SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

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Luxembourg

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des Großherzogtums
Luxemburg

RECUEIL DES SOCIETES 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° 3151 **29 octobre 2014**

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Infinilux S.A., Société Anonyme.

Siège social: L-1260 Luxembourg, 5, rue de Bonnevoie.

R.C.S. Luxembourg B 164.230.

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.

INFINILUX S.A.

Référence de publication: 2014148873/10.

(140169594) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

HIP Oils S.àr.l., Société à responsabilité limitée.

Capital social: USD 26.445,00.

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

R.C.S. Luxembourg B 144.242.

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

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

Luxembourg, le 25 septembre 2014.

Référence de publication: 2014148860/10.

(140170185) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

International Campus Darmstadt S.à r.l., Société à responsabilité limitée.

Siège social: L-2453 Luxembourg, 19, rue Eugène Ruppert.

R.C.S. Luxembourg B 180.575.

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.

International Campus Darmstadt S.àr.l.
Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014148878/11.

(140170033) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

International Campus Hannover S.à r.l., Société à responsabilité limitée.

Siège social: L-2453 Luxembourg, 19, rue Eugène Ruppert.

R.C.S. Luxembourg B 182.223.

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

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

International Campus Hannover S.àr.l.
Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014148879/11.

(140170027) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Hamer S.A., Société Anonyme.

Siège social: L-4410 Soleuvre, Zone Um Woeller.

R.C.S. Luxembourg B 53.727.

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.

Itzig, le 25 septembre 2014.

Pour HAMER S.A.
FIDUCIAIRE EVERARD - KLEIN S.A R.L.

Référence de publication: 2014148851/12.

(140169918) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Immo Guillaume Schneider S.A., Société Anonyme.

Siège social: L-2522 Luxembourg, 12, rue Guillaume Schneider.

R.C.S. Luxembourg B 124.042.

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

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

Luxembourg, le 25 septembre 2014.

Référence de publication: 2014148890/10.

(140169550) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

GSO Coastline Credit (Luxembourg) Partners S.à r.l., Société à responsabilité limitée.

Capital social: EUR 20.000,00.

Siège social: L-2310 Luxembourg, 16, avenue Pasteur.

R.C.S. Luxembourg B 183.276.

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

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

Luxembourg, le 25 septembre 2014.

Référence de publication: 2014148845/10.

(140170099) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Global Returns Fund, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 143.384.

Les comptes annuels au 31 mars 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.

Pour Global Returns Fund
Caceis Bank Luxembourg

Référence de publication: 2014148818/11.

(140170046) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Greenwald, Société Anonyme.

Siège social: L-1836 Luxembourg, 23, rue Jean Jaurès.

R.C.S. Luxembourg B 165.585.

La version abrégé des comptes annuels au 31 décembre 2012 a été déposée au registre de commerce et des sociétés de Luxembourg.

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

Dandois & Meynial

Référence de publication: 2014148821/11.

(140169525) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

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

Capital social: EUR 12.959.085,00.

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

R.C.S. Luxembourg B 152.063.

EXTRAIT

L'adresse de l'Associé Thomas Volk a changé et est à présent au 11 Zanderstrasse, D-82266 Inning, Allemagne.

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

Luxembourg.

Référence de publication: 2014148940/12.

(140169965) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

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Hypo European S.A., Société Anonyme.

Siège social: L-8017 Strassen, 18, rue de la Chapelle.

R.C.S. Luxembourg B 102.723.

Les comptes annuels au 31.12.13 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: 2014148864/9.

(140169410) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Immobilière Stoffel S.àr.l., Société à responsabilité limitée.

Siège social: L-7339 Steinsel, 21, rue des Vergers.

R.C.S. Luxembourg B 80.755.

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.

Référence de publication: 2014148867/9.

(140170077) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Harden S.A., Société Anonyme.

R.C.S. Luxembourg B 29.786.

En date du 19 septembre 2014, Fiduciaire Continentale S.A. a dénoncé avec effet immédiat le siège de la société HARDEN S.A., RCS Luxembourg B 29 786, en ses bureaux sis 16, Allée Marconi, L-2120 Luxembourg. Par conséquent, la convention de domiciliation conclue entre la société HARDEN S.A. et Fiduciaire Continentale S.A. a été résiliée.

Pour extrait conforme
Signature

Référence de publication: 2014148854/11.

(140169482) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

La Flandre de Participation S.A., Société Anonyme.

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

R.C.S. Luxembourg B 55.232.

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.

LA FLANDRE DE PARTICIPATION S.A.
Ch. FRANCOIS / F. DUMONT
Administrateur / Administrateur et Président du conseil d'administration

Référence de publication: 2014148944/12.

(140169287) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

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

Siège social: L-8041 Strassen, 80, rue des Romains.

R.C.S. Luxembourg B 80.483.

CLÔTURE DE LIQUIDATION

L'assemblée générale du 19 septembre 2014 a pris la résolution suivante:

L'assemblée prononce la clôture de la liquidation et déclare que la société anonyme HOPPER INTERNATIONAL S.A. HOLDING SPF, en liquidation volontaire, a définitivement cessé d'exister, même pour les besoins de la liquidation. Les livres et les documents sociaux seront conservés au dernier siège de la société pendant cinq ans.

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

Référence de publication: 2014148861/13.

(140169820) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

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Tartaros Investment Partners S. à r. l., Société à responsabilité limitée.

Siège social: L-1470 Luxembourg, 7, route d'Esch.

R.C.S. Luxembourg B 142.416.

Le bilan et l'annexe légale de l'exercice au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2014149168/10.

(140169447) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Urmet International S.A., Société Anonyme.

Siège social: L-2450 Luxembourg, 15, boulevard Roosevelt.

R.C.S. Luxembourg B 168.150.

Les comptes annuels au 31.12.2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 25 septembre 2014.

FIDUCIAIRE FERNAND FABER

Signature

Référence de publication: 2014149186/12.

(140169958) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

IFC S.A., Société Anonyme.

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

R.C.S. Luxembourg B 176.491.

Extrait de l'Assemblée Générale Extraordinaire en date du 25 septembre 2014

Suivant une décision de l'Assemblée Générale Extraordinaire de associé unique du 25.09.2014 de la société IFC S.A. il à été décidé:

Révocation de Madame Kristine Vanaga-Mihailova, comme administrateur de catégorie B avec effet du 14.05.2014;

et nomination de Monsieur Gareth Stuart Pugh, Royaume-Uni, née le 7 juin 1970 à Edinburgh, Royaume-Uni, adresse professionnelle 4, Rue Jean Engling, L-1466, Luxembourg, comme administrateur de catégorie B avec effet du 15.05.2014 jusqu'à l'Assemblée Générale Ordinaire de l'année 2020.

Luxembourg, le 25.09.2014.

Référence de publication: 2014148888/15.

(140169982) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Watling Private Equity S.A., Société Anonyme.

Siège social: L-2522 Luxembourg, 6, rue Guillaume Schneider.

R.C.S. Luxembourg B 136.498.

EXTRAIT

Il résulte de l'assemblée générale extraordinaire de la Société tenue en date du 25 septembre 2014 que

- La démission en date du 29 août 2014 de Monsieur Luc GERONDAL, en tant qu'administrateur de la Société, a été acceptée;

- La personne suivante a été nommée administrateur de la Société, avec effet au 29 août 2014 et ce jusqu'à l'assemblée générale qui statuera sur les comptes arrêtés au 31 décembre 2015:

* Mme Sandrine BISARO, née le 28 juin 1969 à Metz, France, résidant professionnellement au 16, avenue Pasteur L-2310 Luxembourg.

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

Luxembourg, le 25 septembre 2014.

Référence de publication: 2014149201/17.

(140169729) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

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Tanzanyte S.A., Société Anonyme.

Siège social: L-2343 Luxembourg, 1A, rue des Pommiers.

R.C.S. Luxembourg B 158.513.

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: 2014149167/9.

(140169984) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Teal Topco S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 166.011.

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: 2014149157/9.

(140170058) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 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.

RECTIFICATIF

Ce dépôt rectifie le dépôt n° L140167226 enregistré auprès du RCS en date du 22 septembre 2014.

Il convient de dire que l'adresse du siège social de la Société est: 5, avenue Gaston Diderich, L-1420 Luxembourg.

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

Pour VCJ Lease S.à r.l.

Référence de publication: 2014149193/13.

(140169801) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Vecotrade S.A., Société Anonyme.

Siège social: L-9990 Weiswampach, 8, Duarrefstrooss.

R.C.S. Luxembourg B 80.474.

Auszug aus dem Protokoll der Jahreshauptversammlung vom 3. Juni 2014

Die Jahreshauptversammlung nimmt die Adressenänderung des Verwaltungsratsmitgliedes, Frau Sabine MOUTSCHEN, zur Kenntnis. Frau MOUTSCHEN ist nunmehr wohnhaft in B-4780 SANKT-VITH, Emmels, Poststraße 45.

Es wurde u.a. beschlossen:

1) die Mandate der im Amt befindlichen Verwaltungsratsmitglieder für die Dauer von sechs Jahren bis zur Generalversammlung des Jahres 2020 zu verlängern, und zwar:

- Herr Jörg HILPISCH, Privatangestellter, wohnhaft in Waldstraße 15, D-56459 STOCKUM/PÜSCHEN Verwaltungsratsmitglied;
- Frau Astrid KÖNIGS, Privatangestellte, wohnhaft in Duarrefstrooss 14, L-9990 WEISWAMPACH, Verwaltungsratsmitglied;
- Frau Sabine MOUTSCHEN, Privatangestellte, wohnhaft in Emmels, Poststraße 45, B-4780 SANKT-VITH, Verwaltungsratsmitglied.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Weiswampach, den 24. September 2014.

Für VECOTRADE S.A., Aktiengesellschaft

FIDUNORD S.à r.l.

Référence de publication: 2014149194/23.

(140169326) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

Tecnic-Consult-Invest S.A., Société Anonyme.

Siège social: L-1370 Luxembourg, 16, Val Sainte Croix.

R.C.S. Luxembourg B 48.549.

Extrait des résolutions prises lors de l'Assemblée Générale Extraordinaire du 27 août 2014

L'Assemblée prolonge le mandat d'administrateur ainsi que celui d'administrateur-délégué de monsieur Robert ELVINGER demeurant à L-1370 Luxembourg, 16, val ste croix,. Les mandats prendront fin à l'issue de l'assemblée Générale qui se tiendra en 2015.

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

Pour extrait conforme

Référence de publication: 2014149172/13.

(140169635) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Versailles III Partners, Société à responsabilité limitée.

Capital social: EUR 75.000,00.

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

R.C.S. Luxembourg B 148.474.

Extrait des résolutions prises lors de la réunion du conseil d'administration tenue en date du 29 juillet 2014

Monsieur Gilles Petit avec adresse professionnelle au 23, Rue Evrard Ketten, L-1856 Luxembourg a démissionné de sa fonction de gérant avec effet immédiat.

Luxembourg, le 22 septembre 2014.

Pour extrait conforme

Pour la Société

Un mandataire

Référence de publication: 2014149189/15.

(140169906) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Visavis Editions S.A., Société Anonyme.

Siège social: L-4761 Pétange, 59, route de Luxembourg.

R.C.S. Luxembourg B 30.611.

Extrait du procès-verbal de l'assemblée générale ordinaire des actionnaires tenue à Petange en date du 2 juin 2014.

Il résulte dudit procès-verbal que la démission de la société «Conseils Comptables et Fiscaux SA» en tant que commissaire aux comptes a été acceptée.

L'assemblée a décidé de nommer la société «Société de Gestion Internationale SARL» en tant que nouveau commissaire aux comptes pour une durée de six ans.

Administrateur délégué:

Monsieur Pascal Wagner, employé privé

adresse professionnelle à L-4761 Pétange, 59, route de Luxembourg

Administrateurs:

Madame Wagner-Klein, employée privé

adresse professionnelle à L-4761 Pétange, 59, route de Luxembourg

Madame Myriam Mathieu, employée privée

adresse professionnelle à L-4761 Pétange, 59, route de Luxembourg

Commissaire aux comptes:

Société de Gestion Internationale SARL

L-4761 Pétange, 59 Route de Luxembourg

Pétange, le 2 juin 2014.

Pour la société

Signature

Référence de publication: 2014149198/26.

(140169584) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

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Tenneco Eastern European Holdings S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 155.105.

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Les comptes annuels au 30 novembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2014149158/9.

(140169767) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

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

Siège social: L-1882 Luxembourg, 5, rue Guillaume Kroll.

R.C.S. Luxembourg B 153.328.

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

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

Luxembourg, le 19 septembre 2014.

Référence de publication: 2014149147/10.

(140170120) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

WPA Fonds Partners S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2180 Luxembourg, 3, rue Jean Monnet.

R.C.S. Luxembourg B 186.789.

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Herr Markus Seel, 3, rue Jean Monnet L-2180, Luxemburg hat sein Mandat als Geschäftsführer der WPA Fonds Partners, S.à r.l mit Wirkung zum 21.09.2014 niedergelegt.

Der Geschäftsführerrat (Conseil de gérance) hat mit Beschluss vom 22. September 2014 Herrn Marco Brehm, Ringstraße 27, D-66557 Illingen, als Gérant de catégorie A der WPA Fonds Partners S.à r.l. mit sofortiger Wirkung und für unbestimmte Zeit bestellt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxembourg, den 22. September 2014.

WPA Fonds Partners, S.à r.l.

Der Geschäftsführerrat

Référence de publication: 2014149211/17.

(140169462) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Helix Offshore International S. à r.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

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

R.C.S. Luxembourg B 171.487.

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Extrait des décisions prises par le Conseil d'Administration en date du 10 juillet 2014

Le siège social de la société a été transféré de L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte à L-2453 Luxembourg, 6, rue Eugène Ruppert avec effet du 2 juin 2014.

Veuillez prendre note que l'adresse professionnelle de Monsieur Andrew O'Shea, Monsieur Douwe Terpstra et Monsieur Pietro Longo, gérants de classe B, se situe désormais au L-2453 Luxembourg, 6, rue Eugène Ruppert avec effet au 2 juin 2014.

Luxembourg, le 22 septembre 2014.

Pour extrait sincère et conforme

Pour Helix Offshore International S.à r.l.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014148169/18.

(140169167) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 septembre 2014.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

Green Capital S.A., Société Anonyme.

Siège social: L-4170 Esch-sur-Alzette, 100, boulevard J.F. Kennedy.

R.C.S. Luxembourg B 123.071.

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.

PINHEIRO Samantha.

Référence de publication: 2014148161/10.

(140168990) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 septembre 2014.

Kompass Wohnen Hellersdorf S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 154.816.

Veuillez prendre note que la dénomination de l'assocqiée unique de la société Kompass Wohnen Hellersdorf S.à r.l., KW S.à r.l., est désormais Magrath Holdings S.à r.l..

Luxembourg, le 25 septembre 2014.

Pour avis sincère et conforme

Pour Kompass Wohnen Hellersdorf S.à r.l.

Un mandataire

Référence de publication: 2014148927/13.

(140169993) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Immo-Agence Florida S.à r.l., Société à responsabilité limitée.

Siège social: L-3419 Dudelange, 26, rue Alphonse Benoit.

R.C.S. Luxembourg B 41.939.

LIQUIDATION JUDICIAIRE

Extrait

Par jugement du 15.11.2012, le tribunal d'arrondissement de et à Luxembourg siégeant en matière commerciale a déclaré dissoute et ordonné la liquidation de la société Immo-Agence Florida s.à.r.l, avec siège social à L-3419 Dudelange, 26, rue Alphonse Benoît.

Ce même jugement a nommé comme liquidateur Maître Kamilla LADKA, avocat à la Cour, demeurant à Luxembourg.

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

Me Kamilla LADKA.

Référence de publication: 2014148891/15.

(140167929) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Great Growth Investments (Lux) S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.

R.C.S. Luxembourg B 147.969.

EXTRAIT

En date du 5 septembre 2014, l'associé unique de la Société a pris les résolutions suivantes:

- Acceptation de la démission de M. Alan Botfield comme gérant B de la société avec effet immédiat;

- Nomination au poste de gérant B de Mme. Richel Van Weij, née le 12 mai 1970 à Marowijne (Pays-Bas) et avec adresse professionnelle au 15, rue Edward Steichen, L-2540 Luxembourg avec effet immédiat et pour une durée indéterminée;

Pour extrait conforme.

Luxembourg, le 5 septembre 2014.

Référence de publication: 2014147382/16.

(140168353) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 septembre 2014.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

Gare Immo S.A., Société Anonyme.

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

R.C.S. Luxembourg B 144.492.

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

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

Signature.

Référence de publication: 2014148807/10.

(140169446) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

GCPO Invest S.A., Société Anonyme.

Siège social: L-2146 Luxembourg, 63-65, rue de Merl.

R.C.S. Luxembourg B 95.299.

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

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

Signature.

Référence de publication: 2014148809/10.

(140169725) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Foncière de Bagan S.A., Société Anonyme.

Siège social: L-1724 Luxembourg, 29, boulevard du Prince Henri.

R.C.S. Luxembourg B 147.698.

Les comptes 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.

Signature.

Référence de publication: 2014148789/11.

(140169479) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

G.E. Credit Corporation S.A., Société Anonyme Soparfi.

Siège social: L-8041 Strassen, 65, rue des Romains.

R.C.S. Luxembourg B 23.225.

Les comptes annuels du 1 er janvier 2012 au 31 Décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2014148796/11.

(140169385) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

OCM Luxembourg OPPS Meats Holdings S.à r.l., Société à responsabilité limitée.

Siège social: L-2449 Luxembourg, 26A, boulevard Royal.

R.C.S. Luxembourg B 118.210.

Extrait des résolutions de l'Assemblée Générale Extraordinaire des Associés de la Société prises le 24 septembre 2014

L'Assemblée Générale Extraordinaire de la Société a décidé:

- D'accepter la démission de Jean-Pierre Baccus de son mandat de Gérant de la société avec effet au 24 septembre 2014.

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

Référence de publication: 2014149032/12.

(140169524) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Patron Lepo III S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.525,00.

Siège social: L-2310 Luxembourg, 6, avenue Pasteur.

R.C.S. Luxembourg B 123.340.

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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: 2014147616/10.

(140167970) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 septembre 2014.

Pentair Technical Products S.à r.l., Société à responsabilité limitée,
(anc. Pentair International Sàrl).

Siège social: L-2449 Luxembourg, 26, boulevard Royal.

R.C.S. Luxembourg B 80.928.

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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.

Référence de publication: 2014147619/10.

(140168041) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 septembre 2014.

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

Siège social: L-6776 Grevenmacher, 6-8, Op der Ahlkärrech.

R.C.S. Luxembourg B 187.947.

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Les statuts coordonnés de la société ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 23 septembre 2014.

Référence de publication: 2014147701/10.

(140168105) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 septembre 2014.

Advent OT (Luxembourg) S.à r.l., Société à responsabilité limitée.

Siège social: L-1222 Luxembourg, 2-4, rue Beck.

R.C.S. Luxembourg B 162.884.

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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.

Luxembourg, le 25 septembre 2014.

Référence de publication: 2014148520/10.

(140169750) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Onda Joven, Association sans but lucratif.

Siège social: L-3229 Bettembourg, 76, Cité du Soleil.

R.C.S. Luxembourg F 2.403.

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Extrait de l'Assemblée Générale du 25 juin 2014

Suite à un déménagement, la nouvelle adresse du siège social de l'association est:

Onda Jovem, A.s.b.l., 76, Cité du Soleil L-3229 Bettembourg

Luxembourg, le 3 juillet 2004.

ONDA JOVEM, A.s.b.l.
C. Ferreira
Président

Référence de publication: 2014149225/14.

(140168735) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 septembre 2014.

SERVICE CENTRAL DE LÉGISLATION
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P.F.I., Société Anonyme.

Siège social: L-3238 Bettembourg, 1, rue de l'Indépendance.

R.C.S. Luxembourg B 109.768.

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: 2014149044/9.

(140169619) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

Otivam, Société Anonyme - Société de Gestion de Patrimoine Familial.

Capital social: USD 45.000,00.

Siège social: L-1836 Luxembourg, 23, rue Jean Jaurès.

R.C.S. Luxembourg B 166.049.

La version abrégée des comptes annuels au 31 décembre 2012 a été déposée au registre de commerce et des sociétés de Luxembourg.

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

Dandois & Meynial

Référence de publication: 2014149043/11.

(140169526) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

AA - Iberian Venture Capital Invest S.A., Société Anonyme.

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

R.C.S. Luxembourg B 104.752.

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.

AA-IBERIAN VENTURE CAPITAL INVEST S.A.
Signatures
Administrateur / Administrateur

Référence de publication: 2014149284/12.

(140170352) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 septembre 2014.

Resolution IV Holdings S.à r.l., Société à responsabilité limitée.

Siège social: L-1420 Luxembourg, 15-17, avenue Gaston Diderich.

R.C.S. Luxembourg B 168.784.

