2 “Purpose” of the articles of incorporation of the Company in order to provide the possibility for the Company to carry out real estate activities. Article 2 “Purpose” shall henceforth read as follows:

" Art. 2. Purpose.

2.1 The purpose of the Company is the acquisition of participations, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such participations. The Company may in particular acquire, by subscription, purchase and exchange or in any other manner any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and more generally any securities and financial instruments issued by any public or private entity. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin.

2.2 The Company may borrow in any form, except by way of public offer. It may issue, by way of private placement only, notes, bonds and any kind of debt and equity securities. The Company may lend funds including, without limitation, the proceeds of any borrowings and issues of debt or equity securities to its subsidiaries, affiliated companies and any other companies. The Company may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over all or some of its assets to guarantee its own obligations and those of any other company, and, generally, for its own benefit and that of any other company or person. For the avoidance of doubt, the Company shall not carry out any regulated activities of the financial sector.

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

2.4 The Company may generally carry out any commercial, financial or industrial operations and any transactions with respect to real estate or movable property which directly or indirectly favour or relate to its corporate object.

2.5 An additional purpose of the Company is the acquisition and sale of real estate properties either in the Grand Duchy of Luxembourg or abroad, including the direct or indirect holding of participations in Luxembourg or foreign companies, the principal object of which is the acquisition, development, promotion, sale, management and/or lease of real estate properties.”

Second resolution

The Shareholder resolves to amend article 6 “Shares” of the articles of incorporation of the Company in order to read as follows:

" Art. 6. Shares.

6.1 The Company’s share capital is divided into shares, each of them having the same nominal value.

6.2 The Company’s share capital is divided into ten (10) different classes of shares,

- 1) the Class A Income Shares;
- 2) the Class B Income Shares;
- 3) the Class C Income Shares;
- 4) the Class D Income Shares;
- 5) the Class E Income Shares;
- 6) the Class A Capital Shares;
- 7) the Class B Capital Shares;
- 8) the Class C Capital Shares;
- 9) the Class D Capital Shares; and
- 10) the Class E Capital Shares;

The Shares shall finance the Company’s investments.

6.3 The Income Shares are exclusively entitled to the Income Profits derived from the Company’s investments, less the amount of the expenses (including but not limited to interest expenses), losses, taxes and other transfers of funds incurred by the Company and which can regularly and reasonably be attributed to the management and operation of its assets.

All such net Income Profits shall be allocated to an Income Share reserve until its distribution to the holder(s) of Income Shares.

6.4 The Capital Shares are exclusively entitled to the Capital Profits realized by the Company.

All such Capital Profits shall be allocated to a Capital Shares reserve until their distribution to the holder(s) of Capital Shares

6.5 The Company may have one or several shareholders, with a maximum of forty (40) shareholders.

6.6 Death, suspension of civil rights, dissolution, bankruptcy or insolvency or any other similar event regarding any of the shareholders shall not cause the dissolution of the Company.

6.7 A shareholder's right in the Company's assets and profits shall be proportional to the number of shares held by him/her/it in the class of shares to which such assets and profits are allocated in accordance with article 5 here above.

6.8 The Company's shares are in registered form.

6.9 Fractional shares shall have the same rights on a fractional basis as whole shares, provided that shares shall only be able to vote if the number of fractional shares may be aggregated into one or more whole shares. If there are fractions that do not aggregate into a whole share, such fractions shall not be able to vote."

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

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

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

Suit la traduction française du texte qui précède:

L'an deux mille quatorze, le quatre septembre.

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

A COMPARU

Queens Dock Liverpool Holdings S.à r.l., une société à responsabilité limitée, constituée et existant sous les lois du Grand-Duché du Luxembourg, ayant son siège social au 2-4, rue Eugène Ruppert, L-2453 Luxembourg, Grand-duché de Luxembourg, inscrite au registre de commerce et des sociétés de Luxembourg sous le numéro B 187145,

dûment représentée par Monsieur Brian Gillot, ayant son adresse professionnelle à Luxembourg, Grand-Duché de Luxembourg, en vertu d'une procuration donnée le 4 septembre 2014 à Luxembourg.

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

La partie comparante est l'associé unique (l'«Associé Unique»), de Queens Dock Liverpool Property S.à r.l., une société à responsabilité limitée, constituée et existant sous les lois du Grand-Duché du Luxembourg, ayant son siège social au 2-4, rue Eugène Ruppert, L-2453 Luxembourg, Grand-duché de Luxembourg, inscrite au registre de commerce et des sociétés de Luxembourg sous le numéro B 187161, constituée suivant acte reçu par Maître Henri Hellinckx, notaire de résidence à Luxembourg, le 7 mai 2014, publié au Mémorial C, Recueil des Sociétés et Associations au numéro 1973 en date du 28 juillet 2014. Les statuts de la Société ont été ensuite modifiés suivant acte reçu par le notaire soussigné en date du 8 août 2014, pas encore publié au Mémorial C, Recueil des Sociétés et Associations (ci-après la «Société») La partie comparante représentant l'intégralité du capital social déclare avoir renoncé à toute condition de préavis et peut valablement délibérer sur tous les points de l'agenda suivant:

Agenda

1. Modification de l'article 2 «Objet Social» des statuts de la Société; afin de prévoir la possibilité pour la Société de réaliser des activités ayant trait au secteur immobilier;

2. Modification de l'article 6 «Parts sociales» des statuts de la Société; et

3. Divers.

L'Associé Unique prend les résolutions suivantes:

Première Résolution

L'Associé Unique décide de procéder à la modification de l'article 2 «Objet social» des statuts de la Société afin de prévoir la possibilité pour la Société de réaliser des activités ayant trait au secteur immobilier. En conséquence, l'Article 2 «Objet social» aura désormais la teneur suivante:

« Art. 2. Objet social.

2.1 L'objet de la Société est la prise de participations, tant au Luxembourg qu'à l'étranger, dans toutes sociétés ou entreprises sous quelque forme que ce soit, et la gestion de ces participations. La Société peut notamment acquérir par

souscription, achat et échange ou de toute autre manière tous titres, actions et autres valeurs de participation, obligations, créances, certificats de dépôt et autres instruments de dette, et plus généralement, toutes valeurs et instruments financiers émis par toute entité publique ou privée. Elle peut participer à la création, au développement, à la gestion et au contrôle de toute société ou entreprise. Elle peut en outre investir dans l'acquisition et la gestion d'un portefeuille de brevets ou d'autres droits de propriété intellectuelle de quelque nature ou origine que ce soit.

2.2 La Société peut emprunter sous quelque forme que ce soit, sauf par voie d'offre publique. Elle peut procéder, uniquement par voie de placement privé, à l'émission de billets à ordre, d'obligations et de titres et instruments de toute autre nature. La Société peut prêter des fonds, y compris notamment, les revenus de tous emprunts et les émissions de titres de créance ou de titres de participation à ses filiales, sociétés affiliées ainsi qu'à toutes autres sociétés. La Société peut également consentir des garanties et nantir, céder, grever de charges ou autrement créer et accorder des sûretés sur toute ou partie de ses actifs afin de garantir ses propres obligations et celles de toute autre société et, de manière générale, en sa faveur et en faveur de toute autre société ou personne. En tout état de cause, la Société n'effectuera aucune activité réglementée du secteur financier.

2.3 La Société peut en règle générale employer toutes les techniques et instruments en relation avec ses investissements pour leur gestion efficace, y compris les techniques et instruments conçus pour sa protection contre le risque de crédit, les fluctuations monétaires, les fluctuations de taux d'intérêt et autres risques.

2.4 La Société peut en règle générale effectuer toutes les opérations commerciales, financières ou industrielles et toutes les transactions concernant des biens immobiliers ou mobiliers qui, directement ou indirectement, favorisent ou se rapportent à son objet social.

2.5 La Société a, en outre, pour objet l'acquisition et la vente de biens immobiliers soit au Grand-Duché de Luxembourg, soit à l'étranger, y compris la détention de participations directes ou indirectes dans des sociétés luxembourgeoises ou étrangères dont l'objet principal est l'acquisition, le développement, la promotion, la vente, la gestion et/ou la location de biens immobiliers.»

Deuxième Résolution

L'Associé Unique décide de procéder à la modification de l'article 6 «Parts sociales» des statuts de la Société afin de lui donner la teneur suivante:

« Art. 6. Parts sociales.

6.1 Le capital social de la Société est divisé en parts sociales ayant chacune la même valeur nominale.

6.2. Le capital social de la Société est divisé en dix (10) différentes classes de parts sociales,

- 1) Parts Sociales de Bénéfice de Revenu de Classe A;
- 2) Parts Sociales de Bénéfice de Revenu de Classe B;
- 3) Parts Sociales de Bénéfice de Revenu de Classe C;
- 4) Parts Sociales de Bénéfice de Revenu de Classe D;
- 5) Parts Sociales de Bénéfice de Revenu de Classe E;
- 6) Parts Sociales de Gain en Capital de Classe A;
- 7) Parts Sociales de Gain en Capital de Classe B;
- 8) Parts Sociales de Gain en Capital de Classe C;
- 9) Parts Sociales de Gain en Capital de Classe D; et
- 10) Parts Sociales de Gain en Capital de Classe E;

Les Parts Sociales permettent le financement des investissements de la Société.

6.3 Les Parts Sociales de Bénéfice de Revenu confèrent un droit exclusif sur les Bénéfices de Revenu provenant des investissements de la Société, déduction faite de l'ensemble des dépenses (y compris, sans toutefois s'y limiter, les frais d'intérêts), pertes, taxes, ainsi que de tout transfert de fonds incombant à la Société qui peuvent régulièrement et raisonnablement être rattachés à la gestion ainsi qu'aux opérations de ses actifs.

L'ensemble de ces Bénéfices de Revenu net devra être affecté à une réserve des Parts Sociales de Bénéfice de Revenu, jusqu'à leur distribution effective au bénéfice des porteurs de Parts Sociales de Bénéfice de Revenu.

6.4 Les Parts Sociales de Gain en Capital confèrent un droit exclusif sur les Gains en Capital réalisés par la Société.

L'ensemble de ces Gains en Capital devra être affecté à une réserve des Parts Sociales de Gain en Capital, jusqu'à leur distribution effective au bénéfice des porteurs de Parts Sociales de gain social.

6.5 La Société peut avoir un ou plusieurs associés, avec un nombre maximal de quarante (40) associés.

6.6 Le décès, la suspension des droits civils, la dissolution, la liquidation, la faillite ou l'insolvabilité ou tout autre événement similaire d'un des associés n'entraînera pas la dissolution de la Société.

6.7 Les droits des Associés en relation avec l'actif net et les profits de la Société devront être proportionnels aux Parts Sociales détenues par l'Associé en rapport avec la classe de parts sociales à laquelle un tel actif net et profits sont attribués, conformément à l'article 6, susmentionné ci-avant.

6.8 Les parts sociales de la société ont été émises sous la forme de titres nominatifs.

6.9 Les parts sociales fractionnées devront avoir les mêmes droits que les parts sociales entières, pour autant que ces parts sociales devront être uniquement autorisés de voter si la somme des parts sociales fractionnées peut être regroupée sur une ou plusieurs part(s) sociale(s) entière(s). Dans l'hypothèse contraire, ces parts sociales fractionnées ne disposent d'aucun droit de vote.»

Dont acte, passé à Luxembourg, à la date figurant en tête des présentes.

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

L'acte ayant été lu à la personne du comparant connu du notaire instrumentant par nom, prénom, et résidence, la personne du comparant a signé avec le notaire le présent acte.

Signé: B. GILLOT et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 10 septembre 2014. Relation: LAC/2014/42112. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 12 septembre 2014.

Référence de publication: 2014143693/210.

(140163111) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 septembre 2014.

Sterling Testing S.à r.l., Société à responsabilité limitée.

Capital social: EUR 201.601,71.

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

R.C.S. Luxembourg B 158.005.

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

Before Maître Jean-Paul Meyers, civil law notary residing in Rambrouch, Grand Duchy of Luxembourg,

Was held

an extraordinary general meeting (the Meeting) of the shareholders of Sterling Testing S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée) having its registered office at 121, avenue de la Faïencerie, L-1511 Luxembourg, with a share capital of EUR 201,601.71 and registered with the Luxembourg Trade and Companies Register (R.C.S. Luxembourg) under the number B 158005 (the Company).

THERE APPEARED:

1. Herculean Testing Group B.V. Employee Benefit Trust, acting by its trustee Appleby Trust (Jersey) Limited, a limited partnership existing under the laws of Jersey, with its registered office at 13-14, Esplanade, JE - JE1 1BD St Helier, Jersey, and registered with the Jersey Trade Register under the number 21755 (hereafter referred to as EBT);
2. Arnout Lijesen, residing at 4201, Grimes Ave. S., USA -55416 Edina, United States of America;
3. Albert Lenderink, residing at 2, Harderstraat, NL-7559 HK Hengelo, Netherlands;
4. Matthew Giesler, residing at 619 E, Cheval Drive, USA - SC 29708 Fort Mill, United States of America;
5. Hendrik Sluiters, residing at 1428 Barlow Ct., Palm Beach Gardens, FL 33410, United States of America;
6. Eelco A.W. Niermeijer (co-trustee), acting for The Niermeijer 2001 Family Trust dated 08/23/01, residing at 30900, Rancho Viejo Road, building c/o Verano & Verano, Suite 145, USA - CA 92675 San Juan Capistrano, United States of America;
7. Jeffrey Stuart Joyce, residing at 3415, Rosewood Lane N, USA - 55441 Plymouth, United States of America;
8. Thomas David Shiple, residing at 8, Church Street, GB -DN9 2HY Haxey, Doncaster, United Kingdom;
9. Christine B. Niermeijer-Paterson (co-trustee), acting for The Niermeijer 2001 Family Trust dated 08/23/01, residing at 30900, Rancho Viejo Road, Building c/o Vernao & Verano, Suite 145 USA - CA 92675 San Juan Capistrano, United States of America;
10. Joshua Gregg, residing at 1144, Katella Street, USA - CA 92651 Laguna Beach, United States of America;
11. Michael Nakonechny, residing at 1245, Cobblers Crossing, USA - IL 60120 Elgin, United States of America; and
12. Robbert Jan Steenks, residing at 215, De Kempenaerstraat, NL - NL 1051 DC Amsterdam, Netherlands;

The parties listed under items 1. to 12. above are each a Shareholder and are collectively referred to hereunder as the Shareholders

all hereby represented by Maître Pol Theisen, lawyer, professionally residing in Luxembourg, or any other lawyer or employee of Allen & Overy, société en commandite simple, by virtue of proxies given under private seal.

Said proxies, after having been initialled *ne varietur* by the proxyholder of the appearing parties and by the undersigned notary, shall remain attached to the present deed, and be submitted with this deed to the registration authorities.

