MEMORIAL

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du Grand-Duché de
Luxembourg

MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 1951 **1er août 2015**

SOMMAIRE

Freelander's Sportsfashion G.m.b.H., Société à responsabilité limitée.

Siège social: L-7526 Mersch, 11A, Allée John W. Léonard.

R.C.S. Luxembourg B 78.386.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2015083217/9.

(150095316) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 juin 2015.

FRISING Décoration S.à r.l., Société à responsabilité limitée.

Siège social: L-1333 Luxembourg, 10, rue Chimay.

R.C.S. Luxembourg B 58.965.

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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.

Référence de publication: 2015083218/9.

(150095258) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 juin 2015.

F24 Capital S.A., Société Anonyme.

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

R.C.S. Luxembourg B 97.548.

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Les comptes annuels au 31 Décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2015083219/9.

(150095815) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 juin 2015.

F24 Development S.A., Société Anonyme.

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

R.C.S. Luxembourg B 97.542.

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Les comptes annuels au 31 Décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2015083220/9.

(150095816) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 juin 2015.

G-Build S.à r.l., Société à responsabilité limitée.

Siège social: L-2350 Luxembourg, 3, rue Jean Piret.

R.C.S. Luxembourg B 77.247.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2015083221/9.

(150095821) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 juin 2015.

G-BUILD S.à.r.l. & Cie, Société Anonyme.

Siège social: L-2350 Luxembourg, 3, rue Jean Piret.

R.C.S. Luxembourg B 77.303.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2015083222/9.

(150095195) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 juin 2015.

G-Field S.àr.l., Société à responsabilité limitée.

Siège social: L-2350 Luxembourg, 3, rue Jean Piret.

R.C.S. Luxembourg B 77.248.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2015083223/9.

(150095338) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 juin 2015.

Auto-Ecole Ellmann S.à r.l., Société à responsabilité limitée.

Siège social: L-5886 Alzingen, 516A, route de Thionville.

R.C.S. Luxembourg B 136.930.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour AUTO ECOLE ELLMANN SARL

Référence de publication: 2015086087/10.

(150098506) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 juin 2015.

A Propos Immobilier, Société à responsabilité limitée unipersonnelle.

Siège social: L-1420 Luxembourg, 139, avenue Gaston Diderich.

R.C.S. Luxembourg B 145.801.

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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.

Echternach, le 10 juin 2015. Signature.

Référence de publication: 2015086860/10.

(150099584) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 juin 2015.

Arinso Luxembourg S.A., Société Anonyme.

Siège social: L-1160 Luxembourg, 32-36, boulevard d'Avranches.

R.C.S. Luxembourg B 60.115.

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Il est porté à la connaissance des membres du conseil d'administration que Monsieur Philippe Lahaye décide de modifier son adresse professionnelle au 32-36, Boulevard d'Avranches, L-1160 Luxembourg.

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

Signature.

Référence de publication: 2015086079/11.

(150098547) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 juin 2015.

Advanced Risk Private Equity Sàrl SICAR, Société à responsabilité limitée sous la forme d'une Société d'Investissement en Capital à Risque.

Siège social: L-2346 Luxembourg, 20, rue de la Poste.

R.C.S. Luxembourg B 108.317.

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Extrait des résolutions prises par l'associé unique en date du 10 juin 2015

Le mandat du Réviseur d'entreprises venant à échéance, il a été décidé de le réélire pour la période expirant à l'assemblée générale statuant sur l'exercice 2015 comme suit:

Réviseur d'entreprises Agréé:

KPMG Luxembourg S. à r.l. 39, Avenue John F. Kennedy, L-1855 Luxembourg

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

Référence de publication: 2015087665/14.

(150101136) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juin 2015.

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

Capital social: EUR 1.553.750,00.

Siège social: L-1637 Luxembourg, 1, rue Goethe.

R.C.S. Luxembourg B 174.882.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2015084320/9.

(150096414) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 juin 2015.

Altran Luxembourg S.A., Société Anonyme.

Siège social: L-8009 Strassen, 19-21, route d'Arlon.

R.C.S. Luxembourg B 65.221.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

MAZARS FAS

Référence de publication: 2015085118/10.

(150097139) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juin 2015.

Am Bureck S.àr.l., Société à responsabilité limitée.

Siège social: L-8077 Bertrange, 3, rue de Luxembourg.

R.C.S. Luxembourg B 114.401.

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Suivant décisions de l'associé unique prises en date du 18/05/2015:

1. La démission de Monsieur Artur Dos Anjos BAPTISTA GOMES de son mandat de gérant technique est acceptée.

2. Monsieur Domingos José DE ALMEIDA SOARES est désormais gérant unique de la société.

Référence de publication: 2015085120/10.

(150097742) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juin 2015.

BELFASS Luxembourg S.A., Société Anonyme.

Siège social: L-8833 Wolwelange, 1, Um Enwee.

R.C.S. Luxembourg B 113.953.

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

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

Luxembourg, le 4 juin 2015.

Maître Léonie GRETHEN

Notaire

Référence de publication: 2015085179/12.

(150097063) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juin 2015.

Altercap II - B, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 159.079.

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Extrait des résolutions prises par les actionnaires de la société en date du 22 mai 2015

Le mandat de la société Deloitte Audit ayant son siège social au 560, rue de Neudorf, L-2220 Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 67.895 est renouvelé jusqu'à la prochaine assemblée générale des actionnaires qui se tiendra en 2016.

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

Certifié conforme

Référence de publication: 2015085117/13.

(150097528) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juin 2015.

Plo Luximmo S.à r.l., Société à responsabilité limitée.

Siège social: L-2530 Luxembourg, 4, rue Henri M. Schnadt.

R.C.S. Luxembourg B 166.210.

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

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

Référence de publication: 2015085766/9.

(150097400) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juin 2015.

Proconsult Informatique S.à r.l., Société à responsabilité limitée.

Siège social: L-3510 Dudelange, 17, rue de la Libération.

R.C.S. Luxembourg B 141.681.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature

Un mandataire

Référence de publication: 2015085772/11.

(150097575) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juin 2015.

Greek Paper Manufacturing S.à r.l., Société à responsabilité limitée.

Capital social: EUR 45.000.000,00.

Siège social: L-1724 Luxembourg, 17, boulevard du Prince Henri.

R.C.S. Luxembourg B 66.719.

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L'actionnaire «Bolton Group International S.r.l.» avec numéro d'immatriculation Italien 1944612 au registre «Repertorio Economico di Milano» a changé de dénomination le 18 février 2015 et se nomme depuis «Bolton Group S.r.l.»

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

Luxembourg, le 5 juin 2015.

Pour GREEK PAPER MANUFACTURING S.àr.l.

Référence de publication: 2015087184/13.

(150099478) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 juin 2015.

RP Oder S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 124.712.

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Extrait du contrat de transfert de parts de la Société daté du 10 mars 2015

En vertu de l'acte de transfert de parts daté du 10 mars 2015, GH Retail Portfolio S.à r.l. a transféré 50 parts sociales d'une valeur de 125 Euro chacune, à Soprano Retail 1 S.à r.l., une société à responsabilité limitée immatriculée auprès du Registre de la Chambre de Commerce au Luxembourg sous le numéro B 195.037, ayant son siège social au 6, rue Eugène Ruppert, L-2453 Luxembourg, avec effet au 1 er juin 2015.

En vertu de ce même acte, GH Retail Portfolio S.à r.l. a transféré 50 parts sociales d'une valeur de 125 Euro chacune, à Soprano Retail 2 S.à r.l., une société à responsabilité limitée immatriculée auprès du Registre de la Chambre de Commerce au Luxembourg sous le numéro B 195.067, ayant son siège social au 6, rue Eugène Ruppert, L-2453 Luxembourg, avec effet au 1 er juin 2015.

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

Luxembourg, le 5 juin 2015.

Signature

Un mandataire

Référence de publication: 2015085818/21.

(150096956) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juin 2015.

Garfin International S.A., Société Anonyme.

Siège social: L-1449 Luxembourg, 18, rue de L'Eau.

R.C.S. Luxembourg B 191.555.

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

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

Luxembourg, le 10 juin 2015.

Référence de publication: 2015087180/10.

(150099836) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 juin 2015.

W.W.T.T. World Wide Tyres Trading S.à r.l., Société à responsabilité limitée.

Siège social: L-4732 Pétange, 14, rue de l'Eglise.

R.C.S. Luxembourg B 177.305.

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

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

Luxembourg, le 4 juin 2015.

Maître Léonie GRETHEN

Notaire

Référence de publication: 2015088552/12.

(150100570) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juin 2015.

HayFin Topaz S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 175.585.

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Extrait des résolutions adoptées lors de l'assemblée générale extraordinaire du 9 juin 2015:

- Est nommé gérant de classe B de la société pour une période indéterminée Mons. Graeme Jenkins, employée privée, résidant professionnellement au 2, Boulevard Konrad Adenauer, L-1115 Luxembourg en remplacement du gérant démissionnaire Mme. Marion Fritz, avec effet au 29 mai 2015.

Luxembourg, le 9 juin 2015.

Signatures

Un mandataire

Référence de publication: 2015087213/15.

(150099749) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 juin 2015.

Highland VII - PRI (1) S.à r.l., Société à responsabilité limitée.

Capital social: EUR 292.302,00.

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

R.C.S. Luxembourg B 146.560.

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EXTRAIT

Il résulte des résolutions prises par l'associé unique de la Société en date du 4 juin 2015 que:

1. La démission de Madame Corine CHATY, en tant que gérant de classe B de la Société, a été acceptée avec effet au 30 avril 2015;

2. A été nommée en tant que gérant de classe B de la Société, avec effet au 30 avril 2015 et ce pour une durée indéterminée:

- Madame Marina KERNEUR, née le 19 juin 1978 à Ploemeur, France, résidant professionnellement au 16 avenue Pasteur, L-2310 Luxembourg.

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

Luxembourg, le 5 juin 2015.

Référence de publication: 2015087218/17.

(150099569) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 juin 2015.

G.C.E. S.A., Société Anonyme.

Siège social: L-9638 Pommerloch, 36, an der Gaass.

R.C.S. Luxembourg B 124.514.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2015083988/9.

(150096816) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 juin 2015.

Global Diversified Sicav, Société d'Investissement à Capital Variable.

Siège social: L-1930 Luxembourg, 1, place de Metz.

R.C.S. Luxembourg B 80.775.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2015084007/9.

(150096240) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 juin 2015.

VIVA TRANSPORT HOLDING (Luxembourg) S.A., Société Anonyme.

Siège social: L-1820 Luxembourg, 10, rue Antoine Jans.

R.C.S. Luxembourg B 143.247.

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EXTRAIT

Il résulte de l'Assemblée Générale Ordinaire tenue extraordinairement en date du 2 juin 2015 que le siège social de la société a été transféré de son ancienne adresse au 10, rue Antoine Jans L-1820 Luxembourg.

Il est à noter que Monsieur Judicael MOUNGUENGUY est désormais domicilié au 10 rue Antoine Jans, L-1820 Luxembourg.

Pour extrait conforme

Référence de publication: 2015088547/13.

(150100456) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juin 2015.

VXI Luxembourg S.à r.l., Société à responsabilité limitée.

Capital social: USD 986.412,01.

Siège social: L-1748 Luxembourg, 4, rue Lou Hemmer.

R.C.S. Luxembourg B 174.800.

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RECTIFICATIF

Suite à une erreur matérielle survenue dans la publication datée du 15 octobre 2014, et déposée au Registre de Commerce et des Sociétés de Luxembourg le 16 octobre 2015, sous la référence L140183050:

En date du 1 er octobre 2014, l'associé unique de la Société a pris les résolutions suivantes:

- De terminer le mandat de M. Jun (David) Zhou en tant que gérant de la Société avec effet immédiat.

- de nommer Mr Steven Wang, née le 1 er janvier 1961 en Chine, ayant comme adresse: 220 West 1 st Street, Suite 300, Los Angeles, CA 90012, en tant que nouveau gérant A de la Société avec effet au 01 octobre 2014 et ce pour une durée indéterminée.

Depuis cette date, le Conseil de Gérance de la Société se compose des personnes suivantes:

- M. Aurelien Vasseur - gérant B

- M. Steven Wang - gérant A

- Ms Yihui Wang (Eva Wang) - gérant A

- Ms Ruth Springham - gérant B

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

Luxembourg, le 10 juin 2015.

Référence de publication: 2015088551/23.

(150101147) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juin 2015.

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

Siège social: L-9946 Binsfeld, 25, Duarrefstross.

R.C.S. Luxembourg B 179.865.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2015084000/9.

(150096617) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 juin 2015.

Friedhaff III S.A., Société Anonyme.

Siège social: L-2412 Luxembourg, 40, Rangwee.

R.C.S. Luxembourg B 127.617.

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Le bilan 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.

Luxembourg, le 5 juin 2015.

FRIEDHAFF III S.A.

Référence de publication: 2015083983/11.

(150096781) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 juin 2015.

MK Luxinvest S.A., Société Anonyme.

Siège social: L-1736 Senningerberg, 5, rue Heienhaff.

R.C.S. Luxembourg B 43.576.

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Das Verwaltungsreglement, in Kraft getreten am 1. Juni 2015, für den Fonds A/Ventum Funds wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxemburg, den 17. Juli 2015.

MK LUXINVEST S.A.

Référence de publication: 2015120485/12.

(150129200) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juillet 2015.

Immo Nord SA, Société Anonyme.

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

R.C.S. Luxembourg B 86.366.

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EXTRAIT

L'assemblée générale du 1 er juin 2015 a renouvelé les mandats des administrateurs.

- Mrs Nathalie GAUTIER, Administrateur, Master Administration des Entreprises, 6, rue Adolphe, L-1116 Luxembourg, Luxembourg;

- Mrs Stéphanie GRISIUS, Administrateur, M. Phil. Finance B. Sc. Economics, 6, rue Adolphe, L-1116 Luxembourg, Luxembourg;

- Mr Laurent HEILIGER, Administrateur-Président, licencié en sciences commerciales et financières, 6, rue Adolphe, L-1116 Luxembourg, Luxembourg.

Leurs mandats prendront fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2020.

L'assemblée générale du 1 er juin 2015 a renouvelé le mandat du Commissaire aux comptes.

- AUDIT.LU, réviseur d'entreprises, 42, rue des Cerises, L-6113 Junglinster, R.C.S. Luxembourg B 113.620.

Son mandat prendra fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2020.

Luxembourg, le 1 er juin 2015.

Pour IMMO NORD S.A.

Société anonyme

Référence de publication: 2015084069/22.

(150096305) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 juin 2015.

Market Access II, Société d'Investissement à Capital Variable.

Siège social: L-1528 Luxembourg, 11-13, boulevard de la Foire.

R.C.S. Luxembourg B 129.800.

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Le bilan 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.

Pour MARKET ACCESS II
SICAV
RBC INVESTOR SERVICES BANK S.A
Société Anonyme

Référence de publication: 2015087373/13.

(150100055) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 juin 2015.

DuraFiber Technologies (DFT) Europe 2, S.à r.l., Société à responsabilité limitée,

(anc. Performance Fibers Europe 2, S.à r.l.).

Capital social: EUR 12.500,00.

Siège social: L-4940 Hautcharage, 5, rue Bommel,.

R.C.S. Luxembourg B 113.980.

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In the year two thousand and fifteen, on the twentieth day of July.

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

Was held

an extraordinary general meeting (the Meeting) of the sole shareholder of Performance Fibers Europe 2, S.à r.l., a private limited liability company (société à responsabilité limitée) duly organised and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Bommel, L - 4940 Hautcharage, Grand Duchy of Luxembourg, with a share capital of EUR 12,500.- and registered with the Luxembourg Register of Commerce and Companies under number B 113.980 (the Company).

The Company was incorporated pursuant to a deed of Maître Henri Hellinckx, notary then residing in Mersch, dated January 16, 2006, published in the Mémorial C, Recueil des Sociétés et Associations, number 849 on April 28, 2006. The articles of association of the Company (the Articles) have been lastly amended pursuant to a deed of Maître Joseph Elvinger, then notary residing in Luxembourg, dated December 17, 2007, published in the Mémorial C, Recueil des Sociétés et Associations, number 492 on February 26, 2008.

THERE APPEARED:

DFT DuraFiber Technologies Holdings, Inc., a company organised under the laws of the State of Delaware, having its principal place of business at 13620 Reese Boulevard Suite 400 Huntersville, NC 28078, United States of America, registered with the Secretary of State of the State of Delaware, Division of Corporations, under number 5705758 (the Sole Shareholder),

hereby represented by Annick Braquet, residing professionally in Luxembourg, by virtue of a power of attorney given under private seal;

such power of attorney, after having been signed ne varietur by the proxyholder acting on behalf of the appearing party and the undersigned notary, shall remain attached to this deed for the purpose of registration.

The Sole Shareholder, represented as stated above, has requested the undersigned notary to record the following:

I. That the Sole Shareholder holds all the shares in the share capital of the Company;

II. That the agenda of the Meeting is worded as follows:

1. Change of the name of the Company from "Performance Fibers Europe 2, S.à r.l." to "DuraFiber Technologies (DFT) Europe 2, S.à r.l." and amendment of article 1 of the articles of association of the Company as follows:

"There is formed a private limited liability company (société à responsabilité limitée) under the name DuraFiber Technologies (DFT) Europe 2, S.à r.l. (hereafter the Company), which will be governed by the laws of Luxembourg, in particular by the law dated 10 th August 1915, on commercial companies, as amended (hereafter the Law), as well as by the present articles of association (hereafter the Articles)."

2. Amendment to the register of shareholders of the Company in order to reflect the above changes; and

3. Miscellaneous.

III. That the Sole Shareholder has taken the following resolutions:

First resolution

The Sole Shareholder resolves to change the denomination of the Company from "Performance Fibers Europe 2, S.à r.l." to "DuraFiber Technologies (DFT) Europe 2, S.à r.l." and subsequently amend article 1 of the Articles which shall henceforth read as follows:

" **Art. 1. Name.** There is formed a private limited liability company (société à responsabilité limitée) under the name DuraFiber Technologies (DFT) Europe 2, S.à r.l. (hereafter the Company), which will be governed by the laws of Luxembourg, in particular by the law dated 10 th August 1915, on commercial companies, as amended (hereafter the Law), as well as by the present articles of association (hereafter the Articles)."

Second resolution

The Sole Shareholder resolves to amend the shareholder's register of the Company in order to reflect the above change with power and authority given to any manager of the Company and/or any lawyer or employee of Loyens & Loeff Luxembourg SARL, each acting individually, with full power of substitution, to proceed on behalf and in the name of the Company to the necessary amendment in the shareholder's register of the Company.

