

# MEMORIAL

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du Grand-Duché de  
Luxembourg



# MEMORIAL

Amtsblatt  
des Großherzogtums  
Luxemburg

## RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

Le présent recueil contient les publications prévues par la loi modifiée du 10 août 1915 concernant les sociétés commerciales et par la loi modifiée du 21 avril 1928 sur les associations et les fondations sans but lucratif.

C — N° 1686

8 juillet 2015

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**GTP 1, S.à r.l., Société à responsabilité limitée.**

Siège social: L-2314 Luxembourg, 2, Place de Paris.

R.C.S. Luxembourg B 187.995.

*Extrait de la décision du conseil de gérance de GTP 1 S.à.r.l.*

En date du 11 Mai 2015, le conseil de gérance de GTP 1 S.à.r.l. (la «Société») a pris la résolution suivante:

- transférer le siège social de la société du 47 Côte d'Eich, L-1450 Luxembourg au 2, Place de Paris, L-2314 Luxembourg avec effet au 11 Mai 2015.

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

Luxembourg, le 11 mai 2015.

David Luksenburg

*Directeur*

Référence de publication: 2015071632/15.

(150081724) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**Matterhorn Capital Data Centre Holdings S.à r.l., Société à responsabilité limitée.****Capital social: GBP 70.000,00.**

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

R.C.S. Luxembourg B 155.485.

*Extrait des résolutions des associés du 13 mars 2015*

Veillez noter que suite aux résolutions prises par les associés de la Société en date du 13 mars 2015, le changement suivant est eu lieu:

- Acceptation de la démission de Monsieur Keith Greally avec effet au 13 mars 2015.

Le conseil de gérance est désormais composé comme suit:

- M. Russell Perchard, (gérant);

- M. Costas Constantinides, (gérant);

- M. Matthijs Bogers, (gérant).

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

Luxembourg, le 13 mai 2015.

Référence de publication: 2015071779/18.

(150081940) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**German Ground Lease Finance II S.A., Société Anonyme.****Capital social: EUR 31.000,00.**

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

R.C.S. Luxembourg B 121.659.

*Extrait des résolutions adoptées lors de l'assemblée générale extraordinaire du 27 février 2015:*

- Le mandat de FPS Audit S.à r.l. de 46, Boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, le réviseur d'entreprise agréé de la société, est renouvelé.

- Le nouveau mandat de FPS Audit S.à r.l. prendra fin lors de l'assemblée générale annuelle qui se tiendra en 2016 statuant sur les comptes annuels de 2015.

- Mons. Kailash Ramassur, résident professionnellement au 2, Boulevard Konrad Adenauer, L-1115 Luxembourg, est nommé administrateur de la société, en remplacement l'administrateur démissionnaire, Mons. Eric-Jan van de Laar, avec effet au 27 février 2015.

- Le nouveau mandat de Mons. Kailash Ramassur prendra fin lors de l'assemblée générale annuelle qui se tiendra en 2016.

Luxembourg, 27 février 2015.

Signatures

*Un mandataire*

Référence de publication: 2015072403/21.

(150082566) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**E. G. Holding S.A., Société Anonyme.**

R.C.S. Luxembourg B 116.633.

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**CLÔTURE DE LIQUIDATION**

Par jugement rendu en date du 7 mai 2015, le Tribunal d'Arrondissement de Luxembourg, VI<sup>ème</sup> chambre, siégeant en matière commerciale, après avoir entendu Monsieur le Juge-commissaire en son rapport oral, le liquidateur et le Ministère Public en leurs conclusions, a déclaré closes pour absence d'actif les opérations de liquidation de la société suivante:

- Société anonyme E.G. HOLDING S.A., dont le siège social à L-2537 Luxembourg, 19 rue Sigismund, a été dénoncé en date du 5 février 2010;

Ce même jugement a mis les frais à charge du Trésor.

Pour extrait conforme

Me Isabelle FERAND

*Le liquidateur*

Référence de publication: 2015072310/16.

(150083040) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Eagle Invest Holding SPF S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.****Capital social: EUR 700.000,00.**

Siège social: L-2555 Strassen, 14, rue de Strassen.

R.C.S. Luxembourg B 97.298.

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Il résulte du procès-verbal de l'assemblée générale des actionnaires de Eagle Invest Holding SPF S.A. qui s'est tenue le 11 mai 2015 au 14 rue de Strassen à 2555 Luxembourg, que:

- le mandat de commissaire aux comptes de la Société de Concilium S.à r.l. est révoqué; et

- Madame Raissana Bacar, née le 3 septembre 1983, résidant professionnellement au 14, rue de Strassen, 2555 Luxembourg, est nommée commissaire aux comptes jusqu'à l'assemblée générale des actionnaires qui se tiendra en 2016.

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

Luxembourg, le 11 mai 2015.

Rutsaert Legal

*Un mandataire*

Référence de publication: 2015072333/17.

(150082546) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**German Ground Lease Finance III S.A., Société Anonyme.****Capital social: EUR 31.000,00.**

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

R.C.S. Luxembourg B 141.523.

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*Extrait des résolutions adoptées lors de l'assemblée générale extraordinaire du 27 février 2015:*

- Le mandat de FPS Audit S.à r.l. de 46, Boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, le réviseur d'entreprise agréé de la société, est renouvelé.

- Le nouveau mandat de FPS Audit S.à r.l. prendra fin lors de l'assemblée générale annuelle qui se tiendra en 2016 statuant sur les comptes annuels de 2015.

- Mons. Kailash Ramassur, résident professionnellement au 2, Boulevard Konrad Adenauer, L-1115 Luxembourg, est nommé administrateur de la société, en remplacement l'administrateur démissionnaire, Mons. Eric-Jan van de Laar, avec effet au 27 février 2015.

- Le nouveau mandat de Mons. Kailash Ramassur prendra fin lors de l'assemblée générale annuelle qui se tiendra en 2017.

Luxembourg, le 27 février 2015.

Signatures

*Un mandataire*

Référence de publication: 2015072404/21.

(150082565) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**NPN II S.à r.l., Société à responsabilité limitée.****Capital social: EUR 3.060.000,00.**

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

R.C.S. Luxembourg B 122.710.

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*Extrait des résolutions adoptées par l'associé unique de la Société à Luxembourg en date du 5 mai 2015*

Il résulte des résolutions adoptées par l'associé unique de la Société en date du 5 mai 2015 que l'associé unique a décidé:

1. de révoquer Madame Angela Keeney, gérante de la Société, avec effet au 5 mai 2015;
2. d'élire, pour une durée indéterminée, en tant que gérant de la Société Monsieur Liam Jones, né le 13 juillet 1960 à Cork, Irlande et résidant professionnellement à Le Gallais Chambers, Bath Street, St Helier, Jersey JE4 8YD.

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

Luxembourg, le 12 mai 2015.

*Pour la Société*

Signature

Référence de publication: 2015071840/17.

(150081572) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**CSCP Credit Holdings Luxco S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 180.446.

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*Extrait des résolutions de l'Associé Unique prises en date du 13 mai 2015*

Il résulte des décisions écrites de l'Associé Unique de la Société les décisions suivantes (traduction libre):

- d'accepter la démission de la personne suivante:

\* Olufunke Audu, en qualité de Gérant de catégorie A de la Société et ce avec effet au 5 mai 2015;

- de nommer la personne suivante avec effet immédiat et pour une durée indéterminée:

\* Keith Greally, né le 5 février 1977 à Galway, Irlande, ayant son adresse professionnelle au 25C, Boulevard Royal, L-2449 Luxembourg, en qualité de Gérant de catégorie B de la Société.

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

Luxembourg, le 13 mai 2015.

Signature

*Un mandataire*

Référence de publication: 2015072267/18.

(150082912) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Deficom Telecom S.à r.l., Société à responsabilité limitée.****Capital social: EUR 172.181,00.**

Siège social: L-2449 Luxembourg, 3, boulevard Royal.

R.C.S. Luxembourg B 160.937.

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*Extrait des résolutions prises à Luxembourg par le conseil de gérance de la société en date du 12/05/2015*

Le conseil de gérance décide de renouveler les mandats des trois gérants:

- Madame Emilie SCHMITZ, 3, Boulevard Royal, L2449, Luxembourg- en tant que gérant de la Société jusqu'à l'assemblée générale qui se tiendra en l'année 2015.

- Monsieur Laurent GODINEAU, 3, Boulevard Royal, L2449, Luxembourg- en tant que gérant de la Société jusqu'à l'assemblée générale qui se tiendra en l'année 2015.

- Monsieur Jérémie BONNIN, 3, Boulevard Royal, L2449, Luxembourg- en tant que gérant de la Société jusqu'à l'assemblée générale qui se tiendra en l'année 2015.

- Monsieur Philippe LHOMME, 26, Avenue de l'Espinette Centrale, B-1640 Rhode Saint Genèse-en tant que gérant de la Société jusqu'à l'assemblée générale qui se tiendra en l'année 2015.

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

Référence de publication: 2015072301/19.

(150082133) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Clearstream Banking S.A., Société Anonyme.**

Siège social: L-1855 Luxembourg, 42, avenue J.F. Kennedy.  
R.C.S. Luxembourg B 9.248.

Le Bilan de Clearstream Banking S.A. au 31 décembre 2014 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Signature

*Un mandataire*

Référence de publication: 2015071504/12.

(150081933) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**Clearstream International, Société Anonyme.**

Siège social: L-1855 Luxembourg, 42, avenue J.F. Kennedy.  
R.C.S. Luxembourg B 72.350.

Le Bilan de Clearstream International au 31 décembre 2014 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Signature

*Un mandataire*

Référence de publication: 2015071505/12.

(150081932) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**CD&R Osprey Investment S.à r.l., Société à responsabilité limitée.**

**Capital social: GBP 22.538,85.**

Siège social: L-1882 Luxembourg, 5, rue Guillaume Kroll.  
R.C.S. Luxembourg B 150.417.

**EXTRAIT**

Il convient de prendre note que HAVERSHAM HOLDINGS PLC, associé de la Société, a changé sa dénomination en BCA Marketplace plc.

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

Luxembourg, le 12 mai 2015.

Référence de publication: 2015071495/13.

(150081285) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**Pradera Central Konin S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

Siège social: L-2163 Luxembourg, 40, avenue Monterey.  
R.C.S. Luxembourg B 128.000.

Il résulte de la décision prise par l'assemblée générale ordinaire le 8 avril 2015

- Acceptation de la démission de monsieur James Bury de son mandat en tant que gérant de la Société avec effet au 8 avril 2015.

- Nomination de monsieur Colin Campbell, de nationalité anglaise, né à Londres le 12 février 1956, avec pour adresse le 2-3, Eldon Street, Bâtiment Eldon House, EC2M 7LS Londres, Royaume-Uni, en tant que gérant de la Société avec effet au 8 avril 2015, pour une durée indéterminée.

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

Luxembourg, le 12 mai 2015.

*Pour La Société*

Référence de publication: 2015071874/17.

(150081487) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**PEC Brunnen S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

Siège social: L-2540 Luxembourg, 26-28, rue Edward Steichen.  
R.C.S. Luxembourg B 160.041.

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EXTRAIT

Il est à noter que Monsieur Ian Kelley, résidant au 11, Place Edouard VII, F-75009 Paris, France, a démissionné de son poste de gérant de la Société à compter du 10 avril 2015.

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

*Pour la Société*

Référence de publication: 2015071896/13.

(150081454) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**Spire Payments Holdings S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 1.217.652,00.**

Siège social: L-1470 Luxembourg, 70, route d'Esch.  
R.C.S. Luxembourg B 166.554.

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EXTRAIT

Les comptes annuels de la société du 1<sup>er</sup> janvier 2014 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.

Pour extrait conforme

Signature

*Un mandataire*

Référence de publication: 2015071939/14.

(150081428) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**Santelmo S.A., Société Anonyme Soparfi.**

Siège social: L-2334 Luxembourg, 11, place Saints Pierre et Paul.  
R.C.S. Luxembourg B 158.617.

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*Extrait des résolutions prises lors de l'assemblée générale extraordinaire du 27 avril 2015*

Il résulte des résolutions prises lors de l'Assemblée générale extraordinaire des associés de la Société en date du 27 avril 2015 que:

1. L'Assemblée générale extraordinaire des actionnaires accepte la démission de Madame Haydée Zeballos Fontaine de ses fonctions de commissaire aux comptes avec effet à ce jour.

2. L'assemblée générale décide de nommer Madame Ana De Oliveira, demeurant professionnellement au 8A Boulevard de la Foire, L-1528 Luxembourg en tant que commissaire aux comptes. Son mandat s'achèvera lors de l'assemblée générale annuelle qui se tiendra en 2016.

3. L'Assemblée générale décide de nommer Monsieur Pablo Usandizaga Usandizaga, demeurant au 652 A, Avenida diagonal, E-08034 Barcelone (Espagne) en tant qu'administrateur pour une période venant à échéance lors de l'Assemblée Générale Annuelle qui se tiendra en 2016.

4. L'Assemblée générale décide de nommer Monsieur Ricardo Sanahuja Escofet, demeurant au 167, calle 1 rinconada baja, Lima (Pérou), en tant qu'administrateur pour une période venant à échéance lors de l'Assemblée Générale Annuelle qui se tiendra en 2016.

Luxembourg, le 27 avril 2015.

Pour extrait conforme

*Pour la Société*

*Un mandataire*

Référence de publication: 2015072775/25.

(150082618) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**WishFish Technologies S.à r.l., Société à responsabilité limitée.****Capital social: EUR 12.500,00.**

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

R.C.S. Luxembourg B 180.774.

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EXTRAIT

En date du 2 janvier 2015:

- La démission de Zuzanna Zielinska-Rousseau, en tant que gérant de classe A de la Société, est acceptée avec effet immédiat.

Pour extrait conforme.

Luxembourg, le 22 janvier 2015.

Référence de publication: 2015072895/14.

(150082288) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Services Touristiques S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 60.949.

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EXTRAIT

Il résulte du procès-verbal de l'assemblée générale ordinaire du 13 mai 2015 que:

- Monsieur Claude GEIBEN, maître en droit, avec adresse professionnelle à L-2227 Luxembourg, 12, avenue de la Porte-Neuve a été nommé administrateur pour terminer le mandat de Monsieur Nicolas Schaeffer, décédé.

- Les pouvoirs d'administrateur délégué de Monsieur Gabriele Bravi sont annulés avec effet immédiat,

Luxembourg, le 13 mai 2015.

Pour extrait conforme

*Pour le conseil d'administration*

Signature

Référence de publication: 2015072788/16.

(150082193) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Target Selection, Société d'Investissement à Capital Variable.**

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

R.C.S. Luxembourg B 149.637.

L'assemblée générale ordinaire du 6 mai 2015 a nommé Mr. Jonathan Elliott, domicilié à L-2180 Luxembourg, 5 rue Jean Monnet comme membre du conseil d'administration jusqu'à la fin de la prochaine assemblée générale ordinaire des actionnaires qui se tiendra en 2016. De plus, l'assemblée a renouvelé les mandats de Madame Petra Reinhard Keller ainsi que de Mr. Oliver Schütz jusqu'à la fin de la prochaine assemblée générale ordinaire des actionnaires qui se tiendra en 2016. Le mandat de Mr. Eduard von Kymmell n'a pas été renouvelé.

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:

- Petra Reinhard Keller, Membre du Conseil d'Administration

5, Kalanderplatz, CH-8045 Zurich

- Oliver Schütz, Membre du Conseil d'Administration

5, rue Jean Monnet, L-2180 Luxembourg

- Jonathan Elliott, 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: 2015072841/24.

(150082929) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Shiplux VIII S.A., Société Anonyme.**

Siège social: L-2519 Luxembourg, 3-7, rue Schiller.  
R.C.S. Luxembourg B 112.207.

*Extrait des Résolutions prises lors de l'Assemblée Générale Ordinaire du 4 mai 2015*

Michel JADOT, Kristof WUYTACK et Jozef ADRIAENS sont renommés administrateurs.  
Nicole BAEYENS est renommée commissaire aux comptes.  
Tous les mandats viendront à échéance lors de l'Assemblée Générale Ordinaire de 2016.  
Kristof WUYTACK, Administrateur, a comme nouvelle adresse: 3, rue Schiller L-2519 Luxembourg.

Pour extrait sincère et conforme  
Michel Jadot / Jozef Adriaens  
*Administrateur / Administrateur*

Référence de publication: 2015072805/15.

(150082960) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Serra Holdings S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.525,00.**

Siège social: L-2453 Luxembourg, 6, rue Eugène Ruppert.  
R.C.S. Luxembourg B 129.530.

*Extrait des décisions prises par l'associé unique en date du 12 mai 2015*

1. M. Weng Sun MOK a démissionné de son mandat de gérant A.
2. M. Tong Poh TAY, administrateur de sociétés, né à Johor (Malaisie) le 16 décembre 1961, demeurant professionnellement à 038988 Singapore, 8, Temasek Boulevard, Suntec Tower Three # 28-03, a été nommé comme gérant A, pour une durée indéterminée.

Luxembourg, le 15 mai 2015.  
Pour extrait sincère et conforme  
*Pour Serra Holdings S.à r.l.*  
*Un mandataire*

Référence de publication: 2015072735/17.

(150082690) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Sotha, Société d'Investissement à Capital Variable.**

Siège social: L-1445 Strassen, 4, rue Thomas Edison.  
R.C.S. Luxembourg B 133.376.

*Auszug aus den Protokoll Ordentliche Generalversammlung der Sotha*

Die Ordentliche Generalversammlung der SOTHA vom 13. Mai 2015 hat folgende Beschlüsse gefasst:

Zur Wahl/ Wiederwahl als Verwaltungsrat stellen sich:

- Herr Michael Borelbach
- Herr Jens Stumpp
- Herr Thomas Stransky

Alle Herren mit Berufsadresse: 4, rue Thomas Edison, L-1445 Strassen.

Die genannten Herren werden einstimmig von den Aktionären, bis zur nächsten Ordentlichen Generalversammlung im Jahr 2016, als Verwaltungsrat gewählt.

Die Aktionäre beschließen einstimmig, bis zur nächsten Ordentlichen Generalversammlung im Jahr 2016, KPMG Luxembourg Société coopérative, 39, Avenue John F. Kennedy, L-1855 Luxembourg, als Wirtschaftsprüfer wieder zu wählen.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxembourg, den 13. Mai 2015.  
*Für SOTHA*

DZ PRIVATBANK S.A.

Référence de publication: 2015072829/22.

(150082189) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**SIX Financial Information Luxembourg S.A., Société Anonyme.**

Siège social: L-3372 Leudelange, 15, rue Léon Laval.

R.C.S. Luxembourg B 38.906.

*Auszug aus dem Protokoll der Ordentlichen Generalversammlung Abgehalten in den Geschäftsräumen der Six Financial Information AG in Zürich am 27. März 2015*

Die Firma ERNST & YOUNG, eingeschrieben im Handelsregister Luxemburg unter der Nummer B 47 771, mit Sitz in L - 5365 Munsbach, 7, Parc d'Activité Syrdall, wird als Wirtschaftsprüfer für den Jahresabschluss 2015 bestellt.