EXTRAIT

Il est porté à la connaissance de, à qui de droit, que Resolution Real Estate Fund IV-TE, LP, un Limited Partnership anglais, un des associés de la Société, dûment représenté par son General Partner, Resolution IV General Partner Limited, avec adresse à La Rue Le Masurier, Le Masurier House, Jersey JE2 4YE. St Helier, a cédé une partie de ses parts sociales à Resolution Real Estate Fund IV-T, LP, un Limited Partnership anglais, également représenté par son General Partner Resolution IV General Partner Limited, avec adresse à La Rue Le Masurier, Le Masurier House, Jersey JE2 4YE. St Helier, en date du 18 août 2014 comme suit:

- 99 parts sociales ordinaires;
- 500 parts sociales de Classe A:
- 800 parts sociales de Classe B:
- 17,500 parts sociales de Classe C.

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

Le 23 Septembre 2014.

Pour la société
Le Gérant

Référence de publication: 2014149094/22.

(140170101) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 septembre 2014.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

St Denis Acquisition 2 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 500.000,00.

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.

R.C.S. Luxembourg B 187.833.

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

before Maître Edouard Delosch, notary, residing in Diekirch, Grand Duchy of Luxembourg,

there appeared:

St Denis Acquisition 1 S.à r.l., a private limited liability company (société à responsabilité limitée) established under the laws of the Grand Duchy of Luxembourg, having its registered office at 15, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 187.799 (hereafter, the "Shareholder"),

hereby represented by Me Nathalie STEFFEN, lawyer, residing professionally in Luxembourg, by virtue of a proxy given on 12 September 2014.

The said proxy signed ne varietur by the attorney and the undersigned notary shall remain attached to the present deed, in order to be recorded with it.

The Shareholder has requested the undersigned notary to record that the Shareholder is the sole shareholder of St Denis Acquisition 2 S.à r.l., a private limited liability company (société à responsabilité limitée) established under the laws of the Grand Duchy of Luxembourg, having its registered office at 15, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 187.799 and incorporated following a deed of the undersigned notary of 12 June 2014, published in the Mémorial C, Recueil des Sociétés et Associations number 2188 of 19 August 2014 (the.). The articles of incorporation of the Company have not yet been amended.

The Shareholder, represented as above mentioned, having recognized to be duly and fully informed of the resolutions to be taken on the basis of the following agenda:

Agenda

1. Increase of the corporate capital of the Company by an amount of four hundred eighty seven thousand five hundred euro (EUR 487,500) so as to raise it from its present amount of twelve thousand five hundred euro (EUR 12,500), to five hundred thousand euro (EUR 500,000) through the issue of four hundred eighty seven thousand five hundred (487,500) new shares, with a nominal value of one euro (EUR 1), having the same rights and privileges as the existing shares and to be fully subscribed by and issued to the Shareholder.

2. Amendment of paragraph one (1) of article five (5) of the articles of incorporation of the Company in order to reflect the foregoing capital increase.

3. Miscellaneous.

has requested the undersigned notary to record the following resolutions:

First resolution

The Shareholder resolved to increase the corporate capital of the Company by an amount of four hundred eighty seven thousand five hundred euro (EUR 487,500) so as to raise it from its present amount of twelve thousand five hundred euro (EUR 12,500), to five hundred thousand euro (EUR 500,000) through the issue of four hundred eighty seven thousand five hundred (487,500) new shares, with a nominal value of one euro (EUR 1), having the same rights and privileges as the existing shares.

Subscription - Payment

Thereupon appeared the Shareholder, represented as aforementioned,

by virtue of the aforementioned proxy.

The Shareholder declared to subscribe for the four hundred eighty seven thousand five hundred (487,500) new shares, at an aggregate issue price of four hundred eighty seven thousand five hundred euro (EUR 487,500), and to make payment in full so that the amount of four hundred eighty seven thousand five hundred euro (EUR 487,500) is at the disposal of the Company.

Proof of the payment has been given to the undersigned notary.

Second Resolution

The Shareholder resolved to amend paragraph one (1) of article five (5) of the articles of incorporation of the Company in order to reflect the above resolutions. Said paragraph will from now on read as follows:

Art. 5. (Paragraph 1). "The share capital is set at five hundred thousand euro (EUR 500,000) represented by five hundred thousand (500,000) shares. Each issued share has a nominal value of one euro (EUR 1) and is fully paid up."

Expenses

The expenses, costs, fees and charges of any kind which shall be borne by the Company as a result of the present deed are estimated at two thousand Euro (EUR 2,000.-).

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

Whereupon, the present deed was drawn up in Luxembourg by the undersigned notary, on the day referred to at the beginning of this document.

The document having been read to the appearing person, who is known to the undersigned notary by his surname, first name, civil status and residence, such person signed together with the undersigned notary, this original deed.

Suit la traduction française du texte qui précède:

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

par devant Maître Edouard Delosch, notaire de résidence à Diekirch, Grand-Duché de Luxembourg,

a comparu:

St Denis Acquisition 1 S.à r.l., une société à responsabilité limitée établie en vertu du droit luxembourgeois, ayant son siège social 15, rue Edward Steichen, L-2540 Luxembourg, Grand-Duché de Luxembourg et immatriculée auprès du Registre du Commerce et des Sociétés sous le numéro B 187.799 (ci-après, l'"Associé"),

représentée aux fins des présentes par Me Nathalie STEFFEN, demeurant professionnellement à Luxembourg, en vertu d'une procuration donnée le 12 septembre 2014.

La prédite procuration, signée ne varietur par le mandataire et le notaire instrumentant, restera annexée aux présentes avec lesquelles elle sera enregistrée.

L'Associé a requis le notaire instrumentant d'acter que l'Associé est le seul et unique associé de St Denis Acquisition 2 S.à r.l., une société à responsabilité limitée établie en vertu du droit luxembourgeois, ayant son siège social à 15, Rue Edward Steichen, L-2540 Luxembourg, Grand-Duché de Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés sous le numéro N 187.799 et constituée suivant acte du notaire instrumentant, en date du 12 juin 2014, publié au Mémorial C, Recueil des Sociétés et Associations numéro 2188 du 19 août 2014 (la "Société"). Les statuts de la Société n'ont pas encore été modifiés.

L'Associé, représenté comme indiqué ci-avant, reconnaissant avoir été dûment et pleinement informé des décisions à intervenir sur base de l'ordre du jour suivant:

Ordre du jour

1. Augmentation du capital social de la Société à concurrence de quatre cent quatre-vingt-sept mille cinq cents euros (EUR 487.500) pour le porter de son montant actuel de douze mille cinq cents euros (EUR 12.500) à un montant de cinq cent mille euros (EUR 500.000), par l'émission de quatre cent quatre-vingt-sept mille cinq cents (487.500) nouvelles parts sociales, ayant une valeur nominale d'un euro (EUR 1) chacune, pour un prix d'émission total de quatre cent quatre-vingt-sept mille cinq cents euros (EUR 487.500), à libérer entièrement et ayant les mêmes droits et obligations que les parts sociales existantes et à souscrire par et à émettre à l'Associé.

2. Modification du premier (1) paragraphe de l'article cinq (5) des statuts de la Société, afin de refléter l'augmentation de capital qui précède.

3. Divers.

a requis le notaire instrumentant d'acter les résolutions suivantes:

Première Résolution

L'Associé a décidé d'augmenter le capital social de la Société à concurrence de quatre cent quatre-vingt-sept mille cinq cents euros (EUR 487.500) pour le porter de son montant actuel de douze mille cinq cents euros (EUR 12.500) à un montant de cinq cent mille euros (EUR 500.000), par l'émission de quatre cent quatre-vingt-sept mille cinq cents (487.500) nouvelles parts sociales, ayant une valeur nominale d'un euro (EUR 1) chacune, pour un prix d'émission total de quatre cent quatre-vingt-sept mille cinq cents euros (EUR 487.500), à libérer entièrement et ayant les mêmes droits et obligations que les parts sociales existantes.

Souscription - Paiement

Ensuite, l'Associé, représenté comme précité, en vertu de la procuration précitée, a déclaré souscrire aux quatre cent quatre-vingt-sept mille cinq cents (487.500) nouvelles parts sociales à un prix d'émission total de quatre cent quatre-vingt-sept mille cinq cents euros (EUR 487.500) et de libérer intégralement la valeur nominale de ces parts sociales de sorte

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que le montant de quatre cent quatre-vingt-sept mille cinq cents euros (EUR 487.500) est à la libre disposition de la Société.

Preuve du paiement a été fournie au notaire instrumentant.

Deuxième Résolution

Suite à l'adoption des résolutions ci-dessus, l'Associé a décidé de modifier le premier (1) paragraphe de l'article cinq (5) afin de refléter les résolutions ci-dessus. Ledit article sera dorénavant rédigé comme suit:

Art. 5. (Paragraphe 1). «Le capital social de la Société est fixé à cinq cent mille euros (EUR 500.000) représenté par cinq cent mille (500.000) parts sociales. Chaque part sociale a une valeur nominale d'un euro (EUR 1) et est entièrement libérée.»

Frais

Les frais, dépenses, honoraires et charges de toute nature payable à la Société en raison du présente acte sont évalués à deux mille Euros (EUR 2.000,-).

Le notaire instrumentant qui comprend et parle l'anglais, déclare par la présente qu'à la demande des comparants ci-avant, le présent acte est rédigé en langue anglaise, suivi d'une version française, et qu'à la demande des mêmes comparants, en cas de divergences entre les texte anglais et le texte français, la version anglaise primera.

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

Lecture du présent acte faite et interprétation donnée aux comparants connus du notaire instrumentant par leurs noms, prénoms usuels, états et demeures, ils ont signé avec le notaire soussigné le présent acte.

Signé: N. STEFFEN, DELOSCH.

Enregistré à Diekirch, le 16 septembre 2014. Relation: DIE/2014/11502. Reçu soixante-quinze (75.-) euros.

Le Receveur (signé) pd: RECKEN.

Pour expédition conforme, délivrée aux fins de la publication au Mémorial C.

Diekirch, le 17 septembre 2014.

Référence de publication: 2014145752/131.

(140165318) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 septembre 2014.

Holdings Finans Luxembourg SOPARFI S.à r.l., Société à responsabilité limitée.

Siège social: L-1341 Luxembourg, 9, place de Clairefontaine.

R.C.S. Luxembourg B 190.261.

STATUTES

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

Before us Maître Jean SECKLER, notary, residing in Junglinster, Grand-Duchy of Luxembourg.

There appeared:

Mr Otto HALD, company director, born on 8 th December 1970 in Odense, Denmark, residing in Urb La zagaleta, Sector F, Parcela 54 E-29679 Benahavis (Spain),

here represented by Maître Helene MÜLLER-SCHWIERING, lawyer, professionally residing in L-1341 Luxembourg, 9, Place de Clairefontaine, by virtue of a proxy given under private seal.

Said proxy after having been signed "ne varietur" by the mandatory and the undersigned notary shall remain attached to the present deed to be filed at the same time with the registration authorities.

The appearing person, represented as stated above, announced the formation by him of a company with limited liability, governed by the relevant law and present articles.

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

Art. 2. The purpose of the Company is the carrying out of any commercial, industrial and financial operations, the investment in and development of real estate and movable property and the investment in participating interests, of either Luxembourg or foreign companies as well as the management, control and development of such participating interests. The Company may perform everything connected with the foregoing in the widest sense of the word and the conduct of any business in connection therewith.

Art. 3. The company will assume the denomination of "Holding Finans Luxenborg SOPAFI S.à r.l."

Art. 4. The registered office is established in the City of Luxembourg.

Art. 5. The company is established for an unlimited period of time.

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Art. 6. The company's corporate capital is fixed at twelve thousand five hundred Euro (12,500.- EUR) represented by one hundred and twenty five (125) founder shares with a nominal value of one hundred euro (EUR 100,-).

Art. 7. The shares may be transferred to other parties by a notarial deed or a written agreement.

Art. 8. The death, suspension of civil rights, insolvency or bankruptcy of one of the partners will not bring the company to an end.

Art. 9. Neither creditors nor heirs may for any reason create a charge on the assets or documents of the company.

Art. 10. The company is administered by one or several managers, not necessarily partners, appointed by the partners.

In dealing with third parties the manager or managers have extensive powers to act in the name of the company in all circumstances if the general meeting does not provide other disposition.

The Company may also appoint one or more persons, shareholders or not, as signing clerks or managers and fix their powers.

Art. 11. Every shareholder has the right to vote at the general meeting. Each share gives the right to one vote. Every shareholder has the right to appoint a special proxy who represents him at the general meetings of the shareholders.

The rights of the general meeting are exercised by the sole shareholder as long as the company only has one shareholder.

The decisions of the sole shareholder are laid down in writing in a register to be kept at the registered office of the company.

Art. 12. The manager or managers assume, by reason of their position, no personal liability in relation to commitment regularly made by them in the name of the company. They are simple authorised agents and are responsible only for the execution of their mandate.

Art. 13. The company's year commences on the first of January and ends on the thirty-first of December.

Art. 14. Each year on the thirty-first of December, the books are closed and the managers prepare an inventory including an indication of the value of the company's assets and liabilities.

Art. 15. Each partner may inspect the above inventory and balance sheet at the company's registered office.

Art. 16. The receipts stated in the annual inventory, after deduction of general expenses and amortisation represent the net profit.

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

Art. 17. The manager(s) may under the following conditions distribute interim dividends during the financial year:

a) A statement of accounts is made which provide sufficient funds for a distribution.

b) The amount of the interim dividend may not exceed the realised profit since the last approved financial statements, increased by the profits carried forward and the free reserves and decreased by the loss carried forward and the amounts which according to the law or the articles of incorporation have to be set aside for the reserves.

c) The decision of the managers to distribute an interim dividend must be taken within 2 Months after establishment of the statement of accounts referred to under a).

d) An interim dividend may not be distributed during the first 6 months after the end of the previous financial year and before the approval of the financial statements of the previous financial year. Only after a period of at least 3 months following a interim dividend payment the next interim dividend may be paid.

e) The managers shall according to their best knowledge and practice ensure that the amount of the interim dividend (s) do not exceed the amount of distributable funds available at the end of the accounting year even in case of a negative development of the assets of the company during the year. The managers shall immediately inform the shareholders if the amount of the interim dividend(s) at the end of the year due to unforeseeable circumstances exceeds the amount of distributable funds for the financial year and require the repayment of the interim dividend paid in surplus. The liability of the shareholders for the repayment of the dividend paid in excess is joint and several.

Art. 18. At the time of the winding up of the company the liquidation will be carried out by one or several liquidators, partners or not, appointed by the partners who will fix their powers and remuneration.

Art. 19. The partners will refer to legal provisions on all matters for which no specific provision is made in the articles. The undersigned notary states that the specific conditions of article 183 of company act law (Companies Act of 18.9.33) are satisfied.

Transitory Disposition

The first year will start from today and will end on December 31, 2014.

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Subscription and Payment

All the one hundred and twenty five (125) shares have been subscribed and fully paid up by Mr. Otto HALD, prenamed, so that the amount of twelve thousand five hundred Euro (12,500.- EUR) is at the disposal of the Company, as has been proved to the undersigned notary, who expressly acknowledges it.

Estimation of the costs

The parties estimate the value of formation expenses at approximately one thousand and fifty Euro.

Decisions of the sole shareholder

Immediately after the incorporation, the sole shareholder of the Company has herewith adopted the following resolutions:

1) Is appointed manager of the company for an unlimited period of time:

Mr Otto HALD, company director, born on 8 th December 1970 in Odense, Denmark, residing in Urb La zagaleta, Sector F, Parcela 54 E-29679 Benahavis (Spain)

The company is duly represented by the signature of the sole manager.

2) The registered office is established in L-1341 Luxembourg, 9, Place de Clairefontaine.

The undersigned notary who knows English, states herewith that on request of the appearing person, the present incorporation deed is worded in English, followed by a German version; on request of the same appearing persons and in case of divergences between the English and the German text, the English version will prevail.

Whereof the present notarial deed was drawn up at Junglinster on the day mentioned at the beginning of this document.

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

Es folgt die deutsche Übersetzung des vorstehenden Textes.

Im Jahre zwei tausend und vierzehn, den zwölften September.

Vor dem unterzeichneten Notar Jean SECKLER, mit dem Amtssitz in Junglinster, Grossherzogtum Luxemburg.

Ist erschienen:

Herr Otto HALD, Geschäftsführer, geboren am 8. Dezember 1970 in Odense, Dänemark, wohnhaft in Urb La zagaleta, Sector F, Parcela 54 E-29679 Benahavis (Spanien),

hier vertreten durch Maître Helene MÜLLER-SCHWIERING, Anwältin, beruflich wohnhaft in L-1341 Luxembourg, 9, Place de Clairefontaine, aufgrund einer privatschriftlichen ausgestelltem Vollmacht.

Welche Vollmacht, vom Bevollmächtigten und dem Notar "ne varietur" unterzeichnet, bleibt gegenwärtiger Urkunde als Anlage beigebogen um mit derselben einregistriert zu werden.

Der Komparent, vertreten wie hiervor erwähnt, ersuchte den Notar die Satzung einer zu gründenden Gesellschaft mit beschränkter Haftung wie folgt zu beurkunden:

Art. 1. Es besteht eine Gesellschaft mit beschränkter Haftung nach luxemburgischem Recht, welcher die diesbezügliche Gesetzgebung zu Grunde liegt.

Art. 2. Zweck der Gesellschaft ist die Durchführung handelsbezogener, industrieller und finanzieller Geschäfte jeder Art; alle mobiliaren und immobiliaren Geschäfte in Zusammenhang mit beweglichem oder unbeweglichem (Grund-) Vermögen; der Erwerb von Beteiligungen in jeglicher Form in anderen Gesellschaften und die Gewährung von Hilfeleistungen; Darlehen oder Sicherheiten sowie der Erwerb von und der Handel mit Eigentumsrechten, die der Erfüllung des Gesellschaftszweckes dienlich sind.

Art. 3. Die Gesellschaft führt die Bezeichnung..

Holding Finans Luxenborg SOPAFI S. à r. l.".

Art. 4. Der Sitz der Gesellschaft ist in Luxembourg-Stadt.

Art. 5. Die Gesellschaft wird auf unbestimmte Zeit gegründet.

Art. 6. Das Stammkapital der Gesellschaft beträgt zwölftausendfünfhundert Euro (12.500,- EUR) eingeteilt in einhundertfünfundzwanzig (125) Anteile mit einem Nennwert von je hundert Euro (100,- EUR).

Art. 7. Die Abtretung von Gesellschaftsanteilen wird durch ein privatschriftliches oder notarielles Schreiben festgestellt.

Art. 8. Die Gesellschaft wird nicht durch den Tod, die Insolvenz oder den Konkurs eines Gesellschafters aufgelöst.

Art. 9. Gläubiger, Berechtigte oder Erben können in keinem Fall einen Antrag auf Siegelanlegung am Firmeneigentum oder an den Firmenschriftstücken stellen.

Art. 10. Die Gesellschaft hat einen oder mehrere Geschäftsführer, welche nicht Gesellschafter sein müssen und welche von der Gesellschafterversammlung ernannt werden.

Falls die Gesellschafterversammlung nicht anders bestimmt, haben der oder die Geschäftsführer gegenüber Dritten die weitestgehenden Befugnisse um die Gesellschaft bei allen Geschäften zu vertreten welche im Rahmen ihres Gesellschaftszweckes liegen. Die Gesellschaft kann auch eine oder mehrere Personen, ob Gesellschafter oder nicht, zu Prokuristen oder Direktoren bestellen und deren Befugnisse festlegen.

Art. 11. 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 aufgrund einer Sondervollmacht vertreten lassen.

Solange die Gesellschaft nur aus einem Gesellschafter besteht, hat er die in der aussergewöhnlichen Generalversammlung festgelegten Rechte.

Die Entscheidungen des Gesellschafters sind in einem Register am Gesellschaftssitz aufzubewahren.

Art. 12. Bezüglich der Verbindlichkeiten der Gesellschaft gehen die Geschäftsführer keine persönlichen Verpflichtungen ein. Als Beauftragte sind sie nur für die Ausführung ihres Mandates verantwortlich.

Art. 13. Das Geschäftsjahr beginnt am ersten Januar und endet am einunddreißigsten Dezember jeden Jahres.

Art. 14. Am einunddreißigsten Dezember eines jeden Jahres werden die Konten abgeschlossen und die Geschäftsführer erstellen den Jahresabschluss in Form einer Bilanz nebst der Gewinn- und Verlustrechnung.

Art. 15. Jeder Gesellschafter kann am Gesellschaftssitz während der Geschäftszeit Einsicht in die Bilanz und in die Gewinn- und Verlustrechnung nehmen.

Art. 16. Der nach Abzug der Kosten, Abschreibungen und sonstigen Lasten verbleibende Betrag stellt den Nettogewinn dar.

Fünf Prozent dieses Gewinnes werden der gesetzlichen Reserve zugeführt bis diese zehn Prozent des Gesellschaftskapitals erreicht hat. Der verbleibende Betrag steht den Gesellschaftern zur freien Verfügung.

