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° 1466 **11 juin 2015**

SOMMAIRE

Lion/Seneca Lux 2 S.A., Société Anonyme.

Siège social: L-1748 Luxembourg, 7, rue Lou Hemmer.

R.C.S. Luxembourg B 169.596.

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L'an deux mille quinze, le seize mars,

par-devant Maître Marc Loesch, notaire de résidence à Mondorf-les-Bains, Grand-Duché de Luxembourg,

a comparu:

Lion/Seneca Lux 1 S.à r.l., une société à responsabilité limitée, constituée et existant en vertu des lois du Luxembourg, ayant son siège social au 6, rue Eugène Ruppert, L-2453 Luxembourg, inscrite auprès du Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 154.178 (ci-après l'«Actionnaire Unique»),

ici représentée par Madame Elke Leenders, avec adresse professionnelle au 7, rue Lou Hemmer à L-1748 Luxembourg-Findel,

en vertu d'une procuration sous seing privé donnée à Luxembourg, le 13 mars 2015.

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

La comparante est l'actionnaire unique de Lion/Seneca Lux 2 S.A. (ci-après la «Société»), une société anonyme, ayant son siège social au 6, rue Eugène Ruppert, L-2453 Luxembourg, inscrite auprès du Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 169.596, constituée suivant acte notarié en date du 7 mai 2012, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 1817 du 19 juillet 2012.

Les statuts ont été modifiés pour la dernière fois suivant acte notarié en date du 5 mai 2014, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 2085 du 7 août 2014.

L'Actionnaire Unique, représenté comme indiqué ci-dessus, représentant l'intégralité du capital social de la Société, a ensuite requis le notaire soussigné de prendre acte de ses résolutions, avec effet en date du 16 mars 2015, comme suit:

Première résolution:

L'Actionnaire Unique décide de transférer le siège social de la Société du 6, rue Eugène Ruppert, L-2453 Luxembourg au 7, rue Lou Hemmer, L-1748 Luxembourg-Findel.

Deuxième résolution:

En conséquence de la résolution qui précède, l'Actionnaire Unique décide de modifier, dans les versions anglaise et française, la première phrase du premier alinéa de l'article 4 des statuts de la Société pour lui donner désormais la teneur suivante:

Version anglaise:

"The Company has its registered office in the Municipality of Niederanven, Grand Duchy of Luxembourg."

Version française:

«Le siège social de la Société est établi dans la Municipalité de Niederanven, Grand-Duché de Luxembourg.»

Troisième résolution:

L'Actionnaire Unique décide d'accepter les résignations de:

- Monsieur Carsten Söns, né le 16 novembre 1975 à Düsseldorf, Allemagne, avec adresse professionnelle au 6, rue Eugène Ruppert, L-2453 Luxembourg;

- Monsieur Richard Brekelmans, né le 12 septembre 1960 à Amsterdam, Pays-Bas, avec adresse professionnelle au 6, rue Eugène Ruppert, L-2453 Luxembourg; et

- Monsieur Michael Verhulst, né le 25 août 1969 à Almelo, Pays-Bas, avec adresse professionnelle au 6, rue Eugène Ruppert, L-2453 Luxembourg,

comme administrateurs de classe B de la Société.

Quatrième résolution:

L'Actionnaire Unique décide de nommer les personnes suivantes comme nouveaux administrateurs de classe B de la Société pour une durée illimitée:

Administrateurs de classe B:

- Madame Dalia Bleyer, née le 17 juin 1983 à Alytus, Lituanie, avec adresse professionnelle au 7, rue Lou Hemmer à L-1748 Luxembourg-Findel;

- Monsieur Ganash Lokanathen, né le 5 juillet 1978 à Pahang, Malaisie, avec adresse professionnelle au 7, rue Lou Hemmer à L-1748 Luxembourg-Findel; et

- Monsieur James Lees, né le 31 janvier 1978 à Belfast, Royaume-Uni, avec adresse professionnelle au 7, rue Lou Hemmer à L-1748 Luxembourg-Findel.

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

Et après lecture faite et interprétation donnée au mandataire de la comparante, connu du notaire soussigné par ses nom, prénom usuel, état et demeure, ledit mandataire a signé avec le notaire le présent acte.

Signé: E. Leenders, M. Loesch.

Enregistré à Grevenmacher, Actes Civils, le 17 mars 2015. GAC/2015/2240. Reçu soixante-quinze euros (75,00 €).

Le Receveur (signé): G. SCHLINK.

Pour expédition conforme.

Mondorf-les-Bains, le 14 avril 2015.

Référence de publication: 2015058295/64.

(150066898) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 avril 2015.

Partners Group Direct Infrastructure 2015 (EUR) S.C.A., SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-2180 Luxembourg, 2, rue Jean Monnet.

R.C.S. Luxembourg B 197.147.

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STATUTES

In the year two thousand and fifteen, on the twenty-first of May.

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

There appeared:

1. Partners Group Management III S.à r.l., a private limited liability company incorporated under the laws of Luxembourg with its registered office at 2, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 163.994, represented by Mrs Arlette Siebenaler, employee, professionally residing in Luxembourg, pursuant to a proxy dated May 20, 2015; and

2. Partners Group Finance EUR IC Limited, Tudor House, Le Bordage, St. Peter Port, GY1 6BD Guernsey, represented by Mrs Arlette Siebenaler, prenamed, pursuant to a proxy dated May 19, 2015.

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

Such appearing parties, in the capacity in which they act, have requested the notary to state as follows the articles of association of a société en commandite par actions which they form between themselves:

Art. 1. Establishment. There exists among the subscribers and all those who become owners of Shares hereafter issued, a company in the form of a société en commandite par actions with variable capital organised as an investment company with variable capital - specialised investment fund (société d'investissement à capital variable - fonds d'investissement spécialisé) governed by the law of 10 th August 1915 on commercial companies, as amended, ("1915 Law"), the law of 13 th February 2007 on specialised investment funds, as amended (the "2007 Law") and the Articles, and qualifying as alternative investment fund within the meaning of article 1 (39) of the law of 12 th July 2013 on alternative investment fund managers (the "2013 Law") under the name of "Partners Group Direct Infrastructure 2015 (EUR) S.C.A., SICAV-SIF" (the "Fund").

Art. 2. Term. The Fund is established for a period expiring on 31 st December 2027, provided that the Fund by Shareholder Resolution (according to the term defined hereafter) taken under the conditions for amendments of these Articles may be dissolved prior to this date or continued for up to 3 (three) additional one-year periods.

Art. 3. Purpose.

(a) The object of the Fund is to make investments in infrastructure assets and in other instruments with similar characteristics on a global basis permitted by the 2007 Law, with the purpose of spreading investment risks and affording its investors the results of the management of its portfolio.

(b) The Fund may take any measures and carry out any operation, which it may deem useful in the development and accomplishment of its purpose including (i) to seek financing in any form and (ii) to grant guarantees by way of mortgage, charge, pledge, assignment of a security interest or otherwise in all or any of its assets including Remaining Commitments (including for the avoidance of doubt any of the claims) of the Fund to secure the obligations of the Fund towards its Shareholders or third parties each time to the full extent permitted by the 2007 Law, provided that the other provisions of these Articles will be complied with.

Art. 4. Registered Office. The registered office of the Fund is established in Luxembourg City, in the Grand Duchy of Luxembourg. Branches or other offices may be established in Luxembourg by resolution of the General Partner. If and to the extent permitted by law, the General Partner may decide to transfer the registered office to any other place in the Grand Duchy of Luxembourg.

Art. 5. Share Capital.

(a) The share capital of the Fund shall be represented by Shares without nominal value and shall at all times be equal to the Fund's total net assets.

(b) The Fund is incorporated with the minimum share capital provided by law.

(c) The General Partner may delegate to any duly authorized officer of the Fund or to any other duly authorized person, the duty of accepting subscriptions and of delivering and receiving payment for Shares issued.

(d) The share capital of the Fund shall be represented by the following classes of Shares:

(i) Ordinary Shares issued to Investors, generally for a subscription price of one thousand Euros (EUR 1,000); and

(ii) General Partner Shares issued to the General Partner, generally for a subscription price of one Euro cent (EUR 0.01).

(e) No preferential subscription rights are granted.

(f) The General Partner may fully or partially return to Shareholders the amounts paid in connection with the subscription of Shares, provided that such amounts may be recallable at times and under the conditions determined by the General Partner.

(g) The total amounts contributed to the Fund by a Shareholder are referred to as "Contributions".

(h) The General Partner will determine the dates of the share offerings of the Fund for the admission of additional Investors (each a "Share Offering"), and may hold further Share Offerings over a period of eighteen months following the initial Share Offering. The Share Offering period may, in the discretion of the General Partner, be extended by up to 12 months.

(i) The General Partner acting on behalf of the Fund has full discretion to organize the procedures relating to closings, drawdowns and payments upon drawdown.

(j) The minimum capital, as defined in the 2007 Law, which must be achieved within twelve months after the date on which the Fund has been authorised as a société d'investissement à capital variable - fonds d'investissement spécialisé under Luxembourg law, shall be one million two hundred fifty thousand Euros (EUR 1,250,000).

Art. 6. The General Partner.

(a) The "associé-gérant-commandité" of the Fund shall be Partners Group Management III S.à r.l., a company organised under the laws of Luxembourg (the "General Partner"). The General Partner has appointed Partners Group (UK) Limited as the authorized alternative investment fund manager of the Fund (the "Manager") within the meaning of the 2013 Law and the AIFMD, who will be responsible for the portfolio and risk management of the Fund.

(b) The General Partner is jointly and severally liable for all liabilities to third parties which cannot be met out of the assets of the Fund. The General Partner shall not be liable on its own assets for the payment of (i) any distributions to Shareholders or (ii) the return of Contributions to Investors.

Art. 7. Liability of Investors and Disclosure to Investors.

(a) The Investors are not permitted to act on behalf of the Fund in any manner or capacity other than by exercising their rights at Shareholder meetings and as permitted by applicable laws and regulations.

(b) The Investors shall be solely liable for payment to the Fund of (i) the subscription price on any Ordinary Shares and any Remaining Commitment (according to the term defined hereafter), (ii) the return of distributions, (iii), if applicable, an Entry Charge (according to the term defined hereafter) and (iv) its obligation to pay withholding tax amounts where applicable. For the avoidance of doubt, the General Partner may allocate any withholding or other taxes imposed on the Fund that result from (i) an Investor's/Shareholder's participation in the Fund or (ii) an Investor's/Shareholder's failure to provide any requested information under the United States Foreign Account Tax Compliance Act of 2010 or similar laws, to such Investor/Shareholder pro-rata its relevant Contribution.

(c) To the extent the Prospectus will not directly include the information to be provided to Investors, particularly pursuant to Article 23 of the AIFMD respectively Article 21 of the 2013 Law, before they invest in the Fund, such information will be made available at the Fund's or the Manager's registered office and the Prospectus will indicate how and where the information can be obtained.

Art. 8. Share Register.

(a) All issued Shares of the Fund shall be recorded in the Shareholder register (the "Register"). The Register shall contain the name of each Shareholder, their residence, registered office or elected domicile, the number and class of Shares held, the amount paid in on the Shares.

(b) Until notices to the contrary have been received by the Fund, it may treat the information contained in the Register as accurate and up-to-date and may in particular use the inscribed addresses for the sending of notices and announcements and the inscribed banking account details for the making of any payments.

(c) The General Partner will appoint an entity responsible for the maintenance of the Register.

(d) Transfers of Shares shall be effected by inscription of the transfer in the Register upon delivery to the Fund of a completed transfer form together with evidence that (i) the purchaser has assumed all obligations in connection with the Remaining Commitment relating to the respective Interest and such other documentation as the Fund may require or (ii) the seller continues to assume all obligations in connection with the Remaining Commitment.

(e) Investors may transfer fully paid Ordinary Shares to Eligible Investors (according to the term defined hereafter). Their Remaining Commitment (according to the term defined hereafter) may be transferred to the extent the transferee is (i) creditworthy, as determined by the General Partner, and (ii) eligible in accordance with the provisions of the 2007 Law.

To the extent that, and as long as, a respective Interest is part of a German insurance company's or a German pension fund's "committed asset" ("Sicherungsvermögen") as defined in Sec. 66 of the German Insurance Supervisory Act, as may be amended from time to time ("Versicherungsaufsichtsgesetz") or "other committed asset" ("Sonstiges gebundenes Vermögen" as defined in Sec. 54 para 1 or Sec. 115 of the German Insurance Supervisory Act, as may be amended from time to time), such Interest shall not be disposed of without the prior written consent of the trustee ("Treuhänder") appointed in accordance with Sec. 70 of the German Insurance Supervisory Act, as may be amended from time to time, or by the trustee's authorized deputy.

However, notwithstanding the above, any Interest that is directly or indirectly held by a German insurance company or a German pension fund and that is part of their committed assets is freely transferable and such transfer will not require the approval of the General Partner provided the transferee is an Eligible Investor and executes the necessary documentation. Upon the transfer of any Interest that is directly or indirectly held by a Shareholder that is a German insurance company or German pension fund, the transferee shall accept and become solely responsible for all liabilities and obligations relating to such Interest held and the transferor shall be released from and shall have no further liability in respect of the Fund.

(f) Fractions of Shares may be issued up to three decimal places.

(g) Shares will only be issued as registered securities.

(h) Shares will be available in book-entry form. No certificates will be issued.

Art. 9. Commitment.

(a) Investors will irrevocably undertake to subscribe for Ordinary Shares in an amount as set out in the Subscription Agreement (each a "Commitment").

(b) Investors are subject to a minimum Commitment as defined by the General Partner from time to time.

(c) The Commitment made by each Investor will be payable in instalments by subscribing for additional Shares in the Fund. Prior to each Contribution, the General Partner will issue a drawdown notice advising Investors of the portion of their Commitment required to be contributed to the Fund and the corresponding number of Shares that will be issued, whereupon such amount shall be payable within ten (10) calendar days, in cash denominated in Euro, and the relevant number of Shares shall be issued to Investors on a pro-rata basis (each such event of drawing down capital being a "Drawdown").

(d) Drawdowns will be made in proportion to the Commitment of each Investor, as needed to satisfy the capital requirements of the Fund's investments, to permit the payment of fees and expenses and any other obligations of the Fund and to maintain a reserve for the operating expenses of the Fund.

Art. 10. Eligible Investor.

(a) The General Partner on behalf of the Fund may, at its discretion, restrict or prevent the ownership of Shares in the Fund by any person, firm or corporate body.

(b) Only Eligible Investors are permitted to hold an Interest in the Fund.

(c) The General Partner may, at its discretion, delay the acceptance of any application for an Interest until such time as sufficient documentation has been provided verifying that the applicant qualifies as an Eligible Investor.

(d) If the Fund determines that an Investor is no longer an Eligible Investor or an Ordinary Shareholder is not an Eligible Investor or no longer an Eligible Investor, or if an Investor/Ordinary Shareholder is in breach of its obligations, representations or warranties, or fails to make such representations or warranties or fails to deliver information (for example as required under the United States Foreign Account Tax Compliance Act of 2010 or similar law) as the General Partner may require, the General Partner may implement option A) or B) at its sole discretion:

A) require/cause such Investor or Ordinary Shareholder to sell all or part of its Interest at a price determined in accordance with the following provisions:

(i) the Fund shall serve a notice (the "Purchase Notice") upon the Investor, specifying the Interest to be purchased as aforesaid, the price to be paid for such Interest (the "Purchase Price"), and the place at which the Purchase Price in respect of such Interest is payable. Any such notice may be served upon such Investor by posting the same in a prepaid registered envelope addressed to such Investor at its last address known to or appearing in the Register. Immediately after the close of business on the date specified in the Purchase Notice, such Investor shall cease to be the owner of the Interest specified in such notice and its name shall be removed as to the respective Shares in the Register;

(ii) the Purchase Price of the Interest shall be an amount equal to 75% of the market value of the Investor's Interest, such value being determined by the General Partner obtaining price quote(s) within the market;

(iii) payment of the Purchase Price will be made to the owner of such Interest, except during periods of exchange restrictions, and will be deposited by the Fund with a bank in Luxembourg or elsewhere (as specified in the Purchase Notice) for payment to such owner. Upon deposit of such price as aforesaid the person specified in such Purchase Notice shall have no further interest in the Fund, or any claim against the Fund or its assets in respect thereof, except the right to receive the price so deposited (without interest) from such bank; or

B) redeem Ordinary Shares from such Investor/ Shareholder in accordance with provisions of Article 17.

(e) The exercise by the Fund of the powers conferred by this Article 10 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 as appeared to the Fund at the date of any Purchase Notice, provided that in such case the said powers were exercised by the Fund in good faith.

(f) In addition to any liability under applicable law, each Investor who does not qualify as an Eligible Investor, and who holds an Interest, shall hold harmless and indemnify the Fund, the General Partner, the other Investors and Ordinary Shareholders and the Fund's agents for any damages, losses and expenses resulting from or connected to such holding in circumstances where the relevant Investor had furnished misleading or untrue documentation or had made misleading or untrue representations to wrongfully establish its status as an Eligible Investor or had failed to notify the Fund of its loss of such status.

Art. 11. Annual General Meeting.

(a) The annual general meeting of Shareholders shall be held, in accordance with Luxembourg law, in Luxembourg at the registered office of the Fund or at such other place in Luxembourg as may be specified in the notice of meeting, on the last Thursday of the month of June at 12.15 a.m. (Luxembourg time). If such day is not a bank business day in Luxembourg, the annual general meeting of Shareholders shall be held on the preceding bank business day.

(b) Other Shareholder meetings may be held at such place and time as may be specified in the respective meeting notices.

Art. 12. Shareholder Meetings.

(a) All Shareholder meetings shall be presided over by the General Partner.

(b) Any duly convened Shareholder meeting shall represent the entire body of Shareholders. It shall have the broadest power to order, carry out or ratify acts relating to the operations of the Fund.

(c) A Shareholder may act at any meeting of Shareholders by:

(i) appointing another person as its proxy in writing, or

(ii) providing written confirmation to the General Partner instructing the manner in which it elects to vote on respective agenda points provided that the written voting bulletins include (1) the name, first name, address and the signature of the relevant Shareholder, (2) the indication of the Shares for which the Shareholder will exercise such right, (3) the agenda as set forth in the convening notice and (4) the voting instructions (approval, refusal, abstention) for each point of the agenda. The original voting bulletins must be received by the Fund 24 hours before the relevant Shareholder meeting.

(d) Each General Partner Share and each Ordinary Share carries one vote at all Shareholder meetings.

(e) All Shares will vote as one class unless otherwise required by law or provided in these Articles.

(f) Except as otherwise required by law or provided in these Articles, resolutions at a Shareholder meeting (a “Shareholder Resolution”) shall require the approval of:

(i) a simple majority of the votes cast by the Shareholders present or represented, and

(ii) the General Partner.

(g) The General Partner shall provide at least 8 days prior notice of any Shareholder meeting as required under Luxembourg law.

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

(i) Votes cast as used in these Articles shall not include votes attaching to Shares in respect of which a Shareholder has not taken part in the vote or has abstained or has returned a blank or invalid vote.

(j) The General Partner is obliged to convene a Shareholder meeting so that it is held within a period of one month if Shareholders representing 10% of the Fund's capital require so in writing with an indication of the agenda.

Art. 13. General Partner Powers.

(a) The General Partner has the broadest power to perform all acts of administration and disposition of the Fund and to investigate, pursue and conclude transactions. All powers that are not reserved by law or these Articles to the general meeting of Shareholders are within the powers of the General Partner.

(b) The General Partner shall determine the investment policy and the financing policy of the Fund, subject to the restrictions established by (i) Luxembourg law, (ii) regulatory authorities, and (iii) these Articles.

(c) The Manager is authorized to seek financing on behalf of the Fund. The Manager shall only utilize financing in accordance with applicable laws and regulations and subject to rates commercially available for such financing.

(i) Subject to Article 13(c)(ii) below, the Manager shall not cause the Fund to undertake financing (at any one time) in an amount which exceeds the higher of (i) 10% of the aggregate Commitments; or (ii) the lesser of 25% of the aggregate Commitments and 100% of Remaining Commitments, unless otherwise unanimously advised by the Advisory Board; provided that prior to the final Share Offering, the Manager acting on behalf of the Fund may seek financing in any form (at any one time) up to the higher of (i) 100 million Euros, or (ii) 100% of Remaining Commitments.

(ii) To the extent there are Shareholders who are subject to the German Insurance Supervisory Act provisions, then the Manager shall not, after the final Share Offering, cause the Fund to undertake any borrowing except for shortterm borrowing (i.e. up to one year) in an amount that exceeds 10% of the net asset value of the Fund.

(d) The Manager and General Partner may enter into side letters or other arrangements with one or more Shareholders which have the effect of establishing rights under, or altering or supplementing, the terms of, these Articles, the Prospectus or any Subscription Agreement with respect to such Shareholder(s). Such rights established by side letters or other arrangements entered into by the Manager and General Partner may include, but is not limited to: (i) a modification to a Shareholder's proportionate share of fees or expenses, (ii) the addition of or forbearance from a term contained within these Articles, the Prospectus or Subscription Agreement to accommodate a Shareholder's specific regulatory, tax, operational or legal concern, (iii) a modification of the right of the Manager and General Partner to make distributions in kind, or (iv) the right to receive enhanced or modified disclosure in regards to Investments (as defined in the Prospectus). Such rights may be granted to a Shareholder by the Manager and General Partner on account of, but not limited to, one of the following reasons: (i) a Shareholder's subscription to the Fund at an early date, (ii) a Shareholder's Commitment being over a certain threshold, or (iii) a Shareholder's prior or expected future commitment(s) to a vehicle that is managed, advised and/or otherwise serviced by the Manager and/or one of its affiliates. Shareholders affiliated with the Manager and/or one of its affiliates may be granted rights that alter or supplement the terms of these Articles, the Prospectus or their Subscription Agreements, including but not limited to the rights specified above.

