MEMORIAL

Journal Officiel
du Grand-Duché de
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° 3491 **21 novembre 2014**

SOMMAIRE

Createam, Société Anonyme Unipersonnelle.

Siège social: L-8050 Bertrange, Tossenberg, route d'Arlon.

R.C.S. Luxembourg B 19.099.

—

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

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

Luxembourg, le 27 octobre 2014.

Référence de publication: 2014166196/10.

(140190225) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Crèche Il Nido Rodange S.à r.l., Société à responsabilité limitée.

Siège social: L-4807 Rodange, 101, rue Nicolas Biever.

R.C.S. Luxembourg B 179.169.

—

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

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

Luxembourg.

SOAK TRUST S.A.

Référence de publication: 2014166197/11.

(140189905) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Cristal Consult S.A., Société Anonyme.

Siège social: L-1941 Luxembourg, 241, route de Longwy.

R.C.S. Luxembourg B 75.927.

—

Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2014166199/10.

(140189889) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

CTP International Partners, S.à r.l., SPF, Société à responsabilité limitée - Société de gestion de patrimoine familial.

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

R.C.S. Luxembourg B 173.791.

—

Les statuts coordonnés suivant l'acte n° 69497 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: 2014166201/11.

(140189982) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

D.P. Electricité S.à r.l., Société à responsabilité limitée.

Siège social: L-4451 Belvaux, 292, route d'Esch.

R.C.S. Luxembourg B 156.342.

—

Le Bilan au 31 décembre 2012 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.

Belvaux, le 27 octobre 2014.

D.P. ELECTRICITE S.A.R.L.

L-4451 BELVAUX

Référence de publication: 2014166203/12.

(140189359) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

C7 Princes (Lux) S.à.r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 117.162.

—

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

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

Signature.

Référence de publication: 2014166202/10.

(140189655) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

D.P. Electricité S.à r.l., Société à responsabilité limitée.

Siège social: L-4451 Belvaux, 292, route d'Esch.

R.C.S. Luxembourg B 156.342.

—

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

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

Belvaux, le 27 octobre 2014.

D.P. ELECTRICITE S.A.R.L.

L-4451 BELVAUX

Référence de publication: 2014166204/12.

(140189360) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Danimel S.A., Société Anonyme.

Siège social: L-2311 Luxembourg, 3, avenue Pasteur.

R.C.S. Luxembourg B 115.043.

—

Le Bilan au 31.12.2013 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2014166209/10.

(140189856) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

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

Siège social: L-1321 Luxembourg, 222, rue de Cessange.

R.C.S. Luxembourg B 101.566.

—

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 27 octobre 2014.

Pour compte de DHA Sàrl

Fiduplan S.A.

Référence de publication: 2014166212/12.

(140190099) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

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

Siège social: L-2311 Luxembourg, 3, avenue Pasteur.

R.C.S. Luxembourg B 54.213.

—

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

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

Signature.

Référence de publication: 2014166215/10.

(140189855) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

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

Siège social: L-2311 Luxembourg, 3, avenue Pasteur.

R.C.S. Luxembourg B 54.213.

—

Extrait des résolutions prises lors du l'assemblée générale ordinaire du 13 octobre 2014.

Nomination de Monsieur Jérémie ABIHSSIRA, né le 9 novembre 1982 à Paris (France), demeurant au 41 Quai Wilson, CH-1201 Genève, comme nouvel administrateur, en remplacement de Mme Sylvie ABIHSSIRA à compter de ce jour.

Pour la société
DIALNA S.A., SPF

Référence de publication: 2014166214/12.

(140189854) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

DN-Machines S.A., Société Anonyme.

Siège social: L-4831 Rodange, 81, route de Longwy.

R.C.S. Luxembourg B 147.255.

—

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

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 23 octobre 2014. Chotin Barbara.

Référence de publication: 2014166216/10.

(140189806) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Droia Invest S.A., Société Anonyme.

Siège social: L-1330 Luxembourg, 44, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 182.546.

—

Les statuts coordonnés au 08/10/2014 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 21/10/2014.
Me Cosita Delvaux
Notaire

Référence de publication: 2014166218/12.

(140190255) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

E.I. (Européenne d'Investissement) S.A., Société Anonyme.

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

R.C.S. Luxembourg B 64.314.

—

Le Bilan abrégé et les comptes annuels au 31 Décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Pétange, le 27 octobre 2014.

Référence de publication: 2014166220/11.

(140189570) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Financière Tawioun S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-2612 Luxembourg, 45, Tawioun.

R.C.S. Luxembourg B 68.584.

—

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: 2014166280/9.

(140189306) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

E.I. (Européenne d'Investissement) S.A., Société Anonyme.

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

R.C.S. Luxembourg B 64.314.

—

Le Bilan abrégé et les comptes annuels au 31 Décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Pétange, le 27 octobre 2014.

Référence de publication: 2014166221/11.

(140189571) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

E.I. (Européenne d'Investissement) S.A., Société Anonyme.

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

R.C.S. Luxembourg B 64.314.

—

Le Bilan abrégé et les comptes annuels au 31 Décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Pétange, le 27 octobre 2014.

Référence de publication: 2014166222/11.

(140189572) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

E.I. (Européenne d'Investissement) S.A., Société Anonyme.

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

R.C.S. Luxembourg B 64.314.

—

Le Bilan abrégé et les comptes annuels au 31 Décembre 2009 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.
Pétange, le 27 octobre 2014.

Référence de publication: 2014166223/11.

(140189573) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Electro Reihl an Weber s.à.r.l., Société à responsabilité limitée.

Siège social: L-9151 Eschdorf, 14, an Haesbich.

R.C.S. Luxembourg B 103.817.

—

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

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Eschdorf, le 24 octobre 2014. Signature.

Référence de publication: 2014166229/10.

(140189353) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

European Capital Investment Fund, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 178.979.

—

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 27 octobre 2014.

Référence de publication: 2014166238/11.

(140190002) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Eaton Properties S.à r.l., Société à responsabilité limitée.

R.C.S. Luxembourg B 121.747.

—

Conformément à l'article 3 de la loi du 12 mai 1999 régissant la domiciliation des sociétés, Citco C&T (Luxembourg) SA informe de la dénonciation de la convention de domiciliation conclue le 8 novembre, 2006 pour une durée indéterminée entre les deux sociétés:

Eaton Properties SARL, ayant son siège social au 2-8 avenue Charles de Gaulle, L-1653 Luxembourg, RCS B 121747 et Citco C&T (Luxembourg) SA ayant son siège social au 2-8, avenue Charles de Gaulle, L-1653, Luxembourg, avec effet immédiat.

Fait à Luxembourg, le 20 Octobre 2014.
Citco C&T (Luxembourg) S.A.
Severine Canova / Damien Nussbaum

Référence de publication: 2014166226/15.

(140189685) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Easterise Global S.à r.l., Société à responsabilité limitée.

Siège social: L-8052 Bertrange, 9, rue des Aubépines.

R.C.S. Luxembourg B 173.689.

—

Extrait des résolutions prises lors de l'Assemblée Générale extraordinaire du 8 mai 2013

- La démission de Madame Easter SARNECKI comme gérante technique est acceptée.

- Monsieur Claude HERMES, agent immobilier, né le 23 mai 1967 à Luxembourg, demeurant à L-8213 Mamer, 42 rue du Baumbusch, est nommé gérant technique. La durée du mandat est illimitée.

- Madame Easter SARNECKI, agent immobilier, née le 17 avril 1965 à Angeles City (Philippines) demeurant à D-54292 TRIER, Théodore Heuss Allée 21, est nommée gérant administratif. La durée du mandat est illimitée.

- La société est dorénavant engagée par la signature individuelle d'un des gérants jusqu'à à concurrence de cent cinquante euros (150,- EUR). Pour tout engagement dépassant cette contre-valeur la signature conjointe du gérant technique et d'un des gérants administratifs est nécessaire.

Fait à Luxembourg, le 8 mai 2013.
Certifié sincère et conforme
EASTERISE GLOBAL S.A R.L.
Easter SARNECKI / Claude HERMES
Gérante / Gérant

Référence de publication: 2014166224/21.

(140190091) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

ELWE - Location, Société à responsabilité limitée.

Siège social: L-1113 Luxembourg, 12, rue John L. Macadam.

R.C.S. Luxembourg B 27.767.

—

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

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

Référence de publication: 2014166248/9.

(140190147) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Elwe Cranes S.à r.l., Société à responsabilité limitée.

Siège social: L-1113 Luxembourg, 12, rue J.L. Mac Adam.

R.C.S. Luxembourg B 124.258.

—

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

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

Référence de publication: 2014166249/9.

(140190149) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Eaton Controls (Luxembourg) S.à r.l., Société à responsabilité limitée.

Capital social: USD 165.165.000,00.

Siège social: L-2453 Luxembourg, 12, rue Eugène Ruppert.

R.C.S. Luxembourg B 9.145.

—

EXTRAIT

Monsieur Johannes Vosman, Monsieur Dujardin Grégory et Monsieur Bruno Lawaree, gérants d'Eaton Controls (Luxembourg) Sàrl, déclarent qu'en date du 23 Septembre 2014, l'actionnaire unique Cooper Industries Holdings (Ireland), ayant son siège social à Fitzwilliam Hall, Fitzwilliam Place, Dublin 2, Mande, enregistré auprès du registre de commerce irlandais sous le numéro 499912 a changé de nom pour devenir Eaton Capital, ayant son siège social à Fitzwilliam Hall, Fitzwilliam Place, Dublin 2, Irlande, enregistré auprès du registre de commerce irlandais sous le numéro 499912.

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

Luxembourg, le 15 octobre 2014.

Pour Eaton Controls (Luxembourg) Sàrl

Dujardin Gregory / Vosman Johannes / LAWAREE BRUNO

Director / Director / Director

Référence de publication: 2014166225/19.

(140189501) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Efficiency Solutions SV Sàrl, Société à responsabilité limitée.

Siège social: L-5365 Munsbach, 1C, rue Gabriel Lippmann.

R.C.S. Luxembourg B 187.565.

—

Der Teilhaber der Efficiency Solutions SV S.à r.l., namentlich SUSTAINABLE FUNDS (SCA) SICAV-SIF (B154056), hat seinen Gesellschaftssitz von 20, Boulevard E. Servais, L-2535 Luxembourg nach 1c, rue Gabriel Lippmann, L-5365 Munsbach, Luxemburg verlegt.

Der Geschäftsführer der Efficiency Solutions SV S.à r.l., namentlich Sustainable (B154053), hat seinen Gesellschaftssitz von 20, Boulevard E. Servais, L-2535 Luxembourg nach 1c, rue Gabriel Lippmann, L-5365 Munsbach, Luxemburg verlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxemburg, den 27. Oktober 2014.

Für Efficiency Solutions SV S.à r.l.

Ein Bevollmächtigter

Référence de publication: 2014166227/16.

(140189977) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Elite Holding S.A., Société Anonyme.

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

R.C.S. Luxembourg B 108.087.

—

Le bilan au 31 décembre 2011 a été déposé au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 23 octobre 2014.

Référence de publication: 2014166231/10.

(140189873) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Euro Management & Business Sàrl, Société à responsabilité limitée.

Siège social: L-9550 Wiltz, 42A, rue Jos Simon.

R.C.S. Luxembourg B 101.932.

—

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

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

Référence de publication: 2014166254/9.

(140190061) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Efficiency Solutions 1 Sàrl, Société à responsabilité limitée.

Siège social: L-5365 Munsbach, 1C, rue Gabriel Lippmann.

R.C.S. Luxembourg B 187.567.

—

Der Teilhaber der Efficiency Solutions 1 S.à r.l., namentlich SUSTAINABLE FUNDS (SCA) SICAV-SIF (B154056), hat seinen Gesellschaftssitz von 20, Boulevard E. Servais, L-2535 Luxembourg nach 1c, rue Gabriel Lippmann, L-5365 Munsbach, Luxemburg verlegt.

Der Geschäftsführer der Efficiency Solutions 1 S.à r.l., namentlich Sustainable (B154053), hat seinen Gesellschaftssitz von 20, Boulevard E. Servais, L-2535 Luxembourg nach 1c, rue Gabriel Lippmann, L-5365 Munsbach, Luxemburg verlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxemburg, den 27. Oktober 2014.

Für Efficiency Solutions 1 S.à r.l.

Ein Bevollmächtigter

Référence de publication: 2014166228/16.

(140189942) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Elite Holding S.A., Société Anonyme.

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

R.C.S. Luxembourg B 108.087.

—

Le bilan au 31 décembre 2012 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 23 octobre 2014.

Référence de publication: 2014166232/10.

(140189878) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Elite Holding S.A., Société Anonyme.

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

R.C.S. Luxembourg B 108.087.

—

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

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 23 octobre 2014.

Référence de publication: 2014166233/10.

(140189892) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Euro Patrimoine S.A., Société Anonyme.

Siège social: L-2535 Luxembourg, 16, boulevard Emmanuel Servais.

R.C.S. Luxembourg B 77.085.

—

DISSOLUTION

Par jugement rendu en date du 23 octobre 2014, le Tribunal d'arrondissement de et à Luxembourg, sixième chambre, ayant siégé en matière commerciale, a déclaré dissoute et a ordonné la liquidation de la société EURO PATRIMOINE SA, ayant eu son siège social à 16, Boulevard Emmanuel Servais L-2535 Luxembourg, de fait inconnue à cette adresse, inscrite auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B77085.

Le même jugement nomme juge-commissaire Monsieur le Juge-Commissaire Thierry SCHILTZ et désigne comme liquidateur judiciaire Maître Laurent LENERT.

Le Tribunal invite les créanciers à produire leurs déclarations de créance au greffe du Tribunal de commerce avant le 14 novembre 2014.

Pour extrait conforme

Le liquidateur

Référence de publication: 2014166255/18.

(140188723) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Engel S.àr.l., Société à responsabilité limitée.

Siège social: L-2311 Luxembourg, 3, avenue Pasteur.

R.C.S. Luxembourg B 137.088.

—

Le Bilan au 31.12.2013 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2014166234/10.

(140189842) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Equinox Energy (Lux) S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 190.482.

—

Extrait des décisions prises par l'associée unique en date du 27 octobre 2014

1. Madame Catherine Baudhuin a démissionné de son mandat de gérant de catégorie B.

2. Monsieur Xavier Poncelet a démissionné de son mandat de gérant de catégorie B.

3. Monsieur Jérôme Devillet, administrateur de sociétés, né à Arlon (Belgique), le 21 mai 1986, demeurant professionnellement à L-2453 Luxembourg, 6, rue Eugène Ruppert, a été nommé comme gérant de catégorie B pour une période indéterminée.

4. Monsieur Pierre Claudel, administrateur de sociétés, né à Schiltigheim (France), le 23 mai 1978, demeurant professionnellement à L-2453 Luxembourg, 6, rue Eugène Ruppert, a été nommé comme gérant de catégorie B pour une période indéterminée.

Luxembourg, le 27.10.2014.

Pour extrait sincère et conforme

Pour Equinox Energy (Lux) S.à r.l.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014166237/20.

(140190146) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

Edil International S.A., Société Anonyme.

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

R.C.S. Luxembourg B 81.837.

—

Il résulte d'une lettre de démission datée du 21 octobre 2014 que Monsieur Thierry FLEMING a démissionné de son mandat d'administrateur du Conseil d'Administration de la société EDIL INTERNATIONAL S.A., inscrite au Registre de Commerce et des Sociétés sous le numéro B 81837, avec effet immédiat.

Il résulte d'une lettre de démission datée du 21 octobre 2014 que Monsieur Pierre LENTZ a démissionné de son mandat d'administrateur du Conseil d'Administration de la société EDIL INTERNATIONAL S.A., inscrite au Registre de Commerce et des Sociétés sous le numéro B 81837, avec effet immédiat.

Il résulte d'une lettre de démission datée du 21 octobre 2014 que Monsieur Reno Maurizio TONELLI a démissionné de son mandat d'administrateur et de Président du Conseil d'Administration de la société EDIL INTERNATIONAL S.A., inscrite au Registre de Commerce et des Sociétés sous le numéro B 81837, avec effet immédiat.

Il résulte d'une lettre de démission datée du 21 octobre 2014 que la société anonyme AUDIEX S.A. a démissionné de son mandat de commissaire aux comptes de la société EDIL INTERNATIONAL S.A., inscrite au Registre de Commerce et des Sociétés sous le numéro B 81837, avec effet immédiat.

Luxembourg, le 21 octobre 2014.

CF Corporate Services

Société Anonyme

2, avenue Charles de Gaulle

L - 1653 Luxembourg

Référence de publication: 2014166244/24.

(140190135) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2014.

SF (Lux) Sicav 3, Société d'Investissement à Capital Variable.

Siège social: L-1855 Luxembourg, 33A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 104.252.

—

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

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

Was held

an extraordinary general meeting (the Meeting) of the shareholders of SF (Lux) SICAV 3 (the Companyg) a Luxembourg investment company with variable capital (société d'investissement à capital variable), incorporated as a public limited liability company (société anomyme), having its registered office at 33A, Avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, incorporated on 23 November 2004 pursuant to a notarial deed and published in the Mémorial C, Recueil des Sociétés et Associations, on 8 December 2004, and registered with the Luxembourg Trade and Companies Register under number B 104.252.

The Meeting is opened at 10:30 am (Luxembourg time) with Mr Quentin Mallie, residing professionally in Luxembourg as chairman.

The chairman appoints Mrs Catarina Herschbach, residing professionally in Luxembourg, as secretary and the Meeting elects Mrs Norma Christmann, residing professionally in Luxembourg as scrutineer of the Meeting.

The chairman, the secretary and the scrutineer are collectively referred to hereafter as the Members of the Bureau or as the Bureau.

The Bureau having thus been constituted, the chairman requests the notary to record that:

I. the extraordinary general meeting of the Company held before the undersigned notary on 20 October 2014 could not validly deliberate and vote on the agenda due to a lack of quorum;

II. there is no quorum required for the Meeting and the sole resolution will be validly taken if approved by a majority of two-thirds of the votes cast;

III. all the shares being registered shares, the Meeting has been convened by notices sent to all the shareholders by registered mail on 9 October 2014 and by means of notices published in the Mémorial and in two Luxembourg newspapers;

The undersigned notary informed the Appearers of the fact, that the present extraordinary general meeting has not been convened pursuant to the dispositions of Article 67-1 (2) of the law of August 10 th , 1915 on commercial companies.

The Appearers then give discharge to the notary for all consequences that may result from this.

III. the shareholders present or represented at the Meeting and the number of shares which they hold are recorded in an attendance list, which will remain attached to these minutes and which will be signed by the shareholders present at the Meeting and the holders of powers of attorney who represent the shareholders who are not present and the Members of the Bureau. The said list as well as the powers of attorney will be initialled ne varietur by the Members of the Bureau and will remain attached to these minutes;

IV. the Meeting is therefore regularly constituted and can validly deliberate and vote on the sole item of the agenda reproduced below, in accordance with the amended Luxembourg law of 10 August 1915 on commercial companies.

V. the sole resolution on the agenda of the Meeting is as follows:

(1) Amendment of the articles of incorporation of the Company (the "Articles") in order to, inter alia:

reflect the fact that (i) the Company qualifies as an alternative investment fund within the meaning of Directive 2011/61/EU of the European Parliament and the Council of 8 June 2011 on alternative investment fund managers as implemented in Luxembourg law by the law of 12 July 2013 on alternative investment fund managers (the "Law of 2013"), (ii) the Company has appointed UBS Third Party Management Company S.A. as its external alternative investment fund manager (the "AIFM") and (iii) include certain provisions required by the Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin") to enable the Company to market its shares as an EU-AIF to retail investors in Germany.

(2) Amend article 8 of the Articles so as to:

a) provide that shareholders have the right to request redemption of their shares and that alternatively, UBS AG (the "Market Maker") will maintain a secondary market for the shares and shareholders may sell their shares to the Market Maker on each business day and as may be further set out in the Company's prospectus.

b) to provide that the Board may defer redemption and / or conversion requests received for any class of shares on any specific Calculation Day if these requests exceed the percentage to be determined by the Board from time to time and as disclosed in the Company's prospectus and that in any event, the redemption request will be fulfilled within one year of submission;

c) to clarify that if the Company decides to delay the execution of redemption applications in the event of an excessively large volume of redemption applications that in no event will the delay of the execution of redemption applications be extended by more than 36 months;

d) delete reference to the possibility for the Company to accept at the request of an investor redemptions in kind.

