MEMORIAL

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Luxembourg

MEMORIAL

Amtsblatt
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° 3351 **12 novembre 2014**

SOMMAIRE

Liberty Pharma S.A., Société Anonyme.

Siège social: L-1616 Luxembourg, 28, place de la Gare.

R.C.S. Luxembourg B 174.013.

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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 19 septembre 2014.

Référence de publication: 2014146235/10.

(140166521) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

MTI Luxco Sàrl, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 166.050.

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Statuts coordonnés, suite à l'assemblée générale extraordinaire reçue par Maître Francis KESSELER, notaire de résidence à Esch/Alzette, en date du 28 avril 2014 déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Esch/Alzette, le 28 mai 2014.

Référence de publication: 2014146290/11.

(140166553) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Mandarin Capital Partners S.C.A. SICAR, Société en Commandite par Actions sous la forme d'une Société d'Investissement en Capital à Risque.

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

R.C.S. Luxembourg B 128.231.

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Les statuts coordonnés au 10/09/2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Redange-sur-Attert, le 19/09/2014.
Me Cosita Delvaux
Notaire

Référence de publication: 2014146262/13.

(140166832) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Polybytes IT Consult S.A., Société Anonyme.

Siège social: L-9947 Wasserbillig, 6, rue des Roses.

R.C.S. Luxembourg B 176.570.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 18 septembre 2014. Léonie Grethen.

Référence de publication: 2014146332/10.

(140166648) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Quartz Finance S.A., Société Anonyme Soparfi.

Siège social: L-1940 Luxembourg, 370, route de Longwy.

R.C.S. Luxembourg B 22.321.

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Les statuts coordonnés suivant l'acte n° 69331 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: 2014146352/10.

(140166242) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Santé S.A., Société Anonyme.

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

R.C.S. Luxembourg B 94.911.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 19 septembre 2014.

Référence de publication: 2014146373/10.

(140166777) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Mandarin Capital Partners S.C.A. SICAR, Société en Commandite par Actions sous la forme d'une Société d'Investissement en Capital à Risque.

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

R.C.S. Luxembourg B 128.231.

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Les statuts coordonnés au 28/08/2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Redange-sur-Attert, le 19/09/2014.

Me Cosita Delvaux

Notaire

Référence de publication: 2014146260/13.

(140166634) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Stahl Group SA, Société Anonyme.

Siège social: L-1420 Luxembourg, 115, avenue Gaston Diderich.

R.C.S. Luxembourg B 126.958.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 1 er août 2014.

Pour la Société

Me Carlo WERSANDT

Notaire

Référence de publication: 2014146390/13.

(140166756) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Microsoft Luxembourg Investments S.à r.l., Société à responsabilité limitée.

Capital social: USD 32.699,26.

Siège social: L-2165 Luxembourg, 23-29, Rives de Clausen.

R.C.S. Luxembourg B 160.052.

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Extrait des résolutions prises par l'associé unique de la Société en date du 24 septembre 2014

En date du 24 septembre 2014, l'associé unique de la Société a pris la résolution suivante:

- d'accepter la démission de Monsieur Thierry Fromes de son mandat de gérant de la Société avec effet immédiat.

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

- Monsieur Ben Orndorff, gérant
- Monsieur Keith Dolliver, gérant

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

Luxembourg, le 10 octobre 2014.

Microsoft Luxembourg Investments S.à r.l.

Signature

Référence de publication: 2014159056/18.

(140180356) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Tandem 2 Sàrl, Société à responsabilité limitée.

Siège social: L-1611 Luxembourg, 19, avenue de la Gare.

R.C.S. Luxembourg B 95.298.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Junglinster, le 19 septembre 2014.

Pour copie conforme

Référence de publication: 2014146444/11.

(140166186) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Willis Lux Holdings 2 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 1.000.000,00.

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

R.C.S. Luxembourg B 182.254.

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Les statuts coordonnés 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 18 septembre 2014.

Référence de publication: 2014146472/10.

(140166541) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Deve & Cie, Société en Commandite simple,

(anc. Fincona B BVBA & Cie).

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

R.C.S. Luxembourg B 162.868.

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Décisions de l'Assemblée Générale Extraordinaire de FINCONA B BVBA & Cie tenue au siège social le 30 septembre 2014 à 14.30 heures

Une assemblée Générale extraordinaire s'est tenue en date du 30 septembre 2014 au siège social de la société afin de prendre plusieurs décisions.

Conformément à la loi en vigueur au Luxembourg, certaines décisions doivent être déposées auprès du Registre du Commerce et des Sociétés.

Les résolutions à déposer sont les suivantes:

- Le gérant, FINCONA BVBA, a démissionné de ses fonctions de gérant et d'associé commandité. Il y a donc lieu de la radier.

- La société, Finvest, avec siège social au 9 Ruitersweg, B-8200 Brugge, a été nommée associé commandité et gérant pour une durée indéterminée.

- La société FENDARE LIMITED est associé commanditaire. Conformément à la loi en vigueur, il y a lieu de le radier auprès du RCS.

- La dénomination sociale de la société a été modifiée. La société s'appelle DEVE & Cie.

Vincent Demeuse / Wim Coucke

Secrétaire / Président

Référence de publication: 2014158766/23.

(140180373) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Novellas Maritime Topco 2 S.à r.l., Société à responsabilité limitée.

Siège social: L-1855 Luxembourg, 44, avenue J.F Kennedy.

R.C.S. Luxembourg B 190.837.

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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 13 octobre 2014.

Référence de publication: 2014159108/10.

(140180260) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

MGE Vernon S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 121.951.

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Extrait des résolutions prises par l'associée unique en date du 30 septembre 2014

Le siège de la société a été transféré de L-1857 Luxembourg, 5, rue du Kiem à L-2453 Luxembourg, 19, rue Eugène Ruppert avec effet au 15 août 2014.

Luxembourg, le 10 octobre 2014.

Pour extrait sincère et conforme

Pour MGE Vernon S.à r.l.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014159078/15.

(140179854) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

MGE Villefontaine S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 159.212.

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Extrait des résolutions prises par l'associée unique en date du 30 septembre 2014

Le siège de la société a été transféré de L-1857 Luxembourg, 5, rue du Kiem à L-2453 Luxembourg, 19, rue Eugène Ruppert avec effet au 15 août 2014.

Luxembourg, le 10 octobre 2014.

Pour extrait sincère et conforme

Pour MGE Villefontaine S.à r.l.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014159079/15.

(140179864) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

MGE-Overlord Roermond (phase 4) S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 169.635.

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Extrait des résolutions prises par les associées en date du 30 septembre 2014

Le siège de la société a été transféré de L-1857 Luxembourg, 5, rue du Kiem à L-2453 Luxembourg, 19, rue Eugène Ruppert avec effet au 15 août 2014.

Luxembourg, le 10 octobre 2014.

Pour extrait sincère et conforme

Pour MGE-Overlord Roermond (phase 4) S.à r.l.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014159080/14.

(140179953) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

New Eren S.A., Société Anonyme.

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

R.C.S. Luxembourg B 188.143.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Senningerberg, le 10 octobre 2014.

Référence de publication: 2014159115/10.

(140179935) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Morgan Philips Group, Société Anonyme.

Siège social: L-2340 Luxembourg, 34A, rue Philippe II.

R.C.S. Luxembourg B 177.178.

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Extrait du procès-verbal de l'assemblée générale ordinaire tenue le 21/07/2014 à Luxembourg

L'assemblée générale ordinaire décide de nommer en remplacement de Fidus Gestion S.A., la société Compagnie Européenne de Révision S.à r.l., immatriculée au Registre du Commerce et des Sociétés de Luxembourg sous le numéro R.C.S. Luxembourg B37039 ayant son siège social au 15, rue des Carrefours, L-8124 Bridel, au poste de commissaire aux comptes.

Son mandat s'achèvera lors de la tenue de l'Assemblée Générale Statutaire de 2020.

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

Luxembourg. Signature.

Référence de publication: 2014159087/15.

(140180574) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

My Models Sàrl, Société à responsabilité limitée.

Siège social: L-1622 Luxembourg, 6, rue Saint Gengoul.

R.C.S. Luxembourg B 80.332.

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Suite à une cession de parts sociales intervenue le 26 septembre par Monsieur Yves Kortum, associé, en faveur de GIBA SCI, associé. Ceci porte la participation de GIBA SCI dans la société à 100 sur 100 parts sociales du capital social.

Le siège de GIBA SCI est 25, Rue Eisenhower à L-8321 Olm.

Luxembourg, le 10 octobre 2014.

Jean-Claude Gilbertz

Gérant technique

Référence de publication: 2014159096/13.

(140180238) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Night Polo Team S.à.r.l., Société à responsabilité limitée.

Siège social: L-1219 Luxembourg, 23, rue Beaumont.

R.C.S. Luxembourg B 80.730.

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Le bilan de clôture au 30 septembre 2014 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 30 septembre 2014.

Signatures

LE LIQUIDATEUR

Référence de publication: 2014159120/12.

(140180728) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Modetreff G.m.b.H., Société à responsabilité limitée.

Siège social: L-6440 Echternach, 18, rue de la Gare.

R.C.S. Luxembourg B 136.551.

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Auszug aus dem Protokoll der Versammlung der Gesellschafter der Firma der Firma «Modetreff G.m.b.H.» Abgehalten am 1. Oktober 2014 um 10.00 Uhr in Echternach

Die Gesellschafter beschliessen, den Sitz der Gesellschaft von L-6440 Echternach, de la Gare 28 nach L-6440 Echternach, rue de la Gare 18 zu verlegen.

Die neue Adresse lautet jetzt 18, rue de la Gare, L-6440 Echternach.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Unterschriften.

Référence de publication: 2014159083/14.

(140179916) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Nalu Capital, Société Anonyme.

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

R.C.S. Luxembourg B 154.919.

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Extrait de l'assemblée générale tenue en date du 20/05/2014

4 ème Résolution

L'assemblée accepte la démission de monsieur Pierre Laloyaux et renouvelle le mandat d'administrateur de M. Gerry Salucci résidant professionnellement 25A Boulevard Royal, L-2449 Luxembourg, jusqu'à l'assemblée générale qui se tiendra en 2015 et qui clôturera l'exercice financier au 31 décembre 2014.

5 ème Résolution

L'assemblée décide de nommer le commissaire aux comptes Robert Zahlen, résident 1 rue Jean-Pierre Lanter, L-5943 ITZIG, jusqu'à l'assemblée générale qui se tiendra en 2015 et qui clôturera l'exercice financier au 31 décembre 2014.

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

Certifié conforme et sincère

Finexis S.A.

Référence de publication: 2014159099/18.

(140179828) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Natixis Allocations CI Luxembourg S.A., Société Anonyme.

Siège social: L-2320 Luxembourg, 68-70, boulevard de la Pétrusse.

R.C.S. Luxembourg B 160.569.

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CLÔTURE DE LIQUIDATION

Extrait des résolutions adoptées par l'assemblée générale extraordinaire de la Société tenue le 30 septembre 2014

L'assemblée générale extraordinaire de la Société a décidé en date du 30 septembre 2014:

1) de prononcer la clôture de la liquidation de la Société, et

2) que les livres et documents sociaux resteront déposés et conservés pendant cinq ans au 68-70, boulevard de la Pétrusse, L-2320 Luxembourg.

Fait à Luxembourg, le 10 octobre 2014.

Pour la Société

Signes S.A.

Signature

Liquidateur

Référence de publication: 2014159100/18.

(140180121) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Panoramica S.A., Société Anonyme.

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

R.C.S. Luxembourg B 76.628.

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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.

Référence de publication: 2014159153/9.

(140181066) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Skype Communications, Société à responsabilité limitée.

Capital social: EUR 17.644.676,25.

Siège social: L-2165 Luxembourg, 23-29, Rives de Clausen.

R.C.S. Luxembourg B 100.468.

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Extrait des résolutions prises par l'associé unique de la Société en date du 24 septembre 2014

En date du 24 septembre 2014, l'associé unique de la Société a pris la résolution suivante:

- d'accepter la démission de Monsieur Thierry Fromes de son mandat de gérant de la Société avec effet immédiat.

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

- Monsieur Benjamin Owen Orndorff, gérant

- Monsieur Keith Ranger Dolliver, gérant

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

Luxembourg, le 10 octobre 2014.

Skype Communications

Signature

Référence de publication: 2014159235/18.

(140180335) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Niraamaya International S.A., Société Anonyme.

Siège social: L-2310 Luxembourg, 20, avenue Pasteur.

R.C.S. Luxembourg B 82.074.

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Résolution du conseil d'administration prise à Luxembourg en date du 10 octobre 2014:

- Le conseil d'administration a décidé de transférer avec effet immédiat le siège social de la société du 16 rue de Nassau L-2213 Luxembourg vers le 20 avenue Pasteur L-2310 Luxembourg.

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

Référence de publication: 2014159123/11.

(140180097) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Novellas Maritime S.à r.l., Société à responsabilité limitée.

Capital social: USD 18.000,00.

Siège social: L-1855 Luxembourg, 44, avenue J.F. Kennedy.

R.C.S. Luxembourg B 187.249.

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Extrait du contrat de vente et d'achat de parts sociales signé à Luxembourg en date du 12 août 2014

En date du 12 août 2014, la société Apollo EPF II Partnership a revendue trois mille (3.000) de ses six mille (6.000) parts sociales sous forme nominative de catégorie A, ainsi que toutes ses six mille (6.000) parts sociales sous forme nominative de catégorie B, toutes d'une valeur nominale d'un US Dollar (USD 1.-), détenues dans la société Novellas Maritime S.à r.l. à la société Novellas Maritime Topco 1 S.à r.l..

La société Novellas Maritime Topco 1 S.à r.l. détient dès lors trois mille (3.000) parts sociales sous forme nominative de catégorie A, ainsi que six mille (6.000) parts sociales sous forme nominative de catégorie B d'une valeur nominale d'un US Dollar (USD 1.-) de la société Novellas Maritime S.à r.l..

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

Référence de publication: 2014159105/17.

(140181008) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Novellas Maritime S.à r.l., Société à responsabilité limitée.

Capital social: USD 18.000,00.

Siège social: L-1855 Luxembourg, 44, avenue J.F. Kennedy.

R.C.S. Luxembourg B 187.249.

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Extrait du contrat de vente et d'achat de parts sociales signé à Luxembourg en date du 12 août 2014

En date du 12 août 2014, la société Apollo EPF II Partnership a revendue trois mille (3.000) de ses six mille (6.000) parts sociales sous forme nominative de catégorie A, ainsi que toutes ses six mille (6.000) parts sociales sous forme nominative de catégorie C, toutes d'une valeur nominale d'un US Dollar (USD 1.-), détenues dans la société Novellas Maritime S.à r.l. à la société Novellas Maritime Topco 2 S.à r.l..

La société Novellas Maritime Topco 2 S.à r.l. détient dès lors trois mille (3.000) parts sociales sous forme nominative de catégorie A, ainsi que six mille (6.000) parts sociales sous forme nominative de catégorie C d'une valeur nominale d'un US Dollar (USD 1.-) de la société Novellas Maritime S.à r.l..

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

Référence de publication: 2014159106/17.

(140181008) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Northern Star, Société d'Investissement à Capital Variable.

Siège social: L-1118 Luxembourg, 11, rue Aldringen.

R.C.S. Luxembourg B 140.175.

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Le bilan consolidé au 30 juin 2014 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Pour NORTHERN STAR
KREDIETRUST LUXEMBOURG S.A.

Référence de publication: 2014159124/11.

(140180318) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Night Polo Team S.à.r.l., Société à responsabilité limitée.

Siège social: L-1219 Luxembourg, 23, rue Beaumont.

R.C.S. Luxembourg B 80.730.

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CLÔTURE DE LIQUIDATION

Extrait

Il résulte du procès-verbal de l'assemblée générale, qui s'est tenue en date du 30 septembre 2014 que

1. l'assemblée a décidé la clôture de la liquidation et constate la dissolution définitive de la société.

2. les documents de la société seront conservés pendant la durée légale de cinq ans au siège de la société, 23, rue Beaumont à L-1219 Luxembourg.

Luxembourg, le 30 septembre 2014.
POUR EXTRAIT CONFORME
Signatures
LE LIQUIDATEUR

Référence de publication: 2014159119/17.

(140180727) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Nouvelle All-Décor S.à r.l., Société à responsabilité limitée.

Siège social: L-2355 Luxembourg, 10, rue du Puits.

R.C.S. Luxembourg B 145.421.

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Les comptes annuels clôturés 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: 2014159127/11.

(140179925) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Roof Russia DPR Finance Company S.A., Société Anonyme.

Capital social: USD 50.000,00.

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

R.C.S. Luxembourg B 168.853.

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- Mme. Anja Wunsch, résident professionnellement au 2, Boulevard Konrad Adenauer, L-1115 Luxembourg, est nommé administrateur de la société, en remplacement l'administrateur démissionnaire, Mme. Heike Kubica, avec effet au 13 octobre 2014.

- Le nouveau mandat de Mme. Anja Wunsch prendra fin lors de l'assemblée générale annuelle qui se tiendra en 2017.

Luxembourg, le 13 octobre 2014.
Signatures
Un mandataire

Référence de publication: 2014159189/15.

(140180951) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

OCM Luxembourg EPF III Greek Hotels Holdings S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 183.473.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Junglinster, le 13 octobre 2014.

Pour copie conforme

Référence de publication: 2014159131/11.

(140180462) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Orsesia S.A., Société Anonyme.

Siège social: L-2213 Luxembourg, 16, rue de Nassau.

R.C.S. Luxembourg B 182.593.

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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.

A.T.T.C. Management s.à r.l. / A.T.T.C. Directors s.à r.l.

Administrateur / Administrateur

Nico Patteet / K. Van Huynegem

Administrateur- délégué / Administrateur-délégué

Référence de publication: 2014159139/13.

(140180915) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Patron Noosa Propco (Bath) S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 187.262.

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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 13 octobre 2014.

Référence de publication: 2014159143/10.

(140181051) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Panoramica S.A., Société Anonyme.

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

R.C.S. Luxembourg B 76.628.

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EXTRAIT

Il résulte du procès-verbal de l'Assemblée Générale Ordinaire tenue en date du 13 octobre 2014 que:

Sont réélus pour une période de trois ans, leurs mandats prenant fin lors de l'Assemblée Générale statuant sur les comptes annuels au 31 décembre 2016:

- Madame Martine STIEVEN
- Monsieur Jean-Hugues DOUBET
- Monsieur Thierry JACOB

Est également renommé pour la même période en qualité de Commissaire aux comptes:

- FIN-CONTROLE S.A.

De plus Monsieur Jean-Hugues DOUBET, né le 07 mai 1974 à Strasbourg (France), demeurant professionnellement au 412F, route d'Esch, L-1471 Luxembourg, est élu Président du Conseil d'Administration pour la même période.

Pour extrait conforme.

Luxembourg, le 13 octobre 2014.

Référence de publication: 2014159152/20.

(140181065) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Oregonian Invest S.A., Société Anonyme.

Siège social: L-1219 Luxembourg, 17, rue Beaumont.

R.C.S. Luxembourg B 94.582.

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

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

OREGONIAN INVEST S.A.
Robert REGGIORI / Alexis DE BERNARDI
Administrateur / Administrateur

Référence de publication: 2014159136/12.

(140180783) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Perspectiva Lux S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-5716 Aspelt, 7, rue de l'Ecole.

R.C.S. Luxembourg B 144.227.

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Le gérant unique de la Société, Monsieur Vincent de Rycke, constate la cessation de 100%, soit 71.930 parts sociales détenues dans le capital de la Société par Nuaventis SA à Monsieur Vincent de Rycke, demeurant 7, rue de l'école, L-5716 Aspelt avec date valeur 10 octobre 2014.

Aspelt, le 10 octobre 2014. Vincent de Rycke.

Référence de publication: 2014159147/11.

(140180896) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Prodac Management S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 154.924.

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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 10 octobre 2014.

Référence de publication: 2014159149/11.

(140181010) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Project Dream S.à r.l., Société à responsabilité limitée.

Capital social: GBP 17.286,00.

Siège social: L-1736 Senningerberg, 1B, Heienhaff.

R.C.S. Luxembourg B 170.267.

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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 9 octobre 2014.

Référence de publication: 2014159150/11.

(140181009) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Paucin Luxembourg S.A., Société Anonyme.

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

R.C.S. Luxembourg B 154.659.

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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.

Référence de publication: 2014159157/9.

(140180067) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Mantra Secondary Opportunities, Société en commandite par actions qualifiée de Société d'Investissement à Capital Variable - Société d'Investissement en Capital à Risque.

Siège social: L-1616 Luxembourg, 28-32, place de la Gare.

R.C.S. Luxembourg B 190.290.

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STATUTES

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

Before us Maître Henri Hellinckx, notary residing in Luxembourg.

There appeared:

1) Mantra Management, incorporated under the laws of Luxembourg with its registered office at 28-32, place de la Gare, L-1616 Luxembourg, having a share capital of twelve thousand five hundred Euro (EUR 12,500.-) and registered with the Luxembourg Registre de Commerce et des Sociétés under number B 162.859, represented by Me Anaïs Sohler, lawyer, professionally residing in Luxembourg, pursuant to a proxy dated August 29, 2014.

2) Mantra Gestion SAS, a société par actions simplifiée incorporated under the laws of France, having its registered office at 1 boulevard de la Madeleine, 75001 Paris, France, registered with the Paris Trade and Companies Register under number 498 237 320, represented by Me Anaïs Sohler, lawyer, professionally residing in Luxembourg, pursuant to a proxy dated August 29, 2014.

The proxies signed "ne varietur" by all the appearing parties and the undersigned notary, shall remain annexed to this document to be filed with the registration authorities.

Such appearing parties, in the capacity in which they act, have requested the notary to state as follows the articles of incorporation of a company which they form between themselves (the "Articles").