(e) Shareholders affiliated with the Manager and/or one of its affiliates may be granted rights that alter or supplement the terms of these Articles, the Prospectus or their Subscription Agreements, including but not limited to the rights specified above.

(f) Pursuant to the AIFMD and the 2013 Law, the General Partner may appoint (i) service providers as permitted by applicable rules and regulations, (ii) a Luxembourg or foreign alternative investment fund managers authorised pursuant to the 2013 Law or the AIFMD. The General Partner may enter into agreements with such persons or companies for the provision of their services, the delegation of powers to them, and the determination of their remuneration to be borne by the Fund. Where the law of a non-EU member country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in Article 21, paragraph 11 (d) (ii), of the AIFMD (Article 19, paragraph (11) (d) (ii) of the 2013 Law respectively), the Fund's depositary may discharge itself of liability provided that the conditions laid down in article 21, paragraph 14, of the AIFMD (Article 19, paragraph (14) of the 2013 Law respectively) are met. Information regarding any discharge by the depositary of its liability, as well as any material change to this information, will be disclosed or made available to Investors in accordance with Article 7 (d) of these Articles and to the extent required by applicable laws and regulations. The General Partner may enter into agreements with such persons or companies for the provision of their services, the delegation of powers to them, and the determination of their remuneration to be borne by the Fund. Where the law of a non-EU member country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in article 21, paragraph 11 (d) (ii), of the AIFMD, the Fund's depositary can discharge itself of liability provided that the conditions laid down in article 21, paragraph 14, of the AIFMD are met.

(g) The General Partner may establish an advisory board ("Advisory Board") that will be responsible for certain matters referred to it by the General Partner such as risk management and conflicts of interest.

(h) The General Partner may at any time decide to proceed to the listing of the Ordinary Shares of the Fund on any stock exchange or market. Should the General Partner proceed with a listing, the Prospectus will be updated.

Art. 14. Due Authorisation. The Fund shall be bound by the joint signatures of any duly authorised directors or officers of the General Partner or by the signature of any other persons to whom authority shall have been delegated by the General Partner.

Art. 15. Exculpation & Indemnification.

(a) No Indemnified Party (as defined below) shall be liable to the Fund or any Investor for any act or omission taken or suffered by such Indemnified Party in the reasonable belief that such act or omission is or is not, contrary to the best interests of the Fund and is within the scope of authority granted to such Indemnified Party, provided that such acts or omissions do not constitute gross negligence or a material violation of such Indemnified Party's obligations to the Fund.

(b) To the fullest extent permitted by law, the Fund shall indemnify and hold harmless the General Partner or its affiliates, and any of their respective employees, officers, directors, agents, controlling persons or representatives (each an "Indemnified Party") from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated (collectively "Losses"), that are incurred by any Indemnified Party and arise out of or are related to the

affairs or activities of the Fund, including acting as a director of a target company, or the performance by such Indemnified Party of any of its responsibilities hereunder or otherwise in connection with being or having been a director or officer of the Fund; provided that an Indemnified Party shall not be entitled to indemnification hereunder to the extent it is determined by any court or governmental body of competent jurisdiction that such Losses resulted directly from the Indemnified Party's gross negligence, wilful misconduct, or material breach of a material term of the Articles provided that such right of indemnification shall be reinstated in the event of such determination being reversed (Losses shall also include all costs and expenses incurred by the Indemnified Party in connection with obtaining a reversal of such determination).

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

(d) Any Indemnified Party shall first seek to recover under any other indemnity or any insurance policies by which such Indemnified Party is indemnified or covered, as the case may be, but only to the extent that the indemnitor with respect to such indemnity or the insurer with respect to such insurance policy provides (or acknowledges its obligation to provide) such indemnity or coverage, as the case may be, on a timely basis. To the extent an Indemnified Party is indemnified pursuant to this Article 15 and subsequently recovers an amount in relation to the same matter from such indemnitor or insurer then such Indemnified Party shall account to the Fund for the amount so recovered after deduction of all costs and expenses incurred in procuring recovery and all taxes thereon. The Indemnified Party shall obtain the written consent of the General Partner prior to entering into any compromise or settlement which would result in an obligation of the Fund to indemnify such Indemnified Party.

Art. 16. Contribution and Recontribution Obligations.

(a) The Fund may require Investors to (i) make Contributions, and/or (ii) recontribute to the Fund amounts up to 50% of the aggregate distributions previously made to them less any amounts they have recontributed to the Fund, in order to satisfy indemnification or any other obligations of the Fund.

(b) The obligations of the Investors to make contributions and/or to recontribute amounts previously distributed to them shall continue and survive until the earlier of (i) the third anniversary of the date of the relevant distribution was made, or (ii) the liquidation of the Fund provided that, if at the end of any such period there are any actions, proceedings or investigations then pending, the General Partner shall notify the Fund and the Shareholders in writing at such time, and in such cases the Investors' re-contribution obligations shall survive with respect to any obligations of the Fund that arise out of or relate to such action, proceeding or investigation (or any related action, proceeding or investigation based upon the same or a similar claim) until the date that such action, proceeding or investigation is finally resolved. The Fund may make provision in order to satisfy indemnification or other obligations of the Fund after the liquidation of the Fund.

Art. 17. Share Redemption and Defaulting Investors.

(a) No redemption of Shares may be requested by the Shareholders.

(b) A redemption of Shares at the discretion of the General Partner shall in particular be possible:

(i) in respect of the Shares issued in connection with the incorporation of the Fund;

(ii) for the purpose of temporarily returning to Investors a portion of the capital paid in connection with any Share Offering or Drawdown;

(iii) for the purpose of distributing proceeds from investments;

(iv) in the situations detailed in Article 10(d).

(c) Shares will generally be redeemed for:

(i) the respective subscription price in relation to redemptions as set out in Article 17(b)(i) and (ii);

(ii) the latest reported Net Asset Value (according to the term defined thereafter) in relation to redemptions as set out in Article 17(b)(iii);

(iii) 75% of the market value of Ordinary Shares, such value being determined by the General Partner obtaining price quote(s) within the market, to be redeemed in relation to redemptions set out in Article 17(b)(iv).

(d) The General Partner shall retain flexibility in using the respective subscription price or the latest reported Net Asset Value, if deemed necessary and taking into account the interests of the Investors/ Shareholders.

(e) Redeemed Shares will be cancelled by the Fund.

(f) If at any time:

(i) any representation made by an Investor to the Fund in connection with the acquisition of Ordinary Shares by such Investor is determined by the General Partner not to be true and correct in any respect; or

(ii) an Investor does not fulfil its obligations towards the Fund and in particular where such Investor has committed to subscribe for further Ordinary Shares and fails to honour its commitment to make further Contributions within the timeframe required, then the General Partner has the authority in the absence of curing of the above defaults within a reasonable time period determined by the General Partner to (A) suspend or terminate the pecuniary rights attached to all or part of the Ordinary Shares previously subscribed and paid for by the defaulting Investor, or (B) cause the sale and transfer to a new Investor of the Interest held by the defaulting Investor for a price equal to the Purchase Price as detailed in Article 10, or

(C) reduce the Commitment of the defaulting Investor, or (D) withdraw the defaulting Investor's right to make Contributions or (E) apply any combination of the above or such other measure as it deems appropriate.

(g) Each Investor expressly acknowledges the strict default provisions in these Articles and that it has been accepted as an Investor in the Fund in reliance upon its agreement to the provisions of these Articles, and that where an Investor fails to fulfil its obligations to the Fund set out in Article 17(f)(ii) then the General Partner may have no other option than to terminate a defaulting Investor's pecuniary rights in connection with its Ordinary Shares.

Art. 18. Net Asset Value of Shares.

(a) The net asset value of Shares in the Fund (the "Net Asset Value") shall be determined on each Valuation Day (according to the term defined hereafter)in accordance with this Article 18.

(b) The Net Asset Value in accordance with fair valuation methods shall be expressed as a per share figure and shall be determined by:

(i) first, establishing the value of assets less the liabilities of the Fund (including any adjustments as considered by the Fund to be necessary or prudent);

(ii) second, allocating the portion of assets and liabilities to Shares according to the aggregate Contributions of Shares, adjusted as necessary to take into consideration any additional fees or distributions to which Shares may be entitled; and

(iii) finally, dividing the total assets and liabilities allocated to Shares by the total number of Shares on the Valuation Day.

(c) The valuation of the Fund's assets and liabilities shall be determined in accordance with generally accepted valuation principles in compliance with article 28 (4) of the 2007 Law:

(i) liquid assets shall be valued at their face value with interest accrued;

(ii) investments in target funds shall be valued according to the most recent valuation report received from the general partners of the target funds adjusted for net capital activity; and

(iii) other investments and other property and assets of the Fund shall be valued according to the applicable accounting principles as set out in the Prospectus.

(d) The Manager is responsible for and will ensure that the valuation of the Fund's investments is performed appropriately and according to International Financial Reporting Standards ("IFRS"). In any event, the valuation task will be functionally independent from the portfolio management.

(e) The Net Asset Value for Shares will be made available to Shareholders at the registered office of the Fund within a period of time following the relevant Valuation Day as disclosed in the Prospectus.

(f) The determination of the Net Asset Value may be suspended during any period if, in the reasonable opinion of the General Partner, a fair valuation of the assets of the Fund is not practical for reasons beyond the control of the Fund.

Art. 19. Accounting Year and Auditors.

(a) The accounting year of the Fund shall begin on 1 st January and shall terminate on the 31 st December of the same year, with the exception of the first accounting year which shall begin on the date of the incorporation of the Fund and shall terminate on the 31 st December 2015.

(b) The annual general meeting of Shareholders shall appoint independent auditors.

(c) Accounting of the Fund shall be based on IFRS as adopted by the EU.

Art. 20. Distributions.

(a) Any distributions shall be made in accordance with the provisions of these Articles and the Prospectus.

(b) Within the limits provided by law, distributions of results and capital may be made at the discretion of the General Partner.

(c) The General Partner shall apply the following distribution policies:

(i) Distributable proceeds derived from investments will be distributed by the Manager upon instruction from the General Partner from time to time, provided that the General Partner or, as the case may be, the Manager may retain reasonable amounts to pay or provide reserves for expenses and other obligations of the Fund, and

(ii) The Fund may receive proceeds from the Fund's investments in the form of marketable securities. The General Partner will seek to sell such securities and distribute the net cash proceeds; Shareholders will bear any associated market risk and related costs incurred during the disposition process.

(iii) The General Partner shall not distribute securities to Shareholders other than at the time of dissolution of the Fund or with the approval of a simple majority of the votes cast with respect to Ordinary Shares in issue.

(d) Distributions will be made first to Investors in proportion to their Commitments and subsequently to the General Partner (as holder of General Partner Shares) as an incentive allocation ("Incentive Allocation") in the following order of priority:

(i) first, 100% shall be distributed to Shareholders until the aggregate distributions under this paragraph (i) equal the Shareholders' aggregate Contributions (the "Relevant Contributions"), plus an amount sufficient to provide the Sharehol-

ders, in aggregate, with a preferred rate of return of 6% per annum on the cash flows (the "Preferred Return"), such cash flows being comprised of the Relevant Contributions and distributions;

(ii) second, 100% shall be paid to the General Partner as an Incentive Allocation until such time as the General Partner has received the Specified Percentage (the "Specified Percentage") of the sum of the distributed Preferred Return and the Incentive Allocation payments made under this clause (ii) (full catch up);

(iii) third, provided that the General Partner has received the amounts under clause (ii), (a) then 100% minus the Specified Percentage shall be distributed to the Shareholders and (b) the Specified Percentage shall be paid to the General Partner as an additional Incentive Allocation;

(e) The "Specified Percentage" shall equal (i) 15% for direct investments and (ii) 10% for secondary investments. Relevant Contributions shall include Contributions in respect of the Investment Fees (as defined in the Prospectus) associated with the relevant Class of Investments (as defined in the Prospectus).

(f) The General Partner may waive, reduce or defer payment of any Incentive Allocation in respect of a given Shareholder or otherwise, and for purposes of this section, any in-kind distribution shall be treated as if such distribution was made in cash in an amount equal to the fair value of such in-kind distribution as of the date of such distribution.

(g) Distributions made to Shareholders are subject to recall to satisfy the obligations of the Fund. Accordingly, the Shareholders may be required to recontribute such amounts to the Fund.

(h) In connection with the winding-up of the Fund (i) the General Partner will calculate the Clawback Amount (if any) and where any Clawback Amount is outstanding then the General Partner shall pay such amount to the Fund prior to the final distribution, and (ii) the Fund shall pay the General Partner an amount (if any) as necessary for the General Partner to have received the Specified Percentage of the Incentive Basis, provided that no payment shall be made to the General Partner that creates a Clawback Amount.

(i) The "Clawback Amount" is the higher of (i) the Preferred Return Shortfall, and (ii) the positive amount, if any, required for the Shareholders, in aggregate, to have received cumulative distributions equal to the Shareholder Threshold, provided that the Clawback Amount in no event shall exceed the aggregate Incentive Allocation payments received by the General Partner, less any tax paid or payable by the General Partner in relation thereto and not refunded to the General Partner. For the purposes of this section:

(i) The "Preferred Return Shortfall" is defined as an amount, if any, required to provide the Shareholders with the Preferred Return.

(ii) The "Incentive Basis" is defined as the positive difference, if any, between (a) the distributions made to that are derived from the relevant Class and (b) Relevant Contributions.

(j) The "Shareholder Threshold" means the sum of (i) the Relevant Contributions of the Shareholders, and (ii) (100% minus the Specified Percentage) multiplied by the Incentive Basis.

(k) No distribution may be made which would result in the Net Asset Value of the Fund to fall below the minimum capital required by the 2007 Law, as set out in Article 5(j) above.

Art. 21. Liquidation.

(a) The Fund may at any time be dissolved by a resolution of the general meeting of Shareholders subject to the quorum and majority requirements referred to in Article 22 hereof.

(b) Whenever the capital falls below two thirds of the minimum capital as provided by the 2007 Law, the General Partner must submit the question of the dissolution of the Fund to the general meeting of Shareholders. The general meeting, for which no quorum shall be required, shall decide by simple majority of the votes of the Shares present and represented at the meeting.

(c) The question of the dissolution of the Fund must also be referred to the general meeting of Shareholders whenever the capital falls below one quarter of the minimum capital. In such event, the general meeting shall be held without quorum requirements, and the dissolution may be decided by the Shareholders holding one quarter of the votes present and represented at that meeting.

(d) The meeting must be convened so that it is held within a period of 40 days from when it is ascertained that the net assets of the Fund have fallen below two thirds or one quarter of the legal minimum as the case may be.

(e) In the event of dissolution of the Fund and subject to the CSSF's prior approval, liquidation shall be carried out by one or more liquidators (who may be physical persons or legal entities) appointed at a Shareholder meeting effecting such dissolution and which shall determine their powers and their remuneration.

(f) The net proceeds of liquidation shall be distributed by the liquidators to Shareholders pursuant to the rules set forth in Article 20.

(g) The net proceeds may be distributed in kind.

Art. 22. Amendment to Articles. Subject to the prior approval by the Luxembourg supervisory authority, these Articles may be amended from time to time by Shareholder Resolution taken under the conditions provided in articles 103 (and the following related articles) and article 67-1 of the 1915 Law. In addition, any proposed amendment to these Articles will become valid and effective only if separately approved by a simple majority of the votes cast by the Ordinary Shares present or represented.

Art. 23. Governing Regulation. All matters not governed by these Articles shall be determined in accordance with the 1915 Law and the 2007 Law.

Art. 24. Definitions. These definitions form an integral part of the Articles.

AIFMD	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010.
Eligible Investors	Pursuant to article 2 of the 2007 Law, either a) professional or institutional investors, or b) other investors who confirm in writing that they adhere to the status of well-informed investors and are fully aware of the risks and rewards of this type of investment within the meaning of the 2007 Law and who either invest or are committed to invest a minimum of 125,000 Euro in the Fund or have been subject to an assessment made by a credit institution within the meaning of Directive 2006/48/EC, by an investment firm within the meaning of Directive 2004/39/EC or by a management company within the meaning of Directive 2009/65/EC certifying such investor's expertise, experience and knowledge in adequately appraising an investment in the Fund or c) a person involved in the management of specialised investment funds. A U.S. Person is prohibited from acquiring Shares in the Fund.
Entry Charge	A charge which may be levied on an Investor admitted to the Fund subsequent to the initial share offering.
General Partner Share	A share issued by the Fund that has been subscribed to by the General Partner.
Interest	An Investor's interest in the Fund being its rights and obligations in connection with any Ordinary Shares held and its related Remaining Commitment.
Investor(s)	The investors who have acquired or have committed to acquire Ordinary Shares in accordance with a Subscription Agreement. For the avoidance of doubt, any affiliate of the General Partner who has acquired or has committed to acquire Ordinary Shares shall be deemed an Investor.
Manager	The Fund's alternative investment fund manager within the meaning of the AIFMD and the 2013 Law.
Ordinary Share	A share issued by the Fund that has been subscribed to by an Investor.
Ordinary Shareholder	The holder of Ordinary Shares.
Prospectus	The most up-to-date version of the prospectus of the Fund published in accordance with the 2007 Law.
Remaining Commitments	The excess of (i) an Investor's Commitment over (ii) the aggregate amount of such Investor's Contributions (net of Contributions refunded pursuant to Article 17 (b)(ii)).
Shares	The Ordinary Shares and the General Partner Shares.
Shareholders	The holders of Ordinary Shares and General Partner Shares.
Subscription Agreement	The agreement the Fund entered into with each of the Investors in connection with the commitment to subscribe for a certain number of Ordinary Shares.
U.S. Person	Shall have the meaning ascribed in Regulation S, as amended from time to time, of the United States Securities Act of 1933, as amended ("the 1933 Act") or as in any other Regulation or act which shall come into force within the United States of America and which shall in the future replace Regulation S or the 1933 Act.
Valuation Day	The last day of each month.
2013 Law	Luxembourg law of 12 July 2013 on alternative investment fund managers, implementing the AIFMD.

Expenses

The expenses which shall be borne by the Fund as a result of its organisation are estimated at approximately EUR 4,000.-.

Initial capital - Subscription and payment

The initial capital is fixed at EUR 32,000.- (thirty-two thousand euros) represented by 3,100,000 (three million one hundred thousand) General Partner shares and by 1 (one) ordinary share of no par value.

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

	Subscribed capital	Paid-in amount	Number of shares
1) Partners Group Management III S.à r.l., prenamed	EUR 31,000	EUR 31,000	3,100,000 General Partner Shares
2) Partners Group Finance EUR IC Limited, prenamed	EUR 1,000	EUR 1,000	1 Ordinary Share
TOTAL	EUR 32,000	EUR 32,000	

Evidence of the above payment has been given to the undersigned notary.

Transitional provisions

1. The first accounting year of the Fund shall begin on the date of its incorporation and end on 31 st December 2015.

2. The first annual general meeting of the shareholders of the Fund will be held in 2016.

Statement

The notary drawing up the present deed declares that the conditions set forth in articles 26, 26-3 and 26-5 of the Luxembourg law of 10 August 1915 on commercial companies have been fulfilled and expressly bears witness to their fulfilment.

General meeting of shareholders

The above named persons representing the entire subscribed capital and considering themselves as validly convened, have immediately proceeded to hold a general meeting of shareholders which resolved as follows:

I. The following company is elected as independent auditor:

PricewaterhouseCoopers, Société Coopérative, 2, rue Gerhard Mercator, L-2182 Luxembourg, Grand Duchy of Luxembourg.

The mandate shall lapse on the date of the annual general meeting in 2016.

II. The registered office of the Fund is fixed at 2, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg.

The undersigned notary, who understands and speaks English, states that on request of the above named person, this deed is worded in English only.

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

This deed having been read to the appearing person, who is known to the notary by her surname, Christian name, civil status and residence, said appearing person signed together with us, the notary, this original deed.

Signé: A. SIEBENALER et H. HELLINCKX.

Enregistré à Luxembourg, A.C.1, le 22 mai 2015. Relation: 1LAC/2015/16026. Reçu soixante-quinze euros (75,- EUR).

Le Receveur (signé): P. MOLLING.

POUR EXPEDITION CONFORME, délivrée à la société sur demande.

Luxembourg, le 29 mai 2015.

Référence de publication: 2015079788/525.

(150091438) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2015.

Kohl Participations S.à r.l., Société à responsabilité limitée.

Siège social: L-6562 Echternach, 107, route de Luxembourg.

R.C.S. Luxembourg B 197.240.

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STATUTEN

Im Jahre zwei tausend fünfzehn, den einundzwanzigsten Mai.

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

SIND ERSCHIENEN:

1.- Die Aktiengesellschaft KBA S.A., mit Sitz in L-2449 Luxemburg, 11, boulevard Royal, eingetragen im Handelsregister Luxemburg unter der Nummer B 67.669

hier vertreten durch ihre beiden Verwaltungsratsmitglieder, nämlich:

- Herrn Burkhard KOHL, Diplomingenieur, wohnhaft in D-54675 Körperich, 24, Bitburger Strasse.

- Herr Dr. Berthold KOHL, Jurist, wohnhaft in D-54675 Körperich, 16, am Sonnenhang.

2.- Herr Reinhard KOHL, Diplomingenieur, wohnhaft in L-6449 Echternach, 4, rue Michel Horman.

3.- Herr Jürgen Matthias KOHL, Bauunternehmer, wohnhaft in L-6450 Echternach, 67, route de Luxembourg.

Welche Komparenten, anwesend oder vertreten wie vorerwähnt, den instrumentierenden Notar ersuchten, folgende Gesellschaftsgründung zu beurkunden:

Titel I. Name, Sitz, Zweck, Dauer

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

Die Gesellschaft kann einen oder mehrere Gesellschafter haben.