(3) Amend article 10 of the Articles so as to:

a) provide that the valuation of the Company's assets and the calculation of the net asset value will be undertaken by the administrative agent appointed by the AIFM;

b) provide that if the valuation criteria appear impossible or inappropriate due to extraordinary circumstances or events, such market value will be applied which is deemed to be appropriate with careful assessment according to suitable calculation methods taking into account current market situations.

(4) Amend article 11 of the Articles to provide that in the event of a suspension of the Company's net asset value and subject to an extraordinary event, including without limitation, liquidation or force majeure, the Company will however ensure that investors' shares will be redeemed within 12 months following the request for redemption, but in no case later than within 36 months.

(5) Amend article 18 of the Articles to mention that with effect from 6 June 2014 the Board has appointed UBS Third Party Management Company S.A. as its management company and alternative investment fund manager.

(6) Amend article 25 of the Articles to clarify that the Board shall prepare an audited annual report as per 31 March of each calendar year and an unaudited semiannual report as per 30 September of each calendar year in accordance with the Luxembourg law of 17 December 2010 and to clarify how such reports will be made available and their content.

(7) Amend article 26 of the Articles to provide that distributions may be paid out of gross or net investment income, realised or unrealised capital gains or capital as further detailed in the prospectus and to provide that the Company will determine income equalisation amounts as disclosed in the prospectus.

(8) Amend article 27 of the Articles to insert an updated description of the Company's depositary bank reflecting its duties under the Law of 2013.

(9) Add at the end of the Articles an Annex I setting out the charges and expenses of the Company as well as an Annex II setting out the Company's investment guidelines.

(10) Make general updates and minor changes to the Articles.

VI. After deliberation, the Meeting took by unanimous vote the following resolution:

Sole resolution

The meeting resolves to completely amend the Company's articles of incorporation as set out in the above agenda so as to henceforth read as follows:

STATUTES

Title I. Name - Registered office - Duration - Purpose

Art. 1. Name. There exists among the subscribers and all those who may become owners of shares hereafter issued, a public limited company ("société anonyme") qualifying as an investment company with variable share capital ("société d'investissement à capital variable") under the name of SF (LUX) SICAV 3 (hereinafter the "Company").

Art. 2. Registered Office. The registered office of the Company is established in Luxembourg, Grand Duchy of Luxembourg.

Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or abroad (but in no event in the United States of America, its territories or possessions) by decision of the Board of Directors (hereinafter the "Board").

In the event that the Board determines that extraordinary political, economic or social developments have occurred or are imminent which 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 provisional measures shall have no effect on the nationality of the Company which, notwithstanding such temporary transfer, will remain a Luxembourg corporation.

Art. 3. Duration. The Company is established for an unlimited period of time. The Company may at any time be dissolved by a resolution of the shareholders, adopted in the manner required for amendment of these articles of incorporation by law.

Art. 4. Purpose. The exclusive purpose of the Company is to invest the funds available to it in securities and other assets permitted by law, within the limits of the investment policies and restrictions determined by the Board pursuant to article 17 hereof, with the purpose of diversifying investment risks and affording its shareholders the benefit of the management of the Company's assets.

The Company may take any measures and carry out any transaction which it may deem useful for the fulfilment and development of its purpose to the largest extent permitted under the law of 17 December 2010 regarding undertakings for collective investment or any legislative replacements or amendments thereto (the "2010 Law").

Title II. Share capital - Shares - Net asset value

Art. 5. Share Capital. Shares issued by the Company may, as the Board shall determine, be of different classes corresponding to separate portfolios of assets (each a "Subfund"), (which may as the Board may determine, be denominated

in different currencies) and the proceeds of the issue of shares of each Subfund be invested pursuant to article 4 hereof for the exclusive benefit of the relevant Subfund in securities or other assets permitted by law as the Board may from time to time determine in respect of each Subfund. The assets in which the Company invests shall be owned by the Company.

With regard to creditors, the Company is a single legal entity, however, the assets of a particular Subfund are only applicable to the debts, engagements and obligations of that Subfund. In respect of the relationship between the shareholders, each Subfund is treated as a separate entity.

The capital of the Company shall at any time be equal to the total net assets of all Subfunds of the Company as defined in article 10 hereof and shall be represented by fully paid up shares of no par value. Shares may be issued, within each Subfund, in several categories, such shares to be issued on terms and conditions as shall be decided by the Board. Such terms and conditions as well as the calculation of the value of each category shall be reflected in the current prospectus.

The minimum capital shall be one million two hundred fifty thousand Euro (1,250,000.- EUR) and has to be reached within six months after the date on which the Company has been authorised as a collective investment undertaking under Luxembourg law.

The Company has the power to acquire for its own account its shares at any time.

Art. 6. Form of Shares. The Board shall determine whether the Company shall issue shares in bearer and/or in registered form.

Share certificates (hereinafter the "Certificates") of the relevant category of any Subfund will be issued; if bearer certificates are to be issued, such certificates will be issued with coupons attached, in such denominations as the Board shall prescribe.

Certificates shall be signed by two directors. Such signatures shall be either manual, or printed, or in facsimile. However, one of such signatures may be made by a person duly authorised thereto by the Board, in which case, it shall be manual.

The Company may issue temporary certificates in such form as the Board may determine.

All issued registered shares of the Company shall be registered in the register of shareholders (hereinafter the "Register") which shall be kept by the Company or by one or more persons designated thereto by the Company, and such register shall contain the name of each owner of registered shares, his residence or elected domicile as indicated to the Company and the number of registered shares held by him and the amount paid up on each such share.

If bearer shares are issued, registered shares may be converted into bearer shares and bearer shares may be converted into registered shares at the request of the holder of such shares. A conversion of registered shares into bearer shares will be effected by cancellation of the registered share certificate, if any, and issuance of one or more bearer share certificates in lieu thereof, and an entry shall be made in the register of shareholders to evidence such cancellation. A conversion of bearer shares into registered shares will be effected by cancellation of the bearer certificate, and, if requested, by issuance of a registered share certificate in lieu thereof, and an entry shall be made in the register of shareholders to evidence such issuance. At the option of the Board, the costs of any such conversion may be charged to the shareholder requesting it. Global share certificates will not be issued.

Before shares are issued in bearer form and before registered shares shall be converted into bearer form, the Company may require assurances satisfactory to the Board that such issuance or conversion shall not result in such shares being held by a non authorised person as defined in Article 9 hereof.

In case of bearer shares, the Company may consider the bearer as the owner of the shares; in case of registered shares, the inscription of the shareholder's name in the register of shares evidences his right of ownership on such registered shares. The Company shall decide whether a certificate for such inscription shall be delivered to the shareholder or whether the shareholder shall receive a written confirmation of his shareholding.

If bearer shares are issued, transfer of bearer shares shall be effected by delivery of the relevant certificates. Transfer of registered shares shall be effected (i) if certificates have been issued, upon delivering the certificate or certificates representing such shares to the Company along with other instruments of transfer satisfactory to the Company, and (ii), if no share certificates have been issued, by a written declaration of transfer to be inscribed in the register of shareholders, dated and signed by the transferor and transferee, or by persons holding suitable powers of attorney to act therefore. Any transfer of registered shares shall be entered into the register of shareholders.

Shareholders entitled to receive registered shares shall provide the Company with an address to which all notices and announcements may be sent. Such address will also be entered into the register of shareholders.

In the event that a shareholder does not provide an address, the Company may permit a notice to this effect to be entered into the register of shareholders and the shareholder's address will be deemed to be at the registered office of the Company, or at such other address as may be so entered into by the Company from time to time, until another address shall be provided to the Company by such shareholder. A shareholder may, at any time, change his address as entered into the register of shareholders by means of a written notification to the Company at its registered office, or at such other address as may be set by the Company from time to time.

If any shareholder can prove to the satisfaction of the Company that his share certificate has been mislaid or destroyed, then, at his request, a duplicate certificate may be issued under such conditions and guarantees (including but not restricted to a bond issued by an insurance company), as the Company may determine. At the issuance of the new share certificate,

on which it shall be recorded that it is a duplicate, the original certificate in replacement of which the new one has been issued shall become void.

Mutilated certificates may be cancelled by the Company and replaced by new certificates.

The Company may, at its election, charge to the shareholder the costs of a replacement certificate and all reasonable expenses incurred by the Company in connection with the issue and registration thereof or in connection with the voiding of the original certificate.

The Company recognises only one single 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) have to appoint one single attorney to represent such share(s) towards the Company. The failure to appoint such attorney implies a suspension of all rights attached to such share(s).

The Company may decide to issue fractional shares. Such fractional shares shall not be entitled to vote but shall be entitled to participate in the net assets of the Company on a pro rata basis. In the case of bearer shares, only certificates evidencing full shares will be issued.

Art. 7. Issue and conversion of Shares. Issue of shares

The Board is authorised without limitation to issue at any time additional shares of no par value fully paid up, in any category within any Subfund, without reserving the existing shareholders a preferential right to subscribe for the shares to be issued.

When shares are issued by the Company, the net asset value per share is calculated in accordance with article 10 hereof. The issue price of shares to be issued is based on the net asset value per share of the relevant category of shares in the relevant Subfund, as determined in compliance with article 10 hereof plus any additional charge, premium or cost as determined by the Board and as disclosed in Annex 1 to these articles of incorporation and the current prospectus. Any taxes, commissions and other fees incurred in the respective countries in which Company shares are sold will also be charged.

Shares will only be allotted upon acceptance of the subscription and receipt of payment of the issue price. The issue price is payable within 5 Luxembourg business days after the relevant Calculation Day or such later date as may be determined by the Board if the features of a Subfund so justify. The subscriber will without undue delay, upon acceptance of the subscription and receipt of the issue price, receive title to the shares purchased by him.

Applications can be submitted for payment in the reference currency of the relevant Subfund or in another currency as may be determined from time to time by the Board.

The Board may, in accordance with the 2010 Law and the Law of 12 July 2013 on Alternative Investment Fund Managers (the "Law of 2013") delegate to any duly authorised director, manager, officer or to any other duly authorised agent the power to accept subscriptions, to receive payment of the price of the new shares to be issued and to deliver them.

The Company at its discretion may accept subscriptions in kind, in whole or in part. However in this case the investments in kind must be in accordance with the respective Subfund's investment policy and restrictions. In addition these investments will be audited by the Company's appointed auditor.

The Company may, in the course of its sales activities and at its discretion, cease issuing shares, refuse purchase applications and suspend or limit in compliance with article 11 hereof, the sale for specific periods or permanently, to individuals or corporate bodies in particular countries or areas. The Company may also at any time compulsorily redeem shares from shareholders who are excluded from the acquisition or ownership of Company shares.

Conversion of shares

Unless otherwise decided by the Board in respect of any specific Subfund, a shareholder may request, by lodging an appropriate application with the administrative agent appointed by the Company's AIFM and disclosed in the Company's current prospectus, conversion of the whole or part of his shares corresponding to a certain Subfund into shares of another Subfund, provided that the issue of shares by this Subfund has not been suspended and provided that the Board may impose such restrictions as to, inter alia, the possibility or the frequency of conversion, and may make conversion subject to payment of such charge, as it shall determine and disclose in Annex 1 to these articles of incorporation and the current prospectus. Shares are converted according to a conversion formula based on the net asset values of the relevant shares as determined from time to time by the Board and disclosed in the current sales prospectus.

Shareholders may not convert shares of one category into shares of another category of the relevant Subfund or of another Subfund, unless otherwise determined by the Board and duly disclosed in the current prospectus.

The Board may resolve the conversion of one or several categories of shares of one Subfund into shares of another category of the same Subfund, in the case that the Board estimates that it is no longer economically reasonable to operate this or these categories of shares.

During the month following the publication of such a decision, as described in article 24 hereafter, shareholders of the categories concerned are authorised to redeem all or part of their shares at their net asset value in accordance with the guidelines outlined in article 8.

Shares not presented for redemption will be exchanged on the basis of the net asset value of the corresponding category of shares calculated for the day on which this decision will take effect.

The same procedures apply to the submission of conversion applications as apply to the issue and redemption of shares. This conversion will be effected at the rounded net asset value increased by charges and transaction taxes, if any. However, the sales agency may charge an administrative fee up to a maximum amount as disclosed in Annex 1 to these articles of incorporation which may be fixed by the Company.

Art. 8. Redemption of Shares. Unless otherwise provided for by the Board in the context of any specific Subfund, any shareholder may request, by lodging an appropriate application with the administrative agent appointed by the Company's AIFM and disclosed in the Company's current prospectus, the redemption of all or part of his shares by the Company, under the terms and procedures set forth by the Board in the sales documents for the shares and within the limits provided by law and these articles.

Shareholders have the right to request redemption of their shares. Alternatively, UBS AG (the "market marker") will maintain a secondary market for the shares and shareholders may sell their shares to the market marker on each business day and as may be further set out in the Company's prospectus.

Payment of the redemption price will be executed in the reference currency of the relevant Subfund or in another currency as may be determined from time to time by the Board, within a period of time determined by the Board which will not exceed 30 days after the relevant Calculation Day, unless otherwise decided by the Board if the features of a Subfund so justify.

The redemption price is based on the net asset value per share less a redemption charge if the Board so decides, whose maximum amount is specified in Annex 1 to these articles of incorporation and the sales prospectus for the shares. Moreover, any taxes, commissions and other fees incurred in the respective countries in which Company shares are sold will be charged.

If as a result of any request for redemption, the number or the aggregate net asset value of the shares held by any shareholder would fall below such number or such value as determined by the Board, then the Company may decide that this request be treated as a request for redemption for the full balance of such shareholder's holding of shares.

If requests for redemption and/or conversion that are received for any class of shares on any specific Calculation Day exceed the percentage to be determined by the Board from time to time and disclosed in the prospectus of the Company, the Board may defer such a redemption and/or conversion request in order for it to be dealt with on a subsequent Calculation Day in accordance with the terms of the prospectus of the Company. On the next Calculation Day following that period, these redemption and conversion requests will be met in priority to later requests. In any event, the redemption request will be fulfilled within one year of submission.

A redemption request shall be irrevocable, except in case of and during any period of suspension of redemption. Any such request must be filled by the shareholder in written form (which, for these purposes includes a request given by cable, telegram, telex or telecopier, or any other similar way of communication subsequently confirmed in writing) at the registered office of the Company or, if the Company so decides, with any other person or entity appointed by it as its agent for redemption of shares, together with the delivery of the Certificate(s) for such shares in proper form and accompanied by proper evidence of transfer or assignment.

The Board may impose such restrictions as it deems appropriate on the redemption of shares, provided that daily liquidity for the shareholders is not impaired.

In the event of an excessively large volume of redemption applications, the Company may decide to delay execution of the redemption applications if such delay is deemed to be necessary in the interests of the shareholders until the corresponding assets of the Company are sold without unnecessary delay or until the Company can meet such redemption applications by any other means. In no event will the delay of the execution of the redemption applications be extended by more than 36 months. On payment of the redemption price, the corresponding Company share ceases to be valid.

All redeemed shares shall be cancelled.

If the value of the portion of a share class on the total net asset value of a Subfund falls below or has not reached a certain level set by the Board as the minimum level for an economically efficient management of this share class, the Board may decide to redeem all shares of this class - upon payment of the redemption price - on a business day to be determined by the Board. In no event shall investors of both the class concerned and other investors in the relevant Subfund bear any additional costs or suffer any other financial disadvantages as a result of this redemption.

Art. 9. Restrictions on Ownership of Shares. The Company may restrict or prevent the ownership of shares in the Company by any person, firm or corporate body, namely any person in breach of any law or requirement of any country or governmental authority and any person which is not qualified to hold such shares by virtue of such law or requirement or if in the opinion of the Company such holding may be detrimental to the Company, if it may result in a breach of any law or regulation, whether Luxembourg or foreign, or if as a result thereof the Company may become subject to laws (including without limitation tax laws) other than those of the Grand Duchy of Luxembourg.

Specifically but without limitation, the Company may restrict the ownership of shares in the Company by any non authorised persons, as defined in this article, and for such purposes the Company may:

A.- decline to issue any shares and decline to register any transfer of a share, where it appears to it that such registry or transfer would or might result in legal or beneficial ownership of such shares by a non authorised person or a person holding more than a certain percentage of capital determined by the Board ("non authorised person"); and

B.- at any time require any person whose name is entered in, or any person seeking to register the transfer of shares on the Register, to furnish it with any information, eventually supported by affidavit, which it may consider necessary for the purpose of determining whether or not beneficial ownership of such shareholder's shares rests in an authorised person, or whether such registry will result in beneficial ownership of such shares by a non authorised person; and

C.- decline to accept the vote of any non authorised person at any meeting of shareholders of the Company; and

D.- where it appears to the Company that any non authorised person either alone or in conjunction with any other person is a beneficial owner of shares, direct such shareholder to sell his shares and to provide to the Company evidence of the sale within thirty (30) days of the notice. If such shareholder fails to comply with the direction, the Company may compulsorily redeem or cause to be redeemed from any such shareholder all shares held in the following manner:

(1) The Company shall serve a second notice (the "Purchase Notice") upon the shareholder holding such shares or appearing in the Register as the owner of the shares to be purchased, specifying the shares to be purchased as aforesaid, the manner in which the Purchase Price will be calculated and the name of the purchaser.

Any such notice may be served upon such shareholder by posting the same in a registered envelope addressed to such shareholder at his last address known to or appearing in the books of the Company. The said shareholder shall thereupon forthwith be obliged to deliver to the Company the Certificate(s) representing the shares specified in the Purchase Notice.

Immediately after the close of business on the date specified in the Purchase Notice, such shareholder shall cease to be the owner of the shares specified in such notice and, in the case of registered shares, his name shall be removed from the Register, and in the case of bearer shares, the Certificate(s) representing such shares shall be cancelled.

(2) The price at which each such share is to be purchased (the "Purchase Price") shall be an amount based on the net asset value per share as at the Calculation Day specified by the Board for the redemption of shares in the Company next preceding the date of the Purchase Notice or next succeeding the surrender of the Certificate(s) representing the shares specified in such notice, whichever is lower, all as determined in accordance with article 8 hereof, less any service charge provided therein.

(3) Payment of the Purchase Price will be made available to the former owner of such shares normally in the currency fixed by the Board for the payment of the redemption price of the shares of the Company and will be deposited for payment to such owner by the Company with a bank in Luxembourg or elsewhere (as specified in the Purchase Notice) upon final determination of the Purchase Price following surrender of the Certificate(s) specified in such notice and unmatured distribution coupons attached thereto. Upon service of the Purchase Notice as aforesaid such former owner shall have no further interest in such shares or any of them, nor any claim against the Company or its assets in respect thereof, except the right to receive the Purchase Price (without interest) from such bank following effective surrender of the Certificate(s) as aforesaid. Any funds receivable by a shareholder under this paragraph, but not collected within a period of five years from the date specified in the Purchase Notice, may not thereafter be claimed and shall revert to the relevant Subfund. The Board shall have power from time to time to take all steps necessary to perfect such reversion and to authorise such action on behalf of the Company.

(4) The exercise by the Company of the powers conferred by this article shall not be questioned or invalidated in any case, on the ground that there was insufficient evidence of ownership of shares by any person or that the true ownership of any shares was otherwise than appeared to the Company at the date of any Purchase Notice, provided in such case the said powers were exercised by the Company in good faith.

Art. 10. Calculation of Net Asset Value per Share. The net asset value of one Subfund share results from dividing the total net assets of the Subfund by the number of its shares in circulation. The net assets of each Subfund are equal to the difference between the value of its assets and its liabilities. The net asset value per share is calculated in the reference currency of the relevant Subfunds and may be expressed in such other currencies as the Board may decide.

The net asset value of each Subfund as well as the issue, conversion and redemption prices of each Subfund's shares will be published as disclosed in the current prospectus of the Company.

The valuation of the Company's assets and the calculation of the net asset value will be undertaken by the administrative agent appointed by the AIFM in accordance with applicable laws.

Referring to Subfunds for which different categories of shares have been issued, the net asset value per share is calculated for each category of shares. To this effect, the net asset value of the Subfund attributable to the relevant category is divided by the total outstanding shares of that category.

The total net assets of the Company are expressed in EUR and correspond to the difference between the total assets of the Company and its total liabilities. For the purpose of this calculation, the net assets of each Subfund, if they are not denominated in EUR, are converted into EUR and added together.