The Shareholders, represented as stated above, acting through the proxyholder, have requested the undersigned notary to record the following:

I. that 17,665,845 (seventeen million six hundred sixty-five thousand eight hundred and forty-five) shares of the Company, having a nominal value of EUR 0.01 (one Eurocent) each, divided into:

10,890,573 (ten million eight hundred ninety thousand five hundred and seventy-three) ordinary shares;

10 (ten) class G shares;

10 (ten) class G1 shares; and

6,775,252 (six million seven hundred seventy-five thousand two hundred and fifty-two) class H shares,

representing a majority of all the shareholders of the Company holding 87.63% (eighty seven point sixty-three per cent.) of the subscribed share capital of the Company, which is set at EUR 201,601.71 (two hundred one thousand six hundred and one Euro and seventy-one Eurocents) and represented by 20,160,171 (twenty million one hundred sixty thousand one hundred and seventy-one) shares having a nominal value of EUR 0.01 (one Eurocent) each, are duly represented at the Meeting, which is thus regularly constituted and can validly resolve on all the items on the agenda;

II. that the following shareholders of the Company are absent from the present Meeting:

(a) Christopher La Mothe, residing at 7950, Spring Mill Road, USA - IN 46260, Indianapolis, United States of America;

(b) Colin Speedie, residing at 15314, Woodlawn Manor Court, USA - TA 77429 Cypress, United States of America;

(c) Joanne Patricia Martin, residing at 150, North Road, GB -SG14 2BZ Hertford, United Kingdom;

(d) Chan Hau Chong, residing at 20, Heston Walk, Oxley Park, GB - MK44JP Milton Keynes, United Kingdom;

(e) Hilario Maldonado Casillas, residing at 7416, S. 27th Avenue, USA - 85041 Phoenix, United States of America;

(f) Kevin Murphy, residing at 338, St Joseph Avenue, USA - CA 90814 Long Beach, United States of America;

(g) Michael Janssen, residing at 20345, Ellen Drive, USA - MI 48152 Livonia, United States of America; and

(h) Matthew White, residing at 1, Park Farm Byre, Kennington Road, GB - OX14 2JW Radley, Oxon, United Kingdom, representing 2,494,326 (two million four hundred ninety-four thousand three hundred and twenty-six) shares of the company (i.e. 12.37 % of the subscribed share capital of the Company);

III. that the agenda of the Meeting is worded as follows:

1. Reorganization of the share capital by (i) splitting the current 10 class G shares into two sub-classes G(a) and G(b), each with 5 shares and (ii) splitting the current 10 class G1 shares into two subclasses G1(a) and G1(b), each with 5 shares;

2. Subsequent amendment of article 7 of the Company's articles of association, in order to reflect the change mentioned in item 1 above;

3. Authorisations for the amendment of the share register of the Company; and

4. Miscellaneous.

IV. that the Shareholders, represented as stated above, acknowledge that a convening notice has been sent to all the shareholders of the Company (including those absent at the Meeting) on 20 August 2014;

V. that the Shareholders, represented as stated above, consider themselves as duly convened by the above mentioned convening notice and declare having perfect knowledge of the agenda, which has been communicated to them in advance;

VI. that the Meeting, after deliberation, unanimously (and thus in accordance with the majority requirements of article 199 of the Luxembourg law dated 10 August 1915 on commercial companies, as amended, and the Company's articles of association) passed the following resolutions:

First resolution

The Shareholders resolve to acknowledge, approve and authorise to reorganize the share capital of the Company by splitting the current 10 (ten) class G shares of the Company, having a nominal value of EUR 0.01 (one Eurocent) each, into 5 (five) sub-class G(a) shares and 5 (five) sub-class G(b) shares, having a nominal value of EUR 0.01 (one Eurocent) each (the Reorganization of G Shares).

The Shareholders further resolve to acknowledge, approve and authorise to reorganize the share capital of the Company by splitting the current 10 (ten) class G1 shares of the Company, having a nominal value of EUR 0.01 (one Eurocent) each, into 5 (five) sub-class G1(a) shares and 5 (five) sub-class G1(b) shares, having a nominal value of EUR 0.01 (one Eurocent) each (the Reorganization of G1 Shares, and together with the Reorganization of G Shares, referred to as the Reorganization of Shares).

Second resolution

The Shareholders resolve to amend the article 7.1.1 of the Company's articles of association in order to reflect the Reorganization of Shares, which shall now read as follows:

"The Company's corporate capital is fixed at EUR 201,601.71 (two hundred one thousand six hundred and one Euro and seventy-one Eurocents) represented by 20,160,171 (twenty million one hundred sixty thousand one hundred and seventy one) shares having a nominal value of EUR 0.01 (one Eurocent) each, divided as follows:

- (i) 11,063,189 (eleven million sixty-three thousand one hundred and eighty-nine) Ordinary shares;
- (ii) 9,096,962 (nine million ninety-six thousand nine hundred and sixty-two) Class H shares;
- (iii) 10 (ten) Class G shares divided into:
 - (a) 5 (five) class G(a) shares; and
 - (b) 5 (five) class G(b) shares;
- (iv) 10 (ten) G1 shares divided into:
 - (a) 5 (five) class G1(a) shares; and
 - (b) 5 (five) class G1(b) shares."

Third resolution

The Shareholders resolve to empower and authorise any lawyer or employee of Allen & Overy, société en commandite simple, and any manager of the Company, each one of them acting individually and on behalf of the Company, with full power of substitution in order (i) to register the Reorganization of Shares in the share register of the Company and to sign such share register, (ii) to accomplish the filing of the relevant documents regarding the Reorganization of Shares with the Luxembourg Trade and Companies Register, and (iii) to perform anything else which might be necessary, required, desired or useful for the accomplishment and implementation of the above resolutions.

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

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

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

Suit la version française du texte qui précède:

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

Par-devant Maître Jean-Paul Meyers, notaire de résidence à Rambrouch, Grand-Duché du Luxembourg,

S'est tenue

l'assemblée générale extraordinaire (l'Assemblée) des associés de Sterling Testing S.à r.l., une société à responsabilité limitée de droit luxembourgeois ayant son siège social au 121, avenue de la Faïencerie, L-1511 Luxembourg, avec un capital social de EUR 201.601,71 et enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 158005 (the Société).

ONT COMPARU:

1. Herculean Testing Group B.V. Employee Benefit Trust, agissant par son mandataire Appleby Trust (Jersey) Limited, un limited partnership existant selon les lois de Jersey, avec siège social à 13-14, Esplanade, JE - JE1 1BD St Helier, Jersey, et enregistré auprès du Jersey Trade Register sous le numéro 21755 (EBT);
2. Arnout Lijesen, résidant au 4201, Grimes Ave. S., USA -55416 Edina, États-Unis d'Amérique;
3. Albert Lenderink, résidant au 2, Harderstraat, NL-7559 HK Hengelo, Pays-Bas;
4. Matthew Giesler, résidant au 619 E, Cheval Drive, USA - SC 29708 Fort Mill, États-Unis d'Amérique;
5. Hendrik Sluiters, résidant au 1428 Barlow Ct., Palm Beach Gardens, FL 33410, États-Unis d'Amérique;
6. Eelco A.W. Niermeijer (co-trustee), acting for The Niermeijer 2001 Family Trust dated 08/23/01, résidant au 30900, Rancho Viejo Road, building c/o Verano & Verano, Suite 145, USA - CA 92675 San Juan Capistrano, États-Unis d'Amérique;
7. Matthew White, résidant au 1, Park Farm Byre, Kennington Road, GB - OX14 2JW Radley, Oxon, Royaume-Uni;
8. Jeffrey Stuart Joyce, résidant au 3415, Rosewood Lane N, USA - 55441 Plymouth, États-Unis d'Amérique;
9. Thomas David Shipley, résidant au 8, Church Street, GB -DN9 2HY Haxey, Doncaster, Royaume-Uni;
10. Christine B. Niermeijer-Paterson (co-trustee), acting for The Niermeijer 2001 Family Trust dated 08/23/01, résidant au 30900, Rancho Viejo Road, Building c/o Vernao & Verano, Suite 145 USA - CA 92675 San Juan Capistrano, États-Unis d'Amérique;

11. Joshua Gregg, résidant au 1144, Katella Street, USA - CA 92651 Laguna Beach, États-Unis d'Amérique; et

12. Michael Nakonechny, résidant au 1245, Cobblers Crossing, USA - IL 60120 Elgin, États-Unis d'Amérique,

Les associés énumérés aux points 1. à 12. ci-dessus sont chacun un Associé, et collectivement dénommés les Associés,

Tous les Associés sont représentés par Maître Pol Theisen, avocat, résidant professionnellement à Luxembourg, ou tout autre avocat ou employé d'Allen & Overy, société en commandite simple, en vertu de procurations données sous seing privé.

Lesdites procurations, après avoir été paraphées ne varietur par le mandataire des parties comparantes et le notaire soussigné, resteront annexées au présent acte pour être soumises avec celui-ci aux formalités de l'enregistrement.

Les Associés, représentés comme décrit ci-dessus, agissant par leur mandataire, demandent au notaire instrumentaire d'acter ce qui suit:

I. que 17.665.845 (dix-sept millions six cent soixante-cinq mille huit cent quarante-cinq) parts sociales de la Société, ayant une valeur nominale de 0,01 EUR (un centime d'Euro) chacune, divisées en:

(a) 10.890.573 (dix millions huit cent quatre-vingt-dix mille cinq cent soixante-treize) parts sociales ordinaires;

10 (dix) parts sociales de catégorie G;

10 (dix) parts sociales de catégorie G1; et

6.775.252 (six millions sept cent soixante-quinze mille deux cent cinquante-deux) parts sociales de catégorie H,

représentant la majorité de tous les associés de la Société détenant 87,63% (quatre-vingt-sept virgule soixante-trois pour cent) du capital social souscrit de la Société d'un montant total de 201.601.71 EUR (deux cent un mille six cent un Euros et soixante-et-onze centimes d'Euro) et représenté par 20.160.171 (vingt millions cent soixante mille cent soixante-et-onze) parts sociales ayant une valeur nominale de 0,01 EUR (un centime d'Euro) chacune, sont dûment représentés à l'Assemblée, qui se trouve dûment constituée et peut valablement délibérer sur tous les points de l'ordre du jour reproduit ci-dessus;

II. que les associés suivants de la Société sont absents à la présente Assemblée:

(a) Christopher La Mothe, résidant au 7950, Spring Mill Road, USA - IN 46260, Indianapolis, États-Unis d'Amérique;

(b) Colin Speedie, résidant au 15314, Woodlawn Manor Court, USA - TA 77429 Cypress, États-Unis d'Amérique;

(c) Joanne Patricia Martin, résidant au 150, North Road, GB -SG14 2BZ Hertford, Royaume-Uni;

(d) Chan Hau Chong, résidant au 20, Heston Walk, Oxley Park, GB - MK44JP Milton Keynes, Royaume-Uni;

(e) Hilario Maldonado Casillas résidant au 7416, S. 27th Avenue, USA - 85041 Phoenix, États-Unis d'Amérique;

(f) Kevin Murphy, résidant au 338, St Joseph Avenue, USA - CA 90814 Long Beach, États-Unis d'Amérique;

(g) Michael Janssen résidant au 20345, Ellen Drive, USA - MI 48152 Livonia, États-Unis d'Amérique; et

(h) Robbert Jan Steenks, résidant au 215, De Kempenaerstraat, NL - NL 1051 DC Amsterdam, Pays-Bas,

représentant 2.494.326 (deux millions quatre cent quatre-vingt-quatorze mille trois cent vingt-six) parts sociales de la Société (i.e. 12,37% du capital social souscrit de la Société);

III. que l'ordre du jour de l'Assemblée est libellé comme suit:

1. Réorganisation du capital social par voie de (i) division des 10 parts sociales actuelles de catégorie G en deux sous-catégories G(a) et G(b), chacune contenant 5 parts sociales et (ii) division des 10 parts sociales de catégorie G1 en deux sous-catégories G1(a) et G1(b), chacune contenant 5 parts sociales;

2. Modification de l'article 7 des statuts de la Société, afin de refléter les changements mentionnés au point 1 ci-dessus;

3. Autorisations de modifier le registre de parts sociales de la Société; et

4. Divers.

IV. que les Associés, représentés tel que décrit ci-avant, constatent qu'un avis de convocation a été envoyé à tous les associés de la Société (y compris ceux qui sont absents à la présente Assemblée) en date du 20 août 2014;

V. que les Associés, représentés tel que décrit ci-avant, se considèrent dûment convoqués par l'avis de convocation susmentionné et déclarent avoir parfaite connaissance de l'ordre du jour qui leur a été communiqué préalablement;

VI. que l'Assemblée, après délibération, a pris les résolutions suivantes à l'unanimité (en en conformité avec l'article 199 de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée, et les statuts de la Société):

Première résolution

L'Assemblée décide de constater, d'approuver et d'autoriser la réorganisation du capital social de la Société par voie de division des 10 (dix) parts sociales actuelles de catégorie G, ayant une valeur nominale de 0,01 EUR (un centime d'Euro) chacune, en 5 (cinq) parts sociales de sous-catégorie G(a) et en 5 (cinq) parts sociales de sous-catégorie G(b), ayant une valeur nominale de 0,01 EUR (un centime d'Euro) chacune (la Réorganisation des Parts Sociales G).

L'Assemblée décide en outre de constater, d'approuver et d'autoriser la réorganisation du capital social de la Société par voie de division des 10 (dix) parts sociales actuelles de catégorie G1, ayant une valeur nominale de 0,01 EUR (un centime d'Euro) chacune, en 5 (cinq) parts sociales de sous-catégorie G1(a) et en 5 (cinq) parts sociales de sous-catégorie G1(b), ayant une valeur nominale de 0,01 EUR (un centime d'Euro) chacune (la Réorganisation des Parts Sociales G1, et ensemble avec la Réorganisation des Parts Sociales G, la Réorganisation des Parts Sociales).

Deuxième résolution

L'Assemblée décide de modifier l'article 7.1.1 des statuts de la Société, afin de refléter la Réorganisation des Parts Sociales, qui doit dorénavant être lu comme suit:

"Le capital social souscrit de la Société est fixé à EUR 201.601,71 (deux cent un mille six cent un euro et soixante-et-onze centimes) représentés par 20.160.171 (vingt millions cent soixante mille cent soixante-et-onze) Parts Sociales ayant une valeur nominale de EUR 0.01 (un centime d'Euro) chacune, divisées en:

- (i) 11.063.189 (onze millions soixante-trois mille cent quatre-vingt-neuf) Parts Sociales ordinaires;
- (ii) 9.096.962 (neuf millions quatre-vingt-seize mille soixante-deux) Parts Sociales de Catégorie H;
- (iii) 10 (dix) Parts Sociales de Catégorie G divisés en:
 - (a) 5 (cinq) Parts Sociales de Catégorie G(a); et
 - (b) 5 (cinq) Parts Sociales de Catégorie G(b);
- (iv) 10 (dix) Parts Sociales de Catégorie G1 divisés en:
 - (a) 5 (cinq) Parts Sociales de Catégorie G1(a); et
 - (b) 5 (cinq) Parts Sociales de Catégorie G1(b)."

Troisième résolution

L'Assemblée décide de modifier le registre des parts sociales de la Société afin de refléter les changements intervenus ci-dessus et donne par la présente pouvoir et autorité à tout gérant de la Société et à tout avocat ou employé de Allen & Overy, société en commandite simple, avec plein pouvoir de substitution, chacun d'eux agissant individuellement et dans l'intérêt de la Société, de procéder (i) à l'enregistrement de la Réorganisation des Parts Sociales dans le registre de parts sociales de la Société et de pourvoir aux formalités y relatives, (ii) à l'accomplissement du dépôt des documents pertinents concernant la Réorganisation des Parts Sociales dans le registre de commerce et des sociétés du Luxembourg, et (iii) de procéder à toute autre formalité nécessaire, exigée, désirée ou utile à l'accomplissement et à la mise en oeuvre des résolutions ci-dessus.

Le notaire soussigné qui comprend et parle l'anglais, déclare qu'à la requête des parties comparantes, le présent acte est établi en anglais, suivi d'une version française. A la requête de ces mêmes parties comparantes, et en cas de divergences entre la version anglaise et française, la version anglaise prévaudra.

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

Et après lecture faite et interprétation donnée au mandataire des parties comparantes, ledit mandataire a signé le présent acte original avec nous, le notaire.

Signé: Theisen, Jean-Paul Meyers.

Enregistré à Redange/Attert, le 08 septembre 2014. Relation: RED/2014/1984. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Kirsch.

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

Rambrouch, le 15 septembre 2014.

Jean-Paul MEYERS.

Référence de publication: 2014143721/231.

(140163149) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 septembre 2014.

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

Siège social: L-3321 Berchem, 48, rue Hans Adam.

R.C.S. Luxembourg B 67.016.

Le gérant administratif, M. FAUZZI Rocco, demeurant à L-3321 BERCHEM, 48 rue Hans Adam déclare que:

- Mme MICUCCI Lucrezia, demeurant L-3321 BERCHEM, 56, Rue Adam cède et transporte sous les garanties ordinaires et de droit 49 parts sociales lui appartenant dans la société à: M. FAUZZI Rocco.