Art. 2. Die Gesellschaft trägt die Bezeichnung „KOHL PARTICIPATIONS S.à r.l.“.

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

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

Art. 4. Zweck der Gesellschaft ist die Verwaltung eigenen Vermögens, insbesondere die Verwaltung eigenen Grundbesitzes sowie die Beteiligung an anderen Unternehmen im In- und Ausland.

Sie kann an der Gründung, der Entwicklung und der Kontrolle jedes Unternehmens teilhaben bzw. diese Unternehmen beraten. Sie kann alle Wertpapiere und Rechte durch den Kauf von Beteiligungen, durch Einlagen, durch Unterzeichnung, durch Zeichnungsverpflichtungen oder Optionen, durch Handel oder sonstige Weise erwerben oder durch Tausch oder in sonstiger Weise veräußern.

Die Gesellschaft kann den Unternehmen, an denen sie sich beteiligt, Darlehen, Vorschüsse, Garantien, Bürgschaften gegenüber Dritten geben, oder Unterstützungen jedweder Art erteilen.

Zweck der Gesellschaft ist ebenfalls der Erwerb, der Besitz, die Kontrolle, die Verwaltung und die Entwicklung von Dienstleistungs- und Produktmarken sowie jeder sonstigen geistigen Eigentumsrechte.

Die Gesellschaft kann des weiteren alle Geschäfte und Rechtshandlungen, die sich im Rahmen ihrer Tätigkeit ergeben und der Erfüllung ihres Zweckes dienlich sind, sowie z. B. durch die Aufnahmen von Darlehen, Bürgschaften mit und ohne Sicherheitsleistungen in jedweder Währung und die Erteilung von Darlehen und Bürgschaften an die Beteiligten Gesellschaften durchführen.

Die Gesellschaft ist des weiteren ermächtigt alle Arten von industriellen, kommerziellen, finanziellen oder Immobilien-Transaktionen zu tätigen, welche mit dem Gesellschaftszweck verbunden werden können und der Entwicklung der Gesellschaft förderlich sind.

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

Titel II. Gesellschaftskapital, Anteile

Art. 6. Gesellschaftskapital. Das Gesellschaftskapital beträgt ZWÖLF TAUSEND FÜNF HUNDERT EURO (€ 12.500.-), aufgeteilt in FÜNFZIG (50) Anteile der Kategorie A und FÜNFZIG (50) Anteile der Kategorie B, mit einem Nominalwert von je EIN HUNDERT FÜNFUNDZWANZIG EURO (€ 125.-), zugeteilt wie folgt:

1.- Die Aktiengesellschaft KBA S.A. mit Sitz in L-2449 Luxemburg, 11, boulevard Royal eingetragen im Handelsregister Luxemburg unter der Nummer B 67.669, fünfzig (50) Anteile der Kategorie A.

2.- Herr Reinhard KOHL, Diplomingenieur, wohnhaft in L-6449 Echternach, 4, rue Michel Horman, fünfundzwanzig (25) Anteile der Kategorie B.

3.- Herr Jürgen Matthias KOHL, Bauunternehmer, wohnhaft in L-6450 Echternach, 67, route de Luxembourg, fünfundzwanzig (25) Anteile der Kategorie B.

Art. 7. Verfügung über Geschäftsanteile unter Lebenden. Die Abtretung eines Geschäftsanteils und jede andere Verfügung über einen Geschäftsanteil bedarf zu ihrer Wirksamkeit der Zustimmung der Generalversammlung in welcher wenigstens drei Viertel des Gesellschaftskapitals vertreten sein müssen. Als Verfügung gelten auch die Bestellung eines Pfandrechts oder Nießbrauchs und die Einräumung von Unterbeteiligungen.

Art. 8. Veräußerung, Erwerb durch die Gesellschaft gemäss den gesetzlichen Bestimmungen.

a) Jedoch kann jeder Gesellschafter über seine Geschäftsanteile zugunsten einzelner oder sämtlicher seiner leiblichen Abkömmlinge, zugunsten seines Ehegatten oder eingetragenen Lebenspartners und zugunsten einzelner oder sämtlicher Gesellschafter seiner Kategorie in beliebigem Umfang und in beliebiger Aufteilung verfügen.

b) Geht ein Geschäftsanteil auf die Gesellschaft über, so hat jeder Gesellschafter dieser Kategorie, von welchem der Geschäftsanteil herrührt, das Recht, den Geschäftsanteil von der Gesellschaft gemäss dem Stuttgarter Verfahren zu erwerben. Die Gesellschaft hat die Gesellschafter dieser Kategorie schriftlich über den Erwerb zu unterrichten. Das Erwerbsrecht kann nur innerhalb von zwölf Monaten seit Erhalt der Mitteilung durch schriftliche Erklärung gegenüber der Gesellschaft ausgeübt werden. Die Berechtigung mehrerer Erwerbsberechtigter richtet sich nach Artikel 12.

c) Für den Fall, dass die Gesellschafter derselben Kategorie von ihrem Erwerbsrecht nach Absatz 2 keinen Gebrauch machen, sind die übrigen Gesellschafter zum Erwerb berechtigt. Absatz 2 gilt entsprechend.

d) Bei Verfügungen über eigene Geschäftsanteile der Gesellschaft gemäß Absätzen 1 bis 3 ist die Zustimmung nach Artikel 7 zu erteilen.

Art. 9. Veräußerung an Mitglieder einer anderen Kategorie.

a) Sofern ein Gesellschafter einen Geschäftsanteil an einen Gesellschafter einer anderen Kategorie veräußern will, hat er den Geschäftsanteil anzubieten:

(i) zunächst mit einer Annahmefrist von zwei Monaten allen Gesellschaftern seiner Kategorie,

(ii) sodann den Gesellschaftern der anderen Kategorie mit einer Frist von ebenfalls zwei Monaten,

(iii) schließlich der Gesellschaft mit einer Frist von einem Monat.

Soweit das Verfahren nach lit. (i) bis (iii) nicht zur Veräußerung der angebotenen Beteiligung geführt hat, kann der veräußerungswillige Gesellschafter die Beteiligung beliebigen einzelnen Gesellschaftern seiner oder der anderen Kategorie mit einer Frist von einem Monat anbieten.

b) Das Angebot hat schriftlich zu erfolgen und muss den Geschäftsanteil, den verlangten Gegenwert und die sonstigen Veräußerungsbedingungen bezeichnen. Die Veräußerungsbedingungen dürfen während des Verfahrens nur in der Weise geändert werden, dass die Bedingungen für den Erwerber ungünstiger sind als auf der jeweils vorhergehenden Stufe. Der veräußerungswillige Gesellschafter kann das Verfahren nach jeder der Stufen abbrechen, jedoch nicht ein bereits abgegebenes Angebot zurückziehen. Das Verfahren gilt als abgebrochen, wenn der veräußerungswillige Gesellschafter das Angebot der nächsten Stufe nicht innerhalb von einer Woche nach Ablauf der Annahmefrist für das Angebot der vorhergehenden Stufe abgibt.

c) Die Erwerbsberechtigten können das Angebot durch schriftliche Erklärung gegenüber dem Gesellschafter und der Gesellschaft innerhalb der Frist gemäß Absatz a) annehmen. Die Frist beginnt mit dem Zugang des Angebots. Die Berechtigung mehrerer Erwerbsberechtigter richtet sich nach Artikel 12. Die Gesellschafter sind verpflichtet, die Zustimmung gemäß Artikel 7 zu erteilen.

Art. 10. Veräußerung an Beteiligungsgesellschaften. Jeder Gesellschafter hat Anspruch auf Erteilung der Zustimmung der Generalversammlung zur Veräußerung seiner Geschäftsanteile oder von Teilen davon an eine Beteiligungsgesellschaft jeder Rechtsform, wenn

a) an der Beteiligungsgesellschaft er selbst oder einer oder mehrere seiner leiblichen Abkömmlinge oder sein Ehegatte bzw. eingetragener Lebenspartner mehrheitlich beteiligt ist/sind, und

b) die Verfügung über Geschäftsanteile an dieser Beteiligungsgesellschaft nach der zum Zeitpunkt der Generalversammlung gültigen Satzung der Beteiligungsgesellschaft ohne einstimmige Zustimmung der Generalversammlung der Gesellschaft KOHL PARTICIPATIONS S.à r.l. nur an leibliche Abkömmlinge oder den Ehegatten bzw. eingetragenen Lebenspartner des betreffenden Gesellschafters zulässig sind, und

c) der veräußernde Gesellschafter und jeweilige Erwerber sich gegenüber der Gesellschaft KOHL PARTICIPATIONS S. à r.l. verpflichten, die Satzung der Beteiligungsgesellschaft nach Wirksamwerden der Übertragung der Geschäftsanteile oder von Teilen hiervon im Hinblick auf vorstehenden Absatz b) nicht abzuändern.

Art. 11. Veräußerung an Dritte.

a) Ein Gesellschafter, der seine Geschäftsanteile an Dritte veräußern möchte, hat zunächst gemäß Artikel 9 Abs. a lit. i) bis iii) zu verfahren. Ist das Angebot von den nach Artikel 9 Abs. a lit. i) bis iii) Berechtigten ganz oder teilweise nicht angenommen worden, so ist innerhalb von zwei Monaten nach Ablauf der Annahmefrist des Artikels 9 Abs. a lit. i) bis iii) zur Beschlussfassung über die Zustimmung nach Artikel 7 eine Generalversammlung abzuhalten. Die Zustimmung soll erteilt werden, sofern keine berechtigten Einwendungen gegen den vorgesehenen Erwerber bestehen.

b) Der veräußerungswillige Gesellschafter kann mit dem Dritten keine für den Erwerber günstigeren Bedingungen vereinbaren, als er in dem Verfahren nach Artikel 9 zuletzt bezeichnet hat.

c) Wird die Zustimmung nicht erteilt, ist der Gesellschafter berechtigt, den Erwerb seiner Geschäftsanteile durch die Gesellschaft zu dem satzungsmäßigen Abfindungsbetrag gemäß dem Stuttgarter Verfahren zu verlangen, sofern die gesetzlichen Bestimmungen zum Erwerb eigener Geschäftsanteile durch die Gesellschaft erfüllt sind.

Art. 12. Erwerbsrecht bei mehreren Berechtigten. Übersteigt das von mehreren Gleichberechtigten ausgeübte Erwerbsrecht die zu erwerbende Beteiligung, so ist die Beteiligung auf die Erwerber - sofern sie sich nicht anderweitig verständigen - prozentual nach dem Verhältnis der von den ausübenden Erwerbsberechtigten gehaltenen Beteiligungen zu teilen. Eine auch nach Ausschöpfung der Möglichkeiten zur Teilung von Geschäftsanteile unteilbare Spitze entfällt auf den Gesellschafter mit der geringsten Beteiligung.

Art. 13. Übertragung im Todesfall. Die Übertragung der Gesellschaftsanteile an Nichtgesellschafter infolge Sterbefalls bedarf der Zustimmung von Gesellschaftern, welche drei Viertel der den Überlebenden zustehenden Rechte vertreten.

Die laut Absatz 1 vorgesehene Zustimmung ist nicht erfordert, wenn die Anteile, sei es an Reservaterben, sei es an den überlebenden Ehegatten oder, soweit dies durch die Statuten vorgesehen ist, an die andern gesetzlichen Erben übertragen werden.

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

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

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

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

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

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

Art. 14. Die Abtretungen von Gesellschaftsanteilen müssen durch notariellen oder Privatvertrag beurkundet werden.

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

Titel III. Verwaltung und Vertretung

Art. 15. Die Beschlüsse werden durch den alleinigen Gesellschafter gemäss Artikel 200-2 des Gesetzes vom 18. September 1933 sowie dasselbe abgeändert worden ist, gefasst.

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

Art. 16. Solange die Zahl der Gesellschafter fünfundzwanzig (25) nicht übersteigt, steht es dem Geschäftsführer frei, die Gesellschafter in Generalversammlungen zu vereinigen. Falls keine Versammlung abgehalten wird, erhält jeder Gesellschafter den genau festgelegten Text der zu treffenden Beschlüsse und gibt seine Stimme schriftlich ab.

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

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

Art. 17. Die Gesellschaft wird verwaltet durch einen oder mehrere Geschäftsführer, welche nicht Teilhaber der Gesellschaft sein müssen.

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

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

Art. 18. Das Geschäftsjahr beginnt am 1. Januar und endigt am 31. Dezember eines jeden Jahres.

Art. 19. Über die Geschäfte der Gesellschaft wird nach handelsüblichem Brauch Buch geführt.

die Geschäftsführung ein Inventar, eine Bilanz und eine Gewinn- und Verlustrechnung aufgestellt, gemäss den diesbezüglichen gesetzlichen Bestimmungen.

Am Ende eines jeden Geschäftsjahres werden durch

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

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

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

Art. 20. Beim Ableben des alleinigen Gesellschafters oder einem der Gesellschafter erlischt die Gesellschaft nicht, sondern wird durch oder mit den Erben des Verstorbenen weitergeführt.

Titel IV. Auflösung und Liquidation

Art. 21. Im Falle der Auflösung der Gesellschaft wird die Liquidation durch einen oder mehrere von dem alleinigen Gesellschafter oder der Gesellschafterversammlung ernannten Liquidatoren, die keine Gesellschafter sein müssen, durchgeführt.

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

Art. 22. Für sämtliche nicht vorgesehenen Punkte gilt das Gesetz vom 18. September 1933 über die Gesellschaften mit beschränkter Haftung, sowie das Gesetz vom 10. August 1915 über die Handelsgesellschaften und deren Abänderungen.

Einzahlung des Gesellschaftskapitals

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

Übergangsbestimmung

Das erste Geschäftsjahr beginnt am Tage der Gründung der Gesellschaft und endigt am 31. Dezember 2015.

Kosten

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

Generalversammlung

Sofort nach der Gründung, haben die Gesellschafter, anwesend oder vertreten wie vorerwähnt, folgende Beschlüsse gefasst:

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

Herr Jürgen Matthias KOHL, Bauunternehmer, geboren in Trier (Deutschland), am 11. September 1966, wohnhaft in L-6450 Echternach, 67, route de Luxembourg,

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

c) Der Sitz der Gesellschaft befindet sich in L-6562 Echternach, 107, route de Luxembourg.

WORÜBER URKUNDE, aufgenommen in Echternach, am Datum wie eingangs erwähnt.

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

Gezeichnet: B. KOHL, B. KOHL, R. KOHL, J. M. K., Henri BECK.

Enregistré à Grevenmacher, Actes Civils, le 28 mai 2015. Relation: GAC/2015/4459. Reçu soixante-quinze euros (75,00 €).

Le Receveur (signé): G. SCHLINK.

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

Echternach, den 25. Juni 2015.

Référence de publication: 2015082470/219.

(150094225) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 juin 2015.

Allegro Short Term Bond Fund, Fonds Commun de Placement.

Siège social: L-1840 Luxembourg, 8A, boulevard Joseph II.

R.C.S. Luxembourg B 136.517.

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Le règlement de gestion coordonné au 2 juin 2015 du fonds commun de placement Allegro Short Term Bond Fund 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.

Allegro S.à r.l.

Référence de publication: 2015082946/9.

(150095852) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 juin 2015.

Abylsen Luxembourg S.A., Société Anonyme.

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

R.C.S. Luxembourg B 197.321.

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STATUTS

L'an deux mille quinze, le vingt et un mai.

Par-devant Maître Jean-Paul MEYERS, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg,

A COMPARU:

ABYLSEN, une société par actions simplifiée à associé unique, constituée le 16 décembre 2004, établie à 120, Avenue des Champs Elysée, F-75008 Paris (France), inscrite au Registre du Commerce et des Sociétés de Paris sous le numéro 479 973 521 00038

dûment représentée par Monsieur Jean-Luc WEBER, gérant, né le 5 août 1941 à Saint-Avold (France), demeurant à, 49, Les Hameaux du Golf, F-57155 Marly (France), en vertu d'une procuration sous seing privée.

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

Le comparant tel que représenté a requis le notaire instrumentant de dresser l'acte constitutif d'une société anonyme (la «Société») qu'il déclare constituer comme suit:

Titre I er - Dénomination, Siège, Objet, Durée

Art. 1 er . Forme, Dénomination. La Société est une société anonyme luxembourgeoise régie par les lois du Grand-Duché de Luxembourg (et en particulier, la loi telle qu'elle a été modifiée du 10 Août 1915 sur les sociétés commerciales (la «Loi de 1915») et par les présents statuts (les «Statuts»).

La Société adopte la dénomination «ABYLSEN LUXEMBOURG S.A.».

Art. 2. Siège social. Le siège social de la Société est établi dans la commune de Luxembourg (Grand-Duché de Luxembourg).

Il peut être transféré vers tout autre commune à l'intérieur du Grand-Duché de Luxembourg au moyen d'une résolution de l'actionnaire unique ou en cas de pluralité d'actionnaires au moyen d'une résolution de l'assemblée générale de ses actionnaires délibérant selon la manière prévue pour la modification des Statuts.

Le conseil d'administration de la Société (le «Conseil d'Administration») ou l'Administrateur Unique est autorisé à changer l'adresse de la Société à l'intérieur de la commune du siège social statutaire.

Lorsque des événements extraordinaires d'ordre politique, économique ou social de nature à compromettre l'activité normale au siège social ou la communication de ce siège avec l'étranger se produiront ou seront imminents, le siège social pourra être transféré provisoirement à l'étranger jusqu'à cessation complète de ces circonstances anormales, sans que toutefois cette mesure puisse avoir d'effet sur la nationalité de la Société, laquelle, nonobstant ce transfert, conservera la nationalité luxembourgeoise. Pareille décision de transfert du siège social sera prise par le Conseil d'Administration.

Art. 3. Objet. La Société a pour objet, tant au Luxembourg qu'à l'étranger: l'exercice de la profession d'ingénieur conseil dans les domaines des technologies de l'information, des technologies innovantes en milieux tertiaires et industriels, en stratégie et management en milieux tertiaires et industriels, la fourniture de prestations de services dans tous les domaines des Sciences de l'Ingénieur et notamment dans la fourniture de prestations de services dans le conseil et l'ingénierie dans les domaines de la recherche et du développement, le recrutement et la formation, le conseil et l'assistance aux entreprises dans leur organisation, leur gestion, leur administration, leur développement, la prise en charge, soit directement, soit indirectement, de tous travaux relatifs à la gestion de l'entreprise et au traitement de l'information, la création, la conception, le développement, la commercialisation, la location, l'installation, l'adaptation, la maintenance de logiciels, l'acquisition, la souscription de droits sociaux et valeurs mobilières de toutes sociétés, leur gestion ainsi que toutes prestations d'assistance dans tous domaines, l'acquisition et la gestion de tous droits de propriété industrielle, achats et ventes de tous les matériels informatiques,

Et plus généralement toutes opérations industrielles, commerciales ou financières, mobilières ou immobilières pouvant se rattacher, directement ou indirectement, à l'objet social et à tous objets similaires ou connexes ou en faciliter le développement ou la réalisation.

Art. 4. Durée. La Société est constituée pour une durée illimitée.

Titre II - Capital

Art. 5. Capital social. Le capital social souscrit est fixé à TRENTE ET UN MILLE EUROS (31.000,00 €), divisé en TROIS CENT DIX (310) actions d'une valeur nominale de CENT EUROS (100,00 €) chacune.

Art. 6. Nature des actions. Les actions sont nominatives dans le respect des conditions légales.

Art. 7. Modification du capital. Le capital souscrit de la Société peut être augmenté ou réduit par décisions des actionnaires statuant comme en matière de modification des Statuts.

La Société peut procéder au rachat de ses propres actions aux conditions prévues par la loi.

Titre III - Administrateurs, Conseil d'Administration, Commissaire aux comptes

Art. 8. Conseil d'Administration. En cas de pluralité d'actionnaires, la Société doit être administrée par un Conseil d'Administration composé de trois membres au moins (chacun un «Administrateur»), actionnaires ou non.

Si la Société est établie par un actionnaire unique ou si à l'occasion d'une assemblée générale des actionnaires, il est constaté que la Société a seulement un actionnaire restant, la Société peut être administrée par un Conseil d'Administration consistant, soit en un Administrateur (l'«Administrateur Unique») jusqu'à la prochaine assemblée générale des actionnaires constatant l'existence de plus d'un actionnaire, soit par au moins trois Administrateurs. Une société peut être membre du Conseil d'Administration ou peut être l'Administrateur Unique de la Société. Dans un tel cas, le Conseil d'Administration ou l'Administrateur Unique nommera ou confirmera la nomination de son représentant permanent en conformité avec la Loi de 1915.

Les Administrateurs ou l'Administrateur Unique sont nommés par l'assemblée générale des actionnaires pour une période n'excédant pas six ans et sont rééligibles. Ils peuvent être révoqués à tout moment par l'assemblée générale des actionnaires. Ils restent en fonction jusqu'à ce que leurs successeurs soient nommés. Les Administrateurs élus sans indication de la durée de leur mandat, seront réputés avoir été élus pour un terme de six ans.

En cas de vacance du poste d'un administrateur pour cause de décès, de démission ou autre raison, les administrateurs restants nommés de la sorte peuvent se réunir et pourvoir à son remplacement, à la majorité des votes, jusqu'à la prochaine assemblée générale des actionnaires portant ratification du remplacement effectué.

Art. 9. Réunions du Conseil d'Administration. Le Conseil d'Administration élira parmi ses membres un président (le «Président»). Le premier Président peut être nommé par la première assemblée générale des actionnaires. En cas d'empêchement du Président, il sera remplacé par l'Administrateur élu à cette fin parmi les membres présents à la réunion.

Le Conseil d'Administration se réunit sur convocation du Président ou d'un Administrateur. Lorsque tous les Administrateurs sont présents ou représentés, ils pourront renoncer aux formalités de convocation.

Le Conseil d'Administration ne peut valablement délibérer et statuer que si la majorité de ses membres est présente ou représentée par procuration.