I. The assets of the Subfunds shall include:

1) all cash in hand, receivable or on deposit, including any interest accrued thereon;

2) all bills and notes payable on demand and any account due (including the proceeds of securities sold but not yet collected);

3) all securities, shares, bonds, time notes, debentures, debenture stocks, subscription rights, warrants, options, and other securities, money market instruments and similar assets owned or contracted for by the Company;

4) all interest accrued on any interest-bearing assets owned by the relevant Subfund except to the extent that the same is included or reflected in the principal amount of such asset;

5) the preliminary expenses of the relevant Subfund, including the cost of issuing and distributing shares of the Company, insofar as the same have not been written off;

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

The value of such assets shall be determined as follows:

(a) Money market instruments will be valued at their last known price i.e. closing prices or if such do not reflect reasonable market value in the opinion of the Board, the last available prices at the time of valuation. In the case of money market instruments where the trade on the exchange is thin but which are traded between securities dealers on a secondary market using usual market price formation methods, the Company can use the prices on this secondary market as the basis for their valuation of these money market instruments.

(b) Debt securities with a residual maturity of more than one year and other securities are valued at the last known price, if they are listed on an official stock exchange. If the same security is quoted on several stock exchanges, the last known price on the stock exchange that represents the major market for this security will apply;

(c) Debt securities with a residual maturity of more than one year and other securities are valued at the last available price on this market, if they are not listed on an official stock exchange, but traded on another regulated market, which is recognised, open to the public and operating regularly;

(d) Time deposits with an original maturity exceeding 30 days can be valued at their respective rate of return, provided the corresponding agreement between the credit institution holding the time deposits and the Company stipulates that these time deposits may be called at any time and that, if called for repayment, their cash value corresponds to this rate of return;

(e) Any cash in hand or on deposit, notes payable on demand, bills and accounts receivable, prepaid expenses, cash dividends, interests declared or accrued as aforesaid and not yet received shall be valued at their full nominal value, unless in any case the same is unlikely to be paid or received in full, in which case the Board may value these assets with a discount he may consider appropriate to reflect the true value thereof;

(f) The value of swaps is calculated by the counterpart to the swap transactions, according to a method based on the present value of all future expected cash flows, both inflows and outflows, recognised by the Board and verified by the Company's auditor.

(g) Securities and other investments listed on a stock exchange are valued at the last known price. If the same security or investment is quoted on several stock exchanges, the last known price on the stock exchange that represents the major market for this security will apply. In the case of securities and other investments where the trade on the stock market is thin but which are traded between securities dealers on a secondary market using usual market price formation methods, the Company can use the prices on this secondary market as the basis for their valuation of these securities and investments. Securities and other investments that are not listed on a stock exchange, but which are traded on another regulated market which is recognized, open to the public and operating regularly, are valued at the last known price on this market.

(h) Units/shares of open ended investment funds will be valued at the last known net asset value for such shares or units as of the relevant Calculation Day.

The value of all assets and liabilities not expressed in the reference currency of the Subfund will be converted into the reference currency of the Subfund at the mid closing spot rate. If the aforementioned valuation criteria appear impossible or inappropriate due to extraordinary circumstances or events, such market value will be applied which is deemed to be appropriate with careful assessment according to suitable calculation methods taking into account current market situations.

In the case of extensive redemption applications, the Company may establish the value of the shares of the relevant Subfund on the basis of the prices at which the necessary sales of assets of the Company are effected. In such an event, the same basis for calculation shall be applied for subscription and redemption applications submitted at the same time.

All valuation regulations and determinations shall be interpreted and made in accordance with generally accepted accounting principles.

If since the time of determination of the net asset value there has been a material change in the quotations in the markets on which a substantial portion of the investments of the Company attributable to the relevant Subfund are dealt in or quoted, the Company may, in order to safeguard the interests of the shareholders and the Company, cancel the first valuation and carry out a second valuation.

II. The liabilities of the Subfunds shall include:

1) all loans, bills and accounts payable;

2) all accrued interest on loans of the Subfunds (including accrued fees for commitment for such loans);

3) all accrued or payable expenses (including administrative expenses, advisory and management fees, including incentive fees, custodian fees, and corporate agents' fees);

4) all known liabilities, present and future, including all matured contractual obligations for payments of money, including the amount of any unpaid distributions declared by the Subfund;

5) an appropriate provision for future taxes based on capital and income to the Calculation Day, as determined from time to time by the Company, and other reserves (if any) authorised and approved by the Board, as well as such amount (if any) as the Board may consider to be an appropriate allowance in respect of any contingent liabilities of the Company;

6) all other liabilities of each Subfund of whatsoever kind and nature reflected in accordance with generally accepted accounting principles. In determining the amount of such liabilities each Subfund shall take into account all expenses payable by the Company/Subfund which shall comprise formation expenses, fees payable to its management company, investment managers or investment advisors, including performance related fees, fees and expenses payable to its accountants, Depositary and its correspondents, domiciliary, administrative, registrar and transfer agents, any paying agent, any distributors and permanent representatives in places of registration, as well as any other agent employed by the Company respectively the Subfunds, the remuneration of the directors and their reasonable out-of-pocket expenses, insurance coverage and reasonable travelling costs in connection with board meetings, fees and expenses for legal and auditing services, any fees and expenses involved in registering and maintaining the registration of the Company with any Governmental agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country, reporting and publishing expenses, including the cost of preparing, translating, printing, advertising and distributing prospectuses, explanatory memoranda, periodical reports or registration statement, the cost of printing Certificates, and the costs of any reports to shareholders, the cost of convening and holding shareholders' and Board'meetings, all taxes, duties, governmental and similar charges, and all other operating expenses, including the cost of buying and selling assets, the cost of publishing the issue and redemption prices, interest, bank charges and brokerage, postage, telephone and telex. The Subfund may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount rateably for yearly or other periods.

III.- The assets shall be allocated as follows:

The Board shall establish a Subfund in respect of each category of shares and may establish a Subfund in respect of two or more categories of shares in the following manner:

a) If two or more categories of shares relate to one Subfund, the assets attributable to such categories shall be commonly invested pursuant to the specific investment policy of the Subfund concerned. Within a Subfund, categories of shares may be defined from time to time by the Board so as to correspond to (i) a specific distribution policy, such as entitling to distributions ("Distribution Shares") or not entitling to distributions ("Capitalisation Shares") and/or (ii) a specific sales and redemption charge structure and/or (iii) a specific management or advisory fee structure;

b) The proceeds to be received from the issue of shares of a category shall be applied in the books of the Company to the Subfund corresponding to that category of shares, provided that if several categories of shares are outstanding in such Subfund, the relevant amount shall increase the proportion of the net assets of such Subfund attributable to the category of shares to be issued;

c) The assets and liabilities and income and expenditure applied to a Subfund shall be attributable to the category or categories of shares corresponding to such Subfund;

d) Where any asset is derived from another asset, such derivative asset shall be applied in the books of the Company to the same Subfund as the assets from which it was derived and on each revaluation of an asset, the increase or diminution in value shall be applied to the relevant Subfund;

e) Where the company incurs a liability which relates to any asset of a particular Subfund or to any action taken in connection with an asset of a particular Subfund, such liability shall be allocated to the relevant Subfund;

f) In the case where any asset or liability of the Company cannot be considered as being attributable to a particular Subfund, such asset or liability shall be allocated to all the Subfunds pro rata to the net asset values of the relevant categories of shares or in such other manner as determined by the Board acting in good faith;

g) Upon the payment of distributions to the holders of any category of shares, the net asset value of such category of shares shall be reduced by the amount of such distributions.

IV. For the purpose of the Net Asset Value computation:

1) Shares of the Company to be redeemed under article 8 hereof shall be treated as existing and taken into account until immediately after the time specified by the Board on the relevant Calculation Day, and from such time and until paid by the Company the price therefore shall be deemed to be a liability of the Company;

2) Shares to be issued by the Company shall be treated as being in issue as from the time specified by the Board on the Calculation Day on which such valuation is made, and from such time and until received by the Company the price therefore shall be deemed to be a debt due to the Company;

3) All investments, cash balances and other assets expressed in currencies other than the currency in which the net asset value for the relevant Subfund is calculated shall be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the net asset value of shares and

4) Where on any Calculation Day the Company has contracted to:

- purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the Company and the value of the asset to be acquired shall be shown as an asset of the Company;

- sell any asset, the value of the consideration to be received for such asset shall be shown as an asset of the Company and the asset to be delivered shall not be included in the assets of the Company;

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

Art. 11. Frequency and Temporary Suspension of Calculation of Net Asset Value per Share of Issue and Redemption of Shares. The net asset value per share and the price for the issue and redemption of the shares shall be calculated from time to time by the Company or any agent appointed thereto by the Company at a frequency determined by the Board, such date or time of calculation being referred to herein as the "Calculation Day".

The Board may impose restrictions on the frequency at which shares shall be issued; the Board may, in particular, decide that shares shall only be issued during one or more offering periods or at such other periodicity as provided for in the sales documents of the Company.

The Company may suspend temporarily the determination of the net asset value per share and the issue, conversion and redemption of shares in any Subfund during:

a) any period when any of the principal stock exchanges or other markets on which any substantial portion of the investments of the Company is quoted or dealt in, or when the foreign exchange markets corresponding to the currencies in which the net asset value or a considerable portion of the Company's assets are denominated, is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended, provided that the closing of such exchange or such restriction or suspension affects the valuation of the investments of the Company quoted thereon; or

b) the existence of any state of affairs which constitutes an emergency as a result of which disposals or valuation of assets owned by the Company would be impracticable or such disposal or valuation would be detrimental to the interests of shareholders; or

c) any breakdown in the means of communication normally employed in determining the price or value of any of the investments of the Company or the current price or values on any stock exchange in respect of the assets of the Company; or

d) when for any other reason the prices of any investments owned by the Company cannot promptly or accurately be ascertained; or

e) any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of the shares or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of shares cannot in the opinion of the Board be effected at normal rates of exchange;

f) upon the publication of a notice convening a general meeting of shareholders for the purpose of resolving the winding-up of the Company.

Any such suspension shall be published, if appropriate, by the Company and may be notified to shareholders having made an application for subscription, conversion or redemption of shares for which the calculation of the net asset value has been suspended. Subject to an extraordinary event, including without limitation, liquidation or force majeure, the Company will however ensure that investor's shares will be redeemed within 12 months following the request for redemption, but in no case later than within 36 months.

Title III. Administration and supervision

Art. 12. Directors. The Company shall be managed by a Board composed of not less than three members, who need not be shareholders of the Company. They shall be elected for a term not exceeding six years. The directors shall be elected by the shareholders at a general meeting of shareholders; the latter shall further determine the number of directors, their remuneration and the term of their office.

Directors shall be elected by the majority of the votes of the shares present or represented.

Any director may be removed with or without cause or be replaced at any time by resolution adopted by the general meeting.

In the event of a vacancy in the office of director, the remaining directors may temporarily fill such vacancy; the shareholders shall take a final decision regarding such nomination at their next general meeting.

Art. 13. Board meetings. The Board shall choose from among its members a chairman, and may choose from among its members one or more vice-chairmen. It may also choose a secretary, who need not be a director, who shall write and keep the minutes of the meetings of the Board and of the shareholders. The Board shall meet upon call by the chairman or any two directors, at the place indicated in the notice of meeting.

The chairman shall preside at the meetings of the directors and of the shareholders. In his absence, the shareholders or the board members shall decide by a majority vote that another director, or in case of a shareholders' meeting, that any other person shall be in the chair of such meetings. In case of stalemate the chairman has a casting vote.

The Board may appoint any officers, including a general manager and any assistant general managers as well as any other officers that the Company deems necessary for the operation and management of the Company. Such appointments may be cancelled at any time by the Board. The officers need not be directors or shareholders of the Company. Unless

otherwise stipulated by these articles of incorporation, the officers shall have the rights and duties conferred upon them by the Board.

Written notice of any meeting of the Board shall be given to all directors at least twenty-four hours prior to the date set for such meeting, except in circumstances of emergency, in which case the nature of such circumstances shall be set forth in the notice of meeting. This notice may be waived by consent in writing, by telegram, telex, telefax or any other similar means of communication. Separate notice shall not be required for meetings held at times and places fixed in a resolution adopted by the Board.

Any director may act at any meeting by appointing in writing, by telegram, telex or telefax or any other similar means of communication another director as his proxy. A director may represent several of his colleagues.

Any director may participate in a meeting of the Board by conference call or similar means of communications equipment whereby all persons participating in the meeting can hear each other, and participating in a meeting by such means shall constitute presence in person at such meeting.

The directors may only act at duly convened meetings of the Board. The directors may not bind the Company by their individual signatures, except if specifically authorised thereto by resolution of the Board.

The Board can deliberate or act validly only if at least the majority of the directors, or any other number of directors that the board may determine, are present or represented.

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

Resolutions are taken by a majority vote of the directors present or represented.

Resolutions in writing approved and signed by all directors shall have the same effect as resolutions voted at the directors' meetings; each director shall approve such resolution in writing, by telegram, telex, telefax or any other similar means of communication. Such approval shall be confirmed in writing and all documents shall form the record that proves that such decision has been taken.

Art. 14. Powers of the Board. The Board is vested with the broadest powers to perform all acts of disposition and administration within the Company's purpose.

All powers not expressly reserved by law or by the present articles of incorporation to the general meeting of shareholders are in the competence of the board.

Art. 15. Corporate Signature. Vis-à-vis third parties, the Company is validly bound by the joint signatures of any two directors or by the joint or single signature of any person(s) to whom authority has been delegated by the Board.

Art. 16. Delegation of power. The Board of the Company may delegate its powers to conduct the daily management and affairs of the Company (including the right to act as authorised signatory for the Company) and its powers to carry out acts in furtherance of the corporate policy and purpose to one or several physical persons or corporate entities, which need not to be members of the board and who shall have the powers determined by the Board and who may, if the Board so authorises, subdelegate their powers.

Art. 17. Investment Policies and Restrictions. The Board, based upon the principle of risk diversification, has the power to determine the investment policies and strategies of the Company and the course of conduct of the management and business affairs of the Company, within the restrictions as shall be set forth by the Board in compliance with the 2010 Law or be laid down in the laws and regulations of those countries where the shares are offered for sale to the public, or shall be adopted from time to time by resolutions of the Board and as shall be described in any prospectus referring to the offer of the shares.

The investment guidelines of the Company, as determined by the Board, are attached to these articles of incorporation as Annex 2.

Art. 18. Management Company / Investment Managers. The Board of the Company may appoint a management company (hereinafter the "Management Company") and/or one or several investment managers (hereinafter the "Investment Managers") who shall supply the Company with day-to-day investment management services with respect to the Company's investment policy.

With effect from 10 June 2014, the Board has appointed UBS THIRD PARTY Management COMPANY S.A. (the "Management Company" or "AIFM") with its registered office in the Grand Duchy of Luxembourg as its Management Company and AIFM.

The Management Company is the Company's external AIFM and is authorised under Chapter 2 of the Law of 2013. In its capacity as external AIFM of the Company, the Management Company is in particular entrusted with the portfolio management and the risk management of the Company. The Management Company is entitled to delegate its duties in accordance with the requirements of the Law of 2013.

Art. 19. Conflict of Interest. 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 a director, officer or employee of any company or firm with which the Company shall contract or otherwise engage in business shall not, 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 or officer of the Company may have in any transaction of the Company an interest different to the interests of the Company, such director or officer shall make known to the Board such conflict of interest and shall not consider or vote on any such transaction, and such transaction and such director's or officer's interest therein shall be reported to the next succeeding general meeting of shareholders.

The term "conflict of interest", as used in the preceding sentence, shall not include any relationship with or without interest in any matter, position or transaction involving any company of the UBS Group, the Management Company, the Investment Managers, the Depositary, the distributors as well as any other person, company or entity as may from time to time be determined by the Board on its discretion.

Art. 20. Indemnification of Directors. The Company may indemnify any director or officer, and his heirs, executors and administrators, against expenses 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 director or officer of the Company or, at its request, of any other company of which the Company is a shareholder or a creditor and from 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 as to which the Company is advised by 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. 21. Auditors. The accounting information given in the annual report of the Company shall be audited by an authorized external auditor ("réviseur d'entreprises agréé") appointed by the general meeting of shareholders and remunerated by the Company.

The authorized external auditor shall fulfil all duties prescribed by the 2010 Law.

Title IV. General Meetings - Accounting year - Distributions

Art. 22. Representation. The general meeting of shareholders shall represent the entire body of shareholders of the Company. Its resolutions shall be binding upon all the shareholders of the Company. It shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Company.

Art. 23. General Meetings. The general meeting of shareholders shall meet upon call by the Board.

It may also be called upon the request of shareholders representing at least one fifth of the share capital.

The annual general meeting shall be held in accordance with Luxembourg law at Luxembourg-City at a place specified in the notice of meeting, on the 23 rd day of August at 11.00 a.m. If such day is not a business day in Luxembourg, the annual general meeting shall be held on the next following business day.

Other meetings of shareholders may be held at such places and times as may be specified in the respective notices of meeting.

Shareholders shall meet upon call by the Board pursuant to a notice setting forth the agenda sent at least eight days prior to the meeting to each registered shareholder at the shareholder's address in the Register. The giving of such notice to registered shareholders need not be justified to the meeting. The agenda shall be prepared by the Board except in the instance where the meeting is called on the written demand of the shareholders in which instance the Board may prepare a supplementary agenda.

If bearer shares are issued, the notice of meeting shall, in addition, be published as provided for by law in the "Mémorial, Recueil des Sociétés et Associations", in one or more Luxembourg newspapers, and in such other newspapers as the Board may decide.

If all shares are in registered form and if no publications are made, notices to shareholders may be mailed by registered mail only.

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

The Board may determine all other conditions that must be fulfilled by shareholders in order to attend any meeting of shareholders.

The business transacted at any meeting of the shareholders shall be limited to the matters contained in the agenda (which shall include all matters required by law) and business incidental to such matters.

Each share in whatever Subfund and category, regardless of the Net Asset Value per share of such category within such Subfund is entitled to one vote, in compliance with Luxembourg law and these articles of incorporation. Only full shares are entitled to vote. A shareholder may act at any meeting of shareholders by giving a written proxy to another person, who need not be a shareholder and who may be a director of the Company.

Resolutions concerning the interests of shareholders of the Company shall be taken in a general meeting and resolutions concerning the particular rights of the shareholders of one specific Subfund shall, in addition, be taken by this Subfund's general meeting.

Unless otherwise provided by law or herein, resolutions of the general meeting are passed by a simple majority vote of the shareholders present or represented.

As long as the share capital is divided into different Subfunds, the rights attached to the shares of any Subfund (unless otherwise provided by the terms of issue of the shares of the Subfund) may, whether or not the Company is being wound up, be varied with the sanction of a resolution passed at a separate general meeting of the holders of the shares of that Subfund by a majority of two-thirds of the votes cast at such separate general meeting. To every such separate general meeting the provisions of these articles relating to general meeting shall mutatis mutandis apply, but so that the minimum necessary quorum at every such separate general meeting shall be holders of the shares of the relevant Subfund present in person or by proxy holding not less than one-half of the issued shares of that Subfund (or, if at any adjourned Subfund meeting the number of holders or quorum as defined above is not present, any one person present holding shares of that Subfund or his proxy shall be quorum).

Art. 24. Liquidation and Merging of Subfunds. The Board may decide at any time, after informing the shareholders in the relevant Subfund or share class, to terminate any Subfund or share class, if the total net asset value of a Subfund or share class falls below or has not reached a certain level set by the Board as the minimum level for an economically efficient management of this Subfund or share class, or if a change in the economic or political situation relating to the Subfund or share class concerned would have material adverse consequences on the investments of that Subfund or share class.

Upon proposal by the Board, the general meeting of the shareholders of a Subfund can reduce the capital of the Company by cancellation of all the shares issued by this Subfund or share class and refund to the shareholders the net asset value of their shares.

The net asset value is calculated for the day on which the decision shall take effect, taking into account the actual price realised on liquidating the Subfund's assets and any costs arising from this liquidation.

The shareholders will be informed of the general meeting's decision or the Board's decision to withdraw shares of a specific Subfund. The liquidation proceeds which could not be distributed to shareholders will be deposited with the "Caisse de Consignation" in Luxembourg until expiry of the legal prescription period.