Estimate of costs

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of the present deed are estimated at approximately EUR 1,500.-

Declaration

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

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

The document having been read to the proxyholder of the appearing party, the proxyholder of the appearing party signed together with, the notary, the present original deed.

Suit la version française du texte qui précède:

L'an deux mille quinze, le vingtième jour du mois de juillet.

Pardevant Maître Henri Hellinckx, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg.

S'est tenue

une assemblée générale extraordinaire (l'Assemblée) de l'associé unique de Performance Fibers Europe 2, S.à r.l., une société à responsabilité limitée dûment constituée et régie selon le droit du Grand-Duché de Luxembourg, dont le siège social est établi au 5, rue Bommel, L - 4940 Hautcharage, Grand-Duché de Luxembourg, disposant d'un capital social de EUR 12.500,- et immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 113.980 (la Société).

La Société a été constituée suivant un acte de Maître Henri Hellinckx, notaire de résidence à l'époque à Mersch, le 16 janvier 2006, publié au Mémorial C, Recueil des Sociétés et Associations numéro 849 le 28 avril 2006. Les statuts de la Société (les Statuts) ont été modifiés pour la dernière fois suivant un acte de Maître Joseph Elvinger, alors notaire de résidence à Luxembourg, le 17 décembre 2007, publié au Mémorial C, Recueil des Sociétés et Associations numéro 492 le 26 février 2008.

A COMPARU:

DFT DuraFiber Technologies Holdings, Inc., une société régie selon les lois de l'Etat de Delaware, ayant son principal établissement à 13620 Reese Boulevard Suite 400 Huntersville, NC 28078, Etats-Unis d'Amérique, immatriculée auprès du Secrétariat d'Etat de l'Etat du Delaware, Division des Sociétés (Secretary of State of the State of Delaware, Division of Corporations), sous le numéro 5705758 (l'Associé Unique),

dûment représentée par Annick Braquet, de résidence professionnelle à Luxembourg, en vertu d'une procuration donnée sous seing privé;

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

L'Associé Unique, représenté comme indiqué ci-dessus, a requis le notaire instrumentant d'acter ce qui suit:

I. Que l'Associé Unique détient toutes les parts sociales dans le capital social de la Société;

II. Que l'ordre du jour de l'Assemblée est libellé comme suit:

1. Modification de la dénomination de la Société de "Performance Fibers Europe 2, S.à r.l." à "DuraFiber Technologies (DFT) Europe 2, S.à r.l." et modification subséquente de l'article 1 des statuts de la Société comme suit:

"Il est établi une société à responsabilité limitée sous la dénomination DuraFiber Technologies (DFT) Europe 2, S.à r.l. (ci-après la Société), qui sera régie par les lois du Luxembourg, en particulier par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (ci-après la Loi) et par les présents statuts (ci-après les Statuts)."

2. Modification du registre des associés de la Société afin de refléter les changements ci-dessus; et

3. Divers.

III. Que l'Associé Unique a pris les résolutions suivantes:

Première résolution

L'Associé Unique décide de modifier la dénomination de la Société de Performance Fibers Europe 2, S.à r.l." à "DuraFiber Technologies (DFT) Europe 2, S.à r.l." et subséquemment de modifier l'article 1 des Statuts qui aura désormais la teneur suivante:

" **Art. 1 er . Dénomination.** Il est établi une société à responsabilité limitée sous la dénomination DuraFiber Technologies (DFT) Europe 2, S.à r.l. (ci-après la Société), qui sera régie par les lois du Luxembourg, en particulier par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (ci-après la Loi) et par les présents statuts (ci-après les Statuts)."

Deuxième résolution

L'Associé Unique décide de modifier le registre des associés de la Société afin de refléter le changement ci-dessus, avec pouvoir et autorité donnés à tout gérant de la Société et /ou tout avocat ou employé de Loyens & Loeff Luxembourg SARL, chacun agissant individuellement, avec plein pouvoir de substitution, pour procéder au nom et pour le compte de la Société aux modifications nécessaires au sein du registre des associés de la Société.

Estimation des frais

Les dépenses, frais, honoraires et charges de quelque nature que ce soit, qui incombent à la Société en raison du présent acte sont estimés à environ EUR 1.500.-

Déclaration

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

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

Le document ayant été lu au mandataire de la partie comparante, il a signé avec nous, le notaire, le présent acte original.

Signé: A. BRAQUET et H. HELLINCKX.

Enregistré à Luxembourg A.C.1, le 20 juillet 2015. Relation: 1LAC/2015/22790 Reçu soixante-quinze euros (75.- EUR)

Le Receveur ff. (signé): C. FRISING.

POUR EXPEDITION CONFORME - délivrée à la société sur demande.

Luxembourg, le 24 juillet 2015.

Référence de publication: 2015125448/127.

(150135000) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 juillet 2015.

European DuraFiber Technologies (DFT) Holdings S.à r.l., Société à responsabilité limitée,
(anc. European Performance Fibers Holdings, S.à r.l.).

Capital social: EUR 2.054.875,00.

Siège social: L-4940 Hautcharage, 5, rue Bommel, ZAE Robert Steichen.

R.C.S. Luxembourg B 104.705.

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In the year two thousand and fifteen, on the twentieth day of July.

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

Was held:

an extraordinary general meeting (the Meeting) of the sole shareholder of European Performance Fibers Holdings, S.à r.l., a private limited liability company (société à responsabilité limitée) duly organised and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Bommel, L-4940 Hautcharage, Grand Duchy of Luxembourg, with a share capital of EUR 2,054,875.- and registered with the Luxembourg Register of Commerce and Companies under number B 104.705 (the Company).

The Company was incorporated pursuant to a deed of Maître Henri Hellinckx, notary then residing in Mersch, dated December 1, 2004, published in the Mémorial C, Recueil des Sociétés et Associations, number 189 on March 3, 2005. The articles of association of the Company (the Articles) have been lastly amended pursuant to a deed of Maître Joseph Elvinger,

notary residing in Luxembourg, dated December 17, 2007, published in the Mémorial C, Recueil des Sociétés et Associations, number 540 on March 4, 2007.

THERE APPEARED:

DuraFiber Technologies (DFT) Europe, S.à r.l. (formely named Performance Fibers Europe S.à r.l.), a private limited liability company (société à responsabilité limitée) duly organised and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Bommel, L-4940 Hautcharage, Grand Duchy of Luxembourg, with a share capital of EUR 12,500.- and registered with the Luxembourg Register of Commerce and Companies under number B 104.966 (the Sole Shareholder),

hereby represented by Annick Braquet, residing professionally in Luxembourg, by virtue of a power of attorney given under private seal;

such power of attorney, after having been signed ne varietur by the proxyholder acting on behalf of the appearing party and the undersigned notary, shall remain attached to this deed for the purpose of registration.

The Sole Shareholder, represented as stated above, has requested the undersigned notary to record the following:

I. That the Sole Shareholder holds all the shares in the share capital of the Company;

II. That the agenda of the Meeting is worded as follows:

1. Change of the name of the Company from "European Performance Fibers Holdings, S.à r.l." to "European DuraFiber Technologies (DFT) Holdings S.à r.l." and amendment of article 1 of the articles of association of the Company as follows:

"There is formed a private limited liability company (société à responsabilité limitée) under the name European DuraFiber Technologies (DFT) Holdings S.à r.l. (hereafter the Company), which will be governed by the laws of Luxembourg, in particular by the law dated 10 th August 1915, on commercial companies, as amended (hereafter the Law), as well as by the present articles of association (hereafter the Articles)."

2. Amendment to the register of shareholders of the Company in order to reflect the above changes; and

3. Miscellaneous.

III. That the Sole Shareholder has taken the following resolutions:

First resolution

The Sole Shareholder resolves to change the denomination of the Company from "European Performance Fibers Holdings, S.à r.l." to "European DuraFiber Technologies (DFT) Holdings S.à r.l." and subsequently amend article 1 of the Articles which shall henceforth read as follows:

" **Art. 1. Name.** There is formed a private limited liability company (société à responsabilité limitée) under the name European DuraFiber Technologies (DFT) Holdings S.à r.l. (hereafter the Company), which will be governed by the laws of Luxembourg, in particular by the law dated 10 th August 1915, on commercial companies, as amended (hereafter the Law), as well as by the present articles of association (hereafter the Articles)."

Second resolution

The Sole Shareholder resolves to amend the shareholder's register of the Company in order to reflect the above change with power and authority given to any manager of the Company and/or any lawyer or employee of Loyens & Loeff Luxembourg SARL, each acting individually, with full power of substitution, to proceed on behalf and in the name of the Company to the necessary amendment in the shareholder's register of the Company.

Estimate of costs

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of the present deed are estimated at approximately EUR 1,500.-

Declaration

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

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

The document having been read to the proxyholder of the appearing party, the proxyholder of the appearing party signed, together with the notary, the present original deed.

Suit la version française du texte qui précède:

L'an deux mille quinze, le vingtième jour du mois de juillet.

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

S'est tenue:

une assemblée générale extraordinaire (l'Assemblée) de l'associé unique de European Performance Fibers Holdings, S.à r.l., une société à responsabilité limitée dûment constituée et régie selon le droit du Grand-Duché de Luxembourg, dont le siège social est établi au 5, rue Bommel, L-4940 Hautcharage, Grand-Duché de Luxembourg, disposant d'un capital social de EUR 2.054.875,- et immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 104.705 (la Société).

La Société a été constituée suivant un acte de Maître Henri Hellinckx, notaire de résidence à l'époque à Mersch, le 1 er décembre 2004, publié au Mémorial C, Recueil des Sociétés et Associations numéro 189 le 3 mars 2005. Les statuts de la Société (les Statuts) ont été modifiés pour la dernière fois suivant un acte de Maître Joseph Elvinger, notaire de résidence à Luxembourg, le 17 décembre 2007, publié au Mémorial C, Recueil des Sociétés et Associations numéro 540 le 4 mars 2007.

A COMPARU:

DuraFiber Technologies (DFT) Europe, S.à r.l. (anciennement dénommée Performance Fibers Europe S.à r.l.), une société à responsabilité limitée dûment constituée et régie selon le droit du Grand-Duché de Luxembourg, dont le siège social est établi au 5, rue Bommel, L-4940 Hautcharage, Grand-Duché de Luxembourg, disposant d'un capital social de EUR 12.500,- et immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 104.966 (l'Associé Unique),

dûment représentée par Annick Braquet, de résidence professionnelle à Luxembourg, en vertu d'une procuration donnée sous seing privé;

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

L'Associé Unique, représenté comme indiqué ci-dessus, a requis le notair

e instrumentant d'acter ce qui suit:

I. Que l'Associé Unique détient toutes les parts sociales dans le capital social de la Société;

II. Que l'ordre du jour de l'Assemblée est libellé comme suit:

1. Modification de la dénomination de la Société de «European Performance Fibers Holdings, S.à r.l.» à «European DuraFiber Technologies (DFT) Holdings S.à r.l.» et modification subséquente de l'article 1 er des statuts de la Société comme suit:

«Il est établi une société à responsabilité limitée sous la dénomination European DuraFiber Technologies (DFT) Holdings S.à r.l. (ci-après la Société), qui sera régie par les lois du Luxembourg, en particulier par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (ci-après la Loi) et par les présents statuts (ci-après les Statuts).»

2. Modification du registre des associés de la Société afin de refléter les changements ci-dessus; et

3. Divers.

III. Que l'Associé Unique a pris les résolutions suivantes:

Première résolution

L'Associé Unique décide de modifier la dénomination de la Société de «European Performance Fibers Holdings, S.à r.l.» à «European DuraFiber Technologies (DFT) Holdings S.à r.l.» et subséquemment de modifier l'article 1 er des Statuts qui aura désormais la teneur suivante:

« **Art. 1 er . Dénomination.** Il est établi une société à responsabilité limitée sous la dénomination European DuraFiber Technologies (DFT) Holdings S.à r.l. (ci-après la Société), qui sera régie par les lois du Luxembourg, en particulier par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (ci-après la Loi) et par les présents statuts (ci-après les Statuts).»

Deuxième résolution

L'Associé Unique décide de modifier le registre des associés de la Société afin de refléter le changement ci-dessus, avec pouvoir et autorité donnés à tout gérant de la Société et /ou tout avocat ou employé de Loyens & Loeff Luxembourg SARL, chacun agissant individuellement, avec plein pouvoir de substitution, pour procéder au nom et pour le compte de la Société aux modifications nécessaires au sein du registre des associés de la Société.

Estimation des frais

Les dépenses, frais, honoraires et charges de quelque nature que ce soit, qui incombent à la Société en raison du présent acte sont estimés à environ EUR 1.500,-.

Déclaration

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

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

Le document ayant été lu au mandataire de la partie comparante, il a signé avec nous, le notaire, le présent acte original.

Signé: A. BRAQUET et H. HELLINCKX.

Enregistré à Luxembourg, A.C.1, le 20 juillet 2015. Relation: 1LAC/2015/22793. Reçu soixante-quinze euros (75,- EUR).

Le Receveur ff. (signé): C. FRISING.

POUR EXPEDITION CONFORME, délivrée à la société sur demande.

Luxembourg, le 28 juillet 2015.

Référence de publication: 2015126134/132.

(150137708) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juillet 2015.

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

Siège social: L-1940 Luxembourg, 282, route de Longwy.

R.C.S. Luxembourg B 183.477.

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

Before the undersigned Maître Carlo WERSANDT, notary, residing at Luxembourg, Grand Duchy of Luxembourg;

THERE APPEARED:

P5 CIS S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 282, route de Longwy, L-1940 Luxembourg, registered with the Luxembourg register of commerce and companies (registre de commerce et des sociétés) under number B 178.072 and having a share capital of EUR 12,500.-;

Permira V L.P.1, a limited partnership registered in Guernsey under the Limited Partnerships (Guernsey) Law, 1995 (as amended), acting by its general partner, Permira V G.P. L.P., a limited partnership registered in Guernsey under the Limited Partnerships (Guernsey) Law, 1995 (as amended), acting by its general partner Permira V G.P. Limited, whose registered office is at PO Box 503, Trafalgar Court, Les Banques, St Peter Port, Guernsey, GY1 6DJ, Channel Islands;

Permira V L.P.2, a limited partnership registered in Guernsey under the Limited Partnerships (Guernsey) Law, 1995 (as amended), acting by its general partner, Permira V G.P. L.P., a limited partnership registered in Guernsey under the Limited Partnerships (Guernsey) Law, 1995 (as amended), acting by its general partner Permira V G.P. Limited, whose registered office is at PO Box 503, Trafalgar Court, Les Banques, St Peter Port, Guernsey, GY1 6DJ, Channel Islands.

P5 Co-Investment L.P., a limited partnership registered in Guernsey under the Limited Partnerships (Guernsey) Law, 1995 (as amended), acting by its general partner Permira V G.P. L.P., acting by its general partner Permira V G.P. Limited, whose registered office is at PO Box 503, Trafalgar Court, Les Banques, St Peter Port, Guernsey, GY1 6DJ, Channel Islands;

Permira Investments Limited, acting by its nominee Permira Nominees Limited, whose registered office is at Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands; and

Permira V I.A.S L.P., a limited partnership registered in Guernsey under the Limited Partnerships (Guernsey) Law, 1995 (as amended), acting by its general partner Permira V G.P. L.P., acting by its general partner Permira V G.P. Limited, whose registered office is at Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands;

here represented by Mrs Alexia UHL, lawyer, professionally residing in Luxembourg (Grand Duchy of Luxembourg), by virtue of proxies given under private seal. The said proxies, initialled ne varietur by the proxyholder of the appearing parties and the notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

Such appearing parties are the shareholders (the "Shareholders") of a private limited liability company (société à responsabilité limitée) Lucazoom S.à r.l. (the "Company"), having its registered office at 282, route de Longwy, L-1940 Luxembourg and registered with the Luxembourg register of commerce and companies (registre de commerce et des sociétés) under number B 183.477, which has been incorporated by deed of the undersigned notary dated 19 December 2013, published in the Mémorial C, Recueil des Sociétés et Associations on 5 March 2014, number 584, page 28021 and whose articles of association (the "Articles") have been amended by a deed of the undersigned notary dated 12 February 2014, published in the Mémorial C, Recueil des Sociétés et Associations on 14 May 2014, number 1218, page 58453.

The appearing parties, representing the whole corporate capital of the Company and represented as stated above, require the notary to act the following resolutions (it being noted that the own class J shares, held by the Company pursuant to their repurchase in accordance with a resolution of the Company's board of managers passed on the date of these Shareholders' resolutions, are considered non-voting shares and will only be taken into account for the calculation of the quorum):

First resolution

It is resolved to acknowledge and approve the repurchase by the Company, pursuant to a resolution of the Company's board of managers passed on the date of these Shareholders' resolutions and based on interim accounts dated 20 May 2015, of each of the 15,812,391 class J shares in the Company with a nominal value of EUR 0.01 each (the "Repurchased Shares") at a total repurchase price of EUR 63,115,421.46.

Second resolution

It is resolved to reduce the Company's share capital by an amount of EUR 158,123.91 in order to bring it from its current amount of EUR 1,581,239.10 to EUR 1,423,115.19 by the cancellation of the Repurchased Shares.

Authorisation: It is resolved to authorise and instruct the Company's board of managers to update the Company's shareholders' register.

Third resolution

In order to reflect the foregoing, it is resolved to amend article 5 of the Articles, which shall now read as follows:

" **Art. 5.** The Company's share capital is set at one million four hundred and twenty-three thousand one hundred and fifteen euros and nineteen cents (EUR 1,423,115.19) divided into:

- fifteen million eight hundred and twelve thousand three hundred and ninety-one (15,812,391) class A shares,
- fifteen million eight hundred and twelve thousand three hundred and ninety-one (15,812,391) class B shares,
- fifteen million eight hundred and twelve thousand three hundred and ninety-one (15,812,391) class C shares,
- fifteen million eight hundred and twelve thousand three hundred and ninety-one (15,812,391) class D shares,
- fifteen million eight hundred and twelve thousand three hundred and ninety-one (15,812,391) class E shares,
- fifteen million eight hundred and twelve thousand three hundred and ninety-one (15,812,391) class F shares,
- fifteen million eight hundred and twelve thousand three hundred and ninety-one (15,812,391) class G shares,
- fifteen million eight hundred and twelve thousand three hundred and ninety-one (15,812,391) class H shares,
- fifteen million eight hundred and twelve thousand three hundred and ninety-one (15,812,391) class I shares,

all class A to class I shares are referred as the "Redeemable Shares" or the "Shares", having a nominal value of one euro cent (EUR 0.01) each and fully paid up.

Each Share is entitled to one vote at ordinary and extraordinary general meetings.

Each Share gives right to a fraction of the assets and profits of the company in direct proportion to the number of shares in existence."