Suivant cette cession de part, les parts sont actuellement réparties comme suit:

Monsieur FAUZZI ROCCO	80 parts
Madame NATILE GRAZIANA	20 parts
	<u>100 parts</u>

- La société est valablement engagée avec la signature seule du gérant administratif: M. FAUZZI Rocco.

Fait à BERCHEM, en date du 14.10.2014.

M. FAUZZI Rocco

Le gérant

Référence de publication: 2014147400/18.

(140167673) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 septembre 2014.

ICG Senior Debt Partners Fund, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-5826 Hesperange, 33, rue de Gasperich.
R.C.S. Luxembourg B 174.964.

In the year two thousand and fourteen, on the twentieth day of the month of August,
Before Us Maître Henri Hellinckx, notary residing in Luxembourg, Grand Duchy of Luxembourg,
was held

an extraordinary general meeting of shareholders (the "Meeting") of ICG Senior Debt Partners Fund, S.C.A., SICAV-SIF, a société en commandite par actions qualifiée de société d'investissement à capital variable having its registered office at 33, rue de Gasperich, L-5826 Hesperange, Grand Duchy of Luxembourg, registered with the Trade and Companies Registry of Luxembourg under number B 174.964 (the "Fund").

The Fund was incorporated under Luxembourg law by a deed of Maître Henri Hellinckx, prenamed, on 22 January 2013, published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial") number 398 on 19 February 2013.

The Meeting was opened at 2.00 p.m. by Mrs Gwendoline Boone, private employee, professionally residing in Hesperange, in the chair (the "Chairman").

The Chairman appointed as secretary Mrs Agathe Kahn, private employee, professionally residing in Hesperange.

The Meeting elected as scrutineer Mrs Flore Sendegeya, private employee, professionally residing in Hesperange.

The board of the Meeting (the "Bureau") having thus been constituted, the Chairman declared and requested the notary to record that:

I. The present Meeting has been convened by notices published in the Mémorial, C, in the d'Wort and in the Tageblatt on July 16, 2014 and on August 1st, 2014 and were sent to the shareholders of the Company on July 16, 2014.

II. The agenda of the Meeting is the following:

Agenda

1. Amendment and insertion of the following definitions in the list of definitions of the articles of incorporation of the Fund (the "Articles") so as to read as follows:

- "AIFM" "means a person appointed as the Alternative Investment Fund Manager for the Fund";
- "AIFM Law" "means the Law of 12 July 2013 on alternative investment fund managers";
- "Alternative Investment Fund Manager" "means an alternative investment fund manager within the meaning of the AIFM Law";
- "Business Day" "means, (save to the extent otherwise defined) a day, other than a Saturday or Sunday, on which (i) the Target 2 System (as defined in the By-Laws) is open for settlement of payments in euro and (ii) a day, other than a Saturday or Sunday, on which banks are open for business in London and Luxembourg";
- "Depositary" "has the meaning assigned thereto in Article 21 (Depositary)";
- "ICG Group" "means Intermediate Capital Group plc and its affiliates";
- "ICG Person" "means the AIFM, the Investment Adviser and any of their directors, officers and employees";
- "Information Means" "has the meaning assigned thereto in Article 30 (Investor's information)";
- "Investor" "means a prospective investor or a Shareholder";
- "Non-Participating FFI" "means a Shareholder that is a "foreign financial institution" for purposes of FATCA and that, unless deemed compliant or exempted, has not entered into a reporting and withholding agreement with the U.S. Internal Revenue Service in connection with FATCA";
- "Preferential Treatment" "has the meaning assigned thereto in Article 29 (Preferential Treatment of Investors)";

2. Removal of the definitions of the following terms in the list of definitions of the Articles: "Carried Interest Share Call Notice", "Carried Interest Shareholder Purchase Option", "Carried Interest Share Purchase Price", "Carried Interest Shareholder Redemption Price", "Custodian" and "Moody's";

3. Correction of a clerical error in the first sentence of Article 5 of the Articles so as to refer to "Fund Assets" instead of "Fund's Assets";

4. Amendment of paragraph (g) of Article 8 of the Articles in order to add a reference to the AIFM with respect to the Shareholder's consent to indemnify inter alia the AIFM for breach of any of the Shareholder's representations or warranties in the Subscription Agreement, so as to read as follows:

"Each Shareholder is required to execute a subscription agreement (the "Subscription Agreement") pursuant to which each Shareholder (i) commits irrevocably to make all subscriptions and payments expected from them in accordance with the terms of the Subscription Agreement, the Prospectus and these Articles and (ii) agrees to indemnify the General Partner and the Investment Adviser and/or the AIFM for breach of any of its representations or warranties in the Sub-

scription Agreement. Each Shareholder declares that it is bound by the terms and conditions of the Prospectus, these Articles and its Subscription Agreement, as each may be amended from time to time.”;

5. Amendment of paragraph (f) of Article 9.3.5 of the Articles in order to add a reference to the AIFM therein, so as to read as follows:

“such Transfer would not cause the Fund, any Portfolio Investment, the AIFM, the Investment Adviser, the General Partner or any of their respective Affiliates, as reasonably determined by the General Partner, to be in breach, or otherwise adversely affected as a result of the provisions of, any applicable law, regulation or rule (as in effect on the date of the Transfer or as may be in effect at any time in the future); and”;

6. Amendment of paragraph (v) of Article 9.3.7. of the Articles regarding the rights of the General Partner to exercise the Purchase Option in certain circumstances so as to read as follows:

“Without prejudice to the rights of the General Partner under article 9.1 (Compulsory Redemption of Shares) of the By-Laws the General Partner shall have the right to exercise the Purchase Option if the General Partner determines at any time that (i) a U.S. holder of a Rule 144A Share is not a QIB/QP or (ii) a Shareholder has made or been deemed to have made an ERISA related representation that is false or misleading or whose beneficial ownership of such Shares causes a violation of the 25 per cent. limitation or (iii) a Shareholder ceases to be or is found not to be a Well-Informed Investor or (iv) a Shareholder is a Recalcitrant Shareholder, is a Non-Participating FFI or otherwise prevents the Fund or the relevant Compartment(s) from qualifying as, or complying with any obligations imposed on, a “Participating FFI” within the meaning of U.S. Treasury Regulation Section 1.1471-1(85) or a “deemedcompliant FFI” within the meaning of U.S. Treasury Regulation Section 1.1471-5(f) or (v) if the Shareholder is a Defaulting Shareholder and the related default is not remedied in full within five Business Days from the date on which the related Default Letter was sent (including for the avoidance of doubt, the payment of the defaulted amounts plus Default Interest thereon) or (vi) if the Shareholder is a Fully Excused Shareholder or (vii) the Shareholder has failed to provide information to the General Partner in order for the General Partner to be able to comply with any tax requirement whether statutory or otherwise or to permit any payment to be made without any withholding deduction (any such person, a “Non-Permitted Holder”)”;

7. Amendment of the reference to “Custodian” in the first sentence of paragraph (vii) of Article 9.3.7 of the Articles so as to refer to “Depositary”;

8. Amendment of the last sentence of paragraph (x) of Article 9.3.7 of the Articles in order to add a reference to the AIFM, so as to read as follows:

“The Fund, the General Partner, the AIFM and the Investment Adviser shall not be liable to any Person having an interest in the Shares redeemed or purchased as a result of any such redemption or purchase.”;

9. Removal of Article 9.3.8. of the Articles regarding the forced transfer of Carried Interest Shares;

10. Amendment of the reference to “Custodian” in sub-paragraph (ii) of paragraph (5) of Article 12 of the Articles so as to refer to “Depositary” in such subparagraph;

11. Amendment of the last sentence of sub-paragraph (iv) of paragraph (5) of Article 12 of the Articles so as to add a reference to the AIFM in order to read as follows:

“The Fund, the General Partner, the AIFM and the Investment Adviser shall not be liable to any Person having an interest in the Shares redeemed or purchased as a result of any such redemption or purchase.”;

12. Amendment of the reference to “Custodian” in sub-paragraph (vi) of paragraph (5) of Article 12 of the Articles so as to refer to “Depositary” in such paragraph;

13. Amendment of paragraph (b) of Article 13 of the Articles regarding excused shareholders and fully excused shareholders so as to read as follows:

“Any such notice from an Ordinary Shareholder to the General Partner shall be accompanied by a certificate of an authorised senior officer of the Ordinary Shareholder concerned to the effect of the foregoing sentences, and either contemporaneously or within three further Business Days by an opinion of counsel or other legal adviser, which counsel and form of opinion shall be reasonably acceptable to the General Partner to the effect that the Ordinary Shareholder is unable to participate in the proposed Portfolio Investment for the reasons referred to in paragraph (a) above and stating in detail the grounds for such conclusion. The above request for the notice to be accompanied by an opinion of counsel or other legal adviser may be waived by the General Partner in its own discretion.”;

14. Amendment of the reference to “Custodian” in the fourth paragraph of Article 14 of the Articles so as to refer to “Depositary” in such paragraph;

15. Amendment of the first paragraph of Article 16 of the Articles relating to the General Partner of the Fund so as to read as follows:

“The general partner, ICG Senior Debt Partners (the “General Partner”), is responsible for the management, the administration and the marketing of the Fund.”;

16. Amendment of the first sentence of the fourth paragraph of Article 16 of the Articles in order to add a reference to the AIFM so as to read as follows:

“In the event of legal incapacity, liquidation or other permanent situation preventing the General Partner from acting as General Partner of the Fund, the Fund will not be dissolved and liquidated automatically, provided that an administrator, (who may, but need not, be a Shareholder of the Fund), is appointed by the AIFM or the Investment Adviser to carry out

the necessary administration of the Fund, until a general meeting of Shareholders is held, which such administrator will convene within 10 days of its appointment.”;

17. Amendment of paragraph (b) of Article 17 of the Articles to introduce a provision dealing with the appointment of an alternative investment fund manager so as to read as follows:

“(b) The General Partner may, in its sole discretion, enter into, terminate or approve any modifications or amendments of, any service, advisory, management or other agreement entered into in the name and on behalf of the Fund, including without limitation any agreement concerning the appointment of an Alternative Investment Fund Manager.”;

18. Amendment of sub-paragraph (i) “Covered Person” of paragraph (a) of Article 19 of the Articles in order to add references to the AIFM so as to read as follows:

“Covered Person” shall mean the General Partner, the AIFM, the Investment Adviser and each of their respective Affiliates; each of the current and former shareholders, officers, directors, employees, partners, members, managers and agents of any of the General Partner, the AIFM, the Investment Adviser and each of their respective Affiliates; and any other person designated by the General Partner as a Covered Person who serves at the request of the General Partner on behalf of the Fund as an officer, director, employee, partner, member or agent of any other person that is an Affiliate of the General Partner or the Fund.”;

19. Amendment of paragraphs (a) and (b) of Article 20 of the Articles relating to conflicts of interest provisions in order to add references to the AIFM, so as to read as follows:

“(a) No contract or other transaction between the Fund and any other entity shall be affected or invalidated by the fact that the General Partner, the AIFM, the Investment Adviser or any other director or officer of the General Partner, the AIFM or the Investment Adviser is interested in, or is a director, associate, officer, shareholder, partner, member or employee of such other entity.

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

20. Amendment of Article 21 of the Articles and introduction of Articles 29 and 30 of the Articles in order to comply with the requirements of the AIFM Law so as to read as follows:

Art. 21. Depositary. The Fund will enter into a depositary and paying agent agreement with a Luxembourg entity (the “Depositary”) which meets the requirements of the Luxembourg laws including in particular the 2007 Law and the AIFM Law.

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

The General Partner is authorised to grant the Depositary a discharge of its liability, except to the extent that such discharge is prohibited by any applicable laws and regulations. The General Partner is additionally and specifically authorised to discharge the Depositary of its liability in circumstances where the law of a third country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in point (d)(ii) of the second paragraph of Article 19(11) of the AIFM Law.

Information regarding any discharge by the Depositary of its liability, as well as any material change to this information, may be disclosed or made available to Investors in, via and/or at any of the Information Means listed in Article 30 of these Articles; it being understood that availability or disclosure of any information regarding discharge by the Depositary of its liability may be restricted to the fullest extent authorised by applicable laws and regulations.”

Art. 29. Preferential treatment of Investors. Any Investor may be accorded a Preferential Treatment, or a right to obtain a Preferential Treatment subject to, and in compliance with the conditions set forth in, applicable laws and regulations.

A Preferential Treatment may consist of (i) the diminution or removal of any applicable fees, (ii) the partial or total reimbursement or rebate of certain fees and/or charges, (iii) preferential terms applicable to any subscription, redemption or transfer of shares, (iv) the ability to avoid investment in, or exposure to, certain assets, liabilities or counterparties, (v) access to, or increased transparency of, information related to certain aspects of the Fund’s portfolio or of the Fund’s or its AIFM’s management or activities (whether past, present and/or future) in general, (vi) preferential terms in relation to any distribution (whether of dividends, carried interests, liquidation proceeds or of any other amount that may be distributed by the Fund to Investors), (vii) certain preferential terms and rights (including veto) in relation to the appointment or removal of members of any advisory committee created in respect of a Compartment, (ix) a right to veto, to postpone or to provide other rights in respect of certain decisions or resolutions, (x) a “most favoured nation” (or similar) right, or (xi) any other advantage, benefit or privilege that is not inconsistent with these Articles or with applicable laws and regulations and that may be determined from time to time by, and in the discretion of, the Fund and/or the AIFM.

A Preferential Treatment may be accorded on the basis (i) of the size, nature, timing or any feature of the investment in, or of any commitment taken vis-à-vis, the Fund and to the extent relevant any other investment vehicle sponsored or managed by any member of ICG Group, (ii) of the type, category, nature, specificity or any feature of the Investor or

Investors, (iii) of the involvement in, or participation to, the Fund's or its AIFM's management or activities (whether past, present and/or future) in general, or (iv) of any other criteria, element or feature that is not inconsistent with these Articles or with applicable laws and regulations and that may be determined from time to time by, and in the discretion of, the Fund and/or its AIFM.

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

Unless otherwise provided to the contrary or required by applicable laws or regulations, the existence or introduction of a Preferential Treatment or the fact that one or more Investors have been accorded a Preferential Treatment does not create a right in favour of any other Investor to claim for its benefit such a Preferential Treatment, even if, in relation to this Investor, all the criteria and features on which is based the relevant Preferential Treatment are met.

Whenever the AIFM grants a Preferential Treatment to an Investor, a description of that Preferential Treatment, the type of Investors who obtain such preferential treatment and, where relevant, their legal or economic links with the Fund or its AIFM, as well as any material change to this information, may be disclosed or made available to Investors in, via and/or at any of the Information Means listed in Article 30 of these Articles; it being understood that availability or disclosure of any information regarding Preferential Treatment may be restricted to the largest extent authorised by applicable laws and regulations."

" Art. 30. Investor's information. Any information or document that the Fund or its AIFM must or wishes to disclose or be made available to some or all of the Investors shall be validly disclosed or made available to any of the concerned Investors in, via and/or at any of the following Information Means: (i) the Fund's Prospectus, offering or marketing documentation, (ii) subscription or transfer form, (iii) any statement or confirmation in any other form sent to the relevant Investors, (iv) letter, teletype, e-mail or any type of notice or message (including verbal notice or message), (v) publication in the (electronic or printed) press, (vi) the Fund's periodic reports, (vii) the Fund's, AIFM's or any third party's registered office, (viii) a third-party, (ix) internet/a website (as the case may be subject to password or other limitations) and (x) any other means or medium to be freely determined from time to time by the Fund or its AIFM to the extent that such means or medium comply and remain consistent with these Articles and applicable Luxembourg laws and regulations.