Tout Administrateur est autorisé à se faire représenter lors d'une réunion du Conseil d'Administration par un autre Administrateur, pour autant que ce dernier soit en possession d'une procuration écrite. Un Administrateur peut également désigner par téléphone un autre Administrateur pour le représenter. Cette désignation devra être confirmée par une lettre écrite.

Toute décision du Conseil d'Administration est prise à la majorité simple des votes émis. En cas de partage, la voix du Président est prépondérante.

L'utilisation de la vidéo conférence et de conférence téléphonique est autorisée pour autant que chaque participant soit en mesure de prendre activement part à la réunion, c'est-à-dire notamment d'entendre et d'être entendu par tous les autres Administrateurs participant et utilisant ce type de technologie, seront réputés présents à la réunion et seront habilités à prendre part au vote via le téléphone ou la vidéo.

Des résolutions du Conseil d'Administration peuvent être prises valablement par voie circulaire si elles sont signées et approuvées par écrit par tous les Administrateurs personnellement (résolution circulaire). Cette approbation peut résulter d'un seul ou de plusieurs documents séparés transmis par fax ou e-mail. Ces décisions auront le même effet et la même validité que des décisions votées lors d'une réunion du Conseil d'Administration, dûment convoqué. La date de ces résolutions doit être la date de la dernière signature.

Les votes pourront également s'exprimer par tout autre moyen généralement quelconque tel que fax, e-mail ou par téléphone, dans cette dernière hypothèse, le vote devra être confirmé par écrit.

Les procès-verbaux des réunions du Conseil d'Administration sont signés par tous les membres présents aux séances. Des extraits seront certifiés par le président du Conseil d'Administration ou par deux Administrateurs.

Art. 10. Pouvoirs généraux du Conseil d'Administration. Le Conseil d'Administration ou l'Administrateur Unique est investi des pouvoirs les plus larges de passer tous actes d'administration et de disposition dans l'intérêt de la Société. Tous pouvoirs que la loi ne réserve pas expressément à l'assemblée générale des actionnaires sont de la compétence du Conseil d'Administration.

Art. 11. Délégation de pouvoirs. Le Conseil d'Administration ou l'Administrateur Unique pourra déléguer ses pouvoirs relatifs à la gestion journalière des affaires de la Société et à la représentation de la Société pour la conduite journalière des affaires, à un ou plusieurs membres du Conseil d'Administration, directeurs, gérants et autres agents, associés ou non, agissant à telles conditions et avec tels pouvoirs que le Conseil déterminera.

Le Conseil d'Administration ou l'Administrateur Unique pourra également conférer tous pouvoirs et mandats spéciaux à toutes personnes qui n'ont pas besoin d'être Administrateurs, nommer et révoquer tous fondés de pouvoirs et employés, et fixer leurs émoluments.

Art. 12. Représentation de la Société. Envers les tiers, en toutes circonstances, la Société sera engagée, en cas d'Administrateur Unique, par la signature unique de son Administrateur Unique ou, en cas de pluralité d'administrateurs, par la signature conjointe d'un administrateur et de l'administrateur-délégué, ou de toute personne à qui le pouvoir de signature aura été délégué par deux Administrateurs ou par l'Administrateur Unique de la Société, mais seulement dans les limites de ce pouvoir.

Art. 13. Commissaire aux comptes. La Société est contrôlée par un ou plusieurs commissaires aux comptes nommés par l'assemblée générale ou l'actionnaire unique.

Titre V - Assemblée générale des actionnaires

Art. 14. Pouvoirs de l'assemblée générale des actionnaires. S'il y a seulement un actionnaire, l'actionnaire unique assure tous les pouvoirs conférés à l'assemblée générale des actionnaires et prend les décisions par écrit.

En cas de pluralité d'actionnaires, l'assemblée générale des actionnaires représente tous les actionnaires de la Société. Elle a les pouvoirs les plus étendus pour ordonner, exécuter ou ratifier tous les actes relatifs à l'activité de la Société.

Toute assemblée générale sera convoquée par voie de lettres recommandées envoyées à chaque actionnaire nominatif au moins quinze jours avant l'assemblée. Lorsque tous les actionnaires sont présents ou représentés et s'ils déclarent avoir pris connaissance de l'agenda de l'assemblée, ils pourront renoncer aux formalités préalables de convocation ou de publication.

Un actionnaire peut être représenté à l'assemblée générale des actionnaires en nommant par écrit (ou par fax ou par e-mail ou par tout moyen similaire) un mandataire, actionnaire ou non de la société, et est par conséquent autorisé à voter par procuration.

Les actionnaires sont autorisés à participer à une assemblée générale des actionnaires par visioconférence ou par des moyens de télécommunications permettant leur identification et sont considérés comme présent, pour les conditions de quorum et de majorité. Ces moyens doivent satisfaire à des caractéristiques techniques garantissant une participation effective à l'assemblée dont les délibérations sont retransmises de façon continue.

Sauf dans les cas déterminés par la loi ou les Statuts, les décisions prises par l'assemblée ordinaire des actionnaires sont adoptées à la majorité simple des voix, quelle que soit la portion du capital représentée.

Une assemblée générale extraordinaire des actionnaires convoquée aux fins de modifier une disposition des Statuts ne pourra valablement délibérer que si au moins la moitié du capital est présente ou représentée et que l'ordre du jour indique les modifications statutaires proposées.

Cependant, la nationalité de la Société peut être changée et l'augmentation ou la réduction des engagements des actionnaires ne peuvent être décidés qu'avec l'accord unanime des actionnaires et sous réserve du respect de toute autre disposition légale.

Art. 15. Lieu et date de l'assemblée générale ordinaire des actionnaires. L'assemblée générale annuelle des actionnaires se réunit chaque année au siège social ou à l'endroit et à la date indiqués dans les convocations.

Art. 16. Autres assemblées générales. Tout Administrateur peut convoquer d'autres assemblées générales. Une assemblée générale doit être convoquée sur la demande d'actionnaires représentant le cinquième du capital social.

Art. 17. Votes. Chaque action donne droit à une voix. Un actionnaire peut se faire représenter à toute assemblée générale des actionnaires, y compris l'assemblée générale annuelle des actionnaires, par une autre personne désignée par écrit.

Titre VI - Année sociale, Répartition des bénéfices

Art. 18. Année sociale. L'année sociale commence le premier janvier et fini le trente et un décembre de chaque année.

Le Conseil d'Administration établit le bilan et le compte de profits et pertes. Il remet les pièces avec un rapport sur les opérations de la Société, un mois au moins avant l'assemblée générale ordinaire des actionnaires, aux réviseurs d'entreprises qui commenteront ces documents dans leur rapport.

Art. 19. Répartition des bénéfices. Chaque année cinq pour cent au moins des bénéfices nets sont prélevés pour la constitution de la réserve légale. Ce prélèvement cesse d'être obligatoire lorsque et aussi longtemps que la réserve aura atteint dix pour cent du capital social.

Après dotation à la réserve légale, l'assemblée générale des actionnaires décide de la répartition et de la distribution du solde des bénéfices nets.

Le Conseil d'Administration est autorisé à verser des acomptes sur dividendes en se conformant aux conditions prescrites par la loi.

Titre VII - Dissolution, Liquidation

Art. 20. Dissolution, liquidation. La Société peut être dissoute par une décision de l'assemblée générale des actionnaires, délibérant dans les mêmes conditions que celles prévues pour la modification des Statuts.

Lors de la dissolution de la Société, la liquidation s'effectuera par les soins d'un ou de plusieurs liquidateurs, nommés par l'assemblée générale des actionnaires.

A défaut de nomination de liquidateurs par l'assemblée générale des actionnaires, les Administrateurs ou l'Administrateur Unique seront considérés comme liquidateurs à l'égard des tiers.

Titre VIII - Loi applicable

Art. 21. Loi applicable. La loi du 10 août 1915 et ses modifications ultérieures trouveront leur application partout où il n'y a pas été dérogé par les présents Statuts.

Souscription et libération

Les Statuts de la Société ayant ainsi été arrêtés, le comparant préqualifié déclare souscrire toutes les TROIS CENT DIX (310) actions d'une valeur nominale de CENT EUROS (100,00 €) chacune.

Toutes les TROIS CENT DIX (310) actions ont été entièrement libérées en espèces de sorte que la somme de TRENTE ET UN MILLE EUROS (31.000,00 €) est dès à présent à disposition de la société, ainsi qu'il en a été justifié au notaire instrumentant.

Déclaration

Le notaire rédacteur de l'acte déclare avoir vérifié l'existence des conditions énumérées à l'article 26 de la loi du 10 août 1915 sur les sociétés commerciales, et en constate expressément l'accomplissement.

Estimation des frais

Le montant des frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge à raison de sa constitution, est évalué à 1.500,- Euros.

Disposition transitoire

La première année sociale commence au jour de la constitution de la Société et se termine le 31 décembre 2015.

Autorisation de commerce - activités réglementées

Le notaire soussigné a informé les comparants qu'avant l'exercice de toute activité commerciale ou bien dans l'éventualité où la société serait soumise à une loi particulière en rapport avec son activité, la société doit être au préalable en possession d'une autorisation de commerce en bonne et due forme, ce qui est expressément reconnu par le comparant; et/ou s'acquitter de toutes autres formalités aux fins de rendre possible l'activité de la société partout et vis-à-vis de toutes tierces parties.

Pouvoirs

Le(s) comparant(s) donne(nt) par la présente pouvoir à tout clerc et/ou employé de l'étude du notaire soussigné, agissant individuellement, afin de procéder à l'enregistrement, l'immatriculation, la radiation, la publication ou toutes autres opérations utiles ou nécessaires dans la suite du présent acte et, le cas échéant pour corriger, rectifier, rédiger, ratifier et signer toute erreur, omission ou faute(s) de frappe(s) au présent acte.

Assemblée générale extraordinaire

Immédiatement après la constitution de la Société, les actionnaires, représentant l'intégralité du capital social ont pris à l'unanimité les décisions suivantes:

1. L'adresse de la Société est fixée à 29, boulevard du Prince Henri L-1724 Luxembourg.

2. Sont appelés à la fonction d'administrateur, leur mandat expirant après l'assemblée générale annuelle statuant sur les comptes annuels au 31 décembre 2020,

- Monsieur Jean-Luc WEBER, gérant, né le 5 août 1961 à Saint-Avold (France), demeurant à 49, Les Hameaux du Golf, F-57155 Marly (France);

- ABYLSEN, prénommée, représentée par Monsieur Dan BLOCH, gérant, né le 7 juin 1973 à Lyon (France), demeurant à 76, rue Marius Aufan, F-92300 Levallois-Perret (France).

3. Est nommé à la fonction de président et délégué à la gestion journalière, son mandat expirant après l'assemblée générale annuelle statuant sur les comptes annuels au 31 décembre 2020, Monsieur Jean-Luc WEBER, prénommé.

4. Est nommée à la fonction de commissaire aux comptes son mandat expirant après l'assemblée générale annuelle statuant sur les comptes annuels au 31 décembre 2020, Fiduciaire du Grand-Duché de Luxembourg S.à r.l. en abrégé «FLUX», inscrite au Registre de Commerce et des Sociétés Luxembourg B 142.674 et dont le siège social est établi à 29, boulevard du Prince Henri, L-1724 Luxembourg.

DONT ACTE, fait et passé à Esch-sur-Alzette, date qu'en tête des présentes,

Et après lecture, les comparants prémentionnés, connus par le notaire par leurs nom, prénom, état civil et résidence, ont signé par procuration avec le notaire instrumentant le présent acte.

Signé: Weber, Jean-Paul Meyers.

Enregistré à Esch/Alzette, Actes Civils, le 26 mai 2015. Relation: EAC/2015/11633. Reçu soixante-quinze euros (75,00 €).

Le Receveur (signé): Santioni.

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

[Signature électronique certifiée comprise dans le document transmis au R.C.S.L.]

Esch-sur-Alzette, le 26 mai 2015. Jean-Paul MEYERS.

Référence de publication: 2015083757/223.

(150096159) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 juin 2015.

Partners Group Global Infrastructure 2015 (EUR) S.C.A., SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-2180 Luxembourg, 2, rue Jean Monnet.

R.C.S. Luxembourg B 197.373.

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STATUTES

In the year two thousand and fifteen, on the thirteenth day of May.

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

There appeared:

1. Partners Group Management III S.à r.l., a company incorporated under the laws of Luxembourg with its registered office at 2, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg, (RCS Luxembourg B 163.994),

represented by Mrs Solange Wolter-Schieres, notary's clerk, professionally residing in Luxembourg, pursuant to a proxy dated 11 May 2015; and

2. Partners Group Finance EUR IC Limited, Tudor House, Le Bordage, St. Peter Port, GY1 6BD Guernsey,

represented by Mrs Solange Wolter-Schieres, prenamed, pursuant to a proxy dated 11 May 2015.

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

Such appearing parties, in the capacity in which they act, have requested the notary to state as follows the articles of association of a Société en Commandite par Actions qualifying as a "Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé" which they form between themselves (the "Articles"):

Art. 1. Establishment. There exists among the subscribers and all those who become owners of Shares hereafter issued, a company in the form of a société en commandite par actions with variable capital organised as an investment company with variable capital - specialised investment fund (société d'investissement à capital variable - fonds d'investissement spécialisé) governed by the law of 10 th August 1915 on commercial companies, as amended, ("1915 Law"), the law of 13 th February 2007 on specialised investment funds, as amended (the "2007 Law") and the Articles, and qualifying as alternative investment fund within the meaning of article 1 (39) of the law of 12 th July 2013 on alternative investment fund managers (the "2013 Law") under the name of "Partners Group Global Infrastructure 2015 (EUR) S.C.A., SICAV-SIF" (the "Fund").

Art. 2. Term. The Fund is established for a period expiring on 31 st December 2029, provided that the Fund by Shareholder Resolution (according to the term defined hereafter) taken under the conditions for amendments of these Articles may be dissolved prior to this date or continued for up to 3 (three) additional one-year periods.

Art. 3. Purpose.

(a) The object of the Fund is to make investments in infrastructure assets and in other instruments with similar characteristics on a global basis permitted by the 2007 Law, with the purpose of spreading investment risks and affording its investors the results of the management of its portfolio.

(b) The Fund may take any measures and carry out any operation, which it may deem useful in the development and accomplishment of its purpose including (i) to seek financing in any form and (ii) to grant guarantees by way of mortgage, charge, pledge, assignment of a security interest or otherwise in all or any of its assets including Remaining Commitments (including for the avoidance of doubt any of the claims) of the Fund to secure the obligations of the Fund towards its Shareholders or third parties each time to the full extent permitted by the 2007 Law, provided that the other provisions of these Articles will be complied with.

Art. 4. Registered Office. The registered office of the Fund is established in Luxembourg City, in the Grand Duchy of Luxembourg. Branches or other offices may be established in Luxembourg by resolution of the General Partner. If and to the extent permitted by law, the General Partner may decide to transfer the registered office to any other place in the Grand Duchy of Luxembourg.

Art. 5. Share Capital.

(a) The share capital of the Fund shall be represented by Shares without nominal value and shall at all times be equal to the Fund's total net assets.

(b) The Fund is incorporated with an initial capital of thirty-two thousand Euro (EUR 32,000.).

(c) The General Partner may delegate to any duly authorized officer of the Fund or to any other duly authorized person, the duty of accepting subscriptions and of delivering and receiving payment for Shares issued.

(d) The share capital of the Fund shall be represented by the following classes of Shares:

(i) Ordinary Shares issued to Investors, generally for a subscription price of one thousand Euros (EUR 1,000); and

(ii) General Partner Shares issued to the General Partner, generally for a subscription price of one Euro cent (EUR 0.01).

(e) No preferential subscription rights are granted.

(f) The General Partner may fully or partially return to Shareholders the amounts paid in connection with the subscription of Shares, provided that such amounts may be recallable at times and under the conditions determined by the General Partner.

(g) The total amounts contributed to the Fund by a Shareholder are referred to as "Contributions".

(h) The General Partner will determine the dates of the share offerings of the Fund for the admission of additional Investors (each a "Share Offering"), and may hold further Share Offerings over a period of eighteen months following the initial Share Offering. The Share Offering period may, in the discretion of the General Partner, be extended by up to 12 months.

(i) The General Partner acting on behalf of the Fund has full discretion to organize the procedures relating to closings, drawdowns and payments upon drawdown.

(j) The minimum capital, as defined in the 2007 Law, which must be achieved within twelve months after the date on which the Fund has been authorised as a société d'investissement à capital variable - fonds d'investissement spécialisé under Luxembourg law, shall be one million two hundred fifty thousand Euros (EUR 1,250,000).

Art. 6. The General Partner.

(a) The "associé-gérant-commandité" of the Fund shall be Partners Group Management III S.à r.l., a company organised under the laws of Luxembourg (the "General Partner"). The General Partner has appointed Partners Group (UK) Limited as the authorized alternative investment fund manager of the Fund (the "Manager") within the meaning of the 2013 Law and the AIFMD, who will be responsible for the portfolio and risk management of the Fund.

(b) The General Partner is jointly and severally liable for all liabilities to third parties which cannot be met out of the assets of the Fund. The General Partner shall not be liable on its own assets for the payment of (i) any distributions to Shareholders or (ii) the return of Contributions to Investors.

Art. 7. Liability of Investors and Disclosure to Investors.

(a) The Investors are not permitted to act on behalf of the Fund in any manner or capacity other than by exercising their rights at Shareholder meetings and as permitted by applicable laws and regulations.

(b) The Investors shall be solely liable for payment to the Fund of (i) the subscription price on any Ordinary Shares and any Remaining Commitment (according to the term defined hereafter), (ii) the return of distributions, (iii), if applicable, an Entry Charge (according to the term defined hereafter) and (iv) its obligation to pay withholding tax amounts where applicable. For the avoidance of doubt, the General Partner may allocate any withholding or other taxes imposed on the Fund that result from (i) an Investor's/Shareholder's participation in the Fund or (ii) an Investor's/Shareholder's failure to provide any requested information under the United States Foreign Account Tax Compliance Act of 2010 or similar laws, to such Investor/Shareholder pro-rata its relevant Contribution.

(c) To the extent the Prospectus will not directly include the information to be provided to Investors, particularly pursuant to Article 23 of the AIFMD respectively Article 21 of the 2013 Law, before they invest in the Fund, such information will be made available at the Fund's or the Manager's registered office and the Prospectus will indicate how and where the information can be obtained.

Art. 8. Share Register.

(a) All issued Shares of the Fund shall be recorded in the Shareholder register (the "Register"). The Register shall contain the name of each Shareholder, their residence, registered office or elected domicile, the number and class of Shares held, the amount paid in on the Shares.

(b) Until notices to the contrary have been received by the Fund, it may treat the information contained in the Register as accurate and up-to-date and may in particular use the inscribed addresses for the sending of notices and announcements and the inscribed banking account details for the making of any payments.

(c) The General Partner will appoint an entity responsible for the maintenance of the Register.

(d) Transfers of Shares shall be effected by inscription of the transfer in the Register upon delivery to the Fund of a completed transfer form together with evidence that (i) the purchaser has assumed all obligations in connection with the Remaining Commitment relating to the respective Interest and such other documentation as the Fund may require or (ii) the seller continues to assume all obligations in connection with the Remaining Commitment.

(e) Investors may transfer fully paid Ordinary Shares to Eligible Investors (according to the term defined hereafter). Their Remaining Commitment (according to the term defined hereafter) may be transferred to the extent the transferee is (i) creditworthy, as determined by the General Partner, and (ii) eligible in accordance with the provisions of the 2007 Law.

To the extent that, and as long as, a respective Interest is part of a German insurance company's or a German pension fund's "committed asset" ("Sicherungsvermögen") as defined in Sec. 66 of the German Insurance Supervisory Act, as may be amended from time to time ("Versicherungsaufsichtsgesetz") or "other committed asset" ("Sonstiges gebundenes Vermögen" as defined in Sec. 54 para 1 or Sec. 115 of the German Insurance Supervisory Act, as may be amended from time to time), such Interest shall not be disposed of without the prior written consent of the trustee ("Treuhänder") appointed in accordance with Sec. 70 of the German Insurance Supervisory Act, as may be amended from time to time, or by the trustee's authorized deputy.

However, notwithstanding the above, any Interest that is directly or indirectly held by a German insurance company or a German pension fund and that is part of their committed assets is freely transferable and such transfer will not require the approval of the General Partner provided the transferee is an Eligible Investor and executes the necessary documentation. Upon the transfer of any Interest that is directly or indirectly held by a Shareholder that is a German insurance company or German pension fund, the transferee shall accept and become solely responsible for all liabilities and obligations relating to such Interest held and the transferor shall be released from and shall have no further liability in respect of the Fund.

(f) Fractions of Shares may be issued up to three decimal places.

(g) Shares will only be issued as registered securities.

(h) Shares will be available in book-entry form. No certificates will be issued.

Art. 9. Commitment.

(a) Investors will irrevocably undertake to subscribe for Ordinary Shares in an amount as set out in the Subscription Agreement (each a "Commitment").

(b) Investors are subject to a minimum Commitment as defined by the General Partner from time to time.

(c) The Commitment made by each Investor will be payable in instalments by subscribing for additional Shares in the Fund. Prior to each Contribution, the General Partner will issue a drawdown notice advising Investors of the portion of their Commitment required to be contributed to the Fund and the corresponding number of Shares that will be issued, whereupon such amount shall be payable within ten (10) calendar days, in cash denominated in Euro, and the relevant number of Shares shall be issued to Investors on a pro-rata basis (each such event of drawing down capital being a "Drawdown").

(d) Drawdowns will be made in proportion to the Commitment of each Investor, as needed to satisfy the capital requirements of the Fund's investments, to permit the payment of fees and expenses and any other obligations of the Fund and to maintain a reserve for the operating expenses of the Fund.

Art. 10. Eligible Investor.