Art. 17. Die Geschäftsführer sind unter Einhaltung folgender Bedingungen befugt Zwischendividenden während des Jahres auszuschütten.

a) Es wird ein Rechnungsabschluß erstellt, welcher genügend Mittel für die Ausschüttung ausweist.

b) Der als Zwischendividende auszuschüttende Betrag kann nicht den Betrag übersteigen welcher als Ergebnis seit der letzten von der Gesellschafterversammlung gebilligten Bilanz erwirtschaftet wurde, erhöht um die Gewinnvorträge und der frei verfügbaren Reserven und gemindert um die Verlustvorträge und den Beträgen, die gemäß einer gesetzlichen oder satzungsmäßigen Bestimmung einer Reserve zuzuführen sind.

c) Der Beschluß der Geschäftsführer eine Zwischendividende auszuschütten muß innerhalb von 2 Monaten ab Erstellung des unter a) erwähnten Rechnungsabschlusses gefasst werden.

d) Die Ausschüttung einer Zwischendividende darf frühestens 6 Monate nach Ende des letzten Wirtschaftsjahres erfolgen und nur nach Billigung der Bilanzen des letzten Wirtschaftsjahres. Wenn bereits eine Zwischendividende ausgeschüttet wurde müssen wenigstens 3 Monate bis zur Ausschüttung der nächsten Zwischendividende vergehen.

e) Die Geschäftsführer sollen nach bestem Wissen und Gewissen dafür sorgen, dass die Zwischendividende durch eine spätere Wertentwicklung des Vermögens der Gesellschaft nicht den am Jahresende festgestellten ausschüttungsfähigen Betrag für das betreffende Geschäftsjahr übersteigt. Sollte die Zwischendividende wegen absolut unvorhergesehener Ereignisse den am Jahresende festgestellten ausschüttungsfähigen Betrag für das betreffende Geschäftsjahr dennoch übersteigen, haben sie dies den Gesellschaftern unverzüglich mitzuteilen und die Zwischendividende ganz oder teilweise zurückzufordern. Die Gesellschafter haften gemeinschaftlich für die Rückzahlung der zu viel ausgeschütteten Zwischendividende.

Art. 18. Im Falle der Auflösung der Gesellschaft wird die Liquidation von einem oder mehreren, von der Gesellschafterversammlung ernannten Liquidatoren, die keine Gesellschafter sein müssen, durchgeführt. Die Gesellschafterversammlung legt deren Befugnisse und Bezüge fest.

Art. 19. Für alle Punkte die nicht in dieser Satzung festgelegt sind, verweisen die Gründer auf die gesetzlichen Bestimmungen.

Übergangsbestimmung

Das erste Geschäftsjahr beginnt am heutigen Tage und endet am 31. Dezember 2014.

Zeichnung und Einzahlung

Alle einhundertfünfundzwanzig (125) Anteile wurden vollständig durch Herrn Otto HALD, vorgenannt, gezeichnet und vollständig eingezahlt, so daß die Summe von zwölftausendfünfhundert Euro (12.500,- EUR) der Gesellschaft zur Verfügung steht, wie dies dem amtierenden Notar nachgewiesen und von diesem ausdrücklich bestätigt wurde.

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Schätzung der Kosten

Die der Gesellschaft aus Anlaß ihrer Gründung entstehenden Kosten, Honorare und Auslagen werden auf eintausendfünfzig Euro abgeschätzt.

Beschlüsse des einzigen Gesellschafters

Sofort nach Gründung der Gesellschaft hat der Anteilinhaber folgende Beschlüsse gefaßt:

1) Es wird zum alleinigen Geschäftsführer auf unbestimmte Zeit ernannt:

Herr Otto HALD, Geschäftsführer, geboren am 8. Dezember 1970 in Odense, Dänemark, wohnhaft in Urb La zagaleta, Sector F, Parcela 54 E-29679 Benahavis (Spanien).

Die Gesellschaft wird rechtswirksam durch die alleinige Unterschrift des Geschäftsführers vertreten.

2) Sitz der Gesellschaft ist in L-1341 Luxembourg, 9, Place de Clairefontaine.

Der unterzeichnete Notar, der die englische Sprache beherrscht, erklärt hiermit auf Auftrag des Komparenten, dass diese Gründungsurkunde in Englisch verfasst wurde, gefolgt von einer deutschen Übersetzung; auf Antrag des Komparenten und im Fall von Abweichungen des englischen und des deutschen Textes ist die Englische Fassung massgebend.

Woraufhin diese notarielle Urkunde in Junglinster an dem zu Beginn erwähnten Tag erstellt wurde.

Nachdem die Urkunde dem Mandanten des Komparenten vorgelesen worden war, wurde sie von diesem und dem Notar unterzeichnet.

Gezeichnet: Helene MÜLLER-SCHWIERING, Jean SECKLER.

Enregistré à Grevenmacher, le 16 septembre 2014. Relation GRE/2014/3651. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): Claire PIERRET.

Référence de publication: 2014145545/201.

(140165759) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 septembre 2014.

Tarpet Holding S.A., Société Anonyme Soparfi.

Siège social: L-8070 Bertrange, 10B, rue des Mérovingiens.

R.C.S. Luxembourg B 80.373.

L'an deux mille quatorze,

le douze septembre.

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

s'est réunie

l'Assemblée Générale Extraordinaire (l'«Assemblée») des actionnaires de «TARPET HOLDING S.A.» (la «Société»), une société anonyme régie par le droit luxembourgeois, établie et ayant son siège social au 10B, rue des Mérovingiens, L-8070 Bertrange, constituée, suivant acte dressé par le notaire soussigné à la date du 08 janvier 2001, publié au Mémorial C, Recueil des Sociétés et Associations (le «Mémorial») numéro 718 du 04 septembre 2001, page 34423. La Société est inscrite au Registre de Commerce et des Sociétés de et à Luxembourg, section B sous le numéro 80 373.

Les statuts de la Société furent modifiés pour la dernière fois suivant acte dressé par le notaire soussigné en date du 21 janvier 2011, publié au Mémorial, le 1 er juin 2011, sous le numéro 1176 et page 56432.

L'Assemblée est déclarée ouverte sous la présidence de Madame Victoria WINAND, employée privée, avec adresse professionnelle à Bertrange (Luxembourg), le «Président»,

Le Président désigne comme secrétaire Madame Aline CLAUSE, employée privée, avec adresse professionnelle à Bertrange (Luxembourg).

L'Assemblée choisit comme scrutatrice Madame Valérie HOTTON, employée privée, avec adresse professionnelle à Bertrange (Luxembourg).

Les actionnaires présents ou représentés à la présente Assemblée ainsi que le nombre d'actions possédées par chacun d'eux ont été portés sur une liste de présence, signée par les actionnaires présents et par les mandataires de ceux représentés, et à laquelle liste de présence, dressée par les membres du bureau, les membres de l'assemblée déclarent se référer.

Ladite liste de présence, après avoir été signée «ne varietur» par les membres du bureau et le notaire instrumentant, restera annexée au présent acte avec lequel elle sera enregistrée.

Le Président expose et l'Assemblée constate:

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

Ordre du jour

1. - Décision de la mise en liquidation de la Société

2. - Nomination d'un liquidateur et détermination de ses pouvoirs.

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3. - Divers.

B) Que la présente assemblée réunissant l'intégralité du capital social actuellement fixé à DEUX CENT MILLE EUROS (200'000.- EUR) représenté par deux mille (2'000) actions ordinaires d'une valeur nominale de CENT EUROS (100.- EUR) chacune, est régulièrement constituée et peut délibérer valablement, telle qu'elle est constituée, sur les objets portés à l'ordre du jour.

C) Que l'intégralité du capital social étant représentée, il a pu être fait abstraction des convocations d'usage, les actionnaires présents ou représentés se reconnaissant dûment convoqués et déclarant par ailleurs avoir eu connaissance de l'ordre du jour qui leur a été communiqué au préalable.

Ensuite l'assemblée aborde l'ordre du jour et, après en avoir délibéré, prend à l'unanimité les résolutions suivantes:

Première résolution

L'Assemblée DECIDE la dissolution anticipée de la Société «TARPET HOLDING S.A.» prédésignée et prononce sa mise en liquidation à compter de ce jour.

Deuxième résolution

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

la société «DEALISLE LTD», une société régie par les lois du Royaume-Uni, établie et ayant son siège social au 41 Chalton Street, Londres NW1 1JD (Royaume-Uni).

Troisième résolution

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

- le liquidateur a les pouvoirs les plus étendus prévus par les articles 144 et suivants des lois coordonnées sur les sociétés commerciales, telles que modifiées.

- le liquidateur peut accomplir les actes prévus à l'article 145 sans avoir à recourir à l'autorisation de l'Assemblée Générale des Associés dans les cas où elle est requise.

- le liquidateur est dispensé de passer inventaire et peut s'en référer aux écritures de la société.

- le liquidateur peut, sous sa responsabilité, pour des opérations spéciales et déterminées, déléguer à un ou plusieurs mandataires telle partie de leurs pouvoirs qu'il détermine.

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

Dont procès-verbal, passé à Bertrange, Grand-Duché de Luxembourg, date qu'en tête des présentes.

Lecture du présent acte faite et interprétation donnée aux comparants connus du notaire instrumentaire par leurs noms, prénoms usuels, états et demeures, ils ont signé avec Nous notaire le présent acte.

Signé: V. WINAND, A. CLAUSE, V. HOTTON, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 15 septembre 2014. Relation: EAC/2014/12348. Reçu douze Euros (12.- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2014145818/67.

(140165401) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 septembre 2014.

Line2Line S.A., Société Anonyme.

Siège social: L-9970 Leithum, 2, Driicht.

R.C.S. Luxembourg B 96.415.

L'an deux mille quatorze, le seizième jour du mois de septembre.

Par devant Maître Edouard DELOSCH, notaire de résidence à Diekirch (Grand-Duché de Luxembourg).

Se réunit

une assemblée générale extraordinaire des actionnaires de la société anonyme «LINE2LINE», ayant son siège social à L-9970 Leithum, 2, Driicht, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 96.415, constituée par-devant Maître Urbain THOLL, notaire de résidence à Mersch, suivant acte reçu le 14 octobre 2003, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 1188 du 12 novembre 2003, et dont les statuts n'ont pas encore été modifiés depuis sa constitution (la "Société").

L'assemblée est présidée par Monsieur Christoph FANK, employé privé, demeurant professionnellement à Weiswampach.

Le président désigne comme secrétaire Madame Tessy BODEVING, employée privée, demeurant professionnellement à Diekirch.

L'assemblée choisit comme scrutateur Monsieur Christoph FANK, employé privé, demeurant professionnellement à Weiswampach.

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

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I. Que les actionnaires présents ou représentés, les mandataires des actionnaires représentés, ainsi que le nombre d'actions possédées par chacun d'eux, sont indiqués sur une liste de présence signée par les actionnaires présents, par les mandataires des actionnaires représentés, ainsi que par les membres du bureau et le notaire instrumentaire. Ladite liste de présence ainsi que les procurations des actionnaires représentés resteront annexées au présent acte pour être soumises avec lui aux formalités d'enregistrement.

II. Que l'intégralité du capital social, qui est fixé à trente-et-un mille euros (EUR 31.000,-) et divisé en mille (1.000) actions d'une valeur nominale de trente et un euros (EUR 31,-), étant présente ou représentée à la présente assemblée, il a pu être fait abstraction des convocations d'usage, les actionnaires présents ou représentés se reconnaissant dûment convoqués et déclarant par ailleurs avoir eu connaissance de l'ordre du jour qui leur a été communiqué au préalable.

III. Que la présente Assemblée Générale a pour ordre du jour:

Ordre du jour

1. Changement de l'objet social et modification subséquente de l'article 3 des statuts de la Société:

« **Art. 3. Objet social.** La Société a pour objet le conseil, l'intermédiation commerciale et tous les services commerciaux dans le domaine de la télécommunication, du multimédia et des nouvelles technologies.

Elle pourra, en tout endroit de l'Union Européenne et partout ailleurs dans le monde entier, la prise de participations sous quelque forme que ce soit dans d'autres entreprises luxembourgeoises ou étrangères et toutes autres formes de placements, l'acquisition par achat, souscription ou toute autre manière ainsi que l'aliénation par vente, échange ou toute autre manière de valeurs mobilières de toutes espèces, la gestion, le contrôle et la mise en valeur de ces participations.

Elle peut également acquérir, détenir, exploiter et mettre en valeur toutes marques de fabrique ainsi que tous brevets et autres droits dérivant de ces brevets ou pouvant les compléter et en général acquérir, détenir, exploiter et mettre en valeur tout type de propriété intellectuelle.

La Société peut participer à la constitution, au développement, à la gestion, à la transformation et au contrôle de toutes sociétés.

Elle pourra s'intéresser par toutes voies dans toutes affaires, entreprises ou sociétés existantes ou à créer, ayant un objet identique, analogue ou connexe ou qui sont de nature à favoriser le développement de son entreprise ou qui seraient utiles à la réalisation de tout ou partie de son objet social.

Elle peut en outre accorder aux entreprises auxquelles elle s'intéresse, ainsi qu'à des tiers tous concours ou toute assistance financière, prêts, avances ou garanties, comme elle peut, même par émission d'obligations, s'endetter autrement pour financer son activité sociale.

La Société pourra encore acquérir, exploiter, louer, mettre en valeur et céder les immeubles destinés ou appartenant à son propre patrimoine immobilier.

La Société pourra emprunter avec ou sans garantie, hypothéquer ou gager ses biens, ou se porter caution personnelle et/ou réelle, au profit d'autres entreprises, sociétés ou tiers, sous réserve des dispositions légales afférentes.

D'une façon générale, la Société pourra réaliser toutes opérations mobilières et immobilières, commerciales, industrielles ou financières, se rattachant directement ou indirectement à son objet social ou qui sont de nature à en faciliter l'extension ou le développement, tant au Grand-Duché de Luxembourg qu'à l'étranger.»;

2. Refonte complète des statuts de la Société afin de refléter au niveau statutaire la possibilité de l'existence d'un actionnaire unique et d'un administrateur unique et de mettre ces derniers à jour avec les dernières modifications apportées à la loi modifiée du 10 août 1915 sur les sociétés commerciales;

3. Divers.

Ces faits exposés et reconnus exacts par l'assemblée générale, après délibération, l'assemblée générale prend à l'unanimité des voix les résolutions suivantes:

Première résolution

L'assemblée générale décide de changer l'objet social de la Société et de modifier en conséquence l'article 3 des statuts de la Société lors de la refonte des statuts pour lui donner dorénavant la teneur suivante:

« **Art. 3. Objet social.** La Société a pour objet le conseil, l'intermédiation commerciale et tous les services commerciaux dans le domaine de la télécommunication, du multimédia et des nouvelles technologies.

Elle pourra, en tout endroit de l'Union Européenne et partout ailleurs dans le monde entier, la prise de participations sous quelque forme que ce soit dans d'autres entreprises luxembourgeoises ou étrangères et toutes autres formes de placements, l'acquisition par achat, souscription ou toute autre manière ainsi que l'aliénation par vente, échange ou toute autre manière de valeurs mobilières de toutes espèces, la gestion, le contrôle et la mise en valeur de ces participations.

Elle peut également acquérir, détenir, exploiter et mettre en valeur toutes marques de fabrique ainsi que tous brevets et autres droits dérivant de ces brevets ou pouvant les compléter et en général acquérir, détenir, exploiter et mettre en valeur tout type de propriété intellectuelle.

La Société peut participer à la constitution, au développement, à la gestion, à la transformation et au contrôle de toutes sociétés.

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Elle pourra s'intéresser par toutes voies dans toutes affaires, entreprises ou sociétés existantes ou à créer, ayant un objet identique, analogue ou connexe ou qui sont de nature à favoriser le développement de son entreprise ou qui seraient utiles à la réalisation de tout ou partie de son objet social.

Elle peut en outre accorder aux entreprises auxquelles elle s'intéresse, ainsi qu'à des tiers tous concours ou toute assistance financière, prêts, avances ou garanties, comme elle peut, même par émission d'obligations, s'endetter autrement pour financer son activité sociale.

La Société pourra encore acquérir, exploiter, louer, mettre en valeur et céder les immeubles destinés ou appartenant à son propre patrimoine immobilier.

La Société pourra emprunter avec ou sans garantie, hypothéquer ou gager ses biens, ou se porter caution personnelle et/ou réelle, au profit d'autres entreprises, sociétés ou tiers, sous réserve des dispositions légales afférentes.

D'une façon générale, la Société pourra réaliser toutes opérations mobilières et immobilières, commerciales, industrielles ou financières, se rattachant directement ou indirectement à son objet social ou qui sont de nature à en faciliter l'extension ou le développement, tant au Grand-Duché de Luxembourg qu'à l'étranger.».

Deuxième résolution

L'assemblée générale décide de procéder à une refonte complète des statuts de la Société afin de mettre ces derniers à jour avec les dernières modifications apportées à la loi modifiée du 10 août 1915 sur les sociétés commerciales, en particulier par rapport à la possibilité introduite par le législateur par une loi du 25 août 2006 permettant de prévoir l'existence d'un actionnaire unique et d'un administrateur unique au niveau des sociétés anonymes.

Au vu de ce qui précède, l'assemblée générale décide que lesdits statuts de la Société auront dorénavant la teneur suivante:

« **Art. 1 er. Forme.** Il est formé entre le souscripteur et tous ceux qui deviendront propriétaires des actions ci-après créées une société anonyme («la Société»), régie par les lois du Grand-Duché de Luxembourg («les Lois») et par les présents statuts («les Statuts»).

Art. 2. Dénomination. La Société prend comme dénomination «LINE2LINE».

Art. 3. Objet social. La Société a pour objet le conseil, l'intermédiation commerciale et tous les services commerciaux dans le domaine de la télécommunication, du multimédia et des nouvelles technologies.

Elle pourra, en tout endroit de l'Union Européenne et partout ailleurs dans le monde entier, la prise de participations sous quelque forme que ce soit dans d'autres entreprises luxembourgeoises ou étrangères et toutes autres formes de placements, l'acquisition par achat, souscription ou toute autre manière ainsi que l'aliénation par vente, échange ou toute autre manière de valeurs mobilières de toutes espèces, la gestion, le contrôle et la mise en valeur de ces participations.

Elle peut également acquérir, détenir, exploiter et mettre en valeur toutes marques de fabrique ainsi que tous brevets et autres droits dérivant de ces brevets ou pouvant les compléter et en général acquérir, détenir, exploiter et mettre en valeur tout type de propriété intellectuelle.

La Société peut participer à la constitution, au développement, à la gestion, à la transformation et au contrôle de toutes sociétés.

Elle pourra s'intéresser par toutes voies dans toutes affaires, entreprises ou sociétés existantes ou à créer, ayant un objet identique, analogue ou connexe ou qui sont de nature à favoriser le développement de son entreprise ou qui seraient utiles à la réalisation de tout ou partie de son objet social.

Elle peut en outre accorder aux entreprises auxquelles elle s'intéresse, ainsi qu'à des tiers tous concours ou toute assistance financière, prêts, avances ou garanties, comme elle peut, même par émission d'obligations, s'endetter autrement pour financer son activité sociale.

La Société pourra encore acquérir, exploiter, louer, mettre en valeur et céder les immeubles destinés ou appartenant à son propre patrimoine immobilier.

La Société pourra emprunter avec ou sans garantie, hypothéquer ou gager ses biens, ou se porter caution personnelle et/ou réelle, au profit d'autres entreprises, sociétés ou tiers, sous réserve des dispositions légales afférentes.

D'une façon générale, la Société pourra réaliser toutes opérations mobilières et immobilières, commerciales, industrielles ou financières, se rattachant directement ou indirectement à son objet social ou qui sont de nature à en faciliter l'extension ou le développement, tant au Grand-Duché de Luxembourg qu'à l'étranger.

Art. 4. Siège social. Le siège social de la Société est établi dans la commune de Weiswampach.

Le siège social peut être transféré (i) à tout autre endroit de la même commune par une décision du Conseil d'Administration ou de l'administrateur unique et (ii) à tout autre endroit au Grand-Duché de Luxembourg par une décision des actionnaire(s) délibérant comme en matière de modification de Statuts.

Des succursales ou d'autres bureaux peuvent être établis soit au Grand-Duché du Luxembourg ou à l'étranger par décision du Conseil d'Administration.

Lorsque des événements extraordinaires d'ordre politique, économique ou social, de nature à compromettre l'activité normale au siège social ou la communication aisée de ce siège avec l'étranger, se sont produits ou seront imminents, le

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siège social pourra être transféré provisoirement à l'étranger jusqu'à cessation complète de ces circonstances anormales, sans que toutefois cette mesure puisse avoir d'effet sur la nationalité de la société, laquelle, nonobstant ce transfert provisoire du siège, restera luxembourgeoise.

Pareille déclaration de transfert du siège social sera faite et portée à la connaissance des tiers par l'un des organes exécutifs de la société ayant qualité de l'engager pour les actes de gestion courante et journalière.

Art. 5. Durée. La Société est constituée pour une durée illimitée.

Art. 6. Capital social. Le capital social de la Société est fixé à trente et un mille euros (EUR 31.000,-), représenté par mille (1.000) actions d'une valeur nominale de trente et un euros (EUR 31,-) chacune, intégralement souscrites et entièrement libérées.

Le capital souscrit de la Société peut être augmenté ou réduit par décisions de l'assemblée générale des actionnaires statuant comme en matière de modification des statuts.

La Société peut, dans la mesure et aux conditions prescrites par la loi, racheter ses propres actions.

Art. 7. Prime d'émission. En outre du capital social, un compte prime d'émission peut être établi dans lequel seront transférées toutes les primes payées sur les actions en plus de la valeur nominale.