Das Mandat von Herrn Claude SINNER, Verwaltungsratsmitglied, geboren am 25/01/1957 in Luxemburg, wohnhaft in L - 5813 Fentange, 5, Rue Pierre Anen wird verlängert bis zur ordentlichen Generalversammlung die im Jahre 2018 stattfinden wird.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Zürich, den 27. März 2015.

*Der Verwaltungsrat*

Référence de publication: 2015072817/17.

(150082711) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Yapi Kredi Sicav, Société d'Investissement à Capital Variable.**

Siège social: L-8070 Bertrange, 31, Zone d'Activités Bourmicht.

R.C.S. Luxembourg B 175.425.

L'Assemblée approuve la ré-élection comme administrateurs de la Sicav jusqu'à la prochaine assemblée générale annuelle des actionnaires qui se tiendra en 2016 de:

- Monsieur Mert Yazicioglu, Otas Sitesi C-2 Blok daire, 10 34330 Levent-Istanbul, Turquie;
- Monsieur Stefano Schrievs, 8-10, rue Jean Monnet, L-2180 Luxembourg;
- Monsieur Özgür Maras, 3-II Corellistraat, 1077HA Amsterdam, Pays-Bas.

L'Assemblée approuve la réélection du Réviseur d'Entreprises Agréé Ernst&Young S.A., 7 rue Gabriel Lippman, L-5365 Munsbach, pour une durée d'un an se terminant à la date de la prochaine assemblée générale annuelle des actionnaires en 2016.

Bertrange, le 15 mai 2015.

*Pour le compte de Yapi Kredi SICAV*

Citibank International Limited Luxembourg Branch

Référence de publication: 2015072906/18.

(150083128) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Solid Energy S.A., Société Anonyme.**

Siège social: L-9122 Schieren, 27, rue de la Gare.

R.C.S. Luxembourg B 175.610.

*Auszug aus dem Protokoll der Ausserordentlichen Generalversammlung Abgehalten am Gesellschaftssitz am 5. Mai 2015 um 15.00 Uhr*

Wird zum Verwaltungsratsmitglied ernannt Frau Nathalie CLAUSSE, wohnhaft in L-9221 Diekirch, 164, rue Clairefontaine, geboren in Diekirch, am 21. März 1966.

Ihr Mandat endet bei der Generalversammlung welche im Jahr 2018 stattfinden wird.

Die Versammlung widerruft einstimmig das Mandat des Aufsichtskommissars Fiduciaire d'Expertise Comptable et de Révision Everard-Klein S.à.r.l., eingeschrieben im Handelsregister Luxemburg unter der Nummer B 63 706.

Zum neuen Aufsichtskommissar wird ernannt FIRELUX S.A., eingeschrieben im Handelsregister Luxemburg unter der Nummer B 84 589, mit Sitz in L - 9053 Ettelbruck, 45, Avenue J.F. Kennedy.

Dieses Mandat endet bei der Generalversammlung welche im Jahr 2018 stattfinden wird.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

*Verwaltungsratsmitglied / Verwaltungsratsmitglied*

Référence de publication: 2015072826/19.

(150083107) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Sagres (Lux) S. à r.l., Société à responsabilité limitée.**

Siège social: L-1222 Luxembourg, 2-4, rue Beck.  
R.C.S. Luxembourg B 124.301.

## EXTRAIT

En date du 7 mai 2015, l'actionnaire Fortress Value Recovery Fund I Ltd a transféré la totalité de ses parts sociales, soit 500 parts, à D.B. Zwirn Anam Holdings (Lux) S. à r.l., ayant son siège social au 2-4, rue Beck à 1222 Luxembourg, inscrite au Registre de Commerce de Luxembourg sous le numéro B 113697.

Référence de publication: 2015072767/11.

(150082999) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Shiplux II S.A., Société Anonyme.**

Siège social: L-2519 Luxembourg, 3-7, rue Schiller.  
R.C.S. Luxembourg B 111.970.

*Extrait des Résolutions de l'Assemblée Générale Ordinaire du 4 mai 2015*

M. Michel Jadot, Kristof Wuytack et M. Jozef Adriaens sont renommés administrateurs.

BDO AUDIT S.A., réviseur d'entreprises agréé est renommé réviseur aux comptes.

Tous les mandats viendront à échéance lors de l'Assemblée Générale Statutaire 2016.

M. Kristof Wuytack, administrateur, a comme nouvelle adresse: 3, rue Schiller L-2519 Luxembourg.

Pour extrait sincère et conforme

Michel Jadot / Jozef Adriaens

*Administrateur / Administrateur*

Référence de publication: 2015072791/15.

(150082971) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Tradhold S.A., Société Anonyme.**

Siège social: L-2449 Luxembourg, 14, boulevard Royal.  
R.C.S. Luxembourg B 138.579.

*Extrait des résolutions écrites du Conseil d'Administration du 22 avril 2015*

La Présidence du Conseil d'Administration sera désormais assurée par Monsieur François TESCH.

*Extrait du procès-verbal de l'Assemblée Générale Ordinaire du 4 mai 2015*

L'Assemblée renouvelle les mandats d'administrateur de Messieurs François TESCH, André BIRGET, Pierre AHLBORN et Benoît ELVINGER pour une période venant à échéance lors de l'assemblée générale ordinaire qui statuera sur les comptes de l'exercice se terminant le 31 décembre 2015.

L'Assemblée reconduit, pour une durée d'un an, le mandat de réviseur indépendant de la société Ernst & Young S.A.

Composition du Conseil d'Administration

M. François TESCH	Administrateur et Président résidant professionnellement à L-3372 Leudelange, 12 rue Léon Laval
M. André BIRGET	Administrateur résidant professionnellement à L-3372 Leudelange, 12 rue Léon Laval
M. Pierre AHLBORN	Administrateur résidant professionnellement à L-2449 Luxembourg, 14 boulevard Royal
M. Benoît ELVINGER	Administrateur résidant professionnellement à L-2449 Luxembourg, 14 boulevard Royal;

*Réviseur d'Entreprises*

ERNST & YOUNG S.A.

ayant son siège social à L-5365 Munsbach, 7 rue Gabriel Lippmann.

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

Luxembourg, le 15 mai 2015.

Référence de publication: 2015072852/28.

(150083048) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**CLdN N.W. S.A., Société Anonyme.**

Siège social: L-2519 Luxembourg, 3-7, rue Schiller.  
R.C.S. Luxembourg B 160.576.

*Extrait des Résolutions prises lors de l'Assemblée Générale Ordinaire du 7 mai 2015*

Messieurs Freddy Bracke, Michel Jadot, Jozef Adriaens, Jean Cigrang, Consultinvest N.V. avec comme représentant permanent M. Frank van Bellingen et Madame Anne-Marie Grieder sont renommés administrateurs.

Madame Marie-Reine Bernard est renommée commissaire aux comptes.

Tous les mandats viendront à échéance lors de l'assemblée générale statutaire de 2016.

CERTIFIÉE CONFORME

J. Adriaens / Michel Jadot

*Administrateur / Administrateur*

Référence de publication: 2015072249/15.

(150083016) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**CSCP Credit Acquisition Holdings Luxco Sàrl, Société à responsabilité limitée unipersonnelle.**

Siège social: L-2449 Luxembourg, 25C, boulevard Royal.  
R.C.S. Luxembourg B 151.142.

*Extrait des résolutions de l'Associé Unique prises en date du 13 mai 2015*

Il résulte des décisions écrites de l'Associé Unique de la Société les décisions suivantes (traduction libre):

- d'accepter la démission de la personne suivante:

\* Olufunke Audu, en qualité de Gérant de catégorie A de la Société et ce avec effet au 5 mai 2015;

- de nommer la personne suivante avec effet immédiat et pour une durée indéterminée:

\* Keith Greally, né le 5 février 1977 à Galway, Irlande, ayant son adresse professionnelle au 25C, Boulevard Royal, L-2449 Luxembourg, en qualité de Gérant de catégorie B de la Société.

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

Luxembourg, le 13 mai 2015.

Signature

*Un mandataire*

Référence de publication: 2015072268/18.

(150082911) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**CePT, Centre de Prévention des Toxicomanies, Fondation.**

Siège social: L-1531 Luxembourg, 8-10, rue de la Fonderie.  
R.C.S. Luxembourg G 36.

Sont à rayer des membres de la Fondation:

- SCHMITZ Steve demeurant à L-1273 Luxembourg 24, rue de Bitburg

- JUNCKER Romain demeurant à L-5821 Howald, 2, rue de l'Ermittage

- MASSEN Alain demeurant à L-2732 Luxembourg, 33, rue Wilson

- CLOOS Jean-Marc, demeurant à L-1130 Luxembourg, 39, rue d'Anvers

Le Vice - Président MEISCH Nico demeurant professionnellement à L-2934 Luxembourg, 12-14, Avenue Emile Reuter est remplacé par Monsieur CLOOS Jean-Marc, demeurant à L-1130 Luxembourg, 39, rue d'Anvers.

Sont nommés nouveaux membres de la Fondation:

- SCHROEDER Ralph demeurant professionnellement à L-2420 Luxembourg, 12-14, avenue Emile Reuter

- KLEIN Isabelle demeurant professionnellement à L-2420 Luxembourg, 12-14, avenue Emile Reuter

- HOFFMANN Sophie demeurant à L-1273 Luxembourg, 24, rue de Bitbourg

L'adresse du Président Monsieur Egide URBAIN est à changer comme suit:

1, rue de la Forge, L-3322 BIVANGE

Luxembourg, le 11/02/2015.

Référence de publication: 2015072238/21.

(150082438) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**UIP Fund SICAV-FIS, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.**

Siège social: L-2535 Luxembourg, 20, boulevard Emmanuel Servais.  
R.C.S. Luxembourg B 166.392.

*Extrait des résolutions de l'Assemblée Générale Ordinaire des Actionnaires, tenue à Luxembourg le 30 avril 2015:*

- L'Assemblée Générale décide de réélire le Réviseur d'Entreprises, Ernst & Young S.A., pour une période d'un an prenant fin à l'issue de l'Assemblée Générale Ordinaire qui se tiendra en 2015.

Luxembourg, le 13 mai 2015.

Référence de publication: 2015072869/11.

(150082161) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Shiplux VII S.A., Société Anonyme.**

Siège social: L-2519 Luxembourg, 3-7, rue Schiller.  
R.C.S. Luxembourg B 112.206.

*Extrait des Résolutions de l'Assemblée Générale Ordinaire du 4 mai 2015*

Messieurs Michel JADOT, Kristof WUYTACK et Jozef ADRIAENS sont renommés administrateurs.

La société BDO Audit S.A., Réviseur d'entreprises agréé est renommée Réviseur aux comptes.

Tous les mandats viendront à échéance lors de l'Assemblée Générale Ordinaire de 2015.

Monsieur Kristof Wuytack, administrateur, a comme nouvelle adresse: 3, rue Schiller L-2519 Luxembourg.

Pour extrait sincère et conforme

Michel Jadot / Jozef Adriaens

*Administrateur / Administrateur*

Référence de publication: 2015072803/15.

(150082961) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Invicta-Art S.à r.l., Société à responsabilité limitée.**

Siège social: L-2557 Luxembourg, 18, rue Robert Stümper.  
R.C.S. Luxembourg B 47.654.

*Extrait du rapport de gérance du 22 avril 2015*

1°- En date du 22 avril 2015, IMACORP BUSINESS CENTRE S.A., avec siège social au 18, rue Robert Stümper, L-2557 Luxembourg, immatriculée au RCS de Luxembourg sous le numéro B 46706 a cédée sous seing privé deux cent cinquante (250) parts sociales de la société INVICTA-ART S.à.r.l. d'une valeur nominale de EUR 25,00 chacune à Monsieur Alexandre AZOULAY, administrateur de sociétés, né le 21 juin 1972 à Boulogne-Billancourt (France), demeurant au 13, rue de la Tremoille, F-75008 Paris.

2°- En date du 22 avril 2015, IMACORP BUSINESS CENTRE S.A., avec siège social au 18, rue Robert Stümper, L-2557 Luxembourg, immatriculée au RCS de Luxembourg sous le numéro B 46706 a cédée sous seing privé deux cent cinquante (250) parts sociales de la société INVICTA-ART S.à.r.l. d'une valeur nominale de EUR 25,00 chacune à Monsieur Guillaume DEBACK, administrateur de sociétés, né le 2 février 1974 à Antony (France), demeurant Street 8A, Villa 26D, Al Bada'a, Dubai.

A la suite de ces cessions de parts, acceptées par la société, les nouveaux associés de la société sont:

- Monsieur Alexandre AZOULAY, demeurant au 13, rue de la Tremoille, F-75008 Paris, détient 250 parts sociales.

- Monsieur Guillaume DEBACK, demeurant Street 8A, Villa 26D, Al Bada'a, Dubai, détient 250 parts sociales.

Le nombre de parts sociales de la société est de 500.

3°- Monsieur Jean Carlos Cristobal DEL MORAL, né le 25 octobre 1960 à Boulogne-Billancourt, demeurant au 4, rue de Vermont, CH-1202 Genève a démissionné de son poste de gérant unique de la société;

4°- Monsieur Dimitri COUDERC, Administrateur de sociétés, né le 27 avril 1968 à 75014 Paris, demeurant 57, avenue de la Gare, L-1611 Luxembourg a été nommé gérant unique pour une durée indéterminée.

*Pour la société*

Signature

Référence de publication: 2015072496/28.

(150082691) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Signalhorn Holding S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 126.549.

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En date du 13 mai 2015, j'ai démissionné de ma fonction d'administrateur de catégorie B de la société SIGNALHORN HOLDING S.A., ayant son siège social au 6, place de Nancy à L-2212 Luxembourg, RCSL B 126549.

Valérie RAVIZZA  
19, Boulevard Grande-duchesse Charlotte  
L-1331 Luxembourg

Référence de publication: 2015072741/12.

(150082262) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**System Trading International S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 79.774.

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EXTRAIT

Il convient de noter que l'adresse de l'administrateur A, Monsieur Pieter van Hasselt, est désormais la suivante:

- 16, Dersbachstrasse

CH-6343 Buonas

Pour extrait conforme.

Luxembourg, le 13 mai 2015.

Référence de publication: 2015072764/13.

(150082179) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Sirius Fund I Grocery, SCSp, Société en Commandite spéciale.**

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

R.C.S. Luxembourg B 194.325.

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Par contrat daté du 11 mai 2015 signé par les associés de la Société, les termes du contrat social initial régissant la Société ont été modifiés et intégralement reformulés.

Il en ressort que la Société a désormais pour objet:

(a) d'opérer comme un fonds d'investissement alternatif en investissant directement ou indirectement dans des actifs immobiliers en Finlande et dans les participations s'y rapportant, luxembourgeoises ou étrangères, dans toute société ou entreprise sous quelque forme que ce soit, conformément à cette clause d'objet (étant entendu que les investissements du portefeuille doivent être situés en Finlande),

(b) d'emprunter sous quelque forme que ce soit, sauf par voie d'offre publique. Elle peut procéder, uniquement par voie de placement privé, à l'émission de billets à ordre, d'obligations et de tous types de titres et instruments de dette ou de capital. La société peut prêter des fonds, y compris notamment les revenus de tous emprunts, à ses filiales, ainsi qu'à toutes autres sociétés. La société peut également consentir des garanties et nantir, céder, grever de charges ou autrement créer et accorder des sûretés sur toute ou partie de ses actifs afin de garantir ses propres obligations et celles de toute autre société et, de manière générale, en sa faveur et en faveur de toute autre société ou personne,

(c) d'employer toutes les techniques et instruments nécessaires pour se protéger contre les risques de crédit, les fluctuations monétaires, les fluctuations de taux d'intérêt et autres risques; et

(d) d'effectuer tout autre acte ou activité licite conformément à ce qui précède et que le gérant considère nécessaire, recommandée, pratique ou accessoire avec ce qui précède, incluant sans limitation, toutes les opérations commerciales, financières ou industrielles et toutes les transactions concernant des biens immobiliers ou mobiliers qui, directement ou indirectement, favorisent ou se rapportent à son objet social.

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

*Pour Sirius Fund I Grocery, SCSp*

*Un mandataire*

Référence de publication: 2015072745/29.

(150082738) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Siboney Holding S.à r.l., Société à responsabilité limitée.**

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.  
R.C.S. Luxembourg B 190.470.

## EXTRAIT

En date du 19 mars 2015, l'associé unique de la Société a pris les résolutions suivantes:

- Acceptation de la démission de Monsieur Vishal Sookloll comme gérant A de la société avec effet au 17 mars 2015;
- Nomination de Madame Diana Dumitru, née le 20 mai 1981 à Targoviste, Roumanie, et avec adresse professionnelle au 15 rue Edward Steichen, L-2540 Luxembourg, au poste de gérant A avec effet au 17 mars 2015 et pour une durée indéterminée.

Pour extrait conforme.

Luxembourg, le 13 mai 2015.

Référence de publication: 2015072739/15.

(150082529) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Rolic Invest S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

Siège social: L-1528 Luxembourg, 1, boulevard de la Foire.  
R.C.S. Luxembourg B 111.695.

## CLÔTURE DE LIQUIDATION

*Extrait des résolutions extraordinaire de l'actionnaire unique prises à Luxembourg le 16 avril 2015*

*Troisième résolution*

L'actionnaire unique a décidé de clôturer la liquidation de la société.

*Cinquième résolution*

L'actionnaire unique a décidé de conserver les livres comptables et documents au siège social de la société et ce pour une période de 5 ans.

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

Référence de publication: 2015072711/16.

(150082186) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Santana Holding S.A., Société Anonyme Soparfi.**

Siège social: L-2621 Luxembourg, 4, Montée des Tilleuls.  
R.C.S. Luxembourg B 85.298.

*Procès-verbal de la réunion de l'assemblée générale extraordinaire (ci-après l'«assemblée») de la société Santana Holding S.A. (ci-après la «Société») tenue en date du 07 mai 2015*

Il résulte d'un procès-verbal en date du 07 mai 2015 de l'assemblée générale extraordinaire des actionnaires de la société Santana Holding S.A., établie et ayant son siège social au 4, montée des tilleuls L-2621 Luxembourg, inscrite au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 85.298

*Résolutions:*

1. Acceptation de la démission de leur poste d'administrateur de  
Monsieur Jean BRUCHER  
Monsieur Nicolas THIELTGEN
  2. Révocation avec effet immédiat du mandat de la société Certificat Luxembourg Sàrl, ayant son siège social au 1, rue des Glacis L-1628 Luxembourg, immatriculée au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 86.770, de commissaire aux comptes de la «Société»
  3. Nomination avec effet immédiat de la société Eurodit Sàrl, établie et ayant son siège social au 16, allée Marconi, immatriculée au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 42.889, au poste de commissaire aux comptes de la «Société» avec effet immédiat  
Luxembourg, le 07 mai 2015.  
Référence de publication: 2015072774/23.  
(150082949) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.
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**Tesser Finance S.à r.l., Société à responsabilité limitée.****Capital social: EUR 12.500,00.**

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

R.C.S. Luxembourg B 77.188.