(a) The General Partner on behalf of the Fund may, at its discretion, restrict or prevent the ownership of Shares in the Fund by any person, firm or corporate body.

(b) Only Eligible Investors are permitted to hold an Interest in the Fund.

(c) The General Partner may, at its discretion, delay the acceptance of any application for an Interest until such time as sufficient documentation has been provided verifying that the applicant qualifies as an Eligible Investor.

(d) If the Fund determines that an Investor is no longer an Eligible Investor or an Ordinary Shareholder is not an Eligible Investor or no longer an Eligible Investor, or if an Investor/Ordinary Shareholder is in breach of its obligations, representations or warranties, or fails to make such representations or warranties or fails to deliver information (for example as required under the United States Foreign Account Tax Compliance Act of 2010 or similar law) as the General Partner may require, the General Partner may implement option A) or B) at its sole discretion:

A) require/cause such Investor or Ordinary Shareholder to sell all or part of its Interest at a price determined in accordance with the following provisions:

(i) the Fund shall serve a notice (the "Purchase Notice") upon the Investor, specifying the Interest to be purchased as aforesaid, the price to be paid for such Interest (the "Purchase Price"), and the place at which the Purchase Price in respect of such Interest is payable. Any such notice may be served upon such Investor by posting the same in a prepaid registered envelope addressed to such Investor at its last address known to or appearing in the Register. Immediately after the close of business on the date specified in the Purchase Notice, such Investor shall cease to be the owner of the Interest specified in such notice and its name shall be removed as to the respective Shares in the Register;

(ii) the Purchase Price of the Interest shall be an amount equal to 75% of the market value of the Investor's Interest, such value being determined by the General Partner obtaining price quote(s) within the market;

(iii) payment of the Purchase Price will be made to the owner of such Interest, except during periods of exchange restrictions, and will be deposited by the Fund with a bank in Luxembourg or elsewhere (as specified in the Purchase Notice) for payment to such owner. Upon deposit of such price as aforesaid the person specified in such Purchase Notice shall have no further interest in the Fund, or any claim against the Fund or its assets in respect thereof, except the right to receive the price so deposited (without interest) from such bank; or

B) redeem Ordinary Shares from such Investor/ Shareholder in accordance with provisions of Article 17.

(e) The exercise by the Fund of the powers conferred by this Article 10 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 as appeared to the Fund at the date of any Purchase Notice, provided that in such case the said powers were exercised by the Fund in good faith.

(f) In addition to any liability under applicable law, each Investor who does not qualify as an Eligible Investor, and who holds an Interest, shall hold harmless and indemnify the Fund, the General Partner, the other Investors and Ordinary Shareholders and the Fund's agents for any damages, losses and expenses resulting from or connected to such holding in circumstances where the relevant Investor had furnished misleading or untrue documentation or had made misleading or untrue representations to wrongfully establish its status as an Eligible Investor or had failed to notify the Fund of its loss of such status.

Art. 11. Annual General Meeting.

(a) The annual general meeting of Shareholders shall be held, in accordance with Luxembourg law, in Luxembourg at the registered office of the Fund or at such other place in Luxembourg as may be specified in the notice of meeting, on the last Thursday of the month of June at 11.30 a.m. (Luxembourg time). If such day is not a bank business day in Luxembourg, the annual general meeting of Shareholders shall be held on the preceding bank business day.

(b) Other Shareholder meetings may be held at such place and time as may be specified in the respective meeting notices.

Art. 12. Shareholder Meetings.

(a) All Shareholder meetings shall be presided over by the General Partner.

(b) Any duly convened Shareholder meeting shall represent the entire body of Shareholders. It shall have the broadest power to order, carry out or ratify acts relating to the operations of the Fund.

(c) A Shareholder may act at any meeting of Shareholders by:

(i) appointing another person as its proxy in writing, or

(ii) providing written confirmation to the General Partner instructing the manner in which it elects to vote on respective agenda points provided that the written voting bulletins include (1) the name, first name, address and the signature of the relevant Shareholder, (2) the indication of the Shares for which the Shareholder will exercise such right, (3) the agenda as set forth in the convening notice and (4) the voting instructions (approval, refusal, abstention) for each point of the agenda. The original voting bulletins must be received by the Fund 24 hours before the relevant Shareholder meeting.

(d) Each General Partner Share and each Ordinary Share carries one vote at all Shareholder meetings.

(e) All Shares will vote as one class unless otherwise required by law or provided in these Articles.

(f) Except as otherwise required by law or provided in these Articles, resolutions at a Shareholder meeting (a "Shareholder Resolution") shall require the approval of:

(i) a simple majority of the votes cast by the Shareholders present or represented, and

(ii) the General Partner.

(g) The General Partner shall provide at least 8 days prior notice of any Shareholder meeting as required under Luxembourg law.

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

(i) Votes cast as used in these Articles shall not include votes attaching to Shares in respect of which a Shareholder has not taken part in the vote or has abstained or has returned a blank or invalid vote.

(j) The General Partner is obliged to convene a Shareholder meeting so that it is held within a period of one month if Shareholders representing 10% of the Fund's capital require so in writing with an indication of the agenda.

Art. 13. General Partner Powers.

(a) The General Partner has the broadest power to perform all acts of administration and disposition of the Fund and to investigate, pursue and conclude transactions. All powers that are not reserved by law or these Articles to the general meeting of Shareholders are within the powers of the General Partner.

(b) The General Partner shall determine the investment policy and the financing policy of the Fund, subject to the restrictions established by (i) Luxembourg law, (ii) regulatory authorities, and (iii) these Articles.

(c) The Manager is authorized to seek financing on behalf of the Fund. The Manager shall only utilize financing in accordance with applicable laws and regulations and subject to rates commercially available for such financing.

(i) Subject to Article 13(c)(ii) below, the Manager shall not cause the Fund to undertake financing (at any one time) in an amount which exceeds the higher of (i) 10% of the aggregate Commitments; or (ii) the lesser of 25% of the aggregate Commitments and 100% of Remaining Commitments, unless otherwise unanimously advised by the Advisory Board; provided that prior to the final Share Offering, the Manager acting on behalf of the Fund may seek financing in any form (at any one time) up to the higher of (i) 100 million Euros, or (ii) 100% of Remaining Commitments.

(ii) To the extent there are Shareholders who are subject to the German Insurance Supervisory Act provisions, then the Manager shall not, after the final Share Offering, cause the Fund to undertake any borrowing except for short-term borrowing (i.e. up to one year) in an amount that exceeds 10% of the net asset value of the Fund.

(d) The Manager and General Partner may enter into side letters or other arrangements with one or more Shareholders which have the effect of establishing rights under, or altering or supplementing, the terms of, these Articles, the Prospectus or any Subscription Agreement with respect to such Shareholder(s). Such rights established by side letters or other arrangements entered into by the Manager and General Partner may include, but is not limited to: (i) a modification to a Shareholder's proportionate share of fees or expenses, (ii) the addition of or forbearance from a term contained within these Articles, the Prospectus or Subscription Agreement to accommodate a Shareholder's specific regulatory, tax, operational or legal concern, (iii) a modification of the right of the Manager and General Partner to make distributions in kind, or (iv) the right to receive enhanced or modified disclosure in regards to Investments (as defined in the Prospectus). Such rights may be granted to a Shareholder by the Manager and General Partner on account of, but not limited to, one of the following reasons: (i) a Shareholder's subscription to the Fund at an early date, (ii) a Shareholder's Commitment being over a certain threshold, or (iii) a Shareholder's prior or expected future commitment(s) to a vehicle that is managed, advised and/or otherwise serviced by Partners Group Holding AG and/or one of its affiliates. Shareholders affiliated with Partners Group Holding AG or any of its affiliates may be granted rights that alter or supplement the terms of these Articles, the Prospectus or their Subscription Agreements, including but not limited to the rights specified above.

(e) Pursuant to the AIFMD and the 2013 Law, the General Partner may appoint (i) service providers as permitted by applicable rules and regulations, (ii) a Luxembourg or foreign alternative investment fund managers authorised pursuant to the 2013 Law or the AIFMD. The General Partner may enter into agreements with such persons or companies for the provision of their services, the delegation of powers to them, and the determination of their remuneration to be borne by the Fund. Where the law of a non-EU member country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in Article 21, paragraph 11 (d) (ii), of the AIFMD (Article 19, paragraph (11) (d) (ii) of the 2013 Law respectively), the Fund's depositary may discharge itself of liability provided that the conditions laid down in article 21, paragraph 14, of the AIFMD (Article 19, paragraph (14) of the 2013 Law respectively) are met. Information regarding any discharge by the depositary of its liability, as well as any material change to this information, will be disclosed or made available to Investors in accordance with Article 7 (d) of these Articles and to the extent required by applicable laws and regulations. The General Partner may enter into agreements with such persons or companies for the provision of their services, the delegation of powers to them, and the determination of their remuneration to be borne by the Fund. Where the law of a non-EU member country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in article 21, paragraph 11 (d) (ii), of the AIFMD, the Fund's depositary can discharge itself of liability provided that the conditions laid down in article 21, paragraph 14, of the AIFMD are met.

(f) The General Partner may establish an advisory board ("Advisory Board") that will be responsible for certain matters referred to it by the General Partner such as risk management and conflicts of interest.

(g) The General Partner may at any time decide to proceed to the listing of the Ordinary Shares of the Fund on any stock exchange or market. Should the General Partner proceed with a listing, the Prospectus will be updated.

Art. 14. Due Authorisation. The Fund shall be bound by the joint signatures of any duly authorised directors or officers of the General Partner or by the signature of any other persons to whom authority shall have been delegated by the General Partner.

Art. 15. Exculpation & Indemnification.

(a) No Indemnified Party (as defined below) shall be liable to the Fund or any Investor for any act or omission taken or suffered by such Indemnified Party in the reasonable belief that such act or omission is or is not, contrary to the best interests of the Fund and is within the scope of authority granted to such Indemnified Party, provided that such acts or omissions do not constitute gross negligence or a material violation of such Indemnified Party's obligations to the Fund.

(b) To the fullest extent permitted by law, the Fund shall indemnify and hold harmless the General Partner or its affiliates, and any of their respective employees, officers, directors, agents, controlling persons or representatives (each an "Indemnified Party") from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated (collectively "Losses"), that are incurred by any Indemnified Party and arise out of or are related to the affairs or activities of the Fund, including acting as a director of a target company, or the performance by such Indemnified Party of any of its responsibilities hereunder or otherwise in connection with being or having been a director or officer of the Fund; provided that an Indemnified Party shall not be entitled to indemnification hereunder to the extent it is determined by any court or governmental body of competent jurisdiction that such Losses resulted directly from the Indemnified Party's gross negligence, wilful misconduct, or material breach of a material term of the Articles provided that such right of indemnification shall be reinstated in the event of such determination being reversed (Losses shall also include all costs and expenses incurred by the Indemnified Party in connection with obtaining a reversal of such determination).

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

(d) Any Indemnified Party shall first seek to recover under any other indemnity or any insurance policies by which such Indemnified Party is indemnified or covered, as the case may be, but only to the extent that the indemnitor with respect to

such indemnity or the insurer with respect to such insurance policy provides (or acknowledges its obligation to provide) such indemnity or coverage, as the case may be, on a timely basis. To the extent an Indemnified Party is indemnified pursuant to this Article 15 and subsequently recovers an amount in relation to the same matter from such indemnitor or insurer then such Indemnified Party shall account to the Fund for the amount so recovered after deduction of all costs and expenses incurred in procuring recovery and all taxes thereon. The Indemnified Party shall obtain the written consent of the General Partner prior to entering into any compromise or settlement which would result in an obligation of the Fund to indemnify such Indemnified Party.

Art. 16. Contribution and Recontribution Obligations.

(a) The Fund may require Investors to (i) make Contributions, and/or (ii) recontribute to the Fund amounts up to 50% of the aggregate distributions previously made to them less any amounts they have recontributed to the Fund, in order to satisfy indemnification or any other obligations of the Fund.

(b) The obligations of the Investors to make contributions and/or to re-contribute amounts previously distributed to them shall continue and survive until the earlier of (i) the third anniversary of the date of the relevant distribution was made, or (ii) the liquidation of the Fund provided that, if at the end of any such period there are any actions, proceedings or investigations then pending, the General Partner shall notify the Fund and the Shareholders in writing at such time, and in such cases the Investors' re-contribution obligations shall survive with respect to any obligations of the Fund that arise out of or relate to such action, proceeding or investigation (or any related action, proceeding or investigation based upon the same or a similar claim) until the date that such action, proceeding or investigation is finally resolved. The Fund may make provisions in order to satisfy indemnification or other obligations of the Fund after the liquidation of the Fund.

Art. 17. Share Redemption and Defaulting Investors.

(a) No redemption of Shares may be requested by the Shareholders.

(b) A redemption of Shares at the discretion of the General Partner shall in particular be possible:

(i) in respect of the Shares issued in connection with the incorporation of the Fund;

(ii) for the purpose of temporarily returning to Investors a portion of the capital paid in connection with any Share Offering or Drawdown;

(iii) for the purpose of distributing proceeds from investments;

(iv) in the situations detailed in Article 10(d).

(c) Shares will generally be redeemed for:

(i) the respective subscription price in relation to redemptions as set out in Article 17(b)(i) and (ii);

(ii) the latest reported Net Asset Value (according to the term defined thereafter) in relation to redemptions as set out in Article 17(b)(iii);

(iii) 75% of the market value of Ordinary Shares, such value being determined by the General Partner obtaining price quote(s) within the market, to be redeemed in relation to redemptions set out in Article 17(b)(iv).

(d) The General Partner shall retain flexibility in using the respective subscription price or the latest reported Net Asset Value, if deemed necessary and taking into account the interests of the Investors/Shareholders.

(e) Redeemed Shares will be cancelled by the Fund.

(f) If at any time:

(i) any representation made by an Investor to the Fund in connection with the acquisition of Ordinary Shares by such Investor is determined by the General Partner not to be true and correct in any respect; or

(ii) an Investor does not fulfil its obligations towards the Fund and in particular where such Investor has committed to subscribe for further Ordinary Shares and fails to honour its commitment to make further Contributions within the timeframe required, then the General Partner has the authority in the absence of curing of the above defaults within a reasonable time period determined by the General Partner to (A) suspend or terminate the pecuniary rights attached to all or part of the Ordinary Shares previously subscribed and paid for by the defaulting Investor, or (B) cause the sale and transfer to a new Investor of the Interest held by the defaulting Investor for a price equal to the Purchase Price as detailed in Article 10, or (C) reduce the Commitment of the defaulting Investor, or (D) withdraw the defaulting Investor's right to make Contributions or (E) apply any combination of the above or such other measure as it deems appropriate.

(g) Each Investor expressly acknowledges the strict default provisions in these Articles and that it has been accepted as an Investor in the Fund in reliance upon its agreement to the provisions of these Articles, and that where an Investor fails to fulfil its obligations to the Fund set out in Article 17(f)(ii) then the General Partner may have no other option than to terminate a defaulting Investor's pecuniary rights in connection with its Ordinary Shares.

Art. 18. Net Asset Value of Shares.

(a) The net asset value of Shares in the Fund (the “Net Asset Value”) shall be determined on each Valuation Day (according to the term defined hereafter)in accordance with this Article 18.

(b) The Net Asset Value in accordance with fair valuation methods shall be expressed as a per share figure and shall be determined by:

(i) first, establishing the value of assets less the liabilities of the Fund (including any adjustments as considered by the Fund to be necessary or prudent);

(ii) second, allocating the portion of assets and liabilities to Shares according to the aggregate Contributions of Shares, adjusted as necessary to take into consideration any additional fees or distributions to which Shares may be entitled; and

(iii) finally, dividing the total assets and liabilities allocated to Shares by the total number of Shares on the Valuation Day.

(c) The valuation of the Fund's assets and liabilities shall be determined in accordance with generally accepted valuation principles in compliance with article 28 (4) of the 2007 Law:

(i) liquid assets shall be valued at their face value with interest accrued;

(ii) investments in target funds shall be valued according to the most recent valuation report received from the general partners of the target funds adjusted for net capital activity; and

(iii) other investments and other property and assets of the Fund shall be valued according to the applicable accounting principles as set out in the Prospectus.

(d) The Manager is responsible for and will ensure that the valuation of the Fund's investments is performed appropriately and according to International Financial Reporting Standards ("IFRS"). In any event, the valuation task will be functionally independent from the portfolio management.

(e) The Net Asset Value for Shares will be made available to Shareholders at the registered office of the Fund within a period of time following the relevant Valuation Day as disclosed in the Prospectus.

(f) The determination of the Net Asset Value may be suspended during any period if, in the reasonable opinion of the General Partner, a fair valuation of the assets of the Fund is not practical for reasons beyond the control of the Fund.

Art. 19. Accounting Year and Auditors.

(a) The accounting year of the Fund shall begin on 1 st January and shall terminate on the 31 st December of the same year, with the exception of the first accounting year which shall begin on the date of the incorporation of the Fund and shall terminate on the 31 st December 2015.

(b) The annual general meeting of Shareholders shall appoint independent auditors.

(c) Accounting of the Fund shall be based on IFRS as adopted by the EU.

Art. 20. Distributions.

(a) Any distributions shall be made in accordance with the provisions of these Articles and the Prospectus.

(b) Within the limits provided by law, distributions of results and capital may be made at the discretion of the General Partner.

(c) The General Partner shall apply the following distribution policies:

(i) Distributable proceeds derived from investments will be distributed by the Manager upon instruction from the General Partner from time to time, provided that the General Partner or, as the case may be, the Manager may retain reasonable amounts to pay or provide reserves for expenses and other obligations of the Fund, and

(ii) The Fund may receive proceeds from the Fund's investments in the form of marketable securities. The General Partner will seek to sell such securities and distribute the net cash proceeds; Shareholders will bear any associated market risk and related costs incurred during the disposition process.

(iii) The General Partner shall not distribute securities to Shareholders other than at the time of dissolution of the Fund or with the approval of a simple majority of the votes cast with respect to Ordinary Shares in issue.

(d) Distributions will be made first to Investors in proportion to their Commitments and subsequently to the General Partner (as holder of General Partner Shares) as an incentive allocation ("Incentive Allocation") in the following order of priority:

(i) first, 100% shall be distributed to Shareholders until the aggregate distributions under this paragraph (i) equal the Shareholders' aggregate Contributions (the "Relevant Contributions"), plus an amount sufficient to provide the Shareholders, in aggregate, with a preferred rate of return of 6% per annum on the cash flows (the "Preferred Return"), such cash flows being comprised of the Relevant Contributions and distributions;

(ii) second, 100% shall be paid to the General Partner as an Incentive Allocation until such time as the General Partner has received the Specified Percentage (the "Specified Percentage") of the sum of the distributed Preferred Return and the Incentive Allocation payments made under this clause (ii) (full catch up);

(iii) third, provided that the General Partner has received the amounts under clause (ii), (a) then 100% minus the Specified Percentage shall be distributed to the Shareholders and (b) the Specified Percentage shall be paid to the General Partner as an additional Incentive Allocation;

(e) The "Specified Percentage" shall equal (i) 15% for direct investments and (ii) 10% for secondary investments. Relevant Contributions shall include Contributions in respect of the Investment Fees (as defined in the Prospectus) associated with the relevant Class of Investments (as defined in the Prospectus).

(f) The General Partner may waive, reduce or defer payment of any Incentive Allocation in respect of a given Shareholder or otherwise, and for purposes of this section, any in-kind distribution shall be treated as if such distribution was made in cash in an amount equal to the fair value of such in-kind distribution as of the date of such distribution.

(g) Distributions made to Shareholders are subject to recall to satisfy the obligations of the Fund. Accordingly, the Shareholders may be required to recontribute such amounts to the Fund.

(h) In connection with the winding-up of the Fund (i) the General Partner will calculate the Clawback Amount (if any) and where any Clawback Amount is outstanding then the General Partner shall pay such amount to the Fund prior to the final distribution, and (ii) the Fund shall pay the General Partner an amount (if any) as necessary for the General Partner to have received the Specified Percentage of the Incentive Basis, provided that no payment shall be made to the General Partner that creates a Clawback Amount.

(i) The "Clawback Amount" is the higher of (i) the Preferred Return Shortfall, and (ii) the positive amount, if any, required for the Shareholders, in aggregate, to have received cumulative distributions equal to the Shareholder Threshold, provided that the Clawback Amount in no event shall exceed the aggregate Incentive Allocation payments received by the General Partner, less any tax paid or payable by the General Partner in relation thereto and not refunded to the General Partner. For the purposes of this section:

(i) The "Preferred Return Shortfall" is defined as an amount, if any, required to provide the Shareholders with the Preferred Return.

(ii) The "Incentive Basis" is defined as the positive difference, if any, between (a) the distributions made to that are derived from the relevant Class and (b) Relevant Contributions.

(j) The "Shareholder Threshold" means the sum of (i) the Relevant Contributions of the Shareholders, and (ii) (100% minus the Specified Percentage) multiplied by the Incentive Basis.

(k) No distribution may be made which would result in the Net Asset Value of the Fund to fall below the minimum capital required by the 2007 Law, as set out in Article 5(j) above.

Art. 21. Liquidation.

(a) The Fund may at any time be dissolved by a resolution of the general meeting of Shareholders subject to the quorum and majority requirements referred to in Article 22 hereof.

(b) Whenever the capital falls below two thirds of the minimum capital as provided by the 2007 Law, the General Partner must submit the question of the dissolution of the Fund to the general meeting of Shareholders. The general meeting, for which no quorum shall be required, shall decide by simple majority of the votes of the Shares present and represented at the meeting.

(c) The question of the dissolution of the Fund must also be referred to the general meeting of Shareholders whenever the capital falls below one quarter of the minimum capital. In such event, the general meeting shall be held without quorum requirements, and the dissolution may be decided by the Shareholders holding one quarter of the votes present and represented at that meeting.