Under the same circumstances as provided in the second paragraph of this article, the Board may decide the cancellation of shares of a specified Subfund or Subfunds and the allocation of shares/units to be issued by another Subfund or another UCI (Undertaking for collective Investment) organised under the 2010 Law. Notwithstanding the powers conferred to the Board in this paragraph, the decision of a merger as described herein may also be taken by a general meeting of the shareholders of the Subfund concerned. The shareholders will be informed of the decision to merge in the same way as previously described for the withdrawal of shares.

During the month following the publication or notification of such a decision, shareholders are authorised to redeem all or part of their shares at their net asset value in accordance with the guidelines outlined in article 8. Shares not presented for redemption will be exchanged on the basis of the net asset value of the corresponding Subfund shares calculated for the day on which this decision will take effect. In the case where the units to be allocated are units of a common fund, the decision is binding only for the shareholders who voted in favour of the allocation. At the general meeting referred to in the preceding paragraphs, there is no minimum quorum required and decisions can be taken at a simple majority of shares present or represented.

Art. 25. Accounting year and Reports. The accounting year of the Company shall commence on the first day of April of each year and shall terminate on the last day of March of the following year.

The Board shall prepare an audited annual report as per 31 March of each calendar year and an unaudited semi-annual report as per 30 September of each calendar year in accordance with the 2010 Law.

The reports will be made available to shareholders free of charge at the registered office of the Company and published in a manner as described in the current prospectus.

The annual and semi-annual reports contain information about the amounts of issue and redemption commissions charged to the relevant Subfund in connection with the acquisition and the redemption of shares or units of underlying funds as well as the amount of the fee charged to the Subfund by the Management Company or another management company, including any management company in which the Management Company holds a direct or indirect significant holding for the management of the underlying fund.

Art. 26. Distributions. The general meeting of shareholders of each Subfund shall, within the limits provided by law, determine how the results of the Company shall be disposed of, and may from time to time declare, or authorise the Board to declare distributions, provided, however, that the minimum capital of the Company does not fall below the prescribed minimum capital. The distribution policy of each of the Subfunds shall be disclosed in the current prospectus.

The Board may decide to pay or distribute interim dividends in compliance with the conditions set forth by law.

Distributions may be paid out of gross or net investment income, realised or unrealised capital gains or capital as further detailed in the prospectus. The Company will determine income equalisation amounts as disclosed in the prospectus.

The payment of any distributions shall be made to the address indicated on the Register in case of registered shares and upon presentation of the dividend coupon to the agent or agents therefore designated by the Company in case of bearer shares.

Distributions may be paid in such currency and at such time and place that the Board shall determine from time to time.

The general meeting of shareholders or the Board may decide to distribute stock dividends in lieu of cash dividends upon such terms and conditions as may be set forth by the Board.

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

Payment of dividends to holders of bearer shares, and notice of declaration of such dividends, will be made to such shareholders in the manner determined by the Board from time to time in accordance with Luxembourg Law.

A dividend declared but not paid on a share cannot be claimed by the holder of such share after a period of five years from the notice given thereof, unless the Board has waived or extended such period in respect of all shares, and shall otherwise revert after expiry of the period to the relevant category within the relevant Subfund of the Company. The Board shall have power from time to time to take all steps necessary and to authorise such action on behalf of the Company to perfect such reversion. No interest will be paid on dividends declared, pending their collection.

Title V. Final provisions

Art. 27. Depositary. To the extent required by law, the Company shall enter into a depositary agreement with a banking or saving institution as defined by the law of 5 April 1993 on the financial sector (herein referred to as the "Depositary").

The Depositary shall carry out its duties and assume the responsibilities resulting from the 2010 Law and the Law of 2013 as well as the Depositary Agreement. Pursuant to the 2010 Law, the Law of 2013 and the Depositary Agreement, the Depositary is responsible for (i) the general supervision of all assets of the Company, (ii) the monitoring of the cash flows of the Company and in particular to ensure that all payments made by and on behalf of investors upon the subscription of shares in a Subfund have been received and that all cash of the relevant Subfund has been booked in cash accounts that the Depositary can monitor and reconcile, (iii) the safekeeping of the assets entrusted to and held by the Depositary, (iv) the registration of financial instruments within segregated accounts in the Depositary's books, (v) ensuring that the sale, issue, re-purchase, redemption and cancellation of shares of the Company are carried out in accordance with the 2010 Law and the Law of 2013 as well as the articles of incorporation, (vi) ensuring that the value of the shares of the Company is calculated in accordance with the 2010 Law, the Law of 2013, the articles of incorporation and the procedures described in Article 10 above, (vii) carrying out the instructions of the Company, unless they conflict with the 2010 Law or the Law of 2013 or the articles of incorporation, (viii) ensuring that in transactions involving the Company's assets any consideration is remitted to the Company within the usual time limits, (ix) ensuring that the Company's income is applied in accordance with the 2010 Law, the Law of 2013, the articles of incorporation and the procedures described in Article 26 above, and (x) the administrative work in connection with applicable obligations of the Depositary.

The Depositary may delegate its tasks referred to in (iii) and (iv) above to a third party, provided that

(a) the tasks are not delegated with the intention of avoiding the requirements of the 2010 Law and the Law of 2013;

(b) the Depositary can demonstrate that there is an objective reason for the delegation;

(c) the Depositary has exercised all due skill, care and diligence in the selection and the appointment of the third party to whom it wants to delegate parts of its tasks, and keeps exercising all due skill, care and diligence in the periodic review and ongoing monitoring of the third party to whom it has delegated parts of its tasks and of the arrangements of the third party in respect of the matters delegated to it; and

(d) the Depositary ensures that the third party meets the following conditions at all times during the performance of the tasks delegated to it:

(i) the third party has the structures and the expertise that are adequate and proportionate to the nature and complexity of the assets of the Company which have been entrusted to it;

(ii) for custody tasks referred to in (iii) above, the third party is subject to effective prudential regulation, including minimum capital requirements, and supervision in the jurisdiction concerned and the third party is subject to an external periodic audit to ensure that the financial instruments are in its possession;

(iii) the third party segregates the assets of the Depositary's clients from its own assets and from the assets of the Depositary in such a way that they can at any time be clearly identified as belonging to clients of a particular depositary;

(iv) the third party does not make use of the assets without the prior consent of the Company and prior notification to the Depositary; and

(v) the third party complies with the general obligations and prohibitions applicable to a depositary pursuant to the 2010 Law and the Law of 2013.

There are no arrangements in place pursuant to which the Depositary discharges its liability as contemplated by the Law of 2013.

Art. 28. Dissolution. The Company may at any time be dissolved by a resolution of the general meeting subject to the quorum and majority requirements referred to in article 29 hereof.

Whenever the share capital falls below two thirds of the minimum capital indicated in article 5 hereof, the question of the dissolution of the Company shall be referred to the general meeting by the Board. The general meeting, for which no quorum shall be required, shall decide by simple majority of the votes of the shares represented at the meeting.

The question of the dissolution of the Company shall further be referred to the general meeting whenever the share capital falls below one fourth of the minimum capital set by article 5 hereof; in such an event, the general meeting shall be held without any quorum requirements and the dissolution may be decided by the votes of the shareholders holding one fourth of the shares represented at the meeting.

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

Art. 29. Amendments to the articles of incorporation. These articles of incorporation may be amended by a general meeting of shareholders subject to the quorum and majority requirements provided by the law of 10 August 1915 on commercial companies, as amended.

Art. 30. Statement. Words importing a masculine gender also include the feminine gender and words importing persons or shareholders also include corporations, partnerships, associations and any other organised group of persons whether incorporated or not.

The term "business day" referred to in this document, shall mean the usual bank business days (i.e. each day on which banks are opened during normal business hours) in Luxembourg with the exception of some non-regulatory holidays.

Art. 31. Applicable Law. All matters not governed by these articles of incorporation shall be determined in accordance with the law of 10 August 1915 on commercial companies and 2010 Law as such laws have been or may be amended from time to time.

Annex 1. Charges and Expenses

1. Each Subfund will bear all the costs incurred in connection with the management, administration, portfolio management, custody and distribution of the Subfund as set out in Section I of the prospectus for each Subfund.

2. In addition, each Subfund will bear the following costs and expenses subject to further specification in Section I of the prospectus for each Subfund:

- all taxes which are levied on the net assets and the income of the Company, including the "taxe d'abonnement";

- customary brokerage fees and commissions which are charged by banks and brokers for securities transactions and similar transactions (the "Transaction Costs");

- fees and costs for external audit and aggregated AIFMD reporting;

- costs in connection with legal registrations of the Company in countries where its shares are sold, comprising, inter alia, translation and printing costs for the prospectus, registration fees (comparable to that of the Luxembourg regulator), costs of advice concerning the registration in the relevant country, and similar costs and expenses;

- administrative fees payable for the AIFM, the Company or a Subfund to a competent authority;

- costs in relation to a stock exchange listing;

- advertising costs and other costs related to the marketing and sale of the shares;

- insurance costs;

- fees and expenses in relation to key investor information document production, translation and filing with regulators;

- corporate secretarial service costs;

- due diligence costs and associated travel expenses;

- the fees, expenses and all reasonable out-of-pocket expenses properly incurred by the Company;

- legal fees and expenses incurred by the Company;

- fees and expenses of main paying agent, local paying agents, the administrative agent and representatives of the Company;

- costs for extraordinary measures carried out in the interests of the shareholders, and potential shareholders, such as expert opinions and legal proceedings, etc., including but not limited to fees and expenses for (i) expert opinions instructed in the context of corporate actions (such as mergers, liquidations, splits, changes to fees and/or the contractual framework) involving the Company and/or any of the Subfunds or in relation to investments and taxation of potential shareholders and/or (ii) for the purpose of amending legal documents, be it that those fees and expenses are incurred by the Company and/or any Subfund or parties that are involved in the extraordinary measures;

- the expenditure involved in the initial launching of the Company was borne by the Subfunds created at the establishment of the Company. The costs of launching new Subfunds will be borne only by the respective Subfund. These

costs and other extraordinary expenses may be written off over a period of up to five years and may include all fees and expenses mentioned above;

3. Fees and expenses that cannot be attributed to one single Subfund will either be ascribed to all Subfunds on an equal basis or will be prorated on basis of the Net Asset Value of each Subfund, if the amount and cause justify doing so.

4. The Board of Directors may be remunerated out of the Company's assets.

5. When investing in shares of underlying funds, which are managed by UBS AG or a company it controls, no issue or redemption commission is chargeable on subscription to or redemption of these shares. If, however, Subfunds invest in underlying funds which are managed by a company unaffiliated with UBS AG, issue and redemption charges may be levied by such underlying fund and be borne by the Subfund. In addition, management, depositary, administration fees and other fees and expenses of the underlying fund will be incurred by the Subfund and, as a result, multiple fees and costs of a similar nature may be incurred.

6. If Subfunds invest in funds which refund either entirely or partly the fees charged to their assets by means of payment, such payments will be added in full to the assets of the Subfunds concerned.

7. The annual and semi-annual reports contain information about the amounts of issue and redemption commissions charged to the relevant Subfund in connection with the acquisition and the redemption of shares or units of underlying funds as well as the amount of the fee charged to the Subfund by the AIFM or another management company, including a management company in which the AIFM holds a direct or indirect significant holding for the management of the underlying fund.

8. For each Subfund a total expense ratio will be calculated as a percentage based on the figures of the preceding business year. This total expense ratio includes all costs, fees and expenses except for Transaction Costs.

9. The AIFM does not receive retrocession fees out of fees or expenses paid to the Depositary or third parties by a Subfund. Distributors may receive trailer fees on the amount of shares procured by them.

10. Investors bear an issuing commission of up to 3% of the issue price per share and a redemption charge of up to 0,5% of the Net Asset Value per share to be redeemed, which may be increased up to 5% in periods of increased volatility of the index components or in the event that the Subfund experiences significant redemptions. Further details regarding the calculation of the issue and redemption prices and the use of the issuing commission and redemption charge are set out in Section I of the prospectus for each Subfund.

Annex 2. Investment Guidelines

1. Eligible investments. Subject to a more detailed description in Section I. of the prospectus of the Company for each of the Subfunds, the Subfunds may acquire a risk diversified portfolio consisting of:

(1) up to 100% equity securities and debt securities issued by corporate entities domiciled in any OECD country and listed or traded on regulated markets of an OECD country;

(2) up to 20% bank deposits;

(3) up to 30% derivatives, provided that the derivatives

(a) can be valued and included in the risk management process of the Subfund;

(b) do not create material additional risks as described in the risk profile of the relevant Subfund.

A risk diversified portfolio is only deemed to exist if the Subfund is invested in more than three assets with different investment risks.

2. Investment restrictions. Subject to the following guidelines, each Subfund of the Company may not:

a) invest more than 10% of its net assets in securities not listed on a stock exchange nor dealt in on another regulated market which operates regularly and is recognised and open to the public;

b) acquire more than 20% of the securities of the same kind issued by the same issuing body;

c) acquire 10% or more of the shares issued by a corporation;

d) invest more than 20% of its net assets in securities issued by the same issuing body.

The restrictions mentioned in a), b) and c) hereabove are not applicable to securities issued or guaranteed by a Member State of the OECD or their local authorities or public international bodies with EU, regional or worldwide scope. Unless otherwise stated in the respective Subfund description in Section I. of the prospectus for each Subfund of the Company may not invest directly in other undertakings for collective investments for transferable securities (UCITS) and/or open-ended undertakings for collective investments (UCI). Further, none of the Subfunds of the Company may acquire assets and financial instruments which are not referred to in section 1. - "ELIGIBLE INVESTMENTS" or in Section I. of the prospectus for the relevant Subfund.

For Subfunds distributed by way of public offering in Japan, in order to meet Article 22 of the Rules concerning Foreign Securities Transactions of the Japan Securities Dealers Association, the following restrictions shall be applicable:

(1) A Subfund may not acquire more than 50% of the total number of the outstanding shares of stock of any one company;

(2) A Subfund may not acquire or invest in its own shares;

(3) Any transaction of the Portfolio Manager which are contrary to the protection of shareholders or prejudicial to the proper management of the assets of any Subfund such as transactions made by the Portfolio Manager for its own benefit or for the benefit of any other third party shall be prohibited.

For Subfunds distributed to retail investors in Germany (as defined in section 1 (19) no. 31 of the German Capital Investment Code) the following restrictions shall be applicable:

(1) To the extent the Subfund invests in equity securities listed or traded on regulated markets outside the EU or the EEA, it will only invest in securities which are traded on regulated markets approved by the German Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin).

(2) To the extent the Subfund holds bank deposits on an ancillary basis, it must observe the following restrictions: The Subfund may hold only bank deposits with a time to maturity of no more than twelve months. The deposits may be held on blocked accounts with a credit institution which is domiciled in a Member State of the EU or in another state party to the EEA; the deposits may also be held with a credit institution which is domiciled in a non-Member State and which is subject to supervisory regulations considered by the BaFin to be equivalent to those laid down by Community law.

(3) The portion of derivatives may not exceed 30% of the Net Asset Value of the Subfund, whereby derivatives which may be acquired by undertakings for collective investments in transferable securities (UCITS) pursuant to section 197 (1) of the German Capital Investment Code are not accounted for.

(4) Assets belonging to a Subfund may not be pledged or otherwise encumbered, and title thereto may not be transferred or assigned for security purposes; any disposition in violation of this prohibition is ineffective vis-à-vis the shareholders. The foregoing Sentence does not apply in the case of short term borrowings or where option rights are granted to third parties or financial futures, currency futures, swaps or similar transactions are concluded or securities are lent to a Subfund in securities lending transactions.

(5) Short term borrowings on behalf of the Subfund are only allowed up to 20% of the Net Asset Value of the Subfund and only under the condition that the terms of the borrowing are market standard and provided for in the investment policy of the respective Subfund. Since these borrowings are short term and will not be used for investment purposes, the risks resulting from these borrowings are minor.

(6) The Subfund may not sell securities and money market instruments which are not held in the Subfund at the time of the sale (prohibition of short sales).

(7) The Subfunds will only utilise leverage to a limited extent by which the exposure of the Sub-Fund will not exceed 200% of the NAV. For that purpose, leverage means any method by which the exposure of a Subfund is increased through borrowing of cash, securities or leverage embedded in derivative positions or by any other means. Borrowings referred to in (4) above shall not constitute leverage for the purpose of this clause.

3. Financial techniques and instruments. Each Subfund may, while observing the following investment guidelines, buy or sell futures and options on financial instruments or conduct transactions for hedging and non-hedging purposes involving options on securities.

Due to their high volatility, futures and options are exposed to greater risks than direct investments in securities. The use of futures and options and the conduct of transactions for non-hedging purposes may positively or negatively influence the performance of the relevant Subfund. The Swap Agreement entered into by each of the Subfunds determines the risk profile of the relevant Subfund in that it neutralises the performance of the Investment Portfolio and delivers to the Subfund the performance of the relevant Index as described in Section I. of the prospectus under "Investment Policy" for each of the Subfunds.

Through the use of financial techniques and instruments costs may be directly or indirectly charged to the Subfund. The risks and potential conflicts of interests connected with the use of financial techniques and instruments is described in Section I. under "Risk Considerations - Avoidance of conflict of interests" of the prospectus for each of the Subfunds.

The use of financial techniques and instruments will increase the volatility of the Subfunds and, accordingly, the value of the Subfund may be subject to considerable fluctuations within short time periods.

(1) Options on transferable securities

For each Subfund, the Company may, in compliance with the following guidelines, buy and sell both call and put options provided they are traded either on a regulated market which is operating regularly, recognised and open to the public or in over-the-counter (OTC) options whereby the counterpart to these transactions must be prime financial institution specialised in this kind of operations and having a prime quality rating of a recognised rating agency:

Purchase of Options

The sum of the premiums paid to purchase outstanding call and put options may, together with the total premiums paid for the purchase of outstanding call and put options related to non-hedging transactions, not exceed 15% of the total net assets of each Subfund.

Sale of Options

At the conclusion of contracts for the sale of call options, the Subfund must hold either the underlying securities or equivalent call options or other instruments capable of ensuring adequate coverage of the commitments resulting from such contracts, such as warrants. The underlying securities related to call options written may not be disposed of as, long

as these options are in existence unless such options are covered by matching options or by other instruments that can be used for that purpose. The same regulations also apply to matching call options or other instruments that each Subfund must hold when it does not have the underlying securities at the time of the sale of the relevant options. As an exception to these regulations, each Subfund may write uncovered call options on securities that it does not own at the conclusion of the option contract if the following conditions are met (a) the exercise price of the call options sold in this way does not exceed 25% of the net asset value of each Subfund; (b) each Subfund must at all times be able to cover the positions taken on these sales. Where a put option is sold, each Subfund must be covered for the full duration of the option contract by liquid assets sufficient to pay for the securities deliverable to it on the exercise of the option by the counterpart.

Conditions and limits for the sale of call and put options

The total commitment arising on the sale of call and put options (excluding the sale of call options for which the Company has adequate coverage) together with the total commitment arising on transactions described under Non-Hedging Transactions, below, may at no time exceed the total Net Asset Value of each Subfund.

In this context, the commitment on call and put options sold is equal to the total of the exercise prices of those options.

(2) Financial Futures, Swaps and Options

With the exception of transactions by private contract to hedge risks in the event of interest rate fluctuations, futures and options on financial instruments may only consist of contracts traded either on a regulated market which is operating regularly, recognised and open to the public or in over-the-counter (OTC) contracts as defined under (I). Subject to the conditions defined below, such transactions may be undertaken for hedging or other purposes.

Hedging of Market Risks:

As a global hedge against the risk of unfavourable stock market movements, each Subfund may sell stock index futures and call options on stock indices or purchase put options thereon. The objective of these hedging operations assumes that a sufficient correlation exists between the composition of the index used and the Company's portfolio. In principle, the total commitment resulting from futures contracts and stock index options may not exceed the aggregate estimated market value of the securities held by each Subfund in the corresponding market.

This does not apply for Subfunds which are not allowed to invest in equities.

Hedging of Interest Rate Risks:

As a global hedge against interest rate fluctuations, each Subfund may sell interest rate futures contracts. For the same purpose, it can also write call options or purchase put options on interest rates or enter into interest rate swaps on a mutual agreement basis with first class financial institutions specialising in this type of operations. In principle the total commitment on I futures contracts, options and swap contracts may not exceed the aggregate estimated market value of the assets to be hedged and held by the Subfund in the currency corresponding to those contracts.