Fourth resolution

In order to reflect the foregoing, it is resolved to amend article 8 (first paragraph) of the Articles, which shall now read as follows:

" **Art. 8.** The share capital of the Company may be reduced by the cancellation of one or more entire classes of Redeemable Shares through the repurchase and cancellation of all the Redeemable Shares in issue in such class(es), in accordance with the provisions as set out in this article 8. In the case of repurchases and cancellations of classes of Redeemable Shares such cancellations and repurchases shall be made in the reverse numerical order (starting with the class I Shares)."

Fifth resolution

In order to reflect the foregoing, it is resolved to amend article 21 of the Articles, which shall now read as follows:

" **Art. 21.** The decision to distribute funds and the determination of the amount of such distribution will be taken by the Shareholders in accordance with the following provisions of this article 21.

The holders of the Redeemable Shares are entitled to the following annual fixed dividends:

- the holders of class A Shares shall be entitled to receive dividend distributions in an amount of zero point ten per cent (0.10%) of the par value of the class A Shares held by them, then,
- the holders of class B Shares shall be entitled to receive dividend distributions in an amount of zero point fifteen per cent (0.15%) of the par value of the class B Shares held by them, then,
- the holders of class C Shares shall be entitled to receive dividend distributions in an amount of zero point twenty per cent (0.20%) of the par value of the class C Shares held by them, then,
- the holders of class D Shares shall be entitled to receive dividend distributions in an amount of zero point twenty-five per cent (0.25%) of the par value of the class D Shares held by them, then,
- the holders of class E Shares shall be entitled to receive dividend distributions in an amount of zero point thirty per cent (0.30%) of the par value of the class E Shares held by them, then,
- the holders of class F Shares shall be entitled to receive dividend distributions in an amount of zero point thirty-five per cent (0.35%) of the par value of the class F Shares held by them, then,
- the holders of class G Shares shall be entitled to receive dividend distributions in an amount of zero point forty per cent (0.40%) of the par value of the class G Shares held by them, then,
- the holders of class H Shares shall be entitled to receive dividend distributions in an amount of zero point forty per cent (0.45%) of the par value of the class H Shares held by them, then,
- the holders of class I Shares shall be entitled to receive the remainder of any dividend distribution.

Should any class of shares have been cancelled following its redemption, repurchase or otherwise at the time of the distribution, the remainder of any dividend distribution shall then be allocated to the next outstanding class of shares to be redeemed in the reverse numerical order (e.g. initially class I Shares).

If the dividends referred to above are not declared or paid during one or more particular years, the fixed dividends entitlement shall continue to accrue.

In any case, dividends can only be distributed and Shares redeemed to the extent that the Company has distributable sums within the meaning of the Law and in accordance with the applicable provisions of the Law.

Notwithstanding the preceding provisions, the board of managers is authorized to declare and pay interim dividends to the shareholder(s) in accordance with the distribution provisions described in the preceding provisions of this Article 21 before the end of the financial year and in accordance with the applicable legal provisions."

Costs

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of the present deed are estimated at approximately one thousand two hundred Euros (EUR 1,200.-).

Statement

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

WHEREOF the present deed was drawn up in Luxembourg, at the date indicated at the beginning of the document.

After reading the present deed to the proxyholder of the appearing parties, known to the notary by name, first name, civil status and residence, the said proxyholder has signed with Us, the notary, the present deed.

Suit la traduction française du texte qui précède

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

Par-devant Nous, Maître Carlo WERSANDT, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, soussigné;

ONT COMPARU:

P5 CIS S.à r.l., une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 282, route de Longwy, L-1940 Luxembourg, immatriculée auprès du registre de commerce et des sociétés de Luxembourg sous numéro B 178.072 et ayant un capital social de EUR 12.500,-;

Permira V L.P.1, un limited partnership inscrit à Guernesey sous la loi des Limited Partnerships (Guernsey) de 1995, agissant par son general partner, Permira V G.P. L.P., un limited partnership inscrite à Guernesey sous la loi des Limited Partnerships (Guernsey) de 1995, agissant par son general partner Permira V G.P. Limited avec siège social à Trafalgar Court, PO Box 503, Les Banques, St Peter Port, Guernesey, GY1 6DJ, Channel Islands;

Permira V L.P.2, un limited partnership inscrit à Guernesey sous la loi des Limited Partnerships (Guernsey) de 1995, agissant par son general partner, Permira V G.P. L.P., un limited partnership inscrite à Guernesey sous la loi des Limited Partnerships (Guernsey) de 1995, agissant par son general partner Permira V G.P. Limited avec siège social à Trafalgar Court, PO Box 503, Les Banques, St Peter Port, Guernesey, GY1 6DJ, Channel Islands;

P5 Co-Investment L.P., un limited partnership inscrit à Guernesey sous la loi des Limited Partnerships (Guernsey) de 1995, agissant par son general partner Permira V G.P. L.P., agissant par son general partner Permira V G.P. Limited avec siège social à Trafalgar Court, PO Box 503, Les Banques, St Peter Port, Guernesey, GY1 6DJ, Channel Islands;

Permira Investments Limited, agissant par son nominée Permira Nominees Limited avec siège social à Trafalgar Court, Les Banques, St Peter Port, Guernesey, Channel Islands; et

Permira V I.A.S L.P., un limited partnership inscrit à Guernesey sous la loi des Limited Partnerships (Guernsey) de 1995, agissant par son general partner, Permira V G.P. L.P., agissant par son general partner Permira V G.P. Limited avec siège social à Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands;

ici représentées par Madame Alexia UHL, juriste, demeurant professionnellement à Luxembourg (Grand-Duché de Luxembourg), en vertu de procurations sous seing privé. Lesquelles procurations, après avoir été signées ne varietur par le mandataire des parties comparantes et par le notaire soussigné, resteront annexées au présent acte, aux fins d'enregistrement.

Lesdites parties comparantes sont les associés (les Associés") d'une société à responsabilité limitée Lucazoom S.à r.l. (la "Société"), ayant son siège social au 282, route de Longwy, L-1940 Luxembourg et immatriculée auprès du registre du commerce et des sociétés sous le numéro B 183.477, constituée par un acte du notaire soussigné en date du 19 décembre 2013, publié au Mémorial C, Recueil des Sociétés et Associations le 5 mars 2014, numéro 584, page 28021 et dont les statuts (les "Statuts") ont été modifiés par un acte du notaire instrumentant, en date du 12 février 2014, publié au Mémorial C, Recueil des Sociétés et Associations le 14 mai 2014, numéro 1218, page 58453.

Lesdites parties comparantes, représentant l'intégralité du capital social de la Société et représentées comme indiqué ci-dessus, ont requis le notaire d'acter les résolutions suivantes (avec la précision que les propres parts sociales de classe J,

détenues par la Société en vertu de leur rachat conformément à une résolution du conseil de gérance de la Société passée à la date de ces résolutions des Associés, sont considérées comme des parts sociales sans droit de vote et ne seront prises en compte que pour le calcul du quorum):

Première résolution

Il est décidé de reconnaître et d'approuver le rachat par la Société, en vertu d'une résolution du conseil de gérance de la Société passée à la date de ces résolutions des Associés et basé sur des comptes intérimaires datés 20 mai 2015, de chacune des 15.812.391 parts sociales de classe J dans la Société d'une valeur nominale de EUR 0,01 chacune (les "Parts Sociales Rachetées") à un prix de rachat total de EUR 63.115.421,46.

Deuxième résolution

Il est décidé de réduire le capital social de la Société d'un montant de EUR 158.123,91 pour le réduire de son montant actuel de EUR 1.581.239,10 à EUR 1.423.115,19 par l'annulation des Parts Sociales Rachetées.

Autorisation: Il est décidé d'autoriser et instruire le conseil de gérance de la Société de mettre à jour le registre des associés de la Société.

Troisième résolution

Afin de refléter ce qui précède, il est décidé de modifier l'article 5 des Statuts, qui aura désormais la teneur suivante:

" **Art. 5.** Le capital souscrit est fixé à un million quatre cent vingt-trois mille cent quinze euros et dix-neuf centimes (EUR 1.423.115,19) représenté par:

- quinze millions huit cent douze mille trois cent quatre-vingt-onze (15.812.391) parts sociales de classe A;
- quinze millions huit cent douze mille trois cent quatre-vingt-onze (15.812.391) parts sociales de classe B,
- quinze millions huit cent douze mille trois cent quatre-vingt-onze (15.812.391) parts sociales de classe C,
- quinze millions huit cent douze mille trois cent quatre-vingt-onze (15.812.391) parts sociales de classe D,
- quinze millions huit cent douze mille trois cent quatre-vingt-onze (15.812.391) parts sociales de classe E,
- quinze millions huit cent douze mille trois cent quatre-vingt-onze (15.812.391) parts sociales de classe F,
- quinze millions huit cent douze mille trois cent quatre-vingt-onze (15.812.391) parts sociales de classe G,
- quinze millions huit cent douze mille trois cent quatre-vingt-onze (15.812.391) parts sociales de classe H,
- quinze millions huit cent douze mille trois cent quatre-vingt-onze (15.812.391) parts sociales de classe I,

l'ensemble des parts sociales de classe A à I sont qualifiées de "Parts Sociales Rachetables" ou "Parts Sociales", ayant chacune une valeur nominale d'un euro cent (EUR 0,01), et toutes sont entièrement libérées.

Chaque Part Sociale donne droit à une voix dans les délibérations des assemblées générales ordinaires et extraordinaires.

Chaque Part Sociale donne droit à une fraction des avoirs et bénéfices de la Société en proportion directe au nombre des parts existantes."

Quatrième résolution

Afin de refléter ce qui précède, il est décidé de modifier l'article 8 (premier paragraphe) des Statuts, qui aura désormais la teneur suivante:

" **Art. 8.** Le capital social de la Société peut être réduit par l'annulation d'une ou plusieurs classes de Parts Sociales Rachetables par le biais du rachat et de l'annulation de toutes les Parts Sociales Rachetables émises dans de telle(s) classe (s), et ce conformément aux dispositions prévues au présent article 8. Dans les cas de rachats et d'annulations de classes de Parts Sociales Rachetables, ces annulations et rachats devront être réalisés dans l'ordre numérique inverse (en partant de la classe I)."

Cinquième résolution

Afin de refléter ce qui précède, il est décidé de modifier l'article 21 des Statuts, qui aura désormais la teneur suivante:

" **Art. 21.** La décision de distribuer des fonds et la détermination du montant d'une telle distribution seront prises par les Associés conformément aux dispositions suivantes du présent article 21.

Les détenteurs de Part Sociales Rachetables ont droit aux dividendes fixes annuels suivants:

- les détenteurs de Parts Sociales de classe A seront habilités à recevoir des distributions de dividendes pour un montant de zéro virgule dix pourcent (0,10%) de la valeur nominale des Parts Sociales de classe A détenus par eux, puis,

- les détenteurs de Parts Sociales de classe B seront habilités à recevoir des distributions de dividendes pour un montant de zéro virgule quinze pourcent (0,15%) de la valeur nominale des Parts Sociales de classe B détenus par eux, puis,

- les détenteurs de Parts Sociales de classe C seront habilités à recevoir des distributions de dividendes pour un montant de zéro virgule vingt pourcent (0,20%) de la valeur nominale des Parts Sociales de classe C détenus par eux, puis,

- les détenteurs de Parts Sociales de classe D seront habilités à recevoir des distributions de dividendes pour un montant de zéro virgule vingt-cinq pourcent (0,25%) de la valeur nominale des Parts Sociales de classe D détenus par eux, puis,

- les détenteurs de Parts Sociales de classe E seront habilités à recevoir des distributions de dividendes pour un montant de zéro virgule trente pourcent (0,30%) de la valeur nominale des Parts Sociales de classe E détenus par eux, puis,

- les détenteurs de Parts Sociales de classe F seront habilités à recevoir des distributions de dividendes pour un montant de zéro virgule trente-cinq pourcent (0,35%) de la valeur nominale des Parts Sociales de classe F détenus par eux, puis,

- les détenteurs de Parts Sociales de classe G seront habilités à recevoir des distributions de dividendes pour un montant de zéro virgule quarante pourcent (0,40%) de la valeur nominale des Parts Sociales de classe G détenus par eux, puis,

- les détenteurs de Parts Sociales de classe H seront habilités à recevoir des distributions de dividendes pour un montant de zéro virgule quarante pourcent (0,45%) de la valeur nominale des Parts Sociales de classe H détenus par eux, puis,

- les détenteurs de Parts Sociales de classe I seront habilités à recevoir le reste des distributions de dividendes.

Dans le cas où une classe de Parts Sociales a été annulée à la suite de son rachat ou autrement au moment de la distribution, le reste de toute distribution de dividendes sera affecté à la classe de Parts Sociales suivante restante devant être rachetée dans l'ordre numérique inverse (par exemple, d'abord les Parts Sociales de classe I).

Si les dividendes susmentionnés ne sont pas déclarés ou payés durant une ou plusieurs années en particulier, les dividendes fixes continueront de produire des intérêts.

Dans tous les cas, les dividendes peuvent seulement être distribués et les Parts Sociales rachetées dans la mesure où la Société a des sommes distribuables au sens de la Loi et conformément aux dispositions applicables de la Loi.

Nonobstant les dispositions précédentes, le conseil de gérance est autorisé à déclarer et payer des dividendes intérimaires au(x) associé(s) conformément aux dispositions relatives à la distribution décrites dans les précédentes dispositions du présent Article 21 avant la fin de l'exercice social et conformément aux dispositions légales applicables."

Frais

Les frais, dépenses et rémunérations ou charges de quelque forme que ce soit qui devront être supportés par la Société comme résultant du présent acte sont estimés à approximativement mille deux cents euros (EUR 1.200,-).

Déclaration

Le notaire soussigné qui comprend et parle la langue anglaise, déclare que sur la demande des parties comparantes, le présent acte de société est rédigé en langue anglaise suivi d'une version française. À la demande des mêmes parties comparantes il est spécifié qu'en cas de divergences entre la version anglaise et la version française, le texte anglais prévaudra.

DONT ACTE, fait et passé à Luxembourg, date en en-tête des présentes.

Lecture faite à la mandataire des parties comparantes, connue du notaire instrumentaire par nom, prénom, état et demeure, ladite mandataire a signé avec le notaire le présent acte.

Signé: A. UHL, C. WERSANDT.

Enregistré à Luxembourg A.C. 2, le 26 mai 2015. 2LAC/2015/11504. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): André MULLER.

POUR EXPEDITION CONFORME, délivrée.

Luxembourg, le 5 juin 2015.

Référence de publication: 2015085582/243.

(150096988) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juin 2015.

Danske Invest Management Company, Société Anonyme.

Siège social: L-2540 Luxembourg, 13, rue Edward Steichen.

R.C.S. Luxembourg B 28.945.

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L'Assemblée Générale Extraordinaire de DANSKE INVEST MANAGEMENT COMPANY qui s'est tenue le 10 juin 2015 sous seing privé, a décidé de nommer DELOITTE AUDIT S.à r.l. 560, Rue de Neudorf, L-2220 Luxembourg, pour le mandat d'auditeur en remplacement de KMPG LUXEMBOURG S.à r.l.

Ce mandat prend effet au jour de l'Assemblée Générale Extraordinaire jusqu'à la prochaine Assemblée Générale d'actionnaire qui se tiendra en 2016.

Esch-sur-Alzette, le 11 juin 2015.

Pour Danske Invest Management Company

Société Anonyme

RBC Investor Services Bank S.A.

Société Anonyme

Référence de publication: 2015088804/17.

(150101263) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 juin 2015.

G-FIELD S.à r.l. & Cie, Société en Commandite simple.

Siège social: L-2350 Luxembourg, 3, rue Jean Piret.

R.C.S. Luxembourg B 77.304.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2015083224/9.

(150095323) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 juin 2015.

Hansteen Philipp-Reis-Strasse S.à r.l., Société à responsabilité limitée.

Capital social: EUR 1.964.900,00.

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

R.C.S. Luxembourg B 111.199.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour Hansteen Philipp-Reis-Strasse S.à r.l.

Un mandataire

Référence de publication: 2015083278/11.

(150095377) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 juin 2015.

MPEP 2015 Asia SCS, Société en Commandite simple.

Siège social: L-1882 Luxembourg, 12F, rue Guillaume Kroll.

R.C.S. Luxembourg B 197.827.

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Extract of the Limited Partnership Agreement

1. Name of the partnership. MPEP 2015 Asia SCS

2. Legal form. Société en commandite simple

3. Jointly & Severally liable partner. MPEP Luxembourg GP S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 12F, rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg register of trade and companies (registre de commerce et des sociétiés) under number B 195.915 (the "General Partner").

4. Liability of the partners. The General Partner shall be liable in its capacity as Unlimited Partner with the Partnership for all debts and losses, which cannot be recovered out of the Partnership's assets.

Subject to, but within the limits of, the applicable provisions of the Law of 10 August 1915 and of this LPA, the Limited Partners shall not act on behalf of the Partnership other than by exercising their rights as limited partners in the Partnership and shall only be liable for the debts and losses of the Partnership up to the amount of their Commitment, provided that, for the avoidance of doubt, a Limited Partner may, under its Subscription Agreement, have the obligation to pay certain amounts on top of his Commitment.

5. Initial capital. The initial capital is set at three thousand Euro (EUR 3,000.-).

6. Corporate object. The object of the Partnership is to collectively invest the funds available to it in Target Funds and other assets according to an investment policy, for the benefit of the Partners.

The Partnership may take any measures and carry out any transaction, which it may deem useful for the fulfilment and development of its purpose to the largest extent permitted under the Law of 10 August 1915 and in particular and without limitation, make investments, either directly or indirectly.

7. Registered office. 12F, rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg

8. Management / Representation of the fund. The Partnership shall be managed by MPEP Luxembourg GP S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), in its capacity as manager (gérant) of the Partnership.

Without prejudice of Clause 20 of the limited partnership agreement of the Partnership, the General Partner will have the broadest powers in its capacity as manager (gérant) of the Partnership to administer and manage the Partnership, to act in the name of the Partnership in all circumstances and to carry out and approve all acts and operations consistent with the Partnership's object.

The General Partner will have the power, in particular, to decide on the investment objectives, policies and restrictions and the course of conduct of the management and business affairs of the Partnership, in compliance with the LPA, the Information Memorandum and the applicable laws and regulations. The General Partner will have the power to enter into administration, investment and advisory agreements and any other contract and undertakings that it may deem necessary, useful or advisable for carrying out the object of the Partnership, always in compliance with the LPA, the Information Memorandum and the applicable laws and regulations.

All powers not expressly reserved by law or the present LPA to the general meeting of Partners fall within the competence of the General Partner in its capacity as manager (gérant) of the Partnership.