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

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

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

21. Amendment of the third paragraph of Article 27 of the Articles regarding taxation of payments made to Shareholders so as to read as follows:

"All dividend payments and repayments of share capital made under the Shares shall be made free and clear of, and without any withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Luxembourg or any other jurisdiction, or any political subdivision or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law or an agreement entered into with a taxing authority. For the avoidance of doubt, the Fund shall not be required to gross up any payments made to the Shareholder and shall withhold or deduct from any such payments any amounts for or on account of tax where so required by law or an agreement entered into with a taxing authority";

22. Adaptation of the cross references in Articles 3 and 9.2 of the Articles and adaptation of the numbering of Articles 31 to 33 of the Articles as a consequence of the inclusion of Articles 29 and 30 of the Articles.

III. The shareholders of the Company are represented pursuant to duly executed proxies and the number of shares held by each of them are shown on the attendance list, signed by the Chairman, the secretary, the scrutineer and the undersigned notary.

This list as well as the proxies signed ne varietur by the members of the Bureau will be annexed to this document to be filed with the registration authorities.

IV.- As it appears from the attendance list, 17,675,908,258 ordinary shares and the one management share are represented at the present meeting.

The Chairman informs the meeting that a first extraordinary general meeting had been convened with the same agenda as the agenda of the present meeting indicated hereabove, for the 7th July 2014 and that the quorum requirements for voting the items of the agenda had not been attained.

In accordance with article 67-1 of the law of August 10th, 1915 on commercial companies, the present meeting may thus deliberate validly no matter how many shares are present or represented.

After the foregoing was approved by the meeting, the meeting took the following resolutions by unanimous vote

First resolution

The Meeting resolved and approved the amendment and insertion of the definitions in the list of definitions of the Articles, as detailed in item 1. of the Agenda.

Second resolution

The Meeting resolved and approved the removal of the terms in the list of definitions of the Articles as detailed in item 2. of the Agenda.

Third resolution

The Meeting resolved and approved the correction of a clerical error in the first sentence of Article 5 of the Articles as detailed in item 3. of the Agenda.

Fourth resolution

The Meeting resolved and approved the amendment of paragraph (g) of Article 8 of the Articles as detailed in item 4. of the Agenda.

Fifth resolution

The Meeting resolved and approved the amendment of paragraph (f) of Article 9.3.5. of the Articles as detailed in item 5. of the Agenda.

Sixth resolution

The Meeting resolved and approved the amendment of paragraph (v) of Article 9.3.7. of the Articles as detailed in item 6. of the Agenda.

Seventh resolution

The Meeting resolved and approved the amendment of the reference to “Custodian” in the first sentence of paragraph (vii) of Article 9.3.7 of the Articles so as to refer to “Depositary” as detailed in item 7. of the Agenda.

Eighth resolution

The Meeting resolved and approved the amendment of the last sentence of paragraph (x) of Article 9.3.7 of the Articles as detailed in item 8. of the Agenda.

Ninth resolution

The Meeting resolved and approved the removal of Article 9.3.8 of the Articles regarding the forced transfer of Carried Interest Shares as detailed in item 9. of the Agenda.

Tenth resolution

The Meeting resolved and approved the amendment of the reference to “Custodian” in sub- paragraph (ii) of paragraph (5) of Article 12 of the Articles so as to refer to “Depositary” in such sub-paragraph as detailed in item 10. of the Agenda.

Eleventh resolution

The Meeting resolved and approved the amendment of sub-paragraph (iv) of paragraph (5) of Article 12 of the Articles as detailed in item 11. of the Agenda.

Twelfth resolution

The Meeting resolved and approved the amendment of the reference to “Custodian” in sub- paragraph (vi) of paragraph (5) of Article 12 of the Articles so as to refer to “Depositary” in such sub-paragraph as detailed in item 12. of the Agenda.

Thirteenth resolution

The Meeting resolved and approved the amendment of paragraph (b) of Article 13 of the Articles as detailed in item 13. of the Agenda.

Fourteenth resolution

The Meeting resolved and approved the amendment of the reference to “Custodian” in the fourth paragraph of Article 14 of the Articles so as to refer to “Depositary” in such paragraph as detailed in item 14. of the Agenda.

Fifteenth resolution

The Meeting resolved and approved the amendment of the first paragraph of Article 16 of the Articles as detailed in item 15. of the Agenda.

Sixteenth resolution

The Meeting resolved and approved the amendment of the first sentence of the fourth paragraph of Article 16 of the Articles as detailed in item 16. of the Agenda.

Seventeenth resolution

The Meeting resolved and approved the amendment of paragraph (b) of Article 17 of the Articles as detailed in item 17. of the Agenda.

Eighteenth resolution

The Meeting resolved and approved the amendment of sub-paragraph (i) "Covered Person" of paragraph (a) of Article 19 of the Articles as detailed in item 18. of the Agenda.

Nineteenth resolution

The Meeting resolved and approved the amendment of paragraphs (a) and (b) of Article 20 of the Articles as detailed in item 19. of the Agenda.

Twentieth resolution

The Meeting resolved and approved the amendment of Article 21 of the Articles and introduction of Articles 29 and 30 of the Articles as detailed in item 20. of the Agenda.

Twenty First resolution

The Meeting resolved and approved the amendment of the third paragraph of Article 27 of the Articles as detailed in item 21. of the Agenda.

Twenty Second resolution

The Meeting resolved and approved the adaptation of the cross references in Articles 3 and 9.2 of the Articles and the adaptation of the numbering of Articles 31 to 33 of the Articles as a consequence of the inclusion of Articles 29 and 30 of the Articles as detailed in item 22. of the Agenda.

As a consequence of the foregoing resolutions the meeting resolves to restate the articles of incorporation as follows:

Definitions

Affiliate or Affiliated	means with respect to a Person (the "Relevant Person") (a) any other Person who, directly or indirectly, is in control of, or controlled by, or is under common control with, the Relevant Person or (b) any other Person who is a director, officer or employee of or who, directly or indirectly, manages (i) the Relevant Person or (ii) any Person described in (a) above. For the purposes of this definition, control of a Person shall mean the power, direct or indirect, (A) to vote more than 50 per cent. of the securities having ordinary voting power for the election of directors of such Person or (B) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.
AIFM	means a person appointed as the Alternative Investment Fund Manager for the Fund.
AIFM Law	means the Law of 12 July 2013 on alternative investment fund managers.
Alternative Investment Fund Manager	means an alternative investment fund manager within the meaning of the AIFM Law.
Approved Restriction	means, in relation to an Excused Shareholder, an investment policy or investment restriction applicable to that Shareholder which the General Partner has agreed in writing should be accepted as a ground for excusal of that Shareholder pursuant to Article 13 (Excused Shareholders and Fully Excused Shareholders).
Articles	means the present articles of incorporation of the Fund.
Business Day	means, (save to the extent otherwise defined) a day, other than a Saturday or Sunday, on which (i) the Target 2 System (as defined in the By-Laws) is open for settlement of payments in euro and (ii) a day, other than a Saturday or Sunday, on which banks are open for business in London and Luxembourg.
By-Laws	means the By-Laws as included in the Prospectus of the Fund.
Call Notice	has the meaning assigned thereto in Article 9.3.7 (Forced Transfer of Certain Shares - Purchase Option).

Central Administration Agent	BNP Paribas Securities Services, a société en commandite par actions (S.C.A) incorporated under the laws of France, registered with the Registre du Commerce et des Sociétés of Paris under number 552 108 011, whose registered office is at 3, Rue d'Antin - 75002 Paris, France and acting through its Luxembourg branch whose office is at 33, rue de Gasperich, L-5826 Hesperange and registered with the Luxembourg Register of Commerce and Companies under number B 86862.
Claims	has the meaning assigned thereto in Article 19(a) (Indemnification).
Class	has the meaning assigned thereto in article 2 (The Fund) of the By-Laws and Article 7(b) (Share Capital).
Commitment(s)	has the meaning assigned thereto in Article 10 (Issuance of Shares).
Compartment	has the meaning assigned thereto in Article 7(c) (Share Capital).
Covered Person	has the meaning assigned thereto in Article 19(a) (Indemnification).
CSSF	has the meaning assigned thereto in Article 9.2 (Transfer of the Management Share (s)).
Damages	has the meaning assigned thereto in Article 19(a) (Indemnification).
Default Interest	has the meaning assigned thereto in Article 12.2 (Late and Default of Payment).
Default Letter	has the meaning assigned thereto in Article 12 (Late and Default of Payment).
Defaulting Shareholder	has the meaning assigned thereto in article 8.8 of the By-Laws (Late or Default of Payment).
Defaulting Shareholder	has the meaning assigned thereto in Article 12(5)(iv) (Late and Default of Payment).
Purchase Price	
Defaulting Shareholder	has the meaning assigned thereto in Article 12(5)(iv) (Late and Default of Payment).
Redemption Price	
Defaulting Shareholder's Shares	has the meaning assigned thereto in Article 12.4(a) (Late and Default of Payment).
Depository	has the meaning assigned thereto in Article 21 (Depository).
Disabling Conduct	has the meaning assigned thereto in Article 19(a) (Indemnification).
Disposal	has the meaning assigned thereto in Article 9.3.2 (Transfer of Ordinary Shares belonging to VAG Shareholders).
Eligible Transferee	has the meaning assigned thereto in Article 9.3.2(b) (Transfer of Ordinary Shares belonging to VAG Shareholders).
Excused Shareholder	means a Shareholder whose request to be excluded from a proposed Portfolio Investment under article 8.9 (Excused Shareholder and Fully Excused Shareholder) of the By-Laws and Article 13 (Excused Shareholders and Fully Excused Shareholders) has been granted.
Excused Shareholder's Right	has the meaning assigned thereto in article 3.6 of the By-Laws.
FATCA	means Sections 1471 through 1474 of the U.S. Internal Revenue Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the U.S. Internal Revenue Code, any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the U.S. Internal Revenue Code, or any analogous provisions of any non-U.S. law.
First Closing Date	has the meaning ascribed to it in the By-Laws.
Forced Sale Price	has the meaning assigned thereto in Article 12(5)(iii) (Late and Default of Payment).
Fully Excused Shareholder	has the meaning ascribed to it in Article 13(f) (Excused Shareholders and Fully Excused Shareholders).
Fund	means ICG Senior Debt Partners Fund, a Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé in the form of a Société en Commandite par Actions, governed by the 2007 Law.
Fund Assets	means all of the Portfolio Investments, cash and other assets of the Fund.
General Partner	has the meaning assigned thereto in Article 16 (General Partner).
ICG Group	means Intermediate Capital Group plc and its affiliates.
ICG Person	means the AIFM, the Investment Adviser and any of their directors, officers and employees.
Information Means	has the meaning assigned thereto in Article 30 (Investor's information).
Investment Adviser	means Intermediate Capital Management Limited, a company incorporated under the laws of England and Wales.
Investor	means a prospective investor or a Shareholder.

Latest Available Net Asset Value	has the meaning assigned thereto in Article 11 (Compulsory Redemption of Shares).
Management Share(s)	has the meaning assigned thereto in Article 7(b) (Share Capital).
Net Asset Value	has the meaning assigned thereto in Article 14 (Calculation of the Net Asset Value).
Non-Participating FFI	means a Shareholder that is a "foreign financial institution" for purposes of FATCA and that, unless deemed compliant or exempted, has not entered into a reporting and withholding agreement with the U.S. Internal Revenue Service in connection with FATCA.
Non-Permitted Holder	has the meaning assigned thereto in Article 9.3.7 (Forced Transfer of Certain Shares - Purchase Option).
Ordinary Shareholder	means a holder of one or more Ordinary Shares.
Ordinary Shares	has the meaning assigned thereto in Article 7(b) (Share Capital).
Payment Date	has the meaning assigned thereto in Article 12 (Late and Default of Payment).
Person	means any individual or entity, including any body corporate, partnership, limited partnership, limited liability partnership, association, limited company, open-ended investment company, joint-stock company, trust, unit trust, unincorporated association, government or governmental agency or authority.
Portfolio Investment	has the meaning ascribed to it in the By-Laws.
Preferential Treatment	has the meaning assigned thereto in Article 29 (Preferential Treatment of Investors).
Proceeding	has the meaning assigned thereto in Article 19(a) (Indemnification).
Proposed Transfer	has the meaning assigned thereto in Article 9.3.1(a) (Notice of the Transfer).
Prospectus	means the prospectus of the Fund.
Purchase Option	has the meaning assigned thereto in Article 9.3.7 (Forced Transfer of Certain Shares - Purchase Option).
Purchase Price	has the meaning assigned thereto in Article 9.3.7 (Forced Transfer of Certain Shares - Purchase Option).
QIB	means a Person who is a qualified institutional buyer as defined in Rule 144A.
QIB/QP	means a Person who is both a QIB and a QP.
QP	means a Person who is a qualified purchaser as defined in Section 2(a)(51) of the Investment Company Act.
Recalcitrant Shareholder	means a Shareholder or beneficial owner of Shares that fails to provide information requested by or on behalf of the Fund or an intermediary pursuant to FATCA or, if applicable, that fails to provide a waiver of law prohibiting the disclosure of such information to a taxing authority.
Redemption Price	has the meaning assigned thereto in Article 9.3.7(x) (Forced Transfer of Certain Shares - Purchase Option).
Register	has the meaning assigned thereto in Article 8(b) (Shares).
Registrar and Central Administration Agent	means BNP Paribas Securities Services, a société en commandite par actions (S.C.A) incorporated under the laws of France, registered with the Registre du Commerce et des Sociétés of Paris under number 552 108 011, whose registered office is at 3, Rue d'Antin - 75002 Paris, France and acting through its Luxembourg branch whose office is at 33, rue de Gasperich, L-5826 Hesperange and registered with the Luxembourg Register of Commerce and Companies under number B 86862.
Regulation S	means Regulation S under the Securities Act.
Regulation S Shares	means the Ordinary Shares offered for sale to non U.S. Persons outside of the United States in reliance on Regulation S identified as such in the Register.
Rule 144A	means Rule 144A of the Securities Act.
Rule 144A Shares	means Ordinary Shares offered for sale within the United States or to U.S. Persons in reliance on Rule 144A identified as such in the Register.
Series	has the meaning assigned thereto in Article 7(b) (Share Capital).
Shareholders	has the meaning assigned thereto in Article 4 (Purpose).
Shares	has the meaning assigned thereto in Article 7(a) (Share Capital).
Subscription Agreement	has the meaning assigned thereto in Article 8(g) (Shares).
Successor General Partner	has the meaning assigned thereto in Article 16 (General Partner).
Term	has the meaning assigned thereto in Article 3 (Term of the Fund).
Transfer	has the meaning assigned thereto in Article 9.1(a) (Transferability).
Transfer Certificate	has the meaning assigned thereto in Article 9 (Transfer of Shares).
Transfer Notice	has the meaning assigned thereto in Article 9.3.1(a) (Notice of the Transfer).

Transfer Price	has the meaning assigned thereto in Article 12(5)(i) (Late and Default of Payment).
Transferred Shares	has the meaning assigned thereto in Article 9.3.1(b) (Notice of the Transfer).
Undrawn Commitment	has the meaning assigned thereto in Article 9.3.5(a) (Miscellaneous).
VAG	has the meaning assigned thereto in Article 9.3.2(a) (Transfer of Ordinary Shares belonging to VAG Shareholders).
VAG Shareholder	has the meaning assigned thereto in Article 9.3.2(a) (Transfer of Ordinary Shares belonging to VAG Shareholders).
Valuation Date	means the day on which the net asset value of the Ordinary Shares is calculated pursuant to the Prospectus.
Well-Informed Investor	has the meaning assigned thereto in Article 8(a) (Shares).
1915 Law	has the meaning assigned thereto in Article 1 (Name).
2007 Law	has the meaning assigned thereto in Article 1 (Name).

Art. 1. Name. A company in the form of a société en commandite par actions (S.C.A.) qualifying as a Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé under the name of "ICG Senior Debt Partners Fund" (the "Fund") is hereby established among the subscribers mentioned in the recitals and future Shareholders of the Fund.