Le montant de ce compte prime d'émission peut être utilisé, entre autre, pour régler le prix des actions que la Société a rachetées à ses actionnaire(s), pour compenser toute perte nette réalisée, pour des distributions au(x) actionnaire(s) ou pour affecter des fonds à la Réserve Légale.

Art. 8. Actions. Envers la Société, les actions sont indivisibles, de sorte qu'un seul propriétaire par action est admis.

Les copropriétaires indivis doivent désigner une seule personne qui les représente auprès de la Société.

Art. 9. Forme des actions. Les actions de la Société sont nominatives ou au porteur, ou en partie dans l'une ou l'autre forme, au choix des actionnaires, à l'exception de celles pour lesquelles la loi prescrit la forme nominative.

Les actions de la Société peuvent être créées, au choix du propriétaire, en titres unitaires ou en certificats représentatifs de plusieurs actions.

En présence d'actions nominatives, un registre des actionnaires sera tenu au siège social de la Société. Ledit registre énoncera le nom de chaque actionnaire, sa résidence, le nombre d'actions détenues par lui, les montants libérés sur chacune des actions, le transfert d'actions et les dates de tels transferts.

En présence d'actions au porteur, un registre sera tenu auprès d'un des dépositaires, énoncé par la loi, ledit registre énoncera le nom de chaque actionnaire, sa résidence, le nombre d'actions au porteur détenues par lui, le transfert d'actions et les dates de tels transferts, tel qu'énoncé par la loi du 28 juillet 2014 relative à l'immobilisation des actions et parts au porteur et à la tenue du registre des actions nominatives et du registre des actions au porteur portant modification de la loi du 10 août 1915, modifiée du 5 août 2005 sur les contrats de garantie financière.

Art. 10. Composition du Conseil d'Administration. La Société sera administrée par un Conseil d'Administration composé de trois membres au moins, qui n'ont pas besoin d'être actionnaires.

Toutefois, lorsque la Société est constituée par un actionnaire unique ou que, à une assemblée générale des actionnaires, il est constaté que celle-ci n'a plus qu'un associé unique, la composition du Conseil d'Administration peut être limitée à un membre, appelé «administrateur unique», jusqu'à l'assemblée générale ordinaire suivant la constatation de l'existence de plus d'un actionnaire.

Les administrateur(s) seront nommés par les actionnaire(s), qui détermineront leur nombre et la durée de leur mandat qui ne pourra excéder six années, respectivement ils peuvent être renommés et peuvent être révoqués à tout moment par une résolution des actionnaire(s).

Art. 11. Pouvoir du Conseil d'Administration. Le Conseil d'Administration est investi des pouvoirs les plus étendus pour accomplir tous les actes nécessaires ou utiles à la réalisation de l'objet social de la Société.

Tous les pouvoirs qui ne sont pas expressément réservés en vertu des Lois ou des Statuts au(x) actionnaire(s) relèvent de la compétence du Conseil d'Administration.

Le Conseil d'Administration pourra déléguer ses pouvoirs relatifs à la gestion journalière des affaires de la Société et à la représentation de la Société pour la conduite des affaires, à un ou plusieurs administrateurs, directeurs, gérants et autres agents, actionnaires ou non, agissant à telles conditions et avec tels pouvoirs que le conseil déterminera.

Art. 12. Représentation. Envers les tiers, en toutes circonstances, la Société sera engagée, en cas d'administrateur unique, par la seule signature de son administrateur unique ou, en cas de pluralité d'administrateurs, par la signature individuelle de l'administrateur délégué pour ce qui concerne la gestion journalière, ou par la signature conjointe de deux administrateurs dont celle de l'administrateur-délégué.La Société sera également engagée en toutes circonstances vis-à-vis des tiers par la signature conjointe ou par la signature individuelle de toute personne à qui ce pouvoir de signature aura été délégué par le Conseil d'Administration, mais seulement dans les limites de ce pouvoir.

Art. 13. Acompte sur dividende. Le Conseil d'Administration peut décider de payer un dividende intérimaire sur base d'un état comptable préparé par eux duquel il ressort que des fonds suffisants sont disponibles pour distribution, étant

entendu que les fonds à distribuer en tant que dividende intérimaire ne peuvent jamais excéder le montant total des bénéfices réalisés depuis la fin du dernier exercice dont les comptes annuels ont été approuvés, augmenté des bénéfices reportés ainsi que prélèvements effectuées sur les réserves disponibles à cet effet et diminué des pertes reportées ainsi que des sommes à porter en réserves en vertu des Lois ou des Statuts.

Art. 14. Réunions du Conseil d'Administration. Le Conseil d'Administration nommera parmi ses membres un président et pourra nommer un secrétaire, responsable de la tenue des procès-verbaux du Conseil d'Administration, qui n'a pas besoin d'être luimême administrateur.

Le Conseil d'Administration se réunira sur convocation du président ou de deux (2) de ses membres, au lieu et date indiqués dans la convocation.

Si tous les membres du Conseil d'Administration sont présents ou représentés à une réunion et s'ils déclarent avoir été dûment informés de l'ordre du jour de la réunion, celle-ci peut se tenir sans convocation préalable.

Un administrateur peut également renoncer à sa convocation à une réunion, soit avant soit après la réunion, par écrit en original, par fax ou par e-mail.

Des convocations écrites séparées ne sont pas requises pour les réunions qui sont tenues aux lieu et date indiqués dans un agenda de réunions adopté à l'avance par le Conseil de d'Administration.

Le Président présidera toutes les réunions du Conseil d'Administration, mais en son absence le Conseil d'Administration désignera un autre membre du Conseil d'Administration comme président pro tempore par un vote à la majorité des administrateurs présents ou représentés à cette réunion.

Tout administrateur peut se faire représenter aux réunions du Conseil d'Administration, en désignant par un écrit, transmis par tout moyen de communication permettant la transmission d'un texte écrit, un autre administrateur comme son mandataire.

Tout membre du Conseil d'Administration peut représenter un ou plusieurs autres membres du Conseil d'Administration.

Un ou plusieurs administrateurs peuvent prendre part à une réunion par conférence téléphonique, visioconférence ou tout autre moyen de communication similaire permettant ainsi à plusieurs personnes y participant de communiquer simultanément les unes avec les autres.

Une telle participation sera considérée équivalente à une présence physique à la réunion.

En outre, une décision écrite, signée par tous les administrateurs, est régulière et valable de la même manière que si elle avait été adoptée à une réunion du Conseil d'Administration dûment convoquée et tenue.

Une telle décision pourra être consignée dans un seul ou plusieurs écrits séparés ayant le même contenu et signé par un ou plusieurs administrateurs.

Le Conseil d'Administration ne pourra valablement délibérer que si au moins la moitié (1/2) des administrateurs en fonction est présente ou représentée.

Les décisions seront prises à la majorité des voix des administrateurs présents ou représentés à cette réunion.

Art. 15. Rémunération et débours. Sous réserve de l'approbation des actionnaire(s), les administrateur(s) peuvent recevoir une rémunération pour leur gestion de la Société et être remboursés de toutes les dépenses qu'ils auront exposées en relation avec la gestion de la Société ou la poursuite de l'objet social de la Société.

Art. 16. Conflit d'intérêts. Si un ou plusieurs administrateurs ont ou pourraient avoir un intérêt personnel dans une transaction de la Société, cet administrateur devra en aviser les autres administrateur(s) et il ne pourra ni prendre part aux délibérations ni émettre un vote sur une telle transaction.

Dans le cas d'un administrateur unique, il est seulement fait mention dans un procès-verbal des opérations intervenues entre la Société et son administrateur ayant un intérêt opposé à celui de la Société.

Les dispositions des alinéas qui précèdent ne sont pas applicables lorsque (i) l'opération en question est conclue à des conditions normales et (ii) si elle tombe dans le cadre des opérations courantes de la Société.

Aucun contrat ni autre transaction entre la Société et d'autres sociétés ou entreprises ne sera affecté ou invalidé par le simple fait qu'un ou plusieurs administrateurs ou tout fondé de pouvoir de la Société y a un intérêt personnel, ou est administrateur, collaborateur, membre, associé, fondé de pouvoir ou employé d'une telle société ou entreprise.

Art. 17. Responsabilité des administrateur(s). Les administrateurs n'engagent, dans l'exercice de leurs fonctions, aucune responsabilité personnelle lorsqu'ils prennent des engagements au nom et pour le compte de la Société.

Art. 18. Commissaire(s) aux comptes. Les opérations de la Société seront surveillées par un ou plusieurs commissaires aux comptes qui n'ont pas besoin d'être actionnaires.

Les commissaires aux comptes seront nommés par les actionnaire(s) pour une durée qui ne peut dépasser six ans, rééligibles et toujours révocables.

Art. 19. Actionnaire(s). Les actionnaires exercent les pouvoirs qui leur sont dévolus par les Lois et les Statuts.

Si la Société ne compte qu'un seul actionnaire, celui-ci exerce les pouvoirs pré-mentionnés conférés à l'assemblée générale des actionnaires.

Art. 20. Assemblée générale annuelle. L'assemblée générale annuelle des actionnaires se tiendra au siège social de la Société, ou à tout autre endroit qui sera fixé dans l'avis de convocation, le dernier samedi du mois de juin à 10.00 heures.

Si ce jour est un jour férié légal, l'assemblée générale annuelle se tiendra le premier jour ouvrable qui suit.

L'assemblée générale annuelle pourra se tenir à l'étranger, si le Conseil d'Administration constate souverainement que des circonstances exceptionnelles le requièrent.

Art. 21. Assemblées générales. Les décisions des actionnaire(s) sont prises en assemblée générale tenue au siège social ou à tout autre endroit du Grand-Duché de Luxembourg sur convocation conformément aux conditions fixées par les Lois et les Statuts du Conseil d'Administration, subsidiairement, des commissaire(s) aux comptes, ou plus subsidiairement, des actionnaire(s) représentant au moins dix pour cent (10%) du capital social.

Si tous les actionnaires sont présents ou représentés à une assemblée générale et s'ils déclarent avoir été dûment informés de l'ordre du jour de l'assemblée, celle-ci peut se tenir sans convocation préalable.

Tous les actionnaires sont en droit de participer et de prendre la parole à toute assemblée générale.

Un actionnaire peut désigner par écrit, transmis par tout moyen de communication permettant la transmission d'un texte écrit, un mandataire qui n'a pas besoin d'être lui-même actionnaire.

Lors de toute assemblée générale autre qu'une assemblée générale convoquée en vue de la modification des Statuts ou du vote de décisions dont l'adoption est soumise aux conditions de quorum et de majorité exigées pour une modification des Statuts, les résolutions seront adoptées par les actionnaires à la majorité simple, indépendamment du nombre d'actions représentées.

Lors de toute assemblée générale convoquée en vue de la modification des Statuts ou du vote de décisions dont l'adoption est soumise aux conditions de quorum et de majorité exigées pour une modification des Statuts, le quorum sera d'au moins la moitié (1/2) du capital social et les résolutions seront adoptées par les actionnaires représentant au moins les deux tiers (2/3) des votes exprimés.

Si ce quorum n'est pas atteint, les actionnaires peuvent être convoqués à une seconde assemblée générale et les résolutions seront alors adoptées sans condition de quorum par les actionnaires représentant au moins les deux tiers (2/3) des votes exprimés.

Art. 22. Exercice social. L'exercice social de la Société commence le premier janvier et finit le trente et un décembre de chaque année.

Art. 23. Comptes sociaux. A la clôture de chaque exercice social, les comptes sont arrêtés et le Conseil d'Administration dresse l'inventaire des éléments de l'actif et du passif, le bilan ainsi que le compte de résultats conformément aux Lois afin de les soumettre aux actionnaire(s) pour approbation.

Tout actionnaire ou son mandataire peut prendre connaissance des documents comptables au siège social.

Art. 24. Réserve légale. L'excédent favorable du compte de résultats, après déduction des frais généraux, coûts, amortissements, charges et provisions constituent le bénéfice net.

Sur le bénéfice net, il sera prélevé au moins cinq pour cent (5%) qui seront affectés, chaque année, à la réserve légale («la Réserve Légale») dans le respect de l'article 72 de la loi du 10 août 1915 concernant les sociétés commerciales (telle que modifiée).

Cette affectation à la Réserve Légale cessera d'être obligatoire lorsque et aussi longtemps que la Réserve Légale atteindra dix pour cent (10%) du capital social.

Art. 25. Affectation des bénéfices. Après affectation à la Réserve Légale, les actionnaire(s) décident de l'affectation du solde du bénéfice net par versement de la totalité ou d'une partie du solde à un compte de réserve ou de provision, en le reportant à nouveau ou en le distribuant avec les bénéfices reportés, les réserves distribuables ou la prime d'émission aux actionnaire(s).

Art. 26. Dissolution et liquidation. La Société peut être dissoute par une décision des actionnaire(s) délibérant comme en matière de modification de Statuts.

Au moment de la dissolution, la liquidation sera assurée par un ou plusieurs liquidateurs, actionnaires ou non, nommés par les actionnaire(s) qui détermineront leurs pouvoirs et rémunérations.

Un actionnaire unique peut décider de dissoudre la Société et de procéder à sa liquidation en prenant personnellement à sa charge tous les actifs et passifs, connus et inconnus, de la Société.

Après paiement de toutes les dettes et charges de la Société, y compris les frais de liquidation, le produit net de liquidation sera réparti entre les actionnaire(s).

Les liquidateur(s) peuvent procéder à la distribution d'acomptes sur produit de liquidation sous réserve de provisions suffisantes pour payer les dettes impayées à la date de la distribution.

Art. 27. Disposition finale. Toutes les matières qui ne sont pas régies par les Statuts seront réglées conformément aux Lois, en particulier à la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée.».

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Frais

Les frais, dépens, rémunérations et charges sous quelque forme que ce soit, qui incombe à la société en raison du présent acte sont évalués approximativement à mille euros (EUR 1.000,-).

DONT ACTE, fait et passé à Diekirch, les jours, mois et an qu'en tête des présentes.

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

Signé: C. FANK, T. BODEVING, DELOSCH.

Enregistré à Diekirch, le 17 septembre 2014. Relation: DIE/2014/11568. Reçu soixante-quinze (75.-) euros.

Le Receveur (signé) pd: RECKEN.

Pour expédition conforme, délivrée aux fins de la publication au Mémorial C.

Diekirch, le 18 septembre 2014.

Référence de publication: 2014145626/310.

(140165821) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 septembre 2014.

Oberon Credit Investment Fund II S.C.A. SICAV-SIF, Société en Commandite par Actions.

Capital social: EUR 35.501,00.

Siège social: L-1855 Luxembourg, 51, avenue J.F. Kennedy.

R.C.S. Luxembourg B 189.821.

In the year two thousand fourteen, on the twenty first day of August,

Before Maître Edouard Delosch, notary residing in Diekirch, Grand Duchy of Luxembourg;

THERE APPEARED:

- Oberon II GP S.à r.l., a private limited liability company (société à responsabilité limitée) with registered office at L-1855 Luxembourg, 51, Avenue J.F. Kennedy, Grand Duchy of Luxembourg, in the process of registration with the Luxembourg Register of Commerce and Companies, here duly represented by Mrs. Evelyn MAHER, attorney-at-law, residing in Luxembourg, by virtue of a proxy given 20 August, 2014, in Luxembourg.

- Shield Securities Limited, a private limited liability company, registered with the Guernsey Registry under number 49130, with registered office at St Julian's Court, St Julian's Avenue, St Peter Port. Guernsey, GY1 3BP, here duly represented by Mrs. Evelyn MAHER, attorney-at-law, residing in Luxembourg, by virtue of a proxy given on the 18 th of August, 2014, in Guernsey.

- N M Rothschild & Sons Ltd, a private limited liability company, registered in England and Wales with company number 00925279 with registered office at New Court, St Swithin's Lane, London, United Kingdom, EC4N 8AL, here duly represented by Mrs. Evelyn MAHER, attorney-at-law, residing in Luxembourg, by virtue of a proxy given on the 20 th of August, 2014, in London.

The above mentioned proxies shall be signed "ne varietur" by the attorney of the above named persons and the undersigned notary and shall remain annexed to the present deed for purposes of registration.

The above named parties, represented as mentioned above, have declared their intention to constitute by the present deed a corporate partnership limited by shares (société en commandite par actions) and to draw up its articles of association as follows:

1. Name - Registered office - Object - Duration.

1.1 Formation and Name

(a) There exists among the General Partner and the persons who become owners of the shares issued in accordance with the following and all those who may become Shareholders in the future an investment company with variable capital - specialised investment fund (société d'investissement à capital variable - fonds d'investissement specialise - SICAV-SIF) in the form of a corporate partnership limited by shares (société en commandite par actions) (the "Company") governed by the laws of the Grand Duchy of Luxembourg and, in particular, the law of August 10, 1915, on commercial companies, as amended (the "1915 Law"), the SIF Law and these articles of association (the "Articles").

(b) The name of the Company shall be "Oberon Credit Investment Fund II S.C.A. SICAV-SIF".

2. Registered office.

2.1 The registered office of the Company shall be established in the municipality of Luxembourg, Grand Duchy of Luxembourg. It may be transferred within the municipality of the City of Luxembourg by a decision of the General Partner.

2.2 The registered office may not be transferred to any place outside the Grand Duchy of Luxembourg except as otherwise provided herein.

2.3 Branches, subsidiaries or other offices may be established in the Grand Duchy of Luxembourg or abroad by a decision of the General Partner.

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3. Corporate object.

3.1 The object of the Company is to place the funds available in debt and debt related securities and instruments and equity and equity related securities and instruments, within the widest meaning permitted by the SIF Law, in accordance with the investment policy set out in the Prospectus and subject to the restrictions in these Articles, with the purpose of diversifying investment risk and affording its shareholders the benefit of the management of the Company.

3.2 Subject to Article 13.1 the Company may borrow and may pledge, mortgage or charge or otherwise create security interests in and over the Company's assets, property and rights to secure the Company's obligations and the obligations of any of its subsidiaries or the General Partner; the Company may further guarantee, in accordance with Article 13.1, the obligations of any of its subsidiaries or the General Partner.

3.3 Subject to Article 3.4, the Company may use any techniques and instruments to efficiently manage its Investments and to protect itself against credit risks, currency exchange exposure, interest rate risks and other risks.

3.4 The Company may carry out any measures and carry out any operation or transaction, which it may deem useful in the development and accomplishment of its purpose to the full extent permitted by the SIF Law but subject, at all times, to the limitations and investment restrictions set out in these Articles and the Prospectus.

4. Duration.

4.1 The Company is incorporated for a period of five years and three months commencing from the date of incorporation, it being understood that such term may be extended for a period or consecutive periods each not exceeding six months at any time prior to the expiry of the term of the Company in accordance with Articles 24.3 and 24.4. Promptly following approval of an extension, notice of the revised termination date shall be given to the Shareholders.

4.2 Subject to Articles 24.3 and 24.4, the Company shall not be dissolved by reason of the death, suspension of civil rights, incapacity, insolvency, bankruptcy or any similar event affecting one or several Investors.

5. Capital - Shares.

5.1 The share capital of the Company (the "Share Capital") shall be represented by fully paid-up shares of no par value, the total value of which at any time shall be equal to the total net assets of the Company as described in Article 28.1 below.

5.2 The Share Capital shall be represented by the following two types of shares:

(a) "Management Shares": shares which shall be subscribed by the General Partner, as unlimited shareholder (actionnaire-gérant commandité);

(b) "Ordinary Shares": shares which shall be subscribed by limited shareholders (actionnaires commanditaires).

5.3 The initial subscribed share capital of the Company amounts to EUR 35,501 (thirty five thousand five hundred and one euros) divided into:

(a) one (1) Management Share in respect of which one euro (EUR 1) is paid up;

(b) three (3) Class A Ordinary Shares in respect of which ten thousand euros (EUR 10,000) is paid up on each (the "Class A Ordinary Shares") which amount represents the issue price and the Premium; and

(c) fifty five (55) Class B Ordinary Shares in respect of which one hundred euros (EUR 100) is paid up on each (the "Class B Ordinary Shares"), the holders of which shall be entitled to the Incentive Return;

the Management Share, the Class A Ordinary Shares, the Class B Ordinary Shares and any further Class of Ordinary Shares created and issued in accordance with these Articles are hereinafter collectively referred to as the "Shares".

5.4 The minimum capital of the Company shall be one million two hundred fifty thousand euros (EUR 1,250,000), which must be reached within twelve (12) months after the date on which the Company has been authorised in accordance with the SIF Law.

5.5 The General Partner may, at any time, issue to limited shareholders Class A Ordinary Shares carrying the rights and obligations set out in these Articles and such further classes of Ordinary Shares (collectively the "Classes" and individually a "Class") which shall rank pari passu with the Class A Ordinary Shares, except to the extent that such Class carries different rights and obligations with regard to eligible investors as may be determined by the General Partner.

5.6 The base currency of the Company shall be Euro (EUR).

6. Capital commitments.

6.1 The Sponsor Group has subscribed upon incorporation and paid up in full:

(a) one (1) Management Share (subscribed for by the General Partner); and

(b) fifty five (55) Class B Ordinary Shares.