Non-Hedging Transactions:

Besides option contracts on transferable securities and contracts on currencies, each Subfund may for a purpose other than hedging, purchase and sell futures contracts and options on any kind of financial instrument providing that the aggregate commitment arising on these purchase and sale transactions together with the total commitment arising on the writing of call and put options on transferable securities at no time exceeds the Net Asset Value of the Subfund. The writing of call options on transferable securities for which the Subfund has sufficient coverage are not considered for the calculation of the aggregate commitments referred to above.

In this context, the commitment arising on transactions which do not relate to options on transferable securities is defined as follows: (a) the commitment arising on futures contracts is deemed equal to the value of the underlying net position payable on those contracts relating to similar financial instruments (after netting between purchase and sale positions), without taking into account the respective maturity dates; and, (b) the commitment deriving from options purchased and written is equal to the aggregate of the exercise (striking) prices of net sales positions which relate to single underlying assets without taking into account the respective maturity dates.

For non-hedging transactions, the Company may enter into swaps agreements in which the Company and the counterparty agree to exchange the returns generated by a security, instrument, basket or index thereof for the returns generated by another security, instrument, basket or index thereof. The payments made by the Company to the counterparty and vice versa are calculated by reference to a specific security, index, or instrument and an agreed upon notional amount. The relevant indices include, but are not limited to, currencies, fixed interest rates, prices and total return on interest rate indices, fixed income indices and stock indices. The Company may enter for each Subfund into swap agreements relating to any financial instrument or index provided that the total commitment arising from such transactions together with the total commitments mentioned under (1) "sales of uncovered sale of option", (2) "purchase and sale of futures contracts and option for non-hedging transactions" at no time exceeds the Net Asset Value of the respective Subfund and the counterparty to the swap agreement is a first class financial institution that specialises in that type of transactions. In this particular context, the commitment arising on a swap transaction is equal to the value of the net position under the agreement marked to market daily. Any accrued, but unpaid, net amounts owed to a swap counterparty will be covered by cash or transferable securities.

(3) Securities Lending

The Company may also lend portions of its securities portfolio to third parties. In general, lending may only be effected via recognised clearing houses such as Clearstream or Euroclear, or through the intermediary of prime financial institutions that specialise in such activities and in the modus specified by them. Such transactions may not be entered into for longer than 30 days, however. If the loan exceeds 50% of the market value of the securities portfolio of the corresponding Subfund, it may only be effected on condition that the Company has the right, at all time, to terminate the contract and obtain restitution of the securities lent. In addition, the market value of the securities lent may, together with the market value of the securities already lent not exceed 15% of the Net Asset Value of the Subfund on an uncollateralised basis.

Unless otherwise stated in the description of the Subfunds, in the case of securities lending transactions, the Company and/or the relevant Subfunds must, in principle, receive a guarantee, the value of which the loan contract should at least correspond to the total value of the securities lent out and any accrued interest thereon. This guarantee must consist of financial collateral permitted by applicable Luxembourg regulations.

Such a guarantee is not required if the securities lending transaction is effected via Clearstream or Euroclear or another organisation, which guarantees that the value of the securities lent out will be refunded.

(4) Securities Repurchase Agreements

The Company may, for any Subfund, engage in repurchase agreements on an ancillary basis. Repurchase agreements involve the purchase and sale of securities where the seller has the right or obligation to repurchase the securities sold from the buyer at a fixed price and within a certain period stipulated by both parties upon conclusion of the agreement.

The Company may effect repurchase transactions either as a buyer or a seller. However, any transactions of this kind are subject to the following guidelines:

- Securities may only be purchased or sold under a repurchase agreement if the counterpart is a prime financial institution specialising in this kind of transaction.

- As long as the repurchase agreement is valid, the securities bought cannot be sold before the right to repurchase the securities has been exercised or the repurchase period has expired.

- In addition, it must be ensured that the volume of repurchase agreements of each Subfund is structured in such a way that the Subfund can meet its redemption obligations towards its shareholders at any time.

(5) Techniques and Instruments for Hedging Currency Risks

In order to protect its assets against the fluctuation of currencies, each Subfund may enter into transactions the purpose of which is the sale of currency futures contracts, sale of call options or the purchase of put options in respect of currencies. The transactions referred to herein may only concern contracts, which are traded on a regulated market, operating regularly, recognised and open to the public.

For the same purpose each Subfund may also sell currencies forward or exchange currencies on a mutual agreement basis with first class financial institutions specialising in this type of transactions.

The hedging objective of the transactions referred to above presupposes the existence of a direct relationship between these transactions and the assets which are being hedged and implies that, in principle, transactions in a given currency cannot exceed the total valuation of assets denominated in that currency nor may the duration of these transactions exceed the period for which the respective assets are held.

There being no further business on the agenda of the Meeting, the chairman closes the Meeting at 11.a.m.

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

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

The document having been read to the Members of the Bureau, said Members of the Bureau have signed together with the notary, the present original deed.

Signé: Q. MALLIE, N. CHRISTMANN, C. HERSCHBACH et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 6 novembre 2014. Relation: LAC/2014/52019. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 12 novembre 2014.

Référence de publication: 2014176493/1021.

(140201294) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 novembre 2014.

RREI SteelCo S.à r.l., Société à responsabilité limitée.

Siège social: L-3378 Livange, 13, rue de Peppange.

R.C.S. Luxembourg B 138.127.

—

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.

A Livange, le 28 octobre 2014.
Pour RREI STEELCO S.à r.l.

Référence de publication: 2014167368/11.
(140190496) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 octobre 2014.

Capula P.P. (Lux) S.à r.l., Société à responsabilité limitée.

Siège social: L-1420 Luxembourg, 5, avenue Gaston Diderich.

R.C.S. Luxembourg B 191.197.

—

STATUTES

In the year two thousand and fourteen, on the fourteenth of October.

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

THERE APPEARED:

Capula Partner Plan (US) LP, a limited partnership incorporated and existing under the laws of Delaware, with its registered office at c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808,

here represented by Victorien Hémery, Avocat à la Cour, professionally residing in Luxembourg, by virtue of a proxy, given in New-York City, United States of America, on 3 October 2014.

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

Such appearing party has requested the officiating notary to enact the deed of incorporation of a private limited liability company (société à responsabilité limitée) which they wish to incorporate with the following articles of association:

A. Name - Purpose - Duration - Registered office

Art. 1. Name - Legal Form. There exists a private limited liability company (société à responsabilité limitée) under the name "Capula P.P. (Lux) S.à r.l." (hereinafter the "Company") which shall be governed by the law of 10 August 1915 concerning commercial companies, as amended (the "Law"), as well as by the present articles of association.

Art. 2. Purpose.

2.1 The purpose of the Company is the holding of participations in any form whatsoever in Luxembourg and foreign companies and in any other form of investment, the acquisition by purchase, subscription or in any other manner as well as the transfer by sale, exchange or otherwise of securities of any kind and the administration, management, control and development of its portfolio.

2.2 The Company may further guarantee, grant security, grant loans or otherwise assist the companies in which it holds a direct or indirect participation or right of any kind or which form part of the same group of companies as the Company.

2.3 The Company may, except by way of public offering, raise funds especially through borrowing in any form or by issuing any kind of notes, securities or debt instruments, bonds and debentures and generally issue securities of any type.

2.4 The Company may carry out any commercial, industrial, financial, real estate or intellectual property activities which it considers useful for the accomplishment of these purposes.

Art. 3. Duration.

3.1 The Company is incorporated for an unlimited period of time.

3.2 It may be dissolved at any time and with or without cause by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these articles of association.

Art. 4. Registered office.

4.1 The registered office of the Company is established in the city of Luxembourg, Grand Duchy of Luxembourg.

4.2 Within the same municipality, the registered office may be transferred by means of a decision of the board of managers. It may be transferred to any other municipality in the Grand Duchy of Luxembourg by means of a resolution of the general meeting of shareholders, adopted in the manner required for an amendment of these articles of association.

4.3 Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a resolution of the board of managers.

4.4 In the event that the board of managers determines that extraordinary political, economic or social circumstances or natural disasters have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances; such temporary measures shall not affect the nationality of the Company which, notwithstanding the temporary transfer of its registered office, shall remain a Luxembourg company.

B. Share capital - Shares

Art. 5. Share Capital.

5.1 The Company's share capital is set at twenty-one thousand United States Dollars (USD 21,000), represented by twenty-one thousand (21,000) shares with a nominal value of one United States Dollar (USD 1) each.

5.2 The Company's share capital may be increased or reduced by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these articles of association.

5.3 The Company may redeem its own shares.

Art. 6. Shares.

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

6.2 The shares of the Company are in registered form.

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

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

Art. 7. Register of shares - Transfer of shares.

7.1 A register of shares shall be kept at the registered office of the Company, where it shall be available for inspection by any shareholder. This register shall contain all the information required by the Law. Certificates of such registration may be issued upon request and at the expense of the relevant shareholder.

7.2 The Company will recognise only one holder per share. In case a share is owned by several persons, they shall appoint a single representative who shall represent them towards the Company. The Company has the right to suspend the exercise of all rights attached to that share until such representative has been appointed.

7.3 The shares are freely transferable among shareholders.

7.4 Inter vivos, the shares may only be transferred to new shareholders subject to the approval of such transfer given by the shareholders at a majority of three quarters of the share capital.

7.5 Any transfer of shares shall become effective towards the Company and third parties through the notification of the transfer to, or upon the acceptance of the transfer by the Company in accordance with article 1690 of the Civil Code.

7.6 In the event of death, the shares of the deceased shareholder may only be transferred to new shareholders subject to the approval of such transfer given by the surviving shareholders representing three quarters of the rights owned by the surviving shareholders. Such approval is, however, not required in case the shares are transferred either to parents, descendants or the surviving spouse or any other legal heir of the deceased shareholder.

C. Decisions of the shareholders

Art. 8. Collective decisions of the shareholders.

8.1 The general meeting of shareholders is vested with the powers expressly reserved to it by law and by these articles of association.

8.2 Each shareholder may participate in collective decisions irrespective of the number of shares which he owns.

8.3 In case and as long as the Company has not more than twenty-five (25) shareholders, collective decisions otherwise conferred on the general meeting of shareholders may be validly taken by means of written resolutions. In such case, each shareholder shall receive the text of the resolutions or decisions to be taken expressly worded and shall cast his vote in writing.

8.4 In the case of a sole shareholder, such shareholder shall exercise the powers granted to the general meeting of shareholders under the provisions of section XII of the Law and by these articles of association. In such case, any reference made herein to the "general meeting of shareholders" shall be construed as a reference to the sole shareholder, depending on the context and as applicable, and powers conferred upon the general meeting of shareholders shall be exercised by the sole shareholder.

Art. 9. General meetings of shareholders. In case the Company has more than twenty-five (25) shareholders, at least one general meeting of shareholders shall be held within six (6) months of the end of each financial year in Luxembourg at the registered office of the Company or at such other place as may be specified in the convening notice of such meeting. Other meetings of shareholders may be held at such place and time as may be specified in the respective convening notices of meeting. If all of the shareholders are present or represented at a general meeting of shareholders and have waived any convening requirement, the meeting may be held without prior notice or publication.

Art. 10. Quorum and vote.

10.1 Each shareholder is entitled to as many votes as he holds shares.

10.2 Save for a higher majority provided in these articles of association or by law, collective decisions of the Company's shareholders are only validly taken in so far as they are adopted by shareholders holding more than half of the share capital.

Art. 11. Change of nationality. The shareholders may change the nationality of the Company only by unanimous consent.

Art. 12. Amendments of the articles of association. Any amendment of the articles of association requires the approval of (i) a majority of shareholders (ii) representing three quarters of the share capital at least.

D. Management

Art. 13. Composition and powers of the board of managers.

13.1 The Company shall be managed by a board of managers composed of at least one (1) class A manager (the "Class A Manager") and at least one (1) class B manager (the "Class B Manager"), who need not be shareholders. The board of managers operates as a collective body in charge of the Company's management. It exercises all representation powers.

13.2 The board of managers is vested with the broadest powers to take any actions necessary or useful to fulfill the corporate object, with the exception of the actions reserved by law or by these articles of association to the shareholder (s).

13.3 The Company's daily management and the Company's representation in connection with such daily management may be delegated to one or several managers or to any other person, shareholder or not, acting alone or jointly as agent of the Company. Their appointment, revocation and powers shall be determined by a resolution of the board of managers.

13.4 The Company may also grant special powers by notarised proxy or private instrument to any persons acting alone or jointly as agents of the Company.

Art. 14. Appointment, removal and term of office of managers.

14.1 The managers shall be appointed by the general meeting of shareholders which shall determine their remuneration and term of office.

14.2 The managers shall be appointed and may be removed from office at any time, with or without cause, by a decision of the shareholders representing more than half of the Company's share capital.

Art. 15. Convening meetings of the board of managers.

15.1 The board of managers shall meet upon call by any manager. The meetings of the board of managers shall be held at the registered office of the Company unless otherwise indicated in the notice of meeting.

15.2 Written notice of any meeting of the board of managers must be given to managers twenty-four (24) hours at least in advance of the time scheduled for the meeting, except in case of emergency, in which case the nature and the reasons of such emergency must be mentioned in the notice. Such notice may be omitted in case of assent of each manager in writing, by facsimile, electronic mail or any other similar means of communication, a copy of such signed document being sufficient proof thereof. No prior notice shall be required for a board meeting to be held at a time and location determined in a prior resolution adopted by the board of managers which has been communicated to all managers.

15.3 No prior notice shall be required in case all managers are present or represented at a board meeting and waive any convening requirement or in the case of resolutions in writing approved and signed by all members of the board of managers.

Art. 16. Conduct of meetings of the board of managers.

16.1 The board of managers may elect among its members a chairman. It may also choose a secretary, who does not need to be a manager and who shall be responsible for keeping the minutes of the meetings of the board of managers.

16.2 The chairman, if any, shall chair all meetings of the board of managers. In his absence, the board of managers may appoint another manager as chairman pro tempore by vote of the majority of managers present or represented at any such meeting.

16.3 Any manager may act at any meeting of the board of managers by appointing another manager as his proxy either in writing, or by facsimile, electronic mail or any other similar means of communication, a copy of the appointment being sufficient proof thereof. A manager may represent one or more but not all of the other managers.

16.4 Meetings of the board of managers may also be held by conference-call or video conference or by any other means of communication, allowing all persons participating at such meeting to hear one another on a continuous basis and allowing an effective participation in the meeting. Participation in a meeting by these means is equivalent to participation in person at such meeting and the meeting is deemed to be held at the registered office of the Company.

16.5 The board of managers may deliberate or act validly only if at least a majority of the managers are present or represented at a meeting of the board of managers.

16.6 Decisions shall be taken by a majority vote of the managers present or represented at such meeting with the approval of at least one (1) Class A Manager. The chairman, if any, shall not have a casting vote.

16.7 The board of managers may unanimously pass resolutions by circular means when expressing its approval in writing, by facsimile, electronic mail or any other similar means of communication. Each manager may express his consent separately, the entirety of the consents evidencing the adoption of the resolutions. The date of such resolutions shall be the date of the last signature.

Art. 17. Minutes of the meeting of the board of managers.

17.1 The secretary, or if no secretary has been appointed, the chairman, shall draw minutes of any meeting of the board of managers, which shall be signed by the chairman and by the secretary, as the case may be.

17.2 Any copy and excerpt of any such original minutes to be produced in judicial proceedings or to be delivered to any third party shall be signed by the chairman of the board of managers or by any two of its members as the case may be.

Art. 18. Dealing with third parties. The Company will be bound towards third parties in all circumstances by the joint signature of at least one (1) Class A Manager, together with one (1) Class B Manager, or by the joint signatures or by the sole signature of any person(s) to whom such signatory power has been delegated by the board of managers. The Company will be bound towards third parties by the signature of any agent(s) to whom the power in relation to the Company's daily management has been delegated acting alone or jointly, subject to the rules and the limits of such delegation.

E. Audit and supervision

Art. 19. Auditor(s).

19.1 In case and as long as the Company has more than twenty-five (25) shareholders, the operations of the Company shall be supervised by one or several internal auditors (commissaire(s)). The general meeting of shareholders shall appoint the internal auditor(s) and shall determine their term of office.

19.2 An internal auditor may be removed at any time, without notice and with or without cause by the general meeting of shareholders.

19.3 The internal auditor has an unlimited right of permanent supervision and control of all operations of the Company.

19.4 If the shareholders of the Company appoint one or more independent auditors (réviseur(s) d'entreprises agréé (s)) in accordance with article 69 of the law of 19 December 2002 regarding the trade and companies register and the accounting and annual accounts of undertakings, as amended, the institution of internal auditor(s) is suppressed.

19.5 An independent auditor may only be removed by the general meeting of shareholders with cause or with its approval.

F. Financial year - Annual accounts - Allocation of profits - Interim dividends

Art. 20. Financial year. The financial year of the Company shall begin on the first of January of each year and shall end on the thirty-first of December of the same year.

Art. 21. Annual accounts and allocation of profits.

21.1 At the end of each financial year, the accounts are closed and the board of managers draws up an inventory of the Company's assets and liabilities, the balance sheet and the profit and loss accounts in accordance with the law.

21.2 Of the annual net profits of the Company, five per cent (5%) at least shall be allocated to the legal reserve. This allocation shall cease to be mandatory as soon and as long as the aggregate amount of such reserve amounts to ten per cent (10%) of the share capital of the Company.

21.3 Sums contributed to a reserve of the Company by a shareholder may also be allocated to the legal reserve if the contributing shareholder agrees to such allocation.

21.4 In case of a share capital reduction, the Company's legal reserve may be reduced in proportion so that it does not exceed ten per cent (10%) of the share capital.

21.5 Upon recommendation of the board of managers, the general meeting of shareholders shall determine how the remainder of the Company's profits shall be used in accordance with the Law and these articles of association.

21.6 Distributions shall be made to the shareholders in proportion to the number of shares they hold in the Company.

Art. 22. Interim dividends - Share premium and assimilated premiums.

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

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

G. Liquidation

Art. 23. Liquidation.

23.1 In the event of dissolution of the Company in accordance with article 3.2 of these articles of association, the liquidation shall be carried out by one or several liquidators who are appointed by the general meeting of shareholders deciding such dissolution and which shall determine their powers and their compensation. Unless otherwise provided, the liquidators shall have the most extensive powers for the realisation of the assets and payment of the liabilities of the Company.

H. Final clause - Governing law

Art. 24. Governing law. All matters not governed by these articles of association shall be determined in accordance with the Law.

Transitional provisions

1. The first financial year shall begin on the date of incorporation of the Company and terminate on 31 December 2014.

2. Interim dividends may be distributed during the Company's first financial year.

Subscription and payment

The twenty-one thousand (21,000) shares issued have been subscribed by Capula Partner Plan (US) LP, aforementioned, for the price of twenty-one thousand United States Dollars (USD 21,000).

The shares so subscribed have been fully paid up by a contribution in cash so that the amount of twenty-one thousand United States dollars (USD 21,000) is as of now available to the Company, as it has been justified to the undersigned notary.

The total contribution in the amount of twenty-one thousand United States Dollars (USD 21,000) is entirely allocated to the share capital.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever incurred by the Company or which shall be borne by the Company in connection with its incorporation are estimated at approximately EUR 1,800.-.

Resolutions of the sole shareholder

The incorporating shareholder has passed the following resolutions:

1. The address of the registered office of the Company is set at 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg.

2. The following persons are appointed as managers of the Company for an unlimited term:

(i) Henning Bruder, born in Opperhausen, Germany, on 24 March 1957, professionally residing at 42, Neuen Garten, D-14469 Potsdam, Germany, as Class A Manager;

(ii) Cornelius Bechtel, born in Emmerich, Grand Duchy of Luxembourg, on 11 March 1968, professionally residing at, 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg, as Class B Manager; and

(iii) Claude Crauser, born in Luxembourg, Grand Duchy of Luxembourg, on 22 April 1981, professionally residing at, 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand Duchy of Luxembourg, as Class B Manager.

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

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

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

Suit la traduction française de ce qui précède.

L'an deux mille quatorze, le quatorze octobre,

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

A COMPARU:

Capula Partner Plan (US) LP, une société sous forme de limited partnership constituée et existant selon les lois de Delaware, Etats-Unis, ayant son siège social à c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808,

dûment représentée par Victorien Hémery, Avocat à la Cour, résidant professionnellement à Luxembourg, en vertu d'une procuration donnée à New-York City, Etats-Unis d'Amérique, le 3 octobre 2014.