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EXTRAIT

En date du 12 mai 2015, l'associé unique a pris les résolutions suivantes:

- La démission de Monsieur Vishal Sookloll, en tant que gérant, est acceptée avec effet au 17 mars 2015.
- Madame Diana Dumitru, avec adresse professionnelle au 15, rue Edward Steichen, L-2540 Luxembourg, est élue nouvelle gérante de la société avec effet au 17 mars 2015 et ce pour une durée indéterminée.

Pour extrait conforme.

Luxembourg, le 12 mai 2015.

Référence de publication: 2015072856/15.

(150082523) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Torello Capital, Société à responsabilité limitée.**

Siège social: L-1528 Luxembourg, 2, boulevard de la Foire.

R.C.S. Luxembourg B 184.796.

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*Extrait des résolutions de l'Associé Unique de la Société prises en date du 11 mai 2015*

Il résulte des décisions écrites de l'Associé Unique de la Société les décisions suivantes:

- Monsieur Alexander Raymond Borgya a démissionné de son poste de gérant.
- Monsieur Yves Jacques Mondy a démissionné de son poste de gérant.
- Monsieur Miroslav Stoev, né à Sofia (Bulgarie), le 4 janvier 1976, demeurant professionnellement 2, Boulevard de la Foire, L-1528 Luxembourg a été nommé gérant pour une durée illimitée.
- Monsieur Maxime Ferretti, né à Niederkorn (Luxembourg), le 14 février 1990, demeurant professionnellement 2, Boulevard de la Foire, L-1528 Luxembourg a été nommé gérant pour une durée illimitée.

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

Luxembourg, le 11 mai 2015.

Référence de publication: 2015072851/17.

(150082639) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Prosperity Capital Management SICAV, Société d'Investissement à Capital Variable.**

Siège social: L-2535 Luxembourg, 20, boulevard Emmanuel Servais.

R.C.S. Luxembourg B 174.912.

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*Extrait des résolutions de l'Assemblée Générale Ordinaire, tenue à Luxembourg, le 15 avril 2015*

L'Assemblée Générale Ordinaire décide de nommer Madame Veronica Buffoni, demeurant professionnellement au Gubelstrasse 5, CH-6301 Zug, en tant que nouvel Administrateur, pour une période d'un an prenant fin avec l'Assemblée Générale Ordinaire qui se tiendra en 2016.

L'Assemblée Générale Ordinaire décide de nommer Monsieur John Alldis, demeurant professionnellement au 6B, route de Trèves, L-2633 Senningerberg, en tant que nouvel Administrateur, pour une période d'un an prenant fin avec l'Assemblée Générale Ordinaire qui se tiendra en 2016.

L'Assemblée Générale Ordinaire décide de renouveler, pour une nouvelle période d'un an prenant fin avec l'Assemblée Générale Ordinaire qui se tiendra en 2016, le mandat des Administrateurs suivants:

- Monsieur Joseph Keane, Président et Administrateur
- Monsieur Cédric Biart, Administrateur

L'Assemblée Générale Ordinaire décide de renouveler le mandat de KPMG Luxembourg, Société coopérative, 39 Avenue J.F. Kennedy, L-1855 Luxembourg en tant que Réviseur d'Entreprises Agréé, pour une période d'un an prenant fin à l'issue de l'Assemblée Générale Ordinaire qui se tiendra en 2016.

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

Référence de publication: 2015072701/22.

(150082871) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Almaro Holding S.A.-SPF, Société Anonyme - Société de Gestion de Patrimoine Familial.**

Siège social: L-1128 Luxembourg, 37, Val Saint André.

R.C.S. Luxembourg B 31.561.

*Extrait du procès-verbal de l'Assemblée Générale Extraordinaire des actionnaires tenue au siège social le 31.01.2015*

Nomination de Monsieur Jean-Dominique Montois, ayant pour adresse 12 rue Jean Engling, L-1466 Luxembourg, comme administrateur, membre du Conseil d'administration, avec effet de son mandat à dater de ce jour et jusqu'à l'échéance de l'AGO 2021.

Démission de Monsieur Rudiger v. Lettow, administrateur démissionnaire.

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

*Pour la société*

Référence de publication: 2015072135/14.

(150082803) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Avolon Holding Corporation (Luxembourg) I S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 20.000,00.**

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

R.C.S. Luxembourg B 152.647.

EXTRAIT

Il résulte des résolutions de l'associé unique de la Société prises en date du 11 mai 2015 que:

- la démission de Monsieur Livio GAMBARDELLA, gérant de classe B de la Société a été acceptée avec effet immédiat;
- Monsieur Marc CHONG KAN, né le 24 août 1964 à Paris (France) résidant professionnellement au 16, avenue Pasteur L-2310 Luxembourg a été nommé gérant de classe B de la société avec effet immédiat et ce pour une durée indéterminée.

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

Luxembourg, le 13 mai 2015.

Référence de publication: 2015072125/15.

(150082532) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Alta Energy Luxembourg S.à r.l., Société à responsabilité limitée.**

**Capital social: CAD 18.000,00.**

Siège social: L-1273 Luxembourg, 19, rue de Bitbourg.

R.C.S. Luxembourg B 169.009.

*Extrait des résolutions écrites prises par l'associé unique de la Société en date du 6 mai 2015*

En date du 6 mai 2015, l'associé unique de la Société a pris les résolutions suivantes:

- de confirmer et d'accepter la démission de Madame Catherine KOCH de son mandat de gérant de classe B de la Société avec effet au 30 avril 2015;

- de nommer Madame Sonia BALDAN, née le 27 janvier 1960 à Luxembourg, résidant à l'adresse professionnelle suivante: 19, rue de Bitbourg, L-1273 Luxembourg, en tant que gérant de classe B de la Société avec effet au 30 avril 2015 et ce pour une durée indéterminée

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

- Monsieur Christopher PLACCA, gérant de classe A
- Monsieur Joseph GREENBERG, gérant de classe A
- Madame Antonella GRAZIANO, gérant de classe B
- Monsieur Olivier HAMOU, gérant de classe B
- Madame Sonia BALDAN, gérant de classe B

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

Luxembourg, le 13 mai 2015.

Alta Energy Luxembourg S.à r.l.

Signatures

Référence de publication: 2015072103/25.

(150082695) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Ambercraft Holding S. A., Société Anonyme.**

Siège social: L-1411 Luxembourg, 2, rue des Dahlias.  
R.C.S. Luxembourg B 162.317.

*Extrait des résolutions prises par l'Assemblée Générale Extraordinaire en date du 05 mai 2015 au siège social de la société*

1. Le siège de la société est transféré au 2, Rue des Dahlias, L-1411 Luxembourg à partir du 1<sup>er</sup> mai 2015

Pour extrait sincère et conforme  
Ambercraft Holding S.A.

Référence de publication: 2015072114/11.

(150082637) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Avolon Holding Corporation (Luxembourg) III S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 20.000,00.**

Siège social: L-2522 Luxembourg, 12, rue Guillaume Schneider.  
R.C.S. Luxembourg B 157.858.

**EXTRAIT**

Il résulte des résolutions de l'associé unique de la Société prises en date du 11 mai 2015 que:

- la démission de Monsieur Livio GAMBARDELLA, gérant de classe B de la Société a été acceptée avec effet immédiat;
- Monsieur Marc CHONG KAN, né le 24 août 1964 à Paris (France) résidant professionnellement au 16, avenue Pasteur L-2310 Luxembourg a été nommée gérant de classe B de la société avec effet immédiat et ce pour une durée indéterminée.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Luxembourg, le 13 mai 2015.

Référence de publication: 2015072126/15.

(150082518) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**Colt Group S.A, Société Anonyme.**

**Capital social: EUR 447.994.553,00.**

Siège social: L-1246 Luxembourg, 2A, rue Albert Borschette.  
R.C.S. Luxembourg B 115.679.

Il résulte des résolutions de l'assemblée générale annuelle des actionnaires de Colt Group S.A. (la «Société») du 30 avril 2015 que les personnes suivantes ont été nommées ou renommées comme administrateurs de la Société à compter du 30 avril 2015 pour le terme d'un an jusqu'à l'assemblée générale annuelle délibérant sur les comptes de l'année 2015:

- Olivier Baujard, 94 rue des Gabillons, 78290 Croissy sur Seine, France
- Rakesh Bhasin, 15 St Botolph Street, Beaufort House, London, EC3A 7QN, UK
- Hugo Eales, 15 St Botolph Street, Beaufort House, London, EC3A 7QN, UK
- Sergio Giacometto, West Bay Street, Caves Point 9C, PO Box SP 60644, Nassau, New Providence, Bahamas
- Simon Haslam, 130 Tonbridge Road, Oakhill House, Hildenborough, Kent TN11 9DZ, UK
- Katherine Innes Ker, 15 St Botolph Street, Beaufort House, London, EC3A 7QN, UK
- Anthony Rabin, 15 St Botolph Street, Beaufort House, London, EC3A 7QN, UK
- Lorraine Trainer, 15 St Botolph Street, Beaufort House, London, EC3A 7QN, UK
- Jennifer Uhrig, 245 Summerstreet, Boston MA 02210, USA
- Michael Wilens, 82 Devonshire Street F5E, Boston MA 02109, USA

Il résulte des mêmes résolutions que PricewaterhouseCoopers Société coopérative, 2, rue Gerhard Mercator L-2182 Luxembourg, a été renommé comme réviseur d'entreprises de la Société à compter du 30 avril 2015 jusqu'à la l'assemblée générale annuelle délibérant sur les comptes de l'année 2015.

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

Luxembourg, le 13 mai 2015.

*Pour la société Colt Group S.A.*

Esmee Chengapen

Référence de publication: 2015072206/28.

(150082131) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

**SYSTEMAT Luxembourg PSF S.A., Société Anonyme.**  
Siège social: L-8303 Capellen, 77-79, Parc d'Activités Capellen.  
R.C.S. Luxembourg B 110.102.

*Extrait du procès-verbal de la réunion du conseil d'administration tenue le 25 mars 2015.*

Le Conseil d'Administration prend acte de la démission de Mme Rita Goffin en tant que responsable à la gestion journalière et de représentation de la société dans le cadre de cette gestion.

Pour approbation  
SYSTEMAT Luxembourg PSF SA  
SPRL 4-Pi-R / SPRL Point.Exe  
Représentée par Pierre Focant / Représentée par Vincent Schaller  
*Administrateur / Administrateur*

Référence de publication: 2015071983/15.

(150081397) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**Valauchan Caisse Auchan Italie S.C.A., Société en Commandite par Actions.**

Siège social: L-2180 Luxembourg, 6, rue Jean Monnet.  
R.C.S. Luxembourg B 115.266.

*Extrait des résolutions prises lors de l'assemblée générale statutaire tenue exceptionnellement le 20 avril 2015*

- Les mandats des membres du Conseil de surveillance, Madame Monique HUYGHE, Monsieur Philippe GRACIA et Monsieur Giuliano STRONATTI sont reconduits pour une durée d'un an et prendront fin lors de l'assemblée générale statutaire devant se tenir en 2016;

- La société PricewaterhouseCoopers, société coopérative, ayant son siège social au 2, rue Gerhard Mercator, L-1014 Luxembourg est nommée en tant que Réviseur d'entreprises agréé chargé de la revue des comptes au 31 décembre 2015. Son mandat prendra fin lors de l'assemblée générale statutaire devant se tenir en 2016.

Certifié sincère et conforme  
VALAUCHAN CAISSE AUCHAN ITALIE S.C.A.

Référence de publication: 2015072040/16.

(150081631) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**Blue Finn S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 15,00.**

Siège social: L-8070 Bertrange, 33, rue du Puits Romain.  
R.C.S. Luxembourg B 171.243.

*Extrait des résolutions de l'actionnaire unique de la Société prises en date du 9 mars 2015*

- d'accepter la démission Monsieur Faruk Durusu, né 20 juin 1978 Yildizeli, Turquie, avec adresse professionnelle au 102 rue des Maraichers, L-2124, Luxembourg, Grand-Duché de Luxembourg, en tant que gérant B de la Société avec effet au 9 mars 2015,

- nommer Monsieur Guy Knepper né 4 avril 1968 Luxembourg a Grand-Duché de Luxembourg, avec adresse professionnelle au 33 rue du Puits Romain, L-8070, Bertrange, Grand-Duché de Luxembourg, en tant que gérant B de la Société avec effet au 9 mars 2015;

- Depuis cette date, le conseil de gérance de la Société est désormais composé des personnes suivantes:

Ms. Angela C. Jones, Gérant A  
Mr. Brian W. Morris, Gérant A  
Ms. Joanne Goodsell, Gérant B  
Mr. Guy Knepper, Gérant B

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

Luxembourg, le 9 mars 2015.

Blue Finn S.à r.l.

Référence de publication: 2015072165/23.

(150082620) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Invest Games S.à r.l., Société Anonyme,  
(anc. Invest Games S.A.).**

Siège social: L-1661 Luxembourg, 9-11, Grand-rue.  
R.C.S. Luxembourg B 113.166.

—  
In the year two thousand and fifteen, the thirtieth day of April,  
before us, Maître Henri BECK, notary residing in Echternach, Grand Duchy of Luxembourg,  
was held

an extraordinary general meeting (the Meeting) of Invest Games S.A., a public limited liability company, having its registered office at 9-11, Grand - Rue, L-1661 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 113.166, incorporated pursuant to a deed of Maître Joseph Elvinger, notary residing in Luxembourg, Grand Duchy of Luxembourg, dated 27 December 2005, published in the Mémorial C, Recueil des Sociétés et Associations (the Mémorial) number 657 of 30 March 2006. Since that date, the Company's articles of association (the Articles) have been amended several times, most recently on 4 August 2011 pursuant to a deed drawn up by Maître Francis Kessler, notary resident in Esch-sur-Alzette, Grand Duchy of Luxembourg, published in the Mémorial under number 2660, page 127675 on 2 November 2011 (the Company),

**THERE APPEARED:**

International Game Technology PLC, a public limited company organized under the laws of England and Wales and having a mailing address of 70 Chancery Lane, London WC2A 1AF, England,

here represented by Peggy Simon, employee, whose professional address is at L-6475 Echternach, 9, Rabatt, by virtue of a power of attorney given under private seal.

The power of attorney, after signature ne varietur by the representative of the appearing party and the undersigned notary, will remain attached to this deed for the purpose of registration.

The appearing party, represented as stated here above, has requested the undersigned notary to record the following:

- I. International Game Technology PLC is the sole shareholder (the Sole Shareholder) of the Company;
- II. The Company's share capital is presently set at ninety-three million one hundred thousand euros (EUR 93,100,000), represented by seventy-four million four hundred eighty thousand (74,480,000) shares in registered form, without par value.
- III. The agenda of the Meeting is the following:
  1. Waiver of the convening formalities;
  2. Change of the Company's legal form from a public limited liability company (société anonyme) into a private limited liability company (société à responsabilité limitée) and amendment and complete restatement of the articles of association of the Company in order to reflect the change of legal form of the Company;
  3. Confirmation of the management positions in the Company, constituting therefore the board of managers of the Company for an unlimited duration;
  4. Resignation of the statutory auditor of the Company and full discharge for the performance of his mandate;
  5. Miscellaneous.
- IV. The Sole Shareholder has taken the following resolutions:

*First resolution*

The Sole Shareholder resolves to waive the convening notice, the sole shareholder of the Company having been duly convened and having perfect knowledge of the agenda which has been communicated to him in advance.

*Second resolution*

The Sole Shareholder resolves to change the legal form of the Company from a public limited liability company (société anonyme) into a private limited liability company (société à responsabilité limitée), and consequently resolves to amend and completely restate the articles of association of the Company as follows and has thus requested the undersigned notary to enact the following amendment and full restatement of the Articles:

**I. Name - Registered office - Object - Duration**

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

**Art. 2. Registered office.**

2.1. The Company's registered office is established in Luxembourg, Grand Duchy of Luxembourg. It may be transferred within that municipality by a resolution of the board of managers. It may be transferred to any other location in the Grand

Duchy of Luxembourg by a resolution of the shareholders, acting in accordance with the conditions prescribed for the amendment of the Articles.

2.2. Branches, subsidiaries or other offices may be established in the Grand Duchy of Luxembourg or abroad by a resolution of the board of managers. If the board of managers determines that extraordinary political or military developments or events have occurred or are imminent, and that those developments or events may interfere with the normal activities of the Company at its registered office, or with ease of communication between that office and persons abroad, the registered office may be temporarily transferred abroad until the developments or events in question have completely ceased. Any such temporary measures do not affect the nationality of the Company, which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg incorporated company.

### **Art. 3. Corporate object.**

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

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

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

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

### **Art. 4. Duration.**

4.1. The Company is formed for an unlimited period.

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

## **II. Capital - Shares**

### **Art. 5. Capital.**

5.1. The share capital of the Company is set at ninety-three million one hundred thousand euros (EUR 93,100,000), represented by seventy-four million four hundred eighty thousand (74,480,000) shares in registered form without nominal value.

5.2. The share capital may be increased or reduced once or more by a resolution of the shareholders, acting in accordance with the conditions prescribed for the amendment of the Articles.

### **Art. 6. Shares.**

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

6.2. The shares are freely transferable between shareholders.

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

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

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

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

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

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

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

## **III. Management - Representation**

### **Art. 7. Appointment and removal of managers.**

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

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

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

#### 8.1. Powers of the board of managers

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

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

#### 8.2. Procedure

(i) The Board shall meet at the request of any two (2) managers, at the place indicated in the convening notice, which in principle shall be in Luxembourg.

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

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

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

(v) The Board may only validly deliberate and act if a majority of its members are present or represented. Board resolutions shall be validly adopted by a majority of the votes of the managers present or represented, provided that if the shareholders have appointed one or several class A managers and one or several class B managers, at least one (1) class A manager and one (1) class B manager votes in favour of the resolution. Board resolutions shall be recorded in minutes signed by the chairperson of the meeting or, if no chairperson has been appointed, by all the managers present or represented.

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

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

#### 8.3. Representation

(i) The Company shall be bound towards third parties in all matters by the joint signature of any two (2) managers, and in case different classes of managers are appointed, by the joint signature of any class A manager and any class B manager.

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

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

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

## IV. Shareholder

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

#### 11.1. Powers and voting rights

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

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

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

#### 11.2. Notices, quorum, majority and voting procedures

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

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

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

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

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

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

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

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

(ix) Any change in the nationality of the Company and any increase in a shareholder's commitment to the Company shall require the unanimous consent of the shareholders.

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

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

- (i) the sole shareholder shall exercise all powers granted by the Law to the General Meeting;
- (ii) any reference in the Articles to the shareholders, the General Meeting, or the Written Shareholders' Resolutions is to be read as a reference to the sole shareholder or the sole shareholder's resolutions, as appropriate; and
- (iii) the resolutions of the sole shareholder shall be recorded in minutes or drawn up in writing.

## V. Annual accounts - Allocation of profits - Supervision

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

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

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

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

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

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

13.5. If the number of shareholders of the Company exceeds twenty-five (25), the annual General Meeting shall be held at the registered office of the Company or at any other place within the municipality of the registered office, as specified in the notice, on the second Monday of May of each year at 10.00 a.m. If that day is not a business day in Luxembourg, the annual General Meeting shall be held on the following business day.