6.2 Each prospective Investor wishing to subscribe for Class A Ordinary Shares in accordance with these Articles shall execute a subscription agreement in a form approved by the General Partner (the "Subscription Agreement"), which may be accepted by the General Partner at a Closing.

6.3 Each Investor whose Subscription Agreement has been accepted by the General Partner shall be issued Class A Ordinary Shares upon a Capital Call pursuant to the terms of its Subscription Agreement and these Articles.

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6.4 The commitments of the Investors to subscribe for Class A Ordinary Shares made pursuant to their Subscription Agreements are hereinafter collectively referred to as "Commitments".

6.5 An Investor's Undrawn Commitment shall be subscribed by that Investor to the Company in such amounts and at such times on or after the First Closing as the General Partner may require by the issue of a drawdown notice ("Drawdown Notice") to that Investor (a "Capital Call") for any purpose of the Company including without limit for the purpose of funding:

(a) the Acquisition Cost of Investments;

(b) the Management Fee;

(c) Organisational Expenses;

(d) the other expenses and liabilities of the Company including, but without limitation, liabilities of the Company under Article 25.1(c); and

(e) the obligations of that Investor under Article 11.2(b);

provided that a Capital Call in respect of a Subsequent Closing may also include such amount referred to under Article 11.2(b)(iv).

6.6 Each Drawdown Notice shall give not less than ten (10) Business Days written notice requesting payment of the Capital Call, save in respect of the first Drawdown Notice issued on or following the First Closing, in respect of which the first Capital Call may be due on such shorter period as specified by the General Partner. Following the expiry of the Investment Period, no Drawdown Notice shall be served for the purpose of funding the Acquisition Cost of Investments except as permitted under Article 14.1(d)(i).

6.7 Upon payment of a Capital Call by an Investor in respect of Class A Ordinary Shares the General Partner shall issue, in accordance with Articles 7 and 8, to that Investor such number of Class A Ordinary Shares as shall equal the result of dividing the total Capital Call in respect of that Investor by the aggregate of:

(a) the issue price per Class A Ordinary Share referred to at Article 8.3; plus

(b) the Premium;

except as otherwise provided in Article 11.2(b)(ii).

6.8 Capital Calls from Investors shall (subject to Articles 9 and 11) be made pro rata to Commitments.

6.9 The General Partner may delegate to any director, manager, officer, or other duly authorised agent the power to accept subscriptions, to receive payment of the subscription monies of the Ordinary Shares to be issued and to deliver them.

7. Shares.

7.1 Shares are indivisible and the Company recognises only one owner per Share. Joint holders of a Share shall appoint a joint representative who shall represent them towards the Company provided that the General Partner has the right to suspend the exercise of all rights attached to such Share until a joint representative has been appointed. Fractions of Shares may be issued up to three decimal places and shall carry rights in proportion to the fraction of a Share they represent but shall carry no voting rights.

7.2 Shares will be issued pursuant to Article 8.1 in registered form and fully paid-up. The inscription of the respective Shareholder's name in the register of registered Shares (the "Register") evidences its right of ownership of such registered Shares. The Register which shall be kept by the General Partner or by an entity designated therefore by the Company (the "Registrar and Transfer Agent") shall contain the name of each Shareholder, its residence, registered office or elected domicile, the number of Shares (and their Class) held by it, the amount paid in for each Share, banking references, and, if applicable, their date of transfer.

7.3 Each Shareholder may change the data contained in the Register by notice to the General Partner.

7.4 Share certificates in registered form may be issued at the discretion of the General Partner and shall be signed by the General Partner. The costs relating to the issue of such certificates shall be borne by the Shareholder having requested such certificate.

8. Issuance of shares.

8.1 Shares of the Company will be issued by the General Partner or its appointed agent on behalf of the Company, provided however, in relation to Ordinary Shares, that the General Partner has drawn down Commitments pursuant to Article 6 and payment for those Shares has been received by the General Partner or the Registrar and Transfer Agent.

8.2 Ordinary Shares may only be subscribed by Well-Informed Investors.

8.3 Whenever the Company offers Class A Ordinary Shares for subscription, the issue price per Share shall be five thousand euros (EUR 5,000). The issue price per Class A Ordinary Share (plus Premium, if any) shall be payable within the period as set out in the Capital Call relating thereto.

8.4 The General Partner is authorised to issue that number of Class A Ordinary Shares carrying an aggregate issue price plus Premium equal to aggregate Commitments from time to time (including, without limitation, Commitments from Subsequent Investors), without reserving to the existing Shareholders a preferential right to subscribe for such Class A Ordinary Shares to be issued.

8.5 Each newly issued Ordinary Share in a particular Class shall entitle its holder to the same rights and obligations as the holders of existing Ordinary Shares of the same Class.

9. Default.

9.1 If any Shareholder that has made a Commitment to the Company fails at any time to pay the drawn down amounts due on the relevant payment date, the General Partner may decide to apply an interest charge on such amounts (the "Default Interest"), without further notice, at a rate equal to EURIBOR plus six per cent. (6%) per annum, until the date of full payment. The Default Interest shall be calculated on the basis of the actual number of days elapsed between the relevant payment date (inclusive) and the actual date the relevant payment is received by the Company (exclusive).

9.2 If within ten (10) Business Days following a formal notice served by the General Partner by registered or electronic mail or courier, the relevant Shareholder has not paid the full amounts due (including the Default Interest due), this Shareholder shall become a defaulting Shareholder (the "Defaulting Shareholder") and the General Partner may bring legal action in order to compel the Defaulting Shareholder to pay its unpaid Capital Call in full.

9.3 Upon becoming a Defaulting Shareholder, all the Shares registered in the Defaulting Shareholder's name shall become defaulted Shares (the "Defaulted Shares"). Defaulted Shares shall have their voting rights suspended and shall not carry any right to distributions, as long as the outstanding payment set out above has not been effected.

9.4 All Shares registered in the name of such Defaulting Shareholder shall be subject at the discretion of the General Partner to one of the two following alternative procedures:

(a) The Defaulting Shareholder's Shares may be subject to a compulsory redemption (the "Defaulted Redeemable Shares") in accordance with the following rules and procedures:

(i) the General Partner shall send a notice (hereinafter the "Redemption Notice") to the relevant Defaulting Shareholder; the Redemption Notice shall specify, inter alia, the Defaulted Redeemable Shares to be redeemed and the price to be paid. The Redemption Notice may be sent to the Defaulting Shareholder by registered or electronic mail or courier to its last known address. From close of business on the day specified in the Redemption Notice, the Defaulting Shareholder shall cease to be the owner of the Defaulted Redeemable Shares specified in the Redemption Notice and the Register of the Company will be amended accordingly;

(ii) in such compulsory redemption, the redemption price will be equal to:

(A) the issue price plus Premium in respect of the Defaulted Redeemable Shares paid on issue (less, if applicable, any Subsequent Closing Reduction Amount in respect of any of the Defaulted Redeemable Shares that was applied on their issue); or

(B) if the General Partner so elects, the Net Asset Value of such Defaulted Redeemable Shares on the relevant redemption date (in which event Article 26.1 shall apply to the extent any amount shall be payable to the holders of Class B Ordinary Shares);

less, in each case, Default Interest accrued on the unpaid part of the Capital Call as well as administration and miscellaneous costs and expenses borne by the Company in respect of such default (the "Default Redemption Price"). The Default Redemption Price will be payable only at the close of the liquidation of the Company, unless the General Partner elects to pay it at an earlier date and provided that if, in the determination of the General Partner, the Default Redemption Price payable at the close of the liquidation of the Company exceeds the amount the Defaulting Shareholder would have received in respect of its Defaulted Redeemable Shares by the close of the liquidation of the Company had it not become a Defaulting Shareholder, the Default Redemption Price shall be reduced to that amount.

(b) Alternatively, the General Partner may decide:

(i) to procure the sale of the Shares of the Defaulting Shareholder to a purchaser determined by the General Partner in its sole discretion (the "Purchaser"), but provided that if the Purchaser is a member of the Sponsor Group then the Purchaser must have the prior approval of the Investor Committee), at the Default Redemption Price (or such higher price as the General Partner may in its discretion determine). The Default Redemption Price (or such higher price, if applicable) shall be payable immediately to the Company by the Purchaser and (after the deduction of all fees and expenses incurred in relation to such default as determined at the discretion of the General Partner) by the Company to the Defaulting Shareholder only upon liquidation of the Company (unless the General Partner elects to pay it at an earlier date) and after satisfaction of all other holders of Shares of their respective distributions pursuant to these Articles, and shall not bear interest until such due date. The General Partner shall constitute the agent for the sale of the Defaulting Shareholder's Shares (as well as the transfer of the Undrawn Commitment of such Defaulting Shareholder) and each Shareholder agrees to appoint or procure the appointment of the General Partner as its true and lawful attorney to execute any documents required in connection with such transfer if it shall become a Defaulting Shareholder and shall ratify whatever the General Partner shall lawfully do pursuant to such power of attorney and to keep the General Partner indemnified against any claims, costs and expenses which the General Partner may suffer as a result thereof;

(ii) in the event of such sale, the Purchaser shall, on completion of the transfer, be admitted to the Company as a new Shareholder and shall assume all rights and obligations of the Defaulting Shareholder (including, for the avoidance of doubt, the Undrawn Commitment of the Defaulting Shareholder).

9.5 The General Partner may bring any legal actions it may deem appropriate against the Defaulting Shareholder based on breach of its Subscription Agreement with the Company.

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9.6 In order to make up a shortfall in available funds for investments or any expenses (but excluding the Management Fee calculated by reference to the Defaulting Shareholder) and other liabilities arising as a result of the default by a Defaulting Shareholder in respect of its Capital Call, the General Partner:

(a) may issue further Drawdown Notices to the other Investors up to the amount of the shortfall (but not in respect of any Investor, for the avoidance of doubt, beyond that Investor's Undrawn Commitment); or

(b) may cause the Company to borrow up to the amount of the shortfall pursuant to a Bridge Facility; or

(c) may procure co-investment alongside the Company.

9.7 The sanctions applied against Defaulting Shareholders described above are not exclusive of any recourse that the General Partner may adopt in order to recover the unpaid amounts.

9.8 The provisions of Article 9.4 may also be applied by the General Partner to a Shareholder (who shall be treated as a Defaulting Shareholder for the purposes of Article 9.4) in the circumstances expressly stated in that Shareholder's Subscription Agreement.

10. Redemptions of shares.

10.1 The Company is a closed-ended company and thus unilateral redemption requests by the Shareholders will not be accepted by the Company.

10.2 The Company may redeem Ordinary Shares in order to distribute to the Shareholders upon the disposal of an Investment by the Company the net proceeds of such Investment and any such redemption will be considered a distribution in the context of the determination of the rights of the Shareholders pursuant to the distribution policy as more particularly described at Article 26. Ordinary Shares in a particular Class shall be redeemed on a pro rata basis from all existing Ordinary Shareholders holding that Class.

10.3 Ordinary Shares may also be redeemed compulsorily if:

(a) The relevant Shareholder ceases to be or is found not to be a Well-Informed Investor; or

(b) By virtue of that Shareholder holding Shares, the Company becomes (or, in the reasonable determination of the General Partner, there is a substantial likelihood that it will become):

(i) subject to withholding imposed on a payment made to it on account of the Company's inability to comply with the reporting requirements imposed by the Foreign Account Tax Compliance Provisions; or

(ii) required under the Foreign Account Tax Compliance Provisions (including any voluntary agreements entered into with a taxing authority) to compulsorily redeem such Shareholder's Ordinary Shares; or

(c) The General Partner determines acting reasonably that the continuation of the holding of the relevant Ordinary Shares by the holder will have an adverse effect on the Company, the General Partner or any other holder of Shares.

10.4 For the purpose of compulsory redemption pursuant to Article 10.3 the provisions of Article 9.4 shall apply save that the price of the Ordinary Shares to be redeemed shall (unless the relevant shareholder (i) is also determined to be a Defaulting Shareholder under the provisions of Article 9.2 or (ii) is a transferee in receipt of Ordinary Shares but who is found not to be a Well-Informed Investor, in either such case Article 9.4 shall apply without the following modification) be determined by the General Partner based on the Net Asset Value of the relevant Ordinary Shares on the relevant redemption date and Article 9.4 shall be read accordingly. The General Partner may, in its discretion, determine to effect a transfer of the Ordinary Shares that would otherwise be compulsorily redeemed at the same price as would have been paid on a redemption. For this purpose:

(a) The General Partner shall constitute the agent for the sale of the relevant Shareholder's Shares and each Shareholder agrees to appoint or procure the appointment of the General Partner as its true and lawful attorney to execute any documents required in connection with such transfer if it shall become subject to compulsory redemption under Article 10.3 and shall ratify whatever the General Partner shall lawfully do pursuant to such power of attorney and to keep the General Partner indemnified against any claims, costs and expenses which the General Partner may suffer as a result thereof; and

(b) in the event of such sale, the purchaser shall, on completion of the transfer, be admitted to the Company as a new Shareholder and shall assume all rights and obligations of the relevant transferring Shareholder in respect of the Shares so transferred.

10.5 The Company shall have the right, if the General Partner so determines, to satisfy in kind the payment of the redemption price to any Ordinary Shareholder by allocating to the Ordinary Shareholder investments from the portfolio of assets of the Company equal to the value of the Ordinary Shares to be redeemed. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the other Shareholders of the Company and the valuation used shall be confirmed by a special report of a Luxembourg independent auditor. The costs of any such transfers shall be borne by the transferee. Such satisfaction in kind shall, during the life of the Company, require the consent of the relevant Ordinary Shareholder but may be effected by the General Partner without such consent within the period of six months of the end of the life of the Company in order to complete the liquidation of the Company if the General Partner is of the view that a sale of such assets is not practicable or in the interests of Shareholders.

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10.6 If redemptions for more than one Shareholder shall be taking place pursuant to Article 10 on the same date and/or there shall be a Subsequent Closing and/or issue of Class A Ordinary Shares on the same date, the General Partner shall make, or procure there shall be made, such adjustment to the Net Asset Value as it shall consider necessary in good faith in order to avoid the concurrent redemption, Subsequent Closing or issue (as relevant) causing an undue adverse or favourable effect on the Net Asset Value for the purposes of the redemption(s) under this Article 10.

10.7 Subject to the provisions of this Article 10, the General Partner shall determine the terms and timing of any redemption in its sole and absolute discretion.

11. Admission of additional investors.

11.1 Admission of Subsequent Investors

(a) The General Partner may, at one or more future Closings after the date of incorporation up to and including the last Business Day of the month in which the date falling 18 months after the date of the First Closing occurs, admit Subsequent Investors to the Company or permit existing Investors to increase their Commitments to the Company.

(b) Each such Subsequent Investor shall be required to execute a Subscription Agreement. Any existing Investor increasing its Commitment may, with the agreement of the General Partner, do so by way of amending the terms of its existing Subscription Agreement (but on the basis that all representations, warranties, confirmations and acknowledgements contained therein as at the Closing at which it was admitted are repeated on the date its Commitment is increased).

11.2 Adjustments on Subsequent Closings

(a) On a Subsequent Closing the General Partner shall procure that the following shall be determined either on the date of the Subsequent Closing or as soon as practicable thereafter:

(i) the Net Asset Value of a Class A Ordinary Share as at that date calculated in accordance with Article 28.1 (including without limitation Article 28.1(d)) ("Subsequent Closing NAV per Class A Ordinary Share ")

(ii) the result of deducting from the Subsequent Closing NAV per Class A Ordinary Share the amount of EUR 10,000, in respect of which, if the result is negative, it shall be the "Subsequent Closing Reduction Amount per Share" and if the result is positive, it shall be the "Subsequent Closing Additional Amount per Share", provided that a Subsequent Closing Reduction Amount per Share shall be no lower than minus EUR 5,000,

provided that if any redemptions shall be taking place pursuant to Article 10 on the same date as the Subsequent Closing and/or issue of Class A Ordinary Shares other than to Subsequent Investors pursuant to this Article 11.2, the General Partner shall make, or procure there shall be made, such adjustment to the Subsequent Closing NAV per Class A Ordinary Share as it shall consider necessary in good faith in order to avoid the concurrent redemption or issue (as relevant) causing an undue adverse or favourable effect on the Subsequent Closing NAV per Class A Ordinary Share for the purposes of the Subsequent Closing.

(b) In respect of the Commitment of a Subsequent Investor that is to be accepted at the relevant Subsequent Closing:

(i) there shall be calculated the number of Class A Ordinary Shares as would be issued at the issue price plus Premium without adjustment under (ii) below, if the Subsequent Investor is drawn down by way of Capital Call such amount of its Commitment as equals the same proportion of Commitments drawn down from Investors who have been admitted prior to that Subsequent Closing, except to the extent relating to amounts drawn down to fund Class A Ordinary Shares which have been redeemed pursuant to Article 10.2 prior to that Subsequent Closing, ("Relevant Number of Shares");

(ii) the Relevant Number of Shares shall be issued to the Subsequent Investor in response to an actual Capital Call (which shall be drawn down from that Subsequent Investor) equal to:

(A) the issue price per Class A Ordinary Share referred to at Article 8.3; plus

(B) the Premium minus the Subsequent Closing Reduction Amount per Share or plus the Subsequent Closing Additional Amount per Share, whichever is applicable;

multiplied by the Relevant Number of Shares;

(iii) in the case of a Subsequent Closing Reduction Amount per Share applied under (ii), the Subsequent Investor's Undrawn Commitment shall be deemed to be reduced by the Subsequent Closing Reduction Amount per Share multiplied by the Relevant Number of Shares (notwithstanding that the Subsequent Investor shall not have been required to fund such amount); and

(iv) in the case of a Subsequent Closing Additional Amount per Share applied under (ii), the Subsequent Investor shall pay that amount multiplied by the Relevant Number of Shares as a Capital Call in addition to, and not forming part of, its Commitment.

(c) Subsequent Closings will be held on the last Business Day of a calendar month, unless the General Partner determines to hold a Subsequent Closing other than on such last Business Day of a calendar month, in which event the General Partner shall:

(i) use the Net Asset Value determined as of the last Business Day of the preceding calendar month; and

(ii) make such adjustments to that Subsequent Closing NAV per Class A Ordinary Share for the purposes of this Article 11 as the General Partner shall consider reasonable and necessary to take account of distributions, drawdowns or accrued interest in cash and in kind that would not otherwise have been taken into account in the Subsequent Closing NAV per Class A Ordinary Share determined as of the last Business Day of the preceding calendar month.

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(d) For the avoidance of doubt, the provisions of this Article 11.2 will also be applied to an Investor which increases its Commitment at a Subsequent Closing, such provisions applying to the amount by which such Commitment is increased, as though it were the Commitment of a Subsequent Investor.

12. Transfer of shares.

12.1 Transfers of Class A Ordinary Shares may be made to Well-Informed Investors without any requirement for the consent of the General Partner or otherwise.

12.2 Once the transferor has transferred its Ordinary Shares, such transferor shall have no further liability of any nature in respect of the Company in relation to the Ordinary Shares it has transferred.

12.3 Any transfer of registered Ordinary Shares shall be made by a written declaration of transfer to be inscribed in the Register, dated and signed by the transferor and transferee, or by persons holding suitable powers of attorney to act on their behalf, and in accordance with the rules on the assignment of claims laid down in Article 1690 of the Civil Code. The Company may accept and enter in the register of Shareholders a transfer on the basis of correspondence or other documents recording the agreement between the transferor and the transferee.

12.4 The Management Share is exclusively and mandatorily transferable to the New General Partner upon removal of the existing General Partner pursuant to Article 20.

12.5 Any transfer of Class B Ordinary Shares is subject to the prior written consent of the General Partner in its discretion.

13. Management.

13.1 General Partner

(a) The Company shall be managed by the General Partner in accordance with these Articles, the Prospectus and any requirements of mandatory law. Unless otherwise provided by mandatory law or by these Articles, the General Partner shall have the broadest powers to perform all acts of administration and disposition of the Company provided that the authority of the General Partner shall be limited to the Company's assets.

(b) The Ordinary Shareholders may not participate or interfere in the management of the Company.

(c) The General Partner shall be entitled to receive the Management Fee out of the assets of the Company (and to issue Drawdown Notices in respect thereof), payable within 10 Business Days of the close of each Quarter. The Management Fee in respect of a Quarter shall be reduced by the amount (if any) of fees received by the Investment Adviser and Sub-Manager from any subsidiary of the Company to which the Investment Adviser and Sub-Manager provides services pursuant to the Investment Advisory and Sub-Management Agreement.

(d) If the Sponsor Group (or any of its directors or employees) shall receive fees from an Investee Company by reference to the Company's Investment in that Investee Company, the General Partner shall procure that the amount of any such fees (net of tax suffered or to be suffered thereon) shall be either (i) paid to the Company by the end of the Quarter in which such fees are received or (ii) deducted from the Management Fee payable in respect of the Quarter in which such fees were received. For the avoidance of doubt this shall not include fees received by the Investment Adviser and Sub-Manager from any subsidiary of the Company as referred to in the last sentence of Article 13.1(c).

(e) All powers not expressly reserved by mandatory law or by these Articles to the general meeting of the Shareholders shall be exercised by the General Partner.

(f) The General Partner shall have the power to cause the Company to enter into a Bridge Facility, but shall not otherwise cause the Company to borrow.