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

Art. 2. Registered Office. The registered office of the Fund is established in the municipality of Luxembourg, Grand Duchy of Luxembourg. Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or in any other location by a decision of the General Partner. The registered office may be transferred within the same municipality by a simple resolution of the General Partner. The General Partner may transfer the registered office to any other place in the Grand Duchy of Luxembourg subject to the rules governing changes to these Articles.

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

Art. 3. Term of the Fund. The term of the Fund (the "Term") is ten (10) years from the First Closing Date (as defined in the prospectus of the Fund (the "Prospectus")) provided that the term of the Fund may be extended by the Shareholders acting by a resolution of the Shareholders in accordance with Article 28 (Amendments to the Articles of Incorporation). At the expiry of the Term, the Fund will be liquidated by the General Partner without Shareholder approval in accordance with Article 31 (Dissolution of the Fund).

Art. 4. Purpose. The purpose of the Fund is to invest indirectly the funds available to the Fund in securities, in particular in corporates via debt instruments of any kind and other permitted assets as further described in the Prospectus with the purpose of spreading investment risks and affording its shareholders (the "Shareholders") the results of the management of its portfolio.

The Fund may contract any form of borrowings including the issuance of bonds, debentures and any other debt instruments in accordance with these Articles and the restrictions of the Prospectus.

The Fund may also grant any type of security interest over its assets in respect of any hedging transactions completed by the Fund to cover fluctuations or currency exchanges and market interest rates in accordance with these Articles and the restrictions of the Prospectus.

Furthermore, the Fund may take any measures and carry out any transactions which it may deem useful for the fulfilment and development of its purpose to the fullest extent permitted under the 2007 Law.

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

The holders of Ordinary Shares shall refrain from acting on behalf of the Fund in any manner or capacity other than by exercising their rights as Shareholders in general meetings and shall only be liable to the extent of their contributions to the Fund.

Art. 6. Determination of the Investment Objectives. The General Partner shall determine the investment objectives of the Fund as well as the course of conduct of the management and the business affairs of the Fund in accordance with the provisions of these Articles, the Prospectus and all applicable laws and regulations.

Art. 7. Share Capital.

(a) The share capital of the Fund shall be represented by shares (together, the "Shares") of no par value and shall at any time be equal to the total net assets of the Fund as determined pursuant to Article 14 (Calculation of the Net Asset Value). The minimum capital of the Fund is one million two hundred fifty thousand Euros (EUR 1,250,000). The share

capital may be increased by any share premiums and must be reached within twelve (12) months as from the date on which the Fund has been authorised as a société d'investissement à capital variable- fonds d'investissement spécialisé (SICAV-FIS) under Luxembourg law.

(b) The share capital of the Fund shall be represented by the following three different Classes of Shares within each Compartment:

(i) "Management Share(s)": The Share subscribed for at the time of incorporation of the Fund by the General Partner as an unlimited shareholder (actionnaire gérant commandité) of the Fund as well as the Management Share(s) that may be issued subsequently, subscription of which shall be reserved for the General Partner as unlimited shareholder of the Fund;

(ii) "Ordinary Shares": the Shares subscribed for by limited shareholders ("actionnaires commanditaires") in accordance with the provisions of the Prospectus; and

(iii) "Carried Interest Shares": the Shares subscribed for by limited shareholders ("actionnaires commanditaires") in accordance with the provisions of the Prospectus.

The General Partner may at its sole discretion issue further different classes of Shares, the features of which will be established by the General Partner. Provisions set out in these Articles relating to the Compartments shall apply mutatis mutandis to the Class therein to the extent relevant.

(c) The General Partner may, at any time and without the consent of the Shareholders or any of them, establish different pools of assets, each constituting a separate compartment (each a "Compartment") within the meaning of Article 71 of the 2007 Law. Each such pool of assets shall be invested pursuant to article 3 (Investment Policy of the Fund) hereof for the exclusive benefit of Shareholders of the relevant Compartment.

(d) The Fund constitutes a single legal entity, but the assets of each Compartment shall be invested for the exclusive benefit of the Shareholders of the corresponding Compartment and the assets of a specific Compartment are solely accountable for the liabilities, commitments and obligations of that Compartment.

(e) In addition, Ordinary Shares or Carried Interest Shares may, as the General Partner shall determine, be issued in one or more separate series (the "Series"). Each Series will serve to identify the Shares depending on their issuance date or their Net Asset Value, as appropriate, and will confer no special right in relation to one Series or another or amongst them.

Art. 8. Shares.

(a) Shares in the Fund may only be subscribed for by well-informed investors (investisseurs avertis) within the meaning of article 2 (1) of the 2007 Law (the "Well-Informed Investor"). For the avoidance of doubt, the requirements of article 2 (1) of the 2007 Law shall not apply to the General Partner and other persons who are involved in the management of the Fund.

(b) All Shares shall be issued in registered form.

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

All issued Shares of the Fund shall be registered in the Register, which shall be kept at the registered office of the Fund. The Register shall contain the name of each Shareholder, its residence, registered office or elected domicile, the number, the Compartment and Series (if any) of Shares it owns, the paid-up amount of each such Share, and banking references. Shares will further be identified in the Register either as Regulation S Shares or Rule 144A Shares. This identification as Regulation S Shares or Rule 144A Shares will entail the application of specific transfer restrictions to the Shares as more fully described in Article 9.3.6 (Additional Transfer Restrictions). Until notices to the contrary shall have been received by the Fund, the Fund may treat any information contained in the Register as accurate and up to date and may, in particular, use the addresses and banking references set out in the Register for sending out notices and announcements or for making any payments.

Share certificates will be issued and signed by the General Partner. Such signature may be manual, printed or by facsimile. If a Shareholder requests that it be issued with more than one share certificate, the cost of any such additional certificates may be charged to such Shareholder at the General Partner's discretion.

(c) If any Shareholder provides sufficient evidence (reasonably satisfactory to the General Partner) that its share certificate has been misplaced, lost, stolen or destroyed, a duplicate certificate may be issued upon such Shareholder's request and under such conditions as the General Partner may determine subject to applicable provisions of the law. Upon the issuance of any such new share certificate, the original share certificate shall become void. The new share certificate will have a notation indicating that it is a duplicate share certificate. Severely damaged share certificates may be exchanged for new ones upon the request of the General Partner. Any severely damaged share certificates shall be delivered to the Fund and shall be cancelled immediately. The Fund may, at the General Partner's discretion, charge the Shareholder for the costs attributable to the issuance of a duplicate or a new certificate and all reasonable expenses incurred by the Fund in connection with the issuance and registration of new certificates, or in connection with the cancellation of any old certificates.

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

(e) Each Share grants the right to one (1) vote at every general meeting of the Shareholders of the Fund and at separate Compartment or Class meetings of the holders of Shares of the relevant Compartment or Class.

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

(g) Each Shareholder is required to execute a subscription agreement (the "Subscription Agreement") pursuant to which each Shareholder (i) commits irrevocably to make all subscriptions and payments expected from them in accordance with the terms of the Subscription Agreement, the Prospectus and these Articles and (ii) agrees to indemnify the General Partner and the Investment Adviser and/or the AIFM for breach of any of its representations or warranties in the Subscription Agreement. Each Shareholder declares that it is bound by the terms and conditions of the Prospectus, these Articles and its Subscription Agreement, as each may be amended from time to time.

Art. 9. Transfer of Shares.

9.1 Transferability

(a) Any sale, assignment, transfer (including donation), exchange, contribution, pledge, mortgage, capital gains sharing agreement (convention de croupier), other disposition or encumbrance, or winding-up of a company followed by the transfer of its assets and liabilities to its sole shareholder (transmission universelle de patrimoine) in any form whatsoever, by a Shareholder (a "Transfer") of any Shares shall be made in accordance with the provisions of the 1915 Law, the 2007 Law and these Articles, in particular, the transfer restrictions set out in this Article 9 (Transfer of Shares).

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

(c) The Fund may:

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

(ii) prohibit and refuse to register any Transfer which might have an adverse effect on the Fund, the General Partner or any of the Shareholders, including but not limited to, as a result of any regulatory and/or tax consequences (for the avoidance of doubt, there is no obligation on the General Partner to verify prior to consenting to a Transfer whether such a Transfer would have any adverse effect on any of the Shareholders of the Fund); or

(iii) refuse to register a Transfer of legal interests in a Rule 144A Share to any person who is not either a non-U.S. Person or a U.S. Person that is a QIB/QP or a Transfer of legal interests in a Share to any person with respect to whom the Fund becomes aware that such Transfer would cause a violation of the 25 per cent. limitation or the ERISA representations are false or misleading.

(d) A Regulation S Share shall only be held by a non-US person. A Rule 144A Share shall only be held by a QIB or a QP. A Regulation S Share may be transferred to a person who wishes to take delivery of such Share through a Rule 144A Share only upon receipt by the Registrar of a written certification in the form attached as Schedule 1 (Form of Transfer Certificate) to the Subscription Agreement (the "Transfer Certificate") to the effect that such transfer is being made to a person that is a QIB/QP and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. U.S. Persons may not hold an interest in a Regulation S Share at any time. A Rule 144A Share may be transferred to a person who wishes to take delivery of such interest through a Regulation S Share only upon receipt by the Registrar of a Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S. In such cases the General Partner or any of its agents will be entitled to exchange the share certificate of the relevant Regulation S Share for the share certificate of a Rule 144A Share or vice-versa reflecting the corresponding inscription in the Register of the Fund. All such transfers should be made in accordance with the more detailed transfer restrictions contained in article 17 of the By-Laws. For the avoidance of doubt, any Transfer of the Regulation S Shares and the Rule 144A Shares are subject to the other clauses of this Article 9 (Transfer of Shares).

9.2 Transfer of the Management Share(s)

In the event of a Transfer of the Management Share(s) held by the General Partner, its assignee or transferee shall be substituted in its place and admitted to the Fund as the general partner of the Fund in accordance with the provisions of the 1915 Law and the 2007 Law subject to the prior consent of the Commission de Surveillance du Secteur Financier (the "CSSF"). The replacement of the General Partner requires an amendment to the Articles in accordance with Article 28 (Amendments to the Articles of Association), except that the approval of the General Partner is not required in case of a Transfer of the Management Share(s) resulting from (i) the removal of the General Partner as a result of a For Cause Event as provided for in the Prospectus and (ii) the legal incapacity, liquidation or other permanent situation preventing

the General Partner from acting as general partner of the Fund. Upon such approval, the substituted general partner shall be authorised to and shall continue the management of the Fund.

9.3 Transfer of Ordinary Shares or Carried Interest Shares

9.3.1 Notice of the Transfer

(a) Any Shareholder intending to transfer all or a portion of its Ordinary Shares or Carried Interest Shares (a "Proposed Transfer") to another Shareholder or to a third party must notify the General Partner of the Proposed Transfer by registered letter with acknowledgement of receipt (the "Transfer Notice") and in respect of Carried Interest Shareholders, must obtain consent of the General Partner prior to such transfer.

(b) The Transfer Notice must include the following information:

(i) the number of Ordinary Shares or Carried Interest Shares subject to the Proposed Transfer (the "Transferred Shares");

(ii) the Compartment, Class and/or the Series (if any) to which the Ordinary Shares or Carried Interest Shares relate Transferred;

(iii) the price and any other material conditions at which the transferee proposes to purchase the Transferred Shares;

(iv) the name, postal address and tax domicile of the transferor and the transferee;

(v) a representation and warranty given by the transferee that such transferee is a Well-Informed Investor;

(vi) a fully completed Share transfer certificate.

9.3.2 Transfer of Ordinary Shares belonging to VAG Shareholders

(a) Notwithstanding any provision to the contrary contained in these Articles, in particular Articles 9.1 (paragraphs (a) through (c) (Transferability)) and 9.3.5(b), 9.3.5(c), 9.3.5(g) (Miscellaneous), any disposal ("disposal" including in particular any partial or total transfer, exchange, sale, assignment) of the Ordinary Shares belonging to the tied assets of a Shareholder which is (by law or otherwise) subject to the provisions of the German Insurance Supervisory Act (Versicherungsaufsichtsgesetz, "VAG") and/or the related Ordinance of the Investment of Tied Assets (the "VAG Shareholder") shall only be valid upon the prior written consent of the nominee appointed pursuant to Section 70 et seq. of the VAG for the tied assets of the VAG Shareholder, or his deputy.

(b) The prior written consent of the General Partner shall not be required for any Transfer of the Ordinary Shares held by a VAG Shareholder to an Eligible Transferee (as hereinafter defined) and the Fund hereby consents to such Transfer (including for the avoidance of doubt the Transfer of Undrawn Commitments). The General Partner may not object to such a Transfer unless the transferee does not qualify as a Well-Informed Investor. A VAG Shareholder's Transfer shall be valid upon agreement on the Transfer between the transferring VAG Shareholder and a transferee meeting the requirements under Article 9.3.5(d) and (e) (Miscellaneous) (an "Eligible Transferee") provided that the Transfer also meets the requirements under Articles 9.3.5(a) and (f) (Miscellaneous). The 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 shall remain unaffected. In these instances, the Transfer shall remain valid until the objections against the validity of the Transfer or other disposition are established in a non-appealable court decision or are accepted by the transferring VAG Shareholder. The Fund represented by its General Partner hereby agrees that unless otherwise agreed upon between the transferring VAG Shareholder and the Eligible Transferee, the obligation to pay any Undrawn Commitment of the transferring VAG Shareholder shall be assumed by the Eligible Transferee and the VAG Shareholder's liability shall cease to exist.

9.3.3 Transfer of Ordinary Shares belonging to an ICG Person

The prior written consent of the General Partner shall not be required for any Transfer of the Ordinary Shares held by an ICG Person to any Person and the Fund hereby consents to such Transfer (including for the avoidance of doubt the Transfer of Undrawn Commitments). An ICG Person's Transfer shall be valid upon agreement on the Transfer between the transferring ICG Person and the transferee meeting the requirements under Articles 9.3.5(a), (b), (d), (f) and (g) (Miscellaneous) of these Articles.

9.3.4 Indemnification

Each transferor agrees to pay all expenses, including legal fees, incurred by the Fund or the General Partner in connection with the Transfer of its Ordinary Shares or Carried Interest Shares, unless the relevant transferee accepts to bear such expenses. The General Partner may also receive remuneration from the transferor, negotiated by mutual agreement, if such transferor requires its assistance to find a transferee for its Ordinary Shares or Carried Interest Shares, as applicable.

9.3.5 Miscellaneous

Notwithstanding any provision to the contrary contained in these Articles, the Transfer of Ordinary Shares or Carried Interest Shares (including, for the avoidance of doubt, Article 9.3.2 (Transfer of Ordinary Shares belonging to VAG Shareholders) of these Articles) to the transferee shall only become effective if:

(a) in respect of the Transfer of Ordinary Shares, the transferee has executed all documents required by the General Partner to acknowledge such transferee's irrevocable commitment to meet any capital calls attributable to the transferor's commitment which the General Partner remains entitled to call pursuant to the Subscription Agreement executed by

the transferor (the "Undrawn Commitment") and transferred by the transferor to the transferee, as well as all other payments expected from such transferee pursuant to the Prospectus, these Articles and such Subscription Agreement;

(b) the General Partner has received all other documents, opinions, instruments and certificates as may be reasonably requested by the General Partner to admit the transferee as a Shareholder of the Fund and to establish the transferee's consent to be bound by all the provisions of these Articles, the Prospectus and the relevant Subscription Agreement, including a written commitment to take over all the obligations of the transferor with respect to the Fund and a certificate or representation to the effect that the representations set out in such Subscription Agreement are (except as otherwise disclosed to and consented to by the General Partner) true and accurate with respect to such transferee as of the date of such Transfer;

(c) upon reasonable request by the General Partner, the transferee has delivered to the General Partner a legal opinion which is reasonably satisfactory to the General Partner;

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

(e) the transferor or the transferee has paid all the expenses referred to in Article 9.3.4 (Indemnification);

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

(g) the transferee has complied with all the applicable transfer restrictions as set out in article 17 of the By-Laws.