**Art. 14. Auditors.**

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

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

**Art. 15. Allocation of profits.**

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

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

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

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

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

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

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

## **VI. Dissolution - Liquidation**

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

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

## **VII. General provisions**

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

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

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

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

### *Transitional provision*

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

### *Subscription and payment*

The seventy-four million four hundred eighty thousand (74,480,000) shares, held by International Game Technology PLC in Invest Games S.A. before its change into a private limited company, have been transferred into seventy-four million four hundred eighty thousand (74,480,000) shares, still held by International Game Technology PLC.

### *Third resolution*

Upon change of the legal form, the Sole Shareholder resolves to acknowledge the resignation of Fabio Celadon as a director of the Company and to grant him full discharge (*quitus*) for the performance of his duties as a director of the Company as from the date of his appointment until the date of the present meeting, and further resolves to confirm the management's appointment of the following persons, constituting therefore the board of managers of the Company, for an unlimited duration as follows:

- Jean Martin Stoffel, private employee, born on 1 April 1982 in Luxembourg, Grand Duchy of Luxembourg, with professional residence at 16 rue Jean L'Aveugle, L-1148 Luxembourg; and

- Claudio Demolli, private employee, born on 12 March 1967 in Milan, Italy, with professional residence at 10, Memorial Boulevard, Providence, Rhode Island 02903, United States of America.

### *Fourth resolution*

Upon change of the legal form, the Sole Shareholder resolves to acknowledge the resignation of (i) Ernst and Young S.A. as statutory auditor (*réviseur d'entreprises agréé*) of the Company and (ii) PricewaterhouseCoopers, Societe Cooperative, as independent auditor of the Company, with immediate effect and to grant them full discharge for the performance of their mandate until the date of this deed.

### *Statement*

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

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

After reading the present deed to the proxyholder of the appearing party, acting as said before, know to the notary by name, first name, civil status and residence, the said proxyholder has signed with us, the undersigned notary, the present deed.

### Suit la traduction française du texte qui précède:

L'an deux mille quinze, le trentième jour d'avril,  
par devant nous, Maître Henri BECK, notaire de résidence à Echternach, Grand-Duché de Luxembourg,  
s'est tenue

une assemblée générale extraordinaire (l'Assemblée) de Invest Games S.A., une société anonyme, dont le siège social est établi au 9-11, Grand-Rue, L-1661 Luxembourg, Grand-Duché de Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 133.166, constituée suivant un acte de Maître Joseph Elvinger, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, daté du 27 décembre 2005, publié au Mémorial C, Recueil des Sociétés et Associations (le Mémorial) numéro 657 du 30 mars 2006. Depuis cette date, les statuts de la Société (les Statuts) ont été modifiés à plusieurs reprises, et le plus récemment le 4 août 2011, suivant un acte de Maître Francis Kesseler, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg, publié au Mémorial numéro 2660, page 127675 le 2 novembre 2011 (la Société).

#### A COMPARU:

International Game Technology PLC, une Société anonyme régie en vertu des lois de l'Angleterre et du Pays de Galles et disposant d'une adresse postale au 70 Chancery Lane, London WC2A 1AF, Angleterre,

représentée par Peggy Simon, employée, dont l'adresse professionnelle se situe à L-6475 Echternach, 9, Rabatt, en vertu d'une procuration donnée sous seing privé.

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

La partie comparante, représentée comme indiqué ci-dessus, a requis le notaire instrumentant d'acter ce qui suit:

I. International Game Technology PLC est l'actionnaire unique (l'Actionnaire Unique) de la Société;

II. Le capital social de la Société est actuellement fixé à quatre-vingt-treize millions cent mille euros (EUR 93.100.000), représenté par soixante-quatorze millions quatre cent quatre-vingt mille (74.480.000) actions sous forme nominative, sans valeur nominale.

III. L'ordre du jour de l'Assemblée est le suivant:

1. Renonciation aux formalités de convocation;
2. Changement de la forme juridique de la Société de société anonyme en société à responsabilité limitée et modification et reformulation intégrale des statuts de la Société afin de refléter le changement de forme juridique de la Société;
3. Confirmation des postes de direction dans la Société, formant ainsi le conseil de gérance de la Société pour une durée indéterminée;
4. Démission du réviseur d'entreprises agréé de la Société et octroi d'une pleine décharge pour l'exercice de son mandat;
5. Divers.

IV. L'Actionnaire Unique a adopté les résolutions suivantes:

#### *Première résolution*

L'Actionnaire Unique décide de renoncer aux formalités de convocation, l'actionnaire unique de la Société ayant été dûment convoqué et ayant une parfaite connaissance de l'ordre du jour qui lui a été communiqué au préalable.

#### *Seconde résolution*

L'Actionnaire Unique décide de changer la forme juridique de la Société de société anonyme en société à responsabilité limitée, et décide en conséquence de modifier et reformuler intégralement les statuts de la Société comme suit et a pour ce faire requis le notaire instrumentant d'acter la modification et la reformulation intégrale des Statuts:

### **I. Dénomination - Siège social - Objet - Durée**

**Art. 1<sup>er</sup>. Dénomination.** Le nom de la société est «Invest Games S.à r.l.» (la Société). La Société est une société à responsabilité limitée régie par les lois du Grand-Duché de Luxembourg, et en particulier par la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (la Loi), ainsi que par les présents statuts (les Statuts).

#### **Art. 2. Siège social.**

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



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

### **Art. 3. Objet social.**

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

3.2. La Société peut emprunter sous quelque forme que ce soit, sauf par voie d'offre publique. Elle peut procéder, uniquement par voie de placement privé, à l'émission de billets à ordre, d'obligations et de tous types de titres et instruments de dette ou de capital. La Société peut prêter des fonds, y compris notamment les revenus de tous emprunts, à ses filiales, sociétés affiliées (comprenant société mère et société soeur), ainsi qu'à toutes autres sociétés. La Société peut également consentir des garanties et nantir, céder, grever de charges ou autrement créer et accorder des sûretés sur toute ou partie de ses actifs afin de garantir ses propres obligations et celles de toute autre société et, de manière générale, en sa faveur et en faveur de toute autre société ou personne. En tout état de cause, la Société ne peut effectuer aucune activité réglementée du secteur financier sans avoir obtenu l'autorisation requise.

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

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

### **Art. 4. Durée.**

4.1. La Société est formée pour une durée indéterminée.

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

## **II. Capital - Parts sociales**

### **Art. 5. Capital.**

5.1. Le capital de la Société est fixé à quatre-vingt-treize millions cent mille euros (EUR 93.100.000), représenté par soixante-quatorze millions quatre cent quatre-vingt mille (74.480.000) parts sociales sous forme nominative sans valeur nominale.

5.2 Le capital social peut être augmenté ou réduit à une ou plusieurs reprises par une résolution des associés agissant conformément aux conditions prévues pour la modification des Statuts.

### **Art. 6. Parts sociales.**

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

6.2. Les parts sociales sont librement cessibles entre associés.

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

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

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

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

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

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

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

### III. Gestion - Représentation

#### Art. 7. Nomination et révocation des gérants.

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

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

#### Art. 8. Conseil de gérance. Si plusieurs gérants sont nommés, ils constitueront le conseil de gérance (le Conseil).

##### 8.1. Pouvoirs du conseil de gérance

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

(ii) Le Conseil peut déléguer des pouvoirs spéciaux ou limités à un ou plusieurs agents pour des tâches spécifiques.

##### 8.2. Procédure

(i) Le Conseil se réunit sur convocation de deux (2) gérants au lieu indiqué dans l'avis de convocation, qui en principe, sera à Luxembourg.

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

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

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

(v) Le Conseil ne peut délibérer et agir valablement que si la majorité de ses membres sont présents ou représentés. Les décisions du Conseil sont valablement adoptées à la majorité des voix des gérants présents ou représentés, sauf si les associés ont nommé un ou plusieurs gérants de catégorie A et un ou plusieurs gérants de catégorie B, auquel cas au moins un (1) gérant de catégorie A et un (1) gérant de catégorie B vote en faveur de la décision. Les décisions du Conseil sont consignées dans des procès-verbaux signés par le président de la réunion ou, si aucun président n'a été nommé, par les gérants présents ou représentés.

(vi) Un gérant peut participer à toute réunion du Conseil par téléphone ou visio-conférence ou par tout autre moyen de communication permettant à l'ensemble des personnes participant à la réunion de s'identifier, de s'entendre et de se parler. La participation par un de ces moyens équivaut à une participation en personne à une réunion valablement convoquée et tenue.

(vii) Des résolutions circulaires signées par tous les gérants (des Résolutions Circulaires des Gérants) sont valables et engagent la Société comme si elles avaient été adoptées lors d'une réunion du Conseil valablement convoquée et tenue et portent la date de la dernière signature.

##### 8.3. Représentation

(i) La Société est engagée vis-à-vis des tiers en toutes circonstances par les signatures conjointes de deux (2) gérants, et dans le cas où différentes catégories de gérants ont été nommées, par les signatures conjointes d'un gérant de catégorie A et d'un gérant de catégorie B.

(ii) La Société est également engagée vis-à-vis des tiers par la signature de toute(s) personne(s) à qui des pouvoirs spéciaux ont été délégués par le Conseil.

**Art. 9. Gérant unique.** Si la Société est gérée par un gérant unique, toute référence dans les Statuts au Conseil, aux gérants ou à un gérant doit être considérée, le cas échéant, comme une référence au gérant unique.

**Art. 10. Responsabilité des gérants.** Les gérants ne contractent, à raison de leur fonction, aucune obligation personnelle concernant les engagements régulièrement pris par eux au nom de la Société, dans la mesure où ces engagements sont conformes aux Statuts et à la Loi.

### IV. Associé

#### Art. 11. Assemblées générales des Associés et résolutions écrites des Associés.

##### 11.1. Pouvoirs et droits de vote

(i) Sauf lorsque des résolutions sont adoptées conformément à l'article 11.1 (ii), les résolutions des associés sont adoptées en assemblée générale des associés (chacune une Assemblée Générale).

(ii) Si le nombre des associés de la Société ne dépasse pas vingt-cinq (25), les résolutions des associés peuvent être adoptées par écrit (des Résolutions Ecrites des Associés).

(iii) Chaque Part Sociale donne droit à son détenteur à un (1) vote.

##### 11.2. Convocations, quorum, majorité et procédure de vote

(i) Les associés peuvent être convoqués aux Assemblées Générales par le Conseil. Le Conseil doit convoquer une Assemblée Générale à la demande des associés représentant plus de la moitié du capital social.

(ii) Une convocation écrite à toute Assemblée Générale est donnée à tous les associés au moins huit (8) jours avant la date de l'assemblée, sauf en cas d'urgence, auquel cas, la nature et les circonstances de cette urgence seront précisées dans la convocation.

(iii) Lorsque les résolutions sont à adopter par écrit, le Conseil communiquera le texte des résolutions à tous les associés. Les Associés voteront par écrit et enverront leur vote à la Société dans le délai fixé par le Conseil. Chaque gérant est autorisé à compter les votes.

(iv) Les Assemblées Générales sont tenues au lieu et heure précisés dans les convocations.

(v) Si tous les associés sont présents ou représentés et se considèrent comme ayant été valablement convoqués et informés de l'ordre du jour de l'Assemblée Générale, elle peut se tenir sans convocation préalable.

(vi) Un associé peut donner une procuration écrite à toute autre personne (associé ou non), afin d'être représenté à toute Assemblée Générale.

(vii) Les décisions de l'Assemblée Générale sont adoptées par des associés détenant plus de la moitié du capital social. Si cette majorité n'est pas atteinte à la première Assemblée Générale, les associés sont convoqués par lettre recommandée à une seconde Assemblée Générale et les décisions sont adoptées par l'Assemblée Générale à la majorité des voix exprimées, sans tenir compte de la proportion du capital social représenté.

(viii) Les Statuts ne peuvent être modifiés qu'avec le consentement de la majorité (en nombre) des associés détenant au moins les trois-quarts du capital social.

(ix) Tout changement de nationalité de la Société ainsi que toute augmentation de l'engagement d'un associé dans la Société exige le consentement unanime des associés.

(x) Des Résolutions Ecrites des Associés sont adoptées avec le quorum de présence et de majorité détaillés ci-dessus et porteront la date de la dernière signature reçue avant expiration du délai fixé par le Conseil.

**Art. 12. Associé Unique.** Dans le cas où le nombre des associés est réduit à un (1):

(i) l'associé unique exerce tous les pouvoirs conférés par la Loi à l'Assemblée Générale;

(ii) toute référence dans les Statuts aux associés, à l'Assemblée Générale ou aux Résolutions Ecrites des Associés doit être considérée, le cas échéant, comme une référence à l'associé unique ou aux résolutions de ce dernier; et

(iii) les résolutions de l'associé unique sont consignées dans des procès-verbaux ou rédigées par écrit.

## V. Comptes annuels - Affectation des bénéfices - Contrôle

**Art. 13. Exercice social et approbation des comptes annuels.**

13.1. L'exercice social commence le premier (1) janvier et se termine le trente-et-un (31) décembre de chaque année.

13.2. Chaque année, le Conseil doit dresser le bilan et le compte de profits et pertes, ainsi qu'un inventaire indiquant la valeur des actifs et passifs de la Société, avec une annexe résumant les engagements de la Société ainsi que les dettes de ses gérants et des Associés envers la Société.

13.3. Tout Associé peut prendre connaissance de l'inventaire et du bilan au siège social.

13.4. Le bilan et le compte de profits et pertes doivent être approuvés de la façon suivante:

(i) si le nombre des Associés de la Société ne dépasse pas vingt-cinq (25), dans les six (6) mois de la clôture de l'exercice social en question, soit (a) par l'Assemblée Générale annuelle (si elle est tenue), soit (b) par voie de Résolutions Ecrites des Associés; ou

(ii) si le nombre des associés de la Société dépasse vingt-cinq (25), par l'Assemblée Générale annuelle.

13.5 Si le nombre d'associés de la Société dépasse vingt-cinq (25), l'Assemblée Générale annuelle se tient à l'adresse du siège social ou en tout autre lieu dans la municipalité du siège social, comme indiqué dans la convocation, le second lundi du mois de mai de chaque année à 10 heures. Si ce jour n'est pas un jour ouvré à Luxembourg, l'Assemblée Générale annuelle se tient le jour ouvré suivant.

**Art. 14. Commissaires / réviseurs d'entreprises.**

14.1. Les opérations de la Société sont contrôlées par un ou plusieurs réviseurs d'entreprises agréés dans les cas prévus par la loi. Les associés nomment les réviseurs d'entreprises agréés, s'il y a lieu, et déterminent leur nombre, leur rémunération et la durée de leur mandat.

14.2. Si la Société a plus de vingt-cinq (25) Associés, ses opérations sont surveillées par un ou plusieurs commissaires, à moins que la loi ne requière la nomination d'un ou plusieurs réviseurs d'entreprises agréés. Les mandats des commissaires peuvent être renouvelés par l'Assemblée Générale annuelle. Les commissaires peuvent être ou ne pas être des associés.

**Art. 15. Affectation des bénéfices.**

15.1. Cinq pour cent (5 %) des bénéfices nets de la Société au cours d'un exercice social doivent être affectés à la réserve requise par la loi (la Réserve Légale). Cette affectation cesse d'être exigée quand la Réserve Légale atteint dix pour cent (10 %) du montant du capital social.

15.2. Les associés déterminent l'affectation du solde des bénéfices nets annuels. Ils peuvent décider du paiement d'un dividende, de transférer le solde sur un compte de réserve ou de le reporter conformément aux dispositions légales applicables.

15.3. Des dividendes intérimaires peuvent être distribués à tout moment, aux conditions suivantes:

(i) le Conseil doit établir des comptes intérimaires;

(ii) ces comptes intérimaires doivent montrer que des bénéfices et autres réserves suffisants (y compris la prime d'émission) sont disponibles pour une distribution, étant entendu que le montant à distribuer ne peut pas dépasser le montant des bénéfices réalisés depuis la fin du dernier exercice social dont les comptes annuels ont été approuvés, le cas échéant, augmenté des bénéfices reportés et des réserves distribuables, et réduit par les pertes reportées et les sommes à affecter à la Réserve Légale;

(iii) le Conseil doit décider de distribuer des dividendes intérimaires dans les deux (2) mois suivant la date des comptes intérimaires; et

(iv) compte tenu des actifs de la Société, les droits des créanciers de la Société ne doivent pas être menacés par la distribution d'un dividende intermédiaire.

Si les dividendes intérimaires payés dépassent les bénéfices distribuables à la fin de l'exercice social, le Conseil a le droit de réclamer la répétition des dividendes ne correspondant pas à des bénéfices réellement réalisés et les Associés doivent immédiatement reverser l'excès à la Société si le Conseil l'exige.

## VI. Dissolution - Liquidation

16.1. La Société peut être dissoute à tout moment par une résolution des associés adoptée par la majorité (en nombre) des associés détenant au moins les trois-quarts du capital social. Les associés nommeront un ou plusieurs liquidateurs, qui n'ont pas besoin d'être des associés, pour réaliser la liquidation et détermineront leur nombre, pouvoirs et rémunération. Sauf décision contraire des associés, les liquidateurs sont investis des pouvoirs les plus étendus pour réaliser les actifs et payer les dettes de la Société.

16.2. Le boni de liquidation après la réalisation des actifs et le paiement des dettes de la Société sera versé aux associés proportionnellement aux parts sociales détenues par chacun d'entre eux.

## VII. Dispositions générales

17.1. Les convocations et communications, ainsi que les renoncations à celles-ci, peuvent être faites, et les Résolutions Circulaires des Gérants ainsi que les Résolutions Ecrites des Associés peuvent être établies par écrit, par télécopie, e-mail ou tout autre moyen de communication électronique.

17.2. Les procurations peuvent être données par tout moyen mentionné ci-dessus. Les procurations relatives aux réunions du Conseil peuvent également être données par un gérant conformément aux conditions acceptées par le Conseil.

17.3. Les signatures peuvent être sous forme manuscrite ou électronique, à condition de satisfaire aux conditions légales pour être assimilées à des signatures manuscrites. Les signatures des Résolutions Circulaires des Gérants, des résolutions adoptées par le Conseil par téléphone ou visio-conférence et des Résolutions Ecrites des Associés, selon le cas, sont apposées sur un original ou sur plusieurs copies du même document, qui ensemble, constituent un seul et unique document.

17.4. Pour tous les points non expressément prévus par les Statuts, il est fait référence à la loi et, sous réserve des dispositions légales d'ordre public, à tout accord présent ou futur conclu entre les associés.

### *Disposition transitoire*

Le premier exercice social débute à la date des présentes et se terminera le 31 décembre 2015.

### *Souscription et Libération*

Les soixante-quatorze millions quatre cent quatre-vingt mille (74.480.000) actions détenues par International Game Technology PLC dans Invest Games S.A. avant sa conversion en société à responsabilité limitée, ont été converties en soixante-quatorze millions quatre cent quatre-vingt mille (74.480.000) parts sociales, toujours détenues par International Game Technology PLC.