(d) The meeting must be convened so that it is held within a period of 40 days from when it is ascertained that the net assets of the Fund have fallen below two thirds or one quarter of the legal minimum as the case may be.

(e) In the event of dissolution of the Fund and subject to the CSSF's prior approval, liquidation shall be carried out by one or more liquidators (who may be physical persons or legal entities) appointed at a Shareholder meeting effecting such dissolution and which shall determine their powers and their remuneration.

(f) The net proceeds of liquidation shall be distributed by the liquidators to Shareholders pursuant to the rules set forth in Article 20.

(g) The net proceeds may be distributed in kind.

Art. 22. Amendment to Articles. Subject to the prior approval by the Luxembourg supervisory authority, these Articles may be amended from time to time by Shareholder Resolution taken under the conditions provided in articles 103 (and the following related articles) and article 67-1 of the 1915 Law. In addition, any proposed amendment to these Articles will become valid and effective only if separately approved by a simple majority of the votes cast by the Ordinary Shares present or represented.

Art. 23. Governing Regulation. All matters not governed by these Articles shall be determined in accordance with the 1915 Law and the 2007 Law.

Art. 24. Definitions. These definitions form an integral part of the Articles.

AIFMD	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010.
Eligible Investors	Pursuant to article 2 of the 2007 Law, either a) professional or institutional investors, or b) other investors who confirm in writing that they adhere to the status of well-informed investors and are fully aware of the risks and rewards of this type of investment within the meaning of the 2007 Law and who either invest or are committed to invest a minimum

	of 125,000 Euro in the Fund or have been subject to an assessment made by a credit institution within the meaning of Directive 2006/48/EC, by an investment firm within the meaning of Directive 2004/39/EC or by a management company within the meaning of Directive 2009/65/EC certifying such investor's expertise, experience and knowledge in adequately appraising an investment in the Fund or c) a person involved in the management of specialised investment funds. A U.S. Person is prohibited from acquiring Shares in the Fund.
Entry Charge	A charge which may be levied on an Investor admitted to the Fund subsequent to the initial share offering.
General Partner Share	A share issued by the Fund that has been subscribed to by the General Partner.
Interest	An Investor's interest in the Fund being its rights and obligations in connection with any Ordinary Shares held and its related Remaining Commitment.
Investor(s)	The investors who have acquired or have committed to acquire Ordinary Shares in accordance with a Subscription Agreement. For the avoidance of doubt, any affiliate of the General Partner who has acquired or has committed to acquire Ordinary Shares shall be deemed an Investor.
Manager	The Fund's alternative investment fund manager within the meaning of the AIFMD and the 2013 Law.
Ordinary Share	A share issued by the Fund that has been subscribed to by an Investor.
Ordinary Shareholder	The holder of Ordinary Shares.
Prospectus	The most up-to-date version of the prospectus of the Fund published in accordance with the 2007 Law.
Remaining Commitments	The excess of (i) an Investor's Commitment over (ii) the aggregate amount of such Investor's Contributions (net of Contributions refunded pursuant to Article 17 (b)(ii)).
Shares	The Ordinary Shares and the General Partner Shares.
Shareholders	The holders of Ordinary Shares and General Partner Shares.
Subscription Agreement	The agreement the Fund entered into with each of the Investors in connection with the commitment to subscribe for a certain number of Ordinary Shares.
U.S. Person	Shall have the meaning ascribed in Regulation S, as amended from time to time, of the United States Securities Act of 1933, as amended ("the 1933 Act") or as in any other Regulation or act which shall come into force within the United States of America and which shall in the future replace Regulation S or the 1933 Act.
Valuation Day	The last day of each month.
2013 Law	Luxembourg law of 12 July 2013 on alternative investment fund managers, implementing the AIFMD.

Expenses

The expenses which shall be borne by the Fund as a result of its organisation are estimated at approximately EUR 3,000.-

Subscription and payment

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

	Subscribed capital	Paid-in amount	Number of shares
1) Partners Group Management III S.à r.l., prenamed	EUR 31,000	EUR 31,000	3,100,000 General Partner Shares
2) Partners Group Finance EUR IC Limited, prenamed	EUR 1,000	EUR 1,000	1 Ordinary Share
TOTAL	EUR 32,000	EUR 32,000	

Evidence of the above payment has been given to the undersigned notary.

Transitional provisions

1. The first accounting year of the Fund shall begin on the date of its incorporation and end on 31 st December 2015.

2. The first annual general meeting of the shareholders of the Fund will be held in 2016.

Statement

The notary drawing up the present deed declares that the conditions set forth in article 26, 26-3 and 26-5 of the Luxembourg law of 10 August 1915 on commercial companies have been fulfilled and expressly bears witness to their fulfilment.

General meeting of shareholders

The above named persons representing the entire subscribed capital and considering themselves as validly convened, have immediately proceeded to hold a general meeting of shareholders which resolved as follows:

I. The following company is elected as independent auditor:

PricewaterhouseCoopers, Société Coopérative, 2, rue Gerhard Mercator, L-2182 Luxembourg, Grand Duchy of Luxembourg.

The mandate shall lapse on the date of the annual general meeting in 2016.

II. The registered office of the Fund is fixed at 2, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg.

The undersigned notary, who understands and speaks English, states that on request of the above named person, this deed is worded in English only.

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

This deed having been read to the appearing person, who is known to the notary by her surname, Christian name, civil status and residence, said appearing person signed together with us, the notary, this original deed.

Gezeichnet: S. WOLTER-SCHIERES und H. HELLINCKX.

Enregistré à Luxembourg, Actes Civils 1, le 20 mai 2015. Relation: 1LAC/2015/15566. Reçu soixante-quinze euros (75,- EUR).

Le Receveur (signé): P. MOLLING.

FÜR GLEICHLAUTENDE AUSFERTIGUNG, der Gesellschaft auf Begehr erteilt.

Luxemburg, den 5. Juni 2015.

Référence de publication: 2015084219/521.

(150096811) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 juin 2015.

MSK SICAV-SIF, Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé.

Siège social: L-8070 Bertrange, 31, Z.A. Bourmicht.

R.C.S. Luxembourg B 174.780.

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In the year two thousand and fifteen, on the second day of June,

before us, Maître Cosita DELVAUX, notary residing in Luxembourg, Grand Duchy of Luxembourg,

was held:

an extraordinary general meeting of the shareholders of MSK SICAV-SIF, a Société Anonyme under the form of a Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé governed by the laws of Luxembourg, with registered office at 31, Z.A. Bourmicht, L-8070 Luxembourg, Grand Duchy of Luxembourg (the "Company"), having been incorporated following a deed of Maître Marc Loesch, notary, residing in Luxembourg, dated 23 January 2013, published in the Mémorial C, Recueil des Sociétés et Associations number 623 of 14 March 2013, and registered with the Luxembourg Register of Commerce and Companies under number B 174.780.

The meeting is declared open at 2 p.m. by Mrs Carole BENINGER, employee, with professional address in Bertrange, in the chair, who appointed Mr Benoit TASSIGNY, employee, with professional address in Luxembourg, as secretary.

The meeting elected Mrs Carole BENINGER prenamed as scrutineer.

The board of the meeting having thus been constituted, the chairman called upon the notary to record that:

(i) The agenda of the meeting is the following:

Agenda:

1 To amend Article 1 of the articles of incorporation of the Company relating to the denomination of the Company to read as follows:

" **Art. 1. Denomination.** There exists among the subscribers and all those who may become holders of shares, a company in the form of a public liability company ("société anonyme") qualifying as an investment company with variable share capital - specialised investment fund ("société d'investissement à capital variable - fonds d'investissement spécialisé") under the law of 13 th February 2007 relating to specialised investment funds, as amended (hereinafter referred to as, the "2007 Law"), and as an alternative investment fund ("AIF") under the law of 12 July 2013 on alternative investment fund managers (the "AIFM Law"), in the structure of an umbrella fund under the name of MSK SICAV-SIF (the "Company"). The Company may be composed of one sole shareholder or several shareholders (the "Shareholders").

Terms not defined in these articles of incorporation (the "Articles") shall have the same meaning given to them in the prospectus of the Company from time to time (the "Prospectus")."

2 To amend the third paragraph of Article 3 of the articles of incorporation of the Company relating to the object of the Company to read as follows:

" **Art. 3. Object.** […]

The Company may take any measures and carry out any operation which it may deem useful in the accomplishment and development of its purpose to the full extent permitted by the 2007 Law and the AIFM Law."

3 To amend Article 17 of the articles of incorporation of the Company relating to the determination of investment policies to read as follows:

" **Art. 17. Determination of investment policies.** The Board of Directors and the AIFM shall have power to determine the corporate and investment policy for the investments of the Company and the course of conduct of the management and business affairs of the Company as well as any restrictions which shall from time to time be applicable to the investments of the Company, in compliance with applicable laws."

4 To amend Article 18 of the articles of incorporation of the Company relating to the co-management of the Company to read as follows:

" **Art. 18. Co-Management.** For the purposes of effective management and in order to reduce the operational and administrative costs, the Board of Directors or, as the case may be, the AIFM, may decide, as described in the Prospectus, that all or part of the assets of one or more Sub-Funds of the Company be co-managed with the assets belonging to other Sub-Funds of the Company (for the purpose hereof, the "Participating Sub-Fund"). In the following paragraphs, the term "Co-Managed Assets" will refer to all the assets belonging to the Participating Sub-Funds which are subject to this co-management scheme.

Within this framework, the Board of Directors or, as the case may be, the AIFM, may, for the account of the Participating Sub-Funds, take decisions on investment, divestment or on other readjustments which will have an effect on the composition of the Participating Sub-Funds' portfolio. Each Participating Sub-Fund will hold such proportion of the Co-Managed Assets which corresponds to a proportion of its Net Asset Value over the total value of the Co-Managed Assets. This ratio will be applied to each of the levels of the portfolio held or acquired in co-management. In the event of investment or divestment decisions, these ratios will not be affected and additional investments will be allocated, in accordance with the same ratios, to the Participating Sub-Funds and any assets realised will be withdrawn proportionally to the Co-Managed Assets held by each Participating Sub-Fund.

In the event of new subscriptions occurring in respect of one of the Participating Sub-Funds, the proceeds of the subscription will be allocated to the Participating Sub-Funds according to the modified ratio resulting from the increase of the net assets of the Participating Sub-Fund which benefited from the subscriptions, and all levels of the portfolio held in co-management will be modified by way of transfer of the relevant assets in order to be adjusted to the modified ratios. In like manner, in the event of redemptions occurring in respect of one of the Participating Sub-Funds, it will be necessary to withdraw such liquid assets held by the Participating Sub-Funds as will be determined on the basis of the modified ratios, which means that the levels of the portfolios will have to be adjusted accordingly. Shareholders must be aware that even without an intervention of the competent bodies of the Company or, as the case may be, of the AIFM, the co-management technique may affect the composition of the Sub-Fund's assets as a result of particular events occurring in respect of other Participating Sub-Funds such as subscriptions and/or redemptions. Thus, on the one hand, subscriptions effected with respect to one of the Participating Sub-Funds will lead to an increase of the liquid assets of such Participating Sub-Fund, while on the other hand, redemptions will lead to a decrease of the liquid assets of the relevant Participating Sub-Fund. The subscription and redemption proceeds may however be kept on a specific account held in respect of each Participating Sub-Fund which will not be subject to the co-management technique and through which the subscriptions and redemptions proceeds may transit. The crediting/and debiting to and from this specific account of an important volume of subscriptions and redemptions and the Company's or, as the case may be, the AIFM's competent bodies' discretionary power to decide at any moment to discontinue the co-management technique can be regarded as a form of trade-off for the readjustments in the Sub-Funds' portfolios should the latter be construed as being contrary to the interests of the Shareholders of the relevant Participating Sub-Funds.

Where a change with respect to the composition of a specific Participating Sub-Fund's portfolio occurs because of the redemption of Shares of such Participating Sub-Fund or the payments of any fees or expenses which have been incurred by another Participating Sub-Fund and would lead to the violation of the investment restrictions of such Participating Sub-Fund, the relevant assets will be excluded from the co-management scheme before enacting the relevant modification.

Co-Managed Assets will only be co-managed with assets belonging to Participating Sub-Funds of which the investment policy is compatible. Given that the Participating Sub-Funds can have investment policies which are not exactly identical, it cannot be excluded that the common policy applied will be more restrictive than that of the particular Participating Sub-Funds.

The Board of Directors or, as the case may be, the AIFM, may at any time and without any notice whatsoever decide that the co-management will be discontinued.

The Shareholders may, at any moment, obtain information at the registered office of the Company, on the percentage of the Co-Managed Assets and on the Participating Sub-Funds that are subject to the co-management scheme. Periodic reports made available to the Shareholders from time to time will provide information on the percentage of the Co-Managed Assets and on the Participating Sub-Funds that are subject to the co-management scheme."

5 To add an Article 22 in the articles of incorporation of the Company relating to the alternative investment fund manager which will read as follows:

" **Art. 22. Alternative investment fund manager.** The Board of Directors shall appoint an alternative investment fund manager ("AIFM") as defined in the AIFM Law.

The AIFM shall be responsible, subject to the ultimate oversight of the Board of Directors, for the portfolio management and the risk management of each Sub-Fund in accordance with the Prospectus as well as the performance of other tasks specifically assigned to the AIFM in the Prospectus.

The AIFM is further responsible for performing the valuation function in the meaning of Article 17 of the AIFM Law and, unless as otherwise specified in the Prospectus, for the distribution of the Shares of each Sub-Fund."

6 To add an Article 23 in the articles of incorporation of the Company relating to the Depositary which will read as follows:

" **Art. 23. Depositary.** The Company has appointed a Depositary which shall fulfil the duties and responsibilities as provided for by the 2007 Law and the AIFM Law.

Where the law of a third country requires that certain financial instruments be held in custody by a local entity and there are no local entities that satisfy the delegation requirements of article 19 (11) (d) (ii) of the AIFM Law, the Depositary can discharge itself of liability towards the Company and its Shareholders provided that all the conditions set out in article 19 (14) of the AIFM Law are met including the condition that the Shareholders of the Company have been duly informed of that discharge and of the circumstances justifying the discharge prior to their investment.

Additional details are disclosed in the Prospectus."

7 To amend Article 27 IV of the articles of incorporation of the Company relating to the determination of the Net Asset Value by adding a point (6) to read as follows:

" **Art. 27. Determination of Net Asset Value.**

IV. For the purpose of valuation:

[…]

"(6) the value of other assets will be determined prudently and in good faith by, and under the direction of, the Board of Directors and the AIFM in accordance with the relevant valuation principles and procedures."

II. That the present extraordinary general meeting has been convened by registered letters to the holders of shares (all in registered form) and by e-mail on the 21 day of May 2015, as was certified to the notary executing the present deed, the related copies of the said letters have been deposited on the desk of the bureau of the meeting.

III. The shareholders present or represented, the proxyholders of the represented shareholders and the number of their shares are shown on an attendance list; this attendance list, signed by the shareholders, the proxyholders of the represented shareholders, the board of the meeting and the undersigned notary, will remain annexed to the present deed.

The proxies of the represented shareholders will also remain annexed to the present deed.

IV. It appears from the attendance list mentioned hereabove, that out of the total 522,636 shares, 497,856 shares, being 95% of the share capital, are duly represented at the present general meeting and in consideration of the agenda and of the provisions of article 67 and 67-1 of the law on commercial companies, the present meeting is validly constituted and is accordingly authorized to deliberate on the items of the agenda.

(ii) V. After the foregoing has been approved by the meeting, the general meeting, after deliberation, took unanimously the following resolutions:

First resolution

The general meeting resolved to amend Article 1 of the articles of incorporation of the Company relating to the denomination of the Company.

Article 1 shall read as follows:

" **Art. 1. Denomination.** There exists among the subscribers and all those who may become holders of shares, a company in the form of a public liability company ("société anonyme") qualifying as an investment company with variable share capital - specialised investment fund ("société d'investissement à capital variable - fonds d'investissement spécialisé") under the law of 13 th February 2007 relating to specialised investment funds, as amended (hereinafter referred to as, the "2007 Law"), and as an alternative investment fund ("AIF") under the law of 12 July 2013 on alternative investment fund managers (the "AIFM Law"), in the structure of an umbrella fund under the name of MSK SICAV-SIF (the "Company"). The Company may be composed of one sole shareholder or several shareholders (the "Shareholders").

Terms not defined in these articles of incorporation (the "Articles") shall have the same meaning given to them in the prospectus of the Company from time to time (the "Prospectus")."

Votes in favour: 100% of the shares, present or represented at the meeting.

Votes against: 0% of the shares, present or represented at the meeting.

Abstention from voting: 0% of the shares, present or represented at the meeting.

Second resolution

The general meeting resolved to amend the third paragraph of Article 3 of the articles of incorporation of the Company relating to the object of the Company.

Article 3 shall read as follows:

" **Art. 3. Object.** The exclusive object of the Company is to place the funds available to it in any investments permitted by the 2007 Law with the purpose of spreading investment risks and affording its shareholders the results of the management of its assets.

The Company invests its assets in accordance with the terms as specified in the Prospectus and subject to the restrictions laid down therein and in these Articles with a view to achieving its investment objective through the implementation of its investment strategy and policy as specified in the Prospectus.

The Company may take any measures and carry out any operation which it may deem useful in the accomplishment and development of its purpose to the full extent permitted by the 2007 Law and the AIFM Law."

Votes in favour: 100% of the shares, present or represented at the meeting.

Votes against: 0% of the shares, present or represented at the meeting.

Abstention from voting: 0% of the shares, present or represented at the meeting.

Third resolution

The general meeting resolved to amend Article 17 of the articles of incorporation of the Company relating to the determination of investment policies.

Article 17 shall read as follows:

" **Art. 17. Determination of investment policies.** The Board of Directors and the AIFM shall have power to determine the corporate and investment policy for the investments of the Company and the course of conduct of the management and business affairs of the Company as well as any restrictions which shall from time to time be applicable to the investments of the Company, in compliance with applicable laws."

Votes in favour: 100% of the shares, present or represented at the meeting.

Votes against: 0% of the shares, present or represented at the meeting.

Abstention from voting: 0% of the shares, present or represented at the meeting.

Fourth resolution

The general meeting resolved to amend Article 18 of the articles of incorporation of the Company relating to the co-management of the Company.

Article 18 shall read as follows:

" **Art. 18. Co-Management.** For the purposes of effective management and in order to reduce the operational and administrative costs, the Board of Directors or, as the case may be, the AIFM, may decide, as described in the Prospectus, that all or part of the assets of one or more Sub-Funds of the Company be co-managed with the assets belonging to other Sub-Funds of the Company (for the purpose hereof, the "Participating Sub-Fund"). In the following paragraphs, the term "Co-Managed Assets" will refer to all the assets belonging to the Participating Sub-Funds which are subject to this co-management scheme.

Within this framework, the Board of Directors or, as the case may be, the AIFM, may, for the account of the Participating Sub-Funds, take decisions on investment, divestment or on other readjustments which will have an effect on the composition of the Participating Sub-Funds' portfolio. Each Participating Sub-Fund will hold such proportion of the Co-Managed Assets which corresponds to a proportion of its Net Asset Value over the total value of the Co-Managed Assets. This ratio will be applied to each of the levels of the portfolio held or acquired in co-management. In the event of investment or divestment decisions, these ratios will not be affected and additional investments will be allocated, in accordance with the same ratios, to the Participating Sub-Funds and any assets realised will be withdrawn proportionally to the Co-Managed Assets held by each Participating Sub-Fund.

In the event of new subscriptions occurring in respect of one of the Participating Sub-Funds, the proceeds of the subscription will be allocated to the Participating Sub-Funds according to the modified ratio resulting from the increase of the net assets of the Participating Sub-Fund which benefited from the subscriptions, and all levels of the portfolio held in co-management will be modified by way of transfer of the relevant assets in order to be adjusted to the modified ratios. In like manner, in the event of redemptions occurring in respect of one of the Participating Sub-Funds, it will be necessary to withdraw such liquid assets held by the Participating Sub-Funds as will be determined on the basis of the modified ratios, which means that the levels of the portfolios will have to be adjusted accordingly. Shareholders must be aware that even without an intervention of the competent bodies of the Company or, as the case may be, of the AIFM, the co-management technique may affect the composition of the Sub-Fund's assets as a result of particular events occurring in respect of other

Participating Sub-Funds such as subscriptions and/or redemptions. Thus, on the one hand, subscriptions effected with respect to one of the Participating Sub-Funds will lead to an increase of the liquid assets of such Participating Sub-Fund, while on the other hand, redemptions will lead to a decrease of the liquid assets of the relevant Participating Sub-Fund. The subscription and redemption proceeds may however be kept on a specific account held in respect of each Participating Sub-Fund which will not be subject to the co-management technique and through which the subscriptions and redemptions proceeds may transit. The crediting/and debiting to and from this specific account of an important volume of subscriptions and redemptions and the Company's or, as the case may be, the AIFM's competent bodies' discretionary power to decide at any moment to discontinue the co-management technique can be regarded as a form of trade-off for the readjustments in the Sub-Funds' portfolios should the latter be construed as being contrary to the interests of the Shareholders of the relevant Participating Sub-Funds.

Where a change with respect to the composition of a specific Participating Sub-Fund's portfolio occurs because of the redemption of Shares of such Participating Sub-Fund or the payments of any fees or expenses which have been incurred by another Participating Sub-Fund and would lead to the violation of the investment restrictions of such Participating Sub-Fund, the relevant assets will be excluded from the co-management scheme before enacting the relevant modification.

Co-Managed Assets will only be co-managed with assets belonging to Participating Sub-Funds of which the investment policy is compatible. Given that the Participating Sub-Funds can have investment policies which are not exactly identical, it cannot be excluded that the common policy applied will be more restrictive than that of the particular Participating Sub-Funds.

The Board of Directors or, as the case may be, the AIFM, may at any time and without any notice whatsoever decide that the co-management will be discontinued.