The General Partner may refuse to register any transferee as a Shareholder in the Register so long as any of the above conditions are not satisfied.

Any Transfer of registered Ordinary Shares or Carried Interest Shares shall be entered into the Register and shall be signed by the General Partner or by any other person(s) appointed for this purpose by the General Partner.

9.3.6 Additional Transfer Restrictions

Additional transfer restrictions in respect of the Rule 144A Shares are contained article 17 of the By-Laws and are deemed to have been incorporated into these Articles by reference.

9.3.7 Forced Transfer of Certain Shares - Purchase Option

(i) Each Shareholder irrevocably agrees to sell all of the Shares to the General Partner or any person nominated by the General Partner in writing (the "Purchase Option"), subject to the terms and the conditions provided herein.

(ii) The General Partner accepts this Purchase Option as a unilateral irrevocable undertaking to sell on the part of the Shareholder with no obligation to purchase on the part of the General Partner and the General Partner reserves the right to exercise such Purchase Option.

(iii) Each Shareholder is bound by the Purchase Option until the closure of the liquidation of the Fund or of the Compartment(s) to which the Shares relate, as the case may be. For the avoidance of doubt, each Shareholder accepts and recognises that it is not entitled to revoke the Purchase Option and that the sale of the relevant Shares will be effective between the parties as soon as the General Partner has exercised the Purchase Option without the need for any consent from the Shareholder. Such Purchase Option granted to the General Partner may be exercised at any time, until the closure of the liquidation of the Fund or of the Compartment(s) to which the Shares relate, as the case may be.

(iv) Any Shareholder or third party nominated by the General Partner in writing may be substituted for the General Partner in the General Partner's rights arising from subparagraphs (i)-(iii) above at the time of the exercise of the Purchase Option or at any time before the transfer of all or part of the Shares.

(v) Without prejudice to the rights of the General Partner under article 9.1 (Compulsory Redemption of Shares) of the By-Laws the General Partner shall have the right to exercise the Purchase Option if the General Partner determines at any time that (i) a U.S. holder of a Rule 144A Share is not a QIB/QP or (ii) a Shareholder has made or been deemed to have made an ERISA related representation that is false or misleading or whose beneficial ownership of such Shares causes a violation of the 25 per cent. limitation or (iii) a Shareholder ceases to be or is found not to be a Well-Informed Investor or (iv) a Shareholder is a Recalcitrant Shareholder, is a Non-Participating FFI or otherwise prevents the Fund or the relevant Compartment(s) from qualifying as, or complying with any obligations imposed on, a "Participating FFI" within the meaning of U.S. Treasury Regulation Section 1.1471-1(85) or a "deemed-compliant FFI" within the meaning of U.S. Treasury Regulation Section 1.1471-5(f) or (v) if the Shareholder is a Defaulting Shareholder and the related default is not remedied in full within five Business Days from the date on which the related Default Letter was sent (including for the avoidance of doubt, the payment of the defaulted amounts plus Default Interest thereon) or (vi) if the Shareholder is a Fully Excused Shareholder or (vii) the Shareholder has failed to provide information to the General Partner in order for the General Partner to be able to comply with any tax requirement whether statutory or otherwise or to permit any payment to be made without any withholding deduction (any such person, a "Non-Permitted Holder").

(vi) The General Partner shall notify the Non-Permitted Holder by any written means (the "Call Notice") of the exercise of the Purchase Option and of its intent that it or such person as it may nominate in such Call Notice shall purchase all or part of the Shares. The General Partner will indicate in the Call Notice the number of Shares purchased, the Compartment(s) to which they relate and the price at which the Shares are purchased. The price at which the Purchase Option will be exercised shall be determined in accordance with subparagraph (x) below.

(vii) Save in respect of a Defaulting Shareholder for which the provisions of Article 12 (Late and Default of Payment) shall apply, if the General Partner notifies the Non-Permitted Holder of the exercise of the Purchase Option in accordance with the terms and conditions set out above, and the Non-Permitted Holder fails to do anything that prevents the transfer of the relevant Shares, the General Partner or any party who has been substituted in the place of the General Partner, as the case may be, may pay the Purchase Price as defined under subparagraph (x) below, into an escrow account held by the Depositary or any other entity as designated by the General Partner. In this case, the presentation of a copy of the Call Notice and the escrow agreement shall be deemed to constitute a transfer order and shall cause the General Partner to enter the transfer in the Register of Shareholders and make such revisions as may be necessary to reflect the transfer and change in Shareholders.

The Purchase Price paid into the escrow account shall be paid to the Non-Permitted Holder as soon as practicable following the transfer of all or part of the Shares in accordance with the terms and conditions set out above.

(viii) The General Partner reserves the right to require any holder of Shares to submit a Transfer Certificate substantiating that it is a QIB/QP (in the case of a Rule 144A Share) or a non-U.S. Person (in the case of a Regulation S Share). If such holder fails to submit any such requested Transfer Certificate on a timely basis, the General Partner has the right to assume that the holder of the Shares from whom such a certification is requested is not a QIB/QP (in the case of a Rule 144A Share) or a non-U.S. Person (in the case of a Regulation S Share). Furthermore, the General Partner reserves the right to refuse to honour a transfer of beneficial interests in a Rule 144A Share to any person who is not either a non-U.S. Person or a U.S. Person that is a QIB/QP or a transfer of beneficial interests in a Share to any person with respect to whom the General Partner becomes aware that such transfer would cause a violation of the 25 per cent. limitation or the ERISA representations are false or misleading.

(ix) Save in respect of a Defaulting Shareholder for which the provisions of Article 12 (Late and Default of Payment) shall apply, if the General Partner decides not to proceed pursuant to paragraphs (i) to (viii) above or if all or a portion of the Non-Permitted Holder's Shares are not transferred under the conditions referred to in paragraphs (i) to (viii) above, the General Partner may, in its sole discretion decide that the Fund will compulsorily redeem all or a portion of the Non-Permitted Holder's Shares.

(x) Save in respect of a Defaulting Shareholder for which the provisions of Article 12 (Late and Default of Payment) shall apply, if the General Partner decides to proceed with such redemption or exercise the Purchase Option, such redemption or purchase shall occur at a price (the "Redemption Price" or "Purchase Price" respectively) of 80 per cent of the lesser of the two following amounts: (i) the paid-up amount attributable to the Non-Permitted Holder's Commitment under the relevant Non-Permitted Holder's Shares, net of any distributions received by the Non-Permitted Holder, and (ii) the Latest Available Net Asset Value of the relevant Non-Permitted Holder's Shares, such determination shall be deemed to be reasonable). The Fund, the General Partner, the AIFM and the Investment Adviser shall not be liable to any Person having an interest in the Shares redeemed or purchased as a result of any such redemption or purchase.

(xi) Save in respect of a Defaulting Shareholder for which the provisions of Article 12 (Late and Default of Payment) shall apply, the General Partner may postpone the payment of the Redemption Price or Purchase Price to the Non-Permitted Holder until the last distribution to be made to the other Shareholders of the relevant Compartment as the result of the term or the liquidation of that Compartment.

(xii) Save in respect of a Defaulting Shareholder for which the provisions of Article 12 (Late and Default of Payment) shall apply, the General Partner shall be entitled to deduct from the Redemption Price or the Purchase Price, as applicable, an amount equal to all the expenses incurred or damages suffered by the General Partner, the Fund (irrespective of the Compartment). The Non-Permitted Holder will receive the balance, if any.

(xiii) Save in respect of a Defaulting Shareholder for which the provisions of Article 12 (Late and Default of Payment) shall apply, the Non-Permitted Holder's Shares so redeemed by the Fund will be cancelled.

Art. 10. Issuance of Shares. The General Partner is authorised to issue additional partially or fully paid Shares at any time, in accordance with the procedures referred to in the Prospectus and subject to the terms and conditions as determined by the General Partner. The issue price shall be determined in accordance with the Prospectus. The issue price may vary depending on the context (for example, according to the date of subscription etc.). The issue price may be a fixed price or a price based on the Net Asset Value of the Shares as determined in accordance with the provisions of Article 14 (Calculation of the Net Asset Value) which may include a sales charge or premium, if any, as set out in the Prospectus. The General Partner may also make any adjustment it sees fit to the issue price to ensure fairness between the Shareholders in accordance with the provisions of the Prospectus.

Shareholders shall subscribe for Shares, as determined by the General Partner in accordance with these Articles, the Prospectus and their respective Subscription Agreements which provide for their respective total committed capital (the "Commitment" or "Commitments").

The procedures relating to Commitments and drawdown of the Commitments are set out in more detail in the Prospectus and the relevant Subscription Agreements.

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

Art. 11. Redemption of Shares. The Fund is a closed-ended company. Accordingly, Shareholders are not entitled to request redemption of their Shares.

The General Partner, acting on behalf of the Fund, is entitled at any time to compulsorily redeem all or part of the Shares of any Shareholder.

In the event of a compulsory redemption which does not occur in one of the specific circumstances listed in Article 9.3.7, Article 9.3.8, Article 12 or article 8.3(b) of the By-Laws, the redemption price will be equal to the latest available Net Asset Value (the "Latest Available Net Asset Value") of the Shares redeemed or the Net Asset Value that the General Partner may elect to calculate upon the redemption date, less any amount that would be necessary to indemnify the Fund for any costs or damages incurred by reason of such compulsory redemption and any amount due by the Shareholder to the Fund at the redemption date. In the event of a compulsory redemption which occurs in the specific circumstances listed in article 8.3 (b) of the By-Laws, the redemption price will be equal to the subscription price of the Shares as disclosed in the By-Laws. The General Partner shall determine, in its sole discretion, when the payment of the redemption price will be due, provided that such payment will occur no later than the last distribution to be made to the other Shareholders of the relevant Compartment as the result of the term or the liquidation of that Compartment.

The General Partner, acting on behalf of the Fund, may also redeem Shares in the event of default of payment by a Shareholder in accordance with and at a price fixed by Article 12 (Late and Default of Payment) below.

The General Partner, acting on behalf of the Fund, may further, without prejudice to its right to exercise the Purchase Option, compulsorily redeem the Shares of any Non-Permitted Holder at a price fixed by Article 9.3.7(ix) to (xiii) (Forced Transfer of Certain Shares - Purchase Option).

The General Partner will cancel the Shares that have been redeemed.

Art. 12. Late and Default of Payment. If an Ordinary Shareholder defaults in its obligation to fund (i) a Drawdown, provided that it has not exercised its Excused Shareholder's Right or (ii) any other amount required to be funded pursuant to the Articles, the Prospectus or the Subscription Agreement (such an Ordinary Shareholder, a "Defaulting Shareholder"), on the date on which such payment must be made (the "Payment Date"), the General Partner will send a default letter (the "Default Letter") to such Defaulting Shareholder and may take any of the following actions (subject to any objections the German regulatory authority (BaFin) may have if such Defaulting Shareholder is a VAG Shareholder):

(1) subject to paragraph 3 below, the Defaulting Shareholder shall receive no distribution of any kind in respect of the relevant Compartment until the date upon which the Fund has realised or distributed all of the assets of that Compartment and has made a final distribution of all remaining assets to the Shareholders of the Compartment;

(2) any delay in payment of any amount corresponding to a capital call or any other amount required to be funded pursuant to these Articles, the Prospectus or the Defaulting Shareholder's Subscription Agreement, shall automatically incur the payment of default interest ("Default Interest") in favour of relevant Compartment of the Fund, calculated on a prorated basis using the 5 per cent. applied to the amount due by the Defaulting Shareholder from the Payment Date until the date that payment has been received in full by the relevant Compartment of the Fund, without prejudice to any action which the General Partner may choose to bring against the Defaulting Shareholder (including any action under paragraph 4 below);

(3) whenever the vote, consent or approval of the Shareholders is required pursuant to the Prospectus or these Articles, the right to vote or participate to any consent/approval process of the Defaulting Shareholders may be suspended;

(4) if the default is remedied in full within five Business Days from the date on which the Default Letter was sent (including, for the avoidance of doubt, the payment of the defaulted amounts plus Default Interest thereon), the Defaulting Shareholder will recover its rights (i) to receive the distributions made, including distributions made between the Payment Date and the date on which the default was remedied in full, and (ii) to exercise the voting rights attached to his Ordinary Shares or the exercise of any right to approve or give consent to any matter as provided for herein or in the Prospectus if those had been suspended;

(5) if the default is not remedied in full within five Business Days from the date on which the Default Letter was sent (including, for the avoidance of doubt, the payment of the defaulted amounts plus Default Interest thereon), the General Partner may, in its sole discretion, exercise its Purchase Option as described in Article 9.3.7.(i)-(vi) (Forced Transfer of Certain Shares - Purchase Option) subject to the specific provisions described below:

(i) Any proposed Transfer must comply with the provisions of Article 9 (Transfer of Shares) and shall apply mutatis mutandis save that reference to the Transfer Notice shall instead be a reference to the Default Letter sent by the General Partner. If the Defaulting Shareholder and the transferee(s) designated by the General Partner agree to a price, the Defaulting Shareholder's Shares will be transferred at such price. The price may be no less than the Defaulting Shareholder Redemption Price or the Defaulting Shareholder Purchase Price as defined below in subparagraph (iv) (the "Transfer Price").

The transferee shall pay the Transfer Price for the Ordinary Shares of the Defaulting Shareholder to the Fund.

If (i) the Defaulting Shareholder and the transferee(s) designated by the General Partner do not agree on a Transfer Price or (ii) all or any portion of the Defaulting Shareholder's Ordinary Shares are not transferred for any other reason, the General Partner may decide in its sole discretion that the Defaulting Shareholder's Ordinary Shares will be sold and transferred to any Person (including any Shareholder) for a price equal to the Defaulting Shareholder Redemption Price

or the Defaulting Shareholder Purchase Price as further described below (a "Forced Sale Price") and such designated Person shall pay the Forced Sale Price for the Defaulting Shareholder's Shares to the Fund.

(ii) If the General Partner notifies the exercise of the Purchase Option to the Defaulting Shareholder in accordance with the terms and conditions set out above, and the Defaulting Shareholder does not perform its obligations to transfer all or part of the Ordinary Shares in accordance with the terms and conditions set out above or does or fails to do anything that prevents such transfer, the General Partner in writing or any person nominated by the General Partner, as the case may be, may pay the Defaulting Shareholder Purchase Price into an escrow account held by the Depositary or any other entity as designated by the General Partner. In this case, the presentation of a copy of the Defaulting Shareholder Call Notice and the escrow agreement shall be deemed to constitute a transfer order and shall cause the Fund to enter the transfer in the register of Shareholders and make such revisions as may be necessary to reflect the transfer and change in Ordinary Shareholders.

The Defaulting Shareholder Purchase Price paid into the escrow account shall be paid to the Defaulting Shareholder as soon as practicable following the transfer of all or part of the Ordinary Shares in accordance with the terms and conditions set out above.

(iii) If the General Partner decides not to proceed pursuant to paragraph (i) above or if all or a portion of the Defaulting Shareholder's Shares are not transferred under the conditions referred to in paragraph (a) above, the General Partner may, in its sole discretion, decide that the Fund will compulsorily redeem all or a portion of the Defaulting Shareholder's Ordinary Shares.

(iv) If the General Partner decides to proceed with such redemption or exercise the Purchase Option, such redemption or purchase respectively) shall occur at a price (the "Defaulting Shareholder Redemption Price" or the "Defaulting Shareholder Purchase Price" of 80 per cent of the lesser of the two following amounts: (i) the paid-up amount attributable to the Defaulting Shareholder's Commitment under the relevant Defaulting Shareholder's Ordinary Shares, net of any distributions received by the Defaulting Shareholder, and (ii) the Latest Available Net Asset Value of the relevant Defaulting Shareholder's Ordinary Shares, such determination shall be deemed to be reasonable). The Fund, the General Partner, the AIFM and the Investment Adviser shall not be liable to any Person having an interest in the Shares redeemed or purchased as a result of any such redemption or purchase.