### *Troisième résolution*

Dès le changement de la forme juridique, l'Associé Unique décide d'approuver la démission de Fabio Celadon en tant qu'administrateur de la Société et de lui donner décharge totale (quitus) pour la performance de son mandat en tant qu'administrateur de la Société depuis la date de sa nomination jusqu'à la date du présent acte, et décide de confirmer les nominations de la gérance des personnes suivantes, formant ainsi le conseil de gérance de la Société pour une durée indéterminée comme suit:

- Jean Martin Stoffel, employé privé, né le 1<sup>er</sup> avril 1982 à Luxembourg, Grand-Duché de Luxembourg, ayant son adresse professionnelle au 16 rue Jean L'Aveugle, L-1148 Luxembourg; et

- Claudio Demolli, employé privé, né le 12 mars 1967 à Milan, Italie, ayant son adresse professionnelle au 10, Memorial Boulevard, Providence, Rhode Island 02903, Etats-Unis d'Amérique.

*Quatrième résolution*

Dès le changement de la forme juridique, l'Associé Unique décide de prendre acte de la démission de (i) Ernst and Young S.A. en tant que réviseur d'entreprises agréé de la Société et (ii) PricewaterhouseCoopers, Societe Cooperative, en tant que commissaire aux comptes indépendant de la Société, avec effet immédiat et de leur octroyer pleine décharge pour l'exercice de leur mandat jusqu'à la date du présent acte.

*Déclaration*

Le notaire soussigné qui comprend et parle l'anglais, déclare qu'à la demande de la partie comparante ci-dessus, le présent acte est rédigé en langue anglaise, suivi d'une version française, qu'à la demande de la même partie comparante, en cas de divergences entre les textes anglais et français, le texte anglais fera foi.

Fait et passé à Echternach, à la date qu'en tête des présentes.

Après lecture du présent acte au mandataire de la partie comparante, agissant comme indiqué précédemment, connu du notaire par ses nom, prénom, état civil et lieu de résidence, ledit mandataire a signé avec nous, le notaire instrumentant, le présent acte.

Signé: P. SIMON, Henri BECK.

Enregistré à Grevenmacher Actes Civils, le 05 mai 2015. Relation: GAC/2015/3786. Reçu soixante-quinze euros 75,00 €.

*Le Receveur* (signé): G. SCHLINK.

POUR EXPEDITION CONFORME, délivrée à demande, aux fins de dépôt au registre de commerce et des sociétés.

Echternach, le 06 mai 2015.

Référence de publication: 2015070940/561.

(150080354) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 mai 2015.

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**SYSTEMAT Luxembourg PSF S.A., Société Anonyme.**

Siège social: L-8303 Capellen, 77-79, Parc d'Activités Capellen.

R.C.S. Luxembourg B 110.102.

*Extrait du procès-verbal de la réunion du conseil d'administration tenue le 29 avril 2015.*

Le Conseil d'Administration nomme Mr Roger Wagner, Parc d'Activités de Capellen 77-79, 8308 Capellen comme délégué à la gestion journalière de la société.

Pour approbation

SYSTEMAT Luxembourg PSF SA

4-Pi-R Sprl / Point.Exe Sprl

Représentée par Pierre Focant / Représentée par Vincent Schaller

*Administrateur / Administrateur*

Référence de publication: 2015071984/15.

(150081397) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**BB, C, s.à r.l., Société à responsabilité limitée.**

Siège social: L-4965 Clemency, 18, rue de l'Eglise.

R.C.S. Luxembourg B 92.562.

*Assemblée générale extraordinaire du 11 mai 2015*

*Première résolution*

L'Assemblée décide d'accepter la démission de ZIMMER INVESTMENT s.à r.l. en tant que gérant technique de la société.

*Deuxième résolution*

L'Assemblée nomme Madame Christine NIEBOJEWSKI, né le 1<sup>er</sup> mai 1964 à Amnéville, demeurant à L-1728 LUXEMBOURG, 2, rue du Marché-aux-Herbes, comme gérante technique pour une durée indéterminée et fixe son pouvoir de signature comme suit

"La Société est valablement engagée en toutes circonstances et sans restrictions par la signature conjointe des deux gérants."

Référence de publication: 2015072171/17.

(150082335) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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**Kutter SICAV-SIF, S.C.A., Société d'Investissement à capital variable - fonds d'investissement spécialisé sous la forme d'une société en commandite par actions.**

Siège social: L-2535 Luxembourg, 20, rue de la Poste.

R.C.S. Luxembourg B 198.070.

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STATUTES

In the year two thousand and fifteen on the thirtieth day of June.

Before, Maître Léonie GRETHEN, notary residing in Luxembourg, Grand-Duchy of Luxembourg.

THERE APPEARED:

(1) Kutter-Commandité, S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of Luxembourg, having its registered office at 20, rue de la Poste, L-2346 Luxembourg, Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under the number B194784,

here represented by Allen & Overy, société en commandite simple, société d'avocats inscrite à la liste V du barreau de Luxembourg, by virtue of a power of attorney given under private seal, itself represented by Maître Lisa Klemann, avocat, residing professionally at 33, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

(2) Wistaria S.A., a public limited liability company (société anonyme) incorporated under the laws of Luxembourg, having its registered office at 15, Boulevard Prince Henri, L-1724 Luxembourg, Grand-Duchy of Luxembourg, registered with the Luxembourg trade and companies register under number B46730, acting through its Swiss branch, having its registered office at Route de mon Idée 24, CH-1241 Puplinge, Switzerland, registered with the Commercial Register of the Canton of Geneva under the under number CH-105.552.230,

here represented by Allen & Overy, société en commandite simple, société d'avocats inscrite à la liste V du barreau de Luxembourg, by virtue of a power of attorney given under private seal, itself represented by Maître Lisa Klemann, pre-named.

Such proxies, after signature ne varietur by the proxy holder of the appearing parties and the undersigned notary, shall remain attached to the present deed to be filed with it.

Such appearing parties, in the capacity in which they act, have requested the notary to record as follows the articles of association of a société d'investissement à capital variable - fonds d'investissement spécialisé under the form of a partnership limited by shares (société en commandite par actions) which they form between themselves.

**1. Art. 1. Form and name.**

1.1 There exists a société d'investissement à capital variable - fonds d'investissement spécialisé under the form of a partnership limited by shares (société en commandite par actions) under the name of "Kutter SICAV-SIF, S.C.A." (the Company).

1.2 The Company shall be governed by the law of 13 February 2007 relating to specialised investment funds (the 2007 Act), the law of 10 August 1915 on commercial companies, as amended (the Companies Act) (provided that in case of conflicts between the Companies Act and the 2007 Act, the 2007 Act shall prevail) as well as by these article of incorporation (the Articles).

**2. Art. 2. Registered office.**

2.1 The registered office of the Company is established in Luxembourg-City. It may be transferred within the boundaries of the municipality of Luxembourg-City (or elsewhere in the Grand Duchy of Luxembourg if and to the extent permitted under the Companies Act) by a resolution of the General Partner (as defined in article 15 below).

2.2 The General Partner shall further have the right to set up branches, offices, administrative centres and agencies wherever it shall deem fit, either within or outside of the Grand Duchy of Luxembourg.

2.3 Where the General Partner determines that extraordinary political or military developments or events have occurred or are imminent and that these developments or events would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances. Such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a partnership limited by shares incorporated in the Grand Duchy of Luxembourg.

**3. Art. 3. Duration.**

3.1 The Company is formed for an unlimited duration, provided that the Company will however be automatically put into liquidation upon the termination of a Sub-fund (as defined in article 5.4) if no further Sub-fund is active at that time.

3.2 The Company may be dissolved with the consent of the General Partner by a resolution of the shareholders adopted in the manner required for the amendment of these Articles, as prescribed in article 21 hereto as well as by the Companies Act.

#### **4. Art. 4. Corporate objects.**

4.1 The exclusive purpose of the Company is to invest the funds available to it with the purpose of spreading investment risks and affording its shareholders the results of its management.

4.2 The Company may take any measures and carry out any transaction, which it may deem useful for the fulfilment and development of its purpose and may, in particular and without limitation:

(a) make investments whether directly or through direct or indirect participations in subsidiaries of the Company or other intermediary vehicles;

(b) borrow money in any form or obtain any form of credit facility and raise funds through, including, but not limited to, the issue of equity, bonds, notes, promissory notes, and other debt or equity instruments;

(c) advance, lend or deposit money or give credit to companies and undertakings in accordance with the terms set out in the Memorandum (as defined in article 5.4 below);

(d) enter into any guarantee, pledge or any other form of security, whether by personal covenant or by mortgage or charge upon all or part of the assets (present or future) of the Company or by all or any of such methods, for the performance of any contracts or obligations of the Company, or any director, manager or other agent of the Company, or any company in which the Company or its parent company has a direct or indirect interest, or any company being a direct or indirect shareholder of the Company or any company belonging to the same group as the Company in accordance with the terms set out in the Memorandum (as defined in article 5.4 below);

to the fullest extent permitted under the 2007 Act but in any case subject to the terms and limits set out in the Memorandum (as defined in article 5.4 below).

#### **5. Art. 5. Share capital.**

5.1 The capital of the Company shall be represented by fully paid up shares of no par value and shall at any time be equal to the value of the net assets of the Company pursuant to article 12.

5.2 The capital must reach one million two hundred and fifty thousand euro (EUR 1,250,000.-) within twelve months of the date on which the Company has been registered as a specialised investment fund (SIF) under the 2007 Act on the official list of Luxembourg SIFs, and thereafter may not be less than this amount.

5.3 The initial capital of the Company was of thirty one thousand euro (EUR 31,000.-) represented by thirty (30) fully paid up shares with no par value and one (1) GP Share (as defined in article 5.5 below).

5.4 The Company has an umbrella structure and the General Partner will set up separate portfolios of assets that represent sub-funds as defined in article 71 of the 2007 Act (the Sub-funds, each a Sub-fund), and that are formed for one or more Classes (as defined under article 5.5). Each Sub-fund will be invested in accordance with the investment objective and policy applicable to that Sub-fund. The investment objective, policy and other specific features of each Sub-fund are set forth in the general section and the relevant special section of the confidential private placement memorandum of the Company drawn up in accordance with article 52 of the 2007 Act (the Memorandum). Each Sub-fund may have its own funding, Classes, investment policy, capital gains, expenses and losses, distribution policy or other specific features.

5.5 Within a Sub-fund, the General Partner may, at any time, decide to issue one or more classes of shares (the Classes, each class of shares being a Class) the assets of which will be commonly invested but subject to different rights as described in the Memorandum, to the extent authorised under the 2007 Act and the Companies Act, including, without limitation, different:

(a) type of target investors;

(b) fees and expenses structures;

(c) sales and redemption charge structures;

(d) subscription and/or redemption procedures;

(e) minimum investment and/or subsequent holding requirements;

(f) shareholders servicing or other fees;

(g) distribution rights and policy, and the General Partner may in particular, decide that shares pertaining to one or more Class(es) be entitled to receive incentive remuneration scheme in the form of carried interest, higher performance returns, lower performance or other fees or to receive preferred returns;

(h) marketing targets;

(i) transfer or ownership restrictions;

(j) reference currencies;

provided that, at all times, the General Partner shall hold at least one share that is reserved to the General Partner, in its capacity as unlimited shareholder (actionnaire gérant commandité) of the Company (the GP Share) and that a maximum of one single GP Share shall be issued by the Company per Sub-fund.

5.6 A separate net asset value per share, which may differ as a consequence of these variable factors, will be calculated for each Class in the manner described in article 12.

5.7 The Company may create additional Classes whose features may differ from the existing Classes and additional Sub-funds whose investment objectives may differ from those of the Sub-funds then existing. Upon creation of new Sub-funds or Classes, the Memorandum will be updated, if necessary.

5.8 Shares pertaining to a Class may be further sub-divided in series of shares that will be considered for the purposes of the Companies Act as distinct categories of shares and any reference to a Class in these Articles shall mean, where appropriate, a reference to a particular series of such Class. The specific features of any such series will be as described in the Memorandum.

5.9 The Company is one single legal entity. However, in accordance with article 71(5) of the 2007 Act, the rights of the shareholder and creditors relating to a Sub-fund or arising from the setting-up, operation and liquidation of a Sub-fund are limited to the assets of that Sub-fund. The assets of a Sub-fund are exclusively dedicated to the satisfaction of the rights of the shareholders relating to that Sub-fund and the rights of those creditors whose claims have arisen in connection with the setting-up, operation and liquidation of that Sub-fund, and there shall be no cross liability between Sub-funds, in derogation of article 2093 of the Luxembourg Civil Code.

5.10 The General Partner may create each Sub-fund for an unlimited or limited period of time; in the latter case, the General Partner may, at the expiration of the initial period of time, extend the duration of that Sub-fund one or more times, subject to the relevant provisions of the Memorandum. At the expiration of the duration of a Sub-fund, the Company shall redeem all the shares in the Class(es) of that Sub-fund, in accordance with article 8. At each extension of the duration of a Sub-fund, the registered shareholders will be duly notified in writing by a notice sent to their address as recorded in the Company's register of shareholders (the Register). The Memorandum shall indicate whether a Sub-fund is incorporated for an unlimited period of time or, alternatively, its duration and, if applicable, any extension of its duration and the terms and conditions for such extension.

5.11 For the purpose of determining the capital of the Company, the net assets attributable to each Class will, if not already denominated in euro, be converted into euro. The capital of the Company equals the total of the net assets of all the Classes of all Sub-funds.

#### **6. Art. 6. Form of shares.**

6.1 The Company only issues shares in registered form and shares will remain in registered form.

6.2 All issued registered shares of the Company shall be registered in the register of shareholders which shall be kept at the registered office by the Company or by one or more persons designated for this purpose by the Company, where it will be available for inspection by any shareholder. Such register shall contain the name of each owner of registered shares, his residence or elected domicile as indicated to the Company, the number and Class of registered shares held by him, the amount paid up on each share, and the transfer of shares and the dates of such transfers. The ownership of the shares will be established by the entry in this register.

6.3 The Company shall not issue certificates for such inscription, but each shareholder shall receive a written confirmation of his shareholding.

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

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

6.6 The Company will recognise only one holder per share. In case a share is held by more than one person, the Company has the right to suspend the exercise of all rights attached to that share until one person has been appointed as sole owner in relation to the Company. The same rule shall apply in the case of conflict between an usufruct holder (usufruitier) and a bare owner (nu-proprétaire) or between a pledgor and a pledgee. Moreover, in the case of joint shareholders, the Company reserves the right to pay any redemption proceeds, distributions or other payments to the first registered holder only, whom the Company may consider to be the representative of all joint holders, or to all joint shareholders together, at its absolute discretion.

6.7 The Company may decide to issue fractional shares. Such fractional shares do not carry voting rights, except where their number is such that they represent a whole share, but are entitled to participate in the net assets attributable to the relevant Class on a pro rata basis.

6.8 All shares issued by the Company may be redeemed by the Company at the request of the shareholders or at the initiative of the Company in accordance with, and subject to, article 8 of these Articles and the provisions of the Memorandum.

6.9 Subject to the provisions of article 10, the transfer of shares may be effected by a written declaration of transfer entered in the register of the shareholder(s) of the Company, such declaration of transfer to be executed by the transferor and the transferee or by persons holding suitable powers of attorney or in accordance with the provisions applying to the transfer of claims provided for in article 1690 of the Luxembourg civil code. The Company may also accept as evidence



of transfer other instruments of transfer evidencing the consent of the transferor and the transferee satisfactory to the Company.

#### **7. Art. 7. Issue of shares.**

7.1 The General Partner is authorised, without limitation, to issue an unlimited number of fully paid up shares at any time without reserving a preferential right to subscribe for the shares to be issued for the existing shareholders.

7.2 With the exclusion of the GP Share(s), shares are exclusively reserved for subscription by well-informed investors within the meaning of article 2 of the 2007 Act (Well-Informed Investors). The compliance of each subscriber with the status of Well-Informed Investor and any other relevant condition set out in the Memorandum will be verified by the General Partner or any agent to which such function has been delegated by the General Partner.

7.3 The General Partner may impose conditions on the issue of share, any such condition to which the issue of shares may be submitted will be detailed in the Memorandum provided that the General Partner may, without limitation:

(a) decide to set minimum commitments, minimum subsequent commitments, minimum subscription amounts, minimum subsequent subscription amounts and minimum holding amounts for a particular Class or Sub-fund;

(b) impose restrictions on the frequency at which shares are issued (and, in particular, decide that shares will only be issued during one or more offering periods or at such other intervals as provided for in the Memorandum);

(c) reserve shares of a Sub-fund or Class exclusively to persons or entities that have entered into, or have executed, a subscription document under which the subscriber undertakes inter alia to subscribe for shares, during a specific period, up to a certain amount and makes certain representations and warranties to the Company. As far as permitted under Luxembourg law, any such subscription document may contain specific provisions not contained in the other subscription documents;

(d) determine any default provisions applicable to non or late payment for shares or restrictions on ownership of the shares;

(e) in respect of any one given Sub-fund and/or Class, levy a subscription fee and/or waive partly or entirely this subscription fee;

(f) decide that payments for subscriptions to shares shall be made in whole or in part on one or more dealing dates, closings or draw down dates at which such date(s) the commitment of the investor will be called against issue of shares of the relevant Sub-fund and Class;

(g) set the initial offering period or initial offering date and the initial subscription price in relation to each Class in each Sub-fund and the cutoff time for acceptance of the subscription document in relation to a particular Sub-fund or Class.

7.4 Shares in Sub-funds will be issued at the subscription price calculated in the manner and at such frequency as determined for each Sub-fund (and, as the case may be, each Class) in the Memorandum.

7.5 A process determined by the General Partner and described in the Memorandum shall govern the chronology of the issue of shares in a Sub-fund.

7.6 The General Partner may, in its absolute discretion, accept or reject (partially or totally) any request for subscription for shares, and the General Partner may, at any time and from time to time and in its absolute discretion without liability and without notice, unless otherwise provided for in the Memorandum, discontinue the issue and sale of shares of any Class in any one or more Sub-funds.

7.7 The Company may agree to issue shares as consideration for a contribution in kind of securities or assets, in accordance with Luxembourg law, in particular in accordance with the obligation to deliver a valuation report from an auditor (réviseur d'entreprises agréé), and provided that such assets are in accordance with the investment objectives and policies of the relevant Sub-fund. All costs related to the contribution in kind are borne by the shareholder acquiring shares in this manner.