The Shareholders may, at any moment, obtain information at the registered office of the Company, on the percentage of the Co-Managed Assets and on the Participating Sub-Funds that are subject to the co-management scheme. Periodic reports made available to the Shareholders from time to time will provide information on the percentage of the Co-Managed Assets and on the Participating Sub-Funds that are subject to the co-management scheme."

Votes in favour: 100% of the shares, present or represented at the meeting.

Votes against: 0% of the shares, present or represented at the meeting.

Abstention from voting: 0% of the shares, present or represented at the meeting.

Fifth resolution

The general meeting resolved to add a new Article 22 in the articles of incorporation of the Company relating to the alternative investment fund manager.

Article 22 shall read as follows:

" **Art. 22. Alternative investment fund manager.** The Board of Directors shall appoint an alternative investment fund manager ("AIFM") as defined in the AIFM Law.

The AIFM shall be responsible, subject to the ultimate oversight of the Board of Directors, for the portfolio management and the risk management of each Sub-Fund in accordance with the Prospectus as well as the performance of other tasks specifically assigned to the AIFM in the Prospectus.

The AIFM is further responsible for performing the valuation function in the meaning of Article 17 of the AIFM Law and, unless as otherwise specified in the Prospectus, for the distribution of the Shares of each Sub-Fund."

Votes in favour: 100% of the shares, present or represented at the meeting.

Votes against: 0% of the shares, present or represented at the meeting.

Abstention from voting: 0% of the shares, present or represented at the meeting.

Sixth resolution

The general meeting resolved to add a new Article 23 in the articles of incorporation of the Company relating to the Depositary.

Article 23 shall read as follows:

" **Art. 23. Depositary.** The Company has appointed a Depositary which shall fulfil the duties and responsibilities as provided for by the 2007 Law and the AIFM Law.

Where the law of a third country requires that certain financial instruments be held in custody by a local entity and there are no local entities that satisfy the delegation requirements of article 19 (11) (d) (ii) of the AIFM Law, the Depositary can discharge itself of liability towards the Company and its Shareholders provided that all the conditions set out in article 19 (14) of the AIFM Law are met including the condition that the Shareholders of the Company have been duly informed of that discharge and of the circumstances justifying the discharge prior to their investment.

Additional details are disclosed in the Prospectus."

Votes in favour: 100% of the shares, present or represented at the meeting.

Votes against: 0% of the shares, present or represented at the meeting.

Abstention from voting: 0% of the shares, present or represented at the meeting.

Seventh resolution

The general meeting resolved to proceed to a renumerotation of the articles 22 to 31 of the current articles of association which will become articles 24 to 33.

Eighth resolution

The general meeting resolved to amend the new Article 27 IV (before Article 25) of the articles of incorporation of the Company relating to the determination of the net asset value by adding a point (6).

Article 27 shall read as follows:

IV. For the purpose of valuation:

[…]

"(6) the value of other assets will be determined prudently and in good faith by, and under the direction of, the Board of Directors and the AIFM in accordance with the relevant valuation principles and procedures."

Votes in favour: 100% of the shares, present or represented at the meeting.

Votes against: 0% of the shares, present or represented at the meeting.

Abstention from voting: 0% of the shares, present or represented at the meeting.

There being no further business, the meeting is terminated at 2.30 p.m..

Expenses

The expenses, costs, fees and charges which shall be borne by the Company as a result of the present deed are estimated at EUR 2,500.-

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

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

The document having been read to the persons appearing, who are known to the notary by their surname, first name, civil status and residence, the said persons signed together with Us notary this original deed.

Signé: C. BENINGER, B. TASSIGNY, C. DELVAUX.

Enregistré à Luxembourg, Actes Civils 1, le 03 juin 2015. Relation: 1LAC/2015/17192. Reçu soixante-quinze euros (75,00 €).

Le Receveur ff. (signé): C. FRISING.

POUR EXPEDITION CONFORME, délivrée aux fins de dépôt au Registre de Commerce et des Sociétés de Luxembourg et aux fins de la publication au Mémorial C, Recueil des Sociétés et Associations.

Luxembourg, le 08 juin 2015. Me Cosita DELVAUX.

Référence de publication: 2015085674/288.

(150097381) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juin 2015.

Stanhope, Société d'Investissement à Capital Variable.

Siège social: L-2449 Luxembourg, 14, boulevard Royal.

R.C.S. Luxembourg B 107.997.

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IN THE YEAR TWO THOUSAND FIFTEEN, ON THE SECOND DAY OF JUNE.

Before Us Maître Cosita DELVAUX, notary, residing in Luxembourg, undersigned.

Is held:

an extraordinary general meeting of the shareholders (hereafter referred to as the "Meeting") of "STANHOPE" (hereafter referred to as the "Company" or the "SICAV"), a société anonyme qualified as Société d'Investissement à Capital Variable, having its registered office at 14, boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 107.997, incorporated pursuant to a deed received by Maître Jean-Paul HENCKS, then notary residing in Luxembourg, Grand Duchy of Luxembourg, on 19 May 2005, published in Mémorial C, Recueil des Sociétés et Associations number 536 of 4 June 2005, the articles of incorporation of which have been on 27 February 2008 pursuant to a deed received by Maître Henri HELLINCKX, notary residing in Luxembourg, published in Mémorial C, Recueil des Sociétés et Associations number 719 of 25 March 2008.

The Meeting is open with Mrs Lydie MOULARD, employee in Luxembourg, as chairman of the Meeting.

The chairman appoints as secretary Mrs Fanny MARX, employee in Luxembourg.

The Meeting elected as scrutineer Mrs Isabelle BRANGBOUR-MERLL, employee in Luxembourg.

The board of the Meeting having thus been constituted, the chairman declares and requests the notary to state:

I.- That the agenda of the Meeting is the following:

Agenda:

- Dissolution and liquidation of the SICAV

- Appointment of Deloitte Tax & Consulting, pending the approval of the CSSF, represented by Mr Michael JJ Martin and Mr Eric Collard, each of them having individual power to represent Deloitte Tax & Consulting, société à responsabilité limitée, established and having its registered office at 560, rue de Neudorf, L-2220 Luxembourg (R.C.S. Luxembourg, section B number 165.178), as the sole liquidator (the Liquidator) of the SICAV, determination of its powers and remuneration.

II. The shareholders present or represented, the proxies of the represented shareholders and the number of their shares are shown on an attendance list; this attendance list signed by the shareholders present, the proxies of the represented shareholders and by the board, will remain annexed to the present deed to be filed at the same time with the registration authorities.

The proxies given by the represented shareholders after having been signed "ne varietur" by the members of the board of the meeting and by the undersigned notary will also remain annexed to the present deed.

III. The present shareholders meeting has been convened by announcements containing the above named agenda appeared in:

- in the Mémorial C, Recueil des Sociétés et Associations, on 13 May 2015 number 1243 and on 22 May 2015 number 1332,

- in «Luxemburger Wort» on 13 May 2015 and on 22 May 2015.

IV. It appears from the attendance list that, out of the 18,168 (eighteen thousand one hundred sixty eight) shares in issue, 9,110.468 (nine thousand one hundred ten four six eight) shares are present or represented at the Meeting. The Chairman declares that the present Meeting was regularly convened, that the quorum required by article 67-1 of the law of 10 August 1915 on commercial companies as amended is reached, and that the Meeting is therefore regularly constituted and can deliberate on all the items of the above named agenda.

After deliberation, the shareholders meeting requests the undersigned notary to document the following resolutions:

First resolution

In compliance with the law of August 10, 1915 on commercial companies, as amended, the Meeting decides to dissolve the Company and to put it into liquidation as from the present day.

Second resolution

As a consequence of the above taken resolution, the Meeting decides to appoint as liquidator:

Deloitte Tax & Consulting, with its registered office at 560, rue de Neudorf, L-2220 Luxembourg, R.C.S. Luxembourg B 165.178, represented by Mr Michael JJ Martin and Mr Eric Collard, each of them having individual power to represent Deloitte Tax & Consulting.

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

He may accomplish all the acts provided for by Article 145 without requesting the authorization of the shareholders in the cases in which it is requested.

He may exempt the registrar of mortgages to take registration automatically; renounce all the real rights, preferential rights, mortgages, actions for rescission; remove the attachment, with or without payment of all the preferential or mortgaged registrations, transcriptions, attachments, oppositions or other impediments.

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

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

Expenses

The costs, expenses, remuneration or charges in any form whatsoever which shall be borne by the Company as a result of the present shareholders meeting are estimated at EUR 1,400.-.

There being no further business on the agenda, the Meeting is thereupon adjourned.

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

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

The document having been read to the appearing persons, all of whom are known to the notary by their names, surnames, civil statuses and residences, they signed together with us, the Notary, the present original deed.

Suit la traduction en français du texte qui précède:

L'AN DEUX MIL QUINZE, LE DEUX JUIN.

Par-devant Maître Cosita DELVAUX, notaire de résidence à Luxembourg, soussignée.

S'est réunie:

une assemblée générale extraordinaire des actionnaires (ci-après l'«assemblée») de la société «STANHOPE» (ci-après la «Société» ou la «SICAV»), une société anonyme qualifiée de Société d'Investissement à Capital Variable, établie et existante sous les lois du Grand-Duché de Luxembourg, ayant son siège social au 14, boulevard Royal, L-2449 Luxembourg, immatriculée au Registre du Commerce et des Sociétés Luxembourg sous le numéro B 107.997, constituée suivant acte reçu en date du 19 mai 2005 par Maître Jean-Paul HENCKS, alors notaire de résidence à Luxembourg, acte publié au Mémorial C, Recueil des Sociétés et Associations numéro 536 du 4 juin 2005. Les statuts de la Société ont été modifiés par acte de Maître Henri HELLINCKX, notaire de résidence à Luxembourg, le 27 février 2008, acte publié au Mémorial C, Recueil des Sociétés et Associations numéro 719 du 25 mars 2008.

L'assemblée est présidée par Madame Lydie MOULARD, employée à Luxembourg.

Le président désigne comme secrétaire Madame Fanny MARX, employée à Luxembourg.

L'assemblée choisit comme scrutateur Madame Isabelle BRANGBOUR-MERLL, employée à Luxembourg.

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

I.- Que l'ordre du jour de l'assemblée est le suivant:

Ordre du jour:

- Dissolution et liquidation de la SICAV

- Nomination de Deloitte Tax & Consulting, sous réserve d'approbation par CSSF, représentée par Monsieur Michael JJ Martin et Monsieur Eric Collard, chacun ayant pouvoir d'engager par sa signature individuelle la société Deloitte Tax & Consulting, société à responsabilité limitée, ayant son siège social au 560, rue de Neudorf, L-2220 Luxembourg (R.C.S. Luxembourg, section B numéro 165.178), en tant que liquidateur unique (le Liquidateur) de la SICAV, et détermination de ses pouvoirs.

II.- Que les actionnaires présents ou représentés, les mandataires des actionnaires représentés, ainsi que le nombre d'actions qu'ils détiennent, sont indiqués sur une liste de présence; cette liste de présence, après avoir été signée par les actionnaires présents, les mandataires des actionnaires représentés ainsi que par les membres du bureau, restera annexée au présent procès-verbal pour être soumise avec lui aux formalités de l'enregistrement.

Les procurations des actionnaires représentés, signées «ne varietur» par les membres du bureau et le notaire instrumentaire, resteront aussi annexées au présent acte.

III. Que la présente Assemblée a été convoquée par des annonces contenant l'ordre du jour parues:

- au Mémorial C, Recueil des Sociétés et Associations, le 13 mai 2015 numéro 1243 et le 22 mai 2015 numéro 1332,

- dans «Luxemburger Wort» le 13 mai 2015 et le 22 mai 2015.

IV. Il ressort de la liste de présence, que sur 18.168 (dix-huit mille cent soixante-huit) actions émises, 9.110,468 (neuf mille cent dix virgule quatre six huit) sont présentes ou représentées à la présente assemblée. Le président déclare que la présente assemblée a été régulièrement convoquée, que le quorum requis par l'article 67-1 de la loi du 10 août 1915 concernant les sociétés commerciales est atteint, et que par conséquent l'assemblée est régulièrement constituée et peut valablement délibérer sur l'ordre du jour pré-indiqué.

L'assemblée générale des actionnaires, après avoir délibéré, demande au notaire d'acter les résolutions suivantes:

Première résolution:

L'assemblée décide de dissoudre la Société et de la mettre en liquidation à compter de ce jour.

Deuxième résolution:

L'assemblée nomme comme Liquidateur:

Deloitte Tax & Consulting, ayant son siège social au 560, rue de Neudorf, L-2220 Luxembourg, R.C.S. Luxembourg B 165.178, représentée par Monsieur Michael JJ Martin et Monsieur Eric Collard, chacun ayant pouvoir d'engager Deloitte Tax & Consulting par sa seule signature.

Le liquidateur a les pouvoirs les plus étendus prévus par les articles 144 à 148bis des lois coordonnées sur les sociétés commerciales. Il peut accomplir les actes prévus à l'article 145 sans devoir recourir à l'autorisation de l'assemblée générale dans les cas où elle est requise.

Le Liquidateur est exempté de dresser un inventaire, et peut se référer aux comptes de la Société.

Pouvoir est conféré au liquidateur de représenter la société pour toutes opérations pouvant relever des besoins de la liquidation, de réaliser l'actif, d'apurer le passif et de distribuer les avoirs nets de la société aux actionnaires, proportionnellement au nombre de leurs actions, en nature ou en numéraire.

Il peut notamment, et sans que l'énumération qui va suivre soit limitative, vendre, échanger et aliéner tous biens tant meubles qu'immeubles et tous droits y relatifs; donner mainlevée, avec renonciation à tous droits réels, privilèges, hypothèques et actions résolutoires, de toutes inscriptions, transcriptions, mentions, saisies et oppositions; dispenser le conservateur des hypothèques de prendre inscription d'office; accorder toutes priorités d'hypothèques et de privilèges; céder tous rangs d'inscription; faire tous paiements, même s'ils n'étaient pas de paiements ordinaires d'administration; remettre toutes dettes; transiger et compromettre sur tous intérêts sociaux; proroger toutes juridictions; renoncer aux voies de recours ou à des prescriptions acquises.

Frais

Les frais, dépenses, rémunérations et charges sous quelque forme que ce soit, incombant à la société et mis à sa charge en raison des présentes, sont évalués sans nul préjudice à la somme de EUR 1.400,-.

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

Le notaire soussigné qui connaît la langue anglaise constate que sur demande des comparants le présent acte est rédigé en langue anglaise suivi d'une version française. Sur demande des mêmes comparants et en cas de divergences entre le texte anglais et le texte français, le texte anglais fera foi.

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

Et après lecture faite et interprétation donnée aux comparants, connus du notaire par leurs nom, prénom usuel, état et demeure, ceux-ci ont signé avec le notaire le présent acte.

Signé: L. MOULARD, F. MARX, I. BRANGBOUR-MERLL, C. DELVAUX.

Enregistré à Luxembourg, Actes Civils 1, le 03 juin 2015. Relation: 1LAC/2015/17190. Reçu douze euros (12,00 €).

Le Receveur ff. (signé): C. FRISING.

POUR EXPEDITION CONFORME, délivrée aux fins de dépôt au Registre de Commerce et des Sociétés de Luxembourg et aux fins de la publication au Mémorial C, Recueil des Sociétés et Associations.

Luxembourg, le 08 juin 2015. Me Cosita DELVAUX.

Référence de publication: 2015085880/151.

(150098022) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juin 2015.

Allianz Global Investors Fund II, Société d'Investissement à Capital Variable.

Siège social: L-2633 Senningerberg, 6A, route de Trèves.

R.C.S. Luxembourg B 117.659.

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Mitteilung an die Anteilinhaber

Der Verwaltungsrat der Allianz Global Investors Fund II (SICAV) (die "Gesellschaft") gibt bekannt, dass der Teilfonds Allianz Global Investors Fund II - Allianz Strategie 2014 Plus zum 13. Mai 2015 liquidiert wurde.

ISIN	WKN	Fondsname - Anteilklasse
LU0494918757	A1CUYZ	Allianz Global Investors Fund II - Allianz Strategie 2014 Plus - Anteilklasse AT (EUR)

Alle Anteilinhaber wurden vollständig ausbezahlt und demzufolge war eine Übertragung des Liquidationserlöses an die Caisse de Consignation nicht erforderlich. Das Liquidationsverfahren für den zuvor genannten Teilfonds ist somit abgeschlossen.

Senningerberg, Juni 2015 Der Verwaltungsrat

Référence de publication: 2015086843/755/17.

Immobilière Ciel S.A., Société Anonyme Unipersonnelle.

Siège social: L-8011 Strassen, 283, route d'Arlon.

R.C.S. Luxembourg B 98.641.

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L'an deux mille quinze, le neuf avril.

Par-devant Maître Roger ARRENSDORFF, notaire de résidence à Luxembourg, soussigné.

S'est réunie:

l'assemblée générale extraordinaire des actionnaires de la société «IMMOBILIERE CIEL S.A.», actuellement sans siège social, constituée suivant acte du notaire Tom METZLER de Luxembourg, en date du 13 janvier 2004, publié au Mémorial

C, Recueil des Sociétés et Associations, Numéro 227 du 25 février 2004, modifiée pour la dernière fois suivant acte du notaire Tom METZLER de Luxembourg en date du 26 juin 2006, publié au dit Mémorial C, Numéro 1764 du 21 septembre 2006, inscrite au Registre de Commerce et des Sociétés sous le numéro B 98.641.

L'assemblée est ouverte sous la présidence de Michel VANSIMPSEN, administrateur de sociétés, demeurant professionnellement à Strassen

qui désigne comme secrétaire Ariane VANSIMPSEN, expert-comptable, demeurant professionnellement à Strassen.

L'assemblée choisit comme scrutateur Ariane VANSIMPSEN, expert-comptable, demeurant professionnellement à Strassen.

Le bureau ayant ainsi été constitué, le Président expose et prie le notaire instrumentant d'acter:

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

1.- Transfert du siège social de la société et modification subséquente du premier alinéa de l'article 2 des statuts;

2.- Fixation de l'adresse;

3.- Constatation de la réunion entre les mêmes mains de toutes les actions de la société et transformation de la société en société anonyme unipersonnelle;

4.- Modification subséquente de l'article 6 et de l'article 12 des statuts de la société;

5.- Démission du commissaire aux comptes;

6.- Nomination d'un nouveau commissaire aux comptes.

II) Il a été établi une liste de présence, renseignant les actionnaires présents et représentés, ainsi que le nombre d'actions qu'ils détiennent, laquelle, après avoir été signée ne varietur par les actionnaires ou leurs mandataires et par les membres du bureau sera annexée au présent acte pour être soumis à la formalité de l'enregistrement.

Les pouvoirs des actionnaires représentés, signés ne varietur par les comparants et par le notaire instrumentant, resteront également annexés au présent acte.

III) Il résulte de ladite liste de présence que toutes les actions représentant l'intégralité du capital social sont présentes ou représentées à cette assemblée, laquelle est dès lors régulièrement constituée et peut valablement délibérer sur son ordre du jour. Tous les actionnaires présents ou représentés déclarent avoir renoncé à toutes les formalités de convocation.

Après délibération, l'assemblée prend, chaque fois à l'unanimité, les résolutions suivantes:

Première résolution

L'assemblée décide de transférer le siège social de la société de la commune de Luxembourg à la commune de Strassen et par conséquent de modifier le premier alinéa de l'article 2 de statuts comme suit:

« **Art. 2. Premier alinéa.** Le siège de la société est établi dans la commune de Strassen.»

Deuxième résolution

L'Assemblée fixe l'adresse de la société à L-8011 Strassen, 283, route d'Arlon.

Troisième résolution

L'assemblée constate la réunion de toutes les actions de la société entre les mêmes mains, transformant la société en société anonyme unipersonnelle, conformément à l'article 23 de la loi du 25 août 2006, et qu'en conséquence a été nommé Monsieur Alain DECORTE, administrateur de société, demeurant à B-1640 Sint-Genesius-Rode (Belgique), Drève de Lansrode 34, administrateur unique pour une durée de six ans.

Quatrième résolution

Suite à la résolution qui précède, l'assemblée choisit de modifier en conséquence l'article 6 et l'article 12 des statuts pour leur donner la teneur suivante:

« **Art. 6.** La société est administrée par un conseil composé de trois membres au moins, actionnaires ou non, nommés pour un terme qui ne peut excéder six ans par l'assemblée générale des actionnaires et toujours révocables par elle.

Toutefois, lorsque la société est constituée par un actionnaire unique ou que, à une assemblée générale des actionnaires, il est constaté que celle-ci n'a plus qu'un actionnaire unique, la composition du conseil d'administration peut être limitée à un (1) membre jusqu'à l'assemblée générale ordinaire suivant la constatation de l'existence de plus d'un actionnaire.

En cas de vacance d'une place d'administrateur nommé par l'assemblée générale, les administrateurs restants ainsi nommés auront le droit d'y pourvoir provisoirement. Dans ce cas, l'assemblée générale, lors de la première réunion, procédera à l'élection définitive.

Lorsque la société compte un seul administrateur, il exerce les pouvoirs dévolus au conseil d'administration.»

« **Art. 12.** Vis-à-vis des tiers, la société est engagée en toutes circonstances soit par les signatures conjointes de deux administrateurs ou dans le cas d'une société anonyme unipersonnelle par la signature de l'administrateur. La signature d'un seul administrateur sera suffisante pour représenter valablement la société dans ses rapports avec les administrations publiques.»

Cinquième résolution

L'assemblée accepte la démission de COMCOLUX S.à r.l. de ses fonctions de commissaire aux comptes.

Sixième résolution

Suite à la résolution qui précède, l'assemblée décide de nommer aux fonctions de commissaire aux comptes la société CC AUDIT and CONSULT, une société anonyme, ayant son siège social à L-8011 Strassen, 283, route d'Arlon, inscrite au Registre du Commerce et des Sociétés sous le numéro B 109.612.