(v) The General Partner may postpone the payment of the Defaulting Shareholder Redemption Price or the Defaulting Shareholder Purchase Price, as applicable, to the Defaulting Shareholder until the last distribution to be made to the other Shareholders of the relevant Compartment as the result of the term or the liquidation of that Compartment.

(vi) The General Partner shall be entitled to deduct from the Defaulting Shareholder Redemption Price or the Defaulting Shareholder Purchase Price, as applicable, the Default Interest up to the redemption date and any other amounts necessary to compensate non-Defaulting Shareholders for any costs or damages associated with the Defaulting Shareholder's default (for its own account, the account of the Fund, the other Shareholders, the Depositary, the Registrar and the Central Administration Agent) and any other third-party costs arising out of the default of the Defaulting Shareholder (unless already included in the expenses or damages incurred by the Fund). The Defaulting Shareholder will receive the balance, if any.

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

Art. 13. Excused Shareholders and Fully Excused Shareholders.

(a) An Ordinary Shareholder may request by written notice to the General Partner, not later than five Business Days after the date of the Drawdown Notice or other notice referred to in article 8.4 (Drawdowns) of the By-Laws, that it should be excused from participation in a proposed Portfolio Investment on the grounds that participation in such proposed Portfolio Investment would:

(i) constitute a breach of an Approved Restriction which continues to apply to such Ordinary Shareholder; or

(ii) be more likely than not to result in a breach of laws, regulations or legally binding orders applicable to such Ordinary Shareholder or a loss of tax status likely to have a material adverse effect on such Ordinary Shareholder or the withdrawal or non-renewal or refusal to issue any licence or permission for the conduct of any regulated business conducted by such Ordinary Shareholder.

(b) Any such notice from an Ordinary Shareholder to the General Partner shall be accompanied by a certificate of an authorised senior officer of the Ordinary Shareholder concerned to the effect of the foregoing sentences, and either contemporaneously or within three further Business Days by an opinion of counsel or other legal adviser, which counsel and form of opinion shall be reasonably acceptable to the General Partner to the effect that the Ordinary Shareholder is unable to participate in the proposed Portfolio Investment for the reasons referred to in paragraph (a) above and stating in detail the grounds for such conclusion. The above request for the notice to be accompanied by an opinion of counsel or other legal adviser may be waived by the General Partner in its sole discretion.

(c) Subject to the Ordinary Shareholder having satisfied the conditions set out in this clause to the reasonable satisfaction of the General Partner, it shall be so excused from participation in such proposed Portfolio Investment and shall

not be required to comply with such Drawdown Notice to the extent it relates to the funding of such proposed Portfolio Investment. The Undrawn Commitment payable to the Fund by an Excused Shareholder pursuant to article 8.9 (Excused Shareholder and Fully Excused Shareholder) shall be reduced by the same proportion as the Undrawn Commitments of the other Shareholder.

(d) The provisions of this clause shall not release the Ordinary Shareholder from its obligations under its related Subscription Agreement in relation to any other Drawdown Notice which may be served upon the Ordinary Shareholder.

(e) For the avoidance of doubt, the provisions of this Article shall not apply in the case of an Ordinary Shareholder who seeks to be excused from a proposed Portfolio Investment on the grounds of its bankruptcy, insolvency, dissolution, liquidation, or other similar event and in such circumstances, the provisions of Article 12 shall apply to such Ordinary Shareholder.

(f) If any Ordinary Shareholder is an Excused Shareholder in respect of three or more consecutive Drawdown Notices or an Ordinary Shareholder notifies the General Partner in writing that it will not be able to comply with future Drawdown Notices for reasons which would qualify such Ordinary Shareholder as an Excused Shareholder in accordance with this Article 13(f) (a "Fully Excused Shareholder") the following terms shall apply:

(aa) For a period of six months from the date when an Ordinary Shareholder becomes a Fully Excused Shareholder (the "Sale or Repurchase Period") such Fully Excused Shareholder shall continue to have all the rights and obligations of an Ordinary Shareholder except that no further Drawdown Notices to the fund acquisition costs of Portfolio Investments shall be served on such Fully Excused Shareholder, and the General Partner may, in its absolute discretion in each individual case, decide either:

(i) that for the purposes of determining the Total Commitments and Undrawn Commitments to the relevant Compartment of the Fund, the Commitment and Undrawn Commitments of such Ordinary Shareholder shall be excluded; or

(ii) that in respect of any Portfolio Investments for which the General Partner issues Drawdown Notices during the Sale or Repurchase Period, the Fully Excused Shareholder shall be treated as an Excused Shareholder in accordance with the terms of Article 13 (a)-(e) (Excused Shareholders and Fully Excused Shareholders) above.

(bb) During the Sale or Repurchase Period, the General Partner may, in its sole discretion, exercise its Purchase Option as described further in Article 9.3.7 (Forced Transfer of Certain Shares - Purchase Option).

(cc) Notwithstanding that an Ordinary Shareholder becomes a Fully Excused Shareholder in accordance with the terms of this Article 13(f), the General Partner shall have discretion not to apply the provisions of this Article 13(f) if it is satisfied that the events leading to the Ordinary Shareholder becoming a Fully Excused Shareholder were beyond the reasonable control of the relevant Ordinary Shareholder but the General Partner shall be under no obligation or constraint to use such discretion and even if the General Partner has used such discretion on the third consecutive Drawdown Notice when such Ordinary Shareholder is an Excused Shareholder, the General Partner shall have absolute discretion to deem the Ordinary Shareholder to be a Fully Excused Shareholder and to apply the provisions of this Article 13(f) upon any subsequent occasion when the Ordinary Shareholder is an Excused Shareholder irrespective of whether or not it is consecutive to the preceding series of three consecutive occasions.

Art. 14. Calculation of the Net Asset Value. The net asset value of the Shares (the "Net Asset Value") will be calculated by the Central Administration Agent in accordance with these Articles and the Prospectus on behalf of the General Partner. The Net Asset Value of the Fund will be established in EUR as of each Valuation Date.

The Net Asset Value of the Share of each Class issued within a Compartment is determined by dividing the value of the total assets of the Compartment properly allocated to such Class less the liabilities of the Fund or the Compartment properly allocated to such Class by the total number of Shares of such Class outstanding on the relevant Valuation Date. It shall be determined in the reference currency of the relevant Class.

The Fund or its duly appointed agent will calculate the Net Asset Value in accordance with this Article and the Prospectus. Each Shareholder participates in the Fund according to the allocation provisions attributable to each Share pursuant to the provisions of the Prospectus.

For the avoidance of doubt, in determining the liabilities, the Fund or its duly appointed agent shall take into account, inter alia, all expenses and liabilities payable by the Fund, including but not be limited to, (i) fees and expenses payable to the General Partner, the Depositary and its correspondents, the Registrar, the Central Administration Agent, any listing agent, any permanent representatives in places of registration, as well as any other agent appointed by the Fund; (ii) insurance premiums for the insurance coverage relating to the liability of directors and employees of the General Partner or any third parties appointed by the Fund or the General Partner; (iii) legal fees and expenses; (iv) taxes and other governmental charges, fees and duties payable by the Fund (including VAT), other than taxes withheld from distributions to Shareholders or otherwise payable by Shareholders; (v) accounting and consulting fees and expenses; (vi) auditors' fees and expenses; (vii) litigation costs incurred by the General Partner with respect to the Fund; (viii) central administration fees and expenses of the General Partner and the Fund; (ix) expenses incurred in relation to Shareholders' meetings and the reports prepared on their behalf; (x) expenses incurred in preparing, printing, advertising and distributing prospectuses, explanatory memoranda, periodical reports or registration statements; (xi) valuation expenses and expenses incurred in determining the Net Asset Value; (xii) expenses incurred in publishing issuance, redemption and conversion

prices; (xiii) bank charges, including expenses incurred in connection with currency conversion and brokerage activities; (xiv) interest on borrowings; (xv) indemnification expenses referred to in Article 19 (Indemnification); (xvi) costs of winding up and liquidating the Fund; (xvii) all expenses and costs (including all registration expenses and professional fees) incurred in connection with the identification, evaluation, negotiation, acquisition, holding and disposal of Portfolio Investments by the Fund, whether or not completed, including but not limited to accounting, legal and tax fees and expenses, expenses in connection with hedging transactions, taxes and other governmental charges, fees and duties, including registration charges, and litigation costs; (xviii) all expenses incurred in relation to the creation and marketing of the Fund, including but not limited to legal, tax and accounting fees and expenses, reasonable travel expenses, auditors' and consultants' fees and expenses, and placement fees and expenses; (xix) any fees and expenses involved in registering and maintaining the registration of the Fund with any government agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country; (xx) postage, telephone and telex; and (xxi) costs and expenses that are classified as extraordinary expenses under Luxembourg generally accepted accounting principles.

The Net Asset Value per Share will be given to three places after the decimal.

The value of the net assets of the Fund shall be determined pursuant to the provisions of the Prospectus and in accordance with the fair value measurement set out in International Financial Accounting Standard 13.

Art. 15. Suspension of Calculation of the Net Asset Value. Pursuant to the Articles, the General Partner may suspend calculation of the Net Asset Value of the Fund or any of its Compartments:

(a) when a Force Majeure Event has occurred and is continuing following which it is impracticable for the Fund to dispose of or value all or a substantial part of the assets of the Fund or the relevant Compartment;

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

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

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

Art. 16. General Partner. The general partner, ICG Senior Debt Partners (the "General Partner"), is responsible for the management, the administration and the marketing of the Fund.

The General Partner is entitled to receive a management fee from the Fund. The amount of such management fee will be determined in accordance with the provisions of the Prospectus and will not exceed 0.75 per cent..

The General Partner is liable for the decisions concerning the general administration and policy relating to the Portfolio Investments and divestments of the Fund. The General Partner is vested with extensive powers and authority to complete all administrative and disposal actions in accordance with article 4 (Management and Supervision of the Fund) of the By-Laws and in accordance with the Prospectus.

In the event of legal incapacity, liquidation or other permanent situation preventing the General Partner from acting as General Partner of the Fund, the Fund will not be dissolved and liquidated automatically, provided that an administrator, (who may, but need not, be a Shareholder of the Fund), is appointed by the AIFM or the Investment Adviser to carry out the necessary administration of the Fund, until a general meeting of Shareholders is held, which such administrator will convene within 10 days of its appointment. Subject to the conditions applying to amendments of these Articles under Article 28 (Amendments to the Articles of Incorporation) and without the requirement for consent of the General Partner, the Shareholders may approve the appointment of a successor general partner (the "Successor General Partner") subject to the approval of such Successor General Partner by the CSSF. If a Successor General Partner is not appointed within 90 days of the General Partner ceasing to act as general partner of the Fund, the Fund will be dissolved and liquidated.

The General Partner may also be removed and replaced in the circumstances as described in article 4 (Management and Supervision of the Fund) of the By-Laws.

Art. 17. Specific Actions by the General Partner.

(a) Subject to the contrary, the General Partner is authorised to execute, sign, seal and deliver in the name and on behalf of the Fund any and all agreements, certificates, instruments or other documents necessary to carry out the functions of the Fund under these Articles.

(b) The General Partner may, in its sole discretion, enter into, terminate or approve any modifications or amendments of, any service, advisory, management or other agreement entered into in the name and on behalf of the Fund, including without limitation any agreement concerning the appointment of an Alternative Investment Fund Manager.

(c) Any documentation, analysis, data or other information gathered or produced by the General Partner in connection with the management of the Fund shall become the property of the General Partner.

Art. 18. Representation of the Fund. The Fund is validly bound by the sole signature of the General Partner, acting through one or more duly authorised signatories, as designated by the General Partner in its sole discretion or by the signature(s) of any other person(s) to whom signatory power has been delegated by the General Partner, within the limits of such power.

Art. 19. Indemnification.

(a) The Fund shall, to the fullest extent permitted by applicable law, indemnify and hold harmless each Covered Person from and against any and all claims, demands, liabilities, costs, expenses, damages, losses, suits, proceedings and actions, whether judicial, administrative, investigative or otherwise, of whatever nature, liquidated or unliquidated ("Claims"), that may accrue to or be incurred by any Covered Person, or in which any Covered Person may become involved, as a party or otherwise, or with which any Covered Person may be threatened, relating to or arising out of the investment or other activities of the Fund, activities undertaken in connection with the Fund, or otherwise relating to or arising out of these Articles or the Prospectus, including amounts paid in satisfaction of judgements, in compromise or as fines or penalties, and counsel fees and expenses incurred in connection with the preparation for or defence or disposition of any investigation, action, suit, arbitration or other proceeding (a "Proceeding"), whether civil or criminal (all of such Claims, amounts and expenses referred to in this Article 19 (Indemnification) are referred to collectively as "Damages"), except to the extent that such Damages were directly caused by Disabling Conduct of such Covered Person.

For purposes of this Article 19 (Indemnification):

(i) "Covered Person" shall mean the General Partner, the AIFM, the Investment Adviser and each of their respective Affiliates; each of the current and former shareholders, officers, directors, employees, partners, members, managers and agents of any of the General Partner, the AIFM, the Investment Adviser and each of their respective Affiliates; and any other person designated by the General Partner as a Covered Person who serves at the request of the General Partner on behalf of the Fund as an officer, director, employee, partner, member or agent of any other person that is an Affiliate of the General Partner or the Fund.

(ii) "Disabling Conduct" shall mean an act or omission by such person constituting gross negligence, fraud, wilful misconduct or bad faith.

(b) Any person seeking indemnification under this Article 19 (Indemnification) shall use reasonable efforts to seek indemnification for any Damages from any insurance company or other third party from whom indemnification may be sought, prior to seeking indemnification from the Fund. Any such indemnification shall reduce the amount to which such person is entitled pursuant to this Article 19 (Indemnification). If any Covered Person recovers any amounts in respect of any Damages from any insurance company or other third party, such Covered Person shall, to the extent that such recovery is duplicative of any amounts previously paid to it by the Fund under this Article 19 (Indemnification) in respect of such Damages, repay such amounts to the Fund.

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

(d) Promptly after receipt by a Covered Person of notice of the commencement of any Proceeding, such Covered Person shall, if a claim for indemnification in respect thereof is to be made against the Fund, give written notice to the Fund of the commencement of such Proceeding, provided that the failure of any Covered Person to give such notice as provided herein shall not relieve the Fund of its obligations under this Article 19 (Indemnification), except to the extent that the Fund is actually prejudiced by such failure to give such notice.

If any such Proceeding is brought against a Covered Person (other than a derivative suit in right of the Fund), the Fund will be entitled to participate in and to assume the defence thereof to the extent that the Fund may wish, with counsel reasonably satisfactory to such Covered Person.

After notice from the Fund to such Covered Person of the Fund's election to assume the defence of such Proceeding, the Fund will not be liable for expenses subsequently incurred by such Covered Person in connection with the defence thereof.

The Fund will not consent to entry of any judgement or enter into any settlement of such Proceeding that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Covered Person of a release from all liability in respect to such Proceeding and the related Claim.

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

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

Art. 20. Conflicts of Interest.

(a) No contract or other transaction between the Fund and any other entity shall be affected or invalidated by the fact that the General Partner, the AIFM, the Investment Adviser or any other director or officer of the General Partner, the

AIFM or the Investment Adviser is interested in, or is a director, associate, officer, shareholder, partner, member or employee of such other entity.

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

(c) By acquiring, or subscribing for, a Share in the Fund, each Shareholder will be deemed to have acknowledged the existence of any actual and potential conflicts of interest referred to in this Article and the Prospectus, including sections in the Prospectus entitled "Risk Factors" and "Conflicts of Interest".

Art. 21. Depositary. The Fund will enter into a depositary and paying agent agreement with a Luxembourg entity (the "Depositary") which meets the requirements of the Luxembourg laws including without limitation the 2007 Law and where applicable the AIFM Law.