Ladite procuration, paraphée ne varietur par le mandataire de la comparante et le notaire, resteront annexées au présent acte pour être soumises avec lui aux formalités d'enregistrement.

La comparante a requis le notaire instrumentant de dresser l'acte de constitution d'une société à responsabilité limitée qu'ils souhaitent constituer avec les statuts suivants:

A. Nom - Objet - Durée - Siège social

Art. 1 er . Nom - Forme. Il existe une société à responsabilité limitée sous la dénomination «Capula P.P. (Lux) S.à r.l.» (ci-après la «Société») qui sera régie par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (la «Loi»), ainsi que par les présents statuts.

Art. 2. Objet.

2.1 La Société a pour objet la détention de participations, sous quelque forme que ce soit, dans des sociétés luxembourgeoises et étrangères et de toute autre forme de placement, l'acquisition par achat, souscription ou de toute autre manière, de même que le transfert par vente, échange ou toute autre manière de valeurs mobilières de tout type, ainsi que l'administration, la gestion, le contrôle et la mise en valeur de son portefeuille de participations.

2.2 La Société peut également garantir, accorder des sûretés, accorder des prêts ou assister de toute autre manière des sociétés dans lesquelles elle détient une participation directe ou indirecte ou un droit de quelque nature que ce soit ou qui font partie du même groupe de sociétés que la Société.

2.3 Excepté par voie d'appel publique à l'épargne, la Société peut lever des fonds en faisant des emprunts sous toute forme ou en émettant toute sorte d'obligations, de titres ou d'instruments de dettes, d'obligations garanties ou non garanties, et d'une manière générale en émettant des valeurs mobilières de tout type.

2.4 La Société peut exercer toute activité de nature commerciale, industrielle, financière, immobilière ou de propriété intellectuelle qu'elle estime utile pour l'accomplissement de ces objets.

Art. 3. Durée.

3.1 La Société est constituée pour une durée illimitée.

3.2 Elle peut être dissoute à tout moment et sans cause par une décision de l'assemblée générale des associés, adoptée selon les conditions requises pour une modification des présents statuts.

Art. 4. Siège social.

4.1 Le siège social de la Société est établi dans la ville de Luxembourg, Grand-Duché de Luxembourg.

4.2 Le siège social peut être transféré au sein de la même commune par décision du conseil de gérance. Il peut être transféré dans toute autre commune du Grand-Duché de Luxembourg par décision de l'assemblée générale des associés, adoptée selon les conditions requises pour une modification des présents statuts.

4.3 Des succursales ou bureaux peuvent être créés, tant au Grand-Duché de Luxembourg qu'à l'étranger, par décision du conseil de gérance.

4.4 Dans l'hypothèse où le conseil de gérance estimerait que des événements exceptionnels d'ordre politique, économique ou social ou des catastrophes naturelles se sont produits ou seraient imminents, de nature à interférer avec l'activité normale de la Société à son siège social, il pourra transférer provisoirement le siège social à l'étranger jusqu'à la cessation complète de ces circonstances exceptionnelles; ces mesures provisoires n'auront toutefois aucun effet sur la nationalité de la Société, laquelle, nonobstant ce transfert provisoire, restera luxembourgeoise.

B. Capital social - Parts sociales

Art. 5. Capital social.

5.1 Le capital social de la Société est fixé à vingt-et-un mille dollars américains (USD 21.000), représenté par vingt-et-un mille (21.000) parts sociales ayant une valeur nominale d'un dollar (USD 1) chacune.

5.2 Le capital social de la Société peut être augmenté ou réduit par une décision de l'assemblée générale des associés de la Société, adoptée selon les modalités requises pour la modification des présents statuts.

5.3 La Société peut racheter ses propres parts sociales.

Art. 6. Parts sociales.

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

6.2 Les parts sociales de la Société sont nominatives.

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

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

Art. 7. Registre des parts sociales - Transfert des parts sociales.

7.1 Un registre des parts sociales est tenu au siège social de la Société où il est mis à disposition de chaque associé pour consultation. Ce registre contient toutes les informations requises par la Loi. Des certificats d'inscription peuvent être émis sur demande et aux frais de l'associé demandeur.

7.2 La Société ne reconnaît qu'un seul titulaire par part sociale. Les copropriétaires indivis nommeront un représentant unique qui les représentera vis-à-vis de la Société. La Société a le droit de suspendre l'exercice de tous les droits relatifs à cette part sociale, jusqu'à ce qu'un tel représentant ait été désigné.

7.3 Les parts sociales sont librement cessibles entre associés.

7.4 Inter vivos, les parts sociales seront uniquement transférables à de nouveaux associés sous réserve qu'une telle cession ait été approuvée par les associés représentant une majorité des trois quarts du capital social.

7.5 Toute cession de parts sociales est opposable à la Société et aux tiers sur notification de la cession à, ou après l'acceptation de la cession par la Société conformément aux dispositions de l'article 1690 du Code civil.

7.6 En cas de décès, les parts sociales de l'associé décédé pourront être uniquement transférées au nouvel associé sous réserve qu'un tel transfert ait été approuvé par les associés survivants représentant les trois quarts des droits des survivants. Un tel agrément n'est cependant pas requis dans l'hypothèse où les parts sociales sont transférées soit aux ascendants, descendants ou au conjoint survivant ou à tout autre héritier légal de l'associé décédé.

C. Décisions des associés

Art. 8. Décisions collectives des associés.

8.1 L'assemblée générale des associés est investie des pouvoirs qui lui sont expressément réservés par la Loi et par les présents statuts.

8.2 Chaque associé a la possibilité de participer aux décisions collectives quel que soit le nombre de parts sociales qu'il détient.

8.3 Dans l'hypothèse où et tant que la Société n'a pas plus de vingt-cinq (25) associés, des décisions collectives qui relèveraient d'ordinaire de la compétence de l'assemblée générale, pourront être valablement adoptées par voie de décisions écrites. Dans une telle hypothèse, chaque associé recevra le texte de ces résolutions ou des décisions à adopter expressément formulées et votera par écrit.

8.4 En cas d'associé unique, cet associé exercera les pouvoirs dévolus à l'assemblée générale des associés en vertu des dispositions de la section XII de la Loi et des présents statuts. Dans cette hypothèse, toute référence faite à «l'assemblée générale des associés» devra être entendue comme une référence à l'associé unique selon le contexte et le cas échéant et les pouvoirs conférés à l'assemblée générale des associés seront exercés par l'associé unique.

Art. 9. Assemblées générales des associés. Dans l'hypothèse où la Société aurait plus de vingt-cinq (25) associés, une assemblée générale des associés devra être tenue au minimum dans les six (6) mois suivant la fin de l'exercice social au Luxembourg au siège social de la Société ou à tout autre endroit tel que précisé dans la convocation à cette assemblée générale. D'autres assemblées générales d'associés pourront être tenues aux lieux et heures indiquées dans les convocations aux assemblées générales correspondantes. Si tous les associés sont présents ou représentés à l'assemblée générale des associés et renoncent aux formalités de convocation, l'assemblée pourra être tenue sans convocation ou publication préalable.

Art. 10. Quorum et vote.

10.1 Chaque associé a un nombre de voix égal au nombre de parts qu'il détient.

10.2 Sous réserve d'un quorum plus élevé prévu par les présents statuts ou la Loi, les décisions collectives des associés de la Société ne seront valablement adoptées que pour autant qu'elles auront été adoptées par des associés détenant plus de la moitié du capital social.

Art. 11. Changement de nationalité. Les associés ne peuvent changer la nationalité de la Société qu'avec le consentement unanime des associés.

Art. 12. Modification des statuts. Toute modification des statuts requiert l'accord d'une (i) majorité des associés (ii) représentant au moins les trois quarts du capital social.

D. Gérance

Art. 13. Composition et pouvoirs du conseil de gérance.

13.1 La Société est gérée par un conseil de gérance composé d'au moins un (1) gérant de catégorie A (le «Gérant de Catégorie A») et d'au moins un (1) gérant de catégorie B (le «Gérant de Catégorie B»), dont il n'est pas requis qu'ils soient actionnaires. Le conseil de gérance agit comme organe collectif chargé de la gestion de la Société. Il exerce tous pouvoirs de représentation.

13.2 Le conseil de gérance est investi des pouvoirs les plus étendus pour agir au nom de la Société et pour prendre toute mesure nécessaire ou utile pour l'accomplissement de l'objet social de la Société, à l'exception des pouvoirs réservés par la Loi ou par les présents statuts à l'assemblée générale des associés.

13.3 La gestion quotidienne de la Société et la représentation de la Société en relation avec telle gestion quotidienne peut être déléguée à un ou plusieurs gérants ou toute autre personne, actionnaire ou non, agissant seule ou conjointement comme agent de la Société. Leur nomination, révocation et pouvoirs sont déterminés par une résolution du conseil de gérance.

13.4 La Société peut également accorder des pouvoirs spéciaux par procuration notariée ou acte privé à toute personne agissant seule ou conjointement comme agent de la Société.

Art. 14. Nomination, révocation des gérants et durée du mandat des gérants.

14.1 Les gérants sont nommés par l'assemblée générale des associés qui détermine leur rémunération et la durée de leur mandat.

14.2 Les gérants sont nommés et peuvent être librement révoqués à tout moment, avec ou sans motif, par une décision des associés représentant plus de la moitié du capital social de la Société.

Art. 15. Convocation aux réunions du conseil de gérance.

15.1 Le conseil de gérance se réunit sur convocation de tout gérant. Les réunions du conseil de gérance sont tenues au siège social de la Société sauf indication contraire dans la convocation à la réunion.

15.2 Avis écrit de toute réunion du conseil de gérance doit être donné aux gérants au minimum vingt-quatre (24) heures à l'avance par rapport à l'heure fixée dans la convocation, sauf en cas d'urgence, auquel cas la nature et les motifs d'une telle urgence seront mentionnées dans la convocation. Une telle convocation peut être omise en cas d'accord écrit de chaque gérant, par télécopie, courrier électronique ou par tout autre moyen de communication. Une copie d'un tel document signé constituera une preuve suffisante d'un tel accord. Aucune convocation préalable ne sera exigée pour un conseil de gérance dont le lieu et l'heure auront été déterminés par une décision adoptée lors d'un précédent conseil de gérance, communiquée à tous les membres du conseil de gérance.

15.3 Aucune convocation préalable ne sera requise dans l'hypothèse où tous les gérants seront présents ou représentés à un conseil de gérance et renonceraient aux formalités de convocation ou dans l'hypothèse de décisions écrites et approuvées par tous les membres du conseil de gérance.

Art. 16. Conduite des réunions du conseil de gérance.

16.1 Le conseil de gérance peut élire un président du conseil de gérance parmi ses membres. Il peut également désigner un secrétaire, qui peut ne pas être membre du conseil de gérance et qui sera chargé de tenir les procès-verbaux des réunions du conseil de gérance.

16.2 Le président du conseil de gérance, le cas échéant, préside toutes les réunions du conseil de gérance. En son absence, le conseil de gérance peut nommer provisoirement un autre gérant comme président temporaire par un vote à la majorité des voix présentes ou représentées à la réunion.

16.3 Tout gérant peut se faire représenter à toute réunion du conseil de gérance en désignant tout autre gérant comme son mandataire par écrit, ou par télécopie, courrier électronique ou tout autre moyen de communication, une copie du mandat en constituant une preuve suffisante. Un gérant peut représenter un ou plusieurs, mais non l'intégralité des membres du conseil de gérance.

16.4 Les réunions du conseil de gérance peuvent également se tenir par téléconférence ou vidéoconférence ou par tout autre moyen de communication similaire permettant à toutes les personnes y participant de s'entendre mutuellement sans discontinuité et garantissant une participation effective à cette réunion. La participation à une réunion par ces moyens équivaut à une participation en personne et la réunion tenue par de tels moyens de communication est réputée s'être tenue au siège social de la Société.

16.5 Le conseil de gérance ne peut délibérer ou agir valablement que si au moins la majorité de ses membres est présente ou représentée à une réunion du conseil de gérance.

16.6 Les décisions sont prises à la majorité des voix des gérants présents ou représentés à chaque réunion du conseil de gérance avec l'accord d'au moins un (1) Gérant de Catégorie A. Le président du conseil de gérance, le cas échéant, ne dispose pas d'une voix prépondérante.

16.7 Le conseil de gérance peut, à l'unanimité, prendre des décisions par voie circulaire en exprimant son approbation par écrit, par télécopie, courrier électronique ou par tout autre moyen de communication. Chaque gérant peut exprimer son consentement séparément, l'ensemble des consentements attestant de l'adoption des décisions. La date de ces décisions sera la date de la dernière signature.

Art. 17. Procès-verbaux des réunions du conseil de gérance; procès-verbaux des décisions du gérant unique.

17.1 Le secrétaire, ou si aucun secrétaire n'a été nommé, le président, retranscrit toute réunion du conseil de gérance dans des procès-verbaux qui seront signés par le président et par le secrétaire, selon le cas.

17.2 Toutes copies ou extraits de ces procès-verbaux originaux qui pourront être produits en justice ou dans tout autre contexte seront signés par le président du conseil de gérance ou par deux de ses membres, selon le cas.

Art. 18. Rapports avec les tiers. La Société sera valablement engagée vis-à-vis des tiers en toutes circonstances par la signature conjointe d'au moins un (1) Gérant de Catégorie A, avec un (1) Gérant de Catégorie B, ou par la signature conjointe ou la seule signature de toute(s) personne(s) à laquelle/auxquelles pareil pouvoir de signature aura été délégué par le conseil de gérance, dans les limites de cette délégation. La Société sera valablement engagée vis-à-vis des tiers par la signature de tout agent auquel le pouvoir de gestion quotidienne de la Société aura été délégué, agissant individuellement ou conjointement, dans les limites de cette délégation.

E. Audit et surveillance

Art. 19. Commissaire(s) - réviseur(s) d'entreprises agréé(s).

19.1 Dans l'hypothèse où, et tant que la Société aura plus de vingt-cinq (25) associés, les opérations de la Société seront surveillées par un ou plusieurs commissaires. L'assemblée générale des associés désigne les commissaires et détermine la durée de leurs fonctions.

19.2 Un commissaire pourra être révoqué à tout moment, sans préavis et sans motif, par l'assemblée générale des associés.

19.3 Le commissaire a un droit illimité de surveillance et de contrôle permanents sur toutes les opérations de la Société.

19.4 Si les associés de la Société désignent un ou plusieurs réviseurs d'entreprises agréés conformément à l'article 69 de la loi du 19 décembre 2002 concernant le registre de commerce et des sociétés ainsi que la comptabilité et les comptes annuels des entreprises, telle que modifiée, la fonction de commissaire sera supprimée.

19.5 Le réviseur d'entreprises agréé ne pourra être révoqué par l'assemblée générale des associés que pour juste motif ou avec son accord.

F. Exercice social - Comptes annuels - Affectation des bénéfices - Acomptes sur dividendes

Art. 20. Exercice social. L'exercice social de la Société commence le premier janvier de chaque année et se termine le trente-et-un décembre de la même année.

Art. 21. Comptes annuels - Distribution des bénéfices.

21.1 Au terme de chaque exercice social, les comptes sont clôturés et le conseil de gérance dresse un inventaire de l'actif et du passif de la Société, le bilan et le compte de profits et pertes, conformément à la loi.

21.2 Sur les bénéfices annuels nets de la Société, cinq pour cent (5%) au moins seront affectés à la réserve légale. Cette affectation cessera d'être obligatoire dès que et tant que le montant total de la réserve légale de la Société atteindra dix pour cent (10%) du capital social de la Société.

21.3 Les sommes apportées à une réserve de la Société par un associé peuvent également être affectées à la réserve légale, si cet associé consent à cette affectation.

21.4 En cas de réduction du capital social, la réserve légale de la Société pourra être réduite en proportion afin qu'elle n'excède pas dix pour cent (10%) du capital social.

21.5 Sur proposition du conseil de gérance, l'assemblée générale des associés décide de l'affectation du solde des bénéfices distribuables de la Société conformément à la Loi et aux présents statuts.

21.6 Les distributions aux associés sont effectuées en proportion du nombre de parts sociales qu'ils détiennent dans la Société.

Art. 22. Acomptes sur dividendes - Prime d'émission et primes assimilées.

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

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

G. Liquidation

Art. 23. Liquidation. En cas de dissolution de la Société conformément à l'article 3.2 des présents statuts, la liquidation sera effectuée par un ou plusieurs liquidateurs nommés par l'assemblée générale des associés ayant décidé de cette dissolution et qui fixera les pouvoirs et émoluments de chacun des liquidateurs. Sauf disposition contraire, les liquidateurs disposeront des pouvoirs les plus étendus pour la réalisation de l'actif et du passif de la Société.

H. Disposition finale - Loi applicable

Art. 24. Loi applicable. Tout ce qui n'est pas régi par les présents statuts, sera déterminé en conformité avec la Loi.

Dispositions transitoires

1. Le premier exercice social commence le jour de la constitution de la Société et se terminera le 31 décembre 2014.

2. Des acomptes sur dividendes pourront être distribués pendant le premier exercice social de la Société.

Souscription et paiement

Les vingt-et-un mille (21.000) parts sociales émises ont été souscrites par Capula Partner Plan (US) LP, susmentionné, pour un prix de vingt-et-un mille dollars américains (USD 21.000).

Toutes les parts sociales ainsi souscrites ont été intégralement libérées par voie d'apport en numéraire, de sorte que le montant de vingt-et-un mille dollars américains (USD 21.000) est dès à présent à la disposition de la Société, ce dont il a été justifié au notaire soussigné.

L'apport global d'un montant de vingt-et-un mille dollars américains (USD 21.000) est entièrement affecté au capital social.

Frais

Le montant des dépenses, frais, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge en raison de sa constitution est évalué à environ EUR 1.800.-.

Résolutions de l'associé unique

L'associé unique a adopté les résolutions suivantes:

1. L'adresse du siège social de la Société est établie au 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand-Duché de Luxembourg.

2. Les personnes suivantes sont nommées gérant pour une durée indéterminée:

(i) Henning Bruder, né à Opperhausen, Allemagne le 24 mars 1957, résidant professionnellement à 42, Neuen Garten, D-14469 Potsdam, Allemagne, comme Gérant de Catégorie A;

(ii) Cornelius Bechtel, né à Emmerich, Luxembourg, Grand-Duché de Luxembourg, le 11 mars 1968, résidant professionnellement au 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand-Duché de Luxembourg, comme Gérant de Catégorie B; et

(iii) Claude Crauser, né à Luxembourg, Grand-Duché de Luxembourg, le 22 avril 1981, résidant professionnellement au 5, avenue Gaston Diderich, L-1420 Luxembourg, Grand-Duché de Luxembourg, comme Gérant de Catégorie B.

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

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

L'acte ayant été lu au mandataire de la comparante connu du notaire instrumentant par nom, prénom, et résidence, ledit mandataire de la comparante a signé avec le notaire le présent acte.

Signé: V. HÉMERY et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 17 octobre 2014. Relation: LAC/2014/48577. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 23 octobre 2014.

Référence de publication: 2014164626/506.

(140187719) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 octobre 2014.

DIF ESP Holding Luxembourg S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1313 Luxembourg, 5, rue des Capucins.

R.C.S. Luxembourg B 191.215.

—

STATUTES

In the year two thousand and fourteen, on the ninth day of October.

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

THERE APPEARED:

DIF ESP Luxembourg S.à r.l., a private limited liability company (société à responsabilité limitée) governed by the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue des Capucins, L-1313, Luxembourg, in the course of being registered with the Luxembourg Trade and Companies Register, duly represented by its sole manager DIF Management Luxembourg S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 5, rue des Capucins, L-1313 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register, under number B156.872 (the Sole Shareholder);

hereby represented by Mrs Corinne PETIT, employee, with professional address at 74, avenue Victor Hugo, L-1750 Luxembourg, by virtue of a power of attorney given under private seal in Luxembourg.

After signature "ne varietur" by the authorised representative of the appearing party and the undersigned notary, the power of attorney will remain attached to this deed to be registered with it.

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

I. Name - Registered office - Object - Duration

Art. 1. Name. The name of the company is "DIF ESP Holding Luxembourg S.à r.l." (the Company). The Company is a private limited liability company (société à responsabilité limitée) governed by the laws of the Grand Duchy of Luxembourg, in particular the law of August 10, 1915 on commercial companies, as amended (the Law), and these articles of incorporation (the Articles).