#### **Investor or shareholder's default**

7.8 The failure of an investor or shareholder to make, within a specified period of time determined by the General Partner, any required contributions or certain other payments to the Company, in accordance with the terms of its application form, subscription document or agreement or commitment to the Company, entitles the Company to impose on the relevant investor or shareholder the penalties determined by the General Partner and detailed in the Memorandum which may include without limitation:

(a) the right of the Company to compulsorily redeem all or part of the shares of the defaulting shareholder in accordance with the provisions of the Memorandum;

(b) the right to require the defaulting shareholder to pay damages to the benefit of the Company;

(c) the right for the Company to retain all dividends paid (or to be paid) or other sums distributed (or to be distributed) with regard to the shares held by the defaulting shareholder;

(d) the right of the Company to require the defaulting shareholder to pay interest at such rate as set out in the Memorandum on all outstanding amounts to be advanced and costs and expenses in relation to the default;

(e) the loss of the defaulting shareholder's right to be, or to propose, members of such consultative body, investment committee or other committee set up in accordance with the provisions of the Memorandum, as the case may be;

(f) the loss of the defaulting shareholder's right to vote with regard to any matter that must be approved by all or a specified portion of the shareholders;

(g) the right of the Company to commence legal proceedings;

(h) the right of the Company to reduce or terminate the defaulting shareholder's commitment;

(i) the right of the other shareholders to purchase all or part of the shares of the defaulting shareholder at a price determined in accordance with the provisions of the Memorandum;

(j) unless such penalties are waived by the General Partner in its discretion.

7.9 The penalties or remedies set forth above and in the Memorandum will not be exclusive of any other remedy which the Company or the shareholders may have at law or under the subscription agreement, Memorandum or the relevant shareholder's commitment.

#### **8. Art. 8. Redemptions of shares general.**

8.1 The General Partner may create each Sub-fund as:

- a closed-ended Sub-fund the shares of which are in principle not redeemable at the request of a shareholder; or
- an open-ended Sub-fund where any shareholder may request a redemption of all or part of its shares from the Company in accordance with the conditions and procedures set forth by the General Partner in the Memorandum and within the limits provided by law and these Articles.

8.2 Subject to the provisions of article 12 and 13, the redemption price per share will be paid within a period determined by the General Partner and disclosed in the Memorandum, as determined in accordance with the current policy of the General Partner, provided that any required transfer documents have been received by the Company. Redemptions may take place over one or more redemption dates, as specified in the Memorandum, and shareholders may be paid out at different redemption prices, calculated in accordance with the Memorandum.

8.3 Unless otherwise provided for in the Memorandum, the redemption price per share for shares of a particular Class of a Sub-fund corresponds to the net asset value per share of the respective Class less any redemption fees, if applicable. Additional fees may be incurred if distributors and paying agents are involved in a transaction. The relevant redemption price may be rounded up or down to the nearest unit of the currency in which it is to be paid, as determined by the General Partner.

8.4 A process determined by the General Partner and described in the Memorandum shall govern the chronology of the redemption of shares in a Sub-fund. The General Partner may impose conditions on the redemption of shares. Any such condition to which the redemption of shares may be submitted will be detailed in the Memorandum. The General Partner may impose restrictions on the frequency at which shares may be redeemed in any Class and may, in particular, decide that shares of any Class shall only be redeemed on such valuation day as provided for in the Memorandum (the Redemption Day).

8.5 If, as a result of a redemption application, the number or the value of the shares held by any shareholder in any Class falls or shall fall below the minimum number or value specified at such time in the Memorandum, the Company may decide to treat such application as an application for redemption of all of that shareholder's shares in the given Class.

8.6 If, in addition, on a Redemption Day (as defined above) or at some time during a Redemption Day, redemption applications as defined in this article and conversion applications as defined in article 9 exceed a certain level set by the General Partner in relation to a given Class or Sub-fund, the General Partner may reduce proportionally part or all of the redemption and conversion applications in the manner deemed necessary by the General Partner, in the best interest of the Company and in accordance with the terms of the Memorandum. Such non-processed redemptions will then be given priority and dealt with ahead of other applications on the Redemption Day(s) following this period (but subject always to the foregoing limit and unless otherwise specified in the Memorandum).

8.7 The Company may satisfy payment of the redemption price owed to any shareholder, subject to such shareholder's agreement, in specie by allocating assets to the shareholder from the portfolio set up in connection with the Class(es) equal in value to the value of the shares to be redeemed (calculated in the manner described in article 12) as of the Valuation Day or the time of valuation when the redemption price is calculated if the Company determines that such a transaction would not be detrimental to the best interests of the remaining shareholders of the relevant Sub-fund. The nature and type of assets to be transferred in such case will be determined on a fair and reasonable basis and without prejudicing the interests of the other shareholders in the given Class or Classes, as the case may be. The valuation used will be confirmed by a special report of the auditor of the Company. The costs of any such transfers are borne by the transferee, unless otherwise provided for in the Memorandum.

8.8 All redeemed shares will be cancelled.

8.9 All applications for redemption of shares are irrevocable, except - in each case for the duration of the suspension - in accordance with article 13 of these Articles, when the calculation of the net asset value has been suspended or when redemption has been suspended as provided for in this article.

8.10 In respect of open-ended Sub-funds, the Company will use all reasonable commercial efforts to satisfy redemption requests, recognising its obligation to balance such efforts with the interests of the relevant Sub-fund and the other Sub-

funds as a whole and the interests of those shareholders who remain in the relevant Sub-fund and the other Sub-funds, but nothing will oblige the Company to meet any redemption request.

Redemption of shares at the initiative of the Company - Compulsory redemption of shares

8.11 The Company may redeem shares of any Class and Sub-fund, on a pro rata basis among shareholders, in order to distribute proceeds generated by an investment through returns or its disposal, subject to compliance with the relevant distribution scheme (and as the case may be, subject to compliance with the relevant re-investment rights) as provided for each Sub-fund and/or Class in the Memorandum (if any). The right of the Company to redeem shares of a Subfund/ a Class under this article 8 may be subject to the prior approval or advice of such consultative body as set out for a particular Sub-fund in the Memorandum.

8.12 The Company will announce in due time the redemption by way of mail addressed to the shareholders by the General Partner.

8.13 The Company may compulsorily redeem the shares:

- (a) held by a Restricted Person as defined in article 11, in accordance with the provisions of article 11;
- (b) for the purpose of equalisation of existing investors and late investors (e.g., in case of admission of subsequent investors) if provided in respect of a specific Sub-fund in the Memorandum;
- (c) in case of liquidation or merger of Sub-funds or Classes, in accordance with the provisions of article 28;
- (d) held by a shareholder who fails to make, within a specified period of time determined by the General Partner, any required contributions or certain other payments to the Company (including the payment of any interest amount or charge due in case of default), in accordance with the terms of its subscription document in accordance with the provisions of the Memorandum;
- (e) in all other circumstances, in accordance with the terms and conditions set out in the subscription document, these Articles and the Memorandum.

#### **9. Art. 9. Conversion of shares.**

9.1 Subject each time to the approval of the General Partner (which may be withheld at the General Partner's absolute discretion) and such terms and conditions as set out in the Memorandum, a shareholder may, if so provided in the Memorandum, convert all or part of its shares of a particular Class of a Sub-fund into another Class within the same Sub-fund or another Sub-fund.

9.2 If conversions are authorised in the Memorandum, a process determined by the General Partner and described in the Memorandum shall govern the chronology of the conversion of shares in a Sub-fund or from one Sub-fund to another Sub-fund. The General Partner may impose conditions on the conversion of shares which will be detailed in the Memorandum. A conversion application will be considered as an application to redeem the shares held by the shareholder and as an application for the simultaneous acquisition (issue) of the shares to be acquired. A conversion fee may be incurred. Additional fees may be incurred if distributors and paying agents are involved in a transaction. The prices of the conversion may be rounded up or down to the nearest unit of the currency in which they are to be paid, as determined by the General Partner. The General Partner may determine that balances of less than a reasonable amount to be set by the General Partner, resulting from conversions, will not be paid out to shareholders.

9.3 As a rule, unless otherwise provided for in the Memorandum, both the redemption and the acquisition parts of the conversion application should be calculated on the basis of the net asset value per share prevailing on the dealing date in respect of which the redemption part of the relevant conversion request is undertaken by the relevant Sub-fund.

9.4 Conversions may only be effected if, at the time, both the redemption of the shares to be converted and the issue of the shares to be acquired are simultaneously possible; there will be no partial execution of the application unless the possibility of issuing the shares to be acquired ceases after the shares to be converted have been redeemed.

9.5 All applications for the conversion of shares are irrevocable, unless otherwise provided for in the Memorandum.

9.6 If as a result of a conversion application, the number or the value of the shares held by any shareholder in any Class falls below the minimum number or value that is then - if the rights provided for in this sentence are applicable - specified by the General Partner in the Memorandum, the Company may decide to treat the purchase part of the conversion application as a request for redemption for all of the shareholder's shares in the given Class; the acquisition part of the conversion application will remain unaffected by any additional redemption of shares.

9.7 Shares that are converted to shares of another Class will be cancelled.

9.8 Where shares denominated in one currency are converted into shares denominated in another currency, the fees and exchange commission incurred are taken into consideration and deducted.

#### **10. Art. 10. Transfer of shares - Transfer of commitments.**

10.1 The General Partner shall not Transfer (as defined in article 10.2 below) all or any part of its GP Share(s) or voluntarily withdraw as the general partner of the Company.

10.2 The sale, assignment, transfer, exchange, pledge, encumbrance or other disposition (Transfer) of all or any part of any investor's shares or undrawn commitment (to the exclusion of the GP Share(s)) in any Sub-fund is subject to the provisions of this article.

10.3 No Transfer of all or any part of any investor's shares or undrawn commitment in any Sub-fund, whether direct or indirect, voluntary or involuntary:

(a) shall be valid or effective if:

(i) the Transfer would result in a violation of any law or regulation of Luxembourg, the U.S., the UK or any other jurisdiction (including, without limitation, the U.S. Securities Act, any securities laws of the individual states of the United States, or ERISA) or subject the Company or any Sub-fund to any other adverse tax, legal or regulatory consequences as determined by the Company;

(ii) the Transfer would result in a violation of any term or condition of these Articles or of the Memorandum;

(iii) the Transfer would result in the Company being required to register as an investment company under the United States Investment Company Act of 1940, as amended;

(b) and it shall be a condition of any Transfer (whether permitted or required) that:

(i) such Transfer be approved by the General Partner;

(ii) the transferee represents in a form acceptable to the Company that such transferee is not a Restricted Person, and that the proposed Transfer itself does not violate any laws or regulations (including, without limitation, any securities laws) applicable to it; and

(iii) the transferee is not a Restricted Person (as defined in article 11.1 below);

(iv) (unless otherwise agreed with the Company) the transferee undertakes to fully and completely assume all outstanding obligations of the transferor towards the Company under the transferor's subscription document, commitment or any other agreement setting out the terms of the participation of the transferor in the Company (including, for the avoidance of doubt, the provisions of the Memorandum) and that, in respect of Transfers of undrawn commitments, the General Partner be satisfied that the transferee has sufficient assets to comply with drawdown notices in respect of such undrawn commitment.

#### **11. Art. 11. Ownership restrictions.**

11.1 Without prejudice to the right of the General Partner to reject subscriptions by any investor in its entire discretion, the Company acting through its General Partner may in particular restrict or prevent the ownership of shares by any person if:

(a) in the opinion of the Company such holding may be detrimental to the Company or any of its Sub-funds;

(b) it may result (either individually or in conjunction with other investors in the same circumstances) in:

(i) the Company, a Sub-fund or its intermediary vehicles incurring any liability for any taxation whenever created or imposed and whether in Luxembourg, or elsewhere or suffering pecuniary disadvantages which the same might not otherwise incur or suffer; or

(ii) the Company or a Sub-fund being required to register its shares under the laws of any jurisdiction other than Luxembourg;

(c) it may result in a breach of any law or regulation applicable to the relevant individual or legal entity itself, the Company, the General Partner or any Sub-fund, whether Luxembourg law or other law (including anti-money laundering and terrorism financing laws and regulations, such as the Luxembourg act of 12 November 2004 relating to the fight against money-laundering and the financing of terrorism, as amended, and the circulars and regulations of the CSSF);

(d) such person is not a Well-Informed Investor;

(such individual or legal entities are to be determined by the General Partner and are defined herein as Restricted Persons).

11.2 For such purposes the Company may:

(a) decline to issue any shares and decline to register any Transfer of shares or assignment of corresponding undrawn commitment, where such registration, or Transfer or assignment would result in legal or beneficial ownership of such shares or undrawn commitment by a Restricted Person; and

(b) at any time require any person, whose name is entered in the register of shareholders or of undrawn commitments or who seeks to register a Transfer in the register of shareholders or of undrawn commitments, to deliver to the Company any information, supported by affidavit, which the Company may consider necessary for the purpose of determining whether or not beneficial ownership of such shareholder's shares/undrawn commitment rests with a Restricted Person, or whether such registration will result in beneficial ownership of such shares/undrawn commitment by a Restricted Person.

11.3 If it appears that a shareholder of the Company is a Restricted Person, the Company shall be entitled to, in its absolute discretion:

(a) decline to accept the vote of the Restricted Person at the General Meeting; and/or

(b) retain all dividends paid or other sums distributed with regard to the shares held by the Restricted Person; and/or

(c) instruct the Restricted Person to sell his/her/its shares and to demonstrate to the Company that this sale was made within thirty (30) days of the sending of the relevant notice, subject each time to the applicable restrictions on Transfer as set out in article 10; and/or

(d) reduce or terminate the Restricted Person's undrawn commitment; and/or

(e) compulsorily redeem all shares held by the Restricted Person at a price based on the latest calculated net asset value, less a penalty fee calculated in accordance with the terms of the Memorandum or at such price as is set out in the Memorandum.

11.4 The exercise of the powers by the Company in accordance with this article may in no way be called into question or declared invalid on the grounds that the ownership of shares was not sufficiently proven or that the actual ownership of shares did not correspond to the assumptions made by the Company on the date of the purchase notification, provided that the Company exercised the abovenamed powers in good faith.

## **12. Art. 12. Calculation of net asset value.**

12.1 The net asset value of each Class in each Sub-fund shall be expressed in the reference currency as it is stipulated in the Memorandum in accordance with Luxembourg law on each valuation day as stipulated in the Memorandum (each a Valuation Day). For Sub-funds which do not have a daily Valuation Day, the Company may, at its discretion, calculate an estimated net asset value on days which are not Valuation Days. The said estimated net asset value cannot be used for subscription, redemption or conversion purposes and will be calculated for information only. Furthermore, exceptionally and upon the decision of the General Partner, the Company may decide to calculate an exceptional net asset value for the specific purposes of subscription, redemption or conversion.

12.2 The net assets of the Company are at any time equal to the total of the net assets of the various Sub-funds.

12.3 The administrative agent of the Company shall under the supervision of the Company compute the net asset value per Class in the relevant Sub-fund as follows: each Class participates in the Sub-fund according to the portfolio and distribution entitlements attributable to each such Class. The value of the total portfolio and distribution entitlements attributed to a particular Class of a particular Sub-fund on a given Valuation Day adjusted with the liabilities relating to that Class on that Valuation Day represents the total net asset value attributable to that Class of that Sub-fund on that Valuation Day. The assets of each Class will be commonly invested within a Sub-fund but subject to different fee structures, distribution, marketing targets, currency or other specific features as it is stipulated in the relevant Memorandum. A separate net asset value per share, which may differ as a consequence of these variable factors, will be calculated for each Class as follows: the net asset value of that Class of that Sub-fund on that Valuation Day divided by the total number of shares of that Class of that Sub-fund then outstanding on that Valuation Day.

12.4 The value of all assets and liabilities not expressed in the reference currency of a Sub-fund or Class will be converted into the reference currency of such Sub-fund or Class at the relevant rates of exchange prevailing on the relevant Valuation Day. If such quotations are not available, the rate of exchange will be determined with prudence and in good faith by or under procedures established by the General Partner.

12.5 For the purpose of calculating the net asset value per Class of a particular Sub-fund, the net asset value of each Sub-fund shall be calculated by calculating the aggregate of:

(a) the value of all assets of the Company which are allocated to the relevant Sub-fund in accordance with the provisions of these Articles; less

(b) all the liabilities of the Company which are allocated to the relevant Sub-fund in accordance with the provisions of these Articles, and all fees attributable to the relevant Sub-fund, which fees have accrued but are unpaid on the relevant Valuation Day.

12.6 The set up costs for investments (at the intermediary vehicle level, as the case may be) may be amortised over a period of up to five (5) years rather than expensed in full when they are incurred.

12.7 The accounts of the subsidiaries of the Company will be consolidated (to the extent required under applicable accounting rules and regulations) with the accounts of the Company at each Valuation Day and accordingly the underlying assets and liabilities will be valued in accordance with the valuation rules described below.

12.8 The assets of a Sub-fund shall include:

(a) all investments registered in the name of the Company for the account of the relevant Sub-fund or any intermediary vehicles;

(b) all cash in hand or on deposit, including any interest accrued thereon, owned by such Sub-fund;

(c) all bills and demand notes payable and accounts receivable (including proceeds of properties, property rights, securities or any other assets sold but not delivered) owned by such Sub-fund;

(d) all financial instruments and securities including but not limited to bonds, time notes, certificates of deposit, shares, stocks, debentures, debenture stocks, subscription rights, warrants, options and similar assets owned or contracted for by the Sub-fund;

(e) all stock dividends, cash dividends and cash payments receivable by the Sub-fund to the extent information thereon is reasonably available to the Sub-fund;

(f) all rentals accrued on any real estate properties or interest accrued on any interest-bearing assets owned by the Sub-fund except to the extent that the same is included or reflected in the value attributed to such asset;

(g) the formation expenses of the Sub-fund, including the cost of issuing and distributing shares of the Sub-fund, insofar as the same have not been written off; and

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

12.9 The value of the assets of the Company in respect of a Sub-fund will be determined as follows:

(a) securities (including interests in listed undertakings for collective investment (UCIs)) which are listed on a stock exchange or dealt in on another Regulated Market will be valued on the basis of the last available publicised stock exchange or market value;

(b) securities which are not listed on a stock exchange nor dealt in on another regulated Mmirket will be valued on the basis of the probable net realisation value (excluding any deferred taxation) estimated with prudence and in good faith by the General Partner. If a net asset value is determined for the units or shares issued by a UCI which calculates a net asset value per share or unit, those units or shares will be valued on the basis of the latest net asset value determined according to the provisions of the particular issuing documents of this UCI or, at their latest unofficial net asset values (i.e. estimates of net asset values which are not generally used for the purposes of subscription and redemption or which may be provided by a pricing source - including the investment manager of the UCI - other than the administrative agent of the UCI) if more recent than their official net asset values. The Net Asset Value calculated on the basis of unofficial net asset values of UCIs may differ from the Net Asset Value which would have been calculated, on the relevant Valuation Day, on the basis of the official net asset values determined by the administrative agents of the UCIs. However, such Net Asset Value is final and binding notwithstanding any different later determination. In case of the occurrence of an evaluation event that is not reflected in the latest available net asset value of such shares or units issued by such UCIs, the valuation of the shares or units issued by such UCIs may be estimated with prudence and in good faith in accordance with procedures established by the General Partner to take into account this evaluation event. The following events qualify as evaluation events: capital calls, distributions or redemptions effected by the UCI or one or more of its underlying investments as well as any material events or developments affecting either the underlying investments or the UCIs themselves;

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

(d) the liquidating value of futures, forward or options contracts not dealt in on a stock exchange or another regulated market will mean their net liquidating value determined, pursuant to the policies established by the General Partner on a basis consistently applied for each different variety of contracts. The liquidating value of futures, forward or options contracts dealt in on a stock exchange or another regulated market will be based upon the last available settlement prices of these contracts on such regulated market on which the particular futures, forward or options contracts are dealt in by the relevant Sub-fund; provided that if a futures, forward or options contract could not be liquidated on the day with respect to which net assets are being determined, the basis for determining the liquidating value of such contract will be such value as the General Partner may deem fair and reasonable;

(e) interest rate swaps will be valued at their market value established by reference to the applicable interest rates curve. Index and financial instruments related swaps will be valued at their market value established by reference to the applicable index or financial instrument. The valuation of the index or financial instrument related swap agreement will be based upon the market value of such swap transaction established in good faith pursuant to procedures established by the General Partner;

(f) money market instruments held by the Company with a remaining maturity of ninety (90) days or less will be valued by the amortised cost method, which approximates market value

(g) all other assets are valued at fair value as determined in good faith pursuant to procedures established by the General Partner;

(h) the General Partner, in its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset or liability of the Company in compliance with applicable laws and regulations of Luxembourg. This method will then be applied in a consistent way. The administrative agent of the Company can rely on such deviations as approved by the General Partner for the purpose of the Net Asset Value calculation.