Art. 1. Name. There is hereby established among the subscribers and all those who may become owners of the Shares of the Company hereafter issued (as defined below), a company in the form of a société en commandite par actions (S.C.A.) qualifying as a société d'investissement à capital variable - fonds d'investissement spécialisé under the name of "Mantra Secondary Opportunities" (the "Company").

The Company shall be governed by the law dated February 13, 2007 applicable to specialised investment funds, as amended from time to time (the "2007 Law").

Art. 2. Registered Office. The registered office of the Company is established in Luxembourg-City, Grand Duchy of Luxembourg. Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or in any other location by a decision of the General Partner (as defined under Article 15 below). Within the same borough, the registered office may be transferred by a simple resolution of the General Partner. If and to the extent permitted by law, the General Partner may also decide to transfer the registered office to any other place in the Grand Duchy of Luxembourg.

If the General Partner determines that any extraordinary political, economic or social events, which have occurred or are imminent, would interfere with the normal activities of the Company at its registered office or with the ease of communication between such office and persons established in any other location, the registered office may be transferred temporarily in any other location until the complete cessation of such exceptional circumstances; such provisional measures shall have no effect on the nationality of the Company, which, notwithstanding such temporary transfer, shall remain a Luxembourg corporation.

Art. 3. Duration. The Company is established for an unlimited period. The Company may be dissolved by a resolution of the Shareholders adopted in the manner required for amendment of these Articles.

Art. 4. Purpose. The purpose of the Company is to place the funds available to it in any kind of permitted assets with the purpose of spreading investment risks and affording its shareholders (the "Shareholders") the results of the management of its portfolio.

The Company may contract any form of borrowings and issue bonds, debentures and any other debt instruments in accordance with these Articles and the prospectus of the Company (the "Prospectus").

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

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

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

Art. 6. Determination of the Investment Objectives. The General Partner shall determine the investment objectives of the Company as well as the course of conduct of the management and the business affairs of the Company in relation thereto, as set forth in the Prospectus, in compliance with applicable laws and regulations.

Art. 7. Share Capital. The capital of the Company shall be represented by shares of no par value and shall at any time be equal to the net assets of the Company as defined in Article 13 hereof.

The capital of the Company shall be represented by two categories of shares (each, a "Category"), namely management share(s) ("Management Share(s)") held by the General Partner or any successor or additional general partner as unlimited Shareholder (actionnaire commandité) of the Company and ordinary shares ("Ordinary Shares") held by the limited Shareholders (actionnaires commanditaires) of the Company.

For the purpose of these Articles, the term "Share" shall either refer to each Ordinary Share and Management Share or only to the relevant Category as the context may require.

The initial capital is equal to thirty-one thousand Euro (EUR 31,000.-), represented by one (1) Management Share and three thousand ninety-nine (3,099) Class B Shares fully paid-up and of no par value. Ordinary Shares issued at the incorporation of the Company may be entirely redeemed at their initial value by the launch date of the first Sub-Fund (as disclosed in the Prospectus or determined by the General Partner).

To the extent the capital requirements provided for under Luxembourg law are complied with, Ordinary Shares issued at the incorporation of the Company may be entirely redeemed at their initial value by the launch date of the first sub-fund of the Company.

The minimum capital of the Company shall be the minimum capital required by Luxembourg law and must be reached within twelve (12) months after the date on which the Company has been authorised as a specialised investment fund under the 2007 Law.

The General Partner may at any time as it deems appropriate decide to create one or more compartments or sub-funds within the meaning of article 71(1) of the 2007 Law (each such compartment or sub-fund, a "Sub-Fund"). Each Sub-Fund may be established for a limited or unlimited duration. The Company constitutes a single legal entity, but the assets of each Sub-Fund shall be invested for the exclusive benefit of the Shareholders of the corresponding Sub-Fund and the assets of a specific Sub-Fund are solely accountable for the liabilities, commitments and obligations of that Sub-Fund. Where the context so requires, the term "Company" may be read as "Sub-Fund".

The General Partner may create each Sub-Fund for an unlimited or a limited period of time.

The proceeds from the issue of Shares of any Class within a Sub-Fund shall be invested pursuant to Article 19 hereof in securities of any kind or other permitted assets corresponding to such geographical areas, industrial sectors or monetary zones, or to such specific types of equity or debt securities or assets or with such other specific features, as the General Partner shall from time to time determine in respect of the relevant Sub-Fund.

The Shares to be issued in a Sub-Fund may, as the General Partner shall determine, be of one or more different classes (each such class, a "Class"), the features, terms and conditions of which shall be established by the General Partner. Initially, Class A Shares and Class B Ordinary Shares and one Management Share will be issued within the Company.

Each Class of Ordinary Shares may, as the General Partner shall determine, be issued in one or more separate series (the "Series"), as provided for in the Prospectus. Any such Series will only serve to identify the Shares depending on their issuance date or their Net Asset Value (as defined below) and will confer no special right among or between them.

For the purposes of these Articles, any reference hereinafter to a "Class" shall also mean a reference to a "Series", unless the context otherwise requires.

For the purpose of determining the capital of the Company, the net assets attributable to each Class shall, if not expressed in EUR, be converted into USD and the capital shall be the total of the net assets of all the Classes.

The general meeting of Shareholders of a Sub-Fund or Class, deciding with simple majority, or the General Partner may consolidate ("reverse split") or split the Shares of such Sub-Fund or Class.

Art. 8. Shares.

(a) Shares in the Company are exclusively restricted to well-informed investors (investisseurs avertis) within the meaning of the 2007 Law (the "Well-informed Investor"). This restriction is not applicable to the General Partner and other persons who are involved in the management of the Company.

(b) All Shares shall in principle be issued exclusively in registered form. The Company reserves the right to issue bearer Shares to the extent that it is in a position to verify at all times that any holders of such bearer Shares meet the requirements of a Well-informed Investor.

The inscription of a Shareholder's name in the register of Shareholders (the "Register") evidences its right of ownership of such registered Shares. Share certificates in registered form may be issued upon request at the discretion of the General Partner, at the expense of the requesting Shareholder, and shall be signed by the General Partner.

All issued registered Shares of the Company shall be registered in the Register, which shall be kept by the General Partner or by one or more persons designated for such purposes by the Company. The Register shall contain all information required under Luxembourg law including the name of each Shareholder, its residence, registered office or elected domicile, the number and Class of Shares it owns, the paid-up amount of each such Share, and banking references. Until

notices to the contrary shall have been received by the Company, the Company may treat any information contained in the Register as accurate and up to date and may especially use the addresses and banking references indicated therein for purposes of sending notices and announcements and making any payments, respectively.

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

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

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

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

Art. 9. Transfer of Shares.

9.1. Transferability of Ordinary Shares

(a) Any sale, assignment, transfer (including donation), exchange, contribution, pledge, mortgage, capital gains sharing agreement (convention de croupier), other disposition or encumbrance, or winding-up of a fund followed by the transfer of its assets and liabilities to its sole Shareholder (transmission universelle de patrimoine) in any form whatsoever, by a Shareholder (a "Transfer") of any Ordinary Shares shall be made in accordance with the law and these Articles and subject in particular to the restrictions provided for in these Articles.

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

(c) The Company may restrict or object to the ownership of Ordinary Shares in the Company by any person that does not meet the requirements of a Well-informed Investor. For this purpose the Company may:

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

(ii) proceed with the compulsory redemption of all or some of all or a portion of Ordinary Shares if it appears that a person does not meet the requirements of a Well-informed Investor.

9.2. Transfer of the Management Share(s)

In the event of a Transfer of the Management Share(s) held by the General Partner, its assignee or transferee shall be substituted in its place and admitted to the Company as the general partner of the Company pursuant to applicable law and with the prior consent of the Commission de Surveillance du Secteur Financier (the "CSSF"). Such a replacement of the General Partner shall involve an amendment of the Articles to be decided in accordance with the quorum and majority requirements referred to in 0. Immediately thereafter, such substituted general partner shall be authorized to and shall continue the business of the Company.

9.3. Transfer of Ordinary Shares

9.3.1. Notice of the Transfer

(a) Any Ordinary Shareholder intending to transfer all or a portion of its Ordinary Shares (a "Proposed Transfer") to a Shareholder or to a third party must notify such Proposed Transfer to the General Partner by registered letter with acknowledgement of receipt (the "Transfer Notice").

(b) The Transfer Notice must include the following information in order to be taken into account for purposes of this Article 9:

(i) the number, the Sub-Fund and the Class of Shares subject to the Proposed Transfer (the "Transferred Shares");

(ii) the price at which the transferee proposes to purchase the Transferred Shares; and

(iii) the name, postal address and tax domicile of the transferor and the transferee.

9.3.2. Unrestricted Transfers

Provided that the transferor notifies a Transfer Notice to the General Partner at the latest fifteen (15) days prior to the date contemplated for the completion of the Proposed Transfer, any Transfer of Ordinary Share(s) by a Shareholder (A) (i) to an Affiliate (as defined in the Prospectus) of such Shareholder or (ii) to an investment fund managed by such Shareholder or by an Affiliate of such Shareholder, or (B) in the event that such Shareholder is an investment fund, (i) to its management company or (ii) to any investment fund which is managed by its management company or by an Affiliate of its management company (an "Affiliated Entity"), shall be unrestricted.

Notwithstanding the foregoing, the General Partner shall have the right to prohibit any Transfer which could have an adverse effect on the Company, the General Partner or any of the Shareholders, including but not limited to regulatory and/or tax consequences.

If there are at least two successive Transfers of the same Ordinary Shares to Affiliates or to Affiliated Entities, any Transfer subsequent to the first Transfer shall only be unrestricted if the proposed transferee is an Affiliate or an Affiliated Entity of the transferring Shareholder in the first Transfer.

With respect to any Transfer to an Affiliate or to an Affiliated Entity, if, at any time whatsoever, the relevant transferee ceases to be an Affiliate or an Affiliated Entity of the transferor, then such transferee must, if the General Partner so requests, transfer all the Ordinary Shares which had been transferred to it back to the transferor as soon as possible. Before such transferee ceases to be an Affiliate or an Affiliated Entity of the transferor, it shall inform the General Partner of its contemplated change of status.

9.3.3. Approval

(a) Prior approval of the Ordinary Share Transfer - In order to maintain the unity of the Company's Shareholders, it is agreed that any Transfer of Ordinary Shares to any person, whether or not a Shareholder, shall require the prior approval of the General Partner.

(b) Exceptions - Unrestricted Transfers of Ordinary Shares referred to in Article 9.3.2 shall not require the prior approval of the General Partner referred to in Article 9.3.3.(a).

(c) Decision of the General Partner - The General Partner shall notify its decision to approve a Proposed Transfer to the transferor. In the absence of such a notification within fifteen (15) days as from the date of the relevant Transfer Notice, the General Partner shall be deemed to have objected to the Proposed Transfer. The General Partner's decision does not need to be explained or justified.

(d) Completion of an approved Transfer - If a Proposed Transfer is approved under the conditions referred to in the preceding paragraphs, the transferor must carry out the approved Transfer in strict compliance with the terms and within the period referred to in the General Partner's approval, or, if no period was specified therein, within thirty (30) Business Days (as defined in the Prospectus) as from the date of the approval notice. Should the transferor fail to complete the Proposed Transfer within such period, it must iterate the approval process referred to in these Articles prior to carrying out any Share Transfer.

If the transferor is unable to complete an approved Transfer within the period referred to in the preceding paragraph: (i) neither the Company nor any of the Shareholders shall be required to redeem the relevant Ordinary Shares, (ii) neither the Company nor any of the Shareholders shall have to indemnify the transferor in any manner whatsoever, and (iii) the General Partner shall not be required to approve any other Proposed Transfer subsequently notified by the transferor.

9.3.4. Indemnification

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

9.3.5. Miscellaneous

Notwithstanding any provision to the contrary contained in these Articles, the transferee of Ordinary Shares shall only have the right to become a Shareholder replacing the transferor if:

(a) the transferee executed all documents required by the General Partner in order to acknowledge such transferee's irrevocable commitment to meet any capital calls attributable to the transferor's commitment which the General Partner remains entitled to call pursuant to the subscription agreement signed by the transferor (the "Undrawn Commitment") and transferred by the transferor to the transferee, as well as all other payments expected from such transferee pursuant to the Prospectus, these Articles and such subscription agreement;

(b) the General Partner shall have received all other documents, opinions, instruments and certificates reasonably required by the General Partner intended to admit the transferee as a Shareholder of the Company and to establish the transferee's consent to be bound by all the provisions of these Articles, the Prospectus and the relevant subscription agreement, including a written commitment to take over all the obligations of the transferor with respect to the Company and a certificate or representation to the effect that the representations set forth in such subscription agreement are (except as otherwise disclosed to and consented to by the General Partner) true and correct with respect to such transferee as of the date of such Transfer;

(c) the transferee shall have delivered to the General Partner such opinion of counsel that may be reasonably requested by the General Partner, which counsel and opinion shall be reasonably satisfactory to the General Partner;

(d) the transferee is a Well-informed Investor and meets any condition (including the eligibility criteria of the relevant Class) provided for in the Prospectus;

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

(f) such Transfer would not cause the Company, any Investment (as defined below), the Advisor (as defined in the Prospectus), the General Partner or any of their respective Affiliates, as reasonably determined by the General Partner, to be in breach, or otherwise adversely affected as a result of the provisions of, any applicable law, regulation or rule (as in effect on the date of the Transfer or as may be in effect at any time in the future).

The General Partner shall be entitled to refuse to register any transferee as a Shareholder in the Register so long as the conditions of the previous paragraphs are not met.

Any Transfer of registered Shares shall be entered into the Register; such inscription shall be signed by the General Partner or by any other person(s) appointed for this purpose by the General Partner.

Art. 10. Issuance of Shares. Within the limits of the 2007 Law, the General Partner is authorised without limitation to issue additional partially or fully paid Shares at any time, in accordance with the procedures and subject to the terms and conditions determined by the General Partner and referred to the Prospectus, without reserving to the existing Shareholders any preferential or pre-emptive rights to subscription for the Shares to be issued. The issuance price shall be determined in accordance with the criteria defined by the General Partner and referred to in the Prospectus. The issuance price may vary depending on the context (e.g. according to the relevant Class of the Shares, the date of subscription etc.), and may especially be a fixed price or a price based on the Net Asset Value for the relevant Class of Shares as determined in accordance with the provisions of Article 13 hereof plus a sales charge or premium, if any, as the Prospectus may provide. The General Partner may also make such adjustment to the issuance price as it may consider appropriate to ensure fairness between the Shareholders.

Shareholders shall be required to commit to subscribe for Shares or may directly subscribe for Shares, as determined by the General Partner and referred to the Prospectus. If the General Partner decides that Shareholders have to commit to subscribe for Shares, Shareholders will be required to execute a subscription agreement and indicate therein their total committed capital (the "Commitment" or "Commitments"), subject to any minimum Commitment as may be decided by the General Partner and referred to in the Prospectus.

The procedures relating to Commitments and draw down of the Commitments will be referred to the Prospectus and the subscription agreement.

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

Art. 11. Redemption of Shares. As is more specifically prescribed hereinafter, the Company has the power to redeem its own Shares at any time within the sole limitations set forth by law.

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

The General Partner, acting on behalf of the Company, may redeem Shares (i) whenever the Company is making a distribution, or (ii) on a compulsory basis if a Shareholder (a) ceases to be or is found not to be a Well-informed Investor, (b) is in breach of the law or requirement of any country or governmental authority, or (c) entails circumstances which in the opinion of the General Partner might result in the Company incurring any tax liability or suffering any monetary charge which the Company might not otherwise have incurred or suffered from or (d) does not comply or ceases to comply with any provision of the Prospectus or the Articles. Whenever the Company redeems Shares for the purpose of making a distribution, the redemption price shall be based on the most recent available Net Asset Value of the relevant Class of Shares or the Net Asset Value that the General Partner calculates upon the redemption date if the General Partner determines that the Net Asset Value of the Company has increased or decreased materially since the day the most recent available Net Asset Value has been calculated, divided by the number of Shares being redeemed.

Unless otherwise provided for in these Articles, a compulsory redemption shall be made under the conditions set forth in the Prospectus. In the event of a compulsory redemption, the redemption price will be equal to the latest available Net Asset Value of the Shares of the relevant Class redeemed and held by the relevant Shareholder or the Net Asset Value that the General Partner may elect to calculate upon the redemption date, less any amount that would be necessary to indemnify the Company for any costs or damages incurred by reason of such compulsory redemption. The General Partner shall determine in its sole discretion when payment of the redemption price will be due, provided that the payment shall under no circumstances occur after the expiry of the term of the relevant Sub-Fund or, as the case may be, after the latest distribution to be made to the Shareholders in case of a liquidation of the Company.

The Company may also redeem Shares in the event of default of payment by a Shareholder in accordance with Article 12.

The General Partner is authorised to cancel the Shares that have been redeemed.

Upon the decision of the General Partner and with the prior approval of the relevant Shareholder, the Company shall have the right to pay any redemption price in specie by allocating to such Shareholder such portion of the Company's Investments equal to the value of the Shares to be redeemed in accordance with the Prospectus.

The General Partner shall be entitled to accept or reject the conversion of Shares from a Class into Shares of another Class to the extent permitted by and subject to the conditions referred to the Prospectus (if any).

Art. 12. Late and Default of Payment. If a Shareholder holding a Class of Shares to which this Article is applicable pursuant to the Prospectus (the "Defaulting Shareholder") does not make, in full or in part, a payment corresponding to a capital call or any other amount required to be funded pursuant to these Articles, the Prospectus or such Shareholder's subscription agreement, in each case on the date on which such payment must be made (the "Payment Date"), the General Partner will send a default letter (the "Default Letter") to such Defaulting Shareholder and may proceed in the following manner:

1) Subject to the provisions of paragraph 3 below, the Defaulting Shareholder (i) shall receive no distribution of any kind until the date on which the Company has realised or distributed all its assets and may make a final distribution of all remaining assets to the Shareholders, and (ii) in the General Partner's discretion, may not be authorised to participate in any Shareholders' votes. If such Shareholder is represented on the Advisory Committee of the Company (as defined below), the relevant member will automatically be suspended from its membership in this respect.

2) In addition, any delay in payment of any amount corresponding to a capital call or any other amount required to be funded pursuant to these Articles, the Prospectus or the Defaulting Shareholder's subscription agreement, shall lead to the payment of interest ("Accrued Interest") in favour of the Company, automatically and without any formalities whatsoever being necessary, calculated on a prorated basis using the Euribor three (3) month rate (established on the Payment Date) plus eight hundred (800) basis points applied to the amount due by the Defaulting Shareholder from the Payment Date until payment has been received in full by the Company, without prejudice to any action which the Company may bring against the Defaulting Shareholder, and the option for the Company to exercise the rights referred to in paragraph 4 below.

3) If the default is remedied in full within one (1) month as from the date on which the Default Letter was sent (including, for the avoidance of doubt, the payment of the defaulted amounts plus Accrued Interest thereon), the Defaulting Shareholder will recover its rights (i) to receive the distributions made, including the distributions which took place between the Payment Date and the date on which the default was remedied in full, and (ii) to participate in Shareholders' vote if its participation therein had been suspended. If the Defaulting Shareholder's representative was suspended from the Advisory Committee, the General Partner may decide in its discretion to invite such representative to resume its membership on the Advisory Committee.

4) If the default is not remedied in full within one (1) month as from the date on which the Default Letter was sent (including, for the avoidance of doubt, the payment of the defaulted amounts plus Accrued Interest thereon), the General Partner may, in its sole discretion, exercise one or more of the following options:

(a) the Shares held by the Defaulting Shareholder (the "Defaulting Shareholder's Shares") may be transferred in full or in part to one or more other Shareholders and/or third parties.

The transferee(s) may be designated by the Defaulting Shareholder within one (1) month as from the date on which the Default Letter was sent, provided that such period may be extended by the General Partner in its discretion. Any proposed Transfer must comply with the provisions of Article 9, including the prior approval of the General Partner. If the Defaulting Shareholder and the transferee(s) designated by the Defaulting Shareholder agree to a price, the Defaulting Shareholder's Shares will be transferred at such price.

If (i) the Defaulting Shareholder and the transferee(s) designated by the Defaulting Shareholder do not agree on a price, (ii) the Defaulting Shareholder does not designate transferee(s) within the required period, (iii) pursuant to Article 9, the General Partner does not approve the Transfer to the transferee(s) designated by the Defaulting Shareholder, or (iv) all or a portion of the Defaulting Shareholder's Shares are not transferred for any other reason, the General Partner may proceed in its discretion as provided in paragraphs (b) or (c) below.

Out of the transfer price, the General Partner shall be entitled to first deduct the defaulted amounts which are owed to the Company plus Accrued Interest thereon up to the effective date of the Transfer. The General Partner shall then be entitled to deduct for its own account, the account of the Company, the other Shareholders, the Depositary (as defined below), the Registrar and the Central Administration (as defined in the Prospectus), an amount equal to all the expenses incurred or damages suffered by them and arising from the Defaulting Shareholder's default. The Defaulting Shareholder will receive the balance, if any.

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

(b) If the General Partner decides not to proceed pursuant to paragraph (a) above or if all or a portion of the Defaulting Shareholder's Shares are not transferred under the conditions referred to in paragraph (a) above, the General Partner may, in its sole discretion, decide to cancel the Shares of the relevant Class corresponding to the Defaulting Shareholder's Shares which were not so transferred, and convert them into Class D Shares (the "Class D Shares").

Holders of Class D Shares will only have the right to receive the payment of the paid-up amount of their Commitment. Such payment will only be done when the General Partner has paid in full the paid-up amount attributable to Shares issued to all the other Shareholders. From this amount, the General Partner shall be entitled to deduct the Accrued Interest up

to the issuance date of the Class D Shares as well as, for its own account, the account of the Company, the other Shareholders, the Depositary (as defined hereafter), the registrar and the central administration of the Company, an amount equal to all the expenses incurred or damages suffered by them and arising from the Defaulting Shareholder's default. The Defaulting Shareholder will receive the balance, if any.

Subsequent to the conversion of the Shares of the relevant Class into Class D Shares, the Defaulting Shareholder will be released from any obligation to pay future capital calls attributable to its Commitment attributable to such Shares.