The Partnership will be bound towards third parties by the sole signature of the General Partner represented by the joint signature of any two Managers together, or by the individual signatures of any person to whom such authority has been delegated by the Board.

No Limited Partner in such capacity shall represent the Partnership

9. Date of establishment / Duration. The date of establishment of the Partnership was 19 June 2015.

The Partnership is created for a limited duration, the term of the Partnership being the 30 June 2027. The General Partner may decide to extend the life of the Partnership for a further maximum period of three (3) years made by up to three consecutive one-year extensions.

The Partnership shall not be dissolved in the event of the General Partner's legal incapacity, dissolution, resignation, retirement, insolvency or bankruptcy or for any other reason provided under applicable law where it is impossible for the General Partner to act, it being understood for the avoidance of doubt that the transfer of its GP Interest by the General Partner will not lead to the dissolution of the Partnership.

Übersetzung des vorangehenden Textes:

Auszug aus dem Gesellschaftsvertrag der Gesellschaft (die "Gesellschaft")

1. Name der gesellschaft. MPEP 2015 Asia SCS

2. Rechtsform. Kommanditgesellschaft (Société en commandite simple)

3. Unbeschränkt haftender Gesellschafter. MPEP Luxembourg GP S.à r.l., eine Gesellschaft mit beschränkter Haftung (société à responsabilité limitée) gegründet und bestehend unter Luxemburger Recht, mit eingetragenem Sitz in 12F, rue Guillaume Kroll, L-1882 Luxemburg, Luxemburg, eingetragen im Luxemburger Handels- und Gesellschaftsregister unter der Nummer B 195.915, (der "Komplementär").

4. Haftung der Gesellschafter. Der Komplementär, in seiner Eigenschaft als unbeschränkt haftender Gesellschafter, haftet unbeschränkt für alle Verbindlichkeiten und Verluste, welche nicht aus den Vermögensgegenständen der Gesellschaft beglichen werden können.

Vorbehaltlich und im Rahmen der anwendbaren Bestimmungen des Luxemburger Gesetzes vom 10. August 1915 und des Gesellschaftsvertrags, sind die Kommanditisten vom Handeln für die Gesellschaft ausgeschlossen, mit Ausnahme der Ausübung ihrer Rechte als Kommandisten der Gesellschaft und sind nur verantwortlich für Verbindlichkeiten und Verluste der Gesellschaft bis zu der Summe ihrer Kapitaleinlagen. Zur Klarstellung ein Kommanditist kann in seinem Zeichnungsschein Verpflichtungen eingehen, welche über seine Kapitaleinlage hinausgehen.

5. Anfangskapital. Das Anfangskapital ist auf dreitausend Euro festgelegt.

6. Gesellschaftszweck. Der Zweck der Gesellschaft ist die gemeinsame Anlage der zur Verfügung stehenden Mittel in Zielfonds und andere Anlagegegenstände, welche nach der Anlagepolitik der Gesellschaft zugunsten der Gesellschafter investiert werden.

Die Gesellschaft kann alle Maßnahmen und Transaktionen, die sie zur Erfüllung dieses Zwecks für nützlich erachtet, ausführen, welche das Erreichen und Verwirklichen ihres Zwecks fördern, soweit dies unter dem Gesetz vom 10 August 1915 gestattet ist. Im Besonderen, allerdings ohne Beschränkung, kann die Gesellschaft entweder direkte oder indirekte Anlagen tätigen.

7. Eingetragener Sitz. 12F, rue Guillaume Kroll, L-1882 Luxemburg, Großherzogtum Luxemburg

8. Geschäftsführung/ Vertretungsbefugnisse. Die Gesellschaft wird durch MPEP Luxembourg GP S.à r.l. verwaltet, eine Luxemburger Gesellschaft mit beschränkter Haftung (société à responsabilité limitée), in ihrer Funktion als Geschäftsführer (gérant) der Gesellschaft.

Unbeschadet des Artikel 20 des Gesellschaftsvertrags, hat der Komplementär die umfassendsten Befugnissen, in seiner Eigenschaft als Geschäftsführer (gérant) der Gesellschaft, um diese zu leiten und zu verwalten, im Namen der Gesellschaft in jeglicher Hinsicht aufzutreten und jegliche Maßnahmen und Tätigkeiten durchzuführen und zu genehmigen, welche im Einklang mit dem Gesellschaftszweck stehen.

Insbesondere hat der Komplementär die Befugnis, die Anlageziele, Anlagepolitiken und Anlagebeschränkungen der Gesellschaft, sowie die Management- und Geschäftsangelegenheiten der Gesellschaft, im Einklang mit dem Gesellschaftsvertrag, dem Informationsdokument und den anwendbaren Gesetzen und Bestimmungen, festzulegen. Der Komplementär

hat die Befugnis Verwaltungsverträge, Anlageverträge und Beraterverträge, sowie alle sonstigen Verträge, welche er als notwendig, nützlich oder sinnvoll zum Erreichen des Zweckes der Gesellschaft ansieht, abzuschließen. Dies erfolgt stets im Einklang mit dem Gesellschaftsvertrag, dem Informationsdokument und den anwendbaren Gesetzen und Bestimmungen.

Alle Rechte, die nicht ausdrücklich durch Gesetz oder den derzeitigen Gesellschaftsvertrag der Gesellschafterversammlung zugewiesen sind, fallen in den Zuständigkeitsbereich des Komplementärs in seiner Funktion als Geschäftsführer (gérant) der Gesellschaft.

Die Gesellschaft wird gegenüber Dritten durch die alleinige Unterschrift des Komplementärs gebunden, vertreten durch zwei seiner Geschäftsführer oder durch die individuelle Vertretung einer Person, an welche eine solche Vertretungsmacht durch den Geschäftsführerrat des Komplementärs übertragen wurde.

Kein Kommanditist darf die Gesellschaft in seiner Funktion als Kommanditist vertreten.

9. Gründungsdatum / Laufzeit. Das Gründungsdatum der Gesellschaft war der 19. Juni 2015.

Die Gesellschaft wurde für eine begrenzte Dauer gegründet, die Dauer der Gesellschaft endet am 30 Juni 2027. Der Komplementär kann entscheiden, die Laufzeit der Gesellschaft um eine Dauer von maximal drei (3) Jahren zu verlängern, bestehend aus drei aufeinanderfolgenden Verlängerungen um jeweils ein Jahr.

Die Gesellschafter können mit einstimmigem Beschluss die Verlängerung der Laufzeit beschließen.

Die Gesellschaft wird im Falle der Geschäftsunfähigkeit, der Auflösung, der Insolvenz, des Rücktritts, des Ruhestands, der Zahlungsunfähigkeit oder Insolvenz des Komplementärs oder jeglicher anderer Gründe, welche unter anwendbaren Recht vorgesehen sind, die es dem Komplementär unmöglich machen, weiterhin seiner Tätigkeit als Komplementär nachzugehen, nicht aufgelöst. Hierbei wird klarstellt, dass eine Übertragung des Komplementäranteils nicht zur Auflösung der Gesellschaft führt.

Référence de publication: 2015098520/112.

(150108464) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 juin 2015.

AB Infrastructure Debt Management S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 197.520.

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STATUTES

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

Before us Maître Henri Hellinckx, notary residing in Luxembourg.

There appeared:

AllianceBernstein Holdings Limited, a corporation organized under the laws of the United Kingdom, having its registered office at 50 Berkeley Street, London W1J 8AJ, United Kingdom,

represented by Maître Jean-Thomas Pradillon, avocat au barreau de Paris, professionally residing in Luxembourg, Grand Duchy of Luxembourg pursuant to a proxy given on 27 May 2015.

The proxy given, signed "ne varietur" by the appearing person and the undersigned notary, shall remain annexed to this deed to be filed with the registration authorities.

Such appearing party, in its capacity, has requested the notary to state as follows the articles of incorporation of a "société à responsabilité limitée" named AB Infrastructure Debt Management S.à r.l. which it intends to incorporate in Luxembourg:

Art. 1. Denomination. There exists among the shareholder and all persons who will become shareholders thereafter a private limited company (société à responsabilité limitée) with the name "AB Infrastructure Debt Management S.à r.l." (the "Company"). The Company will be governed by these articles of association and the relevant legislation.

Art. 2. Object. The Company's corporate object is to act as general partner (associé commandité gérant) of one or several special limited partnership(s) created as Luxembourg specialised investment funds governed by Luxembourg laws and incorporated under the legal form of a special limited partnership (société en commandite spéciale).

The Company may carry on any activities which are useful for accomplishment of its corporate object.

Art. 3. Duration. The Company is established for an unlimited period.

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

The address of the registered office may be transferred within the municipality by decision of the board of managers. If and to the extent permitted by Luxembourg laws and regulations, the board of managers may also transfer the registered office of the Company to any other municipality in the Grand Duchy of Luxembourg.

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

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

Art. 5. Share capital. The issued share capital of the Company is set at twelve thousand five hundred Euro (€12,500) divided into one hundred and twenty-five (125) shares with a nominal value of one hundred Euro (€100) each. The capital of the Company may be increased or reduced by a resolution of the shareholders adopted in the manner required for amendment of these articles of association and the Company may proceed to the repurchase of its own shares upon resolution of its shareholders.

Any available share premium shall be distributable.

Art. 6. Transfer of Shares. Shares are freely transferable among shareholders. Except if otherwise provided by law, the share transfer to non-shareholders is subject to the consent of shareholders representing at least seventy-five percent (75%) of the Company's capital.

Art. 7. Management of the Company. The Company is managed by a board of managers which is composed of at least three (3) members who need not be shareholders.

The board of managers is vested with the broadest powers to manage the business of the Company and to authorize and/or perform all acts of disposal and administration falling within the purposes of the Company. All powers not expressly reserved by the law or these articles of association to the general meeting of shareholders shall be within the competence of the board of managers. Vis-à-vis third parties the board of managers has the most extensive powers to act on behalf of the Company in all circumstances and to do, authorize and approve all acts and operations relating to the Company not reserved by law or these articles of association to the general meeting of shareholders or as may be provided herein.

The managers are appointed and removed from office by a simple majority decision of the general meeting of shareholders, which determines their powers and the term of their mandates. If no term is indicated the managers are appointed for an undetermined period. The managers may be re-elected but their appointment may also be revoked with or without cause (ad nutum) at any time.

Any manager may participate in any meeting of the board of managers by conference call or by other similar means of communication allowing all the persons taking part in the meeting to hear one another and to communicate with one another. A meeting may also be held by conference call only. The participation in, or the holding of, a meeting by these means is equivalent to a participation in person at such meeting or the holding of a meeting in person. Managers may be represented at meetings of the board by another manager without limitation as to the number of proxies which a manager may accept and vote.

The board of managers may choose from among its members a chairman. The board of managers shall meet upon call by the chairman, or two managers, at the place indicated in the notice of meeting. The chairman shall preside at all meetings of shareholders and the board of managers, but in his absence the shareholders or managers may appoint another manager as chairman pro tempore by vote of the majority present at any such meeting.

Written notice of any meeting of the board of managers must be given to the managers twenty-four hours (24) at least in advance of the date scheduled for the meeting, except in case of emergency, in which case the nature and the motives of the emergency shall be mentioned in the notice. This notice may be omitted in case of assent of each manager in writing, by email or facsimile, or any other similar means of communication. A special convening notice will not be required for a board meeting to be held at a time and location determined in a prior resolution adopted by the board of managers.

The board of managers can deliberate or act validly only if at least a majority of the managers is present or represented.

Decisions of the board of managers are validly taken by the approval of the majority of the managers of the Company. In the event that at any meeting the number of votes for and against a resolution shall be equal, the chairman shall have a casting vote. The minutes of the board meeting are signed by the chairman.

The board of managers may also, unanimously, pass resolutions on one or several similar documents by circular means when expressing its approval in writing, by facsimile or email or any other similar means of communication. The entirety will form the circular documents duly executed giving evidence of the resolution. Managers' resolutions, including circular resolutions, may be conclusively certified or an extract thereof may be issued under the individual signature of any manager or any person appointed by the board of managers for this purpose.

Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise shall be signed by any manager or any person appointed by the board of managers for this purpose, or as may be resolved at the relevant meeting or a subsequent meeting.

The Company will be bound by the joint signature of any two managers. In any event the Company will be validly bound by the sole signature of any person or persons to whom such signatory powers shall have been delegated by the board of managers.

The board of managers may delegate its powers to conduct the daily management and affairs of the Company and its powers to carry out acts in furtherance of the corporate policy and purpose, to officers of the Company who shall have full authority to act on behalf of the Company in all matters concerned with the daily management and affairs of the Company and such designated committees to effectively conduct the business of the Company. The designated committees may not bind the Company towards third parties. Any such appointment may be revoked at any time by the manager(s). Officers or members of the designated committees need not to be managers or shareholders of the Company. The officers and the members of the designated committees appointed, unless otherwise stipulated in these articles of association, shall have the powers and duties given to them by the managers in accordance with applicable laws and regulations.

Art. 8. Personal Interest and Liability of the Managers. No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that any one or more of the managers or officers of the Company is interested in, or is a director, manager, associate, officer or employee of such other company or firm.

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

In the event that any manager or officer of the Company may have any personal interest in any transaction of the Company, such manager or officer shall make known to the board of managers such personal interest and shall not consider or vote upon any such transaction, and such transaction and such manager's or officer's interest therein shall be reported to the next succeeding meeting of shareholders. The term "personal interest" as used in the preceding sentence, shall not include any relationship with or interest in any matter, position or transaction involving AllianceBernstein (Luxembourg) S.à r.l. and/or AllianceBernstein L.P. or any subsidiary or any affiliate thereof or such other company or entity as may from time to time be determined by the board of managers in its discretion.

The managers are not held personally liable for the indebtedness of the Company. As agents of the Company, they are responsible for the performance of their duties.

Subject to the exceptions and limitations listed below, every person who is, or has been, a manager or officer of the Company shall be indemnified by the Company to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any claim, action, suit or proceeding which he becomes involved as a party or otherwise by virtue of his being or having been such manager or officer and against amounts paid or incurred by him in the settlement thereof. The words "claim", "action", "suit" or "proceeding" shall apply to all claims, actions, suits or proceedings (civil, criminal or otherwise including appeals) actual or threatened and the words "liability" and "expenses" shall include without limitation attorneys' fees, costs, judgments, amounts paid in settlement and other liabilities.

No indemnification shall be provided to any manager or officer:

(i) against any liability to the Company or its shareholders by reason of willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office;

(ii) with respect to any matter as to which he shall have been finally adjudicated to have acted in bad faith and not in the interest of the Company; or

(iii) in the event of a settlement, unless the settlement has been approved by a court of competent jurisdiction or by the board of managers.

The right of indemnification herein provided shall be severable, shall not affect any other rights to which any manager or officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such manager or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Nothing contained herein shall affect any rights to indemnification to which corporate personnel, including directors and officers, may be entitled by contract or otherwise under law.

Expenses in connection with the preparation and representation of a defense of any claim, action, suit or proceeding of the character described in this Article shall be advanced by the Company prior to final disposition thereof upon receipt of any undertaking by or on behalf of the officer or director, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article.

Art. 9. Shareholder voting rights. Each shareholder may take part in collective decisions. Each shareholder has a number of votes equal to the number of shares he owns and may validly act at any meeting of shareholders through a special proxy.

Art. 10. Shareholder Meetings. Decisions by shareholders are passed in such form and at such majority(ies) as prescribed by Luxembourg company law in writing (to the extent permitted by law) or at meetings. Any regularly constituted meeting of shareholders of the Company or any valid written resolution (as the case may be) shall represent the entire body of shareholders of the Company.

Meetings shall be called by convening notice in the forms provided by law at least eight (8) days prior to the date of the meeting. If the entire share capital of the Company is represented at a meeting the meeting may be held without prior notice.

In the case of written resolutions, the text of such resolutions shall be sent to the shareholders at their addresses inscribed in the register of shareholders held by the Company at least eight (8) days before the proposed effective date of the

resolutions. The resolutions shall become effective upon the approval of the majority as provided for by law for collective decisions (or subject to the satisfaction of the majority requirements, on the date set out therein). Unanimous written resolutions may be passed at any time without prior notice.

Except as otherwise provided for by law, (i) decisions of the general meeting of shareholders shall be validly adopted if approved by shareholders representing more than half of the corporate capital. If such majority is not reached at the first meeting or first written resolution, the shareholders shall be convened or consulted a second time, by registered letter, and decisions shall be adopted by a majority of the votes cast, regardless of the portion of capital represented. (ii) However, decisions concerning the amendment of the articles of association are taken by (x) a majority of the shareholders (y) representing at least three quarters of the issued share capital and (iii) decisions to change of nationality of the Company are to be taken by shareholders representing one hundred percent (100%) of the issued share capital.

Art. 11. Accounting Year. The accounting year begins on 1 st January of each year and ends on 31 st December of the same year.

Art. 12. Financial Statements. Every year as of the accounting year's end, the annual accounts are drawn up by the board of managers.

The financial statements are at the disposal of the shareholders at the registered office of the Company.

Art. 13. Distributions. Out of the net profit five percent (5%) shall be placed into a legal reserve account. This deduction ceases to be compulsory when such reserve amounts to ten percent (10%) of the issued share capital of the Company.

The shareholders may decide to pay interim dividends on the basis of statements of accounts prepared by the board of managers, showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed profits realized since the end of the last accounting year increased by profits carried forward and distributable reserves and premium but decreased by losses carried forward and sums to be allocated to a reserve to be established by law.

The balance may be distributed to the shareholders upon decision of a general meeting of shareholders.

The share premium account may be distributed to the shareholders upon decision of a general meeting of shareholders. The general meeting of shareholders may decide to allocate any amount out of the share premium account to the legal reserve account.

Art. 14. Dissolution. In case the Company is dissolved, the liquidation will be carried out by one or several liquidators who may be but do not need to be shareholders and who are appointed by the general meeting of shareholders who will specify their powers and remunerations.

Art. 15. Sole Shareholder. If, and as long as one shareholder holds all the shares of the Company, the Company shall exist as a single shareholder company, pursuant to Article 179 (2) of the law of 10 August 1915 on commercial companies, as amended (the "1915 Law"); in this case, Articles 200-1 and 200-2, among others, of the same law are applicable.

Art. 16. Applicable law. All matters not governed by these articles of association shall be determined in accordance with the 1915 Law.

Subscription and payment

The subscriber has subscribed for the number of shares and has paid in cash the amounts as mentioned hereafter:

Founding Shareholder	Subscribed capital	number of shares
AllianceBernstein Holdings Limited	EUR 12,500	125
TOTAL	EUR 12,500	125

Proof of all such payments has been given to the undersigned notary.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of its formation are estimated at approximately EUR 1,500.-.

Transitory provision

The first accounting year will begin on the date of the incorporation of the Company and will end on 31 December 2015.