Le mandat du commissaire aux comptes ainsi nommé prendre fin à l'issue de l'assemblée générale annuelle qui statuera sur les comptes de l'exercice 2020.

Plus rien ne figurant à l'ordre du jour, la séance est levée.

Dont acte, fait et passé à Strassen, 283, route d'Arlon.

Et après lecture faite et interprétation donnée aux comparants, tous connus du notaire par leurs nom, prénoms usuels, état et demeure, ils ont tous signé le présent acte avec le notaire.

Signé: VANSIMPSEN, VANSIMPSEN, ARRENSDORFF.

Enregistré à Luxembourg, Actes Civils, le 13 avril 2015. Relation: 1LAC/2015/11376. Reçu soixante-quinze euros (75,00 €).

Le Receveur (signé): Carole FRISING.

POUR EXPEDITION CONFORME, délivrée à des fins administratives.

Luxembourg, le 20 avril 2015.

Référence de publication: 2015058231/83.

(150066832) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 avril 2015.

Clearview Two, Société à responsabilité limitée.

Capital social: USD 25.000,00.

Siège social: L-1116 Luxembourg, 6, rue Adolphe.

R.C.S. Luxembourg B 168.118.

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EXTRAIT

L'associé unique, dans ses résolutions du 21 avril 2015, a renouvelé le mandat du gérant, pour une durée indéterminée:

- Mr Richard HAWEL, directeur de sociétés, 8, rue Yolande, L-2761 Luxembourg, gérant.

Luxembourg, le 21 avril 2015.

Pour CLEARVIEW TWO

Société à responsabilité limitée

Référence de publication: 2015058871/14.

(150067995) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Coditel Holding Lux II Sàrl, Société à responsabilité limitée.

Siège social: L-8011 Strassen, 283, route d'Arlon.

R.C.S. Luxembourg B 160.999.

—

1. Le siège social de l'associé DEFICOM TELECOM S.àr.l., immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 160937 est situé, depuis le 10 juillet 2013, au 3, boulevard Royal, L-2449 Luxembourg.

2. Le siège social du gérant unique, la société CODITEL MANAGEMENT S.àr.l., immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 162176 est situé, depuis le 10 juillet 2013, au 3, boulevard Royal, L-2449 Luxembourg.

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

Signature

Un mandataire

Référence de publication: 2015058876/15.

(150067421) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Coditel Holding Lux Sàrl, Société à responsabilité limitée.

Siège social: L-8011 Strassen, 283, route d'Arlon.

R.C.S. Luxembourg B 161.018.

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1. Le siège social de l'associé unique, la société CODITEL HOLDING LUX II S.àr.l., immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 160999 est situé, depuis le 29 juillet 2013, au 283, route d'Arlon, L-8011 Strassen.

2. Le siège social du gérant unique, la société CODITEL MANAGEMENT S.àr.l., immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 162176 est situé, depuis le 10 juillet 2013, au 3, boulevard Royal, L-2449 Luxembourg.

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

Signature

Un mandataire

Référence de publication: 2015058877/16.

(150067422) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Coditel Holding S.A., Société Anonyme.

Siège social: L-8011 Strassen, 283, route d'Arlon.

R.C.S. Luxembourg B 160.938.

—

Le siège social de l'administrateur unique, la société CODITEL MANAGEMENT S.àr.l., immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 162176 est situé, depuis le 10 juillet 2013, au 3, boulevard Royal, L-2449 Luxembourg.

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

Signature

Un mandataire

Référence de publication: 2015058878/13.

(150067423) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Compagnie Financière des Grands Vins de Tokaj S.A., Société Anonyme.

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

R.C.S. Luxembourg B 38.627.

—

Par la présente, nous avons le regret de vous informer de notre démission comme commissaire aux comptes de votre société et ce, avec effet immédiat.

Luxembourg, le 10 avril 2015.

CO-VENTURES S.A.

Référence de publication: 2015058881/11.

(150068175) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Coop Management S.A., Société Anonyme.

Siège social: L-2175 Luxembourg, 27, rue Alfred de Musset.

R.C.S. Luxembourg B 99.355.

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EXTRAIT

Il résulte du procès-verbal de l'Assemblée Générale Extraordinaire des actionnaires tenue le 20 avril 2015 que:

1. Madame Corinne PARMENTIER est remplacée dans sa fonction d'administrateur par Madame Manuela Maraite demeurant au 27 Rue Alfred de Musset L-2175 Luxembourg qui achèvera le mandat d'administrateur jusqu'à l'assemblée générale de l'année 2019.

Luxembourg, le 20 avril 2015.

Pour extrait conforme

COOP MANAGEMENT S.A.

Référence de publication: 2015058882/15.

(150067522) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

CRD Participations S.A., Société Anonyme.

Siège social: L-8070 Bertrange, 7, rue des Mérovingiens.

R.C.S. Luxembourg B 140.290.

—

Je vous informe par la présente que je démissionne de mon mandat d'administrateur.

Luxembourg, le 06 mars 2015.
Pour compte de Henschen Raymond
Fiduplan SA
Raymond Henschen

Référence de publication: 2015058884/12.

(150068080) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

CRD Participations S.A., Société Anonyme.

Siège social: L-8070 Bertrange, 7, rue des Mérovingiens.

R.C.S. Luxembourg B 140.290.

—

Nous vous informons par la présente de notre démission du mandat de commissaire aux comptes de la société.

Luxembourg, le 06 mars 2015.
Fiduplan SA

Référence de publication: 2015058885/10.

(150068080) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Crystal Marine S.A., Société Anonyme.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.

R.C.S. Luxembourg B 52.032.

—

Par la présente je vous informe de ma démission de mon mandat de Commissaire aux Comptes de la société CRYSTAL MARINE S.A. avec effet immédiat.

Luxembourg, le 21 avril 2015.
C.A.S. Services S.A.
2-8 avenue Charles De Gaulle
L-1653 Luxembourg
Signatures
Commissaire aux Comptes

Référence de publication: 2015058887/15.

(150068113) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Crystal Marine S.A., Société Anonyme.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.

R.C.S. Luxembourg B 52.032.

—

Hiermit lege ich mein Mandat als Verwaitungsratsmitglied nieder mit sofortiger Wirkung.

Den 21. April 2015.
Luxembourg Corporation Company S.A.
Unterschriften

Référence de publication: 2015058888/11.

(150068113) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Crystal Marine S.A., Société Anonyme.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.

R.C.S. Luxembourg B 52.032.

—

Hiermit lege ich mein Mandat als Verwaltungsrat der Gesellschaft CRYSTAL MARINE S.A. nieder mit sofortiger Wirkung.

Den 21. April 2015. Ludwig BARTH.

Référence de publication: 2015058889/10.

(150068113) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

CS Invest (Lux) SICAV, Société d'Investissement à Capital Variable.

Siège social: L-2180 Luxembourg, 5, rue Jean Monnet.

R.C.S. Luxembourg B 103.768.

—

L'assemblée générale ordinaire du 10 février 2015 a décidé de renouveler les mandats de Messieurs Emil Stark, Jonathan Elliott et Daniel Siepmann en tant que membres du conseil d'administration de CS Invest (Lux) SICAV.

Par conséquent, le conseil d'administration se compose comme suit et ce jusqu'à la fin de la prochaine assemblée générale ordinaire des actionnaires qui se tiendra en 2016:

- Emil Stark, Membre du Conseil d'Administration

231 Uetlibergstr., CH-8045 Zurich

- Jonathan Elliott, Membre du Conseil d'Administration

5, rue Jean Monnet, L-2180 Luxembourg

- Daniel Siepmann, Membre du Conseil d'Administration

5, rue Jean Monnet, L-2180 Luxembourg

PricewaterhouseCoopers, Société coopérative a été réélu comme réviseur d'entreprises et ce jusqu'à la fin de la prochaine assemblée générale ordinaire des actionnaires qui se tiendra en 2016.

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

CREDIT SUISSE FUND SERVICES (LUXEMBOURG) S.A.

Référence de publication: 2015058890/21.

(150067771) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

C3 Luxembourg GP S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2763 Luxembourg, 11, rue Sainte Zithe.

R.C.S. Luxembourg B 187.936.

—

Extrait des résolutions prises par l'associé unique de la Société le 9 avril 2015 avec l'effet au 31 mars 2015

L'associé unique de la Société a décidé de nommer Monsieur Xavier Poncelet, né le 12 mars 1980 à Virton, Belgique, résidant professionnellement à 5, rue Guillaume Kroll, L-1882 Luxembourg, tant que le nouveau gérant de la Société avec l'effet au 31 mars 2015 et pour la durée indéterminée.

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

- Monsieur Xavier Poncelet, prénommé, gérant;

- Madame Marie-Eve Nyssen, résidant professionnellement à 11, rue Sainte Zithe, L-2763 Luxembourg, gérante.

- Monsieur Ismaël Dian, résidant professionnellement à 5, rue Guillaume Kroll, L-1882 Luxembourg, L-2763 Luxembourg, gérant.

Luxembourg, le 21 avril 2015.

Pour la Société

Le mandataire

Référence de publication: 2015058891/20.

(150067731) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

D&S Asia Green Property Fund II, S.A. SIF-SICAV, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 175.124.

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EXTRAIT

Il résulte de l'Assemblée Générale annuelle du 28 août 2014 que:

Le mandat des administrateurs prendra fin lors de l'Assemblée Générale qui se tiendra en 2015.

Le mandat de la personne chargée du contrôle des comptes prendra fin lors de l'Assemblée Générale qui se tiendra en l'année 2015. L'Assemblée Générale prend note du changement de siège social de la personne chargée du contrôle des comptes, du 400, route d'Esch, L-1014 Luxembourg au 2, rue Gerhard Mercator, L-2182 Luxembourg.

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

Luxembourg.
Le Mandataire

Référence de publication: 2015058893/17.

(150067561) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Domofinalux S.A., Société Anonyme.

Siège social: L-1931 Luxembourg, 45, avenue de la Liberté.

R.C.S. Luxembourg B 176.221.

—

Extrait des résolutions prises lors de l'assemblée générale ordinaire des actionnaires tenue extraordinairement en date du 16 avril 2015

Après délibération l'assemblée prend à l'unanimité des voix, les résolutions suivantes:

Résolutions:

1. La démission de REVICONSULT S.à r.l. de son mandat de Commissaire aux Comptes est acceptée;

2. la société Magister Audit Services S.à R.L., Société à Responsabilité Limitée, 45 Avenue de la Liberté, L - 1931 Luxembourg, RCS B 183.813, est nommée en tant que nouveau Commissaire aux Comptes, en remplacement du Commissaire aux Comptes démissionnaire, pour une période statutaire de 3 ans, soit jusqu'à l'assemblée générale statutaire appelée à délibérer sur les comptes annuels de 2017.

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

Pour extrait conforme
Luxembourg.

Référence de publication: 2015058903/19.

(150068178) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Dako Energy Investments S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 41, boulevard Royal.

R.C.S. Luxembourg B 173.863.

—

Extract of the Resolutions taken by the Extraordinary General Meeting of the Shareholders on March 25, 2015

- The resignation of Mr. Marco Ries in his capacity as Statutory Auditor is approved.

- PricewaterhouseCoopers, with registered address at 2 rue Gerhard Mercator, L-2182 Luxembourg is appointed as 'réviseur d'entreprises agréé' in replacement of the resigning Statutory Auditor. Its mandate will lapse at the Annual General Meeting of 2015.

Luxembourg, March 25, 2015.
Certified true and accurate
For DAKO ENERGY INVESTMENTS S.A.

Suit la traduction française de ce qui précède

Extrait des résolutions prises lors de l'Assemblée Générale Extraordinaire du 25 mars 2015

- La démission de Monsieur Marco Ries comme Commissaire est approuvée.

- PricewaterhouseCoopers, avec siège social au 2 rue Gerhard Mercator, L-2182 Luxembourg est nommée réviseur d'entreprises agréé en remplacement du Commissaire démissionnaire. Son mandat viendra à échéance lors de l'Assemblée Générale Statutaire de l'an 2015.

Luxembourg, le 25 mars 2015.

Certifié sincère et conforme

Pour DAKO ENERGY INVESTMENTS S.A.

Référence de publication: 2015058906/24.

(150067297) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Danske Invest SICAV, Société d'Investissement à Capital Variable.

Siège social: L-2540 Luxembourg, 13, rue Edward Steichen.

R.C.S. Luxembourg B 161.867.

—

L'Assemblée Générale Ordinaire de DANSKE INVEST SICAV qui s'est tenue le 21 avril 2015 a pris les décisions suivantes:

a) de renouveler le mandat d'administrateurs de:

- Monsieur Robert Bruun MIKKELSTRUP, Administrateur et Président du Conseil d'Administration, demeurant professionnellement au au 17 Parallelvej, 2800 Kongens Lyngby, Danemark.

- Monsieur Henrik Rye PETERSEN, Administrateur, demeurant professionnellement au au 17 Parallelvej, 2800 Kongens Lyngby, Danemark.

- Monsieur Morten RASTEN, Administrateur et Président du Conseil d'Administration, demeurant professionnellement au 17 Parallelvej, 2800 Kongens Lyngby, Danemark.

Les mandats d'administrateurs sont reconduits jusqu'à la prochaine Assemblée Générale des actionnaires qui se tiendra en 2016.

b) de renouveler le mandat de Deloitte Audit S.à R.L., 560, Rue de Neudorf, L-2220 Luxembourg, à la fonction de Réviseur d'Entreprises pour une durée d'un an jusqu'à la prochaine Assemblée Générale qui se tiendra en 2016.

Pour DANSKE INVEST SICAV

Société d'Investissement à Capital Variable

RBC Investor Services Bank S.A.

Société Anonyme

Référence de publication: 2015058908/24.

(150068140) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Diorasis International S.A., Société Anonyme.

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

R.C.S. Luxembourg B 153.091.

—

Résolution circulaire du conseil d'administration du 21 avril 2015

Le Conseil d'Administration décide à l'unanimité de transférer le siège social de la Société de son adresse actuelle à l'adresse suivante avec effet au 20 mars 2015:

44, avenue J.F. Kennedy

L-1855 Luxembourg

Par ailleurs, le Conseil d'Administration informe que les adresses suivantes ont également changées avec effet au 20 mars 2015:

PACBO EUROPE ADMINISTRATION ET CONSEIL, 44, avenue J.F. Kennedy, L-1855 Luxembourg, représentée par Patrice CROCHET, 44, avenue J.F. Kennedy, L-1855 Luxembourg

Pour copie conforme

FIDUPAR

Signature

Référence de publication: 2015058917/19.

(150067519) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

E.G.E.C. S.A., Société Anonyme.

Siège social: L-1650 Luxembourg, 6, avenue Guillaume.

R.C.S. Luxembourg B 105.504.

—

Extrait du procès-verbal de l'assemblée générale extraordinaire tenue au siège social de la société le 20 avril 2015 à 11.00 heures

1. L'assemblée décide de remplacer l'Administrateur:

- M. Papa Baidy TOURE, né le 14 février 1966 à Dakar (SN), résident à Van Immerseelstraat, 61, B-2018 Antwerpen Belgique.

En remplacement, l'Assemblée décide de nommer, en tant que nouvel Administrateur:

- Mr Abdou Khadre PENE, né le 05 juin 1979 à Pikine (SN), résident au 33, Rue de Bastogne, L-9011 Ettelbruck Luxembourg, jusqu'à l'Assemblée Générale en date de l'année 2021.

2. L'assemblée décide de remplacer le commissaire aux comptes suivant:

- Plager Development SA, Jasmine Court, Regent street 35A, Belize City, BELIZE

- En remplacement, l'Assemblée décide de nommer, en tant que nouveau Commissaire aux comptes la société Inter-gestion Sàrl, RCSL B 105190, ayant son siège social au 18, rue rosemarie Kieffer L-1837 Luxembourg, jusqu'à l'Assemblée Générale en date de l'année 2021.

3. L'Assemblée décide de transférer, avec effet immédiat, le siège social de la société au 6, Avenue Guillaume L-1650 Luxembourg- BP 2632 L-1026

Luxembourg, le 20 avril 2015.
Pour extrait conforme
EGEC SA

Référence de publication: 2015058919/25.

(150067209) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

E.G.E.C. S.A., Société Anonyme.

Siège social: L-1837 Luxembourg, 18, rue Rosemarie Kieffer.

R.C.S. Luxembourg B 105.504.

—

Extrait du procès-verbal de l'assemblée générale extraordinaire tenue au siège social de la société le 20 avril 2015 à 11.00 heures

1. L'assemblée décide de révoquer l'Administrateur-délégué:

- M. Papa Baidy TOURE, né le 14 février 1966 à Dakar (SN), résident à Van Immerseelstraat, 61, B-2018 Antwerpen Belgique avec effet immédiat.

Luxembourg, le 20 avril 2015.
Pour extrait conforme
EGEC SA

Référence de publication: 2015058920/15.

(150068084) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Eagle Compac EU S.à r.l., Société à responsabilité limitée unipersonnelle.

R.C.S. Luxembourg B 140.543.

—

Par la présente, nous vous informons de la dénonciation du siège social de la société Eagle Compac EU S.à r.l., 1, Boulevard de la Foire, L-1528 Luxembourg, RCS Luxembourg B 140543, en date du 21 avril 2015 par Facts Services S.A., et ce avec effet immédiat.

Luxembourg, le 21 avril 2015.
Pour copie conforme

Référence de publication: 2015058924/11.

(150067865) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

EdgeWorth Capital (Luxembourg) S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 157.531.

—

Extrait des résolutions de l'associée unique, prises en date du 17 avril 2015

- L'associée unique, à savoir NS TWO TRUST est représenté par RAWLINSON & HUNTER TRUSTEES SA et non plus par NAIA SA

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

Pour extrait sincère et conforme
EDGEWORTH CAPITAL (Luxembourg) Sàrl

Référence de publication: 2015058927/13.

(150067437) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

Epic Games International S.à r.l., Société à responsabilité limitée.

Capital social: USD 17.200,00.

Siège social: L-8070 Bertrange, 33, rue du Puits Romain.

R.C.S. Luxembourg B 182.769.

—

Par une convention de transfert du 15 décembre 2014, 1 (une) part sociale de la Société détenue jusqu'à lors par EPIC GAMES INTERNATIONAL LIMITED, une société à responsabilité limitée existant sous les lois de l'Etat de la Caroline du Nord, Etats-Unis d'Amérique, ayant son principal lieu d'activité au 620 Crossroads Blvd., Cary, NC 27518, Etats-Unis d'Amérique, a été transférée avec effet au 15 décembre 2014, à EPIC GAMES, INC., une société existant sous les lois de l'Etat du Maryland, Etats-Unis d'Amérique, ayant son siège social au 620 Crossroads Boulevard, Cary, Caroline du Nord 27518, Etats-Unis d'Amérique.

Dès lors, depuis le 15 décembre 2014, les parts sociales de la Société sont distribuées comme suit:

EPIC GAMES, INC: 17.200 parts sociales

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

Luxembourg, le 20 avril 2015.
Un mandataire

Référence de publication: 2015058930/19.

(150068088) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

European Commodity Company S.A., Société Anonyme.

Siège social: L-2227 Luxembourg, 29, avenue de la Porte-Neuve.

R.C.S. Luxembourg B 184.791.

—

Extrait du procès-verbal de l'Assemblée Générale Extraordinaire des actionnaires tenue le 14 Avril 2015:

M. Stéphane Frappat a été libéré de son poste d'Administrateur de la de la Société avec effet au 14 avril 2015.

M. Sergey Churkin, né le 05 avril 1968 à Saint-Pétersbourg, en Russie, avec adresse professionnelle à 29, avenue de la Porte-Neuve, L-2227 Luxembourg a été nommé Administrateur de la Société avec effet au 14 avril 2015 pour l'Assemblée Générale annuelle Société, qui se tiendra en 2019,.

Luxembourg, le 17 avril 2014.
Dmitry Stepanov
Mandataire

Référence de publication: 2015058934/15.

(150067720) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

European Infrastructure Investments 3, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1116 Luxembourg, 6, rue Adolphe.

R.C.S. Luxembourg B 143.755.

—

EXTRAIT

L'associé unique, dans ses résolutions du 16 avril 2015, a pris note de la démission en date du 15 avril 2015 de Mr Bryn JONES de ses fonctions de gérant de catégorie A de la société et a décidé de ne pas procéder à son remplacement.

Luxembourg, le 21 avril 2015.

Pour EUROPEAN INFRASTRUCTURE INVESTMENTS 3

Société à responsabilité limitée

Référence de publication: 2015058936/14.

(150067496) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 avril 2015.

MStar Germany Lincoln S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-5365 Munsbach, 6, rue Gabriel Lippmann.

R.C.S. Luxembourg B 190.529.

—

Par résolutions signées en date du 17 avril 2015, l'associé unique a décidé

- d'acter et d'accepter la démission de Jerome Silvey de son mandat de gérant avec effet au 17 avril 2015

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

Luxembourg, le 20 avril 2015.

Référence de publication: 2015058407/11.

(150067014) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 avril 2015.

Laval Finance S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-1637 Luxembourg, 1, rue Goethe.

R.C.S. Luxembourg B 78.294.

—

Les comptes annuels au 31 décembre 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.

Référence de publication: 2015058315/9.

(150065914) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 avril 2015.

Longo Maï Holding S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-1637 Luxembourg, 1, rue Goethe.

R.C.S. Luxembourg B 53.200.

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Les comptes annuels au 31 décembre 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.

Référence de publication: 2015058327/9.

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Living Wood S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 102.320.

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Lantiq Holdco S.à r.l., Société à responsabilité limitée.

Capital social: USD 3.217.554,00.

Siège social: L-1882 Luxembourg, 12F, rue Guillaume Kroll.

R.C.S. Luxembourg B 147.045.

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