(c) If all or a portion of the Defaulting Shareholder's Shares are not transferred or converted into Class D Shares under the conditions referred to in paragraphs (a) and (b) above, respectively, the General Partner may, in its sole discretion, decide that the Company will redeem all or a portion of the Defaulting Shareholder's Shares.

The Shares of the relevant Class will be redeemed by the Company at a fixed price (the "Redemption Price") equal to fifty per cent (50%) of the lesser of the two following amounts: (i) the paid-up amount attributable to the Defaulting Shareholder's Commitment under the relevant Class of Shares, net of any distributions received by the Defaulting Shareholder with respect thereto, and (ii) the latest available Net Asset Value of the Shares of the relevant Class being redeemed.

The payment of the Redemption Price will be subject to the payment by the Company in full of the paid-up amount attributable to Shares issued to all the other Shareholders.

The General Partner shall determine in its sole discretion when payment of the redemption price will be due, provided that the payment shall under no circumstances occur after the expiry of the term of the relevant Sub-Fund or, as the case may be, after the latest distribution to be made to the Shareholders in case of a liquidation of the Company.

From the Redemption Price, the General Partner shall be entitled to deduct the Accrued Interest up to the redemption date as well as, for its own account, the account of the Company, the other Shareholders, the Depositary, the Registrar and the Central Administration, an amount equal to all the expenses incurred or damages suffered by them and arising from the Defaulting Shareholder's default. The Defaulting Shareholder will receive the balance, if any.

The Shares of the relevant Class redeemed by the Company will be cancelled.

Art. 13. Calculation of the Net Asset Value. The Net Asset Value per Share of each Class within each Sub-Fund (the "Net Asset Value") shall be expressed in the reference currency of the relevant Class (and/or in any other currencies as the General Partner shall from time to time determine) and shall be determined as at any date determined by the General Partner (each such date a "Valuation Date") by dividing the value of the total assets of the Sub-Fund properly allocated to that Class less the liabilities of the Sub-Fund properly allocated to that Class (including accrued expenses such as management fees and incentive fees, if any) by the total number of Shares of that Class outstanding as at any Valuation Date, in accordance with the rules set forth below.

The Net Asset Value per Share may be rounded up or down as the Board shall determine.

If, since the time of determination of the Net Asset Value as at the relevant Valuation Date, there has been a substantial change in the valuation of the investments attributable to the relevant Sub-Fund, the Company may, in order to safeguard the interests of the shareholders and of the Company, cancel the first valuation and carry out a second valuation until any subscription, redemption or conversion has been processed on the basis of the Net Asset Value so determined.

For the avoidance of doubt, in determining the liabilities attributable to any Share Class, the Company or its duly appointed agent shall take into account, inter alia, all expenses and liabilities payable by the Company that are attributable to such Share Class, including but not be limited to (i) fees and expenses payable to the General Partner, the Depositary and its correspondents, the registrar, the central administration of the Company, any listing agent, any permanent representatives in places of registration, as well as any other agent appointed by the Company; (ii) insurance premiums for the insurance coverage relating to the liability of directors of the General Partners and employees of the Company or any third parties appointed as manager, director or member of the management board (directoire) or supervisory board (conseil de surveillance) (or any equivalent positions) of any investment of the Company; (iii) legal fees and expenses; (iv) taxes and other governmental charges, fees and duties payable by the Company (including VAT), other than taxes withheld from distributions to Shareholders or otherwise payable by Shareholders; (v) accounting and consulting fees and expenses; (vi) auditors' fees and expenses; (vii) litigation costs incurred by the General Partner with respect to the Company; (viii) central administration fees and expenses of the General Partner and the Company; (ix) expenses incurred in relation to the advisory committee of the Company and the reports prepared on behalf of its members; (x) expenses incurred in relation to Shareholders' meetings and the reports prepared on their behalf; (xi) expenses incurred in preparing, printing, advertising and distributing prospectuses, explanatory memoranda, periodical reports or registration statements; (xii) valuation expenses and expenses incurred in determining the Net Asset Value; (xiii) expenses incurred in publishing issuance, redemption and conversion prices; (xiv) bank charges, including expenses incurred in connection with currency conversion and brokerage activities; (xv) interest on borrowings; (xvi) indemnification expenses referred to in Article 18; (xvii) costs of winding up and liquidating the Company; (xviii) all expenses and costs (including all registration expenses and professional fees) incurred in connection with the identification, evaluation, negotiation, acquisition, holding and disposal of investments by the Company, whether or not completed, including but not limited to accounting, legal and tax fees and expenses, expenses in connection with hedging transactions, taxes and other governmental charges, fees and duties, including registration charges, and litigation costs; (xix) all expenses incurred in relation to the creation and marketing of the Company, including but not limited to legal, tax and accounting fees and expenses, reasonable travel

expenses, auditors' and consultants' fees and expenses, and placement fees and expenses; (xx) any fees and expenses involved in registering and maintaining the registration of the Company with any government agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country; (xxi) postage, telephone and telex; and (xxii) costs and expenses that are classified as extraordinary expenses under Luxembourg generally accepted accounting principles.

The Company's assets shall be valued on the basis of their fair value estimated in good faith by the General Partner and in accordance with the criteria of the valuation guidelines provided for in the International Private Equity and Venture Capital (IPEV) Valuation Guidelines, as amended from time to time.

If any risk coverage transactions are used (e.g., hedging transactions intended to cover fluctuations of currency exchange rates and market interest rates), the valuation method used shall be based on the fair value estimated with care and in good faith by the General Partner. The values expressed in a currency other than the reference currency of the Company will be converted at the applicable exchange rate in Luxembourg on the relevant Valuation Date. The General Partner is authorized to draft or amend the rules applicable to the determination of the relevant valuations.

The Net Asset Value by Share Class as of each Valuation Date will be sent to the Shareholders at the initiative of the General Partner and under the conditions set forth in the Prospectus.

Art. 14. Suspension of Calculation of the Net Asset Value. The General Partner may suspend temporarily the calculation of the Net Asset Value of one or more Sub-Fund(s) and consequently the issue and conversion (if possible) of Shares of such Sub-Fund, it being understood that where the context no requires "Sub-Fund" may also be read as "Class" in any of the following events:

(a) when there is a suspension or an emergency situation following which it is impracticable for the Company to dispose of or value a substantial part of its assets;

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

(c) for the entire period during which one of the main exchanges on which a substantial part of the Company's Investments is listed or traded is closed for a reason other than ordinary holidays, or for any period during which transactions thereon are restricted or suspended;

(d) during any period when in the opinion of the General Partner there exist unusual circumstances where it would be impracticable or unfair towards the Shareholders to continue dealing with Shares of the Company;

(e) as soon as the General Partner decide to liquidate the Company or to merge it or if the Company is being or may be wound-up or merged, or on or following the date on which notice is given to the Shareholders at which a resolution to wind-up or to merge the Company is to be proposed; or

(f) when, for any other reason, the value of any of the Company's Investments cannot be determined promptly or accurately.

Any such suspension shall be published, if appropriate, by the General Partner. Any Shareholder affected by the suspension will be informed of such suspension to the extent provided for in the Prospectus.

Art. 15. General Partner. The Company shall be managed by Mantra Management (the "General Partner") in its capacity as unlimited Shareholder of the Company.

If, according to the final determination of a court of appeal of competent jurisdiction: (a) the General Partner has engaged in a conduct that constitutes a fraud, a wilful misconduct (faute grave) or a material violation of the constitutional documents of the Company which cannot be rectified within a reasonable time, and (b) the General Partner's conduct has a material adverse effect on the Shareholders or the Company Assets, as such term is defined in the Prospectus (the "Wilful Misconduct"), the General Partner shall inform the Shareholders as soon as possible following such decision. In such a situation, at least two separate Shareholders whose aggregate Commitments are equal to or greater than 50% of the Total Commitments, as defined in the Prospectus (the "Claiming Shareholders") will be entitled to ask the General Partner by registered letter with acknowledgment of receipt setting out the Wilful Misconduct (the "Request Letter") to propose to all the Shareholders, within a period of two months as from the date on which the Request Letter is received by the General Partner, to transfer the management of the Company to a general partner selected by the Claiming Shareholders. The transfer of the management of the Company to the new general partner shall be decided by decision of the general meeting of Shareholders of the Company taken in accordance with the rules applicable to the amendment of these Articles except that the General Partner shall have no veto right.

The General Partner may further be dismissed by the general meeting of Shareholders, in accordance with the rules applicable to the amendment of these Articles.

In the event of legal incapacity, liquidation or other permanent situation preventing the General Partner from acting as General Partner of the Company, the Company will not be dissolved and liquidated automatically, provided that an administrator, who needs not be a Shareholder of the Company, is appointed by the Advisory Committee to effect urgent or mere administrative acts, until a general meeting of Shareholders of the Company is held, which such administrator will convene within fifteen (15) days of its appointment. At such general meeting, the Shareholders of the Company may appoint, in accordance with the quorum and majority requirements applicable to the amendment of these Articles, a successor general partner (the "Successor General Partner") approved by the CSSF. Failing such appointment, the Company will be dissolved and liquidated.

For the avoidance of doubt, the appointment of a Successor General Partner is not subject to the approval of the General Partner.

Art. 16. Powers of the General Partner. The General Partner is vested with the broadest power to perform all acts of administration and disposition in compliance with the Company's corporate objects. All powers not expressly reserved by law or the present Articles to the general meeting of Shareholders fall within the competence of the General Partner.

The General Partner shall, based upon the principle of spreading of risks, determine the corporate and investment policy and the course of conduct of the management and business affairs of the Company.

The General Partner shall also determine any restrictions which shall from time to time be applicable to the investments of the Company.

It shall have the power on behalf and in the name of the Company to carry out any and all of the purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary, advisable or useful or incidental thereto. Except as otherwise expressly provided, the General Partner has, and shall have full authority in its discretion to exercise, on behalf of and in the name of the Company, all rights and powers necessary or convenient to carry out the purposes of the Company.

The General Partner may, from time to time, appoint officers or agents of the Company considered necessary for the operation and management of the Company, provided however that the holders of Ordinary Shares may not carry out act of management vis-à-vis third parties without jeopardising their limited liability.

The officers and/or agents appointed, unless otherwise stipulated in the Articles, shall have the powers and duties given to them by the General Partner.

The General Partner may appoint special committee(s) (such as an advisory committee) in order to perform certain tasks and functions as described in the Prospectus.

The General Partner may act as an alternative investment fund manager ("AIFM") in the meaning of the law of 12 July 2013 on alternative investment fund managers (the "AIFM Law") or appoint another entity as designated AIFM of the Company.

Art. 17. Representation of the Company. Vis-à-vis third parties, the Company is validly bound by the sole signature of the General Partner or by the signature(s) of any other person(s) to whom authority has been delegated by the General Partner.

Art. 18. Indemnification.

(a) The Company shall and hereby does, to the fullest extent permitted by applicable law, indemnify and hold harmless each Covered Person from and against any and all claims, demands, liabilities, costs, expenses, damages, losses, suits, proceedings and actions, whether judicial, administrative, investigative or otherwise, of whatever nature, liquidated or unliquidated ("Claims"), that may accrue to or be incurred by any Covered Person, or in which any Covered Person may become involved, as a party or otherwise, or with which any Covered Person may be threatened, relating to or arising out of the investment or other activities of the Company, activities undertaken in connection with the Company, or otherwise relating to or arising out of these Articles or the Prospectus, including amounts paid in satisfaction of judgements, in compromise or as fines or penalties, and counsel fees and expenses incurred in connection with the preparation for or defence or disposition of any investigation, action, suit, arbitration or other proceeding (a "Proceeding"), whether civil or criminal (all of such Claims, amounts and expenses referred to in this Article 18 are referred to collectively as "Damages"), except to the extent that it shall have been determined by a final decision of a court of competent jurisdiction that such Damages arose primarily from Disabling Conduct of such Covered Person.

For purposes of this Article 18:

(i) "Covered Person" may mean the General Partner, the adviser of the Company, the Depositary, the registrar, the central administration of the Company and each of their respective Affiliates; officers, directors, employees, partners, members, managers and agents of any of the General Partner, the adviser of the Company, the Depositary, the registrar, the central administration of the Company and each of their respective Affiliates (subject to the provisions of the agreements entered into between the Company and the advisers of the Company, the Depositary, the registrar or the central administration which may derogate from this clause); each person serving, or who has served, as a member of the Advisory Committee (and, with respect to Claims or Damages arising out of or relating to such service only, the Shareholder that nominated such person as a member of the Advisory Committee); and any other person designated by the General Partner as a Covered Person who serves at the request of the General Partner on behalf of the Company as an officer, director, employee, partner, member or agent of any other person that is an Affiliate of the General Partner or the Company.

(ii) "Disabling Conduct" shall mean, with respect to any Covered Person, such Covered Person's fraud, wilful malfeasance, gross negligence or reckless disregard of duties in the conduct of such Covered Person's office.

(b) Any person seeking indemnification under this Article 18 shall use reasonable efforts to seek indemnification for any Damages from an Investment (as defined in the Prospectus), or from any insurance company or other third party from whom indemnification may be sought, prior to seeking indemnification from the Company. Any such indemnification shall reduce the amount to which such person is entitled pursuant to this Article 18. If any Covered Person recovers any

amounts in respect of any Damages from an Investment, or from any insurance company or other third party, such Covered Person shall, to the extent that such recovery is duplicative of any amounts previously paid to it by the Company under this Article 18 in respect of such Damages, repay such amounts to the Company.

(c) Reasonable expenses (including legal fees) incurred by a Covered Person in defence or settlement of any Claim that may be subject to a right of indemnification pursuant to this Article 18 may be advanced by the Company to such Covered Person prior to the final disposition thereof upon receipt of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be determined by a final decision of a court of competent jurisdiction that the Covered Person was not entitled to be indemnified hereunder. The General Partner shall notify the Advisory Committee of any such expenses advanced by the Company.

(d) Promptly after receipt by a Covered Person of notice of the commencement of any Proceeding, such Covered Person shall, if a claim for indemnification in respect thereof is to be made against the Company, give written notice to the Company of the commencement of such Proceeding, provided that the failure of any Covered Person to give such notice as provided herein shall not relieve the Company of its obligations under this Article 18, except to the extent that the Company is actually prejudiced by such failure to give such notice.

If any such Proceeding is brought against a Covered Person, the Company will be entitled to participate in and to assume the defence thereof to the extent that the Company may wish, with counsel reasonably satisfactory to such Covered Person.

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

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

(a) The provisions of this Article 18 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Article 18 and regardless of any subsequent amendment to these Articles or the Prospectus, and no amendment to these Articles or the Prospectus shall reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment.

(b) Subject to item (b) above, the right of any Covered Person to the indemnification provided in this Article 18 shall be cumulative with, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law and shall extend to such Covered Person's successors, assigns, heirs and legal representatives.

Art. 19. Conflicts of Interest.

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

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

By acquiring a Share in the Company, each Shareholder will be deemed to have acknowledged the existence of any actual and potential conflicts of interest referred to in this Article and the Prospectus, including in its Section entitled "Risk Factors and Conflicts of Interest", and to have waived any claims with respect to the existence of any such conflicts of interest.

Art. 20. Depositary. The Company shall enter into a depositary agreement with an entity, which shall satisfy the requirements of the Luxembourg laws and in particular the 2007 Law (the "Depositary").

The Depositary shall assume towards the Company and its shareholders the responsibilities provided by the applicable law.

The Company hereby expressly allows the General Partner to decide to allow for any discharge by the Depositary of its liability that is not prohibited by any applicable laws and regulations and to be in place in accordance with the conditions set out in applicable laws.

Information regarding any discharge by the Depositary of its liability, as well as any material change to this information, may be disclosed or made available to Investors as defined hereafter in, via and/or at any of the Information Means listed in Article 33 of these Articles; it being understood that availability or disclosure of any information regarding discharge by the Depositary of its liability may be restricted to the largest extent authorised by applicable laws and regulations.

To the maximum extent authorised by applicable laws and regulations, the shareholders authorise the General Partner to agree upon the transfer of any assets of the Company to, and reuse by, of any third party, including the Company's Depositary and any prime broker appointed from time to time.

Art. 21. Advisory Committee. The General Partner shall be entitled to establish and determine the membership and operating procedures of an advisory committee in accordance with the provisions of the Prospectus (the "Advisory Committee"). The Advisory Committee shall have the duties and powers set forth in the Prospectus.

Art. 22. General Meeting of Shareholders. Any regularly constituted meeting of the Shareholders of the Company shall represent all the Shareholders of the Company. Its resolutions shall be binding upon all Shareholders of the Company regardless of the Class of Shares held by them. Without prejudice to Article 15 and to any other powers reserved to the General Partner by these Articles or by law, it shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Company.

Art. 23. Annual general meeting. The annual general meeting of Shareholders shall be held, in accordance with Luxembourg law, at the registered office of the Company or at such other place in Luxembourg as may be specified in the notice of meeting, on the last Friday of the month of June at 2.30 p.m. (Luxembourg time). If this day is not a Business Day (as defined in the Prospectus), the annual general meeting shall be held on the next Business Day. The annual general meeting may be held abroad if, in the absolute and final judgment of the General Partner, exceptional circumstances so require.

If permitted by and under the conditions set forth in Luxembourg laws and regulations, the annual general meeting of Shareholders may be held at another date, time or place than those set forth in the preceding paragraph, which date, time and place are to be decided by the General Partner.

Other meetings of Shareholders or of holders of Shares of any specific Sub-Fund or Class may be held at any such place and time as may be specified in the respective notices of meeting.

Art. 24. Quorum and voting. The quorum and notice periods required by law shall govern the conduct of the meetings of Shareholders of the Company, unless otherwise provided herein.

Under the conditions set forth in Luxembourg laws and regulations, the notice of any general meeting of Shareholders may provide that the quorum and the majority applicable for this general meeting will be determined according to the Shares issued and outstanding at a certain date and time preceding the general meeting (the "Record Date"), whereas the right of a Shareholder to attend a general meeting of Shareholders and to exercise the voting rights attached to his Shares will be determined by reference to the Shares held by this Shareholder as at the Record Date. In case of dematerialised Shares (if issued) the right of a holder of such Shares to attend a general meeting of Shareholders and to exercise the voting rights attached to such Shares will be determined by reference to the Shares held by this holder as at the time and date provided for by Luxembourg laws and regulations.

Each Share of whatever Class and regardless of the Net Asset Value per Share within that Class, is entitled to one vote, subject to the limitations imposed by these Articles. A Shareholder may act at any meeting of Shareholders by appointing another person as his proxy in writing or by cable or telegram, telex, telefax message or any other electronic means capable of evidencing such proxy. Any such proxy shall be deemed valid, provided that it is not revoked, for any reconvened Shareholders' meeting. A company may execute a proxy under the hand of a duly authorised officer.

Except as otherwise required by law or as otherwise provided herein, resolutions at a meeting of Shareholders duly convened will be passed by a simple majority of votes cast.

Unless otherwise provided for herein or required by law, no resolution affecting the interest of the Company towards third parties or amending the Articles shall be validly passed unless approved by the General Partner.

The General Partner may determine all other conditions that must be fulfilled by Shareholders for them to take part in any meeting of Shareholders.

Each Shareholder may vote through voting forms sent by post or facsimile to the Company's registered office or to the address specified in the convening notice. The Shareholders may only use voting forms provided by the Company and which contain at least the place, date and time of the general meeting, the agenda of the general meeting, the proposal submitted to the decision of the general meeting, as well as for each proposal three boxes allowing the Shareholder to vote in favour, against, or abstain from voting on each proposed resolution by ticking the appropriate box.

Voting forms, which show neither a vote in favour nor against the resolution, or an abstention, shall be void. The Company will only take into account voting forms received three (3) days prior to the general meeting of Shareholders they relate to.

Art. 25. Fiscal Year. The Company's fiscal year commences on January 1 and ends on December 31.

Art. 26. Annual Report. The Company shall publish an annual report within a period of six (6) months as of the end of each fiscal year as well as interim reports under the conditions set forth in the Prospectus.

Art. 27. Approved Statutory Auditor. The operations of the Company and its financial situation including in particular its books will be supervised by an approved statutory auditor ("réviseur d'entreprises agréé") who will satisfy the requirements of Luxembourg law as to honorability and professional experience and who will carry out the duties prescribed by the applicable law. The approved statutory auditor will be elected or dismissed by the annual general meeting of Shareholders until the next annual general meeting of Shareholders and until its successor is elected.

Art. 28. Distributions. The right to distributions under any form (including any distribution of dividends, reimbursement or redemption of Shares) is determined by the General Partner in accordance with the provisions of the Prospectus and within the limits of the law. No distribution of dividends can take place if, subsequent to such distribution, the Share capital of the Company would fall below the minimum capital provided for by law.

Art. 29. Amendments to the Articles. These Articles may be amended from time to time by a general meeting of Shareholders. As indicated in Article 24 hereof, no resolution amending the Articles shall (unless otherwise provided for herein or required by law) be validly passed unless approved by the General Partner.

At any general meeting of Shareholders convened in order to amend the Articles, including its corporate object or to resolve on issues for which the law refers to the conditions required for the amendment of the Articles, the quorum shall be a number of Shareholders that represents not less than 50% of the Share capital of the Company. If the quorum requirement is not fulfilled a second meeting may be convened in accordance with the law. In such a case, the notice of the meeting shall reproduce the agenda and indicate the date and the result of the preceding meeting. The second meeting may validly deliberate irrespective of the portion of the Shares represented.

In both meetings resolutions must be passed by at least two thirds of the votes cast, provided that no resolution shall be validly passed unless approved by the General Partner, unless otherwise provided by law or herein.

Art. 30. Dissolution. Without prejudice to liquidation grounds provided for in the 2007 Law and the quorum and majority requirements applying thereto, Shareholders may (with the consent of the General Partner) elect to dissolve the Company and to put it into liquidation in accordance with Article 30 hereof.