(g) Subject always to the restrictions contained in these Articles and mandatory law, the General Partner shall have, in particular, the broadest powers to implement the investment strategy, as well as the course of conduct of the management and business affairs of the Company.

(h) The authority of the General Partner shall terminate automatically (in favour of the New General Partner) upon its removal from the Company pursuant to Article 20.

(i) Any change in the management or replacement of the General Partner is subject to the agreement of the CSSF.

(j) The General Partner shall have the power to cause the Company to guarantee (i) the obligations of any of the subsidiaries of the Company and/or (ii) the obligations of the General Partner undertaken by the General Partner in the course of carrying on the business of the Company.

(k) The General Partner shall have the power to pledge, mortgage or charge or otherwise create security interests in and over the Company's assets, property and rights to secure (i) the Company's obligations, (ii) the obligations of any of the subsidiaries of the Company and/or (iii) the obligations of the General Partner undertaken by the General Partner in the course of carrying on the business of the Company. Without prejudice to the generality of the foregoing:

(i) the General Partner shall have the power to grant to a lender (or its duly authorised agent), in respect of a credit facility entered into by the Company or any of the subsidiaries of the Company with that lender (or its duly authorised agent), an assignment of the right to issue Drawdown Notices in respect of Undrawn Commitments, with the effect that the lender (or its duly authorised agent) may (subject always to the terms of the relevant credit facility) issue one or more Drawdown Notices directly to Investors requiring payment to the Company of an amount not exceeding their Undrawn

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Commitments for the purpose of satisfying outstanding claims of the lender (or its duly authorised agent) under such credit facility;

(ii) Drawdown Notices issued by a lender (or its duly authorised agent) pursuant to an assignment referred to under (i) above shall for the avoidance of doubt be given in accordance with Articles 6.6 and 6.8;

(iii) each Investor who is party to a Subscription Agreement shall be obliged to comply in full with any Drawdown Notice issued by a lender (or its duly authorised agent) to whom an assignment has been made pursuant to the foregoing, as if such Drawdown Notice had been issued by the General Partner (and accordingly for the avoidance of doubt failure to so comply shall fall within the default provisions of Article 9) and such Investor shall not be entitled to make any deduction, offset, counterclaim, defence or otherwise withhold payment if the lender (or its duly authorised agent) has issued such Drawdown Notice in accordance with the terms of the credit facility;

(iv) each Investor shall be and is hereby notified that (A) the Company may be prohibited under the terms of a credit facility entered into by the Company or any of the subsidiaries of the Company from making any distributions to the Investors for so long as an event of default, having occurred under that credit facility, is continuing; and (B) if the credit facility so provides, any claims or rights that the Investors may have against the Company in connection with distributions or otherwise will be subordinated to all claims and rights of lender(s) under that credit facility;

(v) the foregoing paragraphs (i) to (iv) of this Article 13.1(k) are for the benefit of a lender (or its duly authorised agent) under a credit facility entered into by the Company or any of the subsidiaries of the Company with that lender (or its duly authorised agent), and that lender (or its duly authorised agent) may rely thereon and enforce them as provided for in article 2(5) of the Luxembourg law of 5 August 2005 on financial collateral arrangements, as amended, and article 1121 of the Luxembourg civil code;

provided that for the avoidance of doubt the foregoing references to credit facilities shall not be taken to permit the General Partner to enter into credit facilities except to the extent permitted by Article 13.1(f).

(l) The General Partner shall have the power to take such action necessary or advisable to mitigate withholding or other taxes, including without limitation by complying with the reporting requirements of the EU Savings Directive and/ or the Foreign Account Tax Compliance Provisions or by entering into and performing its obligations under agreements with any tax authority.

13.2 Alternative Investment Fund Manager

(a) The General Partner shall either itself be the external alternative investment fund manager (the "AIFM") for the purposes of the AIFM Law or shall appoint another company to be the AIFM. The AIFM will (under the supervision of the General Partner if a separate company) manage the Company in accordance with the Prospectus, the Articles and under the conditions and within the limits laid down by Luxembourg laws and regulations, in particular the SIF law and the AIFM law and in the exclusive interest of the Shareholders, and it will be empowered, subject to the rules as further set out hereafter, to exercise all of the rights attached directly or indirectly to the assets of the Company. Details regarding the appointment of the external alternative investment fund manager, if different to the General Partner, will be incorporated in the Prospectus.

(b) Subject always to the restrictions contained in these Articles and mandatory law, the AIFM (or its delegate, as may be permitted pursuant to the AIFM Law) shall manage the Investments for the account of the Company with a view to achieving the investment strategy contained in the Prospectus provided always that the investments of the Company shall be restricted as described in these Articles. For the avoidance of doubt during the Investment Period the proceeds from realisations of Investments may be reinvested in new Investments and, following the Investment Period, Article 14.1(d) shall apply.

(c) If the General Partner is the AIFM, references in these Articles to the AIFM shall be deemed references to the General Partner and any duplication resulting therefrom shall be construed on the basis that there is a General Partner who is also the AIFM.

14. Restrictions.

14.1 The Company shall not (directly or through an investing vehicle):

(a) make any Investment in an Investee Company where the aggregate Commitments invested by the Company in that Investee Company (and unrealised) shall, as a result, exceed five per cent. (5%) of Commitments;

(b) make any Investment in an Investee Company in a sector where the aggregate Commitments invested by the Company in that sector (and unrealised) shall, as a result, exceed fifteen per cent. (15%) of Commitments (and the General Partner shall determine what constitutes a sector for this purpose);

(c) invest more than twenty per cent. (20%) of Commitments in second secured debt (including mezzanine and second lien loans); and

(d) following the end of the Investment Period, invest in new Investments other than:

(i) Investments to which the Company (or an investing vehicle of the Company) was contractually committed (whether conditionally or otherwise) or which were in the course of negotiation or for which exclusivity had been granted during the Investment Period; or

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(ii) Investments that are funded out of the proceeds from the realisation of an Investment, up to an amount equal to the Acquisition Cost of that realised Investment, if the realisation was as a result of (in the General Partner's reasonable opinion) a credit deterioration of that Investment and the effect of the new Investment enhances the credit quality of the portfolio of Investments and does not increase (as reasonably determined by the General Partner) the weighted average maturity of the portfolio of Investments.

14.2 The provisions of Article 14.1 shall not be deemed breached by reason of a subsequent redemption taking place pursuant to Article 10 and the Company shall not in such circumstances (for the avoidance of doubt) be obliged to sell Investments in order to correct the position having regard to Commitments following the redemption.

15. Representation.

15.1 The General Partner shall have complete discretion and full power, authority and right to represent and bind the Company.

15.2 The Company shall be bound towards third parties by the signature of the General Partner or by the individual or joint signatures of any other persons to whom authority shall have been delegated by the General Partner as the General Partner shall determine in its discretion.

16. Delegation.

16.1 The General Partner may, from time to time and provided that it remains ultimately responsible (but subject to Article 27), appoint such officers or agents of the Company which it reasonably considers necessary for the operation and management of the Company, provided however that the Ordinary Shareholders may not act on behalf of the Company without risking their limited liability status.

16.2 The General Partner may, from time to time and always subject that it remains ultimately responsible (but subject to Article 27), delegate its power to perform specific tasks to one or more ad hoc agent(s). In particular, the General Partner may, from time to time, appoint one or more committees and delegate certain of its functions to such committees.

17. Investor committee.

17.1 The Company shall establish an "Investor Committee". Appointments to the Investor Committee shall be made by the General Partner. The General Partner shall convene meetings of the Investor Committee as it considers appropriate (or such meetings of the Investor Committee may be convened by any members of the Investor Committee) to carry out the following tasks:

(a) to review any actual or potential conflicts of interest between members of the Sponsor Group and the Company (as provided for by Articles 19.2 and 19.3(d)) that are referred to the Investor Committee by the General Partner;

(b) to review with the General Partner the progress of the Company generally in achieving its investment objectives,

provided always that the function of the Investor Committee shall be to consult with the General Partner in relation to the above matters and the General Partner shall not be required to follow any advice or recommendation of the Investor Committee but shall exercise its powers as set out herein at its own discretion unless the approval or consent of the Investor Committee is required under these Articles, in which event the General Partner shall be without any authority to proceed in connection with such matter until such approval or consent has been obtained. For the avoidance of doubt no member of the Investor Committee shall have any authority to take part in the control or management of the business of the Company.

17.2 The Investor Committee shall regulate its proceedings and meetings, as it considers fit including holding its meetings by telephone and permitting attendance at meetings by alternates or proxies, provided that:

(a) representatives of the General Partner, the AIFM and the Investment Manager shall be entitled to attend and to address any meetings of the Investor Committee but any person representing the General Partner, the AIFM or the Investment Manager shall not be entitled to vote on any resolution proposed at such meeting and may be excluded during discussions on any matter (including with the Auditors) or the taking of any vote; and

(b) the quorum for meetings of the Investor Committee shall be a majority of its members.

17.3 Decisions of the Investor Committee may either be in writing in the form of a written resolution (or counterparts thereof) signed by a majority of the members of the Investor Committee, or by way of a majority resolution of a majority of the members of the Investor Committee (or their alternates or proxies) present in person or by way of telephone at a duly convened meeting.

17.4 No fees shall be paid by the Company to members of the Investor Committee.

18. Investment adviser and sub-manager. The AIFM shall appoint the Investment Adviser and Sub-Manager on or before the First Closing to provide investment advisory and sub-management services on and subject to the terms of an Investment Advisory and Sub-Management Agreement. The AIFM shall be entitled, from time to time, to appoint a member of the Sponsor Group to act as a replacement Investment Adviser and Sub-Manager and enter into an Investment Advisory and Sub-Management Agreement with such entity in substantially similar terms to the Investment Advisory and Sub-Management Agreement entered into on or before the First Closing or to appoint a member of the Sponsor Group as its delegate in respect of portfolio management.

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19. Investment allocations and conflicts of interest.

19.1 During the Investment Period, the AIFM shall procure that the Company shall have the opportunity to participate in investment opportunities available to the Investment Adviser and Sub-Manager or the AIFM which meet the Company's investment purpose in a proportion determined in accordance with the policy referred to in the Prospectus. For the avoidance of doubt:

(a) the decision whether or not to proceed with an investment opportunity available to the Company shall be made by the AIFM in its discretion; and

(b) other funds managed or advised by the Sponsor Group and or the Sponsor Group itself may, in accordance with the aforementioned policy, invest alongside the Company in Investee Companies whether in the same class of investment or in different classes of investment (subject to Article 19.2).

19.2 The Sponsor Group and the AIFM have conflict management procedures to manage conflicts of interest between the AIFM, the Sponsor Group (including other clients of the AIFM and the Sponsor Group) and the Company and, where any conflict cannot be resolved in accordance with such procedures, the AIFM shall not proceed in connection with the matter giving rise to the conflict without the approval of the Investor Committee.

19.3 No member of the Sponsor Group or the AIFM, or any funds or entities managed or advised by any of them, may engage in other transactions with the Company except for:

(a) transactions which are expressly contemplated or approved by these Articles or the Prospectus; or

(b) transfers to the Company of Investments made by the Sponsor Group during the period to the final Closing, such transfers being effected at a price no greater than the acquisition cost to the Sponsor Group of the relevant Investment together with any expenses associated with such acquisition paid by the Sponsor Group; or

(c) transfers to the Company of Investments made by funds or entities managed or advised by the Sponsor Group and transfers of Investments from the Company to funds or entities managed or advised by the Sponsor Group, provided in each case such transfers are effected on terms no less favourable than arm's length terms; or

(d) otherwise as may be approved by the Investor Committee.

19.4 Each Investor waives any claim that they might otherwise have against any member of the Sponsor Group or the AIFM in relation to any conflicts resolved or otherwise managed in accordance with the foregoing provisions.

19.5 Any Investor who has nominated a member of the Investor Committee but which has an interest which may conflict with that of the Company in respect of any matter required to be dealt with by the Investor Committee shall declare the nature of that interest to the Investor Committee and abstain from voting on the matter. Subject to that such Investors shall be entitled to take into account their own interests when exercising their votes on the Investor Committee.

19.6 Subject always to the restrictions contained herein no transaction or other business between the Company and any other company or entity shall be affected or invalidated by the fact that any member of the Sponsor Group or the AIFM (or any shareholder, affiliate, employee or officer of a member of the Sponsor Group) or any of the Shareholders is interested in, or is a partner, shareholder, member, director, officer or employee of such other company or entity.

20. Removal of the general partner.

20.1 By a resolution passed at a general meeting of Class A Ordinary Shareholders (other than those who are members of the Sponsor Group) holding either:

(a) a majority of the Commitments (disregarding Commitments held by the Sponsor Group) if a Cause Event has occurred; or

(b) if a Cause Event has not occurred and the resolution is passed on a date falling on or later than the second anniversary of the First Closing, at least seventy five per cent. (75%) of the Commitments (disregarding Commitments held by the Sponsor Group),

may remove the existing General Partner ("Original General Partner") and substitute (subject to the approval of the CSSF) a person specified in the aforementioned resolution (the "New General Partner") as successor general partner of the Company in place of the Original General Partner such substitution to take effect on the date specified in the resolution (the "Removal Date") (which shall, in the case of (b), be a date not earlier than ninety (90) days after the date the resolution is passed).

20.2 Following its removal pursuant to Article 20.1, the Original General Partner shall:

(a) retain the right to receive all amounts accrued to it hereunder as at the Removal Date including for the avoidance of doubt any accrued drawings on account of its Management Fee and the right to receive or have reimbursed to it any expenses in accordance with the terms of these Articles (such amounts to be paid to the Original General Partner within thirty (30) days of the Removal Date);

(b) be entitled, if no Cause Event had occurred, to receive an additional fee equal to 18 (eighteen) months Management Fee calculated at the rate applying as at the date of the resolution to remove the Original General Partner;

(c) continue to be entitled, along with other Indemnified Parties, to the benefit of the provisions regarding the exclusion of liability and indemnification set out in Article 27 and the New General Partner shall exercise to the fullest extent its rights as general partner in order to fulfil the Original General Partner's, and other Indemnified Parties', rights thereunder;

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(d) retain its Class B Ordinary Shares, provided that if the removal was in the circumstances of Article 20.1(a) the entitlements of such Class B Ordinary Shares in respect of future allocations and distributions pursuant to Article 26.1 shall be reduced by fifty per cent. (50%) and Article 26.1 and 26.4 shall be read accordingly and, further, if the removal pursuant to Article 20.1(a) was at a time when the Investment Period had not expired, Article 20.3 shall apply; and

(e) procure that all Management Shares held by it at the time it is removed from office are forthwith transferred to the New General Partner, and shall effect all acts and sign all contracts and deeds and in general do all things that may be reasonably necessary to implement such transfer.

20.3 If the removal of the Original General Partner has been effected pursuant to Article 20.1(a) at a time when the Investment Period had not expired, the rights of the Class B Ordinary Shares held by the Original General Partner (or its transferee) shall (in addition to the variation referred to at Article 20.2(d)) be varied so that for the purposes of Article 26.1 the entitlements of such Class B Ordinary Shares shall be determined based on calculations that (for the purposes only of calculating the entitlements of the Class B Ordinary Shares) exclude the effect of any new Investments made and funded out of Capital Calls after the Removal Date and during the remainder of the Investment Period (or as permitted pursuant to Article 14.1(d)(i)) except there shall not be so excluded Investments to which the Company (or an investing vehicle) was contractually committed (whether conditionally or otherwise) or which were in the course of negotiation or for which exclusivity had been granted prior to the Removal Date.

20.4 Following and with effect from the Removal Date, the New General Partner shall assume all of the Original General Partner's obligations to the Company and the Ordinary Shareholders and the New General Partner shall procure that the Company shall:

(a) cease to use the name "Oberon";

(b) cease to use any printed materials referring to "Oberon" or any member of the Sponsor Group; and

(c) cease to do anything which would suggest a continuing association with the Sponsor Group.

20.5 Following a Removal Date, for the avoidance of doubt and without prejudice to Article 22.8, no amendment to the terms of these Articles that adversely affects the Original General Partner's rights or interests (or the rights and interests of the Sponsor Group or any person connected with the Sponsor Group under Article 27) may be made on or after the Removal Date without the written consent of the Original General Partner.

20.6 Following and with effect from the Removal Date, any holder of Class A Ordinary Shares who is a member of the Sponsor Group shall be deemed to have reduced its Undrawn Commitment to zero except if, at its election in its discretion, it gives written notice to the Company that its Undrawn Commitment shall not be reduced pursuant to this Article 20.6.

20.7 For the purposes of this Article 20, "Cause Event" shall mean one of the following:

(a) an event occurring in relation to the General Partner as referred to at Article 29.1(b);

(b) the General Partner having breached the terms of these Articles or the AIFM having breached the terms of the AIFM Agreement (if any) or the Investment Adviser and Sub-Manager having breached the terms of the Investment Advisory and Sub-Management Agreement, if (i) such breach materially and adversely affects the Company and (ii) such breach is not remedied within thirty (30) days after such breach has come to the attention of the General Partner or the Investment Adviser and Sub-Manager;

(c) the gross negligence, wilful illegal act or wilful default of the General Partner in connection with the operation of the Company or the AIFM in connection with its services under the AIFM Agreement (if any) or the Investment Adviser and Sub-Manager in connection with its services under the Investment Advisory and Sub-Management Agreement, the effect of which is a material and adverse effect on the Company;

(d) the fraud of the General Partner in connection with the operation of the Company or the Investment Adviser and Sub-Manager in connection with its services under the Investment Advisory and Sub-Management Agreement or the AIFM in connection with its services under the AIFM Agreement (if any); or

(e) an injunction, or determination by a relevant securities authority against the General Partner, the AIFM or the Investment Adviser and Sub-Manager which materially and adversely affects either the General Partner's ability to carry out its duties under these Articles or the AIFM's ability to carry out its duties under the AIFM Agreement (if any) or the Investment Adviser and Sub-Manager's ability to carry out its duties under the Investment Advisory and Sub-Management Agreement (provided that a preliminary injunction or determination that is lifted within sixty (60) days shall not be deemed a Cause Event),

provided that:

(i) written notice shall have been given by Investors representing a majority of Commitments (excluding those Commitments of the Sponsor Group) to the General Partner and/or the AIFM and/or the Investment Adviser and Sub-Manager specifying that a Cause Event has occurred; and

(ii) if the General Partner, the AIFM or the Investment Adviser and Sub-Manager disputes that a Cause Event has occurred, such dispute being notified to Investors within twenty (20) Business Days of receiving notice under 20.7(i) above, an Expert shall be appointed to determine whether a Cause Event has occurred. In making such determination the Expert shall act as an expert and not as an arbitrator and his decision shall be final and binding; and

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(iii) the costs and expenses of any Expert shall be borne by the Company unless he directs otherwise and, if any Expert determines no Cause Event has occurred, the General Partner, the AIFM and the Investment Adviser and Sub-Manager shall also be entitled to be indemnified out of the assets of the Company for all costs and expenses incurred by them in countering the notice and making representations to the Expert that a Cause Event had not occurred.

21. Shareholders.

21.1 Liability of the Shareholders

(a) The Ordinary Shareholders shall only be liable up to the amount of their respective Commitments or, if they have not made a Commitment, up to the amount contributed by them to the Company.

(b) The General Partner shall have unlimited and joint liability for the debts, liabilities and obligations of the Company.

22. General meetings of the shareholders.

22.1 The general meeting of Shareholders shall represent all the Shareholders of the Company. Subject to express provisions in these Articles, it shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Company, provided that any resolution of the general meeting of Shareholders amending the Articles or creating rights or obligations vis-à-vis third parties must be approved by the General Partner.

22.2 The annual general meeting of Shareholders shall be held in Luxembourg, either at the Company's registered office or at any other location in Luxembourg, to be specified in the notice of the meeting, at 9 a.m. (Luxembourg time) on the third Thursday of June of each year. If this day is not a Business Day, the annual general meeting shall be held on the next Business Day.

22.3 Other general meetings of Shareholders may be held at the place and on the date specified in the notice of meeting.

22.4 General meetings of Shareholders shall be convened by the General Partner pursuant to a notice setting forth the agenda and sent by registered letter at least ten (10) Business Days prior to the meeting to each registered shareholder at the Shareholder's address recorded in the register of Shareholders. The giving of such notice to registered Shareholders need not be justified to the meeting. The General Partner shall be obliged to convene a general meeting so that it is held within a period of one month if Shareholders representing ten per cent. (10%) of the capital of the Company require so in writing with an indication of the agenda.

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

22.6 Each Ordinary Share, whatever its value, shall provide entitlement to one vote. Fractions of Shares do not give their holders any voting right.

22.7 Unless otherwise provided for in these Articles the requirements for participation, the quorum and the majority at each general meeting are those outlined in articles 67 and 67-1 of the 1915 Law.

22.8 In accordance with article 68 of the 1915 Law any resolution of the general meeting of Shareholders of the Company affecting the rights of the holders of shares of any Class or type vis-à-vis the rights of the holders of shares of any other Class or Classes, type or types shall be subject to a resolution of the general meeting of Shareholders of such Class or Classes, type or types. The resolutions, in order to be valid, must be adopted in compliance with the quorum and majority requirements referred herein, with respect to each Class or Classes, type or types concerned.