12.10 The Company, in its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset or liability of the Company. This method will then be applied in a consistent manner. The administrative agent of the Company can rely on such deviations as approved by the Company for the purpose of the net asset value calculation.

12.11 For the purpose of determining the value of the Company's assets, the administrative agent of the Company, having due regards to the standards of care and due diligence in this respect, may, when calculating the net asset value, completely and exclusively rely, unless there is manifest error or negligence on its part, upon the valuations provided either (i) by the General Partner, (ii) by various pricing sources available on the market such as pricing agencies (i.e., Bloomberg, Reuters, etc.) indicated by the General Partner or administrators of underlying UCIs, (iii) by prime brokers and brokers indicated by the General Partner, or (iv) by specialist(s) duly authorised to that effect by the General Partner. Where deemed appropriate by the General Partner, the General Partner shall select, appoint, and make the necessary contractual arrangements directly with such third party pricing sources, to ensure that such assets are valued in the best interest of all shareholders of the Company. To this end, the General Partner shall provide or cause on a best effort basis the third party pricing sources to provide the administrative agent of the Company with the valuation of assets of the Company and to provide the Auditor with appropriate supporting evidence regarding the correctness and accuracy of such pricing/valuation.

12.12 In particular, for the valuation of any assets for which market quotations or fair market values are not publicly available (including but not limited to unlisted structured or credit-related instruments and other illiquid assets), the administrative agent of the Company will exclusively rely on valuations provided either by the General Partner or by third party pricing sources appointed by the General Partner under its responsibility or other official pricing sources such as UCIs' administrators, Telekurs, Bloomberg, Reuters and will not check the correctness and accuracy of the valuations so provided. If the General Partner gives instructions to the administrative agent of the Company to use a specific pricing source, the General Partner undertakes to conduct its own prior due diligence (including reasonably qualified legal opinions from reputable first class consultants or auditors) on such pricing source as far as its competence, reputation, and professionalism are concerned so as to ensure that the prices which will be given to the administrative agent of the Company are reliable; and the administrative agent of the Company will not, and shall not be required to, carry out any additional due diligence or testing on any such pricing source. So far as these assets are concerned, the sole responsibility of the administrative agent of the Company is to compute the net asset value on the basis of the prices provided by the General Partner or the appointed third party pricing source(s), without any responsibility whatsoever (in the absence of manifest error or negligence on its part) as to the correctness or accuracy of the valuations provided by the relevant sources. For the avoidance of doubt, the administrative agent of the Company will not effect any testing on valuations or prices nor collect or analyse any supporting documents which would support or evidence the accuracy of the prices of any asset held in the portfolio for which a price or valuation is provided in accordance with this article 12.

12.13 If one or more sources of quotation are not able to provide relevant valuations to the administrative agent of the Company or, if for any reason, the value of any asset of the Company may not be determined as rapidly and accurately as required, the General Partner may decide to suspend the net asset value calculation and authorise the administrative agent of the Company not to calculate the net asset value and, consequently, not to determine subscription, redemption and conversion prices. The administrative agent of the Company shall immediately inform the General Partner if such a situation arises. The General Partner shall be responsible to notify or to instruct the administrative agent of the Company to notify the shareholders of any such suspension in accordance with the terms of the Memorandum. If necessary, the General Partner may decide to suspend the calculation of the net asset value in accordance with the procedures described in the Memorandum.

12.14 Securities denominated in a currency other than the relevant Sub-fund's Reference Currency will be converted at the average exchange rate of the currency concerned (mid) applicable on the Valuation Day.

12.15 The liabilities of the Company shall include:

- (a) all loans and other indebtedness for borrowed money (including convertible debt), bills and accounts payable;
- (b) all accrued interest on such loans and other indebtedness for borrowed money (including accrued fees for commitment for such loans and other indebtedness);
- (c) all accrued or payable expenses (including administrative expenses, management and advisory fees, including incentive fees (if any), custody fees, paying agency, registrar and transfer agency fees and domiciliary and corporate agency fees as well as reasonable disbursements incurred by the service providers);
- (d) all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid distributions declared by the Company;
- (e) an appropriate provision for future taxes based on capital and income to the calculation day, as determined from time to time by the Company, and other reserves (if any) authorised and approved by the General Partner, as well as such amount (if any) as the General Partner may consider to be an appropriate allowance in respect of any contingent liabilities of the Company;
- (f) all other liabilities of the Company of whatsoever kind and nature reflected in accordance with Luxembourg law. In determining the amount of such liabilities the Company shall take into account all expenses payable by the Company and may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount rateably for yearly or other periods.

12.16 For the purpose of this article 12:

- (a) shares to be issued by the Company shall be treated as being in issue as from the time specified by the General Partner on the Valuation Day with respect to which such valuation is made and from such time and until received by the Company the price therefore shall be deemed to be an asset of the Company;
- (b) shares of the Company to be redeemed (if any) shall be treated as existing and taken into account until the date fixed for redemption, and from such time and until paid by the Company the price therefore shall be deemed to be a liability of the Company;
- (c) all investments, cash balances and other assets expressed in currencies other than the reference currency of the respective Sub-fund/Class shall be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the net asset value per share; and
- (d) where on any Valuation Day the Company has contracted to:
  - purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the Company and the value of the asset to be acquired shall be shown as an asset of the Company;

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

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

12.17 The assets and liabilities of the Company shall be allocated as follows:

(a) the proceeds to be received from the issue of shares of any Class shall be applied in the books of the Company to the Sub-fund corresponding to that Class, provided that if several Classes are outstanding in such Sub-fund, the relevant amount shall increase the proportion of the net assets of such Sub-fund attributable to that Class;

(b) the assets and liabilities and income and expenditure applied to a Sub-fund shall be attributable to the Class or Classes corresponding to such Sub-fund;

(c) where any asset is derived from another asset, such asset shall be attributable in the books of the Company to the same Class or Classes as the assets from which it is derived and on each revaluation of such asset, the increase or decrease in value shall be applied to the relevant Class or Classes;

(d) where the Company incurs a liability in relation to any asset of a particular Class or particular Classes within a Sub-fund or in relation to any action taken in connection with an asset of a particular Class or particular Classes within a Sub-fund, such liability shall be allocated to the relevant Class or Classes within such Sub-fund;

(e) in the case where any asset or liability of the Company cannot be considered as being attributable to a particular Class, such asset or liability shall be allocated to all the Classes pro rata to their respective net asset values or in such other manner as determined by the General Partner acting in good faith, provided that (i) where assets of several Classes are held in one account and/or are co-managed as a segregated pool of assets by an agent of the General Partner, the respective right of each Class shall correspond to the prorated portion resulting from the contribution of the relevant Class to the relevant account or pool, and (ii) such right shall vary in accordance with the contributions and withdrawals made for the account of the Class, as described in the Memorandum;

(f) upon the payment of distributions to the shareholders of any Class, the net asset value of such Class shall be reduced by the amount of such distributions.

12.18 General rules

(a) all valuation regulations and determinations shall be interpreted and made in accordance with Luxembourg law;

(b) for the avoidance of doubt, the provisions of this article 12 are rules for determining the net asset value per share and are not intended to affect the treatment for accounting or legal purposes of the assets and liabilities of the Company or any shares issued by the Company;

(c) undrawn commitments shall not be considered as assets of a Sub-fund for the purpose of the calculation of the net asset value of that Sub-fund;

(d) adequate provisions will be made, Sub-fund by Sub-fund, for expenses to be borne by each of the Sub-funds and off-balance-sheet commitments may possibly be taken into account on the basis of fair and prudent criteria in accordance with the Memorandum;

(e) net asset value per share may be rounded up or down to the nearest whole cent of the currency in which the net asset value of the relevant shares is calculated;

(f) the net asset value per share of each Class in each Sub-fund will be communicated by the administrative agent of the Company to the shareholders within a reasonable period of time after it is established and is made available to the investors at the registered office of the Company and available at the offices of the administrative agent as soon as practicable after the most recent Valuation Day and in principle, within such period of time as is set for in the Memorandum, although in certain circumstances, the net asset value could be made available later.

### **13. Art. 13. Temporary suspension of calculation of the net asset value.**

13.1 The Company may at any time and from time to time suspend the determination of the net asset value of shares of any Sub-fund and/or the issue of the shares of such Sub-fund to subscribers and/or the redemption of the shares of such Sub-fund from its shareholders and/or conversions of shares of any Class in a Sub-fund in any of the following circumstances:

(a) during any period when one or more stock exchanges which provide the basis for valuing a substantial portion of the assets of the Sub-fund are closed other than for or during holidays or if dealings therein are restricted or suspended or where trading is restricted or suspended;

(b) during any period when, as a result of the political, economic, military, terrorist or monetary events or any circumstance outside the control, responsibility and power of the General Partner, or the existence of any state of affairs in the market, disposal of the assets of the Sub-fund is not reasonably practical without materially and adversely affecting and prejudicing the interests of Shareholders or if, in the opinion of the General Partner, a fair price cannot be determined for the assets of the Sub-fund;

(c) in the case of a breakdown of the means of communication normally used for valuing any asset of the Sub-fund which is material or if for any reason the value of any asset of the Sub-fund which is material in relation to the Net Asset



Value (as to which the General Partner will have sole discretion) may not be determined as rapidly and accurately as required;

(d) if, as a result of exchange restrictions or other restrictions affecting the transfer of funds, transactions on behalf of the Sub-fund are rendered impracticable, or if purchases, sales, deposits and withdrawals of the assets of the Sub-fund cannot be effected at the normal rates of exchange;

(e) when the value of a substantial part of the assets of any intermediary vehicle may not be determined accurately;

(f) upon the publication of a notice convening a General Meeting (as defined in article 20 below) for the purpose of winding-up the Company or, in respect of the relevant Sub-fund, upon decision of the General Partner to liquidate a Sub-fund;

(g) when the suspension is required by law or legal process;

(h) when for any reason the General Partner determines that such suspension is in the best interests of investors;

(i) when for any other reason, the prices of any investments within a Sub-fund cannot be promptly or accurately determined.

13.2 Any such suspension may be notified by the Company in such manner as it may deem appropriate to the persons likely to be affected thereby. The Company shall notify all shareholders of the relevant Sub-fund of such suspension.

13.3 Such suspension as to any Sub-fund will have no effect on the calculation of the net asset value per share, the issue, redemption and conversion of shares of any other Sub-fund.

13.4 Any request for subscription, redemption and conversion will be irrevocable except in the event of a suspension of the calculation of the net asset value per share in the relevant Sub-fund, in which case shareholders may give notice that they wish to withdraw their application. If no such notice is received by the Company before the end of the suspension period, such application will be dealt with on the first Valuation Day, as determined for each relevant Sub-fund, following the end of the period of suspension.

#### **14. Art. 14. Liability of shareholders.**

14.1 The owners of limited shares (i.e., shares of whatever Class to the exclusion of the GP Shares) are only liable up to the amount of their capital contribution made to the Company.

14.2 The General Partner's liability shall be unlimited.

#### **15. Art. 15. Management.**

15.1 The Company shall be managed by Kutter-Commandité, S.à r.l. (the General Partner). The General Partner who shall be the liable partner (actionnaire gérant commandité) and who shall be personally, jointly and severally liable with the Company for all liabilities which cannot be met out of the assets of the Company.

15.2 The General Partner is vested with the broadest powers to perform all acts of administration and disposition in the Company's interest which are not expressly reserved by law or by these Articles to the meeting of shareholders.

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

15.4 The General Partner may at any time appoint officers or agents of the Company as required for the affairs and management of the Company, such as an external alternative investment fund manager (the AIFM), within the meaning of the act of 12 July 2013 on alternative investment fund managers, (the 2013 Act) as amended from time to time. The appointed officers or agents will be entrusted with the powers and duties conferred to them by the General Partner.

#### **16. Art. 16. Authorised signature.**

16.1 The Company shall be bound towards third parties in all matters by the corporate signature of the General Partner or by the individual or joint signatures of any other persons to whom authority shall have been delegated by the General Partner as the General Partner shall determine in its discretion, except that such authority may not be conferred to a limited partner (associé commanditaire) of the Company.

#### **17. Art. 17. Investment policy and restrictions.**

17.1 The General Partner, based upon the principle of risk spreading, has the power to determine (i) the investment policies to be applied in respect of each Sub-fund, (ii) the hedging strategy to be applied to specific Classes within particular Sub-funds and (iii) the course of conduct of the management and business affairs of the Company, all within the investment powers and restrictions as shall be set forth by the General Partner in the Memorandum, in compliance with applicable laws and regulations.

17.2 The General Partner shall also have power to determine any restrictions which shall from time to time be applicable to the investment of the Company's assets, in accordance with the 2007 Act including, without limitation, restrictions in respect of:

(a) the borrowings of the Company or any Sub-fund thereof and the pledging of its assets; and

(b) the maximum percentage of the Company or a Sub-fund's assets which it may invest in any single underlying asset and the maximum percentage of any type of investment which it (or a Sub-fund) may acquire.

17.3 The General Partner, acting in the best interests of the Company, may decide, in accordance with the terms of the Memorandum, that (i) all or part of the assets of the Company or of any Sub-fund be co-managed on a segregated basis with other assets held by other investors, including other undertakings for collective investment and/or their sub-funds, or that (ii) all or part of the assets of two or more Sub-funds be co-managed on a segregated or on a pooled basis.

#### **18. Art. 18. Conflict of interests.**

18.1 Any kind of conflict of interest is to be fully disclosed to the General Partner. The Company will enter into all transactions on an arm's length basis. When a conflict of interest does arise, the General Partner and the AIFM shall endeavour to ensure that it is resolved fairly within reasonable time, in the interest of the Company and in accordance with the Conflicts of Interest Policy (as defined in the Memorandum).

18.2 Notwithstanding anything to the contrary herein and unless otherwise provided for in a Special Section for a particular Sub-fund, the AIFM, an investment adviser (if any), a portfolio manager (if any) and their respective affiliates (as well as the members of the General Partner, the directors, officers and employees of the AIFM, an investment adviser (if any), a portfolio manager (if any) and their respective affiliates) (Interested Parties) may actively engage in transactions on behalf of other investment funds and accounts which involve the same securities and instruments in which the Sub-funds will invest. The Interested Parties may provide investment management/advisory services to other investment funds and accounts that have investment objectives similar or dissimilar to those of the Sub-funds and/or which may or may not follow investment programs similar to the Sub-funds, and in which the Sub-funds will have no interest. The portfolio strategies of the Interested Parties used for other investment funds or accounts could conflict with the transactions and strategies advised by the Interested Parties in managing a Sub-fund and affect the prices and availability of the securities and instruments in which such Sub-fund invests.

18.3 The Interested Parties may give advice or take action with respect to any of their other clients which may differ from the advice given or the timing or nature of any action taken with respect to investments of a Sub-fund. The Interested Parties have no obligation to advise any investment opportunities to a Sub-fund which they may advise to other clients.

18.4 The General Partner and the AIFM will devote as much of their respective business time to the activities of a Sub-fund as they deem necessary and appropriate. The Interested Parties are not restricted from forming additional investment funds, from entering into other investment advisory/management relationships, or from engaging in other business activities, even though such activities may be in competition with a Sub-fund. Even though that these activities will not qualify as creating a conflict of interest, the Company is aware that such activities may have consequences which may create conflicts of interest.

#### **19. Art. 19. Indemnification.**

19.1 The General Partner and each of its directors, managers, officers, agents and employees to the extent directly involved in the business of the relevant Sub-fund and all members of the board of managers of the General Partner (each referred to as Indemnified Person) are entitled to be indemnified, out of the relevant Sub-Fund's assets against any and all liabilities, obligations, losses, damages, fines, taxes and interest and penalties thereon, claims, demands, actions, suits, proceedings (whether civil, criminal, administrative, investigative or otherwise) and litigation costs, expenses and disbursements (including legal and accounting fees and expenses, costs of investigation and sums paid in settlement) which may be imposed on, incurred by, or asserted at any time against that person in any way related to or arising out of such Indemnified Person being involved in the business of the relevant Sub-fund, provided that no Indemnified Person shall be entitled to such indemnification for any action or omission resulting from any behaviour which qualifies as fraud, wilful misconduct, reckless disregard or gross negligence.

19.2 In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the person to be indemnified did not commit such a breach of duty. To assess whether or not indemnification shall be provided in these circumstances, the General Partner will be advised by counsel selected in good faith by the General Partner. The foregoing right of indemnification shall not exclude other rights to which such person may be entitled.

19.3 Each of the service providers of the Company and their directors, managers, officers, agents and employees may also benefit from an indemnification from the Company, subject to the terms and provisions of the relevant service provider agreement.

#### **20. Art. 20. Meetings of shareholders.**

20.1 The annual General Meeting shall be held, in accordance with Luxembourg law, in Luxembourg at the address of the registered office of the Company or at such other place in the municipality of the registered office as may be specified in the convening notice of the meeting, on the second Friday in June of each year at 11 a.m. (Luxembourg time). If such day is not a Luxembourg business day, the annual General Meeting shall be held on the next following Luxembourg business day.

20.2 The annual General Meeting may be held abroad if, in the absolute and final judgment of the General Partner exceptional circumstances so require.

20.3 Other meetings of the shareholders of the Company may be held at such place and time as may be specified in the respective convening notices of the meeting.

20.4 All general meetings of shareholders (each a General Meeting) shall be chaired by the General Partner.

20.5 Any regularly constituted meeting of shareholders of the Company shall represent the entire body of shareholders of the Company. No resolution of the shareholders shall be effective without the consent of the General Partner.

#### **21. Art. 21. Notice, Quorum, Convening notices, Powers of attorney and vote.**

21.1 The notice periods and quorum provided for by law shall govern the notice for, and the conduct of, the General Meetings, unless otherwise provided herein.

21.2 The General Partner may convene a General Meeting at any time. It shall be obliged to convene it so that it is held within a period of one month, if shareholders representing one-tenth of the capital require it in writing, with an indication of the agenda. One or more shareholders representing at least one tenth of the subscribed capital may require the entry of one or more items on the agenda of any General Meeting. This request must be addressed to the Company at least 5 (five) business days before the relevant General Meeting.