Art. 2. Registered office.

2.1. The Company's registered office is established in the city of Luxembourg, Grand Duchy of Luxembourg. It may be transferred within that municipality by a resolution of the board of managers. It may be transferred to any other location in the Grand Duchy of Luxembourg by a resolution of the shareholders, 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 of managers. If the board of managers determines that extraordinary political or military developments or events have occurred or are imminent, and that those developments or events may interfere with the normal activities of the Company at its registered office, or with ease of communication between that office and persons abroad, the registered office may be temporarily transferred abroad until the developments or events in question have completely ceased. Any such temporary measures do not affect the nationality of the Company, which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg incorporated company.

Art. 3. Corporate object.

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

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 any kind of debt and equity securities. It may lend funds, including, without limitation, the proceeds of any borrowings, to its subsidiaries, affiliated companies and any other companies. It may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over some or all of its assets to guarantee its own obligations and those of any other company, and, generally, for its own benefit and that of any other company or person. For the avoidance of doubt, the Company may not carry out any regulated financial sector activities without having obtained the requisite authorisation.

3.3. The Company may use any techniques, legal means and instruments to manage its investments efficiently and protect itself against credit risks, currency exchange exposure, interest rate risks and other risks.

3.4. The Company may carry out any commercial, financial or industrial operation and any transaction with respect to real estate or movable property which, directly or indirectly, favours or relates to its corporate object.

Art. 4. Duration.

4.1. The Company is formed for an unlimited period.

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

II. Capital - Shares

Art. 5. Capital.

5.1. The share capital is set at twelve thousand five hundred euro (EUR 12,500), represented by twelve thousand five hundred (12,500) shares in registered form, having a nominal value of one euro (EUR 1) each.

5.2. The share capital may be increased or reduced once or more 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. The shares are freely transferable between shareholders.

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

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

6.5. A share transfer shall only be binding on the Company or third parties following notification to, or acceptance by, the Company in accordance with article 1690 of the Luxembourg Civil Code.

6.6. A register of shareholders shall be kept at the registered office and may be examined by any shareholder on request.

6.7. The Company may redeem its own shares, provided:

(i) it has sufficient distributable reserves for that purpose; or

(ii) the redemption results from a reduction in the Company's share capital.

III. Management - Representation

Art. 7. Appointment and removal of managers.

7.1. The Company shall be managed by one or more managers appointed by a resolution of the shareholders, which sets the term of their office. The managers need not be shareholders.

7.2. The managers may be removed at any time, with or without cause, by a resolution of the shareholders.

Art. 8. Board of managers. If several managers are appointed, they shall constitute the board of managers (the Board).

8.1. Powers of the board of managers

(i) All powers not expressly reserved to the shareholders by the Law or the Articles fall within the competence of the Board, which has full power to carry out and approve all acts and operations consistent with the Company's corporate object.

(ii) The Board may delegate special or limited powers to one or more agents for specific matters.

8.2. Procedure

(i) The Board shall meet at the request of any manager, at the place indicated in the convening notice, which in principle shall be in Luxembourg.

(ii) Written notice of any Board meeting shall be given to all managers at least twenty-four (24) hours in advance, except in the case of an emergency, in which case the nature and circumstances of such shall be set out in the notice.

(iii) No notice is required if all members of the Board are present or represented and each of them states that they have full knowledge of the agenda for the meeting. A manager may also waive notice of a meeting, either before or after the meeting. Separate written notices are not required for meetings which are held at times and places indicated in a schedule previously adopted by the Board.

(iv) A manager may grant to another manager a power of attorney in order to be represented at any Board meeting.

(v) The Board may only validly deliberate and act if a majority of its members are present or represented. Board resolutions shall be validly adopted by a majority of the votes of the managers present or represented. Board resolutions shall be recorded in minutes signed by the chairperson of the meeting or, if no chairperson has been appointed, by all the managers present or represented.

(vi) Any manager may participate in any meeting of the Board by telephone or video conference, or by any other means of communication which allows all those taking part in the meeting to identify, hear and speak to each other. Participation by such means is deemed equivalent to participation in person at a duly convened and held meeting.

(vii) Circular resolutions signed by all the managers (Managers' Circular Resolutions) shall be valid and binding as if passed at a duly convened and held Board meeting, and shall bear the date of the last signature.

8.3. Representation

(i) The Company shall be bound towards third parties in all matters by the single signature of any manager.

(ii) The Company shall also be bound towards third parties by the signature of any person(s) to whom special powers have been delegated by the Board.

Art. 9. Sole manager. If the Company is managed by a sole manager, all references in the Articles to the Board, the managers or any manager are to be read as references to the sole manager, as appropriate.

Art. 10. Liability of the managers. The managers shall not be held personally liable by reason of their office for any commitment they have validly made in the name of the Company, provided those commitments comply with the Articles and the Law.

IV. Shareholder(s)

Art. 11. General meetings of shareholders and shareholders' written resolutions.

11.1. Powers and voting rights

(i) Unless resolutions are taken in accordance with article 11.1.(ii), resolutions of the shareholders shall be adopted at a general meeting of shareholders (each a General Meeting).

(ii) If the number of shareholders of the Company does not exceed twenty-five (25), resolutions of the shareholders may be adopted in writing (Written Shareholders' Resolutions).

(iii) Each share entitles the holder to one (1) vote.

11.2. Notices, quorum, majority and voting procedures

(i) The shareholders may be convened to General Meetings by the Board. The Board must convene a General Meeting following a request from shareholders representing more than one-tenth (1/10) of the share capital.

(ii) Written notice of any General Meeting shall be given to all shareholders at least eight (8) days prior to the date of the General Meeting, except in the case of an emergency, in which case the nature and circumstances of such shall be set out in the notice.

(iii) When resolutions are to be adopted in writing, the Board shall send the text of such resolutions to all the shareholders. The shareholders shall vote in writing and return their vote to the Company within the timeline fixed by the Board. Each manager shall be entitled to count the votes.

(iv) General Meetings shall be held at the time and place specified in the notices.

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

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

(vii) Resolutions to be adopted at General Meetings shall be passed by shareholders owning more than one-half of the share capital. If this majority is not reached at the first General Meeting, the shareholders shall be convened by registered letter to a second General Meeting and the resolutions shall be adopted at the second General Meeting by a majority of the votes cast, irrespective of the proportion of the share capital represented.

(viii) The Articles may only be 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 and any increase in a shareholder's commitment to the Company shall require the unanimous consent of the shareholders.

(x) Written Shareholders' Resolutions are passed with the quorum and majority requirements set forth above and shall bear the date of the last signature received prior to the expiry of the timeline fixed by the Board.

Art. 12. Sole shareholder. When the number of shareholders is reduced to one (1):

(i) the sole shareholder shall exercise all powers granted by the Law to the General Meeting;

(ii) any reference in the Articles to the shareholders, the General Meeting, or the Written Shareholders' Resolutions is to be read as a reference to the sole shareholder or the sole shareholder's resolutions, as appropriate; and

(iii) the resolutions of the sole shareholder shall be recorded in minutes or drawn up in writing.

V. Annual accounts - Allocation of profits - Supervision

Art. 13. Financial year and approval of annual accounts.

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

13.2. Each year, the Board must prepare the balance sheet and profit and loss accounts, together with an inventory stating the value of the Company's assets and liabilities, with an annex summarising the Company's commitments and the debts owed by its managers and shareholders to the Company.

13.3. Any shareholder may inspect the inventory and balance sheet at the registered office.

13.4. The balance sheet and profit and loss accounts must be approved in the following manner:

(i) if the number of shareholders of the Company does not exceed twenty-five (25), within six (6) months following the end of the relevant financial year either (a) at the annual General Meeting (if held) or (b) by way of Written Shareholders' Resolutions; or

(ii) if the number of shareholders of the Company exceeds twenty-five (25), at the annual General Meeting.

13.5. The annual General Meeting (if held) shall be held at the registered office or at any other place within the municipality of the registered office, as specified in the notice, within 6 (six) months from the closing of the financial year.

Art. 14. Auditors.

14.1. When so required by law, the Company's operations shall be supervised by one or more approved external auditors (réviseurs d'entreprises agréés). The shareholders shall appoint the approved external auditors, if any, and determine their number and remuneration and the term of their office.

14.2. If the number of shareholders of the Company exceeds twenty-five (25), the Company's operations shall be supervised by one or more commissaires (statutory auditors), unless the law requires the appointment of one or more approved external auditors (réviseurs d'entreprises agréés). The commissaires are subject to re-appointment at the annual General Meeting. They may or may not be shareholders.

Art. 15. Allocation of profits.

15.1. Five per cent (5%) of the Company's annual net profits must be allocated to the reserve required by law (the Legal Reserve). This requirement ceases when the Legal Reserve reaches an amount equal to ten per cent (10%) of the share capital.

15.2. The shareholders shall determine the allocation of the balance of the annual net profits. They may decide on the payment of a dividend, to transfer the balance to a reserve account, or to carry it forward in accordance with the applicable legal provisions.

15.3. Interim dividends may be distributed at any time, subject to the following conditions:

(i) the Board must draw up interim accounts;

(ii) the interim accounts must 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 the profits made since the end of the last financial year for which the annual accounts have been approved, if any, increased by profits carried forward and distributable reserves, and reduced by losses carried forward and sums to be allocated to the Legal Reserve;

(iii) within two (2) months of the date of the interim accounts, the Board must resolve to distribute the interim dividends; and

(iv) taking into account the assets of the Company, the rights of the Company's creditors must not be threatened by the distribution of an interim dividend.

If the interim dividends paid exceed the distributable profits at the end of the financial year, the Board has the right to claim the reimbursement of dividends not corresponding to profits actually earned and the shareholders must immediately refund the excess to the Company if so required by the Board.

VI. Dissolution - Liquidation

16.1. The Company may be dissolved at any time by a resolution of the shareholders adopted with the consent of a majority (in number) of shareholders owning at least three-quarters (3/4) of the share capital. The shareholders shall appoint one or more liquidators, who need not be shareholders, to carry out the liquidation, and shall determine their number, powers and remuneration. Unless otherwise decided by the shareholders, the liquidators shall have full power to realise the Company's assets and pay its liabilities.

16.2. The surplus (if any) after realisation of the assets and payment of the liabilities shall be distributed to the shareholders in proportion to the shares held by each of them.

VII. General provisions

17.1. Notices and communications may be made or waived, Managers' Circular Resolutions and Written Shareholders Resolutions may be evidenced, in writing, by fax, e-mail or any other means of electronic communication.

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

17.3. Signatures may be in handwritten or electronic form, provided they fulfil all legal requirements for being deemed equivalent to handwritten signatures. Signatures of the Managers' Circular Resolutions, the resolutions adopted by the Board by telephone or video conference or the Written Shareholders' Resolutions, as the case may be, may appear on one original or several counterparts of the same document, all of which taken together shall constitute one and the same document.

17.4. All matters not expressly governed by these Articles shall be determined in accordance with the applicable law and, subject to any non-waivable provisions of the law, with any agreement entered into by the shareholders from time to time.

Transitional provision

The Company's first financial year shall begin on the date of this deed and shall end on the thirty-first (31) December 2014.

Subscription and Payment

DIF ESP Luxembourg S.à r.l., represented as stated above, subscribes to twelve thousand five hundred (12,500) shares in registered form, having a nominal value of one euro (EUR 1) each, and agrees to pay them in full by way of contribution in cash of twelve thousand five hundred euro (EUR 12,500).

The amount of twelve thousand five hundred Euro (EUR 12,500) is at the Company's disposal and evidence of such amount 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 one thousand four hundred euro (EUR 1,400).

Resolutions of the sole shareholder

Immediately after the incorporation of the Company, the Sole Shareholder, representing the entire subscribed capital, adopted the following resolutions:

1. The following legal entity is appointed as manager of the Company for an indefinite period:

DIF Management Luxembourg S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 5, rue des Capucins, L-1313 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register, under number B 156.872.

2. The registered office of the Company is located at 5, rue des Capucins, L-1313 Luxembourg, Grand Duchy of Luxembourg.

Declaration

The undersigned notary, who understands and speaks English, states at the request of the appearing party, that this deed is drawn up in English, followed by a French version, and that in the case of discrepancies, the English version prevails.

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

The document having been read and translated to the appearing persons, the appearing persons signed together with the notary the present original deed.

Suit la traduction française du texte qui précède:

L'an deux mille quatorze, le neuf octobre.

Par devant Nous, Maître Martine SCHAEFFER, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg.

A COMPARU:

DIF ESP Luxembourg S.à r.l., une société à responsabilité limitée régie par les lois du Grand-Duché de Luxembourg, ayant son siège social à 5, rue des Capucins, L-1313 Luxembourg, en cours d'immatriculation auprès du Registre de Commerce et des Sociétés de Luxembourg, dûment représenté par son gérant unique DIF Management Luxembourg S.à r.l., une société à responsabilité limitée, ayant son siège social au 5, rue des Capucins, L-1313 Luxembourg, Grand-duché de Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 156.872 (l'Associé Unique);

ici représenté par Madame Corinne PETIT, employée, avec adresse professionnelle au 74, avenue Victor Hugo, L-1750 Luxembourg, en vertu d'une procuration donnée sous-seing-privé à Luxembourg.

Après avoir été signée ne varietur par le mandataire de la partie comparante et le notaire instrumentant, ladite procuration restera annexée au présent acte pour les formalités de l'enregistrement.

La partie comparante, représentée comme indiqué ci-dessus, a prié le notaire instrumentant d'acter de la façon suivante les statuts d'une société à responsabilité limitée qui est ainsi constituée:

I. Dénomination - Siège social - Objet - Durée

Art. 1 er . Dénomination. Le nom de la société est "DIF ESP Holding Luxembourg S.à r.l." (la Société). La Société est une société à responsabilité limitée régie par les lois du Grand-Duché de Luxembourg, et en particulier par la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (la Loi), ainsi que par les présents statuts (les Statuts).

Art. 2. Siège social.

2.1. Le siège social de la Société est établi à Luxembourg, Grand-Duché de Luxembourg. Il peut être transféré dans cette même commune par décision du conseil de gérance. Le siège social peut être transféré en tout autre endroit du Grand-Duché de Luxembourg par une résolution des associés, selon les modalités requises pour la modification des Statuts.

2.2. Il peut être créé des succursales, filiales ou autres bureaux tant au Grand-Duché de Luxembourg qu'à l'étranger par décision du conseil de gérance. Lorsque le conseil de gérance estime que des développements ou événements extraordinaires d'ordre politique ou militaire se sont produits ou sont imminents, et que ces développements ou événements sont de nature à compromettre les activités normales de la Société à son siège social, ou la communication aisée entre le siège social et l'étranger, le siège social peut être transféré provisoirement à l'étranger, jusqu'à cessation complète de ces circonstances. Ces mesures provisoires n'ont aucun effet sur la nationalité de la Société qui, nonobstant le transfert provisoire de son siège social, reste une société luxembourgeoise.

Art. 3. Objet social.

3.1. L'objet de la Société est la prise de participations, tant au Luxembourg qu'à l'étranger, dans toutes sociétés ou entreprises sous quelque forme que ce soit, et la gestion de ces participations. La Société peut notamment acquérir par souscription, achat et échange ou de toute autre manière tous titres, actions et autres valeurs de participation, obligations, créances, certificats de dépôt et autres instruments de dette, et plus généralement, toutes valeurs mobilières et instruments financiers émis par toute entité publique ou privée. Elle peut participer à la création, au développement, à la gestion et au contrôle de toute société ou entreprise. Elle peut en outre investir dans l'acquisition et la gestion d'un portefeuille de brevets ou d'autres droits de propriété intellectuelle de quelque nature ou origine que ce soit.

3.2. La Société peut emprunter sous quelque forme que ce soit, sauf par voie d'offre publique. Elle peut procéder, uniquement par voie de placement privé, à l'émission de billets à ordre, d'obligations et de tous types de titres et instruments de dette ou de capital. La Société peut prêter des fonds, y compris notamment les revenus de tous emprunts, à ses filiales, sociétés affiliées, ainsi qu'à toutes autres sociétés. La Société peut également consentir des garanties et nantir,

céder, grever de charges ou autrement créer et accorder des sûretés sur toute ou partie de ses actifs afin de garantir ses propres obligations et celles de toute autre société et, de manière générale, en sa faveur et en faveur de toute autre société ou personne. En tout état de cause, la Société ne peut effectuer aucune activité réglementée du secteur financier sans avoir obtenu l'autorisation requise.

3.3. La Société peut employer toutes les techniques et instruments nécessaires à une gestion efficace de ses investissements et à sa protection contre les risques de crédit, les fluctuations monétaires, les fluctuations de taux d'intérêt et autres risques.

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

Art. 4. Durée.

4.1. La Société est formée pour une durée indéterminée.

4.2. La Société ne sera pas dissoute en raison de la mort, de la suspension des droits civils, de l'incapacité, de l'insolvabilité, de la faillite ou de tout autre événement similaire affectant un ou plusieurs associés.

II. Capital - Parts sociales

Art. 5. Capital.

5.1. Le capital social est fixé à douze mille cinq cents euro (EUR 12.500), représenté par douze mille cinq cents (12.500) parts sociales sous forme nominative, ayant une valeur nominale d'un euro (EUR 1) chacune.

5.2. Le capital social peut être augmenté ou réduit à une ou plusieurs reprises par une résolution des associés, adoptée selon les modalités requises pour la modification des Statuts.

Art. 6. Parts sociales.

6.1. Les parts sociales sont indivisibles et la Société ne reconnaît qu'un (1) seul propriétaire par part sociale.

6.2. Les parts sociales sont librement cessibles entre associés.

6.3. Lorsque la Société a un associé unique, les parts sociales sont librement cessibles aux tiers.

6.4. Lorsque la Société a plus d'un associé, la cession des parts sociales (inter vivos) à des tiers est soumise à l'accord préalable des associés représentant au moins les trois-quarts du capital social.

6.5. Une cession de parts sociales ne sera opposable à l'égard de la Société ou des tiers, qu'après avoir été notifiée à la Société ou acceptée par celle-ci conformément à l'article 1690 du Code Civil luxembourgeois.

6.6. Un registre des associés est tenu au siège social et peut être consulté à la demande de chaque associé.

6.7. La Société peut racheter ses propres parts sociales à condition:

(i) qu'elle ait des réserves distribuables suffisantes à cet effet; ou

(ii) que le rachat résulte de la réduction du capital social de la Société.

III. Gestion - Représentation

Art. 7. Nomination et révocation des gérants.

7.1. La Société est gérée par un ou plusieurs gérants nommés par une résolution des associés, qui fixe la durée de leur mandat. Les gérants ne doivent pas nécessairement être associés.

7.2. Les gérants sont révocables à tout moment, avec ou sans raison, par une décision des associés.

Art. 8. Conseil de gérance

8.1. Si plusieurs gérants sont nommés, ils constitueront le conseil de gérance (le Conseil de Gérance).

8.2. Pouvoirs du conseil de gérance

(i) Tous les pouvoirs non expressément réservés par la Loi ou les Statuts aux associés sont de la compétence du Conseil, qui a tous les pouvoirs pour effectuer et approuver tous les actes et opérations conformes à l'objet social.

(ii) Des pouvoirs spéciaux ou limités peuvent être délégués par le Conseil à un ou plusieurs agents pour des tâches spécifiques.

8.3. Procédure

(i) Le Conseil se réunit sur convocation d'un gérant au lieu indiqué dans l'avis de convocation, qui en principe, sera au Luxembourg.

(ii) Il sera donné à tous les gérants une convocation écrite de toute réunion du Conseil au moins vingt-quatre (24) heures à l'avance, sauf en cas d'urgence, auquel cas la nature et les circonstances de cette urgence seront mentionnées dans la convocation à la réunion.

(iii) Aucune convocation n'est requise si tous les membres du Conseil sont présents ou représentés et si chacun d'eux déclare avoir parfaitement connaissance de l'ordre du jour de la réunion. Un gérant peut également renoncer à la convocation à une réunion, que ce soit avant ou après ladite réunion. Des convocations écrites séparées ne sont pas exigées pour des réunions se tenant dans des lieux et à des heures fixés dans un calendrier préalablement adopté par le Conseil.

(iv) Un gérant peut donner une procuration à un autre gérant afin de le représenter à toute réunion du Conseil.