In the event of a dissolution of the Company, liquidation shall be carried out by one or more liquidators appointed by the general meeting of Shareholders which shall determine their powers and their compensation. The net proceeds will be distributed in accordance with the provisions of the Prospectus and may be distributed in kind to the holders of Shares.

Art. 31. Liquidation and amalgamation of Sub-Funds. A Sub-Fund may be liquidated before its term (if relevant) upon a decision of the general meeting of Shareholders of the relevant Sub-Fund deliberating with the similar quorum and majority requirements as set forth in Article 28 of the Articles. In such a situation, the General Partner shall use its best efforts to realize the portfolio investments on the best terms available. The portfolio investments that the General Partner has not been able to realize will be distributed in kind (in specie), after consultation of the Advisory Committee, whether or not such portfolio investments are listed on a regulated stock market. The General Partner shall cause the Sub-Fund to pay all costs of liquidation and all the debts, obligations and liabilities of the Sub-Fund, and shall make adequate provisions for any present or future or foreseeable obligations, in each case to the extent of the Sub-Fund's Assets (as defined in the Prospectus). Any remaining proceeds and assets shall be distributed to the Shareholders in accordance with the rules provided for in the Prospectus.

The amounts unclaimed by the Shareholders upon expiry of the liquidation procedure will be deposited with the Caisse de Consignation of Luxembourg in favour of whom it may concern. If such amounts are not claimed before the time bar, they will be deemed lost.

Art. 32. Applicable Law. All matters not governed by these Articles shall be determined in accordance with the law dated 10 August 1915 on commercial companies (the "1915 Law") and the 2007 Law, as such laws may be amended from time to time.

Art. 33. Preferential treatment of Investors. Any prospective or existing shareholder ("Investor") may be accorded a preferential treatment, or a right to obtain a preferential treatment (a "Preferential Treatment") subject to, and in compliance with the conditions set forth in, applicable laws and regulations.

A Preferential Treatment may consist (i) in the diminution or removal of any applicable fees, (ii) in the partial or total reimbursement or rebate of certain fees, charges and/or expenses, (iii) in preferential terms applicable to any subscription, redemption, conversion or transfer of shares (such as shorter or no prior notice, lower or no minimum amount requirements, lower or no gating, reduced or no side-pocketing, tag-along or drag-along rights; the foregoing being illustrative and not exhaustive), (iv) in the possibility of avoiding investment in, or exposure to, certain assets, liabilities or counterparties, (v) in the access to, or increased transparency of, information related to certain aspects of the Company's portfolio or of the Company's or its AIFM's management or activities (whether past, present and/or future) in general, (vi) in preferential terms in relation to any distribution (whether of dividends, carried interests, liquidation proceeds or of any other amount that may be distributed by the Company to Investors), (vii) in certain preferential terms and rights (including veto) in relation to the appointment or removal of members of the Company's or its AIFM's governing bodies and/or internal committees, (viii) in the participation to the Company's or its AIFM's management or activities in general (including participation to their governing bodies and/or internal committees), (ix) in a right to veto, to postpone or to otherwise condition certain decisions or resolutions, (x) in increased or additional voting rights, (xi) in a "most favoured nation" (or similar) right, or (xii) in any other advantage or privilege that is not inconsistent with these Articles or with applicable laws and regulations and that may be determined from time to time by, and in the discretion of, the Company and/or its AIFM.

A Preferential Treatment may be accorded on the basis (i) of the size, nature, timing or any feature of the investment in, or of any commitment taken vis-à-vis, the Company, (ii) of the type, category, nature, specificity or any feature of the

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

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

A Preferential Treatment is not necessarily assorted with the so-called "most favoured nation" clause in favour of all Investors, meaning that, unless otherwise provided to the contrary or required by applicable laws or regulations, the existence or introduction of a Preferential Treatment or the fact that one or more Investors have been accorded a Preferential Treatment does not create a right in favour of any other prospective or existing Investor to claim for its benefit such a Preferential Treatment, even if, in relation to this Investor, all the criteria and features on which is based the relevant Preferential Treatment are met, and even if the situation and features of this Investor are similar to any of the Investors to whom this Preferential Treatment has been accorded.

Whenever an Investor obtains a Preferential Treatment, a description of that Preferential Treatment, the type of Investors who obtain such preferential treatment and, where relevant, their legal or economic links with the Company or its AIFM, as well as any material change to this information, may be disclosed or made available to Investors in, via and/or at any of the Information Means listed in Article 33 of these Articles; it being understood that availability or disclosure of any information regarding Preferential Treatment may be restricted to the largest extent authorised by applicable laws and regulations.

Art. 34. Investor's Information. Any information or document that the Company or its AIFM must or wishes to disclose or be made available to some or all of the Investors shall be validly disclosed or made available to any of the concerned Investors in, via and/or at any of the following information means (each an "Information Means"): (i) the Company's sales documents, offering or marketing documentation, (ii) subscription, redemption, conversion or transfer form, (iii) contract note, statement or confirmation in any other form, (iv) letter, telecopy, e-mail or any type of notice or message, (v) publication in the (electronic or printed) press, (vi) the Company's periodic report, (vii) the Company's, AIFM's or any third party's registered office, (viii) a third-party, (ix) internet/a website (as the case may be subject to password or other limitations) and (x) any other means or medium to be freely determined from time to time by the Company or its AIFM to the extent that such means or medium comply and remain consistent with these Articles and applicable Luxembourg laws and regulations.

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

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

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

Transitory provisions

The first accounting year will begin on the date of incorporation of the Company and will end on December 31, 2014.

The first annual general meeting of Shareholders shall be held in 2015.

Subscription and payment

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

Subscriber	Management Share	Ordinary Shares	Subscribed Capital (EUR)
Mantra Management	1	0	10
Mantra Gestion SAS	0	3,099	30,990
Total	1	3,100	31,000

Proof of the payment in cash of the amount of 31,000 EUR has been given to the undersigned notary.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of its formation are estimated at approximately three thousand EURO (3,000 EUR).

Statements

The undersigned notary states that the conditions provided for in articles 26, 26-3 and 26-5 of the law of the 1915 Law have been observed.

General meeting of shareholders

The above named persons, representing the entire subscribed capital and considering themselves as fully convened, have immediately proceeded to a first general meeting.

Having first verified that it was regularly constituted, they have passed the following resolutions by unanimous vote.

First resolution

The following entity is elected approved statutory auditor until the next annual general meeting of Shareholders is held:

KPMG Luxembourg, a société à responsabilité limitée incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 9, allée Scheffer, L-2520 Luxembourg.

Second resolution

The registered office of the Company is fixed at 28-32, place de la Gare, L-1616 Luxembourg.

The undersigned notary made aware the Company of the obligations imposed under the law of 28 July 2014 and the undersigned notary also made aware the appearing parties of the necessity to appoint a permanent representative of the General Partner.

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

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

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

Signé: A. SOHLER et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 10 septembre 2014. Relation: LAC/2014/42086. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 18 septembre 2014.

Référence de publication: 2014146263/786.

(140166199) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Holding Blanc Bleu 5 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 125.000,00.

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

R.C.S. Luxembourg B 190.285.

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STATUTES

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

Before Maître Martine SCHAEFFER, notary residing in Luxembourg, Grand Duchy of Luxembourg, undersigned.

There appeared:

1. "Special Situations Venture Partners III Structured, LP", a company incorporated under the laws of Guernsey, having its registered office at Les Echelons, Barclays Court, St. Peter Port, Guernsey GY1 6AW, Channel Islands, registered with the Guernsey Register under number 1518.

2. "Special Situations Venture Partners III, LP", a company incorporated under the laws of Guernsey, having its registered office at Les Echelons, Barclays Court, St. Peter Port, Guernsey GY1 6AW, Channel Islands, registered with the Guernsey Register under number 53915.

3. “Kieran Investment GmbH & Co. KG”, a company incorporated under the laws of Germany, having its registered office at Südliche Münchner Str. 8, D- 82031 Grünwald, Germany, registered with the Germany Trade Register under number 97715.

The founders are here all represented by Mister Gianpiero SADDI, private employee, residing professionally at L-1750 Luxembourg, 74, avenue Victor Hugo, by virtue of three proxies given under private seal.

The beforesaid proxies, being initialled "ne varietur" by the appearing person and the undersigned notary shall remain annexed to the present deed to be filed at the same time with the registration authorities.

Such parties have requested the notary to draw up the following bylaws of a "société à responsabilité limitée" which its declares to incorporate.

Name - Registered office - Object - Duration

Art. 1. There is hereby formed a “société à responsabilité limitée”, private limited liability company, governed by the present articles of incorporation and by current Luxembourg laws, especially the laws of August 10 th , 1915 on commercial companies, of September 18 th , 1933 and of December 28 th , 1992 on "sociétés à responsabilité limitée", as amended, and the present articles of incorporation.

Art. 2. The Company’s name is "Holding Blanc Bleu 5 S.à r.l.".

Art. 3. The Company’s purpose is to take participations and interests, in any form whatsoever, in any commercial, industrial, financial or other, Luxembourg or foreign enterprises (Holding Company); to acquire any securities and rights through participation, contribution, underwriting firm purchase or option, negotiation or in any other way and namely to acquire patents and licences, and other property, rights and interest in property as the Company shall deem fit, and generally to hold, manage, develop, sell or dispose of the same, in whole or in part, for such consideration as the Company may think fit, and particular for shares or securities of any company purchasing the same, to enter into, assist or participate in financial, commercial and other transactions, and to grant to any holding company, subsidiary, or fellow subsidiary, or any other company associated in any way with the Company, or the said holding company, subsidiary or fellow subsidiary, in which the Company has a direct or indirect financial interest, any assistance, loans, advances or guarantees; to borrow and raise money in any manner and to secure the repayment of any money borrowed, to acquire (in Luxembourg and elsewhere), whether directly or indirectly, any real estate (including but not limited to industrial, commercial, financial and residential real estate), to finance such acquisitions, and also to create, acquire, finance and/or manage any other companies or other legal entities necessary to carry out the objects and also to manage and/or develop any real estate so acquired and finally to perform any operation which is directly or indirectly related to its purpose.

Art. 4. The Company has its registered office in the City of Luxembourg, Grand Duchy of Luxembourg.

It may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of its shareholders deliberating in the manner provided for amendments to the Articles.

The address of the registered office may be transferred within the municipality by decision of the board of managers.

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

In the event that the management should determine that extraordinary political, economic or social developments have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company. Such temporary measures will be taken and notified to any interested parties by the management of the Company.

Art. 5. The Company is constituted for an unlimited duration.

Art. 6. The life of the Company does not come to an end by death, suspension of civil rights, bankruptcy or insolvency of any shareholder.

Art. 7. The creditors, representatives, rightful owner or heirs of any shareholder are neither allowed, in circumstances, to require the sealing of the assets and documents of the Company, nor to interfere in any manner in the administration of the Company. They must for the exercise of their rights refer to financial statements and to the decisions of the meetings.

Capital - Shares

Art. 8. The Company’s capital is set at EUR 125,000 (one hundred twenty-five thousand euro) represented by 1,250,000 (one million two hundred fifty thousand) Class A Ordinary Shares, 1,250,000 (one million two hundred fifty thousand) Class B Ordinary Shares, 1,250,000 (one million two hundred fifty thousand) Class C Ordinary Shares, 1,250,000 (one million two hundred fifty thousand) Class D Ordinary Shares, 1,250,000 (one million two hundred fifty thousand) Class E Ordinary Shares, 1,250,000 (one million two hundred fifty thousand) Class F Ordinary Shares, 1,250,000 (one million two hundred fifty thousand) Class G Ordinary Shares, 1,250,000 (one million two hundred fifty thousand) Class H Or-

dinary Shares, 1,250,000 (one million two hundred fifty thousand) Class I Ordinary Shares and 1,250,000 (one million two hundred fifty thousand) Class J Ordinary Shares of EUR 0.01 (one cent euro) each and, together with the Class A,B,C,D,E,F,G,H,I,J Ordinary Shares referred to as the "Ordinary Shares" and, each having such rights and obligations as set out in these Articles. In these Articles, "Shareholders" means the holders at the relevant time of the Shares and "Shareholder" shall be construed accordingly."

Art. 9. Each class of Shares will have the same rights, save as otherwise provided in these Articles. Each Share is entitled to one vote at ordinary and extraordinary general meetings of shareholders.

Art. 10. The share capital may be modified at any time by approval of a majority of shareholders representing three quarters of the share capital at least. For the purposes of this present section, the following capitalized terms shall have the meanings set out next to them:

"Available Amount" means the total amount of net profits of the Company (including carried forward profits) to the extent the holders of the class of Shares to be repurchased and cancelled would have been entitled to dividend distributions in accordance with Article 21, increased by (i) any freely distributable reserves and (ii) as the case may be, by the amount of the Share capital reduction and Legal Reserve reduction relating to the class of Shares to be repurchased and cancelled, but reduced by (i) any losses (included carried forward losses), (ii) any sums to be placed into undistributable reserve (s) pursuant to the requirements of the Law or of the Articles, each time as set out in the relevant Interim Accounts, and (iii) any accrued and unpaid dividends to the extent those have not already reduced the NP (without, for the avoidance of doubt, any double counting) so that AA=(NP + P+ CR) -(L + LR + LD) Whereby

AA = Available Amount

NP = net profits (including carried forward profits)

P= any freely distributable reserves (including the share premium reserve)

CR = the amount of the share capital reduction and Legal Reserve reduction relating to the class of Shares to be cancelled

L= losses (including carried forward losses)

LR = any sums to be placed into un-distributable reserve (s) pursuant to the requirements of the Law or of the Articles,

LD = any accrued and unpaid dividends to the extent those have not already reduced the NP."Cancellation Value Per Share" shall be calculated by dividing the Total Cancellation Amount by the number of Shares in issue in such class of Shares to be repurchased and cancelled,

"Interim Accounts" means the Interim accounts of the Company as at the relevant Interim Account Date,

"Interim Account Date" means the date no earlier than eight (8) days before the date of the repurchase and cancellation of the relevant class(es) of Shares, provided that such date may not be later than the last day of the third month following the first year end after the start date of the relevant period

"Legal Reserve" has the meaning given to it in article 21,

"Repurchase Price" means the amount determined by the board of managers and approved by the general meeting on the basis of the relevant Interim Accounts, the Repurchase Price shall be lower or equal to the entire Available Amount at the time of the cancellation of the relevant Shares unless otherwise resolved by the general meeting in the manner provided for an amendment of the Articles, and

"Total Cancellation Amount" means the amount determined by the board of managers approved by the general meeting on the basis of the relevant Interim Accounts. The Total Cancellation Amount for each class of shares shall be the Available Amount of the relevant class at the time of the cancellation of the relevant class unless otherwise resolved by the board of managers provided however that the Total Cancellation Amount shall never be higher than such Available Amount. The board of managers can choose to include or exclude in its determination of the Total Cancellation Amount, the freely distributable share premium either in part or in totality.

Art. 11. The share capital of the Company may be reduced through repurchase and cancellation of shares including by (i) the repurchase and cancellation of one or more entire class(es) of Shares through the repurchase and cancellation of all the shares in issue in such classe, or (ii) by the repurchase and cancellation of all the Shares in every class of Shares held by a shareholder, as may be determined from time-to-time by the board of managers and approved by the general meeting, provided however that the share capital never become lower than the minimum required by the Law.

In the case of any repurchase and cancellation of class(es) of Shares, such repurchase and cancellation of Shares shall be made in alphabetical order (starting with Class A ordinary Shares).

In the event of a reduction of share capital through the repurchase and the cancellation of a one or more class(es) of Shares (in the order provided for above), the holders of the repurchased and cancelled class(es) of shares shall receive from the Company an amount equal to the Cancellation Value Per Share for each of the relevant class(es) held by them and cancelled.

Upon the repurchase and cancellation of the shares of the relevant class, the Cancellation Value Per Share will become due and payable by the Company.

In case of a reduction of share capital through the repurchase and the cancellation of all the Shares held in every class of Shares by a shareholder, this shareholder shall be entitled to receive the Repurchase Price, as determined by the board of managers and approved by the general meeting.

The Company may repurchase its Shares as provided herein only to the extent otherwise permitted by the Law.

Art. 12. The shares are freely transferable among the shareholders.

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

Otherwise it is referred to the provisions of articles 189 and 190 of the co-ordinate law on trading companies.

The shares are indivisible with regard to the Company, which admit only one owner for each of them.

Management

Art. 13. The Company is managed by one or more managers. If several managers have been appointed, they will constitute a board of managers. The manager(s) need not to be shareholders. The managers may be removed at any time, with or without cause, by a resolution of shareholders holding a majority of votes.

In dealing with third parties, the manager(s) will have all powers to act in the name of the Company in all circumstances and to carry out and approve all acts and operations consistent with the Company's objects and provided the terms of this article shall have been complied with.

All powers not expressly reserved by law or the present Articles to the general meeting of shareholders fall within the competence of the manager, or in case of plurality of managers, of the board of managers.

The Company shall be bound by the sole signature of its single manager, and, in case of plurality of managers, by the single signature of any member of the board of managers.

The manager, or in case of plurality of managers, the board of managers may sub-delegate his powers for specific tasks to one several ad hoc agents.

The manager, or in case of plurality of managers, the board of managers will determine this agent's responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of his agency.

In case of plurality of managers, boards of managers will be validly held provided that the majority of managers be present.

In this case, the resolutions of the board of managers shall be adopted by the majority of the managers present or represented.

The use of video-conferencing equipment and conference call shall be allowed provided that each participating member of the Board of Managers is able to hear and to be heard by all other participating members whether or not using this technology, and each participating member of the Board of Managers shall be deemed to be present and shall be authorised to vote by video or by phone.

The powers and remunerations of any managers possibly appointed at a later date in addition to or in the place of the first managers will be determined in the act of nomination.

Art. 14. Any manager does not contract in his function any personal obligation concerning the commitments regularly taken by him in the name of the Company; as a mandatory he is only responsible for the execution of his mandate.

The Company shall indemnify any manager and his heirs, executors and administrators, against expenses, damages, compensation and costs reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a manager of the Company, or, at the request of the Company, of any other company of which the Company is a shareholder or creditor and by which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement, and only to the extend the Company is advised by its legal counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not exclude other rights to which he may be entitled.

Art. 15. Managers decisions are taken by meeting of the board of managers.

Any manager may act at any meeting of managers by appointing in writing or by telefax, cable, telegram or telex another manager as his proxy.

Resolutions in writing approved and signed by all managers shall have the same effect as resolutions passed at the managers' meeting.

In such cases, resolutions or decisions shall be expressly taken, either formulated by writing by circular way, transmitted by ordinary mail, electronic mail or telecopier, or by phone, teleconferencing or other telecommunications media.

Shareholders decisions

Art. 16. Shareholders decisions are taken by shareholder's meetings.

However, the holding of meeting is not compulsory as long as the shareholders number is less than twenty-five.

In such case, the management can decide that each shareholder shall receive the whole text of each resolution or decisions to be taken, expressly drawn up by writing, transmitted by ordinary mail, electronic mail or telecopier.

Art. 17. Resolutions are validly adopted when taken by shareholders representing more than half of the capital.

If this quorum is not attained at a first meeting, the shareholders are immediately convened by registered letters to a second meeting.

At this second meeting, decisions will be taken at the majority of voting shareholders whatever majority of capital be represented.

However, decisions concerning an amendment of the articles of association must be taken by a majority vote of shareholders representing the three quarters of the capital.

Every meeting shall be held in Luxembourg or such other place as the managers may from time to time determine.

A sole shareholder exercises alone the powers devolved to the meeting of shareholders by the dispositions of Section XII of the law of August 10 th , 1915 on sociétés à responsabilité limitée.

As a consequence thereof, all decisions which exceed the powers of the managers are taken by the sole shareholder.

Financial year - Balance sheet

Art. 18. The Company's financial year begins on January 1 st and closes on December 31 st of each year.

Art. 19. Each year, as of the 31 st of December, the management will draw up the balance sheet which will contain a record of the properties of the Company together with its debts and liabilities and be accompanied by an annex containing a summary of all its commitments and the debts of the manager(s) toward the company.

At the same time, the management will prepare a profit and loss account which will be submitted to the general meeting of shareholders together with the balance sheet.

Art. 20. Each shareholder may inspect at the head office the inventory, the balance sheet and the profit and loss account.

Art. 21. Five per cent (5%) of the net profit is set aside for the establishment of the legal reserve, until such reserve amounts to ten per cent (10%) of the share capital (hereinafter the "Legal Reserve').

After allocation to the Legal Reserve, the shareholders shall determine how the remainder of the annual net profits will be disposed of by allocating the whole or part of the remainder to a reserve, by carrying it forward to the next following financial year or by distributing it, together with carried forward profits, distributable reserves or share premium to the shareholders.

In compliance with the foregoing provisions, the manager or the board of managers may distribute interim dividends to the shareholders, under the following conditions:

- Interim accounts are established by the manager or the board of managers.

These accounts show a profit including profits carried forward or transferred to an extraordinary reserve,

- The decision to pay interim dividends is taken by the manager or the board of managers, and

- The payment is made once the Company has obtained the assurance that the rights of the creditors of the Company are not threatened and once five percent (5%) of the net profit of the current year has been allocated to the Legal Reserve.

Art. 22. In any year in which the company resolves to make dividend distributions, drawn from net profits and from available reserves derived from retained earnings, including any share premium, the amount allocated to this effect shall be distributed in the following order of priority:

- first, the holders of Class A Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point ten per cent (0.10%) of the nominal value of the Class A Shares held by them, then,

- the holders of Class B Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point fifteen per cent (0.15%) of the nominal value of the Class B Shares held by them, then,

- the holders of Class C Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point twenty per cent (0.20%) of the nominal value of the Class C Shares held by them, then,

- the holders of Class D Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point twenty-five per cent (0.25%) of the nominal value of the Class D Shares held by them, then,

- the holders of Class E Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point thirty per cent (0.30%) of the nominal value of the Class E Shares held by them, then,

- the holders of Class F Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point thirty-five per cent (0.35%) of the nominal value of the Class F Shares held by them, then

- the holders of Class G Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point forty per cent (0.40%) of the nominal value of the Class G Shares held by them, then

- the holders of Class H Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point forty-five per cent (0.45%) of the nominal value of the Class H Shares held by them, then

- the holders of Class I Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point fifty per cent (0.50%) of the nominal value of the Class I Shares, and then,

- the holders of Class J Shares shall be entitled to receive the remainder of any dividend distribution.