Statements

The undersigned notary states that the conditions provided for in Article 26 of the 1915 Law have been observed.

Extraordinary general meeting

The sole shareholder has forthwith immediately taken the following resolutions:

First resolution

The registered office of the Company is fixed at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg.

Second resolution

The following persons are appointed managers for an unlimited period of time:

- James Wallin, Senior Vice President, AllianceBernstein L.P., with professional address at 1345 Avenue of the Americas, New York 10105, U.S.A.;

- Richard Shamos, Counsel, Vice President, AllianceBernstein L.P., with professional address at 1345 Avenue of the Americas, New York 10105, U.S.A.;

- Bertrand Reimmel, Counsel, Senior Vice President, AllianceBernstein (Luxembourg) S.à r.l., with professional address at 2-4, rue Eugène Ruppert, L-2453 Luxembourg

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

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

This deed having been read to the appearing person, known to the notary, by his surname, first name, civil status and residence, the said person appearing signed together with Us, the notary, the present original deed.

Suit la traduction française du texte qui précède

L'an deux mille quinze, le trois juin.

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

A comparu:

AllianceBernstein Holdings Limited, une société constituée en vertu du droit du Royaume-Uni, dont le siège social est situé au 50 Berkeley Street, Londres W1J 8AJ, Royaume-Uni,

représentée par Maître Jean-Thomas Pradillon, avocat au barreau de Paris, demeurant professionnellement à Luxembourg, Grand-Duché de Luxembourg, en vertu d'une procuration donnée le 27 mai 2015.

La procuration donnée, signée ne varietur par la personne comparante et le notaire soussigné, restera annexée au présent acte afin d'être soumise aux formalités de l'enregistrement.

Cette partie comparante, agissant ès-qualités, a requis le notaire d'arrêter comme suit les statuts d'une société à responsabilité limitée dénommée AB Infrastructure Debt Management S.à r.l. qu'elle entend constituer à Luxembourg:

Art. 1 er . Dénomination. Il est formé par l'associé et toutes les personnes qui deviendront par la suite associés, une société à responsabilité limitée sous la dénomination d'«AB Infrastructure Debt Management S.à r.l.» (la «Société»). La Société sera régie par les présents statuts ainsi que les dispositions légales afférentes.

Art. 2. Objet. La Société a pour objet d'agir en tant qu'associé commandité gérant d'une ou de plusieurs sociétés en commandite spéciale créées en tant que fonds d'investissement spécialisés luxembourgeois régis par le droit luxembourgeois et constituées sous la forme juridique d'une société en commandite spéciale.

La Société peut effectuer toute opération utile à la réalisation de son objet.

Art. 3. Durée. La Société est constituée pour une durée indéterminée.

Art. 4. Siège social. Le siège social de la Société est établi dans la Ville de Luxembourg, Grand-Duché de Luxembourg. L'adresse du siège social peut être transférée à l'intérieur de la commune par décision du conseil de gérance. Si et dans la mesure permise par les lois et réglementations luxembourgeoises, le conseil de gérance peut également transférer le siège social de la Société dans toute autre commune du Grand-Duché de Luxembourg.

La Société peut avoir des bureaux et des succursales, tant au Luxembourg qu'à l'étranger.

Dans le cas où le conseil de gérance estimerait que des évènements extraordinaires d'ordre politique, économique ou social, de nature à compromettre les activités normales de la Société au siège social ou la communication aisée de ce siège avec l'étranger, ont eu lieu ou sont sur le point d'avoir lieu, le siège social peut être transféré provisoirement à l'étranger jusqu'à cessation complète de ces circonstances anormales; ces mesures provisoires n'auront aucun effet sur la nationalité de la Société qui, en dépit du transfert provisoire de son siège social, demeurera une société luxembourgeoise. Ces mesures provisoires seront prises et portées à la connaissance des parties intéressées par le conseil de gérance.

Art. 5. Capital social. Le capital social émis de la Société est fixé à douze mille cinq cents euros (12.500 €) divisé en cent vingt-cinq (125) parts sociales d'une valeur nominale de cent euros (100 €) chacune. Le capital de la Société peut être augmenté ou réduit par une résolution adoptée par les associés selon les modalités requises pour la modification des présents statuts et la Société peut procéder au rachat de ses propres parts sociales sur résolution de ses associés.

Toute prime d'émission disponible sera distribuable.

Art. 6. Transfert de parts sociales. Les parts sociales sont librement transférables entre associés. Sauf disposition contraire de la loi, le transfert de parts sociales à des non associés est soumis à l'agrément des associés représentant au moins soixante-quinze pour cent (75 %) du capital de la Société.

Art. 7. Gérance de la Société. La Société est gérée par un conseil de gérance composé d'au moins trois (3) membres, associés ou non.

Le conseil de gérance est doté des pouvoirs les plus étendus pour gérer les affaires de la Société et pour autoriser et/ou accomplir tous les actes de disposition et d'administration relevant de l'objet social de la Société. Tous les pouvoirs qui ne sont pas expressément réservés par la loi ou par les présents statuts à l'assemblée générale des associés relèveront de la compétence du conseil de gérance. À l'égard des tiers, le conseil de gérance dispose des pouvoirs les plus étendus pour agir en toutes circonstances pour le compte de la Société ainsi que pour effectuer, autoriser et approuver tous les actes et toutes les opérations qui se rapportent à la Société et ne sont pas réservés par la loi ou les présents statuts à l'assemblée générale des associés ou conformément aux dispositions des présents statuts.

Les gérants sont nommés et révoqués par l'assemblée générale des associés, qui statue à la majorité simple et qui détermine leurs pouvoirs et la durée de leur mandat. Si aucune durée n'est indiquée, les gérants sont nommés pour une période indéterminée. Les gérants sont rééligibles mais leur nomination est également révocable avec ou sans motif (ad nutum) et ce, à tout moment.

Tout gérant peut participer à toute réunion du conseil de gérance par conférence téléphonique ou par d'autres moyens similaires de communication permettant à toutes les personnes prenant part à cette réunion de s'entendre les unes les autres et de communiquer entre elles. Une réunion peut également être tenue uniquement sous forme de conférence téléphonique. La participation à une réunion ou la tenue d'une réunion par ces moyens équivaut à une participation en personne à cette réunion ou à la tenue en personne de cette réunion. Les gérants peuvent être représentés aux réunions du conseil par un autre gérant et ce, sans limitation quant au nombre de procurations qu'un gérant peut accepter et voter.

Le conseil de gérance peut choisir parmi ses membres un président. Le conseil de gérance se réunira sur convocation du président, ou de deux gérants, à l'endroit indiqué dans la convocation de la réunion. Le président présidera toutes les assemblées des associés et toutes les réunions du conseil de gérance, mais en son absence, les associés ou les gérants pourront nommer un autre gérant comme président pro tempore par un vote de la majorité présente à cette assemblée ou réunion.

Un avis de convocation écrit doit être transmis aux gérants pour chaque réunion du conseil de gérance au moins vingt-quatre (24) heures avant la date prévue de la réunion, sauf s'il y a urgence, auquel cas la nature et les motifs de cette urgence seront mentionnés dans l'avis de convocation. Il peut toutefois être passé outre à cet avis de convocation si chaque gérant donne son assentiment par écrit, courriel ou télécopie, ou par tout autre moyen similaire de communication. Il n'est pas obligatoire de remettre un avis de convocation spécial pour toute réunion du conseil devant se tenir à une heure et un lieu déterminés dans une résolution adoptée préalablement par le conseil de gérance.

Le conseil de gérance ne peut délibérer ou agir valablement que si au moins la majorité des gérants est présente ou représentée.

Les décisions du conseil de gérance sont valablement prises par l'approbation de la majorité des gérants de la Société. Dans le cas où lors d'une réunion, le nombre de votes pour et le nombre de votes contre une résolution sont égaux, le président aura une voix prépondérante. Les procès-verbaux des réunions du conseil sont signés par le président.

Le conseil de gérance peut également et ce, à l'unanimité, adopter des résolutions sur un ou plusieurs documents similaires par voie circulaire en exprimant son approbation par écrit, par télécopie ou courriel, ou tout autre moyen similaire de communication. L'ensemble constituera les documents circulaires dûment signés faisant foi de la résolution intervenue. Les résolutions des gérants, y compris celles prises par voie circulaire, seront certifiées comme faisant foi ou un extrait de celles-ci pourra être émis sous la signature individuelle de chaque gérant ou de toute personne nommée à cet effet par le conseil de gérance.

Les copies ou extraits de ces procès-verbaux qui pourraient servir en justice ou ailleurs seront signés par un gérant ou toute personne nommée à cet effet par le conseil de gérance, ou tel que décidé à la réunion en question ou lors d'une réunion ultérieure.

La Société sera engagée par la signature conjointe de deux gérants. Dans tous les cas, la Société sera valablement engagée par la signature individuelle de toute(s) personne(s) à qui de tels pouvoirs de signature auront été délégués par le conseil de gérance.

Le conseil de gérance peut déléguer ses pouvoirs de gestion journalière des affaires de la Société ainsi que ses pouvoirs visant à accomplir les actes relevant de la politique et de l'objet social de la Société, aux fondés de pouvoir de la Société qui auront tous les pouvoirs pour agir au nom de la Société concernant tout ce qui a trait à la gestion journalière des affaires de la Société et ces comités désignés pour diriger de fait l'activité de la Société. Les comités désignés ne peuvent pas engager la Société envers des tiers. Une telle nomination peut être révoquée à tout moment par le(s) gérant(s). Les fondés de pouvoir ou membres des comités désignés ne doivent pas nécessairement être gérants ou associés de la Société. Les fondés de pouvoirs et les membres des comités désignés nommés, sauf stipulation contraire dans les présents statuts, auront les pouvoirs et les obligations qui leur auront été conférés par les gérants conformément aux lois et réglementations applicables.

Art. 8. Intérêt personnel et responsabilité des gérants. Aucun contrat ou aucune autre transaction conclu(e) entre la Société et une autre société ou entreprise ne sera affecté(e) ou invalidé(e) par le fait qu'un ou que plusieurs gérant(s) ou fondé(s) de pouvoir de la Société aurai(en)t un intérêt dans, ou serai(en)t dirigeant(s), gérant(s), associé(s), fondé(s) de pouvoir ou employé(s) de cette autre société ou entreprise.

Tout gérant ou fondé de pouvoir de la Société, qui est dirigeant, gérant, fondé de pouvoir ou employé d'une société ou entreprise avec laquelle la Société contracterait ou s'engagerait autrement en affaires, ne sera, en raison de sa position dans cette autre société ou entreprise, empêché de délibérer, de voter ou d'agir sur quelque matière que ce soit en rapport avec ce contrat ou cette autre affaire.

Dans le cas où un gérant ou fondé de pouvoir de la Société aurait un intérêt personnel dans une opération de la Société, ce gérant ou fondé de pouvoir devra en informer le conseil de gérance et il ne délibérera et ne prendra pas part au vote sur cette opération, et un rapport devra être fait sur cette opération et l'intérêt de ce gérant ou fondé de pouvoir dans celle-ci à l'assemblée des associés suivante. Le terme «intérêt personnel» tel qu'employé dans la phrase précédente, n'inclut aucun rapport avec ou intérêt dans quelque matière, position ou transaction que ce soit impliquant AllianceBernstein (Luxembourg) S.à r.l. et/ou AllianceBernstein L.P. ou toute filiale ou tout affilié de celle-ci ou toute autre société ou entité déterminée de temps à autre par le conseil de gérance à sa discrétion.

Les gérants ne sont pas tenus personnellement responsables des dettes de la Société. En tant que représentants de la Société, ils sont responsables de l'exécution de leur mandat.

Sous réserve des exceptions et limitations énumérées ci-dessous, toute personne qui est, ou a été, gérant ou fondé de pouvoir de la Société, sera, dans la mesure la plus large permise par la loi, indemnisée par la Société pour toute responsabilité encourue et pour toutes les dépenses raisonnables contractées ou payées par elle dans le cadre d'une demande, action, poursuite ou procédure dans laquelle elle est impliquée en tant que partie ou autrement en vertu de son mandat présent ou passé de gérant ou fondé de pouvoir et pour les sommes payées ou engagées par elle dans le cadre de leur règlement. Les termes «demande», «action», «poursuite» ou «procédure» s'appliqueront à toutes les demandes, actions, poursuites ou procédures (civiles, pénales ou autres, y compris les procédures d'appel) actuelles ou éventuelles et les termes «responsabilité» et «dépenses» comprendront et ce, de manière non limitative, les honoraires d'avocats, frais, jugements, montants payés dans le cadre d'une transaction et toutes autres responsabilités.

Aucune indemnisation ne sera due à un gérant ou fondé de pouvoir:

(i) en cas de mise en cause de sa responsabilité vis-à-vis de la Société ou de ses associés en raison d'un abus de pouvoir, de mauvaise foi, de négligence grave ou absence grave d'attention dans l'exécution des obligations découlant de sa fonction;

(ii) dans le cadre d'une affaire dans laquelle il serait finalement condamné pour avoir agi de mauvaise foi et non dans l'intérêt de la Société; ou

(iii) en cas de transaction, à moins que celle-ci n'ait été approuvée par une juridiction compétente ou par le conseil de gérance.

Le droit à indemnisation prévu par les présentes est divisible, n'affectera aucun autre droit dont un gérant ou fondé de pouvoir pourrait bénéficier actuellement ou ultérieurement, subsistera à l'égard de toute personne ayant cessé d'être gérant ou fondé de pouvoir et bénéficiera aux héritiers, exécuteurs testamentaires et administrateurs de cette personne. Les dispositions des présentes n'affecteront aucun droit à indemnisation dont pourrait bénéficier le personnel de la Société, y compris les dirigeants et fondés de pouvoir, en vertu d'un contrat ou autrement en vertu de la loi.

Les dépenses relatives à la préparation et la représentation d'une défense dans le cadre de toute demande, action, poursuite ou procédure de la nature décrite dans le présent article, seront avancées par la Société avant toute décision définitive sur la question de savoir qui supportera ces dépenses, moyennant l'engagement par ou pour le compte du dirigeant ou fondé de pouvoir de rembourser ce montant s'il est finalement déterminé qu'il n'a pas droit à une indemnisation aux termes du présent article.

Art. 9. Droits de vote des associés. Chaque associé peut participer aux décisions collectives. Chaque associé dispose d'un nombre de voix égal au nombre de parts sociales qu'il possède et peut se faire valablement représenter aux assemblées des associés par l'intermédiaire d'un porteur de procuration spéciale.

Art. 10. Assemblées générales. Les décisions des associés sont prises dans les formes et à la/aux majorité(s) prévues par la loi luxembourgeoise sur les sociétés commerciales, par écrit (dans la mesure où la loi le permet) ou lors d'assemblées. Toute assemblée des associés de la Société régulièrement constituée ou toute résolution écrite valable (le cas échéant) représente l'ensemble des associés de la Société.

Les assemblées seront convoquées par un avis de convocation dans les formes prévues par la loi au moins huit (8) jours avant la date de l'assemblée. Si l'intégralité du capital social de la Société est représentée à une assemblée, l'assemblée peut être tenue sans convocation préalable.

Dans le cas de résolutions écrites, le texte de ces résolutions doit être envoyé aux associés à leur adresse inscrite dans le registre des associés tenu par la Société au moins huit (8) jours avant la date effective proposée des résolutions. Les résolutions prendront effet après approbation de la majorité tel que prévu par la loi en matière de décisions collectives (ou sous réserve du respect des conditions de majorité, à la date y précisée). Les résolutions écrites unanimes peuvent être adoptées à tout moment et ce, sans convocation préalable.

Sauf disposition contraire de la loi, (i) les décisions de l'assemblée générale des associés seront valablement adoptées si elles sont approuvées par les associés représentant plus de la moitié du capital social. Si cette majorité n'est pas atteinte à la première assemblée ou lors de la première résolution écrite, les associés seront convoqués ou consultés une seconde fois, par lettre recommandée, et les décisions seront adoptées à la majorité des voix exprimées, quelle que soit la portion du capital représentée. (ii) Cependant, les décisions portant sur la modification des statuts sont prises par (x) la majorité des associés (y) représentant au moins trois quarts du capital social émis et (iii) les décisions portant sur le changement de nationalité de la Société seront prises par les associés représentant cent pour cent (100 %) du capital social émis.

Art. 11. Exercice social. L'exercice social commence le 1 er janvier de chaque année et se termine le 31 décembre de la même année.

Art. 12. Comptes annuels. Chaque année, le conseil de gérance établit les comptes annuels arrêtés au 31 décembre.

Les comptes annuels sont mis à la disposition des associés au siège social de la Société.

Art. 13. Distributions. Il est prélevé, sur les bénéfices nets, cinq pour cent (5 %) affectés à la constitution d'une réserve légale. Ce prélèvement cesse d'être obligatoire lorsque cette réserve atteint dix pour cent (10 %) du capital social émis de la Société.

Les associés peuvent décider de verser des acomptes sur dividendes sur la base d'un état comptable préparé par le conseil de gérance, duquel il apparaît que des fonds suffisants sont disponibles pour la distribution, étant entendu que le montant à distribuer ne peut excéder le montant des résultats réalisés depuis la fin du dernier exercice comptable augmenté des bénéfices reportés ainsi que des réserves et primes distribuables mais diminué des pertes reportées et des sommes à allouer à une réserve en vertu de la loi.

Le solde peut être distribué aux associés sur décision d'une assemblée générale des associés.

La prime d'émission peut être distribuée aux associés sur décision d'une assemblée générale des associés. L'assemblée générale des associés peut décider d'allouer tout montant issu de la prime d'émission à la réserve légale.

Art. 14. Dissolution. En cas de dissolution de la Société, il sera procédé à la liquidation par les soins d'un ou de plusieurs liquidateur(s), associé(s) ou non, nommé(s) par l'assemblée générale des associés qui fixera leurs pouvoirs et leurs rémunérations.

Art. 15. Associé unique. Lorsque, et aussi longtemps qu'un associé réunit toutes les parts sociales de la Société entre ses seules mains, la Société est une société unipersonnelle au sens de l'article 179 (2) de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (la «Loi de 1915»); dans ce cas, les articles 200-1 et 200-2, entre autres, de la même loi sont applicables.

Art. 16. Droit applicable. Toutes les matières qui ne sont pas régies expressément par les présents statuts seront réglées conformément à la Loi de 1915.

Souscription et paiement

Le souscripteur a souscrit au nombre de parts sociales et a payé en numéraire les montants indiqués ci-après:

Associé fondateur	Capital souscrit	nombre de parts sociales
AllianceBernstein Holdings Limited	12.500 EUR	125
TOTAL	12.500 EUR	125

Preuve de ces paiements a été donnée au notaire soussigné.