21.3 All the shares of the Company being in registered form, the convening notices shall be made by registered letters only.

21.4 Each share is entitled to one vote, subject to the provisions of articles 7 and 11.

21.5 Except as otherwise required by law or by these Articles, resolutions at a duly convened General Meeting will be passed by a simple majority of those present or represented and voting subject to the express consent of the General Partner.

21.6 However, resolutions to alter the Articles of the Company may only be adopted in a General Meeting properly convened and constituted in accordance with the Companies Act (i.e., 50% quorum requirement of the shares in issue and adopted at a 2/3 majority of the votes cast) and any other relevant Luxembourg law and with the consent of the General Partner.

21.7 The nationality of the Company may be changed and the commitments of its shareholders may be increased only with the unanimous consent of the shareholders and bondholders (if any).

21.8 Any amendment affecting the rights of the holders of shares of any Class vis-à-vis those of any other Class shall only be valid if passed in accordance with article 68 of the Companies Act.

21.9 A shareholder may act at any General Meeting by appointing another person (who need not be a shareholder) as its proxy in writing whether in original, by telefax, or e-mail to which an electronic signature (which is valid under Luxembourg law) is affixed.

21.10 If all the shareholders of the Company are present or represented at a General Meeting, and consider themselves as being duly convened and informed of the agenda of the meeting, the meeting may be held without prior notice.

21.11 The shareholders may vote in writing (by way of a voting bulletins) on resolutions submitted to the General Meeting provided that the written voting bulletins include (i) the name, first name, address and the signature of the relevant shareholder, (ii) the agenda as set forth in the convening notice and (iii) the voting instructions (approval, refusal, abstention) for each point of the agenda. In order to be taken into account, the original voting bulletins must be received by the Company forty-eight (48) hours before the relevant General Meeting.

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

#### **22. Art. 22. General meetings of shareholders in a sub-fund or in a class.**

22.1 The shareholders of the Classes issued in a Sub-fund may hold, at any time, General Meetings to decide on any matters which relate exclusively to that Sub-fund.

22.2 In addition, the shareholders of any Class may hold, at any time, General Meetings for any matters which are specific to that Class.

22.3 The provisions of article 21 apply to such General Meetings, unless the context otherwise requires.

#### **23. Art. 23. Auditors.**

23.1 The accounting information contained in the annual report of the Company shall be examined by an auditor (réviseur d'entreprises agréé) appointed by the General Meeting and remunerated by the Company.

23.2 The auditor shall fulfil all duties prescribed by the 2007 Act.

#### **24. Art. 24. Liquidation or merger of sub-funds or classes.**

24.1 In the event that, for any reason, the value of the total net assets in any Sub-fund or Class has decreased to, or has not reached, an amount determined by the General Partner to be the minimum level for such Sub-fund or Class to be operated in an economically efficient manner or in case of a substantial modification in the political, economic or monetary situation, or as a matter of economic rationalisation, the General Partner may decide to offer to the relevant shareholders the conversion of their shares into shares of another Sub-fund under terms fixed by the General Partner or to compulsorily redeem all the shares of the relevant Sub-fund or Class at the net asset value per share (taking into account projected realisation prices of investments and realisation expenses) calculated on the Valuation Day immediately preceding the date at which such

decision will take effect. The Company will serve a notice to the holders of the relevant shares prior to the effective date for the compulsory redemption, which will indicate the reasons for and the procedure for the redemption operations. Registered shareholders shall be notified in writing.

24.2 In addition, the General Meeting of any Class or of any Sub-fund will, in any other circumstances, have the power, upon proposal from the General Partner, to redeem all the shares of the relevant Sub-fund or Class and refund to the shareholders the net asset value of their shares (taking into account actual realisation prices of investments and realisation expenses) calculated on the Valuation Day at which such decision will take effect. There will be no quorum requirements for a General Meeting constituted pursuant to this article 24, which will decide by resolution taken by simple majority of those present or represented and voting at such meeting subject to the consent of the General Partner.

24.3 Any request for subscription will be suspended as from the moment of the announcement of the liquidation, the merger or the transfer of the relevant Sub-fund.

24.4 Assets which may not be distributed upon the implementation of the liquidation or merger will be deposited with the Caisse de Consignation on behalf of the persons entitled thereto within the applicable time period.

24.5 All redeemed shares may be cancelled.

24.6 Under the same circumstances as provided by the first paragraph of this article, the General Partner may decide to allocate the assets of any Sub-fund to those of another existing Sub-fund or to another UCI organised under the provisions of the 2007 Act or the law of 20 December 2002 concerning undertakings for collective investment, as amended, or to another sub-fund within such other UCI (the New Sub-fund) and to redesignate the shares of the Sub-fund concerned as shares of another Sub-fund (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to shareholders). Such decision will be communicated in the same manner as described in the first paragraph of this article one month before its effective date (and, in addition, the notice to shareholders will contain information in relation to the New Sub-fund), in order to enable shareholders to request redemption of their shares, free of charge, during such period.

24.7 Notwithstanding the powers conferred on the General Partner by article 24.6, a contribution of the assets and liabilities attributable to any Sub-fund to another Sub-fund within the Company may, in any other circumstances, be decided upon by a General Meeting of the Sub-fund or Class concerned for which there will be no quorum requirements and which will decide upon such an amalgamation by resolution taken by simple majority of those present or represented and voting at such meeting, subject to the consent of the General Partner.

24.8 Furthermore, a contribution of the assets and liabilities attributable to any Sub-fund to another UCI referred to in article 24.6 or to another sub-fund within such other UCI will require a resolution of the shareholders of the Class or Sub-fund concerned taken with 50% quorum requirement of the shares in issue and adopted at a 2/3 majority of the shares present or represented, except when such an amalgamation is to be implemented with a Luxembourg UCI of the contractual type (fonds commun de placement) or a foreign based UCI, in which case resolutions will be binding only on such shareholders who have voted in favour of such amalgamation. Any General Meeting resolution taken in accordance with this article 24.8 is subject to the General Partner's consent.

**25. Art. 25. Financial year.** The financial year of the Company will begin on 1 January and terminate on 31 December of each year.

**26. Art. 26. Application of income.**

26.1 The General Meeting determines, upon proposal from the General Partner and within the limits provided by law, how the income from the Sub-fund will be applied with regard to each existing Class, and may declare, or authorise the General Partner to declare, distributions.

26.2 For any Class entitled to distributions, the General Partner may decide to pay interim dividends in accordance with legal provisions.

26.3 Payments of distributions to owners of registered shares will be made to such shareholders at their addresses in the register of shareholders.

26.4 Distributions may be paid in such a currency and at such a time and place as the General Partner determines from time to time.

26.5 The General Partner may decide to distribute bonus stock in lieu of cash dividends under the terms and conditions set forth by the General Partner.

26.6 Any distribution that has not been claimed within five years of its declaration will be forfeit and revert to the Class (es) issued in the respective Sub-fund.

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

**27. Art. 27. Depositary.**

27.1 The Company shall enter into a depositary bank agreement with a bank or savings institution which shall satisfy the requirements of the 2007 Act (the Depositary) who shall assume towards the Company and its shareholders the responsibilities provided by the 2007 Act. The fees payable to the Depositary will be determined in the depositary bank agreement.

27.2 In the event of the Depositary desiring to retire, the General Partner or the AIFM shall within two months appoint another financial institution to act as depositary and upon doing so the directors shall appoint such institution to be depositary in place of the retiring Depositary. The General Partner or the AIFM shall have power to terminate the appointment of the Depositary but shall not remove the Depositary unless and until a successor depositary shall have been appointed in accordance with this provision to act in place thereof.

27.3 In case of investments by the Company in countries where the law of the relevant 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 19.11 d) (ii) of the 2013 Act, the Depositary can discharge itself of liability subject to the conditions set out in article 19.14 of the 2013 Act.

#### **28. Art. 28. Winding up.**

28.1 The Company may at any time be dissolved by a resolution of the General Meeting, subject to the quorum and majority requirements for amendment to these Articles.

28.2 If the assets of the Company fall below two-thirds of the minimum capital indicated in article 5, the question of the dissolution of the Company will be referred to the General Meeting by the General Partner. The General Meeting, for which no quorum will be required, will decide by simple majority of the votes of the shares represented at the General Meeting.

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

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

28.5 In the event of a voluntary liquidation, the Company shall, upon its dissolution, be deemed to continue to exist for the purposes of the liquidation. The operations of the Company shall be conducted by one or several liquidators, who, after having been approved by the CSSF, shall be appointed by a General Meeting, which shall determine their powers and compensation.

28.6 If the Company were to be compulsorily liquidated, the provision of the 2007 Act will be applicable.

28.7 Should the Company be voluntarily liquidated, then its liquidation will be carried out in accordance with the provisions of the 2007 Act and the Companies Act.

28.8 The issue of new shares by the Company shall cease on the date of publication of the notice of the General Meeting, to which the dissolution and liquidation of the Company shall be proposed.

28.9 In the event of dissolution of the Company, liquidation shall be carried out by one or several liquidators (who may be physical persons or legal entities) named by the meeting of shareholders effecting such dissolution and which shall determine their powers and their compensation.

28.10 The liquidator(s) will realise each Sub-fund's assets in the best interests of the shareholders and apportion the proceeds of the liquidation of each Sub-fund, net of all liquidation expenses, among the holders of shares in each Class in accordance with their respective rights.

28.11 Any amounts unclaimed by the shareholders at the closing of the liquidation of the Company will be deposited with the Caisse de Consignation in Luxembourg for a duration of thirty (30) years. If amounts deposited remain unclaimed beyond the prescribed time limit, they shall be forfeit.

#### **29. Art. 29. Applicable law.**

29.1 All matters not governed by these Articles shall be determined in accordance with the 2007 Act and the Companies Act in accordance with article 1.2.

#### *Transitory Provisions*

The first financial year shall begin today and it shall end on 31 December 2015.

The first annual General Meeting will be held in 2016.

#### *Subscription and Payment*

The Articles having thus been established, the above-named parties have subscribed the shares as follows:

Kutter-Commandité, S.à r.l., prenamed: .....	1 (one) GP Share; and
Wistaria S.A., prenamed: .....	30 (thirty) shares
Total: .....	31 (thirty-one) shares

All these shares have been fully paid-up in cash, therefore the amount of thirty-one thousand euro (EUR 31,000.-) is now at the disposal of the Company, proof of which has been duly given to the notary.

*Statement and Estimate of Costs*

The notary executing this deed declares that the conditions prescribed by articles 26, 26-3 and 26-5 of the Companies Act have been fulfilled and expressly bears witness to their fulfilment. Further, the notary executing this deed confirms that these Articles comply with the provisions of article 27 of the Companies Act.

The expenses, costs, remunerations and charges in any form whatsoever, which shall be borne by the Company as a result of the present deed are estimated to be approximately two thousand five hundred euros (EUR 2,500.-).

*Extraordinary General Meeting*

The appearing parties, representing the entire subscribed share capital and considering themselves as having been duly convened, immediately proceeded to the holding of a general meeting.

Having first verified that the meeting was regularly constituted, the shareholders passed with the consent of the General Partner, the following resolutions by unanimous vote:

1. that the purpose of the Company has been determined and that the Articles have been set;
2. that BDO Audit, with registered office at 2, avenue Charles de Gaulle, L-2013 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under the number B147570, has been appointed as the external auditor of the Company for a period ending on the date of the annual general meeting to be held in 2016;
3. that the registered office of the Company is established at 20, rue de la Poste, L-2346 Luxembourg, Grand Duchy of Luxembourg.

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 with no need of further translation in accordance with Article 26(2) of the 2007 Act.

WHEREOF, the present notary deed is drawn in Luxembourg, on the date stated above.

The document having been read to the proxyholder of the appearing parties, name, first name, civil status and residence, the proxyholder of the appearing parties signed together with Us, the notary, the present original deed.

Signé: Klemann, GRETHEN.

Enregistré à Luxembourg Actes Civils 1, le 01 juillet 2015. Relation: 1LAC/2015/20241. Reçu soixante-quinze euros (75,00 €)

*Le Receveur (signé): Paul Molling.*

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

Luxembourg, le 1<sup>er</sup> juillet 2015.

Référence de publication: 2015104997/939.

(150115712) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2015.

**Consolidated Equipments S.A., Société Anonyme.**

Siège social: L-2561 Luxembourg, 51, rue de Strasbourg.

R.C.S. Luxembourg B 119.582.

Les actionnaires sont priés d'assister à

**L'ASSEMBLEE GENERALE ORDINAIRE  
A TENIR EXTRAORDINAIREMENT**

qui se tiendra au siège social de la société le mardi *21 juillet 2015* à 10H00, afin de délibérer sur l'ordre du jour suivant:

*ORDRE DU JOUR:*

L'ordre du jour de l'assemblée générale est le suivant:

1. Confirmation de l'acte passé suivant:
  - L'Assemblée Générale Ordinaire tenue Extraordinairement en date du 5 juin 2015 et ayant pour objet la démission d'un administrateur et administrateur-délégué.
2. Divers.

Luxembourg, le 26 juin 2015.

*Le Conseil d'Administration.*

Référence de publication: 2015100927/18.

**CREDEMLUX, Credem International (Lux), Société Anonyme.**

Siège social: L-2310 Luxembourg, 10-12, avenue Pasteur.  
R.C.S. Luxembourg B 11.546.

Les comptes annuels au 31/12/2014 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.

Luxembourg, le 11/05/2015.

Cosita Delvaux

*Notaire*

Référence de publication: 2015071517/12.

(150081861) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2015.

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**Elite World, Société Anonyme.**

Siège social: L-1160 Luxembourg, 28, boulevard d'Avranches.  
R.C.S. Luxembourg B 73.844.

The shareholders of ELITE WORLD are invited to attend the

**ANNUAL GENERAL MEETING**

of the Company which will be held extraordinarily at L-1160 Luxembourg, 28, boulevard d'Avranches, Grand Duchy of Luxembourg, on *July 17<sup>th</sup>, 2015* at 2:00 p.m., with the following agenda:

*Agenda:*

1. Increase of the number of the directors from five (5) to six (6).
2. Appointment of Mr. John HOOKS as director until the end of the statutory general shareholders' meeting of 2018.

*The board of directors.*

Référence de publication: 2015104539/729/14.

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**Gestielle Investment Sicav, Société d'Investissement à Capital Variable.**

Siège social: L-2449 Luxembourg, 26, boulevard Royal.  
R.C.S. Luxembourg B 63.851.

Notice is hereby given that an

**EXTRAORDINARY GENERAL MEETING**

of shareholders of the Company (the "Meeting") will be held at 14, Porte de France, L-4360 Esch-sur-Alzette on *20 July 2015* at 2.30 p.m., in order to amend the articles of incorporation of the Company (the "Articles"). The Meeting will have the following agenda:

*Agenda:*

1. Replacement of all references to the law of December 20, 2002 relating to undertakings for collective investment (the "2002 Law") by references to the law of December 17, 2010 relating to undertakings for collective investment (the "2010 Law") and replacement of all references to specific articles of the 2002 Law by the relevant articles of the 2010 Law.
2. Deletion of the provision of Article 5 setting the time limit during which the minimum capital of the Company has to be reached.
3. Amendment to Article 6 in order to remove the possibility to issue bearer shares and to provide a regime applicable to the remaining bearer shares.
4. Amendment to Article 11 in order to add circumstances under which the Company may temporarily suspend the determination of the net asset value per share and/or the issue, conversion and redemption of shares.
5. Amendment to Article 17 in order to permit the investments in other UCIs (as defined under the 2010 Law), units of master UCITS and shares of other sub-funds of the Company.
6. Amendment to Article 23 in order to change the location of the annual general meetings of the shareholders of the Company to Esch-sur-Alzette as well as to allow the board of directors of the Company, if permitted by and under the conditions set forth in Luxembourg laws and regulations, to decide of other date, time or place within the Grand Duchy of Luxembourg for the holding the annual general meeting.
7. Amendment to Article 24 in order to reflect the provisions of the 2010 Law regarding liquidations and mergers.
8. Insertion of a new Article 29 relating to the liquidation of the Company.
9. Various amendments to the Articles for consistency and clarity purposes.
10. Miscellaneous.

## VOTING

In accordance with Article 29 of the Articles (i) a quorum of at least fifty per cent of the shares issued by the Company must be present or represented at the Meeting to decide on the matters of the above Agenda and (ii) a majority of two-thirds of the votes validly cast at the Meeting is required to adopt a resolution on such matters. If the quorum requirement set out under item (i) is not met, the board of directors of the Company will reconvene the Meeting with the same agenda as stated above. At such second call of the Meeting, no quorum will be required but the above majority requirement will remain unchanged.

## VOTING ARRANGEMENTS

In case you should not be able to personally attend the Meeting, a proxy can be obtained free of charge at the registered office of the Company which can be submitted by fax to the attention of Fund Corporate Services to +352 2460 3331, by 16 July 2015 (COB) at the latest.

The original copy of the proxy form must be returned by post to RBC Investor Services Bank S.A. to the attention of Fund Corporate Services, 14, Porte de France, L-4360 Esch-sur-Alzette, Grand Duchy of Luxembourg.

*The Board of Directors of the Company .*

Référence de publication: 2015098829/755/46.

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### **Estrella Investments S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 7.579.593,00.**

Siège social: L-1610 Luxembourg, 8-10, avenue de la Gare.

R.C.S. Luxembourg B 157.859.

L'adresse actuelle de M. Joseph David PENNA, associé unique et gérant de catégorie B de la Société, est la suivante: 2, Penthouse, Nimbus House, Tradewinds, Gibraltar.

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

Référence de publication: 2015072322/11.

(150082867) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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### **ECI Finance S.A., Société Anonyme de Titrisation.**

Siège social: L-1143 Luxembourg, 24, rue Astrid.

R.C.S. Luxembourg B 164.681.

*Extrait du Procès-verbal de la réunion de l'Assemblée Générale  
Extraordinaire des Actionnaires tenue au Luxembourg le 24 Avril 2015*

#### *Première résolution*

L'Assemblée Générale décide de transférer le siège social de la société du L-1882 Luxembourg, 12F, Rue Guillaume Kroll au L-1143 Luxembourg, 24 rue Astrid.

#### *Deuxième résolution*

L'Assemblée Générale décide d'accepter les démissions des administrateurs de catégorie A avec effet au 13 avril 2015:

Mrs. Anne-Marie Grégis,

Mr. Ahcène Boulhais

Mr. Michel Lenoir.

#### *Troisième résolution*

Annulation des classes d'administrateurs

#### *Quatrième résolution*

Décision de nommer en remplacement des administrateurs avec effet au 13 avril 2015:

Mr Yvon Lauret Résidant professionnellement au L-1630 Luxembourg, 58, Rue Glesener

Le mandat des nouveaux administrateurs prendra fin à l'Assemblée Générale Ordinaire statutaire de l'an 2017.

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

Luxembourg, le 24 avril 2015.

*Un mandataire*

Référence de publication: 2015072335/26.

(150082310) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mai 2015.

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