Should the whole first class of shares (by alphabetical order, e.g. initially Class A Shares) have been cancelled following its redemption, repurchase or otherwise at the time of the distribution, the remainder of any dividend distribution shall then be allocated to the next first outstanding class of shares in the alphabetical order (e.g. after the first cancellation, Class B Shares).

Winding-up – Liquidation

Art. 23. The liquidation will be carried out by one or more liquidators, physical or legal persons, appointed by the general meeting of shareholders which will specify their powers and fix their remuneration.

When the liquidation of the Company is closed, the assets of the Company will be attributed to the shareholders at the pro-rata of their participation in the share capital of the company.

Applicable law

Art. 24. The laws here above mentioned in article 1 st shall apply in so far as these Articles of Incorporation do not provide for the contrary.

Transitory measures

Exceptionally the first financial year shall begin today and end on December 31, 2014.

Subscription - Payment

All the 125,000 (one hundred twenty-five thousand) shares representing the capital have been entirely subscribed as follows and fully paid up in cash:

	SSVP III Str	SSVP III	Kieran	
A	576,400	592,500	81,100	1,250,000
B	576,400	592,500	81,100	1,250,000
C	576,400	592,500	81,100	1,250,000
D	576,400	592,500	81,100	1,250,000
E	576,400	592,500	81,100	1,250,000
F	576,400	592,500	81,100	1,250,000
G	576,400	592,500	81,100	1,250,000
H	576,400	592,500	81,100	1,250,000
I	576,400	592,500	81,100	1,250,000
J	576,400	592,500	81,100	1,250,000
	5,764,000	5,925,000	811,000	12,500,000

Therefore the amount of EUR 125,000 (one hundred twenty-five thousand euro) is as now at the disposal of the Company Holding Blanc Bleu 5 S.à r.l., proof of which has been duly given to the notary.

Estimate of Costs

The costs, expenses, fees and charges, in whatsoever form, which are to be borne by the Company or which shall be charged to it in connection with its incorporation, have been estimated at about one thousand seven hundred (EUR 1.700.-) Euro.

General meeting

Immediately after the incorporation of the Company, the abovenamed persons, representing the entirety of the subscribed capital and exercising the powers devolved to the meeting, passed the following resolutions:

1) Are appointed as managers for an undetermined duration

- Mr Frank Przygodda, manager, born on February 28, 1968 in Bochum (Germany), with professional address at 5, rue Guillaume Kroll, L-1882 Luxembourg;

- Mrs Caroline Hartmann, manager, born on September 9, 1980 in Sankt-Vith (Belgium), with professional address at 5, rue Guillaume Kroll, L-1882 Luxembourg;

In accordance with article eleven of the by-laws, the Company shall be bound by the single signature of any manager.

2) The Company shall have its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg.

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

Whereof and in faith of which we, the undersigned notary have set hand and seal in Luxembourg-City on the day named at the beginning of this document.

The document having been read to the proxy holder, said person signed with us, the Notary, the present original deed.

Deutsche Übersetzung des vorhergehenden Textes

Im Jahr zweitausendundvierzehn, am siebenundzwanzigsten August.

Vor dem unterzeichneten Notar Martine SCHAEFFER, mit Amtssitz in Luxemburg, Großherzogtum Luxemburg,

sind erschienen:

1. "Special Situations Venture Partners III Structured, LP", eine Gesellschaft gegründet unter der Gesetzgebung der Kanalinseln, mit Sitz in Les Echelons, Barclays Court, St. Peter Port, Guernsey GY1 6AW, Channel Islands, eingetragen im Guernsey Handelsregister unter der Nummer 1518.

2. "Special Situations Venture Partners III, LP", eine Gesellschaft gegründet unter der Gesetzgebung der Kanalinseln, mit Sitz in Les Echelons, Barclays Court, St. Peter Port, Guernsey GY1 6AW, Channel Islands, eingetragen im Guernsey Handelsregister unter der Nummer 53915.

3. "Kieran Investment GmbH & Co. KG", eine Gesellschaft gegründet unter der deutschen Gesetzgebung, mit Sitz in Südliche Münchner Str. 8, D-82031 Grünwald, Deutschland, eingetragen im Handelsregister in Deutschland unter der Nummer 97715.

Die Gründer sind allesamt hier vertreten durch Herrn Gianpiero SADDI, Privatbeamter, wohnhaft in L-1750 Luxemburg, 74, avenue Victor Hugo, aufgrund von drei privatschriftlichen Vollmachten.

Besagte Vollmachten, welche nachdem sie „ne varietur" von dem Bevollmächtigten der erschienenen Personen und dem unterzeichneten Notar unterzeichnet wurden, im Anhang dieser Akte bleiben, um mit dieser zusammen einregistriert zu werden.

Diese erschienenen Parteien, wie oben angegeben vertreten, haben den unterzeichneten Notar beauftragt, die Satzung einer Gesellschaft mit beschränkter Haftung (société à responsabilité limitée) wie folgt aufzunehmen:

Sitz - Zweck - Dauer

Art. 1. Es wird eine Gesellschaft mit beschränkter Haftung gegründet, die dieser Satzung und den derzeitigen luxemburgischen Gesetzen unterliegt und insbesondere den abgeänderten Gesetzen vom 10. August 1915 über Handelsgesellschaften, vom 18. September 1933 und vom 28. Dezember 1992 über Gesellschaften mit beschränkter Haftung sowie die vorliegende Satzung.

Art. 2. Der Name der Gesellschaft ist „Holding Blanc Bleu 5 S.à r.l.".

Art. 3. Zweck der Gesellschaft ist das Halten von Anteilen und Beteiligungen in jeder Form an kommerziellen, industriellen, finanziellen oder sonstigen luxemburgischen oder ausländischen Unternehmen (Beteiligungsgesellschaft), der Kauf von jeglichen Wertpapieren und Rechten durch Beteiligung, Einlagen, Zeichnung, Kauf oder Kaufoption, Verhandlung oder auf sonst eine Art sowie der Kauf von Patenten und Lizenzen, oder von sonstigen Eigentümern, Rechten und Interessen, die die Gesellschaft als angemessen erachtet und im Allgemeinen diese zu verwalten, entwickeln, verkaufen oder veräußern, ganz oder teilweise für den Zweck den die Gesellschaft als angemessen erachtet, und insbesondere für Aktien oder Wertpapiere von Unternehmen die diese kaufen, die Beteiligung, die Unterstützung in und von finanziellen, kommerziellen oder sonstigen Transaktionen, und jeder Holding Gesellschaft, Tochtergesellschaft, in der sie ein direktes oder indirektes finanzielles Interesse hat, jegliche Unterstützung, Darlehen, Vorschüsse und Garantien zu geben, Geld zu leihen und zu verleihen, gleich in welcher Art und die Rückzahlung von dem geliehen Geld zu sichern, in Luxemburg oder im Ausland, direkt oder indirekt, jegliche unbeweglichen Güter zu kaufen, diese Käufe zu finanzieren und andere Unternehmen oder Rechtspersonen zu gründen, kaufen, finanzieren und/oder zu verwalten und ebenfalls die so gekauften unbeweglichen Güter zu verwalten und/oder zu entwickeln und schließlich alle Operationen, die direkt oder indirekt zu der Förderung dieser Zweckerfüllung beitragen.

Art. 4. Der Sitz der Gesellschaft befindet sich in Luxemburg-Stadt Großherzogtum Luxemburg.

Er kann an jeglichen anderen Ort im Großherzogtum Luxemburg verlegt werden durch einen Beschluss der außerordentlichen Generalversammlung der Gesellschafter, die wie für die Änderung der Satzung beschließt.

Auf Beschluss der Geschäftsführer, kann der Sitz der Gesellschaft innerhalb der Gemeinde verlegt werden.

Die Gesellschaft kann Büroräume und Niederlassungen, beides in Luxemburg und im Ausland besitzen.

Sollten nach Erachtens der Geschäftsführung außerordentliche Ereignisse eintreten oder bevorstehen, ob politischer, wirtschaftlicher oder gesellschaftlicher Art, die den normalen Tätigkeitsverlauf am Gesellschaftssitz oder die Kommunikation mit dem Gesellschaftssitz oder zwischen dem Gesellschaftssitz und dem Ausland beeinträchtigen, kann die Geschäftsführung den Gesellschaftssitz zeitweilig ins Ausland verlegen und dies bis zum Ende dieser anormalen Umstände. Diese provisorischen Maßnahmen werden die Staatsangehörigkeit der Gesellschaft keineswegs beeinträchtigen. Diese bleibt, trotz der zeitweiligen Verlegung des Gesellschaftssitzes luxemburgischer Staatsangehörigkeit.

Art. 5. Die Gesellschaft wird auf unbefristete Dauer gegründet.

Art. 6. Das Leben der Gesellschaft ist nicht beendet durch den Tod, die Aufhebung der bürgerlichen Rechte, Konkurs oder Insolvenz eines der Gesellschafter.

Art. 7. Die Gläubiger, Vertreter, rechtmäßigen Inhaber und Erben der Gesellschafter dürfen unter keinen Umständen, weder die Beschlagnahme des Eigentums und der Dokumente der Gesellschaft veranlassen, noch können sie in irgendeiner Weise in die Geschäftsführung der Gesellschaft eingreifen. Für die Ausübung ihrer Rechte müssen sie sich auf die Finanzberichte und die Beschlüsse der Versammlungen berufen.

Kapital - Aktien

Art. 8. Das Gesellschaftskapital beläuft sich auf EUR 125.000.- (einhundertfünfundzwanzigtausend Euro) und ist aufgeteilt auf 1.250.000 (einemillionzweihundertfünfzigtausend) Stammanteile der Klasse A, 1.250.000 (einemillionzweihundertfünfzigtausend) Stammanteile der Klasse B, 1.250.000 (einemillionzweihundertfünfzigtausend) Stammanteile der Klasse C, 1.250.000 (einemillionzweihundertfünfzigtausend) Stammanteile der Klasse D, 1.250.000 (einemillionzweihundertfünfzigtausend) Stammanteile der Klasse E, 1.250000 (einemillionzweihundertfünfzigtausend) Stammanteile der Klasse F, 1.250.000 (einemillionzweihundertfünfzigtausend) Stammanteile der Klasse G, 1.250.000 (einemillionzweihundertfünfzigtausend) Stammanteile der Klasse H, 1.250.000 (einemillionzweihundertfünfzigtausend) Stammanteile der Klasse I, 1.250.000 (einemillionzweihundertfünfzigtausend) Stammanteile der Klasse J, mit einem Nennwert von je EUR 0,01 (ein cent Euro), die Stammanteile der Klasse A, B, C, D, E, F, G, H, I und J werden als „Stammanteile" bezeichnet. Alle Anteile haben die gleichen Rechte und Pflichten wie erklärt in dieser Gesellschaftssatzung. In dieser Gesellschaftssatzung bedeutet die „Gesellschafter" die Inhaber der Anteile zu gegebener Zeit und „Gesellschafter" wird entsprechend ausgelegt

Art. 9. Jede Anteilsklasse wird die gleichen Rechte haben, soweit in dieser Gesellschaftssatzung nicht etwas anderes bestimmt ist. Jeder Anteil gewährt eine Stimme bei ordentlichen und außerordentlichen Generalversammlungen.

Art. 10. Das Gesellschaftskapital kann jederzeit durch Beschluss einer Mehrheit von Gesellschaftern, die zumindest drei Viertel des Gesellschaftskapitals vertreten, geändert werden. Im Rahmen dieses Abschnitts besitzen nachstehende großgeschriebene Begriffe die folgende Bedeutung:

„Annullierungswert pro Anteil" wird durch die Teilung des Gesamtannullierungsbetrags durch die Anzahl ausgegebener Aktien der jeweiligen Anteilsklasse, die wiedererworben und annulliert werden, errechnet,

„Gesamtannullierungsbetrag" bedeutet der Betrag, der auf Basis des entsprechenden Zwischenabschlusses durch die Geschäftsführung festgelegt und durch die Gesellschafterversammlung genehmigt wurde. Der Gesamtannullierungsbetrag einer jeden Anteilsklasse wird dem Verfügbaren Betrag der entsprechenden Anteilsklasse zum Zeitpunkt der Annullierung der entsprechenden Anteilsklasse darstellen, insofern die Geschäftsführung nichts Abweichendes beschliesst und der Gesamtannullierungsbetrag den verfügbaren Betrag zu keinem Zeitpunkt übersteigt. Die Geschäftsführung kann im Rahmen der Festlegung des Gesamtannullierungsbetrags entscheiden, den freiverteilungsfähigen Agio, teilweise oder ganz, miteinzubeziehen oder auszuschliessen.

„Gesetzliche Rücklage " hat die in Artikel 21 festgelegte Bedeutung,

„Rückkaufpreis" bedeutet der Betrag, der auf Basis des entsprechenden Zwischenabschlusses durch die Geschäftsführung festgelegt und durch die Gesellschafterversammlung genehmigt wurde Der Ruckkaufpreis wird nicht den Verfügbaren Betrag übersteigen, zum Zeitpunkt der Annullierung der entsprechenden Anteilsklasse, soweit nichts anderes durch die Gesellschafterversammlung in der vorgesehenen Form einer Satzungsänderung beschlossen wurde,

„Verfügbarer Betrag" bedeutet der Gesamtbetrag des Nettogewinns der Gesellschaft (vorgetragene Gewinne eingeschlossen), insoweit die Inhaber der zum Rückkauf und zur Annullierung bestimmten Anteilsklasse Anrechte auf Dividendenausschüttung im Sinne des Artikels 21 gehabt hatten, erhöht um (i) jegliche frei verfügbare Rücklagen (einschließlich im Zweifelsfall etwaige Ausgabeprämien) und (ii) je nachdem um den Betrag der Kapitalherabsetzung und der gesetzlichen Rücklagenherabsetzung im Zusammenhang mit der zum Rückkauf und zur Annullierung bestimmten Anteilsklasse, von der jedoch (i) jegliche Verluste (vorgetragene Verluste eingeschlossen) (ii) jegliche Betrage, die gemäß den gesetzlichen Bestimmungen und denen der vorliegenden Gesellschaftssatzung, zur nicht-ausschüttbare Rücklage bestimmt sind, sowie diese jeweils in den betroffenen Zwischenabschlüssen erscheinen abgezogen werden und (iii) alle aufgelaufenen und nicht ausgeschütteten Dividenden soweit diese nicht bereit den NP reduziert haben (um Zweifel abzuschließen, ohne jegliche Doppelzählungen), so dass

VB = (NG + E+KH)-(V+ GK + LD) wobei

VB = Verfügbarer Betrag

NG = Nettogewinn (vorgetragene Gewinne eingeschlossen)

E = jeder verfügbare Emissionsagio und andere frei zur Verfügung stehende Beträge

KH = Betrag der Kapitalherabsetzung und der gesetzlicher Rücklagenherabsetzung im Zusammenhang mit der zur Annullierung bestimmten Anteilskategone

V = Verluste (vorgetragene Verluste eingeschlossen)

GK = jegliche Beträge, die gemäß den gesetzlichen Bestimmungen und denen der vorliegenden Gesellschaftssatzung, zur Rücklage bestimmt sind,

LD = alle aufgelaufenen und nicht ausgeschütteten Dividenden soweit diese nicht bereits den NP reduziert haben.

„Zwischenabschluss" bedeutet die Zwischenabschlüsse der Gesellschaft zum Zwischenabschlussdatum.

„Zwischenabschlussdatum" bedeutet das Datum, das nicht früher als acht (8) Tage vor dem Annullierungsdatum der betroffenen Anteilsklasse festgelegt werden kann, insoweit dieses Datum nicht später als der letzte Tag der dritten Monate nach Beendigung der ersten Geschäftsjahres ab dem Tag des Zwischenabschluss wird.

Art. 11. Das Gesellschaftskapital kann herabgesetzt werden durch die Annullierung von Gesellschaftsanteilen, einschließlich (i) Rückkauf und Annullierung einer oder mehrerer ganzer Anteilsklassen durch Rückkauf und Annulierung aller in dieser Anteilsklasse gezeichneten Anteile oder (ii) durch Rückkauf und Annullierung der von jedem Gesellschafter gehaltenen gesamten Anteilsklasse einer Gesellschaftssatzung, wie jederzeit durch die Geschäftsführer festgelegt wird und durch die Gesellschafterversammlung genehmigt wird, vorausgesetzt jedoch, dass das Gesellschaftskapital über dem gesetzlich festgelegten Minimum liegt.

Im Falle eines Ruckkaufs und einer Annullierung deiner oder mehrerer ganzer Anteilsklasse muss diese Rückkauf und Annullierung der Anteile in alphabetischer Reihenfolge erfolgen (beginnend mit den Anteilen der Klasse A).

Im Falle einer Herabsetzung des Gesellschaftskapitals durch den Rückkauf und die Annullierung einer oder mehrerer Anteilsklasse(n) (in der obengenannten Reihenfolge), erhalten die Anteilseigner der zurückgekauften und annullierten Anteile von der Gesellschaft einen Betrag, der dem Annullierungswert pro Anteil der entsprechenden Anteilsklasse(n), entspricht.

Als Konsequenz des Rückkaufs und der Annullierung der Anteile der betreffenden Anteilsklasse wird der Annullierungswert pro Anteil durch die Gesellschaft fällig und zahlbar.

Im Falle einer Herabsetzung des Gesellschaftskapitals durch den Rückkauf und die Annullierung von allen von einem Gesellschafter in jeder Anteilsklasse gehaltenen Anteilen, bekommt dieser Gesellschafter einen Rückkaufpreis, der nach der Geschäftsführung festgelegt wird und durch die Gesellschafterversammlung genehmigt wird.

Die Gesellschaft kann, unter Beachtung der relevanten gesetzlichen Vorgaben, ihre eigenen Anteile zurückkaufen.

Art. 12. Unter den Gesellschaftern sind die Anteile frei übertragbar.

Die Anteile dürfen nicht „inter vivos“ an Nicht-Gesellschafter übertragen werden, es sei denn die Vertreter von wenigstens drei Viertel des Gesellschaftskapitals haben einer Übertragung in der Generalversammlung zugestimmt.

Weiterhin gelten die Bestimmungen von Artikel 189 und 190 des Gesetzes über Handelsgesellschaften.

Die Anteile sind gegenüber der Gesellschaft unteilbar und sie nimmt je Anteil nur einen Inhaber an.

Geschäftsführung

Art. 13. Die Gesellschaft wird von einem oder mehreren Geschäftsführern geleitet. Bei mehreren Geschäftsführern bilden diese die Geschäftsführung. Die Geschäftsführer müssen nicht Gesellschafter sein. Die Geschäftsführer können zu jeder Zeit mit oder ohne Grund durch einen Beschluss des/der Gesellschafter widerrufen werden.

In dem Umgang mit Dritten werden die Geschäftsführer alle Befugnisse haben um im Namen der Gesellschaft zu handeln und Operationen in Einklang mit dem Gesellschaftszweck und unter Beachtung der Bestimmungen dieser Satzung durchzuführen.

Alle Befugnisse, die nicht ausdrücklich durch das Gesetz oder diese Satzung der Generalversammlung der Gesellschafter vorbehalten sind, unterliegen der Kompetenz des alleinigen Geschäftsführers oder der Geschäftsführung.

Die Gesellschaft ist durch die Einzelunterschrift des alleinigen Geschäftsführers oder, bei mehreren Geschäftsführern, durch die Einzelunterschrift eines Geschäftsführers gebunden.

Der alleinige Geschäftsführer oder, im Falle von mehreren Geschäftsführern, zwei Geschäftsführer (kann seine) können ihre Befugnisse für besondere Aufgaben an einen oder mehrere ad hoc Beauftrage übertragen.

Der alleinige Geschäftsführer oder, im Falle von mehreren Geschäftsführern, zwei Geschäftsführer (kann) können die Zuständigkeiten und Entlohnung (falls zutreffend) dieses Beauftragten bestimmen, sowie die Dauer seines Mandats oder sonstige zutreffenden Bedingungen davon.

Im Falle von mehreren Geschäftsführern, werden die Sitzungen der Geschäftsführung gültig abgehalten, wenn eine Mehrheit der Geschäftsführer anwesend ist.

In diesem Fall werden die Beschlüsse der Geschäftsführung durch die Mehrzahl der anwesenden oder vertretenen Geschäftsführer angenommen.

Die Benutzung von Videokonferenzeinrichtungen und Telefonkonferenzen sind zugelassen, wenn jeder teilnehmende Geschäftsführer in der Lage ist, alle teilnehmenden Geschäftsführer zu hören und von diesen gehört zu werden, gleich ob sie diese Technologie benutzen oder nicht und jeder teilnehmende Geschäftsführer gilt als anwesend und ist dazu ermächtigt, per Video oder Telefon abzustimmen.

Die Befugnisse und Entlohnungen der Geschäftsführer, die an einem späteren Datum zusätzlich oder an Stelle der ersten Geschäftsführer ernannt werden, werden in der Ernennungsurkunde bestimmt.

Art. 14. Keiner der Geschäftsführer übernimmt in seiner Funktion eine persönliche Haftung betreffend seine Verpflichtungen im Namen der Gesellschaft. Als Beauftragter ist er lediglich zuständig für die Ausübung seines Mandats.