Dépenses

Les dépenses, frais, rémunérations et charges, sous quelque forme que ce soit, qui incomberont à la Société en raison de sa constitution, sont estimés à environ EUR 1.500,-.

Disposition transitoire

Le premier exercice social commencera à la date de la constitution de la Société et se terminera le 31 décembre 2015.

Déclarations

Le notaire soussigné déclare que les conditions prévues à l'article 26 de la Loi de 1915 ont été observées.

Assemblée générale extraordinaire

L'associé unique a immédiatement pris les résolutions suivantes:

Première résolution

Le siège social de la Société est fixé au 2-4, rue Eugène Ruppert, L-2453 Luxembourg, Grand-Duché de Luxembourg.

Seconde résolution

Les personnes suivantes sont nommées gérants pour une durée indéterminée:

- James Wallin, Senior Vice President, AllianceBernstein L.P., demeurant professionnellement au 1345 Avenue of the Americas, New York 10105, États-Unis d'Amérique;

- Richard Shamos, Counsel, Vice President, AllianceBernstein L.P., demeurant professionnellement au 1345 Avenue of the Americas, New York 10105, États-Unis d'Amérique;

- Bertrand Reimmel, Counsel, Senior Vice President, AllianceBernstein (Luxembourg) S.à r.l., demeurant professionnellement au 2-4, rue Eugène Ruppert, L-2453 Luxembourg.

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

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

Après lecture du document à la personne comparante, connue du notaire par son nom, prénom, état civil et résidence, ladite personne comparante a signé le présent acte original avec Nous, notaire.

Signé: J.-T. PRADILLON et H. HELLINCKX.

Enregistré à Luxembourg Actes Civils 1, le 5 juin 2015. Relation: 1LAC/2015/17558. Reçu soixante-quinze euros 75.- EUR.

Le Receveur ff. (signé): C. FRISING.

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

Luxembourg, le 10 juin 2015.

Référence de publication: 2015087696/440.

(150100466) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juin 2015.

Lakefield UCITS-SICAV, Société d'Investissement à Capital Variable,

(anc. Lakefield SIF-SICAV).

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

R.C.S. Luxembourg B 160.853.

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In the year two thousand and fifteen, on the tenth day of July.

Before Us, Maître Cosita DELVAUX, notary, residing in Luxembourg, Grand Duchy of Luxembourg.

was held

an extraordinary general meeting of the shareholders (the Meeting) of Lakefield SIF-SICAV (the Company), an investment company with variable capital (société d'investissement à capital variable - SICAV) incorporated as a public limited liability company (société anonyme) subject to the Luxembourg act dated 13 February 2007 on specialised investment funds, as amended (the 2007 Act), having its registered office at, 2, avenue de Charles de Gaulle, L-1653 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B160853 and incorporated pursuant to a deed of Maître Paul Decker, notary residing then in Luxembourg, of 28 April 2011, published in the Mémorial, Recueil des Sociétés et Associations C-N°1726 on 29 July 2011. The articles of incorporation of the Company have not been amended since the Company's incorporation (the Articles).

The Meeting is opened at 11.00 a.m. with Pascal SCHILTZ, director, residing in Luxembourg as chairman. The chairman appoints Chantal VALET, manager, residing in Luxembourg as secretary of the Meeting. The Meeting elects Pascal SCHILTZ, director, residing in Luxembourg as scrutineer of the Meeting. The chairman, the secretary and the scrutineer are collectively referred to hereafter as the Members of the Bureau or the Bureau.

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

1. that the present extraordinary general meeting has been convened by registered letters to the holders of shares, all in registered form, on the tenth of June 2015 as was certified to the undersigned notary, as it appears from the copies presented to the bureau of the extraordinary general meeting;

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

3. it appears from the attendance list that out of 329.470,184 shares without par value, 215.207 shares are present or duly represented at the Meeting, representing 65,31% of the share capital of the Company. The Meeting is thus regularly constituted and can validly deliberate on all the items on the agenda, set out below; and

4. the agenda of the Meeting is the following:

(1) Acknowledgement and approval that all the resolutions under items 2 to 10 below will, given their reciprocal interdependence, be conditional upon each of such resolutions being approved by a two thirds majority of the votes cast at the Meeting and that, if, for any reason, any of the resolutions under items 2 to 10 below is not approved at such two thirds majority requirement, all resolutions (even those that would have previously been approved at the required majority) will not become effective and the Meeting will not proceed to the vote on any further point on the agenda.

(2) Conversion of the Company into an investment company with variable capital (société d'investissement à capital variable à compartiments multiples - SICAV) with multiple sub-funds organised under part I of the Luxembourg act dated 17 December 2010 relating to undertakings for collective investment, as amended (the 2010 Act), under the name "Lakefield UCITSSICAV".

(3) Amendment and replacement of article 4 of the Articles further to the second resolution below by a new article 4 "Object of the Company" to modify the corporate object of the Company so as to read as follows:

" **Art. 4. Object of the company** ".

"4.1 The exclusive purpose of the Company is to invest the assets of the Company in Transferable Securities (as defined in article 19.4(a)) and other assets permitted by law in accordance with the principle of risk diversification, within the limits of the investment policies and restrictions determined by the Board pursuant to article 19 hereof, and with the objective of paying out to Shareholders the profits resulting from the management of the assets of the Company, either through distributions or through accumulation of income in the Company.

4.2 The Company may take any measures and execute any transactions that it considers expedient with regard to the fulfilment and implementation of the object of the Company to the full extent permitted by Part I of the act dated 17 December 2010 on undertakings for collective investment, as may be amended from time to time (the 2010 Act)." (4) Amendment, restatement and renumbering of the Articles in their entirety so as to reflect the second and third resolutions below.

(5) Acknowledgement that the shares of each of the existing classes of shares within the sub-fund Lakefield SIF-SICAV - Dynamic Global Bond will be converted into shares of the corresponding class of shares within the sub-fund Lakefield UCITS-SICAV - Dynamic Global Bond, each with a net asset value of 100 (in EUR, USD or CHF depending on the relevant reference currency) per share as of the date of the these resolutions and based on an exchange ratio equal to the prevailing net asset value of the relevant shares of the relevant class divided by 100 as at the date of these resolutions.

(6) Acknowledgement that as a result of the conversion of the Company, audited annual reports of the Company will be published within four months following the end of the accounting year.

(7) Acknowledgement that as a result of the conversion of the Company, the annual general meeting of the shareholders in the Company will be held at the registered office of the Company or on the place specified in the convening notice on the fourth Monday of July at 10.00am (Luxembourg time), provided that if such date is not a business day, the annual general meeting will occur on the immediately preceding business day.

(8) Approval and decision that, (a) notwithstanding the terms of the restated Articles as per resolution (4) above, the annual general meeting of the shareholders of the Company for the financial year ended 31 March 2015 will be held on 30 September 2015 at 11am at the registered office of the Company or such other place in the Grand Duchy of Luxembourg, as may be specified in the notice of meeting, provided that if the aforementioned day is a bank business holiday or a public holiday in Luxembourg, the ordinary annual general meeting will be held on the next Luxembourg banking business day. In this context, "bank business day" refers to the normal bank business days (i.e. each day on which banks are open during normal business hours) in Luxembourg, with the exception of individual, non-statutory rest days and (b) that, in respect of any further financial year (including the current financial year) of the Company, the annual general meeting of the shareholders of the Company will be held in accordance with the terms of the restated Articles as per resolution (4) above.

(9) Decision to transfer the registered office of the Company to the following address: 12, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg.

(10) Decision that in accordance with article 26(2) of the 2010 Act, the Articles be drawn up in English language only, without being followed by a translation into an official language of the Grand Duchy of Luxembourg (Luxembourg).

(11) Decision to appoint PricewaterhouseCoopers, Société cooperative, having its registered office at 2, rue Gerhard Mercator, L-2182 Luxembourg, Grand Duchy of Luxembourg, as external auditor of the Company (the Auditor) for a period ending on the date of the annual general meeting to be held in 2016.

(12) Miscellaneous.

5. After deliberation, the Meeting passed the following resolutions:

First resolution

The Meeting acknowledges and approves that all the resolutions below will, given their reciprocal interdependence, be conditional upon each of such resolutions being approved by a two thirds majority of the votes cast at the Meeting and that, if, for any reason, any of these resolutions below is not approved at such two thirds majority requirement, all resolutions (even those that would have previously been approved at the required majority) will not become effective and the Meeting will not proceed to the vote on any further point on the agenda.

Second resolution

The Meeting resolves to convert the Company into an investment company with variable capital (société d'investissement à capital variable) with multiple sub-funds organised under part I of the 2010 Act under the name "Lakefield UCITS - SICAV".

Third resolution

The Meeting resolves to amend and replace article 4 of the Articles further to the resolutions above by a new article 4 "Object of the Company" to modify the corporate object of the Company so as to read as follows:

" **4. Art. 4. Object of the company.**

4.1 The exclusive purpose of the Company is to invest the assets of the Company in Transferable Securities (as defined in article 19.4(a)) and other assets permitted by law in accordance with the principle of risk diversification, within the limits of the investment policies and restrictions determined by the Board pursuant to article 19 hereof, and with the objective of paying out to Shareholders the profits resulting from the management of the assets of the Company, either through distributions or through accumulation of income in the Company.

4.2 The Company may take any measures and execute any transactions that it considers expedient with regard to the fulfilment and implementation of the object of the Company to the full extent permitted by Part I of the act dated 17 December 2010 on undertakings for collective investment, as may be amended from time to time (the 2010 Act)."

Fourth resolution

The Meeting resolves to amend, restate and renumber the Articles in their entirety so as to reflect the second, third and fourth resolutions above. As a consequence of such changes, the Articles will read as follows:

1. Art. 1. Name.

1.1 There is hereby formed among the subscribers, and all other persons who will become owners of the shares hereafter created, an investment company with variable capital (société d'investissement à capital variable) in the form of a public limited liability company (société anonyme) under the name "Lakefield UCITS - SICAV" (the Company).

1.2 Any reference to shareholders of the Company (Shareholders) in the articles of incorporation of the Company (the Articles) will be a reference to 1 (one) Shareholder as long as the Company will have 1 (one) Shareholder.

2. Art. 2. Registered office.

2.1 The registered office of the Company is established in Luxembourg-City, Grand Duchy of Luxembourg. It may be transferred to any other place within the Grand Duchy of Luxembourg by a resolution of the general meeting of Shareholders of the Company (the General Meeting), deliberating in the manner provided for amendments to the Articles or by the board of directors of the Company (the Board) if and to the extent permitted by law. It may be transferred within the boundaries of the municipality by a resolution of the Board.

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

2.3 If extraordinary events of political, economic or social nature, likely to impair the normal activity at the registered office or the easy communication between that office and foreign countries, occur or are imminent, the registered office may be provisionally transferred abroad until such time as circumstances have completely returned to normal. Such a transfer will have no effect on the nationality of the Company, which will remain a Luxembourg company. The declaration of the provisional transfer abroad of the registered office will be made and brought to the attention of third parties by the officer of the Company best placed to do so in the circumstances.

3. Art. 3. Duration. The Company is established for an unlimited duration.

4. Art. 4. Object of the company.

4.1 The exclusive purpose of the Company is to invest the assets of the Company in Transferable Securities (as defined in article 19.4(a)) and other assets permitted by law in accordance with the principle of risk diversification, within the limits of the investment policies and restrictions determined by the Board pursuant to article 19 hereof, and with the objective of paying out to Shareholders the profits resulting from the management of the assets of the Company, either through distributions or through accumulation of income in the Company.

4.2 The Company may take any measures and execute any transactions that it considers expedient with regard to the fulfilment and implementation of the object of the Company to the full extent permitted by Part I of the act dated 17 December 2010 on undertakings for collective investment, as may be amended from time to time (the 2010 Act).

5. Art. 5. Share capital, Classes.

5.1 The capital of the Company will at all times be equal to the total net assets of the Company and will be represented by fully paid-up shares of no par value.

5.2 The minimum capital, as provided by law, must be at all times at least equivalent to EUR1,250,000 (one million two hundred and fifty thousand euro) which amount has to be reached within a period of six (6) months as from the

authorisation of the Company by the Luxembourg supervisory authority to operate as undertaking for collective investment (UCI) subject to part I of the 2010 Act, being provided that shares of a Target Sub-fund held by an Investing Sub-fund (as defined in article 19.10 below) will not be taken into account for the purpose of the calculation of the EUR1,250,000 minimum capital requirement. Upon the decision of the Board, the shares issued in accordance with these Articles may be of more than one Class (as defined in article 5.5 below). The proceeds from the issue of shares of a Class, less a sales commission (sales charge) (if any), are invested in Transferable Securities (as defined in article 19.4(a)) of all types and other legally permissible assets in accordance with the investment policy as set forth by the Board and taking into account investment restrictions imposed by law.

5.3 The initial capital of the Company was of EUR31,000 (thirty-one thousand euros) and was divided into 310 (three hundred and ten) shares of no par value.

5.4 The Company has an umbrella structure, each sub-fund corresponding to a distinct part of the assets and liabilities of the Company (a Sub-fund) as defined in article 181 of the 2010 Act, and that is formed for one or more Classes (as defined under article 5.5 below) of the type described in these Articles. Each Sub-fund will be invested in accordance with the investment objective and policy applicable to that Sub-fund, the investment objective, policy, as well as the risk profile and other specific features of each Sub-fund are set forth in the prospectus of the Company (the Prospectus). 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 Board 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 fee structures, distribution, marketing targets, currency or other specific features, including special rights as regards the appointment of directors in accordance with article 13 of these Articles. A separate NAV (as defined in article 11 below) per share, which may differ as a consequence of these variable factors, will be calculated for each Class.

5.6 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 Prospectus will be updated, if necessary.

5.7 The Company is one single legal entity. However, the rights of the Shareholders 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 Shareholder 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 will be no cross liability between Sub-funds, in derogation of article 2093 of the Luxembourg Civil Code.

5.8 The Board may create each Sub-fund for an unlimited or limited period of time; in the latter case, the Board may, at the expiration of the initial period of time, extend the duration of that Sub-fund one or more times. At the expiration of the duration of a Sub-fund, the Company will redeem all the shares in the Class(es) of that Sub-fund, in accordance with article 8 of these Articles, irrespective of the provisions of article 23 of these Articles. 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 Prospectus indicates the duration of each Sub-fund and, if applicable, any extension of its duration.

5.9 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 Classes of all Sub-funds.

6. Art. 6. Shares.

6.1 The Company may, upon decision of the Board, issue shares in registered form or in dematerialised form on such terms and conditions as the Board will prescribe. Dematerialised shares are shares exclusively issued by book entry in an issue account (compte d'émission), held by an authorised central account holder or an authorised settlement system designated by the Company and disclosed in the Prospectus.

6.2 All registered shares issued by the Company are entered in the register of Shareholders, which is kept by the Company or by one or more persons designated by the Company. This register contains the names of the owners of registered shares, their permanent residence or elected domicile as indicated to the Company, and the number of registered shares held by them.

6.3 The entry of the Shareholder's name in the register of shares evidences the Shareholder's right of ownership to such registered shares. The Company decides whether a certificate for such entry is delivered to the Shareholder or whether the Shareholder receives a written confirmation of its shareholding.

6.4 Shareholders entitled to receive registered shares must provide the Company with an address to which all notices and announcements may be sent. This 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 have a notice to this effect entered into the register of Shareholders. The Shareholder's address will be deemed to be at the registered office of the Company, or at such other address as may be determined by the Company from time to time, until another address is provided to the Company by that Shareholder. A Shareholder may, at any time, change the address entered in the register of Shareholders

by means of a written notification to the registered office of the Company or to such other address as may be determined by the Company from time to time.

6.6 Holders of dematerialised shares must provide, or must ensure that registrar agents shall provide, the Company with information for identification purposes of the holders of such shares in accordance with applicable laws. If on a specific request of the Company, the holder of dematerialised shares does not furnish the requested information, or furnishes incomplete or erroneous information within a time period provided for by law or determined by the Board at its discretion, the Board may decide to suspend voting rights attached to all or part of the dematerialised shares held by the relevant person until satisfactory information is received.

6.7 If a Shareholder can prove to the satisfaction of the Company that his share certificate has been lost, damaged or destroyed, then, at the Shareholder's request, a duplicate share certificate may be issued under such conditions and guarantees as the Company may determine, including but not restricted to a bond issued by an insurance company. With the issuance of the new share certificate, which will be marked as a duplicate, the original share certificate being replaced will become void.

6.8 Damaged share certificates may be cancelled by the Company and replaced by new certificates.

6.9 The Company may, at its discretion, charge the costs of a duplicate or of a new share certificate and all reasonable expenses incurred by the Company in connection with the issue and registration thereof or in connection with the cancellation of the original share certificate, to the Shareholder.

6.10 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 will apply in the case of conflict between an usufruct holder (usufruitier) and a bare owner (nu-propriétaire) 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.

6.11 The Company may decide to issue fractional shares. Such fractional shares do not carry voting rights, except where their number is so 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.

6.12 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 Prospectus.

6.13 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 Board 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 The Board may impose restrictions on the frequency at which shares of a certain Class are issued; the Board may, in particular, decide that shares of a particular Class will only be issued during one or more subscription periods or at such other intervals as provided for in the Prospectus and the Board may decide not to issue any further shares of a particular Class in its entire discretion.

7.3 Shares in Sub-funds will be issued at the subscription price. The subscription price for shares of a particular Class of a Sub-fund corresponds to the NAV per share of the respective Class (see articles 11 and 12 below) plus any subscription fee, if applicable. Additional fees may be incurred if distributors and paying agents are involved in a transaction. The relevant subscription 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 Board.

7.4 A process determined by the Board and described in the Prospectus will govern the chronology of the issue of shares in a Sub-fund.

7.5 The subscription price is payable within a period determined by the Board, which may not exceed seven (7) business days from the relevant valuation day (the Valuation Day), determined on every such day on which the NAV per share for a given Class or Sub-fund is calculated (the NAV Calculation Day).

7.6 The Board may confer the authority upon any of its members, any managing director, officer or other duly authorised representative to accept subscription applications, to receive payments for newly issued shares and to deliver these shares.

7.7 Subject to the terms Prospectus, the Company can accept subscriptions through contributions in kind of assets to a Sub-fund in lieu of cash.

7.8 Applications for subscription are irrevocable, except - for the duration of such suspension - when the calculation of the NAV has been suspended in accordance with article 12 of these Articles.

8. Art. 8. Redemption of shares.

8.1 Any Shareholder may request redemption of all or part of his/her/its shares from the Company, pursuant to the conditions and procedures set forth by the Board in the Prospectus and within the limits provided by law and these Articles.