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

The General Partner is authorised to grant the Depositary a discharge of its liability, except to the extent that such discharge is prohibited by any applicable laws and regulations. The General Partner is additionally and specifically authorised to discharge the Depositary of its liability in circumstances where the law of a third country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in point (d)(ii) of the second paragraph of Article 19(11) of the AIFM Law..

Information regarding any discharge by the Depositary of its liability, as well as any material change to this information, may be disclosed or made available to Investors in, via and/or at any of the Information Means listed in Article 30 of these Articles; it being understood that availability or disclosure of any information regarding discharge by the Depositary of its liability may be restricted to the fullest extent authorised by applicable laws and regulations.

Art. 22. Registrar and Central Administration Agent. The Fund will enter into a registrar and central administration agent agreement with a Luxembourg bank (the "Registrar and Central Administration Agent") which meets the requirements of the Luxembourg laws and the 2007 Law.

In the performance of its duties, the Registrar and Central Administration Agent must act independently and exclusively in the interest of the Shareholders.

Art. 23. Independent Auditor. The business of the Fund and its financial situation, in particular its books and accounts, shall be reviewed by an independent auditor ("réviseur d'entreprise agréé"), who need not be a shareholder and who shall carry out its duties prescribed by the 2007 Law. The independent auditor will be elected by the general meeting of Shareholders for a period not exceeding six (6) years, and will hold office until its successor is elected. The independent auditor is re-eligible and may be removed at any time, with or without cause, by a resolution adopted by the general meeting of Shareholders.

Art. 24. General Meeting of Shareholders. The general meeting of Shareholders shall be a meeting which all Shareholders of the Fund may attend.

Meetings may also be held of the Shareholders of any one or more Compartment or of any one or more Class of Shares in circumstances where the rights of the Shareholders in such Compartment or the rights of the Shareholders of such Classes of Shares only may be changed as a result of the resolutions. The general meeting of holders of Shares of a Compartment or Class acting by way of simple majority, may consolidate or split the Shares of such Compartment or Class.

Any resolution of a general meeting of Shareholders convened for purposes of deciding upon a proposed amendment to these Articles must be passed in accordance with the provisions of article 7.3 (Shareholders' Decisions) of the By-Laws and Article 28 (Amendments to the Articles of Incorporation) below.

Meetings of Shareholders of the Fund shall be held when convened by the General Partner.

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

The annual general meeting of the Fund shall be held at the registered office of the Fund or at such other place as may be specified in the convening notice sent by the General Partner, on 30 June. If such day is not a Business Day, the meeting will be held on the following Business Day.

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

Shareholders may act either in person or by giving a written proxy to another person who need not be a Shareholder of the Fund.

Any Shareholder may participate in a meeting of the Shareholders by conference call, video conference, or similar means of communications equipment subject to (i) identification of the Shareholders attending the meeting, (ii) all persons

participating in the meeting being able to hear and speak to each other, (iii) the adequate transmission of the meeting and (iv) the Shareholders being able to properly deliberate. Participation in a meeting by such means shall constitute presence of such person at such meeting.

Art. 25. Financial Year. The Fund's financial year commences on 1 April of each year and ends on 31 March of the following year.

Art. 26. Annual Report. The Fund shall prepare and publish (i) an audited annual report within a period of six (6) months from the end of each financial year and (ii) interim reports in accordance with the Prospectus.

Art. 27. Distributions. The right to distributions under any form (including any distribution of dividends, proceeds, reimbursement or compulsory redemption of Shares) of Shares is determined by the General Partner in accordance with the Prospectus. No distribution of any proceeds can take place if, subsequent to such distribution, the share capital of the Fund would fall below one million two hundred fifty thousand euro (EUR 1,250,000).

In addition, the General Partner reserves the right to recall distributions made to the Shareholders under the conditions disclosed in the Prospectus.

All dividend payments and repayments of share capital made under the Shares shall be made free and clear of, and without any withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Luxembourg or any other jurisdiction, or any political subdivision or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law or an agreement entered into with a taxing authority. For the avoidance of doubt, the Fund shall not be required to gross up any payments made to the Shareholder and shall withhold or deduct from any such payments any amounts for or on account of tax where so required by law or an agreement entered into with a taxing authority.

Art. 28. Amendments to the Articles of Incorporation. Amendments to the Articles may be effected by the approval of Shareholders acting by way of a majority of at least two thirds of the votes cast during the meeting and the approval of the General Partner (unless otherwise provided herein). The quorum for a general meeting of Shareholders to approve such amendments is Shareholders representing at least 50 per cent. of the share capital of the Fund. If the first meeting of Shareholders is inquorate, a second meeting may be held without any quorum requirements.

Art. 29. Preferential treatment of Investors. Any Investor may be accorded a Preferential Treatment, or a right to obtain a Preferential Treatment subject to, and in compliance with the conditions set forth in, applicable laws and regulations.

A Preferential Treatment may consist of (i) the diminution or removal of any applicable fees, (ii) the partial or total reimbursement or rebate of certain fees and/or charges, (iii) preferential terms applicable to any subscription, redemption or transfer of shares, (iv) the ability to avoid investment in, or exposure to, certain assets, liabilities or counterparties, (v) access to, or increased transparency of, information related to certain aspects of the Fund's portfolio or of the Fund's or its AIFM's management or activities (whether past, present and/or future) in general, (vi) preferential terms in relation to any distribution (whether of dividends, carried interests, liquidation proceeds or of any other amount that may be distributed by the Fund to Investors), (vii) certain preferential terms and rights (including veto) in relation to the appointment or removal of members of any advisory committee created in respect of a Compartment, (ix) a right to veto, to postpone or to provide other rights in respect of certain decisions or resolutions, (x) a "most favoured nation" (or similar) right, or (xi) any other advantage, benefit or privilege that is not inconsistent with these Articles or with applicable laws and regulations and that may be determined from time to time by, and in the discretion of, the Fund and/or the AIFM.

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

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

Unless otherwise provided to the contrary or required by applicable laws or regulations, the existence or introduction of a Preferential Treatment or the fact that one or more Investors have been accorded a Preferential Treatment does not create a right in favour of any other Investor to claim for its benefit such a Preferential Treatment, even if, in relation to this Investor, all the criteria and features on which is based the relevant Preferential Treatment are met.

Whenever the AIFM grants a Preferential Treatment to an Investor, a description of that Preferential Treatment, the type of Investors who obtain such preferential treatment and, where relevant, their legal or economic links with the Fund or its AIFM, as well as any material change to this information, may be disclosed or made available to Investors in, via

and/or at any of the Information Means listed in Article 30 of these Articles; it being understood that availability or disclosure of any information regarding Preferential Treatment may be restricted to the largest extent authorised by applicable laws and regulations.

Art. 30. Investor's information. Any information or document that the Fund or its AIFM must or wishes to disclose or be made available to some or all of the Investors shall be validly disclosed or made available to any of the concerned Investors in, via and/or at any of the following Information Means: (i) the Fund's Prospectus, offering or marketing documentation, (ii) subscription or transfer form, (iii) any statement or confirmation in any other form sent to the relevant Investors, (iv) letter, telecopy, e-mail or any type of notice or message (including verbal notice or message), (v) publication in the (electronic or printed) press, (vi) the Fund's periodic reports, (vii) the Fund's, AIFM's or any third party's registered office, (viii) a third-party, (ix) internet/a website (as the case may be subject to password or other limitations) and (x) any other means or medium to be freely determined from time to time by the Fund or its AIFM to the extent that such means or medium comply and remain consistent with these Articles and applicable Luxembourg laws and regulations.

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

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

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

Art. 31. Dissolution of the Fund. The Shareholders may elect to dissolve the Fund and to put the Fund into liquidation in accordance with Article 28 (Amendments to the Articles of Incorporation) above subject to the General Partner's consent. In that case Shareholders shall appoint one or more liquidators in charge of the liquidation procedure in compliance with the SIF Law and the Articles. The liquidator(s) must be approved by the CSSF. The General Partner may be appointed as liquidator.

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

Art. 32. Applicable Law. All matters not governed by these Articles shall be determined in accordance with the 1915 Law and the 2007 Law, as such laws may be amended from time to time.

Art. 33. Liquidation of Compartments. Compartments may be established for a limited period as specified in the Prospectus.

If the net assets of any Compartment or Class fall below or do not reach an amount determined by the General Partner to be the minimum level for such Compartment or such Class to be operated in an economically efficient manner or if a change in the economic or political situation relating to the Compartment or Class concerned justifies it, the General Partner has the discretionary power to liquidate such Compartment or Class by compulsory redemption of shares of such Compartment or Class at the Net Asset Value per Share determined as at the date at which such a decision shall become effective. The decision to liquidate will be mailed to the Shareholders concerned prior to the effective date of the liquidation.

Notwithstanding the powers conferred on the General Partner by the preceding paragraph, a general meeting of Shareholders of any Compartment or Class may, upon proposal from the General Partner and with its approval, redeem all the Shares of such Compartment or Class. There shall be no quorum requirements for such a general meeting of Shareholders at which resolutions shall be adopted by simple majority of the votes cast.

Liquidation proceeds which could not be distributed to the relevant Shareholders upon the conclusion of the liquidation of a Compartment or Class will be deposited with the Caisse de Consignation to be held for the benefit of the relevant Shareholders. Amounts not claimed will be forfeited in accordance with Luxembourg Law.

Any distribution resulting of the foregoing shall be made and processed in accordance with the relevant provisions set out in the Prospectus.

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

148797

Expenses

The costs, expenses, remunerations or charges in any form whatsoever which shall be borne by the Fund are estimated at EUR 2,000.-.

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

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

This deed having been read to the persons appearing, all of whom are known to the notary by their surnames, first names, civil status and residence, the said persons appearing, signed together with us, the notary, the present deed.

Signé: G. BOONE, A. KAHN, F. SENDEGEYA et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 26 août 2014. Relation: LAC/2014/39764. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 16 septembre 2014.

Référence de publication: 2014144172/1273.

(140164386) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 septembre 2014.

Marketfinder.lu S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-3378 Livange, 1, rue de Turi.

R.C.S. Luxembourg B 183.884.

L'an deux mil quatorze, le dix-huit août.

Pardevant Maître Henri HELLINCKX, notaire de résidence à Luxembourg.

ONT COMPARU:

1. Monsieur Arnaud PELLEGRINI, Administrateur, né le 6 juillet 1977 à Thionville (France), demeurant 20 chemin de METZ, F-57640 SERVIGNY LES STE BARBE.

2. Monsieur Cédric VOZ, CIO, né le 15 septembre 1984 à Malmedy (Belgique), demeurant à L-4937 Hautcharage, 13, rue de la Libération,

3. Monsieur François-Régis AUER, CCO, né le 29 septembre 1973 à Metz (France), demeurant 16, rue d'Orceval, F-57420 VERNY.

Lesquelles parties comparantes ont requis le notaire instrumentant d'acter ce qui suit:

- Qu'ils sont les seuls associés actuels de la société Marketfinder.lu S.à r.l., société à responsabilité limitée, avec siège social à L-8271 Kehlen, 2A, Juddegaass, constituée suivant acte reçu par Maître Carlo Wersandt, notaire de résidence à Luxembourg, en remplacement du notaire instrumentant, en date du 13 janvier 2014, publié au Mémorial, Recueil des Sociétés et Associations C numéro 775 du 26 mars 2014.

- Qu'ils ont pris la résolution suivante:

Résolution unique

Les associés décident de transférer le siège social à L-3378 Livange, 1, rue de Turi de sorte que le premier alinéa de l'article 5 des statuts aura désormais la teneur suivante comme suit:

«Le siège social est établi à Livange.»

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

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

Et après lecture faite et interprétation donnée aux comparants, ceux-ci ont signé le présent acte avec le notaire.

Signé: A. PELLEGRINI, C. VOZ, F.-R. AUER et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 22 août 2014. Relation: LAC/2014/39429. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 16 septembre 2014.

Référence de publication: 2014144283/35.

(140163923) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 septembre 2014.

Phone Clue, Société à responsabilité limitée.

Siège social: L-5471 Wellenstein, 59, rue de Remich.

R.C.S. Luxembourg B 190.108.

—
STATUTEN

Im Jahre zwei tausend vierzehn.

Den fünften September.

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

IST ERSCIENEN:

Herr Robel HAILE, Geschäftsmann, geboren in Freiburg im Breisgau (Deutschland), am 5. April 1985, wohnhaft in L-5471 Wellenstein 59, rue de Remich.

Welcher Komparent 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 "Phone Clue", Gesellschaft mit beschränkter Haftung.

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

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

Art. 4. Zweck der Gesellschaft ist die Ausübung jeglicher kommerziellen Aktivitäten, welche im Einklang mit den Bestimmungen des Gesetzes vom 2. September 2011 zur Zugangsregelung zu den Berufen des Handwerks, des Handels, der Industrie sowie zu verschiedenen freien Berufen sind.

Im Rahmen ihrer Tätigkeit kann die Gesellschaft in Hypothekeneintragungen einwilligen, Darlehen aufnehmen, mit oder ohne Garantie, und für andere Personen oder Gesellschaften Bürgschaften leisten, unter Vorbehalt der diesbezüglichen gesetzlichen Bestimmungen.

Die Gesellschaft kann außerdem alle anderen Operationen kommerzieller, industrieller, finanzieller, mobiliarer und immobilärer Art, welche sich direkt oder indirekt auf den Gesellschaftszweck beziehen oder denselben fördern, ausführen.

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

Titel II. Gesellschaftskapital, Anteile

Art. 6. Das Gesellschaftskapital beträgt ZWÖLF TAUSEND FÜNF HUNDERT EURO (€ 12.500.-), aufgeteilt in EIN HUNDERT (100) Anteile von je EIN HUNDERT FÜNFUNDZWANZIG EURO (€ 125.-), alle zugeteilt Herrn Robel HAILE, Geschäftsmann, wohnhaft in L- 5471 Wellenstein 59, rue de Remich.

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 Geschäftsführern 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 Geschäftsanteile 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 endigt 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 (€ 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

Der Komparent erklärt, dass der unterfertigte Notar ihm Kenntnis gegeben hat davon, dass die Gesellschaft erst nach Erhalt der Handelsermächtigung ihre Aktivitäten aufnehmen kann.

Generalversammlung

Sofort nach der Gründung, hat der alleinige Gesellschafter folgende Beschlüsse gefasst:

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

Herr Robel HAILE geboren in Freiburg im Breisgau (Deutschland), am 5. April 1985, wohnhaft in L- 5471 Wellenstein 59, rue de Remich.

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- 5471 Wellenstein 59, rue de Remich.

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

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

Signé: R. HAILE, Henri BECK.

Enregistré à Echternach, le 08 septembre 2014. Relation: ECH/2014/1625. 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: 2014143653/137.

(140162727) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 septembre 2014.

R. Van Heghe & Cie, Société en Commandite simple.

Siège social: L-4740 Pétange, 5, rue Prince Jean.

R.C.S. Luxembourg B 136.863.

DISSOLUTION

Extrait du Rapport de l'Assemblée générale extraordinaire des associés de R. Van Heghe & Cie

L'assemblée des associés est tenue, extraordinairement, au siège social en date du 22 septembre 2014 à 11 heures.

Résolutions

1. L'Assemblée approuve la liquidation volontaire de la société R. Van Heghe & Cie avec effet au 31/08/2014.

Au 31/08/2014, la société est donc dissoute et liquidée.

2. L'Assemblée approuve que les livres comptables et documents sociaux de la société seront conservés à l'adresse suivante: 5, rue Prince Jean L-4740 Pétange et ce pour une durée minimale de cinq ans.

Toutes les résolutions sont prises à l'unanimité des voix.

Tous les points de l'ordre du jour ayant été traités, la séance est levée à 12 heures après signature du présent procès-verbal par les membres du bureau.

Robin Van Heghe / Marie-Rose Coucke.

Référence de publication: 2014146937/19.

(140167252) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.