Die Gesellschaft wird alle Geschäftsführer und ihre Erben, Beauftragten unbeschädigt halten von allen Ausgaben, Schäden, Ausgleichen und Kosten, die auf vernünftige Weise in Verbindung mit einer Handlung, einem Verfahren entstehen, in denen sie eine Partei sein können aufgrund ihrer Funktion als Geschäftsführer der Gesellschaft oder, auf Anfrage der Gesellschaft oder einer anderen Gesellschaft in der die Gesellschaft Aktien hält oder Gläubiger ist und durch die er keine Entschädigung erhält außer in Verbindung mit Angelegenheiten in denen er schließlich wegen grober Fahrlässigkeit oder schwerwiegendem Verfehlen verurteilt wird. Im Falle einer Regelung erfolgt die Entschädigung lediglich, wenn die Gesellschaft von ihren Rechtsbeiständen in Kenntnis gesetzt wird, dass die zu entschädigende Person ihre Verpflichtungen nicht verletzt hat. Das vorliegende Recht auf Entschädigung schließt die anderen Anrechte dieser Person nicht aus.

Art. 15. Die Beschlüsse der Geschäftsführung werden in dessen Sitzungen gefasst.

Jeder Geschäftsführer kann in einer Sitzung der Geschäftsführung vertreten sein durch einen von ihm per Fax, Telegramm oder Telex bezeichnetes anderes Mitglied.

Ein schriftlicher Beschluss, der von allen Geschäftsführern unterzeichnet ist, ist richtig und gültig als wäre er bei der Sitzung der Geschäftsführung angenommen worden. Ein solcher Beschluss wird ausdrücklich per Rundschreiben, per Brief, elektronische Post, Telefon, Telekonferenz oder Telekommunikationsmittel getroffen.

Beschlüsse der Gesellschafter

Art. 16. Gesellschafterbeschlüsse werden auf der Generalversammlung der Gesellschafter getroffen.

Die Einberufung dieser Versammlung ist nicht erforderlich solange es weniger als fünfundzwanzig Gesellschafter gibt.

In diesem Fall kann die Geschäftsführung beschließen, jedem Gesellschafter den vollständigen Text der Beschlüsse zuzuschicken, dies in schriftlicher Form und per Brief, elektronischer Post oder Telefax.

Art. 17. Beschlüsse werden gültig angenommen sofern Gesellschafter, die mehr als die Hälfte des Kapitals vertreten, dafür gestimmt haben.

Wenn dieses Quorum bei der ersten Versammlung nicht erreicht ist, werden die Gesellschafter sofort per Einschreiben zu einer zweiten Versammlung einberufen.

Auf dieser zweiten Versammlung werden die Beschlüsse durch die Mehrheit des vertretenen Kapitals gefasst.

Beschlüsse für die Änderung der Satzung müssen jedoch durch eine Mehrheitsabstimmung der Gesellschafter getroffen werden, die wenigstens drei Viertel des Kapitals darstellen.

Jede Versammlung findet in Luxemburg statt oder an einem Ort, der von den Geschäftsführern beschlossen wird.

Dem alleinigen Gesellschafter werden die alleinigen Rechte übertragen die der Gesellschafterversammlung nach Section XII des Gesetzes vom 10. August 1915 für sociétés à responsabilité limitée zustehen.

Daraus folgt, dass alle Entscheidungen, die den Befugnisbereich der Geschäftsführer überschreiten, vom alleinigen Gesellschafter getroffen werden.

Geschäftsjahr - Bilanz

Art. 18. Das Geschäftsjahr der Gesellschaft beginnt am 1. Januar und endet am 31. Dezember eines jeden Jahres.

Art. 19. Jedes Jahr, am 31. Dezember, erstellt die Geschäftsführung eine Bilanz mit der Angabe der Wirtschaftsgüter der Gesellschaft sowie der Guthaben und Schulden zusammen mit einer Zusammenfassung der Verpflichtungen und der Schulden der Geschäftsführer gegenüber der Gesellschaft.

Gleichzeitig erstellt die Geschäftsführung eine Gewinn- und Verlustrechnung, die der Generalversammlung zusammen mit der Bilanz zur Zustimmung unterbreitet wird.

Art. 20. Jeder Gesellschafter kann dieses Inventar und die Bilanz am Sitz der Gesellschaft einsehen.

Art. 21. Ein Betrag von fünf Prozent (5%) des Nettogewinns wird zur Bildung der gesetzlichen Rücklage verwendet, solange bis die gesetzliche Rücklage ein Zehntel des Kapitals beträgt (die „Gesetzliche Rücklage").

Nach der Bereitstellung der gesetzlichen Rücklage werden die Gesellschafter festlegen, wie der verbleibende jährliche Nettogewinn verteilt werden soll, ob durch vollständige oder teilweise Bildung einer Rückstellung oder als Zuweisung zu einer Provisionszahlung, durch Übernahme bis in das nächste Geschäftsjahr oder durch Ausschüttung, gemeinsam mit den übernommenen Gewinnen, den ausschüttungsfähigen Rücklagen oder den Ausgabeprämien an die Gesellschafter.

Unter Berücksichtigung der vorstehenden Bestimmungen können die Gesellschaftsführer die Ausschüttung von Zwischendividenden an die Gesellschafter unter folgenden Bedingungen beschließen:

- eine Zwischenbilanz wird vom wird vom Geschäftsführer oder dem Geschäftsführungsrat erstellt wird,

Die Zwischenbilanz muss genügend Gewinne, einschließlich vorgetragener Gewinne oder ausschüttungsfähiger Rücklagen ausweisen,

- den Beschluss Zwischendividende auszuzahlen trifft der Geschäftsführerrat,

- die Entscheidung zur Zahlung von Zwischendividenden wird vom Geschäftsführer oder dem Geschäftsführungsrat getroffen, und

- eine Zusicherung wurde gegeben, dass die Rechte der Gläubiger der Gesellschaft nicht gefährdet sind und dass fünf Prozent (5%) des jährlichen Gewinns der gesetzlichen Rücklage zugeführt worden ist.

Art. 22. Für den Fall, dass Dividenden ausgezahlt werden, soll, für die jeweiligen Anteilsklassen folgender Betrag ausgeschüttet werden und in folgender Reihenfolge:

- den Anteilseignern der Klasse A steht pro rata die eine jährliche Vorzugsdividende zu, die null Komma eins null Prozent (0,10%) des Nominalwertes der von der Gesellschaft gezeichneten Anteile der Klasse A beträgt;

- den Anteilseignern Klasse B steht pro rata eine jährliche Vorzugsdividende zu, die null Komma eins fünf Prozent (0,15%) des Nominalwertes der von der Gesellschaft gezeichneten Anteile der Klasse B beträgt;

- den Anteilseignern der Klasse C steht pro rata eine jährliche Vorzugsdividende zu, die null Komma zwei null Prozent (0,20%) des Nominalwertes der von der Gesellschaft gezeichneten Anteile der Klasse C beträgt;

- den Anteilseignern der Klasse D steht pro rata eine jährliche Vorzugsdividende zu, die null Komma zwei fünf Prozent (0,25%) des Nominalwertes der von der Gesellschaft gezeichneten Anteile der Klasse D beträgt;

- den Anteilseignern der Klasse E steht pro rata eine jährliche Vorzugsdividende zu, die null Komma drei null Prozent (0,30%) des Nominalwertes der von der Gesellschaft gezeichneten Anteile der Klasse E beträgt;

- den Anteilseignern der Klasse F steht pro rata eine jährliche Vorzugsdividende zu, die null Komma drei fünf Prozent (0,35%) des Nominalwertes der von der Gesellschaft gezeichneten Anteile der Klasse F beträgt;

- den Anteilseignern der Klasse G steht pro rata eine jährliche Vorzugsdividende zu, die null Komma vier null Prozent (0,40%) des Nominalwertes der von der Gesellschaft gezeichneten Anteile der Klasse G beträgt;

- den Anteilseignern der Klasse H steht pro rata eine jährliche Vorzugsdividende zu, die null Komma vier fünf Prozent (0,45%) des Nominalwertes der von der Gesellschaft gezeichneten Anteile der Klasse H beträgt;

- den Anteilseignern der Klasse I steht pro rata eine jährliche Vorzugsdividende zu, die null Komma fünf null Prozent (0,50%) des Nominalwertes der von der Gesellschaft gezeichneten Anteile der Klasse I beträgt;

- den Anteilseignern der Klasse J stehen weitere ausschüttbare Beträge, welche nach der Dividendenausschüttung an die Anteilseigner der Klasse A-I noch vorhanden sind, zu.

Für den Fall, dass keine Anteile der ersten Klasse (in alphabetischer Reihenfolge beginnend mit Anteilen der Klasse A) der Gesellschaft mehr existieren, stehen den Anteilseignern der nächsten Klasse (in alphabetischer Reihenfolge, e.g. Klasse B) weitere auschüttbare Beträge, welche nach der Dividendenausschüttung an die Anteilseigner der Klassen B-J noch vorhanden sind, zu.

Auflösung

Art. 23. Die Auflösung wird von einem oder mehreren Liquidatoren vorgenommen, welche nicht Gesellschafter zu sein brauchen, die von den Gesellschaftern ernannt sind, die auch deren Befugnisse und Entlohnung bestimmen.

Nach Abschluss der Auflösung der Gesellschaft wird das Guthaben der Gesellschaft an die Gesellschafter, im Verhältnis ihrer Beteiligung am Kapital der Gesellschaft, verteilt.

Geltende Gesetzgebung

Art. 24. Es wird Bezug genommen auf die im ersten Artikel angeführten Gesetzesbestimmungen sofern diese nicht ausdrücklich durch diese Satzung aufgehoben sind.

Übergangsbestimmungen

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

Zeichnung – Zahlung

Alle Anteile wurden vollständig und wie folgt eingezahlt:

	SSVP III Str	SSVP III	Kieran	
A	576,400	592,500	81,100	1,250,000
B	576,400	592,500	81,100	1,250,000
C	576,400	592,500	81,100	1,250,000
D	576,400	592,500	81,100	1,250,000
E	576,400	592,500	81,100	1,250,000
F	576,400	592,500	81,100	1,250,000
G	576,400	592,500	81,100	1,250,000
H	576,400	592,500	81,100	1,250,000
I	576,400	592,500	81,100	1,250,000
J	576,400	592,500	81,100	1,250,000
	5,764,000	5,925,000	811,000	12,500,000

Der Betrag von EUR 125.000 (einhundertfünfundzwanzigtausend Euro) entsprechend dem Gesellschaftskapital steht der Gesellschaft ab sofort zur Verfügung, wie dies dem Notar belegt wurde.

Kostenschätzung

Die Kosten, Ausgaben, Gebühren und Lasten gleich welcher Art, die die Gesellschaft in Verbindung mit ihrer Gründung tragen oder bezahlen muss, wurden auf eintausendsiebenhundert Euro (EUR 1.700.-) geschätzt.

Generalversammlung

Sofort nach der Gründung der Gesellschaft, haben die oben bezeichneten Personen, die die Gesamtheit des gezeichneten Kapitals darstellen und die der Sitzung erteilten Befugnisse ausübent, folgende Beschlüsse getroffen:

1) Als Geschäftsführer der Gesellschaft auf unbestimmte Dauer wurden ernannt:

- Herr Frank Przygodda, Manager, geboren am 28. Februar 1968 in Bochum (Deutschland), mit beruflicher Adresse 5, rue Guillaume Kroll, L-1882 Luxemburg,

- Frau Caroline Hartmann, Manager, geboren am 9. September 1980 in Sankt-Vith (Belgien), mit beruflicher Adresse 5, rue Guillaume Kroll, L-1882 Luxemburg,

In Einklang mit Artikel 11 dieser Satzung, ist die Gesellschaft durch die Einzelunterschrift eines Geschäftsführers gebunden.

2) Die Gesellschaft wird ihren Sitz in 5, rue Guillaume Kroll, L-1882 Luxemburg haben.

Der unterzeichnete Notar, der Englisch spricht und versteht, bestätigt hiermit dass auf Anfrage der oben erschienenen Partei, dieser Akt auf Englisch verfasst wurde und von der deutschen Übersetzung gefolgt ist. Auf Anfrage der gleichen Partei und im Falle von Abweichungen zwischen dem englischen und dem deutschen Text, ist die englische Fassung maßgebend.

Worüber Urkunde, dieser Akt aufgenommen wurde in Luxemburg, Datum wie Eingangs.

Nach Vorlesung dieses Dokuments, hat die erschienene Person dieses zusammen mit dem Notar unterzeichnet.

Signé: G. Saddi et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 8 septembre 2014. Relation: LAC/2014/41613. Reçu soixante-quinze euros Eur 75.-

Le Receveur (signé): Irène THILL.

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

Luxembourg, le 18 septembre 2014.

Référence de publication: 2014146155/589.

(140166174) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

Conjunto S.A., Société Anonyme.

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

R.C.S. Luxembourg B 190.299.

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STATUTES

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

Before Me Jean SECKLER, notary residing in Junglinster (Grand Duchy of Luxembourg).

There appeared:

PB PCR 3 S.à r.l., a limited liability company established under the laws of the Grand Duchy of Luxembourg, having its registered office at L - 1511 Luxembourg, 121, avenue de la Faïencerie, registered with the Luxembourg Trade and Companies' Register, section B under number 137704,

here represented by Mr. Henri DA CRUZ, private employee, residing professionally in L-6130 Junglinster, 3, route de Luxembourg, by virtue of a power of attorney delivered to him.

Said proxy after having been signed "ne varietur" by the proxy holder and the undersigned notary shall remain attached to the present deed.

The appearing party, represented as above, has requested the undersigned notary, to state as follows the articles of incorporation of a private company limited by shares (société anonyme), which is hereby incorporated:

"I. Name - Registered office - Object - Duration

Art. 1. Name. The name of the company is "Conjunto S.A." (the "Company"). The Company is a public limited company by shares (société anonyme) governed by the laws of the Grand Duchy of Luxembourg and, in particular, the law of August 10, 1915, on commercial companies, as amended from time to time (the Law), and these articles of incorporation (the Articles).

Art. 2. Registered office.

2.1. The registered office of the Company is established in Luxembourg, Grand Duchy of Luxembourg. It may be transferred to any other place within the municipality of Luxembourg by a resolution of the board of directors (the Board), and to any other place within the Grand Duchy of Luxembourg by a resolution of the shareholder, acting in accordance with the conditions prescribed for the amendment of the Articles.

2.2. Branches, subsidiaries or other offices may be established in the Grand Duchy of Luxembourg or abroad by a resolution of the Board. Where the Board determines that extraordinary political or military developments or events have occurred or are imminent and that these developments or events may interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these circumstances. Such temporary measures have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of its registered office, remains a Luxembourg incorporated company.

Art. 3. Corporate object.

3.1. The object of the Company is the acquisition of participations, interests and units, in Luxembourg or abroad, in any form whatsoever and the management of such participations, interests and units. The Company may in particular acquire by subscription, purchase, exchange or in any other manner any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever.

3.2. The Company may borrow in any form, except by way of public offer. It may issue by way of private placement only, notes, bonds and debentures and any kind of debt and/or equity securities. The Company may lend funds including the proceeds of any borrowings and/or issues of debt securities to its subsidiaries or companies in which it has a direct or indirect interest, even not substantial, or any company being a direct or indirect shareholder of the Company or any affiliated company belonging to the same group as the Company (hereafter referred as the "Connected Companies"). It may also give guarantees and grant securities in favour of third parties to secure its obligations or the obligations of its Connected Companies. The Company may further pledge, transfer, encumber or otherwise create security over all or over some of its assets

3.3. The Company may further invest in the acquisition and management of a portfolio of patents and/or other intellectual property rights of any nature or origin whatsoever.

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

3.5. The Company may carry out any commercial and/or financial transactions with respect to direct or indirect investments in movable and immovable property including but not limited to acquiring, owning, hiring, letting, leasing, renting, dividing, draining, reclaiming, developing, improving, cultivating, building on, selling or otherwise alienating, mortgaging, pledging or otherwise encumbering movable or immovable property.

3.6. The above description is to be understood in the broadest senses and the above enumeration is not limiting.

Art 4. Duration.

4.1. The Company is formed for an unlimited duration.

4.2 The Company is not dissolved by reason of the death, suspension of civil rights, incapacity, insolvency, bankruptcy or any similar event affecting one or several shareholders.

II. Capital - Shares

Art. 5. Capital.

5.1. The share capital is set at thirty-one thousand euro (EUR 31,000.-), represented by one thousand (1,000) ordinary shares in registered form, having a par value of thirty-one euro (EUR 31.-) each, all subscribed and fully paid-up.

5.2. The share capital may be increased or decreased in one or several times by a resolution of the shareholders, acting in accordance with the conditions prescribed for the amendment of the Articles.

Art. 6. Shares.

6.1. The shares are indivisible and the Company recognises only one (1) owner per share.

6.2. Shares of the Company may be in registered form or in bearer form or partly in one form or the other form, at the option of the shareholders subject to the restrictions foreseen by the law.

A register of registered shares will be kept at the registered office, where it will be available for inspection by any shareholder. This register will contain all information required by article thirty-nine of the law concerning trading companies.

Ownership of these inscriptions may be taken from a counterfoil register and signed by the Chairman of the Board of Directors and one other Director.

The Company may issue certificates representing bearer shares. These certificates will be signed by the Chairman of the Board of Directors and one other Director.

6.3 Shares are freely transferable among shareholders.

Where the Company has a sole shareholder, shares are freely transferable to third parties.

Where the Company has more than one shareholder, the transfer of shares (inter vivos) to third parties is subject to the prior approval of the shareholders representing at least three-quarters of the share capital.

A share transfer is only binding upon the Company or third parties following a notification to, or acceptance by, the Company in accordance with article 1690 of the Civil Code.

6.4. The Company may redeem its own shares provided that the Company has sufficient distributable reserves for that purpose or if the redemption results from a reduction of the Company's share capital.

III. Management - Representation

Art. 7. Appointment and removal of directors.

7.1. The Company is managed by a board of directors composed of one or more director(s) (the Board), who need not to be shareholders. The directors are appointed and designated as director class A or director class B by a resolution of the shareholders which sets the term of their office. The directors shall be elected for a term not exceeding six years and shall be re-elective.

7.2. When a legal person is appointed as a director of the Company (the Legal Entity), the Legal Entity must designate a permanent representative (représentant permanent) who will represent the Legal Entity as member of the Board in accordance with article 51bis of the Law.

7.3. The directors shall be elected by the General Meeting. The shareholders of the Company shall also determine the director's remuneration and the term of their office. A director may be removed with or without cause and/or replaced, at any time, by resolution adopted by the General Meeting.

7.4 In the event of vacancy in the office of a director because of death, retirement or otherwise, the remaining directors appointed by the shareholders' meeting may elect, by a majority vote, a director to fill such vacancy until the next General Meeting. In the absence of any remaining directors, a General Meeting shall promptly be convened by the auditor and held to appoint new directors.

Art. 8. Board of directors.

8.1. Powers of the board of directors

All powers not expressly reserved to the shareholder(s) by the Law or the Articles fall within the competence of the Board, who has all powers to carry out and approve all acts and operations consistent with the corporate object.

Special and limited powers may be delegated for determined matters to one or more agents, either shareholders or not, by the single director, or if there are more than one director, by the joint signatures of any two directors.

8.2. Procedure

The Board shall appoint a chairman (the Chairman) amongst its members and may choose a secretary, who need not be a director, and who shall be responsible for keeping the minutes of the meetings of the Board and of the resolutions passed at the General Meeting or of the resolutions passed by the single shareholder. The Chairman will preside at all meetings of the Board and any General Meeting.

The board of directors shall meet as often as the Company's interests so requires or upon call of the Chairman or any two directors at the place indicated in the convening notice.

Written notice of any meeting of the Board is given to all directors at least seven (7) days in advance, except in case of emergency, the nature and circumstances of which are set forth in the notice of the meeting.

No such notice is required if all members of the Board are present or represented and if they state to have full knowledge of the agenda of the meeting. Notice of a meeting may also be waived by a director, either before or after a meeting, whether in original, by fax or e-mail received in circumstances allowing to confirm the identity of the sender. Separate written notices are not required for meetings that are held at times and places indicated in a schedule previously adopted by the Board.

A director may grant a power of attorney to another director in order to be represented at any meeting of the Board.

Any director may participate in any meeting of the Board by telephone or video conference or by any other means of communication allowing all the persons taking part in the meeting to identify, hear and speak to each other. The participation by these means is deemed equivalent to a participation in person at a meeting duly convened and held.

The Board can validly deliberate and act only if a majority of its members is present in person or via any of the means described above or represented. Resolutions of the Board are validly taken by a majority of the votes of the directors present or represented. The resolutions of the Board are recorded in minutes signed by all the directors present or their representative at the meeting.

8.3. Circular resolutions

Circular resolutions signed by all the directors (the Directors Circular Resolutions), are valid and binding as if passed at a Board meeting duly convened and held and bear the date of the last signature.

8.4. Representation

The Company will be bound in all circumstances (i) by the individual signature of the sole director and (ii) in case more than one director has been appointed, by the joint signatures of any two directors of the Company, one of which is to be a director of class A, or (iii), as the case may be, by the joint or single signatures of any persons to whom such signatory power has been validly delegated in accordance with article 8.1. of these Articles.

Art. 9. Sole director. If the Company is managed by a sole director, any reference in the Articles to the Board or the directors is to be read as a reference to such sole director, as appropriate. The mention of classes A and B is, in this event, obsolete.

Art. 10. Liability of the directors. The directors may not, by reason of their mandate, be held personally liable for any commitments validly made by them in the name of the Company, provided such commitments comply with the Articles and the Law.

Art. 11. Conflict of interests. No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that any one or more of the directors or officers of the Company is interested in, or is a director, associate, officer or employee of such other company or firm.

Any director or officer of the Company who serves as director, officer or employee of any company or firm with which the Company shall contract or otherwise engage in business shall not, solely by reason of such affiliation with such other company or firm, be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

In the event that any director of the Company may have any personal and opposite interest in any transaction of the Company, such director shall make known to the Board such personal and opposite interest and shall not consider or vote upon any such transaction, and such transaction, and such director's interest therein, shall be reported to the next following annual General Meeting.

The preceding paragraph does not apply to resolutions of the Board concerning transactions made in the ordinary course of business of the Company which are entered into on arm's length terms.