8.2 Subject to the provisions of article 12 of these Articles and this article 8, the redemption price per share will be paid within a period determined by the Board which may not exceed seven (7) business days from the relevant NAV Calculation Day, as determined in accordance with the current policy of the Board, provided that any share certificates issued and any other transfer documents have been received by the Company.

8.3 The redemption price per share for shares of a particular Class of a Sub-fund corresponds to the NAV per share of the respective Class adjusted, as the case may be, in accordance with the price adjustment policy as described in the Prospectus, less any redemption fee, 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 Board.

8.4 A process determined by the Board and described in the Prospectus will govern the chronology of the redemption of shares in a Sub-fund.

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 below the minimum number or value that is then determined by the Board in the Prospectus, the Company may decide to treat such an application as an application for redemption of all of that Shareholder's shares in the given Class.

8.6 If, in addition, on a Valuation Day or at some time during a Valuation Day, redemption applications as defined in this article and conversion applications as defined in article 9 of these Articles exceed a certain level set by the Board in relation to the shares of a given Class, the Board may resolve to reduce proportionally part or all of the redemption and conversion applications for a certain time period and in the manner deemed necessary by the Board, in the best interest of the Company. The portion of the non-proceeded redemptions will then be proceeded by priority on the Valuation Day following this period, these redemption and conversion applications will be given priority and dealt with ahead of other applications (but subject always to the foregoing limit).

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 11 below) 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.

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 12 of these Articles, when the calculation of the NAV has been suspended or when redemption has been suspended as provided for in this article.

8.10 The Company may redeem shares of any Shareholder if:

(a) any of the representations given by the Shareholder to the Company were not true and accurate or have ceased to be true and accurate; or

(b) the Shareholder is a Restricted Person (as defined in article 10 below); or

(c) that the continuing ownership of shares by the Shareholder would cause an undue risk of adverse tax consequences to the Company or any of its Shareholders; or

(d) the continuing ownership of shares by such Shareholder may be prejudicial to the Company or any of its Shareholders; or

(e) further to the satisfaction of a redemption request received by a Shareholders, the number or aggregate amount of shares of the relevant Class held by this Shareholder is less than the minimum holding amount as is stipulated in the Prospectus.

9. Art. 9. Conversion of shares.

9.1 A Shareholder may convert shares of a particular Class of a Sub-fund held in whole or in part into shares of the corresponding Class of another Sub-fund in accordance with the provisions of the Prospectus; conversions from shares of one Class of a Sub-fund to shares of another Class of either the same or a different Sub-fund are also permitted, except otherwise decided by the Board.

9.2 The Board may make the conversion of shares dependent upon additional conditions.

9.3 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. The conversion ratio will be calculated on the basis of the NAV per share of the respective Class; 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 Board. The Board may determine that

balances of less than a reasonable amount to be set by the Board, resulting from conversions will not be paid out to Shareholders.

9.4 As a rule, both the redemption and the acquisition parts of the conversion application should be calculated on the basis of the values prevailing on one and the same Valuation Day. If there are different order acceptance deadlines for the Sub-funds in question, the calculation may deviate from this, in particular depending on the sales channel. In particular either:

(a) the sales part may be calculated in accordance with the general rules on the redemption of shares (which may be older than the general rules on the issue of shares), while the purchase part would be calculated in accordance with the general (newer) rules on the issue of shares; or

(b) the sales part is not calculated until a time later in relation to the general rules on share redemption together with the purchase part calculated in accordance with the newer (in relation to the sales part) rules on the issue of shares.

9.5 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.

9.6 All applications for the conversion of shares are irrevocable, except - in each case for the duration of the suspension - in accordance with article 12 of these Articles, when the calculation of the NAV of the shares to be redeemed has been suspended or when redemption of the shares to be redeemed has been suspended as provided for in article 8 above. If the calculation of the NAV of the shares to be acquired is suspended after the shares to be converted have already been redeemed, only the acquisition part of the conversion application can be revoked during this suspension.

9.7 If, in addition, on a Valuation Day or at some time during a Valuation Day redemption applications as defined in article 8 of these Articles and conversion applications as defined in this article exceed a certain level set by the Board in relation to the shares issued in the Class, the Board may resolve to reduce proportionally part or all of the redemption and conversion applications for a certain period of time and in the manner deemed necessary by the Board, in the best interest of the Company. The portion of the non-proceeded redemptions will then be proceeded by priority on the Valuation Day following this period, these redemption and conversion applications will be given priority and dealt with ahead of other applications (but subject always to the foregoing limit).

9.8 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 to be applicable - determined by the Board in the Prospectus, 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 remains unaffected by any additional redemption of shares.

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

10. Art. 10. Restrictions on ownership of shares - Transfer of shares.

10.1 The Company may restrict or prevent the ownership of shares in the Company by any individual or legal entity, if

(a) such person would not comply with the eligibility criteria of a given Class or Sub-fund;

(b) a holding by such person would cause or is likely to cause the Company or its Shareholders some pecuniary, tax or regulatory disadvantage;

(c) such person is a US Person or is acting for or on behalf of a US Person (as such term is defined in the Prospectus); or if

(d) a holding by such person would cause or is likely to cause the Company to be in breach of the law or requirements of any country or governmental authority applicable to the Company;

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

10.2 For such purposes the Company may:

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

(b) at any time require any person whose name is entered in the register of Shareholders or who seeks to register the transfer of shares in the register of Shareholders to furnish the Company with any information, supported by affidavit, which it may consider necessary for the purpose of determining whether or not beneficial ownership of such Shareholder's shares rests with a Restricted Person, or whether such registration will result in beneficial ownership of such shares by a Restricted Person; and

(c) decline to accept the vote of any Restricted Person at the General Meeting; and

(d) instruct a Shareholder to sell his/her/its shares and to demonstrate to the Company that this sale was made within ten (10) business days (or such other period set in the Prospectus) of the sending of the relevant notice if the Company determines that a Restricted Person is the sole beneficial owner or is the beneficial owner together with other persons.

10.3 If the investor does not comply with the relevant notice, the Company may, in accordance with the procedure described below, compulsorily redeem all shares held by such a Shareholder or have this redemption carried out:

(a) The Company provides a second notice (Purchase Notice) to the investor or the owner of the shares to be redeemed, in accordance with the entry in the register of Shareholders; this Purchase Notice designates the shares to be redeemed, the procedure under which the redemption price is calculated and the name of the acquirer.

(b) Such Purchase Notice will be sent by registered mail to the last known address or to the address listed in the Company's books. This Purchase Notice obliges the investor in question to send the share certificate or share certificates that represent the shares to the Company in accordance with the information in the Purchase Notice.

(c) Immediately upon close of business on the date designated in the Purchase Notice, the Shareholder's ownership of the shares which are designated in the Purchase Notice ends. For registered shares and dematerialised shares, the name of the Shareholder is deleted from the register of Shareholders.

(d) The price at which these shares are acquired (Sales Price) corresponds to an amount determined on the basis of the share value of the corresponding Class on a Valuation Day, or at some time during a Valuation Day, as determined by the Board, less any redemption fees incurred, if applicable. The purchase price is, less any redemption fees incurred, if applicable, the lesser of the share value calculated before the date of the Purchase Notice and the share value calculated on the day immediately following submission of the share certificate(s).

(e) The purchase price will be made available to the previous owner of these shares in the currency determined by the Board for the payment of the redemption price of the corresponding Class and deposited by the Company at a bank in Luxembourg or elsewhere (corresponding to the information in the Purchase Notice) after the final determination of the purchase price following the return of the share certificate(s) as designated in the Purchase Notice and their corresponding coupons that are not yet due. After the Purchase Notice has been provided and in accordance with the procedure outlined above, the previous owner no longer has any claim related to all or any of these shares and the previous owner also has no further claim against the Company or the Company's assets in connection with these shares, with the exception of the right to receive payment of the purchase price without interest from the named bank after actual delivery of the share certificate (s). All income from redemptions to which Shareholders are entitled in accordance with the provisions of this paragraph may no longer be claimed and is forfeited as regards the respective Class(es) unless such income is claimed within a period of five years after the date indicated in the Purchase Notice. The Board is authorised to take all necessary steps to return these amounts and to authorise the implementation of corresponding measures for the Company.

(f) 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 Notice, provided that the Company exercised the above-named powers in good faith.

10.4 Restricted Persons as defined in these Articles are neither persons who subscribe shares for the duration of their shareholding in connection with the formation of the Company nor securities dealers who subscribe shares in the Company for distribution.

10.5 The Company may decline to register a transfer of shares:

(a) if in the opinion of the Company, the transfer will be unlawful or will result or be likely to result in any adverse regulatory, tax (including, as the case may be, under FATCA (as defined in the Prospectus) or fiscal consequences to the Company or its Shareholders; or

(b) if the transferee is a US Person (as defined in the Prospectus) or is acting for or on behalf of a US Person; or

(c) if the transferee is a Restricted Person or is acting for or on behalf of a Restricted Person; or

(d) in relation to Classes reserved for subscription by institutional investors, if the transferee is not an institutional investor; or

(e) in circumstances where an investor engages in market trading or late trading activities;

(f) if in the opinion of the Company, the transfer of the shares would lead to the shares being registered in a depositary or clearing system in which the shares could be further transferred otherwise than in accordance with the terms of the Prospectus or these Articles; or

(g) in such additional circumstances as set out in the Prospectus.

11. Art. 11. Calculation of net asset value per share.

11.1 The Company, each Sub-fund and each Class in a Sub-fund have a net asset value (NAV) determined in accordance with these Articles. The reference currency of the Company is the currency of the United States of America (USD). The NAV of each Sub-fund and Class will be calculated in the reference currency of the Sub-fund or Class, as it is stipulated in the Prospectus, and will be determined by the administrative agent of the Company (the Administrative Agent) for each Valuation Day on each NAV Calculation Day as stipulated in the Prospectus, by calculating the aggregate of:

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

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

11.2 The NAV per share for a Valuation Day will be calculated in the reference currency of the relevant Sub-fund and will be calculated by the Administrative Agent as at the NAV Calculation Day of the relevant Sub-fund by dividing the NAV of the relevant Sub-fund by the number of shares which are in issue on the Valuation Day corresponding to such NAV Calculation Day in the relevant Sub-fund (including shares in relation to which a Shareholder has requested redemption on such Valuation Day in relation to such NAV Calculation Day). The Net Asset Value will be calculated up to five decimal place, provided that the Administrative Agent can apply its own rounding policy to such calculation.

11.3 If the Sub-fund has more than one Class in issue, the Administrative Agent will calculate the NAV per share of each Class for a Valuation Day by dividing the portion of the NAV of the relevant Sub-fund attributable to a particular Class by the number of shares of such Class in the relevant Sub-fund which are in issue on the Valuation Day corresponding to such NAV Calculation Day (including shares in relation to which a Shareholder has requested redemption on the Valuation Day in relation to such NAV Calculation Day).

11.4 The NAV per share may be rounded up or down to the nearest whole hundredth share of the currency in which the NAV of the relevant shares are calculated.

11.5 The assets of the Company will be valued as follows:

(a) Transferable Securities (as defined in article 19.4(a)) or Money Market Instruments (as defined in article 19.4(a)) quoted or traded on an official stock exchange, a regulated market as defined in the Council Directive 2004/39/EEC dated 21 April 2004 on markets in financial instruments or any other market established in the European Economic Area which is regulated, operates regularly and is recognised and open to the public (a Regulated Market) or any Other Regulated Market (as defined below), are valued on the basis of the last known price, and, if the securities or money market instruments are listed on several stock exchanges, Regulated Markets or any Other Regulated Market, the last known price of the stock exchange which is the principal market for the security or Money Market Instrument in question, unless these prices are not representative.

(b) For Transferable Securities or Money Market Instruments not quoted or traded on an official stock exchange, Regulated Market or any Other Regulated Market, and for quoted Transferable Securities or Money Market Instruments, but for which the last known price as of the relevant Valuation Day is not representative, valuation is based on the probable sales price estimated prudently and in good faith by the Board.

(c) Units and shares issued by undertakings for collective investment in transferable securities (UCITS) or other UCIs will be valued at their last available net asset value.

(d) The liquidating value of futures, forward or options contracts that are not traded on exchanges, Regulated Markets or any Other Regulated Market will be determined pursuant to the policies established in good faith by the Board, on a basis consistently applied. The liquidating value of futures, forward or options contracts traded on exchanges, Regulated Markets or any Other Regulated Market will be based upon the last available settlement prices of these contracts on exchanges and Regulated Markets on which the particular futures, forward or options contracts are traded; provided that if a futures, forward or options contract could not be liquidated on such business day with respect to which a NAV is being determined, then the basis for determining the liquidating value of such contract will be such value as the Board may, in good faith and pursuant to verifiable valuation procedures, deem fair and reasonable.

(e) Liquid assets and Money Market Instruments with a maturity of less than 12 months may be valued at nominal value plus any accrued interest or using an amortised cost method (it being understood that the method which is more likely to represent the fair market value will be retained). This amortised cost method may result in periods during which the value deviates from the price the relevant Sub-fund would receive if it sold the investment. The Board may, from time to time, assess this method of valuation and recommend changes, where necessary, to ensure that such assets will be valued at their fair value as determined in good faith pursuant to procedures established by the Board. If the Board believes that a deviation from the amortised cost may result in material dilution or other unfair results to Shareholders, the Board will take such corrective action, if any, as it deems appropriate, to eliminate or reduce, to the extent reasonably practicable, the dilution or unfair results.

(f) The swap transactions will be consistently valued based on a calculation of the net present value of their expected cash flows. For certain Sub-funds using over-the-counter financial derivative instruments (OTC Derivative) as part of their main investment policy, the valuation method of the OTC Derivative will be further specified in the Prospectus.

(g) Accrued interest on securities will be taken into account if it is not reflected in the share price.

(h) Cash will be valued at nominal value, plus accrued interest.

(i) All assets denominated in a currency other than the reference currency of the respective Sub-fund/Class will be converted at the applicable Bloomberg tickers foreign exchanges rate as of the relevant Valuation Day between the reference currency and the currency of denomination.

(j) All other securities and other permissible assets as well as any of the above mentioned assets for which the valuation in accordance with the above sub-paragraphs would not be possible or practicable, or would not be representative of their probable realisation value, will be valued at probable realisation value, as determined with care and in good faith pursuant to procedures established by the Board.

11.6 For the purpose of these Articles, Other Regulated Market refers to a market which is regulated, operates regularly and is recognised and open to the public, namely a market (i) that meets the following cumulative criteria: liquidity;

multilateral order matching (general matching of bid and ask prices in order to establish a single price); transparency (the circulation of complete information in order to give clients the possibility of tracking trades, thereby ensuring that their orders are executed on current conditions); (ii) on which the securities are dealt in at a certain fixed frequency; (iii) which is recognised by a state or by a public authority which has been delegated by that state or by that public authority such as a professional association; and (iv) on which the securities dealt are accessible to the public.

11.7 The allocation of assets and liabilities of the Company between Sub-funds (and within each Sub-fund between the different Classes) will be effected so that:

(a) the subscription price received by the Company on the issue of shares, and reductions in the value of the Company as a consequence of the redemption of shares, will be attributed to the Sub-fund (and within that Sub-fund, the Class) to which the relevant shares belong;

(b) assets acquired by the Company upon the investment of the subscription proceeds and income and capital appreciation in relation to such investments which relate to a specific Sub-fund (and within a Sub-fund, to a specific Class) will be attributed to such Sub-fund (or Class in the Sub-fund);

(c) assets disposed of by the Company as a consequence of the redemption of shares and liabilities, expenses and capital depreciation relating to investments made by the Company and other operations of the Company, which relate to a specific Sub-fund (and within a Sub-fund, to a specific Class) will be attributed to such Sub-fund (or Class in the Sub-fund);

(d) where the use of foreign exchange transactions, instruments or financial techniques relates to a specific Sub-fund (and within a Sub-fund, to a specific Class) the consequences of their use will be attributed to such Sub-fund (or Class in the Sub-fund);

(e) where assets, income, capital appreciations, liabilities, expenses, capital depreciations or the use of foreign exchange transactions, instruments or techniques relate to more than one Sub-fund (or within a Sub-fund, to more than one Class), they will be attributed to such Sub-funds (or Classes, as the case may be) in proportion to the extent to which they are attributable to each such Sub-fund (or each such Class);

(f) where assets, income, capital appreciations, liabilities, expenses, capital depreciations or the use of foreign exchange transactions, instruments or techniques cannot be attributed to a particular Sub-fund they will be divided equally between all Sub-funds or, in so far as is justified by the amounts, will be attributed in proportion to the relative NAV of the Sub-funds (or Classes in the Sub-fund) if the Board, in its sole discretion, determines that this is the most appropriate method of attribution; and

(g) upon payment of dividends to the Shareholders of a Sub-fund (and within a Sub-fund, to a specific Class) the net assets of this Sub-fund (or Class in the Sub-fund) are reduced by the amount of such dividend.

11.8 The assets of the Company will include:

(a) all cash on hand or receivable or on deposit, including accrued interest;

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

(c) all securities, shares, bonds, debentures, swaps, options or subscription rights and any other investments and securities belonging to the Company;

(d) all dividends and distributions due to the Company in cash or in kind to the extent known to the Company provided that the Company may adjust the valuation for fluctuations in the market value of securities due to trading practices such as trading ex-dividend or ex-rights;

(e) all accrued interest on any interest bearing securities held by the Company except to the extent that such interest is comprised in the principal thereof;

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

(g) all other permitted assets of any kind and nature including prepaid expenses.

11.9 The liabilities of the Company will include:

(a) all borrowings, bills and other amounts due;

(b) all administrative expenses due or accrued including but not limited to the costs of its constitution and registration with regulatory authorities, as well as legal, audit, management, custodial, paying agency and corporate and central administration agency fees and expenses, the costs of legal publications, prospectuses, financial reports and other documents made available to Shareholders, translation expenses and generally any other expenses arising from the administration of the Company;

(c) all known liabilities, due or not yet due including all matured contractual obligations for payments of money or property, including the amount of all dividends declared by the Company for which no coupons have been presented and which therefore remain unpaid until the day these dividends revert to the Company by prescription;

(d) any appropriate amount set aside for taxes due on the date of the valuation and any other provisions of reserves; and

(e) any other liabilities of the Company of whatever kind towards third parties.

11.10 General rules

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

(b) the latest NAV per share may be obtained at the registered office of the Company in accordance with the terms of the Prospectus;

(c) for the avoidance of doubt, the provisions of this article 11 are rules for determining the NAV 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;

(d) to mitigate the effect of dilution, the net asset value per share may be adjusted on any Valuation Day in accordance with such policy as described in the Prospectus depending on whether or not a Sub-fund is in a net subscription position or in a net redemption position on such Valuation Day to arrive at the applicable adjusted price;

(e) the NAV per share of each Class in each Sub-fund is made public at the offices of the Company and Administrative Agent. The Company may arrange for the publication of this information in the reference currency of each Sub-fund/Class and any other currency at the discretion of the Company in leading financial newspapers. The Company cannot accept any responsibility for any error or delay in publication or for non-publication of prices;

(f) different valuation rules may be applicable in respect of a specific Sub-fund as further laid down in the Prospectus.