(v) Le Conseil ne peut délibérer et agir valablement que si la majorité de ses membres sont présents ou représentés. Les décisions du Conseil sont valablement adoptées à la majorité des voix des gérants présents ou représentés. Les décisions du Conseil sont consignées dans des procès-verbaux signés par le président de la réunion ou, si aucun président n'a été nommé, par tous les gérants présents ou représentés.

(vi) Tout gérant peut participer à toute réunion du Conseil par téléphone ou visio-conférence ou par tout autre moyen de communication permettant à l'ensemble des personnes participant à la réunion de s'identifier, de s'entendre et de se parler. La participation par un de ces moyens équivaut à une participation en personne à une réunion valablement convoquée et tenue.

(vii) Des résolutions circulaires signées par tous les gérants (des Résolutions Circulaires des Gérants) sont valables et engagent la Société comme si elles avaient été adoptées lors d'une réunion du Conseil valablement convoquée et tenue et portent la date de la dernière signature.

8.4. Représentation

(i) La Société est engagée vis-à-vis des tiers en toutes circonstances par la signature de tout gérant.

(ii) La Société est également engagée vis-à-vis des tiers par la signature de toute(s) personne(s) à qui des pouvoirs spéciaux ont été délégués par le Conseil.

Art. 9. Gérant unique. Si la Société est gérée par un gérant unique, toute référence dans les Statuts au Conseil ou aux gérants doit être considérée, le cas échéant, comme une référence au gérant unique.

Art. 10. Responsabilité des gérants. Les gérants ne contractent, à raison de leur fonction, aucune obligation personnelle concernant les engagements régulièrement pris par eux au nom de la Société, dans la mesure où ces engagements sont conformes aux Statuts et à la Loi.

IV. Associé(s)

Art. 11. Assemblées générales des associés et résolutions écrites des associés.

11.1. Pouvoirs et droits de vote

(i) Sauf lorsque des résolutions sont adoptées conformément à l'article 11.1. (ii), les résolutions des associés sont adoptées en assemblée générale des associés (chacune une Assemblée Générale).

(ii) Si le nombre des associés de la Société ne dépasse pas vingt-cinq (25), les résolutions des associés peuvent être adoptées par écrit (des Résolutions Ecrites des Associés).

(iii) Chaque part sociale donne droit à un (1) vote.

11.2. Convocations, quorum, majorité et procédure de vote

(i) Les associés peuvent être convoqués aux Assemblées Générales à l'initiative du Conseil. Le Conseil doit convoquer une Assemblée Générale à la demande des associés représentant plus de dix pourcent (10%) du capital social.

(ii) Une convocation écrite à toute Assemblée Générale est donnée à tous les associés au moins huit (8) jours avant la date de l'assemblée, sauf en cas d'urgence, auquel cas, la nature et les circonstances de cette urgence doivent être précisées dans la convocation à ladite assemblée.

(iii) Si des résolutions sont adoptées par écrit, le Conseil communique le texte des résolutions à tous les associés. Les associés votent par écrit et envoient leur vote à la Société endéans le délai fixé par le Conseil. Chaque gérant est autorisé à compter les votes.

(iv) Les Assemblées Générales sont tenues au lieu et heure précisés dans les convocations.

(v) Si tous les associés sont présents ou représentés et se considèrent comme ayant été valablement convoqués et informés de l'ordre du jour de l'assemblée, l'Assemblée Générale peut se tenir sans convocation préalable.

(vi) Un associé peut donner une procuration écrite à toute autre personne, associé ou non, afin de le représenter à toute Assemblée Générale.

(vii) Les décisions de l'Assemblée Générale sont adoptées par des associés détenant plus de la moitié du capital social. Si cette majorité n'est pas atteinte à la première Assemblée Générale, les associés sont convoqués par lettre recommandée à une seconde Assemblée Générale et les décisions sont adoptées par l'Assemblée Générale à la majorité des voix exprimées, sans tenir compte de la proportion du capital social représenté.

(viii) Les Statuts ne peuvent être modifiés qu'avec le consentement de la majorité (en nombre) des associés détenant au moins les trois-quarts du capital social.

(ix) Tout changement de nationalité de la Société ainsi que toute augmentation de l'engagement d'un associé dans la Société exige le consentement unanime des associés.

(x) Des Résolutions Ecrites des Associés sont adoptées avec le quorum de présence et de majorité détaillés ci-avant. Elles porteront la date de la dernière signature reçue endéans le délai fixé par le Conseil.

Art. 12. Associé unique. Dans le cas où le nombre des associés est réduit à un (1):

(i) l'associé unique exerce tous les pouvoirs conférés par la Loi à l'Assemblée Générale;

(ii) toute référence dans les Statuts aux associés, à l'Assemblée Générale ou aux Résolutions Circulaires des Associés doit être considérée, le cas échéant, comme une référence à l'associé unique ou aux résolutions de ce dernier; et

(iii) les résolutions de l'associé unique sont consignées dans des procès-verbaux ou rédigées par écrit.

V. Comptes annuels - Affectation des bénéfices - Contrôle

Art. 13. Exercice social et approbation des comptes annuels.

13.1. L'exercice social commence le premier (1) janvier et se termine le trente et un (31) décembre de chaque année.

13.2. Chaque année, le Conseil doit dresser le bilan et le compte de profits et pertes, ainsi qu'un inventaire indiquant la valeur des actifs et passifs de la Société, avec une annexe résumant les engagements de la Société ainsi que les dettes du gérant et de l'associé envers la Société.

13.3. Tout associé peut prendre connaissance de l'inventaire et du bilan au siège social.

13.4. Le bilan et le compte de profits et pertes doivent être approuvés de la façon suivante:

(i) si le nombre des associés de la Société ne dépasse pas vingt-cinq (25), dans les six (6) mois de la clôture de l'exercice social en question, soit (a) par l'Assemblée Générale annuelle (si elle est tenue), soit (b) par voie de Résolutions Ecrites des Associés; ou

(ii) si le nombre des associés de la Société dépasse vingt-cinq (25), par l'Assemblée Générale annuelle.

13.5. L'Assemblée Générale annuelle (si elle a lieu) se tient à l'adresse du siège social ou en tout autre lieu dans la municipalité du siège social, comme indiqué dans la convocation, dans les six (6) mois suivant la clôture de l'exercice comptable.

Art. 14. Commissaires / réviseurs d'entreprises.

14.1. Les opérations de la Société sont contrôlées par un ou plusieurs réviseurs d'entreprises agréés, dans les cas prévus par la loi. Les associés nomment les réviseurs d'entreprises agréés, s'il y a lieu, et déterminent leur nombre, leur rémunération et la durée de leur mandat.

14.2. Si la Société a plus de vingt-cinq (25) associés, ses opérations sont surveillées par un ou plusieurs commissaires, à moins que la loi ne requière la nomination d'un ou plusieurs réviseurs d'entreprises agréé(s). Les commissaires sont sujets à la renomination par l'Assemblée Générale annuelle. Ils peuvent être associés ou non.

Art. 15. Affectation des bénéfices.

15.1. Cinq pour cent (5 %) des bénéfices nets annuels de la Société sont affectés à la réserve requise par la Loi (la Réserve Légale). Cette affectation cesse d'être exigée quand la Réserve Légale atteint dix pour cent (10 %) du capital social.

15.2. Les associés décident de l'affectation du solde des bénéfices nets annuels. Ils peuvent allouer ce bénéfice au paiement d'un dividende, l'affecter à un compte de réserve ou le reporter en respectant les dispositions légales applicables.

15.3. Des dividendes intérimaires peuvent être distribués à tout moment, aux conditions suivantes:

(i) des comptes intérimaires sont établis par le Conseil;

(ii) ces comptes intérimaires doivent montrer que suffisamment de bénéfices et autres réserves (y compris la prime d'émission) sont disponibles pour une distributions, étant entendu que le montant à distribuer ne peut excéder le montant des bénéfices réalisés depuis la fin du dernier exercice social dont les comptes annuels ont été approuvés, le cas échéant, augmenté des bénéfices reportés et des réserves distribuables, et réduit par les pertes reportées et les sommes à affecter à la réserve légale;

(iii) la décision de distribuer les dividendes intérimaires doit être adoptée par le Conseil dans les deux (2) mois suivant la date des comptes intérimaires; et

(iv) compte tenu des actifs de la Société, les droits des créanciers de la Société ne doivent pas être menacés.

Si les dividendes intérimaires qui ont été distribués excèdent les bénéfices distribuables à la fin de l'exercice social, le Conseil a le droit de réclamer la répétition des dividendes ne correspondant pas à des bénéfices réellement acquis et les associés doivent immédiatement reverser l'excès à la Société à la demande du Conseil.

VI. Dissolution - Liquidation

16.1. La Société peut être dissoute à tout moment, par une résolution des associés adoptée par la majorité (en nombre) des associés détenant au moins les trois-quarts (3/4) du capital social. Les associés nommeront un ou plusieurs liquidateurs, qui n'ont pas besoin d'être associés, pour réaliser la liquidation et détermineront leur nombre, pouvoirs et rémunération. Sauf décision contraire des associés, les liquidateurs sont investis des pouvoirs les plus étendus pour réaliser les actifs et payer les dettes de la Société.

16.2. Le boni de liquidation après la réalisation des actifs et le paiement des dettes, s'il y en a, est distribué aux associés proportionnellement aux parts sociales détenues par chacun d'entre eux.

VII. Dispositions générales

17.1. Les convocations et communications, ainsi que les renonciations à celles-ci, peuvent être faites, et les Résolutions Circulaires des Gérants ainsi que les Résolutions Ecrites des Associés peuvent être établies par écrit, par téléfax, e-mail ou tout autre moyen de communication électronique.

17.2. Les procurations peuvent être données par tout moyen mentionné ci-dessus. Les procurations relatives aux réunions du Conseil peuvent également être données par un gérant conformément aux conditions acceptées par le Conseil.

17.3. Les signatures peuvent être sous forme manuscrite ou électronique, à condition de satisfaire aux conditions légales pour être assimilées à des signatures manuscrites. Les signatures des Résolutions Circulaires des Gérants, des résolutions adoptées par le Conseil par téléphone ou visioconférence et des Résolutions Ecrites des Associés, selon le cas, sont apposées sur un original ou sur plusieurs copies du même document, qui ensemble, constituent un seul et unique document.

17.4. Pour tous les points non expressément prévus par les Statuts, il est fait référence à la loi et, sous réserve des dispositions légales d'ordre public, à tout accord présent ou futur conclu entre les associés.

Disposition transitoire

Le premier exercice social de la Société commence à la date du présent acte et s'achèvera le 31 décembre 2014.

Souscription et libération

DIF ESP Luxembourg S.à r.l., représenté comme indiqué ci-dessus, déclare souscrire à douze mille cinq cents (12.500) parts sociales sous forme nominative, d'une valeur nominale d'un euro (EUR 1) chacune, et de les libérer intégralement par un apport en numéraire d'un montant de douze mille cinq cents euros (EUR 12.500).

Le montant de douze mille cinq cents euros (EUR 12.500) est à la disposition de la Société, comme il a été prouvé au notaire instrumentant.

Frais

Les dépenses, coûts, honoraires et charges de toutes sortes qui incombent à la Société du fait de sa constitution s'élèvent approximativement à mille quatre cents euros (EUR 1.400).

Résolutions de l'associé unique

Immédiatement après la constitution de la Société, l'associé unique de la Société, représentant l'intégralité du capital social souscrit, a pris les résolutions suivantes:

1. La société suivante est nommée en tant que gérant de la Société pour une durée illimitée:

DIF Management Luxembourg S.à r.l., une société à responsabilité limitée, ayant son siège social au 5, rue des Capucins, L-1313 Luxembourg, Grand-duché de Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro, B 156.872.

2. Le siège social de la Société est situé au 5, rue des Capucins, L-1313 Luxembourg, Grand- duché de Luxembourg.

Déclaration

Le notaire soussigné, qui comprend et parle l'anglais, déclare à la requête des parties comparantes que le présent acte est rédigé en anglais, suivi d'une traduction française et que, en cas de divergences, la version anglaise fait foi.

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

Et après lecture faite et interprétation donnée aux mandataires de la partie comparante, connus du notaire par noms, prénoms usuels, état et demeure, ils ont signé avec le notaire la présente minute.

Signé: C. Petit et M. Schaeffer.

Enregistré à Luxembourg A.C., le 17 octobre 2014. LAC/2014/48598. Reçu soixante-quinze euros (75.- €)

Le Receveur (signé): Irène Thill.

POUR COPIE CONFORME, délivrée à la demande de la prédite société, sur papier libre, aux fins de publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 23 octobre 2014.

Référence de publication: 2014164689/499.

(140188084) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 octobre 2014.

Luxe Taste & Style Publishing S.à r.l., Société à responsabilité limitée.

Siège social: L-6230 Bech, 4a, rue de Consdorf.

R.C.S. Luxembourg B 191.218.

—

STATUTS

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

Par-devant Maître Léonie GRETHEN, notaire de résidence à Luxembourg.

ONT COMPARU:

1. Madame Jeanne dite Bibi WINTERSDORF, épouse MAFFEI, journaliste, née à Esch-sur-Alzette le 29 avril 1963, demeurant à L-6230 Bech, 4a, rue de Consdorf, et

2. Madame Lena Coleen KLAGES, épouse SCHORTGEN, éditrice, née à Francfort-sur-le-Main (Allemagne) le 2 octobre 1982, demeurant à L-4968 Schouweiler, 1, Rue Charly Gaul.

Lesquelles comparantes ont requis le notaire instrumentant de dresser acte d'une société à responsabilité limitée de droit luxembourgeois, dont elles ont arrêté les statuts comme suit:

Art. 1 er . Il est formé par les présentes une société à responsabilité limitée de droit luxembourgeois sous la dénomination de Luxe Taste & Style Publishing S.à r.l.

Art. 2. Le siège social est établi dans la commune de Bech.

Le siège social peut être transféré à l'intérieur de la même commune par simple décision du gérant ou, en cas de pluralité de gérants, du Conseil de gérance, et en tout endroit du Grand-Duché de Luxembourg aux termes d'une décision prise par assemblée tenue dans les formes prescrites pour les modifications des statuts.

Art. 3. La société a pour objet la rédaction, la publication, et la distribution de magazines et de livres tant au Luxembourg qu'à l'étranger.

La Société pourra exercer toutes activités de nature commerciale, industrielle ou financière estimées utiles pour l'accomplissement de son objet.

Art. 4. La société est constituée pour une durée indéterminée.

Art. 5. Le capital social est fixé à douze mille cinq cents euros (EUR 12.500,-) représenté par cent parts sociales (100) de cent vingt-cinq euros (EUR 125.-), chacune.

Art. 6. Les parts sociales ne peuvent être cédées entre vifs à des non-associés qu'avec l'agrément donné en assemblée générale des associés représentant au moins les trois quarts du capital social.

En cas de pluralité d'associés, les parts sociales sont cessibles sous réserve de la stricte observation des dispositions énoncées à l'article 189 de la loi modifiée du 10 août 1915 sur les sociétés commerciales.

Art. 7. Les cessions de parts sont constatées par un acte authentique ou sous seing privé. Toutefois, elles ne sont opposables à la société et aux tiers qu'après avoir été signifiées à la société ou acceptées par elle dans un acte notarié conformément aux dispositions de l'article 1690 du Code Civil.

Art. 8. La Société est gérée par un ou plusieurs gérants. Si plusieurs gérants sont nommés, ils constitueront un conseil de gérance. Le(s) gérants ne sont pas obligatoirement associés. Le(s) gérant(s) sont révocables à tout moment par l'assemblée générale.

Les pouvoirs du/des gérant seront déterminés par l'assemblée générale lors de sa/leur nomination.

Art. 9. Chaque part sociale du capital donne droit à une voix.

Les décisions de l'assemblée générale ne sont valablement prises qu'autant qu'elles sont adoptées par les associés représentant plus de la moitié du capital social.

Les délibérations qui portent modifications des statuts ne sont valablement prises que par la majorité des associés représentant les trois quarts (3/4) du capital social.

Art. 10. La société n'est pas dissoute par le décès, l'interdiction, la faillite ou la déconfiture d'un associé.

En cas de décès d'un associé, la société continuera avec les associés survivants, sous réserve des dispositions de l'article 6 des présents statuts.

Les héritiers, ayant droit ou créanciers d'un associé ne peuvent, pour quelque motif que ce soit et sous aucun prétexte, requérir l'apposition des scellés sur les biens, papier et valeurs de la société, ni s'immiscer en aucune manière dans les actes de son administration. Ils doivent, pour l'exercice de leurs droits, s'en rapporter aux inventaires sociaux.

Art. 11. L'année sociale commence le premier janvier et finit le trente et un décembre de chaque année.

Art. 12. Chaque année, au 31 décembre, les comptes sont arrêtés et le ou les gérants dressent un inventaire comprenant l'indication des valeurs actives et passives de la société. Tout associé peut prendre communication au siège social de l'inventaire et du bilan.

Art. 13. Les produits de la société, constatés dans l'inventaire annuel, déduction faite des frais généraux, amortissements et charges, constituent le bénéfice net. Sur le bénéfice net, il est prélevé cinq pour cent (5%) pour la constitution d'un fonds de réserve jusqu'à celui-ci atteigne dix pour cent (10%) du capital social. Le solde est à la libre disposition de l'assemblée générale.

Art. 14. Lors de la dissolution de la société, la liquidation sera faite par un ou plusieurs liquidateurs, associés ou non, nommés par l'associé(e) unique ou les associés qui fixeront leurs pouvoirs et leurs émoluments.

Art. 15. Pour tous les points non prévus aux présents statuts, les parties se réfèrent et se soumettent aux dispositions légales régissant la matière et notamment aux lois du 10 août 1915 et du 18 septembre 1933.

Disposition transitoire:

Par dérogation le premier exercice social commence aujourd'hui et finira le 31 décembre 2014.

Souscription et libération:

Toutes les parts sociales ont été souscrites et libérées comme suit:

1.- Madame Bibi WINTERSDORF, préqualifiée,	50 parts
2.- Madame Lena Coleen KLAGES, préqualifiée,	50 parts
TOTAL: cent parts sociales	100 parts

La libération intégrale du capital social a été faite par des versements en espèces, de sorte que la somme de douze mille cinq cents euros (EUR 12.500,-) se trouve à la libre disposition de la Société, ainsi qu'il en a été justifié au notaire soussigné, qui le constate expressément.

Frais

Les frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge à raison des présentes, sont évalués sans nul préjudice à la somme neuf cents euros (EUR 900,-).

Assemblée générale extraordinaire

Les comparantes qualifiées ci-avant, représentant l'intégralité du capital social souscrit, se considérant comme dûment convoquées, se sont ensuite constituées en assemblée générale extraordinaire.

Après avoir constaté que la présente assemblée était régulièrement constituée, elles ont pris à l'unanimité des voix les résolutions suivantes:

1. Sont nommés gérants de la société, pour une durée indéterminée:

- Madame Bibi WINTERSDORF, née à Esch-sur-Alzette le 29 avril 1963, demeurant à L-6230 Bech, 4a, rue de Consdorf, gérante technique;

- Madame Lena Coleen KLAGES, née à Francfort-sur-le-Main (Allemagne) le 2 octobre 1982, demeurant à L-4968 Schouweiler, 1, Rue Charly Gaul, gérante administrative.

La société est en toutes circonstances valablement engagée par la signature conjointe des deux gérantes.

2. L'adresse du siège social de la société est établie à L-6230 Bech, 4a, rue de Consdorf.

L'attention des comparantes a été attirée par le notaire instrumentaire sur la nécessité d'obtenir des autorités compétentes les autorisations requises afin d'exercer les activités telles que décrites à l'article trois des présentes.

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

Et après lecture faite et interprétation donnée aux comparantes, connues du notaire instrumentaire par leur nom, prénom, état et demeure, elles ont signé avec Nous, notaire, le présent acte.

Signé: Wintersdorf, Klages, GRETHEN.

Enregistré à Luxembourg Actes Civils, le 23 octobre 2014. Relation: LAC/2014/49490. Reçu soixante-quinze euros (75,00 €).

Le Receveur (signé): Irène Thill.

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

Luxembourg, le 23 octobre 2014.

Référence de publication: 2014164878/100.

(140188245) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 octobre 2014.

Editeur: Service Central de Législation, 43, boulevard F.-D. Roosevelt, L-2450 Luxembourg
Imprimeur: Association momentanée Imprimerie Centrale / Victor Buck