IV. Shareholder(S)

Art. 12. General meetings of shareholders and shareholders circular resolutions.

12.1. Powers and voting rights

Resolutions of the shareholders are adopted at a general meeting of shareholders (the General Meeting) or by way of circular resolutions (the Shareholders Circular Resolutions).

Where resolutions are to be adopted by way of Shareholders Circular Resolutions, the text of the resolutions is sent to all the shareholders, in accordance with the Articles. Shareholders Circular Resolutions signed by all the shareholders to be taken into account according to Art. 12.2 (vii) are valid and binding as if passed at a General Meeting duly convened and held and bear the date of the last signature.

Each share entitles to one (1) vote.

12.2. Notices, quorum, majority and voting procedures

(i) The shareholders are convened to General Meetings or consulted in writing at the initiative of any director or shareholders representing more than one-half of the share capital.

(ii) Written notice of any General Meeting is given to all shareholders at least eight (8) days in advance of the date of the meeting, except in case of emergency, the nature and circumstances of which are set forth in the notice of the meeting.

(iii) The annual General Meeting shall be held, in accordance with Luxembourg law, in Luxembourg at the address of the registered office of the Company or at such other place in the municipality of the registered office as may be specified in the convening notice of the meeting, on May 15 th , of each year at 10.00 a.m. If such day is a day which is not a business day for banks in Luxembourg generally, the annual General Meeting shall be held on the next following business day.

(iv) Other General Meetings are held at such place and time specified in the respective convening notice.

(v) If all the shareholders are present or represented and consider themselves as duly convened and informed of the agenda of the meeting, the General Meeting may be held without prior notice.

(vi) A shareholder may grant a written power of attorney to another person, whether or not a shareholder, in order to be represented at any General Meeting.

(vii) Resolutions to be adopted at General Meetings or by way of Shareholders Circular Resolutions are passed by shareholders owning more than one-half of the share capital. If this majority is not reached at the first General Meeting or first written consultation, the shareholders are convened by registered letter to a second General Meeting or consulted a second time and the resolutions are adopted at the General Meeting or by Shareholders Circular Resolutions by a majority of the votes cast, regardless of the proportion of the share capital represented.

(viii) The Articles are amended with the consent of a majority (in number) of shareholders owning at least three-quarters of the share capital.

(ix) Any change in the nationality of the Company requires the unanimous consent of the shareholders.

(x) For the increase of the share capital of the Company, the rules of the Law shall apply.

Art. 13. Sole shareholder. If and as long as there is a sole shareholder of the Company, the Company shall exist as a single shareholder company, pursuant to the Law.

The sole shareholder exercises all powers conferred by the Law to the General Meeting.

Any reference in the Articles to the shareholders and the General Meeting or to Shareholders Circular Resolutions is to be read as a reference to such sole shareholder or the resolutions of the latter, as appropriate.

The resolutions of the sole shareholder are recorded in minutes or drawn up in writing.

V. Annual accounts - Allocation of profits - Supervision

Art. 14. Financial year and approval of annual accounts.

14.1. The financial year begins on the first (1) of January and ends on the thirty-first (31) of December of each year.

14.2. Each year, the Board prepares the balance sheet and the profit and loss account, as well as an inventory indicating the value of the Company's assets and liabilities, with an annex summarising the Company's commitments and the debts of the director(s) and shareholders towards the Company.

14.3. Each shareholder may inspect the inventory and the balance sheet at the registered office.

14.4. The balance sheet and profit and loss account are approved at the annual General Meeting or by way of Shareholders Circular Resolutions within six (6) months from the closing of the financial year.

Art. 15. Statutory Auditor.

15.1. The operations of the Company shall be supervised by one or several statutory auditors (Commissaire(s) aux Comptes), when so required by law.

15.2. The shareholders appoint the Commissaire aux Comptes, and determine their number, remuneration and the term of their office, which may not exceed six (6) years. The Commissaire aux Comptes may be re-appointed. He may be removed at any time by the General Meeting with or without cause.

Art. 16. Allocation of profits.

16.1. From the annual net profits of the Company, five per cent (5%) is allocated to the reserve required by Law. This allocation ceases to be required when the legal reserve reaches an amount equal to ten per cent (10%) of the share capital.

16.2. The shareholders determine how the balance of the annual net profits is disposed of. It may allocate such balance to the payment of a dividend, transfer such balance to a reserve account or carry it forward.

16.3. Interim dividends may be distributed, at any time, under the following conditions:

(i) interim accounts are drawn up by the Board;

(ii) these interim accounts show that sufficient profits and other reserves (including share premium) are available for distribution; it being understood that the amount to be distributed may not exceed profits made since the end of the last financial year for which the annual accounts have been approved, if any, increased by carried forward profits and distributable reserves, and decreased by carried forward losses and sums to be allocated to the legal reserve;

(iii) the decision to distribute interim dividends must be taken by the shareholders within two (2) months from the date of the interim accounts;

(iv) the rights of the creditors of the Company are not threatened, taking into account the assets of the Company; and

(v) where the interim dividends paid exceed the distributable profits at the end of the financial year, the shareholders must refund the excess to the Company.

VI. Dissolution - Liquidation

Art. 17.

17.1. The Company may be dissolved at any time, by a resolution of the shareholders, adopted by one-half of the shareholders holding three-quarters of the share capital. The shareholders appoint one or several liquidators, who need not be shareholders, to carry out the liquidation and determine their number, powers and remuneration. Unless otherwise decided by the shareholders, the liquidators have the broadest powers to realise the assets and pay the liabilities of the Company.

17.2. The surplus after the realisation of the assets and the payment of the liabilities is distributed to the shareholders in proportion to the shares held by each of them.

VII. General provisions

Art. 18.

18.1. Notices and communications are made or waived and the Directors Circular Resolutions as well as the Shareholders Circular Resolutions are evidenced in writing, by telegram, fax, e-mail or any other means of electronic communication.

18.2. Powers of attorney are granted by any of the means described above. Powers of attorney in connection with Board meetings may also be granted by a director in accordance with such conditions as may be accepted by the Board.

18.3. Signatures may be in handwritten or electronic form, provided they fulfil all legal requirements to be deemed equivalent to handwritten signatures. Signatures of the Directors Circular Resolutions or the Shareholders Circular Resolutions, as the case may be, are affixed on one original or on several counterparts of the same document, all of which taken together constitute one and the same document.

Art. 19. Amendments. These Articles may be amended, from time to time, by an extraordinary General Meeting, subject to the quorum and majority requirements referred to in the Law.

Art. 20. Applicable law. All matters not expressly governed by the Articles are determined in accordance with the Law as defined in Article 1.

Transitory provision

The first financial year begins on the date of this deed and ends on December 31, 2015.

The first annual General Meeting will be held in 2016.

Subscription and payment

PB PCR 3 S.à r.l. represented as stated above, subscribes to one thousand (1,000) shares in registered form, with a par value of thirty-one euro (EUR 31.-) each, and agrees to pay them in full by a contribution in cash in the amount of thirty-one thousand euro (EUR 31,000.-).

The amount of thirty-one thousand euro (EUR 31,000.-) is at the disposal of the Company, evidence of which has been given to the undersigned notary.

Costs

The expenses, costs, fees and charges of any kind whatsoever to be borne by the Company in connection with its incorporation are estimated at approximately EUR 1,150.-.

Resolutions of the sole shareholder

Immediately after the incorporation of the Company, the sole Shareholder of the Company, representing the entire subscribed capital, has passed the following resolutions:

1. The following persons are appointed as directors of the Company for a period ending at the issue of the annual General Meeting approving the annual accounts for the period ending 31 December 2019:

- Mrs Yasmina BEKOUASSA, born on October 17 th , 1978 in Metz (France), residing professionally at L - 1511 Luxembourg, 121, avenue de la Faïencerie;

- Mr Laurent KIND, born on November 28 th , 1971 in Luxembourg, residing professionally at L - 1511 Luxembourg, 121, avenue de la Faïencerie and;

- Mr Alain HEINZ, born on May 17 th , 1968 in Forbach (France), residing professionally at L - 1511 Luxembourg, 121, avenue de la Faïencerie.

2. The following legal entity is appointed as statutory auditor (Commissaire aux Comptes) until the annual General Meeting approving the annual accounts for the period ending December 31 st , 2019:

- Hoche Partners Trust Services S.A., a public limited company by shares, established under the laws of the Grand Duchy of Luxembourg, having its registered office at L - 1511 Luxembourg, 121, avenue de la Faïencerie, registered with the Luxembourg Trade and Companies' Register section B under number 110094.

3. The registered office of the Company is set at L-1511 Luxembourg, 121, avenue de la Faïencerie

Declaration

The undersigned notary, who understands and speaks English, states that, on the request of the appearing party, this deed is drawn up in English, followed by a German version and, in case of divergences between the English text and the German text, the German text prevails.

WHEREOF, this deed was drawn up in Junglinster, on the day stated above.

This deed has been read to the representative of the appearing party, and signed by the latter with the undersigned notary.

Follows the German translation of the foregoing text:

Im Jahre zweitausend vierzehn, am zehnten September.

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

Ist erschienen:

PB PCR 3 S.à r.l., eine Gesellschaft mit beschränkter Haftung, gegründet unter Luxemburgischem Recht, geschäftsansässig in L-1511 Luxemburg, 121, avenue de la Faïencerie, eingetragen im Handels und Firmenregister in Luxemburg, Abteilung B, unter der Nummer 137704,

hier vertreten durch Herrn Henri DA CRUZ, Privatangestellter, geschäftsansässig in L-6130 Junglinster, 3, route de Luxembourg aufgrund einer privatschriftlichen Vollmacht.

Die oben aufgeführte Vollmacht wird, nachdem sie durch den Vollmachtnehmer und den unterzeichneten Notar "ne varietur" unterschrieben wurde, zusammen mit den Gesellschaftssatzungen zur Einregistrierung vorgelegt.

Der Komparent, handelnd wie erwähnt, ersucht den unterzeichneten Notar, die Satzung einer von ihm zu gründenden Aktiengesellschaft wie folgt zu beurkunden.

I. Benennung - Sitz - Dauer - Gesellschaftszweck - Kapital

Art. 1. Name. Der Name der Gesellschaft ist „Conjunto S.A." (die Gesellschaft). Die Gesellschaft ist eine Aktiengesellschaft (société anonyme) nach Luxemburgischem Recht, insbesondere dem Gesetz vom 10. August 1915 über Handelsgesellschaften in jeweils aktueller Fassung (das Gesetz), sowie dieser Gründungssatzung (die Satzung).

Art. 2. Sitz der Gesellschaft.

2.1 Der Sitz der Gesellschaft ist Luxemburg-Stadt. Er kann, durch einfachen Beschluss des Verwaltungsrates, an jede andere Adresse innerhalb der Gemeinde Luxemburg verlegt werden. Der Gesellschaftssitz kann durch Beschluss der Generalversammlung, unter der Beachtung der Bestimmungen über die Änderung der Satzung, an jeden beliebigen Ort im Großherzogtum Luxemburg verlegt werden.

2.2 Zweigstellen, Tochtergesellschaften oder weitere Büros können im Großherzogtum Luxemburg oder im Ausland durch einfachen Beschluss des Verwaltungsrates errichtet werden. Sollte der Verwaltungsrat feststellen, dass die normale Geschäftstätigkeit am Gesellschaftssitz oder der reibungslose Verkehr mit dem Sitz oder von diesem Sitz mit dem Ausland durch außergewöhnliche Ereignisse politischer, wirtschaftlicher oder sozialer Art gefährdet werden, so kann der Gesellschaftssitz vorübergehend und bis zur völligen Wiederherstellung normaler Verhältnisse ins Ausland verlegt werden. Diese einstweilige Maßnahme betrifft jedoch in keiner Weise die Nationalität der Gesellschaft, die unabhängig von dieser einstweiligen Verlegung des Gesellschaftssitzes, luxemburgisch bleibt.

Art. 3. Gesellschaftszweck.

3.1. Zweck der Gesellschaft ist die Übernahme von Beteiligungen, Anteilen und Anteilsscheinen in Luxemburg oder im Ausland in jeder Form gleich welcher Art sowie die Verwaltung dieser Beteiligungen, Anteile und Anteilsscheine. Die Gesellschaft kann insbesondere durch Zeichnung, Kauf, Tausch oder in sonstiger Weise Aktien, Anteile und andere Kapitalbeteiligungen, Anleihen, Schuldtitel, Einlagenzertifikate und andere schuldrechtliche Wertpapiere und im allgemeineren Sinne alle Wertpapiere und Finanzinstrumente erwerben, die von einer Publikums- oder privaten Gesellschaft gleich welcher Art ausgegeben wurden.

3.2. Die Gesellschaft kann Mittel in jeder Form außer über ein öffentliches Zeichnungsangebot aufnehmen. Sie kann ausschließlich im Wege einer Privatplatzierung Wechsel, Anleihen und Schuldtitel sowie Schuldverschreibungen und/oder Anteilspapiere emittieren. Die Gesellschaft kann Mittel, einschließlich der Erlöse von Mittelaufnahmen und/oder Emissionen von Wertpapieren, an ihre Tochtergesellschaften oder an Unternehmen ausleihen, an denen sie unmittelbar oder mittelbar beteiligt ist, auch wenn diese Beteiligung nicht erheblich ist, oder an Gesellschaften, die direkter oder indirekter Gesellschafter der Gesellschaft oder einer zur gleichen Gruppe wie die Gesellschaft gehörenden Konzerngesellschaft sind (nachfolgend die "verbundenen Unternehmen"). Sie kann des Weiteren Garantien gewähren und Sicherheiten zugunsten Dritter stellen, um deren Verpflichtungen oder die Verpflichtungen ihrer verbundenen Unternehmen zu besichern. Die Gesellschaft kann darüber hinaus ihr Vermögen ganz oder teilweise verpfänden, übertragen, belasten oder in sonstiger Weise Sicherheiten dafür schaffen.

3.3. Die Gesellschaft kann des Weiteren in Erwerb und Management eines Portfolios von Patenten und/oder sonstigen geistigen Schutzrechten gleich welcher Art oder Herkunft investieren.

3.4. Die Gesellschaft kann im Allgemeinen alle Methoden und Instrumente für ihre Investitionen zum Zwecke des effizienten Managements derselben einsetzen, darunter auch Methoden und Instrumente, mit denen die Gesellschaft gegen Kredit-, Währungs-, Zins- und andere Risiken abgesichert werden kann.

3.5. Die Gesellschaft kann wirtschaftliche und/oder finanzielle Geschäfte im Zusammenhang mit direkten oder indirekten Anlagen in bewegliches Vermögen und Immobilien abschließen, einschließlich, jedoch nicht beschränkt auf Erwerb, Eigentum, Anmietung, Vermietung, Leasing, Verleih, Teilung, Abschöpfung, Rückforderung, Entwicklung, Umbau, Kultivierung, Erweiterung, Verkauf oder sonstige Veräußerung, hypothekarische Beleihung, Verpfändung oder Belastung in anderer Weise von beweglichem Eigentum oder Immobilien.

3.6. Die vorgenannte Beschreibung ist im weitesten Sinne zu verstehen und die vorstehende Aufzählung erhebt keinen Anspruch auf Vollständigkeit.

Art. 4. Dauer.

4.1 Die Gesellschaft wird auf unbestimmte Zeit gegründet.

4.2 Die Gesellschaft wird nicht durch Tod, Aufhebung ziviler Rechte, Unmöglichkeit, Insolvenz, Bankrott oder eines vergleichbaren Ereignisses in der Person eines Gesellschafters aufgelöst.

II. Gesellschaftskapital - Aktien

Art. 5. Gesellschaftskapital.

5.1. Das gezeichnete Gesellschaftskapital beträgt einunddreissigtausend Euro (EUR 31.000,-) eingeteilt in eintausend (1.000) Stammaktien in eingetragener Form, welche einen Nominalwert von je einunddreissig Euro (EUR 31,-) haben und vollständig abgenommen und bezahlt worden sind.

5.2. Das Gesellschaftskapital kann einmalig oder mehrfach durch Beschluss der Eigentümer angehoben oder herabgesetzt werden, wofür die Bedingungen für die Änderung der Satzung gelten.

Art. 6. Aktien.

6.1. Die Aktien sind nicht teilbar und die Gesellschaft akzeptiert nur einen Eigentümer pro Aktie.

6.2. Die Aktien lauten auf den Namen oder auf den Inhaber oder teils auf den namen und teils auf den Inhaber, nach Wahl der Aktionäre, vorbehaltlich gegenteiliger gesetzlicher Bestimmungen.

Am Gesellschaftssitz wird ein Register der Namensaktien geführt, in welches jeder Aktionär Einblick hat, und welches die in Artikel 39 des Gesetzes vorgesehenen Angaben enthält. Das Eigentum der Namensaktien wird durch Eintragung in das Register festgestellt. Über die Eintragung in das Register werden Zertifikate ausgestellt. Über die Eintragung in das Register werden Zertifikate ausgestellt, welche vom Vorsitzenden des Verwaltungsrats, oder im Fall eines Alleinverwalters, von diesem unterzeichnet werden.

Die Gesellschaft kann Zertifikate ausstellen, die die Inhaberaktien darstellen.

Diese Zertifikate werden vom Vorsitzenden des Verwaltungsrates und einem anderen Mitglied des Verwaltungsrates unterzeichnet.

6.3. Die Aktien sind zwischen den Eigentümern frei transferierbar. Soweit die Gesellschaft nur einen Eigentümer hat, sind die Aktien auch zu Drittparteien frei transferierbar.

Soweit die Gesellschaft mehr als einen Eigentümer hat, steht die Übertragung von Aktien an Drittparteien (inter vivos) unter der Bedingung der Zustimmung durch jene Gesellschafter, die mindestens drei Viertel des Gesellschaftskapitals repräsentieren.

Die Übertragung von Gesellschaftanteilen ist für die Gesellschaft nur dann bindend, wenn die Benachrichtigung oder Genehmigung durch die Gesellschaft gemäß Art. 1690 des Zivigesetzbuchs vorliegt.

6.4. Die Gesellschaft kann ihre eigenen Aktien erwerben, sofern sie ausreichend verfügbare Reserven für diesen Zweck hat oder wenn der Erwerb auf einer Kapitalreduzierung beruht.“

III. Verwaltung - Überwachung

Art. 7. Berufung und Abberufung der Direktoren.

7.1 Die Gesellschaft wird durch einen Verwaltungsrat verwaltet, der aus einem oder mehreren Direktoren besteht, die keine Aktionäre sein müssen. Die Direktoren werden von der Gesellschafterversammlung als Direktoren der Klasse A oder der Klasse B ernannt welche ihren Berufungszeitraum bestimmt. Dieser Berufungszeitraum darf sechs Jahre nicht überschreiten, jedoch sind die Direktoren wiederwählbar.

7.2 Sofern eine Rechtsperson als Direktor bestellt wird, muss diese Rechtsperson einen ständigen Vertreter (représentant permanent) benennen, der die Rechtsperson als Direktor in Übereinstimmung mit Artl. 51bis des Gesetzes vertritt.

7.3 Die Direktoren werden von der Generalversammlung gewählt. Die Gesellschafter bestimmen außerdem die Vergütung und Amtsdauer der Direktoren. Ein Direktor kann jederzeit, mit oder ohne Begründung, durch eine Entscheidung der Generalversammlung abberufen oder ersetzt werden.

7.4 Wird die Stelle eines Verwaltungsratsmitgliedes durch Tod, Rücktritt oder auf andere Weise frei, so können die so ernannten verbleibenden Verwaltungsratsmitglieder, das frei gewordene Amt per Mehrheitsentscheid bis zur nächsten Generalversammlung vorläufig besetzen. Sofern kein Direktor verbleibt, soll die Generalversammlung umgehend durch den Kommissar einberufen und abgehalten werden, um neue Direktoren zu bestimmen.

Art. 8. Verwaltungsrat.

8.1 Befugnisse des Verwaltungsrats

Der Verwaltungsrat ist für alles zuständig, was nicht ausdrücklich durch das Gesetz und durch die vorliegenden Satzungen der Generalversammlung vorbehalten ist. Er hat die weitest gehenden Befugnisse, um die Gesellschaftsangelegenheiten zu führen und die Gesellschaft im Rahmen des Gesellschaftszweckes zu verwalten.

Spezielle oder begrenzte Vollmachten dürfen für definierte Angelegenheiten zu einem oder mehreren Vertretern delegiert werden, die Gesellschafter sein können. Dies erfolgt durch den Direktor, sofern nur ein Direktor benannt ist, oder durch die gemeinsamen Unterschriften von zwei beliebigen Direktoren.

8.2 Verfahren

Der Verwaltungsrat wählt unter seinen Mitgliedern einen Vorsitzenden und kann einen Sekretär bestimmen, der nicht Direktor sein muss. Dieser ist verantwortlich für die Führung von Sitzungsberichten des Verwaltungsrats und für die Niederschrift von Beschlüssen der Gesellschafterversammlung oder des einzigen Gesellschafters. Der Vorsitzende leitet die Sitzungen des Verwaltungsrats und der Gesellschafterversammlung.

Der Verwaltungsrat tagt so häufig wie die Interessen der Gesellschaft es erfordern oder wird vom Vorsitzenden oder auf Antrag von zwei Verwaltungsratsmitgliedern zum in der Einladung benannten Ort einberufen.

Eine schriftliche Einladung zu jeder Sitzung des Verwaltungsrats wird spätestens sieben (7) Tage im Voraus an alle Direktoren gesendet, außer wenn ein Notfall vorliegt, dessen Natur und Umstände in der Einladung dargelegt werden.

Eine solche Einladung ist nicht erforderlich, wenn alle Direktoren anwesend oder vertreten sind und wenn sie angeben, die Tagesordnung der Sitzung vollumfänglich zu kennen. Auf das Erfordernis der Einladung kann außerdem von jedem Direktor vor oder nach einer Sitzung verzichtet werden, wobei hierfür ein Schreiben im Original, per Fax oder E-Mail ausreicht, sofern die Umstände es erlauben, den Absender zu identifizieren. Gesonderte Einladungen sind nicht erforderlich für solche Sitzungen, die zu Zeiten und an Orten stattfinden, die vom Verwaltungsrat vorher in einer Liste festgelegt wurden.