23. Representation at general meetings of the shareholders.

23.1 Any Shareholder may be represented at a meeting of the Shareholders by another person (who does not need to be a Shareholder) appointed as its proxy in writing (provided that facsimile or e-mail shall be sufficient).

23.2 The General Partner may permit any Shareholder to participate in any meeting of Shareholders via telephone or video conference or by any other similar means of communication allowing all the persons taking part in the meeting to identify, hear and speak to each other. The participation in a meeting as set out in the previous sentence shall be deemed a participation in person at such meeting.

24. Voting and quorum.

24.1 Except as otherwise required by the 1915 Law or provided for in these Articles, resolutions at a meeting of the Shareholders duly convened shall be adopted by a simple majority (i.e. more than fifty per cent. (50%)) of the votes present or represented and cast, regardless of the proportion of the Share Capital represented at such meeting.

24.2 Each Shareholder may also vote by way of voting forms provided by the Company. These voting forms shall contain the date and place of the meeting, the agenda of the meeting, the text of the proposed resolutions as well as for each proposed resolution, three boxes allowing the respective Shareholder to vote in favour, against or abstain from voting on the proposed resolution. The voting forms shall be sent by the Shareholders by either mail, facsimile, courier or e-mail to the registered office of the Company. The Company shall only accept the voting forms which are received prior to the time of the meeting specified in the convening notice. Voting forms which show neither a vote (in favour or against the proposed resolutions) nor an abstention shall be void.

24.3 A general meeting of the Shareholders convened to:

(a) amend any provisions of these Articles;

(b) extend the term of the Company; or

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(c) voluntarily dissolve the Company;

shall not be quorate unless at least seventy five per cent. (75%) of the Ordinary Shares are represented and the agenda indicates the proposed amendments. If this quorum is not reached, a second meeting shall be convened with the same agenda, in the manner prescribed by the Articles. The second meeting shall be quorate regardless of the proportion of the Ordinary Shares represented at such meeting, if so stated in the notice for such subsequent meeting.

24.4 Decisions:

(a) to amend any provisions of these Articles;

(b) to extend the term of the Company; or

(c) to voluntary dissolve the Company;

shall require (i) a majority of seventy five per cent. (75%) of the votes cast and (ii) the consent of the General Partner (except in the case of Article 24.4(c) if a Cause Event has occurred) and provided that no amendment to these Articles may change the Company's jurisdiction, without the unanimous consent of all Shareholders and the General Partner or increase any Shareholder's Commitment without the consent of that Shareholder and the General Partner.

25. Expenses.

25.1 Costs and Expenses

The Company shall be responsible for:

(a) all placement agents' fees incurred in the formation of the Company (unless the Sponsor Group elects to pay such fees) provided that the Management Fee shall be reduced by such fees borne by the Company;

(b) all costs and expenses incurred by members of the Sponsor Group or any placement agent (other than fees as referred to in (a) above) in connection with or related to the formation of the Company and its subsidiaries (including, but not limited to, travel, accommodation and printing expenses, and legal, statutory, regulatory and accounting fees) plus any value added tax where applicable (collectively "Organisational Expenses");

(c) all costs and expenses, direct or indirect, in relation to the business and operation of the Company (other than the overhead expenses of the General Partner, and the fees of the AIFM pursuant to the AIFM Agreement (if any) and the fees of the Investment Adviser and Sub-Manager pursuant to the Investment Advisory and Sub-Management Agreement). Expenses of the Company shall, without limitation, include the following:

(i) all costs and expenses incurred in relation to the calculation of Net Asset Value and the production and distribution of the reports and accounts and other information referred to in Article 28 including the fees of the Auditors in connection therewith;

(ii) all fees and expenses charged by any administrator appointed by the General Partner in respect of the Company, depositaries, custodians, the Registrar and Transfer Agent, lawyers, accountants and other professional advisers appointed by the General Partner (or on its behalf) in relation to the operation and administration of the Company generally and its termination and winding-up and in relation to the formation, maintenance and winding up of any investment vehicles of the Company;

(iii) all legal, accounting, consultancy and other fees and expenses:

(A) relating to Investments, whether in respect of the selection, acquisition, holding or disposition thereof, to the extent that such fees and expenses are not borne by a third party, irrespective of whether or not such proposed Investments proceed; and

(B) relating to any Bridge Facility;

(iv) all stamp and other taxes and all fees or other charges levied by any governmental agency against the Company in connection with its Investments or otherwise (subject to Article 25.1(e));

(v) the reasonable costs and expenses of general meetings of the Company or in obtaining Investor consents as may be required pursuant to these Articles;

(vi) the costs of any appropriate liability insurance (including without limitation warranty and indemnity insurance) taken out in respect of the Company, and any directors and officers' liability insurance taken out in respect of any directors or officers of the General Partner or any directors or officers of any Investee Company nominated by or on behalf of the Company;

(vii) the costs and expenses incurred in connection with any litigation, arbitration, investigation and other proceedings in connection with the Company or its Investments;

(viii) all operational, statutory and regulatory costs and expenses directly related to the Company.

(d) To the extent that the any of the fees, costs and expenses that are the responsibility of the Company have been borne by the General Partner or any member of the Sponsor Group or any other person, they shall be entitled to be reimbursed by the Company.

(e) All externally imposed costs, fees or charges (including stamp duty and stamp duty reserve tax) associated with the distribution of Investments in specie to a Shareholder shall be borne by such Shareholder.

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26. Allocations and distributions.

26.1 After deducting or providing for such liabilities of the Company as the General Partner may determine, including the Management Fee, an amount determined by the General Partner to be available for distribution shall be subject to the following:

(a) such amount shall be first divided between the number of Class A Ordinary Shares in issue; and

(b) the resulting amount in respect of a Class A Ordinary Share shall be distributed to the holder of that Class A Ordinary Share until the amount paid in respect of that Class A Ordinary Share shall have equalled the Hurdle in respect of that Class A Ordinary Share and any excess thereafter shall be paid as to 85% of such amount to the holder of that Class A Ordinary Share and 15% to the holders of Class B Ordinary Shares (and as between holders of Class B Ordinary Shares, pro rata to the number of such Shares held by them;

and for the avoidance of doubt redemption proceeds in respect of a Class A Ordinary Share pursuant to Articles 9 or 10 (or sale proceeds in lieu of redemption) shall be subject to (b) above so that if the Hurdle is achieved in respect of such Class A Ordinary Share, the holders of Class B Ordinary Shares shall be entitled to 15% of the excess over the Hurdle and Articles 9 and 10 shall be construed accordingly.

26.2 General Partner shall be authorised to make interim distributions subject to the applicable law

26.3 No distributions will be made unless there is sufficient cash available, or if the Net Asset Value of the Company would as a consequence of the distribution fall below the legal minimum of €1,250,000 (as required by the SIF Law) or if the General Partner believes, in good faith, that the distribution would put the Company in a position where it is unable to meet any future obligations or contingencies.

26.4 If, immediately prior to the liquidation of the Company, distributions in respect of a Class A Ordinary Share shall not be sufficient (other than by reason of this Article 26.4) to deliver the Hurdle in respect of that Class A Ordinary Share the holders of Class B Ordinary Shares shall be required to recontribute to the Company in aggregate the lower of:

(a) such amount as would, if distributed to the holder of that Class A Ordinary Share, result in distributions in respect of that Class A Ordinary Share being sufficient to deliver the Hurdle; and

(b) aggregate distributions paid to those holders in respect of their Class B Ordinary Shares by reference to that Class A Ordinary Share, net of taxation suffered (or to be suffered) by such holders in respect of such distributions (or any person having an economic interest in such distributions);

and such recontribution shall be distributed to holder of the Class A Ordinary Share until it has received distributions in respect of that Class A Ordinary Share sufficient to deliver the Hurdle in respect of that Share or until the recontribution amount has been fully distributed. The recontribution obligation by holders of Class B Ordinary Shares as required pursuant to this Article 26.4 shall be shared as between such holders in the same proportion as the aggregate distributions received by those holders in respect of their Class B Ordinary Shares and in respect of that Class A Ordinary Share after taking account of taxation suffered (or to be suffered) by such holders in respect of such distributions (or any person having an economic interest in such distributions).

26.5 For the purposes of these Articles and in particular for the purpose of determining the amount of distributions received by a Shareholder, each Shareholder shall be treated as having received an amount equal to:

(a) any tax deducted or withheld or required to be deducted or withheld from income and gains allocated to that relevant Shareholder; and

(b) all costs and expenses in relation to distributions together with any taxation payable by that Shareholder to the extent such costs, expenses or taxation are paid or payable by the Company or the General Partner on behalf of that Shareholder (without prejudice to any right of the Company or the General Partner to reclaim such amounts from the relevant Shareholder).

27. Limitation of liability and indemnification.

27.1 Limitation on Liability

(a) None of the General Partner or the AIFM or the Investment Adviser and Sub-Manager or any person who acts as a director or manager of the Company or the AIFM or a member of the Sponsor Group or their respective agents, officers, shareholders, directors, consultants and employees or any member of the Investor Committee (each an "Indemnified Party"), shall to the maximum extent permitted by law be liable to the Company (or to any Shareholder) for any act or omission of the Indemnified Parties in connection with the conduct of the affairs of the Company or otherwise in connection with these Articles or the Subscription Agreements or the Investment Advisory and Sub-Management Agreement or the matters contemplated herein or in the Prospectus, unless it is determined by any court or governmental body of competent jurisdiction in a final judgment not subject to appeal that in the case of an Indemnified Party other than a member of the Investor Committee such act or omission resulted directly from the Indemnified Party's (i) fraud; (ii) illegal acts, unless there was no reasonable cause for the Indemnified Party to believe that its conduct was illegal; (iii) bad faith or wilful misconduct towards the Company; (iv) gross negligence except in the case of gross negligence towards a third party who is claiming against the Indemnified Person, if the Indemnified party was acting in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, or (v) material breach of these Articles or the Subscription Agreements or the Investment Advisory and Sub-Management Agreement and, in the case

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of an Indemnified Party who is or was a member of the Investor Committee, such act or omission resulted directly from the Indemnified Party's (i) fraud; (ii) illegal acts, unless there was no reasonable cause for the Indemnified Party to believe that its conduct was illegal; or (iii) wilful misconduct towards the Company. In addition, no Indemnified Party shall be liable to the Company (or to any Shareholder) for any mistake, negligence, dishonesty or bad faith of any broker, advisor or agent of the Company selected with reasonable care by the General Partner or that Indemnified Party.

(b) To the extent that, at law or in equity or otherwise, the General Partner has duties (including fiduciary duties) and liabilities relating to the Company, it shall not be liable to the Company for its good faith reliance on the provisions of these Articles or the Subscription Agreements. Accordingly the provisions of these Articles or the Subscription Agreements, to the extent that they restrict the duties and liabilities of the General Partner that would otherwise exist at law or in equity, are agreed by to be so modified (so far as permitted by law).

27.2 Indemnification

(a) To the fullest extent permitted by law, the Company shall indemnify and hold harmless each of the Indemnified Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated (collectively "Losses"), that are incurred by any Indemnified Party and arise out of or are related to the affairs or activities of the Company including acting as a director of the Investee Company, or a special purpose vehicle of the Company, or the performance by such Indemnified Party of any of their responsibilities hereunder or under the Investment Advisory and Sub-Management Agreement or otherwise in connection with the matters contemplated herein or therein; provided that:

(i) an Indemnified Party (other than a member of the Investor Committee) shall not be entitled to indemnification hereunder to the extent it is determined by any court or governmental body of competent jurisdiction in a final judgment not subject to appeal that such Losses resulted directly from the Indemnified Party's (i) fraud; (ii) illegal acts, unless there was no reasonable cause for the Indemnified Party to believe that its conduct was illegal; (iii) bad faith or wilful misconduct towards the Company; (iv) gross negligence except in the case of gross negligence towards a third party who is claiming against the Indemnified Person, if the Indemnified party was acting in good faith and in a manner reasonable believed to be in or not opposed to the best interests of the Company, or (v) material breach of these Articles or the Subscription Agreements or the Investment Advisory and Sub-Management Agreement;

(ii) an Indemnified Party who is or was a member of the Investor Committee shall not be entitled to indemnification hereunder to the extent it is determined by any court or governmental body of competent jurisdiction in a final judgment not subject to appeal that such Losses resulted directly from the Indemnified Party's (i) fraud; (ii) illegal acts, unless there was no reasonable cause for the Indemnified Party to believe that its conduct was illegal; (iii) wilful misconduct towards the Company.

(b) In addition to the foregoing each of the Indemnified Parties shall be indemnified against any tax liability (including interest and penalties thereon) in respect of tax on any profits allocated to any Investor, such indemnity to be satisfied in the first instance by the Investor concerned but if not so satisfied then where the relevant Indemnified Party is entitled to be indemnified by an Investor (other than the holder of Class B Ordinary Shares) pursuant to this Article 27.2(b), it shall be entitled to be indemnified by the Company in which event the Company shall be subrogated to the rights of the Indemnified Party against such Investor.

(c) Expenses reasonably incurred by an Indemnified Party in defence or settlement of any claim that may be subject to a right of indemnification hereunder shall be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Indemnified Party to repay such amount to the extent that it shall be determined ultimately that such Indemnified Party is not entitled to be indemnified hereunder.

(d) The right of any Indemnified Party to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnified Party may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnified Party's successors, assigns and legal representatives.

(e) Any Indemnified Party shall first seek to recover under any other indemnity or any insurance policies by which such Indemnified Party is indemnified or covered, as the case may be, but only to the extent that the indemnitor with respect to such indemnity or the insurer with respect to such insurance policy provides (or acknowledges its obligation to provide) such indemnity or coverage, as the case may be, on a timely basis. To the extent an Indemnified Party is indemnified pursuant to this Article 27.2 and subsequently recovers an amount in relation to the same matter from such indemnitor or insurer then such Indemnified Party shall account to the Company for the amount so recovered after deduction of all costs and expenses incurred in procuring recovery and all taxes thereon or, if less, the amount paid to the Indemnified Party by the Company pursuant to this Article 27.2.

(f) For the purposes of Article 27.1 and this Article 27.2, the Indemnified Parties may consult with legal counsel and accountants selected by them and any act or omission suffered or taken by the Indemnified Parties on behalf of the Company or in furtherance of the interest of the Company in good faith and in reasonable reliance upon and in accordance with the advice of such counsel or accountants shall be full justification for any such act or omission, and the Indemnified Parties shall be fully protected in so acting or omitting to act, provided such counsel or accountants were selected with reasonable care.

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(g) The General Partner may enter into any agreement or instrument as it may determine for the purpose of conferring the benefit of the exclusions of liability and the indemnities set out in this Article 27.2 on any Indemnified Party.

(h) Notwithstanding anything to the contrary in this Article 27.2, no Indemnified Party shall be entitled to be indemnified hereunder in respect of any dispute arising solely between Indemnified Parties where none of the Company nor any Investor nor any member of the Investor Committee is involved in such dispute.

28. Valuation - Accounting.

28.1 Valuation

(a) The net asset value ("Net Asset Value") of the shares in each Class shall be determined at least on a quarterly basis (or more frequently to the extent required for the purposes of Article 11) and expressed in Euro. The General Partner shall decide the valuation days on which the assets of the Company shall be valued (each a "Valuation Day") provided that the dates of Subsequent Closings will be Valuation Days, and the appropriate manner to communicate the Net Asset Value per share, in accordance with the legislation in force. The Net Asset Value shall be determined in accordance with the Valuation Policy provided that such policy shall be consistent with the following:

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

(ii) the value of assets, which are listed or dealt in on any stock exchange or on any other regulated market (including units or shares of listed closed-ended undertakings for collective investments), is based on the last available price on the stock exchange or other regulated market which is normally the principal market for such assets;

(iii) if any assets are not listed or dealt in on any stock exchange or on any other regulated market, or if, with respect to assets listed or dealt in on any stock exchange or other regulated market as aforesaid, the price as determined pursuant to sub-paragraph (ii) is not representative of the fair market value of the relevant assets, the value of such assets will be based on the reasonably foreseeable sales price determined prudently and in good faith pursuant to the procedures established by the AIFM (or its delegate as referred to at Article 28.1(i));

(iv) the value of assets denominated in a currency other than Euro shall be determined by taking into account the rate of exchange prevailing at the time of the determination of the Net Asset Value; and

(v) liquid assets comprising cash, treasury bonds and regularly traded money market instruments will be valued at their market value with interest accrued.

The AIFM (or its delegate as referred to at Article 28.1(i)) may apply other fair valuation principles for the assets of the Company to the extent that, in its reasonable discretion, this is justified by circumstances or market conditions subject to such other fair valuation principles being applied on a consistent basis.

(b) The assets of the Company shall include (without limitation):

(i) all cash on hand or on deposit, including any interest accrued thereon;

(ii) all bills and demand notes payable and accounts receivable (including proceeds of securities sold but not delivered);

(iii) all shares, stock, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the Company (provided that the Company may make adjustments with regards to fluctuations in the market value of securities caused by trading ex-dividends, exrights, or by similar practices);

(iv) all stock dividends, cash dividends and cash distributions received by the Company to the extent information thereon is reasonably available to the Company;

(v) all interest accrued on any interest-bearing assets owned by the Company except to the extent that the same is included or reflected in the principal amount of such assets;

(vi) the liquidation value of all contracts and options the Company has an open position in;

(vii) the preliminary expenses of the Company insofar as the same have not been written off; and

(viii) all other assets of any kind and nature including expenses paid in advance.

(c) The liabilities of the Company shall include (without limitation):

(i) all loans, bills and accounts payable;

(ii) all accrued interest on loans of the Company (including accrued fees for commitment for such loans);

(iii) all accrued or payable expenses (including administrative expenses, custodian fees and any other agents' fees);

(iv) all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid dividends declared by the Company;

(v) an appropriate provision for future taxes based on capital and income on the accounting date, and other reserves (if any) authorized and approved by the General Partner as well as such amount (if any) as the General Partner may consider to be an appropriate allowance in respect of any contingent liabilities of the Company; and

(vi) all other liabilities of the Company of whatsoever kind and nature assessed in accordance with Luxembourg generally accepted accounting principles. In determining the amount of such liabilities the Company shall take into account

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all expenses payable by the Company pursuant to these Articles. The Company may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount rateably for annual or other periods.

(d) In calculating the Subsequent Closing NAV per Class A Ordinary Share for the purposes of Article 11, in accordance with and subject to the Valuation Policy, the AIFM (or its delegate referred to at Article 28.1(i)) may adjust the Net Asset Value by such amount as the AIFM (or its delegate) shall, in its discretion, consider reasonable in order to take account of the effect on the Net Asset Value attributable to Organisational Expenses, other expenses of the Company and the Management Fee which have been incurred or accounted for.

(e) The General Partner or the AIFM may suspend calculation of the Net Asset Value for:

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

(ii) any period when any of the principal stock exchanges on which investments of the Company are quoted are closed (otherwise than for ordinary holidays), or during which dealings thereon are restricted or suspended; or

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

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

The General Partner or the AIFM shall promptly notify all Shareholders of any suspension of the calculation of the Net Asset Value.

(f) All valuation regulations and determinations shall be interpreted and applied in accordance with Lux GAAP.

(g) Adequate provisions will be made for expenses incurred and due account will be taken of any off-balance sheet liabilities in accordance with fair and prudent criteria.

(h) For each Class, the Net Asset Value per share shall be calculated in the relevant reference currency by attributing the net assets (which shall be equal to the assets minus the liabilities) to that Class in accordance with the entitlements under Article 26 and dividing by the number of shares issued and in circulation in such Class; assets and liabilities expressed in foreign currencies shall be converted into the relevant reference currency, based on the relevant exchange rates.

(i) The AIFM may appoint an external valuer as its delegate for the purpose of valuing the assets of the Company and a third party service provider for purposes of calculating the Net Asset Value. In the absence of bad faith, gross negligence or manifest error, every decision in calculating the Net Asset Value taken by the AIFM or its delegate, shall be final and binding on the Company and on its present, past or future Shareholders, subject to the year-end audit by the auditor of the Company being a réviseur d'entreprise agréé.

28.2 Financial Year and Accounting

(a) The financial year begins on the first (1) of January and ends on the thirty-first (31) of December of each year provided that the first fiscal year of the Company commenced on the date of incorporation of the Company and shall terminate on 31 December 2015.

(b) Within the time periods required by law, the financial statements of the Company shall be prepared and audited in accordance with the provisions of Lux GAAP, the 1915 Law and the SIF Law.

(c) Each Investor shall receive:

(i) within sixty (60) days of the end of each Quarter (other than the Quarter ending on the financial year end in which (ii) below shall apply) an unaudited report comprising a statement of the Investments and other Company assets including descriptive details of the Investments purchased, sold and otherwise disposed of during the relevant period and the cost of each Investment forming part of the Company's assets and the valuation thereof as at the end of such period and an unaudited balance sheet, profit and loss account and cash flow statement for the Company;

(ii) within ninety (90) days (subject to such period being extended as a result of events outside the control of the General Partner or the AIFM) of end of the financial year, the audited financial statements of the Company.