Ein Direktor kann per Vollmacht einen anderen Direktor ermächtigen, um ihn bei einer Sitzung des Verwaltungsrats zu vertreten.

Jeder Direktor darf an einer Sitzung mittels Telefon, Videokonferenz oder auf jede andere Weise teilnehmen, die es den Teilnehmern erlaubt, sich gegenseitig zu identifizieren, zu hören und miteinander zu sprechen. Eine Teilnahme auf diese Weise ist gleichwertig mit einer Teilnahme in Person an einer ordentlich einberufenen und abgehaltenen Sitzung anzusehen.

Der Verwaltungsrat ist nur beschlussfähig, wenn die Mehrheit seiner Mitglieder anwesend, anwesend in einer Form wie im vorhergehenden Absatz definiert oder vertreten ist. Die Beschlüsse des Verwaltungsrats werden mit der Mehrheit der Stimmen der so anwesenden oder vertretenen Verwaltungsratsmitglieder gefasst. Die Beschlüsse werden in einem Sitzungsprotokoll niedergeschrieben, welches von allen anwesenden Direktoren oder ihren Vertretern unterschrieben wird.

8.3 Schriftliche Beschlussfassung

Ein schriftlich gefasster Beschluss, der von allen Verwaltungsratsmitgliedern unterschrieben und datiert ist, ist genauso rechtswirksam wie ein anlässlich einer Verwaltungsratssitzung gefasster Beschluss.

8.4 Vertretung

Die Gesellschaft wird nach Außen verpflichtet (i) durch die alleinige Unterschrift des alleinigen Verwalters; (ii), im Falle der Existenz eines Verwaltungsrats durch die gemeinsame Unterschrift von zwei Direktoren, wobei einer dieser Direktoren ein Direktor der Klasse A sein muss; oder (iii) durch die Einzelunterschrift eines im Rahmen der ihm erteilten Vollmachten handelnden Delegierten des Verwaltungsrates, dem solche Vollmachten gültig gemäß Art. 8.1 übertragen wurden.

Art. 9. Einzeldirektor. Wird die Gesellschaft von einem einzelnen Direktor verwaltet, so ist jede einschlägige Bestimmung dieser Satzung so zu lesen, als ob sie sich auf einen einzelnen Direktor beziehen würde. Die Bezeichung der Klassen A und B ist in diesem Fall nichtig.

Art. 10. Haftung der Direktoren. Die Direktoren können im Zusammenhang mit der Ausübung ihres Amts und im Rahmen ihrer Tätigkeit für die Gesellschaft nicht persönlich haftbar gemacht werden, sofern sie nach Gesetz und Satzung handeln.

Art. 11. Interessenkonflikte. Kein Vertrag und keine sonstige Erklärung zwischen der Gesellschaft und jeder anderen Gesellschaft oder Firma wird davon beeinflusst oder ungültig, dass ein Direktor oder sonstige Funktionär der Gesellschaft ein Interesse an jener anderen Gesellschaft oder Firma hat oder ein Direktor, Mitarbeiter, Funktionär oder Angestellter der anderen Gesellschaft oder Firma ist.

Ein Direktor oder Funktionär der Gesellschaft, der gleichzeitig als Direktor, Funktionär oder Angestellter jedweder Gesellschaft oder Firma ist, mit der die Gesellschaft in Vertrags- oder sonstige Beziehungen treten möchte, wird durch diese Beziehung mit einer anderen Gesellschaft oder Firma nicht daran gehindert, über diese Beziehungen der Gesellschaft mit zu verhandeln und zu entscheiden.

Sofern dieser Direktor der Gesellschaft ein persönliches oder gegenläufiges Interesse an einer Transaktion der Gesellschaft hat, soll dieser Direktor dem Verwaltungsrat sein persönliches oder gegenläufiges Interesse bekannt machen und soll nicht in dieser Angelegenheit verhandeln oder entscheiden. Über die Transaktion und die Interessen dieses Direktors soll der nächsten Jahressitzung der Gesellschafterversammlung berichtet werden.

Der vorhergehende Absatz ist nicht anzuwenden auf Beschlüsse des Verwaltungsrats in Bezug auf solche Transaktionen, die im Bereich des regulären Geschäftsbetriebs liegen und die das Kriterium „on arm's length" einhalten.

IV. Gesellschafter

Art. 12. Gesellschafterversammlungen und schriftlicher Beschluss.

12.1 Befugnisse und Wahlrechte

Die Beschlüsse der Generalversammlung werden in der Gesellschafterversammlung oder per schriftlichem Beschluss gefasst.

Zur Fassung eines schriftlichen Beschlusses wird der Beschlusstext allen Gesellschaftern, in Übereinstimmung mit der Satzung, zugesendet. Ein schriftlicher Beschluss, der von allen nach Art. 12.2 (vii) zu berücksichtigenden Gesellschaftern unterschrieben und datiert ist, ist genauso wirksam und bindend wie ein Beschluss der ordentlich einberufenen und abgehaltenen Generalversammlung.

Jede Aktie gibt ein Stimmrecht von einer Stimme.

12.2 Einladung, Quorum, Mehrheit und Abstimmungsverfahren

(i) Die Einberufung der Generalversammlung oder schriftliche Beschlussfassung erfolgt aufgrund der Initiative jedes Direktors oder von Gesellschaftern, die mehr als die Hälfte des Gesellschaftskapitals vertreten.

(ii) Eine schriftliche Einladung zu jeder Sitzung der Generalversammlung wird spätestens acht (8) Tage im Voraus an alle Gesellschafter gesendet, außer wenn ein Notfall vorliegt, dessen Natur und Umstände in der Einladung dargelegt werden.

(iii) Die jährliche Generalversammlung tritt, in Übereinstimmung mit dem Luxemburger Gesetz, am Gesellschaftssitz oder in der Gemeinde des Gesellschaftssitzes an dem im Einladungsschreiben genannten Ort zusammen und zwar am 15. Mai eines jeden Jahres um 10.00 Uhr.

Falls der vorgenannte Tag ein allgemeiner Feiertag für Banken ist, findet die Versammlung am ersten nachfolgenden Arbeitstag statt.

(iv) Andere Generalversammlungen werden an einem solchen Ort und zu solcher Zeit abgehalten, wie im jeweiligen Einladungsschreiben bestimmt.

(v) Sind alle Gesellschafter anwesend oder vertreten und erachten sich ordentlich einberufen und über die Tagesordnung informiert, kann die Generalversammlung ohne vorherige Einladung abgehalten werden.

(vi) Ein Gesellschafter darf sich mittels schriftlicher Vollmacht durch eine andere Person, Gesellschafter oder nicht, bei einer Generalversammlung vertreten lassen.

(vii) Beschlüsse der Generalversammlung oder im Wege des schriftlichen Beschlusses sind angenommen, wenn die mehr als die Hälfte des Gesellschaftskapitals repräsentierenden Gesellschafter zugestimmt haben. Wird diese Mehrheit bei der ersten Generalversammlung oder dem ersten schriftlichen Beschlussverfahren nicht erreicht, so werden die Gesellschafter per Einschreiben ein zweites Mal einberufen oder es wird ein zweites schriftliches Beschlussverfahren durchgeführt, wobei für die Beschlussfassung dann die Mehrheit der abgegebenen Stimmen zählt, unabhängig von der Höhe des vertretenen Gesellschaftskapitals.

(viii) Die Satzung wird mit der doppelten Mehrheit der Gesellschafter, die mindestens drei Viertel des Gesellschaftskapitals vertreten, geändert.

(ix) Jeder Wechsel der Nationalität der Gesellschaft erfordert eine einstimmige Entscheidung der Gesellschafter.

(x) Für die Anhebung des Gesellschaftskapitals gelten die Regeln des Gesetzes.

Art. 13. Einzel-Gesellschafter. Wenn und solange die Gesellschaft nur einen Gesellschafter hat, existiert sie als Ein-Personen-Gesellschaft gemäß dem Gesetz.

Der Gesellschafter übt alle Rechte aus, die vom Gesetz an die Generalversammlung zugewiesen sind.

Jeder Bezug in der Satzung zu den Gesellschafter und zur Gesellschafterversammlung und der Bezug zu schriftlichen Beschlüssen der Gesellschafter ist jeweils zu lesen als bezogen auf den einzelnen Gesellschafter oder dessen schriftlichen Beschluss.

Die Beschlüsse des einzelnen Gesellschafters werden in einem Protokoll oder schriftlich gefasst.

V. Jahresabschluss - Gewinnverteilung - Aufsicht

Art. 14. Geschäftsjahr und Zustimmung zum Jahresabschluss.

14.1 Das Geschäftsjahr beginnt am 1. Januar und endet am 31. Dezember des selben Jahres.

14.2 Der Verwaltungsrat erstellt den Jahresabschluss, eine Gewinn- und Verlustrechnung sowie ein Inventar, welches den Wert der Güter und Verbindlichkeiten der Gesellschaft wiedergibt, samt Anhängen, die die Verbindlichkeiten der Gesellschaft und die Verbindlichkeiten der Direktoren und Gesellschafter gegenüber der Gesellschaft zusammenfasst

14.3 Jeder Gesellschafter darf das Inventar und den Jahresabschluss an der Geschäftsadresse der Gesellschaft inspizieren.

14.4 Der Jahresabschluss und die Gewinn- und Verlustrechnung werden von der Generalversammlung oder mittels schriftlichem Beschluss der Gesellschafter innerhalb von sechs (6) Monaten nach Ende des Geschäftsjahres genehmigt.

Art. 15. Satzungsmäßiger Kommissar.

15.1 Die Tätigkeiten der Gesellschaft werden von einem oder mehreren satzungsmäßigen Kommissaren (Commissaire (s) aux Comptes) überwacht, soweit das Gesetz dies erfordert.

15.2 Die Gesellschafter bestimmen den Commissaire aux Comptes und bestimmen ihre Anzahl, Vergütung und Dauer ihrer Berufung, welche sechs (6) Jahre nicht übersteigen darf. Der Commissaire aux Comptes kann wiedergewählt werden. Er kann von der Gesellschafterversammlung jederzeit mit oder ohne Grund abberufen werden.

Er legt diesen, mit einem Bericht über die Geschäfte der Gesellschaft, spätestens einen Monat vor der Jahresgeneralversammlung, den Kommissaren zur Einsicht, vor.

Art. 16. Gewinnverwendung.

16.1 Vom Nettogewinn des Geschäftsjahres sind mindestens 5% für die Bildung einer gesetzlichen Rücklage zu verwenden; diese Verpflichtung wird aufgehoben, wenn die gesetzliche Rücklage 10% des Gesellschaftskapitals erreicht hat.

16.2 Die Gesellschafter legen fest, wie der Saldo des Gewinns verwendet wird. Ein solcher Saldo kann verwendet werden für die Zahlung einer Dividende, einer Zuordnung zu einer Rücklage oder zum Gewinnübertrag.

16.3 Vorschussdividenden dürfen unter den folgenden Bedingungen ausgeschüttet werden:

(i) Der Verwaltungsrat hat eine Zwischenbilanz aufgestellt;

(ii) Diese Zwischenbilanz zeigt, dass ausreichende Gewinne und sonstige Reserven (inklusive eines Vorzugsrechts (share premium)) zur Ausschüttung vorhanden sind; es wird festgehalten, dass dieser Betrag nicht den Gewinn übersteigen darf, der seit dem Ende des letzten Geschäftsjahres angefallen ist, für welches der Jahresabschluss genehmigt worden ist, wobei dieser letztgenannte Gewinn um vorgetragene Gewinne und verteilungsfähige Rücklagen anzuheben, sowie durch vorgetragene Verluste und die zur gesetzlichen Rücklage zu verwendenden Beträge zu reduzieren ist;

(iii) Die Entscheidung über eine Vorschussdividende wird vom Gesellschafter innerhalb von zwei (2) Monaten ab dem Datum der Zwischenbilanz getroffen;

(iv) Die Rechte der Gläubiger der Gesellschaft sind, unter Berücksichtigung der Güter der Gesellschaft, nicht bedroht; und

(v) Wo gezahlte Vorschussdividenden den Saldo der am Ende des Geschäftsjahres verteilungsfähigen Gewinne übersteigt, muss der überzahlte Betrag von den Gesellschaftern an die Gesellschaft zurückgezahlt werden.

VI. Auflösung - Liquidation

Art. 17.

17.1 Die Gesellschaft kann jederzeit durch Beschluss der Generalversammlung aufgelöst werden, welcher von mindestens der Hälfte der Gesellschafter, die mindestens drei Viertel des Stammkapitals repräsentieren, getroffen wird. Die Gesellschafter bestimmen einen oder mehrere Liquidationsverwalter, der nicht Gesellschafter sein muss, und bestimmen ihre Anzahl, Vollmachten und Vergütung. Soweit von den Gesellschaften nicht anderweitig bestimmt, haben die Liquidationsverwalter die weitestgehenden Befugnisse, um die Güter zu realisieren und die Verbindlichkeiten der Gesellschaft zu erfüllen.

17.2 Der verbleibende Saldo nach Realisierung der Güter und Erfüllung der Verbindlichkeiten wird im Verhältnis des jeweiligen Gesellschaftsanteils an die Gesellschafter verteilt.

VII. Allgemeine Bestimmungen

Art. 18.

18.1 Benachrichtigungen oder sonstige Mitteilungen werden getätigt oder darauf verzichtet sowie über schriftliche Beschlüsse der Direktoren und der Gesellschafter wird Beweis geführt in Schriftform, per Telegramm, Fax, EMail oder mittels jeder anderen Methode der elektronischen Kommunikation.

18.2 Vollmachten werden mittels jedes der hier genannten Mittel begeben. Vollmachten in Verbindung mit einer Verwaltungsratssitzung dürfen von einem Direktor auch in einer Weise ausgestellt werden, deren Bedingungen vom Verwaltungsrat festgelegt werden können.

18.3 Unterschriften können in handschriftlicher oder elektronischer Form getätigt werden, vorausgesetzt letztere erfüllen die rechtlichen Voraussetzungen um einer handschriftlichen Unterschrift gleichwertig zu sein. Unterschriften unter schriftlichen Beschlüssen des Verwaltungsrats oder der Gesellschafter werden, je nach dem konkreten Fall, auf einem Ordiginal oder mehreren Gegenstücken des gleichen Dokuments getätigt, welche zusammen ein Dokument darstellen.

Art. 19. Satzungsänderungen. Diese Satzungsbestimmungen können von Fall zu Fall durch eine außerordentliche Gesellschafterversammlung abgeändert werden, sofern die Vorschriften des Quorum und die Mehrheitsvorschriften des Gesetzes eingehalten werden.

Art. 20. Anwendbares Recht. Für alle Punkte, die nicht in dieser Satzung festgelegt sind, gelten die Bestimmungen des Gesetzes, wie in Art. 1 festgelegt.

Übergangsbestimmungen

Das erste Geschäftsjahr beginnt am heutigen Tage und endet am 31. Dezember 2015.

Die erste Generalversammlung findet im Jahr 2016 statt.

Kapitalzeichnung

PB PCR 3 S.à r.l. vertreten wie oben bezeichnet, erwirbt alle eintausend (1,000) Aktien in registrierter Form, mit einem Nennwert von je einunddreissig Euro (EUR 31.-), und bezahlt diese durch eine Bareinzahlung im Betrag von einunddreissigtausend Euro (EUR 31,000.-).

Der Betrag von einunddreissigtausend Euro (EUR 31,000.-). steht der Gesellschaft ab sofort zur Verfügung, was hiermit ausdrücklich von dem amtierenden Notar festgestellt wurde.

Schätzung der Gründungskosten

Die der Gesellschaft aus Anlass ihrer Gründung anfallenden Kosten, Honorare und Auslagen betragen schätzungsweise EUR 1.150,-.

Ausserordentliche Generalversammlung

Sodann hat der Komparent, handelnd wie erwähnt, welcher das gesamte Gesellschaftskapital vertritt folgende Beschlüsse gefasst:

1. Als Verwaltungsratsmitglieder bis zur Generalversammlung, die über die Bilanz des ersten Geschäftsjahres befindet, welches am 31. Dezember 2019 endet, werden ernannt:

- Frau Yasmina BEKOUASSA, geboren am 17. Oktober 1978 in Metz (Frankreich), geschäftsansässig in L-1511 Luxemburg, 121, avenue de la Faïencerie;

- Herr Laurent KIND, geboren am 28. November 1971 in Luxemburg, geschäftsansässig in L-1511 Luxemburg, 121, avenue de la Faïencerie and;

- Herr Alain HEINZ, geboren am 17. May 1968 in Forbach (Frankreich), geschäftsansässig in L-1511 Luxemburg, 121, avenue de la Faïencerie.

2. Zum Kommissar (Commissaire aux Comptes) bis zur Generalversammlung, die über die Bilanz des ersten Geschäftsjahres befindet, welches am 31. Dezember 2019 endet, wird ernannt:

- Hoche Partners Trust Services S.A., eine Aktiengesellschaft gegründet unter Luxemburgischem Recht, geschäftsansässig in L-1511 Luxemburg, 121, avenue de la Faïencerie, eingetragen im Handels und Firmenregister in Luxemburg 110094.

3. Die Gesellschaft hat ihren Gesellschaftssitz in L-1511 Luxemburg, 121, avenue de la Faïencerie.

Der unterzeichnete Notar, der der englischen Sprache kundig ist, stellt hiermit fest, dass auf Verlangen der vorstehend genannten Person die vorliegende Urkunde in englischer Sprache abgefasst wurde, gefolgt von einer deutschen Fassung; auf Wunsch der vorstehend genannten Person ist bei Widersprüchen zwischen der englischen und der deutschen Fassung die englische Fassung maßgeblich.

Daraufhin wurde der vorstehende Urkunde in Junglinster zu dem oben genannten Datum notariell beurkundet. Nachdem der Text der Erschienenen vorgelesen wurde, deren Vor- und Nachname, Status und Wohnsitz dem Notar bekannt sind, wurde die vorliegende Urkunde im Original von der Erschienenen gemeinsam mit dem Notar unterzeichnet.

Gezeichnet: Henri DA CRUZ, Jean SECKLER.

Enregistré à Grevenmacher, le 15 septembre 2014. Relation GRE/2014/3626. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): Claire PIERRET.

FÜR GLEICHLAUTENDE KOPIE, der Gesellschaft auf Begehr erteilt.

Junglinster, den 18. September 2014.

Référence de publication: 2014146006/611.

(140166575) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

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

Siège social: L-8285 Kehlen, 4, rue des Champs.

R.C.S. Luxembourg B 121.169.

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L'an deux mille quatorze, le onze septembre.

Pardevant Maître Jean SECKLER, notaire de résidence à Junglinster, (Grand-Duché de Luxembourg), soussigné;

A COMPARU:

Monsieur Salvatore LAZZARO, cuisinier, né à Catania (Italie), le 29 juin 1966, demeurant à L-8092 Bertrange, 8, rue Schauwenburg.

Lequel comparant a requis le notaire instrumentaire d'acter qu'il est l'associée unique de la société à responsabilité limitée "CAMILLA S.à r.l.", avec siège social à L-1660 Luxembourg, 34, Grand'Rue, (R.C.S. Luxembourg section B numéro 121.169), a été constituée suivant acte reçu par le notaire Paul FRIEDERS, notaire de résidence à Luxembourg, en date du 24 octobre 2006, publié au Mémorial C numéro 2361 du 19 décembre 2006, et que l'associé unique a pris les résolutions suivantes:

Première résolution

L'associé unique décide de transférer le siège social vers L-8285 Kehlen, 4, rue des Champs et de donner au premier alinéa de l'article quatre (4) des statuts la teneur suivante:

« **Art. 4. (premier alinéa).** Le siège social est établi dans la commune de Kehlen.»

Deuxième résolution

L'associé unique décide de modifier l'objet social de l'article deux (2) des statuts et qui aura désormais la teneur suivante:

" **Art. 2.** La Société a pour objet la vente de produits alimentaires, tels que vins, huiles, olives, fromages ou autres, ainsi que l'achat et la vente d'articles électro-ménagers et la vente de matériel informatique (software et hardware).

La Société a aussi pour objet l'exploitation d'un débit de boissons alcooliques et non alcooliques à consommer sur place ou à emporter.

La société a également pour objet toutes activités commerciales, en accord avec les dispositions de la loi du 9 juillet 2004, modifiant la loi modifiée du 28 décembre 1988 concernant le droit d'établissement et réglementant l'accès aux professions d'artisan, de commerçant, d'industriel ainsi qu'à certaines professions libérales.

La Société pourra effectuer toutes opérations commerciales, financières, mobilières et immobilières, se rapportant directement ou indirectement à son objet et susceptibles d'en faciliter l'extension ou le développement."

Evaluation des frais

Tous les frais et honoraires du présent acte incombant à la société sont évalués à la somme de huit cents euros.

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

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

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

Signé: Salvatore LAZZARO, Jean SECKLER.

Enregistré à Grevenmacher, le 16 septembre 2014. Relation GRE/2014/3639. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): Claire PIERRET.

Référence de publication: 2014146012/42.

(140166136) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2014.

RZ INVEST, Société Anonyme.

Siège social: L-1840 Luxembourg, 11b, boulevard Joseph II.

R.C.S. Luxembourg B 188.080.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 29 août 2014.

Paul DECKER

Le Notaire

Référence de publication: 2014159209/12.

(140180826) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 octobre 2014.

Rococo CSL S.A., Société Anonyme.

Siège social: L-2213 Luxembourg, 16, rue de Nassau.

R.C.S. Luxembourg B 177.903.

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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.

A.T.T.C. Management s.à r.l. / A.T.T.C. Directors s.à r.l.

Administrateur / Administrateur

Nico Patteet / K. Van Huynegem

Administrateur – délégué / Administrateur-délégué

Référence de publication: 2014159188/13.

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