28.3 Réviseurs d'entreprises

(a) The operations of the Company shall be supervised by one approved statutory auditor (réviseur d'entreprises agréé) who shall satisfy the requirements of Luxembourg law as to professional experience and who shall carry out the duties prescribed by the SIF Law.

(b) The auditor (the "Auditor") shall be appointed by resolution of the general meeting of Shareholders and continue to carry out its duties until its successor is appointed.

29. Term - Dissolution - Liquidation.

29.1 Term of the Company

(a) The Company may be dissolved at any time, upon proposition by the General Partner, by a resolution of the general meeting of the Shareholders pursuant to Articles 24.3 and 24.4.

(b) Notwithstanding any other provisions of these Articles, and subject to the ninety (90) days waiting period referred to below, the Company shall dissolve upon the occurrence of the insolvency, dissolution or liquidation of the General

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Partner, provided that the Company shall not so terminate if, within ninety (90) days after such an event, Shareholders elect to continue the business of the Company by appointing a successor general partner in accordance with Article 20.1.

29.2 Liquidation

(a) The liquidation of the Company shall be carried out by the General Partner (subject to the approval of the CSSF), except in the circumstances referred to at Article 29.1(b) where a successor general partner has not been appointed, in which case the liquidation shall be carried out by one or several liquidators, who may be physical persons or legal entities, approved by the CSSF and appointed by the general meeting of shareholders which shall determine their powers and their compensation.

(b) The liquidation will take place in accordance with applicable Luxembourg law. The net proceeds of the liquidation will be distributed to shareholders in proportion to their rights.

(c) At the end of the liquidation process of the Company, any amounts that have not been claimed by the shareholders will be paid into the caisse de consignation, which keep them available for the benefit of the relevant shareholders during the duration provided for by law. After this period, the balance will return to the State of Luxembourg.

30. Miscellaneous.

30.1 Governing Law

In respect of all matters not governed by these Articles the parties shall refer to the provisions of the 1915 Law and the relevant law and regulations applicable to Luxembourg undertakings for collective investment, notably the SIF Law and the AIFM Law.

30.2 Disclosures

(a) The General Partner and any of its advisers, the Auditor and any other party may, subject to all applicable laws, disclose to any governmental, regulatory, taxation or court authority such information relating to the Shareholder, the Company, the General Partner, or any vehicle into which or through which the Company invests as the General Partner reasonably determines. For the avoidance of doubt, this includes, without limitation, information which in the reasonable determination of the discloser, may be required to be disclosed to such authority or may be necessary to be disclosed to avoid the application of withholding tax in connection with the EU Savings Directive and the Foreign Account Tax Compliance Provisions. Should any such authority require any further information, the General Partner may require each Shareholder to provide such information to the General Partner (to the extent such Shareholder is in possession of or entitled to receive such information or such information can be acquired without unreasonable effort or expense) and the General Partner and any of its advisers, the Auditor and any other party may, subject to all applicable laws, disclose such information to any such authority.

(b) If (i) any Shareholder fails to provide information pursuant to Article 30.2(a) above requested by or on behalf of the Company in connection with the Foreign Account Tax Compliance Provisions or (ii) any Shareholder is itself a "foreign financial institution" as defined under Section 1471(d)(4) of the Code (or analogous entity under applicable law enacted in furtherance of the Foreign Account Tax Compliance Provisions) that does not satisfy (and is not deemed to satisfy and not excused from satisfying) Section 1471(b) of the Code then the General Partner may (without prejudice to the provisions of Article 26.5):

(i) reduce the distributions that Shareholder would otherwise be entitled to receive pursuant to Article 26:

(A) in accordance with any voluntary agreement entered into with a taxing authority or any non-US law that corresponds to the Foreign Account Tax Compliance Provisions; and/or

(B) by the amount of any costs suffered by the Company as a result of that Shareholder's failure to provide the information referred to in Article 30.2(a) above (including, without limitation, the amount of any withholding tax suffered by the Company), and deem that Shareholder to have received such amounts for all purposes of these Articles; and/or

(ii) require such Shareholder to withdraw from the Company in accordance with Article 10.3(b).

(c) The General Partner, the AIFM or the Registrar and Transfer Agent may require Ordinary Shareholders to provide from time to time information with respect to their citizenship, residency, identity, ownership or control (both direct and indirect) so as to permit the General Partner, the AIFM and the Registrar and Transfer Agent to evaluate and comply with any legal regulatory and tax requirements (including, without limitation, any requirements relating to money laundering, ERISA and US tax reporting basis adjustment and other US tax-related obligations) including, without limitation, such information as may be required to comply with any regulations, orders or guidance notes made thereunder applicable to the Fund, Investors, the General Partner, the AIFM, the Investment Adviser and Sub-Manager, or the Registrar and Transfer Agent in respect of such Ordinary Shareholder's investment in the Company or any Investments of the Company. Any confidential information so provided shall, subject to overriding provisions of law, be kept confidential by the General Partner, the AIFM and the Registrar and Transfer Agent. If any Shareholder fails to provide information pursuant to this Article 30.2(c) the General Partner may require such Shareholder to withdraw from the Company in accordance with Article 10.3(c).

31. Definitions. In these Articles, the following terms shall have the following meaning unless the context requires otherwise:

"1915 Law"	has the meaning given in Article 1.1;

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"Acquisition Cost"	means the acquisition cost of an Investment together with any expenses associated with such acquisition paid by the Company (or by an investing vehicle of the Company);
"Affiliate"	in relation to any undertaking ("U"), a parent undertaking of U, a subsidiary undertaking of U, a subsidiary undertaking of a parent undertaking of U or a parent undertaking of a subsidiary undertaking of U or in relation to anybody corporate ("C"), a holding company of C, a subsidiary of C, a subsidiary of a holding company of C or a holding company of a subsidiary of C, provided however that an Investee Company shall not be deemed to be an Affiliate of the General Partner by reason only of an investment by the Company in such Investee Company;
"AIFM"	has the meaning given at Article 13.2;
"AIFM Agreement"	shall mean, if the AIFM is an entity other than the General Partner such agreement as may be agreed between the AIFM and the Company but if the AIFM is the General Partner there shall be no requirement for such a separate agreement; "AIFM Law" means the Luxembourg law of 12 July 2013 relating to alternative investment fund managers as the same may be amended from time to time; "Articles" has the meaning given in Article 1.1; "Auditor" means the auditor to the Company from time to time as described at Article 28.3;
"Bridge Facility"	means any bridging facility entered into in order to: (a) provide funds prior to a Capital Call; (b) fund any shortfall occasioned by the default of an Investor to meet a Capital Call; (c) invest or otherwise utilise an amount equal to the proceeds of a realised Investment for the period pending settlement of those proceeds; (d) fund margin calls on foreign exchange transactions; (e) fund the redemption proceeds due pursuant to Articles 9.4 or 10; or (f) fund any other purpose of the Company permitted under these Articles in respect of which the General Partner determines that the use of a bridging facility shall be in the interests of the Company. In each case such funding under the bridge facility to be made on a temporary basis; "Business Day" a day (not being a Saturday or Sunday or a public holiday) on which banks are generally open for non-automated business in Luxembourg;
"Capital Call"	has the meaning given in Article 6.5;
"Cause Event"	has the meaning given in Article 20.7;
"Class(es)"	has the meaning given in Article 5.5;
"Class A Ordinary Shares"	has the meaning given in Article 5.3(b);
"Class B Ordinary Shares"	has the meaning given in Article 5.3(c);
"Closing"	means an occasion when the General Partner accepts a Commitment pursuant to a Subscription Agreement pursuant to which, upon the first Capital Call thereunder, a new holder of Class A Ordinary Shares will be admitted and/or an existing holder of Class A Ordinary Shares increases its Commitment;
"Code"	means the United States Internal Revenue Code of 1986, as amended;
"Commitments"	has the meaning given in Article 6.4;
"Company"	has the meaning given in Article 1.1;
"CSSF"	shall mean the Luxembourg financial supervisory authority (commission de surveillance du secteur financier);
"Default Interest"	has the meaning given in Article 9.1;
"Defaulted Redeemable Shares"	has the meaning given in Article 9.4;
"Default Redemption Price"	has the meaning given in Article 9.4;
"Defaulting Shareholder"	has the meaning given in Article 9.2;
"Defaulted Shares"	has the meaning given in Article 9.3;
"Distributed Investments"	means, in relation to a Subsequent Closing, any Investment (or part thereof) realised and distributed prior to that Subsequent Closing provided that, for the avoidance of doubt, an Investment shall not be treated as having been realised in part as a result of the receipt of any dividend or interest (whether in cash, payment in kind or otherwise) nor any amounts received arising out of any recapitalisation or refinancing or other similar event if that event is not considered to be a realisation as determined by the General Partner acting reasonably;
"Drawdown Notice"	has the meaning given in Article 6.5;

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"Expert"	means an independent expert approved by the General Partner and an Investor Consent or, failing such approval within 7 days of the service of a notice pursuant to Article 20.7(i), an independent expert appointed for the time being by the President of the Luxembourg District Court on the application of the General Partner;
"First Closing"	shall mean the first Closing after incorporation;
"Force Majeure Event"	means a matter outside the reasonable control of the person concerned (including, but not limited to, war, civil commotion, terrorism, storm, fire, industrial action, failure of computer or information systems, act of government or other competent authority or suspension of markets) that directly or indirectly results in a person being unable to fulfil a relevant duty or obligation;
"Foreign Account Tax Tax Compliance Provisions"	means Sections 1471 to 1474 of the Code, as amended (and any amended or successor versions thereof), and any current or future regulations or official interpretations thereof promulgated thereunder,or any voluntary agreements entered into with the US tax authority in connection therewith, or any similar or related non-US laws (whether or not pursuant to an inter-governmental agreement) that correspond to Sections 1471 to 1474 and any voluntary agreements entered into with a taxing authority pursuant thereto;
"General Partner"	shall mean Oberon II GP S.àr.l., or any replacement as the managing general partner (associé gérant commandité) of the Company from time to time;
"Hurdle"	means, in relation to each Class A Ordinary Share, that amount which if distributed (or paid on redemption) in respect of that Class A Ordinary Share shall deliver an IRR of five (5) per cent on the following cashflows: (a) the issue price plus Premium paid on issue of that Share (as may have been adjusted pursuant to Article 11.2(b)(ii)(B)); and (b) all distributions or redemption proceeds previously and concurrently made in respect of that Share pursuant to Articles 10 or 26, including amounts deemed to be included in such distributions pursuant to Article 26.5; Provided that for the avoidance of doubt the Hurdle shall include the return of the amount referred to under (a) above; "Incentive Return" shall mean the entitlement of holders of Class B Ordinary Shares under Article 26.1(b);
"Indemnified Party"	has the meaning given in Article 27.1;
"Investee Company"	means the bodies corporate or other entities in which Investments have been (or, if the context requires, are proposed to be) made by the Company or any investing vehicle established by the Company (and bodies corporate or other entities which are Affiliates of each other shall be treated as a single Investee Company);
"Investment"	means each investment acquired or proposed to be acquired, directly or indirectly, by the Company including but not limited to senior loans, mezzanine loans, high yield securities and other investments with a risk profile similar to that of loan capital together with warrants, equity or other forms of equity participation in any body corporate or other entity and any undertaking or contractual commitment by the Company to make the same;
"Investment Adviser and Sub-Manager"	shall mean such investment adviser and sub-manager appointed by the AIFM from time to time in accordance with Article 18, the first such investment adviser and sub-manager to be appointed on or before the First Closing being N M Rothschild & Sons Limited; "Investment Advisory and Sub- Management Agreement" shall mean such investment advisory and sub-management agreement as may be agreed between the AIFM and the Investment Adviser and Sub- Manager appointed at First Closing and, thereafter, such further investment advisory and sub-management agreement as may be entered into from time to time in accordance with Article 18; "Investment Period" shall mean the period commencing on the date of the First Closing and terminating on the earliest of the following events: (a) the second anniversary of the First Closing; (b) the good faith determination of the General Partner that changes in applicable laws or regulations or business conditions makes termination of the Investment Period necessary or advisable in the interests of the Investors; and (c) the termination of the Investment Period by a decision of the General Partner with the approval of an Investor Consent;

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	"Investor" means a holder of Class A Ordinary Shares or, prior to its first issue of Class A Ordinary Shares, a person whose Subscription Agreement has been accepted by the General Partner;
"Investor Committee"	has the meaning given in Article 17.1;
"Investor Consent"	means the consent in writing of holders of at least a majority of Commitments;
"Lux GAAP"	shall mean Luxembourg Generally Accepted Accounting Principles;
"Management Fee"	shall mean an amount payable in arrears calculated at the close of each Quarter at an annual rate of 0.5 per cent. of: (a) aggregate Commitments less aggregate Undrawn Commitments as at the close of that Quarter; minus (b) an amount equal to the Acquisition Cost of Investments (or part thereof) which have either been realised and the proceeds thereof distributed back to Investors pursuant to Article 26.1 or have been fully and permanently written off as at the close of that Quarter; minus any amount to be deducted pursuant to Article 13.1(c).
"Management Share"	has the meaning given in Article 5.2;
"Net Asset Value"	shall mean the value of the assets less the value of the liabilities applicable to a particular class or type or Class of shares which shall be determined according to the provisions in Articles 28.1(a) to 28.1(i);
"New General Partner"	has the meaning given at Article 20.1;
"Ordinary Shares"	has the meaning given in Article 5.2;
"Ordinary Shareholders"	shall mean the limited shareholders who hold Ordinary Shares;
"Organisational Expenses"	has the meaning given in Article 25.1(b);
"Premium"	means five thousand Euros (EUR5,000);
"Prospectus"	shall mean the prospectus of the Company as approved by the CSSF as same may be amended from time to time;
"Purchaser"	has the meaning given in Article 9.4;
"Quarter"	shall mean each three month period ending 31 March; 30 June, 30 September and 31 December save in respect of the first Quarter which shall be the period from the date of the First Closing to the next occurring Quarter end date and the last Quarter which shall expire on the date of termination of the Company;
"Register"	has the meaning given in Article 7.2;
"Registrar and Transfer Agent"	has the meaning given in Article 7.2;
"Removal Date"	has the meaning given at Article 20.1;
"Shares"	the meaning given in Article 5.3;
"Share Capital"	the meaning given in Article 5.1;
"Shareholders"	shall mean the General Partner and the Ordinary Shareholders;
"SIF Law"	shall mean the Luxembourg Law of 13 February 2007 on Specialised Investment Funds, as amended;
"Sponsor Group"	means Oberon II GP S.àr.l., N M Rothschild & Sons Limited and their Affiliates;
"Subscription Agreement"	has the meaning given in Article 6.2;
"Subsequent Closing"	shall mean any Closing after the First Closing;
"Subsequent Closing Additional Amount"	has the meaning given at Article 11.2;
"Subsequent Closing NAV per Class A Ordinary Share"	has the meaning given at Article 11.2(a);
"Subsequent Closing Reduction Amount"	has the meaning given at Article 11.2;
"Subsequent Investor"	shall mean an Investor admitted as an Investor at a Subsequent Closing;
"Undrawn Commitment"	means, in respect of any Investor, the amount of its Commitment which at the relevant time has not yet been drawn down but is available to be drawn down pursuant to that Investor's Subscription Agreement;
"Well-Informed Investor"	has the meaning ascribed to it by the SIF Law, and includes: a) institutional investors; b) professional investors; and c) any other well-informed investor who fulfils the following conditions:

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	(i) declares in writing that he adheres to the status of well-informed investor and invests a minimum of one hundred and twenty five thousand euros (EUR 125,000) in the Company; or (ii) declares in writing that he adheres to the status of well-informed investor and provides an assessment made by a credit institution within the meaning of the Directive 2006/48/CE, by an investment firm within the meaning of the Directive 2004/39/CE or by a management company within the meaning of the Directive 2001/107/CE, certifying his expertise, his experience and his knowledge in adequately appraising an investment in the Company; and
"Valuation Day"	has the meaning given in Article 28.1(a); and
"Valuation Policy"	means the valuation policy adopted by the AIFM (or its delegate appointed pursuant to Article 28.1(i)) as such policy may be amended from time to time.

Transitional provision

The first financial year shall begin on the date of the formation of the Company and shall end on the 31 st of December 2015.

Subscription

The Articles having thus been established, the appearing party declares to subscribe to the entire capital as follows:
- Oberon II GP S.à.r.l., prenamed; One Management Share 1
- Shield Securities Limited, prenamed; Tree Class A Ordinary Shares 3
- N M Rothschild & Sons Ltd, prenamed; Fifty-five Class B Ordinary Shares 55

The parts have been fully paid up by a contribution in cash of thirty five thousand five hundred and one euro (EUR 35,501.-).

As a result, the amount of thirty five thousand five hundred and one euro (EUR 35,501.-) is as of now at the disposal of the Company as has been certified to the notary executing this deed.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever, which shall be borne by the Company as a result of its organisation, are estimated at approximately one thousand one hundred euro (EUR 1,100.-).

Extraordinary general meeting

After the Articles have thus been drawn up, the above named participant has immediately proceeded to hold an extraordinary general meeting. Having first verified that it was regularly constituted, it passed the following resolutions:

1) The registered office of the Company is fixed at 51 Avenue J.F. Kennedy, L- 1855 Luxembourg, Grand Duchy of Luxembourg.

2) Has been appointed independent auditor Deloitte Audit, société à responsabilité limitée, L-2220 Luxembourg, 560, Rue de Neudorf. The auditor's term of office will expire at the annual general meeting of Shareholders to be held in 2016, unless they previously resign or are revoked.

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

The document having been read to the person appearing, represented as above, known to the undersigned notary by name, Christian name, civil status and residence, the said person appearing signed together with the notary, the present deed.

Signé: E. MAHER, DELOSCH.

Enregistré à Diekirch, le 22 août 2014. Relation: DIE/2014/10615. Reçu soixante-quinze (75.-) euros.

Le Receveur ff. (signé): RIES.

Pour expédition conforme, délivrée sur demande à la société prénommée.

Diekirch, le 18 septembre 2014.

Cet acte replace l'acte du dépôt L140154999 du 29/08/2014.

Référence de publication: 2014145677/1235.

(140165614) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 septembre 2014.

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White Anchor Holdings S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2418 Luxembourg, 3, rue de la Reine.

R.C.S. Luxembourg B 172.891.

Extrait des résolutions adoptées par l'associé unique en date du 10 septembre 2014:

Il est porté à la connaissance de tous que le siège social de la société a fait l'objet d'un changement avec effet au 10 septembre 2014. A savoir:

Transfert au 3, rue de la Reine, L-2418 Luxembourg.

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

Pour la société
Un mandataire

Référence de publication: 2014147053/15.

(140167362) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 septembre 2014.

Agence Immoapart Sàrl, Société à responsabilité limitée.

Siège social: L-4149 Schifflange, 70, rue Romain Fandel.

R.C.S. Luxembourg B 90.620.

L'an deux mil quatorze, le quatorze Juillet.

Pardevant Maître Paul DECKER, notaire de résidence à Luxembourg.

A comparu:

«CONSTROPI S.A.», une société anonyme ayant sont siège social à L-3249 Bettembourg, 48, rue Président J.F. Kennedy, inscrite au registre de commerce et des sociétés de Luxembourg section B, sous le numéro B 125.169, ici valablement représentée son administrateur-délégué par Monsieur Monsieur Orlando De Oliveira Pinto, né à Moledo (Portgual), le 24 octobre 1960, demeurant à L-3249 Bettembourg, 48, rue Président J.F. Kennedy,

Laquelle comparante, représenté comme ci-avant, agissant en sa qualité d'associé unique («l'Associée Unique») représentant l'intégralité du capital social, de la société à responsabilité limitée "AGENCE IMMOAPART S.A R.L." avec siège social à L-3220 Bettembourg, 55, rue Auguste Collart, constituée suivant acte reçu par Maître Blanche Moutrier, notaire de résidence à Esch-sur-Alzette, en date du 20 décembre 2002, publié au Mémorial C Recueil des Sociétés et Associations, numéro 194 du 22 février 2003,

immatriculée au registre de commerce et des sociétés de Luxembourg section B, sous le numéro 90.620 (la «Société»).

L'Associée Unique, représentant l'intégralité du capital social, a ensuite requis le notaire d'acter l'unique résolution suivante:

Unique résolution:

L'Associée Unique transfère le siège social vers Zone Industrielle Um Monkeler, 70, rue Romain Fandel L-4149 Schifflange, et en conséquence décident de modifier le premier alinéa de l'article 3 des statuts comme suit:

« **Art. 3. (1 er alinéa).** Le siège de la société est établi dans la Commune de Schifflange.»

Frais

Le montant des dépenses, frais, rémunérations et charges de toutes espèces qui incombent à la société ou qui sont mis à sa charge à raison du présent acte s'élève à approximativement sept cent cinquante euros (750,-EUR).

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

Et après lecture faite et interprétation donnée au représentant de la comparante, connu du notaire instrumentant par nom, prénom usuel, état et demeure, il a signé avec le notaire instrumentant le présent acte.

Signé: O.DE Oliveira PINTO, P. DECKER.

Enregistré à Luxembourg A.C., le 15 juillet 2014. Relation: LAC/2014/33230. Reçu 75.-€ (soixante-quinze Euros).

Le Receveur (signé): Irène THILL.

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

Luxembourg, le 29 août 2014.

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