12. Art. 12. Frequency and temporary suspension of the calculation of share value and of the issue, Redemption and conversion of shares.

12.1 The NAV of shares issued by the Company will be determined with respect to the shares relating to each Sub-fund by the Company from time to time, but in no instance less than twice monthly, as the Board may decide.

12.2 During the existence of any state of affairs which, in the opinion of the Board, makes the determination of the NAV of a Sub-fund in the reference currency either not reasonably practical or prejudicial to the Shareholders of the Company, the NAV and the subscription price and redemption price may temporarily be determined in such other currency as the Board may determine.

12.3 The Company may suspend the determination of the NAV and/or the issue and redemption of shares in any Sub-fund or Class and/or the issue of the shares of such Sub-fund or Class to subscribers and/or the redemption of the shares of such Sub-fund or Class from its Shareholders as well as conversions of shares of any Class in a Sub-fund:

(a) when one or more stock exchanges or markets, which provide the basis for valuing a substantial portion of the assets of the Sub-fund or of the relevant Class, or when one or more foreign exchange markets in the currency in which a substantial portion of the assets of the Sub-fund or of the relevant Class are denominated, are closed otherwise than for ordinary holidays or if dealings therein are restricted or suspended;

(b) when, as a result of political, economic, military or monetary events or any circumstances outside the responsibility and the control of the Board, disposal of the assets of the Sub-fund or of the relevant class is not reasonably or normally practicable without being seriously detrimental to the interests of the Shareholders;

(c) in the case of a breakdown in the normal means of communication used for the valuation of any investment of the Sub-fund or of the relevant Class or if, for any reason beyond the responsibility of the Board, the value of any asset of the Sub-fund or of the relevant Class 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 Company are rendered impracticable or if purchases and sales of the Sub-fund's assets cannot be effected at normal rates of exchange;

(e) when the Board so decides, provided that all Shareholders are treated on an equal footing and all relevant laws and regulations are applied (i) upon publication of a notice convening a general meeting of Shareholders of the Company or of a Sub-fund for the purpose of deciding on the liquidation, dissolution, the merger or absorption of the Company or the relevant Sub-fund and (ii) when the Board is empowered to decide on this matter, upon their decision to liquidate, dissolve, merge or absorb the relevant Sub-fund;

(f) in case of the Company's liquidation or in the case a notice of termination has been issued in connection with the liquidation of a Sub-fund or a Class;

(g) where, in the opinion of the Board, circumstances which are beyond the control of the Board make it impracticable or unfair vis-à-vis the Shareholders to continue trading the shares.

12.4 The suspension in respect of a Sub-fund will have no effect on the calculation of the NAV and the issue, redemption and conversion of the shares of any other Sub-fund.

12.5 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 will notify Shareholders requesting redemption and/or conversion of their shares of such suspension.

13. Art. 13. Board of directors.

13.1 The Company will be managed by a Board of at least three (3) directors (including the chairman of the Board). The directors of the Company, either Shareholders or not, are appointed for a term which may not exceed 6 (six) years, by a General Meeting.

13.2 When a legal entity is appointed as a director of the Company (the Legal Entity), the Legal Entity must designate a permanent representative in order to accomplish this task in its name and on its behalf (the Representative). The Representative is subject to the same conditions and obligations, and incurs the same liability as if he was performing this task

for his own account and on his own behalf, without prejudice to the joint liability of him and the Legal Entity. The Legal Entity cannot revoke the Representative unless it simultaneously appoints a new permanent representative.

13.3 Members of the Board are selected by a majority vote of the shares present or represented at the relevant General Meeting.

13.4 Any director may be removed with or without cause or be replaced at any time by resolution adopted by the General Meeting.

13.5 In the event of a vacancy in the office of a member of the Board, the remaining directors may temporarily fill such vacancy; the Shareholders will take a final decision regarding such nomination at their next General Meeting.

14. Art. 14. Board meetings.

14.1 The Board will elect a chairman out of the members of the Board. It may further choose a secretary, either director or not, who will be in charge of keeping the minutes of the meetings of the Board. The Board will meet upon call by the chairman or any two directors, at the place indicated in the notice of meeting.

14.2 The chairman will preside at all General Meetings and all meetings of the Board. In his absence, the General Meeting or, as the case may be, the Board will appoint another member of the Board as chairman pro tempore by vote of the majority in number present in person or by proxy at such meeting.

14.3 Meetings of the Board are convened by the chairman or by any other two members of the Board.

14.4 The directors will be convened separately to each meeting of the Board. Written notice of any meeting of the Board will be given to all directors at least [forty height (48)] hours prior to the date set for such meeting, except in emergencies, in which case the nature of the emergency will be set forth in the notice of meeting. This notice may be waived by consent in writing, by telegram, telex, telefax or other similar means of communication. No separate invitation is necessary for meetings whose date and location have been determined by a prior resolution of the Board.

14.5 The meetings are held at the place, the day and the hour specified in the convening notice.

14.6 Any director may act at any meeting of the Board by appointing in writing or by telefax or telegram or telex another director as his proxy.

14.7 A director may represent more than one of his colleagues, under the condition however that at least two directors are present at the meeting.

14.8 Any director may participate in any meeting of the Board by conference call or by other similar means of communication allowing all the persons taking part in the meeting to hear and speak to one another. The participation in a meeting by these means is equivalent to a participation in person at such meeting and is deemed to be held at the registered office of the Company.

14.9 The Board can validly debate and take decisions only if the majority of its members is present or duly represented.

14.10 The Board may validly deliberate and make decisions only if at least one half of its members is present or represented. Decisions are made by the majority of the votes expressed by the members present or represented. If a member of the Board abstains from voting or does not participate to a vote, this abstention or non-participation are not taken into account in calculating the majority.

14.11 In the case of a tied vote, the chairman will have a casting vote.

14.12 Resolutions signed by all directors will be valid and binding in the same manner as if they were passed at a meeting duly convened and held. Such signatures may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or telefax.

14.13 The decisions of the Board will be recorded in minutes to be inserted in a special register and signed by the chairman or by any two other directors. Any proxies will remain attached thereto.

14.14 Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise will be signed by the chairman or by any two other directors.

14.15 No contract or other transaction between the Company and any other company, firm or other entity will be affected or invalidated by the fact that any one or more of the directors or officers of the Company have a personal interest in, or are a director, associate, officer or employee of such other company, firm or other entity. Any director who is director or officer or employee of any company, firm or other entity with which the Company will contract or otherwise engage in business will not, merely by reason of such affiliation with such other company, firm or other entity be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

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

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

14.18 If, a quorum of the Board cannot be reached due to a conflict of interest, resolutions passed by the required majority of the other members of the Board present or represented at such meeting and voting will be deemed valid.

15. Art. 15. Powers of the board of directors.

15.1 The Board is vested with the broadest powers to perform all acts of disposition and administration within the Company's purpose, in compliance with the investment policy as determined in article 19 of these Articles, to the extent that such powers are not expressly reserved by law or by these Articles to the General Meeting.

15.2 All powers not expressly reserved by law or by these Articles to the General Meeting lie in the competence of the Board.

16. Art. 16. Corporate signature. Vis-à-vis third parties, the Company is validly bound by the joint signature of any two members of the Board or by the joint or single signature of any person(s) to whom authority has been delegated by the Board.

17. Art. 17. Delegation of powers.

17.1 The Board may delegate its powers to conduct the daily management and affairs of the Company and its powers to carry out acts in furtherance of the corporate policy and purpose, to physical persons or corporate entities which need not be members of the Board, acting under the supervision of the Board. The Board may also delegate certain of its powers, authorities and discretions to any committee, consisting of such person or persons (whether a member of members of the Board or not) as it thinks fit, provided that the majority of the members of the committee are directors of the Company and that no meeting of the committee will be quorate for the purpose of exercising any of its powers, authorities or discretions unless a majority of those present are directors of the Company.

17.2 The Board may also confer special powers of attorney by notarial or private proxy.

18. Art. 18. Indemnification.

18.1 The Company may indemnify any director or officer and his heirs, executors and administrators, against expenses reasonably incurred by him in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a director or officer of the Company or, at his or her request, of any other corporation of which the Company is a shareholder or creditor and from which he is not entitled to be indemnified, except in relation to matters as to which he or she will be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct.

18.2 In the event of a settlement, indemnification will be provided only in connection with such matters covered by the settlement as to which the Company is advised by counsel that the person to be indemnified did not commit such a breach of duty.

19. Art. 19. Investment policies and restrictions.

19.1 The Board is vested with the broadest powers to perform all acts of administration and disposition in the Company's interest. All powers not expressly reserved by law or by these Articles to the General Meeting may be exercised by the Board.

19.2 The Board has, in particular, the power to determine the corporate policy. The course of conduct of the management and business affairs of the Company will fall under such investment restrictions as may be imposed by the 2010 Act or be laid down in the laws and regulations of those countries where the shares are offered for sale to the public or as will be adopted from time to time by resolutions of the Board and as will be described in any prospectus relating to the offer of shares.

19.3 The management of the assets of the Sub-funds will be undertaken within the following investment restrictions. A Sub-fund may be subject to different or additional investment restrictions set out in the relevant special section of the Prospectus.

19.4 Subject to compliance with all investment restrictions which apply to UCIs subject to part I of the 2010 Act and the additional investment restrictions set out in the Prospectus, the Company may invest in:

(a) shares in companies and other securities equivalent to shares in companies (shares), bonds and other forms of securities, debt and any other negotiable securities which carry the right to acquire any such transferable securities by subscription or exchange (Transferable Securities);

(b) instruments normally dealt in on the money market which are liquid, and have a value which can be accurately determined at any time (Money Market Instruments);

(c) shares or units of other UCIs, including shares or units of a master fund qualified as a UCITS;

(d) deposits with credit institutions, which are repayable on demand or have the right to be withdrawn and which are maturing in no more than twelve (12) months;

(e) financial derivative instruments; and in

(f) shares issued by one or several other Sub-funds under the conditions provided for by the 2010 Act.

19.5 The Company may purchase Transferable Securities and Money Market Instruments on any Regulated Market of a state of Europe being or not a Member State, of America, Africa, Asia, Australia or Oceania. The Company may also invest in recently issued Transferable Securities and Money Market Instruments, provided that the terms of issue include an undertaking that application will be made for admission to official listing on a Regulated Market and that such admission

be secured within one year of issue. Each Sub-fund may also invest up to 10% of its net assets in other Transferable Securities and Money Market Instruments.

19.6 A Sub-fund may have as objective to replicate the composition of an index of securities or debt securities recognised by the Luxembourg supervisory authority.

19.7 In accordance with the principle of risk spreading, a Sub-fund may invest up to 100% of its net assets in Transferable Securities or Money Market Instruments issued or guaranteed by a Member State, its local authorities, another member state of the OECD, by certain non-OECD Member States (currently, Brazil, Indonesia, Russia, Singapore, Hong-Kong and South-Africa) or public international bodies of which one or more Member States are members if (i) the relevant Sub-fund holds securities belonging to six different issues at least and (ii) the securities belonging to one issue do not represent more than 30% of the net assets of the relevant Sub-fund.

19.8 The Board, acting in the best interest of the Company, may decide, in the manner described in the Prospectus, 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 UCIs and/or their sub-funds; or that (ii) all or part of the assets of two or more Sub-funds be co-managed amongst themselves on a segregated or on a pooled basis.

19.9 Investments of each Sub-fund may be made either directly or indirectly through wholly-owned subsidiaries, as the Board may from time to time decide and as described in the Prospectus. Reference in these Articles to "investments" and "assets" shall mean, as appropriate, either investments made and assets beneficially held directly or investments made and assets beneficially held indirectly through the aforesaid subsidiaries.

19.10 A Sub-fund (the Investing Sub-fund) may invest in one or more other Sub-funds. Any acquisition of shares of another Sub-fund (the Target Sub-fund) by the Investing Sub-fund is subject to the following conditions (and such other conditions as may be applicable in accordance with the terms of the Prospectus):

(a) the Target Sub-fund may not invest in the Investing Sub-fund;

(b) the Target Sub-fund may not invest more than 10% of its net assets in UCITS (including other Sub-funds) or other UCIs;

(c) the voting rights attached to the shares of the Target Sub-fund are suspended during the investment by the Investing Sub-fund;

(d) the value of the share of the Target Sub-fund held by the Investing Sub-fund are not taken into account for the purpose of assessing the compliance with the EUR1,250,000 minimum capital requirement; and

(e) duplication of management, subscription or redemption fees is prohibited.

19.11 The Company may employ techniques and instruments relating to Transferable Securities and Money Market Instruments for hedging or efficient portfolio management purposes.

19.12 Under the conditions set forth in Luxembourg laws and regulations, the Board may, at any time it deems appropriate and to the widest extent permitted by applicable Luxembourg laws and regulations:

(a) create any Sub-fund and/or Class qualifying either as a feeder UCITS or as a master UCITS;

(b) convert any existing Sub-fund and/or Class into a feeder UCITS sub-fund and/or Class or change the master UCITS of any of its feeder UCITS sub-fund and/or Class.

20. Art. 20. Auditor.

20.1 The accounting data reported in the annual report of the Company will be examined by an auditor (réviseur d'entreprises agréé) appointed by the General Meeting and remunerated by the Company.

20.2 The auditor fulfils all duties prescribed by the 2010 Act.

21. Art. 21. General meeting of shareholders of the company.

21.1 The General Meeting represents, when properly constituted, the entire body of Shareholders of the Company. Its resolutions are binding upon all the Shareholders, regardless of the Class held by them. It has the broadest powers to order, carry out or ratify acts relating to the operations of the Company.

21.2 The General Meeting meets when called by the Board. It will be necessary to call a General Meeting within a month whenever a group of Shareholders representing at least one tenth of the subscribed capital requires so by written notice. In such case, the concerned Shareholders must indicate the agenda of the meeting.

21.3 The annual General Meeting will be held at the registered office of the Company or at such other place in the municipality of its registered office as may be specified in the notice of meeting, on the fourth Monday of July at 10:00 am (Luxembourg time). If this day is a legal or banking holiday in Luxembourg, the annual General Meeting will be held on the immediately preceding business day.

21.4 Other General Meetings may be held at such places and times as may be specified in the respective notices of meeting.

21.5 Shareholders meet when called by the Board pursuant to a notice setting forth the agenda sent at least eight days prior to the meeting to each registered Shareholder at the Shareholder's address in the register of Shareholders. It is not necessary to provide proof at the meeting that such notices were actually delivered to registered Shareholders. The agenda

is prepared by the Board, except when the meeting is called on the written request of the Shareholders, in which case the Board may prepare a supplementary agenda.

21.6 If all shares are in registered form and dematerialised form and if no publications are made, notices to Shareholders may be sent by registered mail only.

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

21.8 The Board may determine all other conditions that must be fulfilled by Shareholders in order to attend any meeting of Shareholders. To the extent permitted by law, the convening notice to a General Meeting may provide that the quorum and majority requirements will be assessed against the number of shares issued and outstanding at midnight (Luxembourg time) on the fifth day prior to the relevant meeting (the Record Date) in which case, the right of any Shareholder to participate in the meeting will be determined by reference to his/her/its holding as at the Record Date. In case of dematerialised shares (if issued) the right of a holder of such shares to attend a General Meeting and to exercise the voting rights attached to such shares will be determined by reference to the shares held by this holder as at the time and date provided for by Luxembourg laws and regulations.

21.9 The business transacted at any meeting of the Shareholders will be limited to the matters on the agenda and transactions related to these matters.

21.10 Subject to article 19.10 above, each share of any Class is entitled to one vote, in accordance with Luxembourg law and these Articles. A Shareholder may act at any meeting of Shareholders through a written proxy to another person, who need not be a Shareholder and who may be a member of the Board of the Company.

21.11 Unless otherwise provided by law or herein, resolutions of the General Meeting are passed by a simple majority vote of the Shareholders present or represented.

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 of these Articles apply to such General Meetings.

22.4 Unless otherwise provided for by law or in these Articles, the resolutions of the General Meeting of a Sub-fund or of a Class are passed by a simple majority vote of the Shareholders present or represented.

23. Art. 23. Liquidation of sub-funds or classes.

23.1 In the event that for any reason the net assets of a Sub-fund or of any Class fall below the equivalent of the minimum NAV or if a change in the economic or political environment of the relevant Sub-fund or Class may have material adverse consequences on the Sub-fund or Class's investments, or if an economic rationalisation so requires, the Board may decide to redeem all the shares of the relevant Class(es) at the NAV per share (taking into account actual realisation prices of investments and realisation expenses) calculated as of the day the decision becomes effective. The Company will serve a notice to the holders of the relevant Class(es) at the latest on the effective date for the compulsory redemption, which will indicate the reasons and the procedure for the redemption operations. Registered Shareholders will be notified in writing. Unless it is otherwise decided in the interests of, or to keep equal treatment between the Shareholders, the Shareholders of the Sub-fund or of the Class concerned may continue to request redemption or conversion of their shares free of redemption or conversion charge (but taking into account actual realisation prices of investments and realisation expenses) prior to the date effective for the compulsory redemption.

23.2 Notwithstanding the powers conferred to the Board by the preceding paragraph, the General Meeting of any one or all Classes issued in any Sub-fund will, in any other circumstances, have the power, upon proposal from the Board, to redeem all the shares of the relevant Class(es) and refund to the Shareholders the NAV of their shares (taking into account actual realisation prices of investments and realisation expenses) calculated on the Valuation Day at which such decision will become effective. No quorum will be required at this General Meeting and resolutions will be passed by a simple majority of those present or duly represented and voting at such meeting, provided that the decision does not result in the liquidation of the Company.

23.3 Any amounts unclaimed by the Shareholders at the closing of the liquidation 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 will be forfeited.

23.4 All redeemed shares will be cancelled.

24. Art. 24. Merger of sub-funds or classes.

24.1 In accordance with the provisions of the 2010 Act and of these articles, the Board may decide to merge or consolidate the Company with, or transfer substantially all or part of the Company's assets to, or acquire substantially all the assets of, another UCITS established in Luxembourg or another EU Member State. For the purpose of this article, the term UCITS also refers to a sub-fund of a UCITS and the term Company also refers to a Sub-fund.

24.2 Any merger leading to termination of the Company must be approved by a resolution of the General Meeting in accordance with the quorum and majority requirements referred to in article 29 of these Articles. For the avoidance of doubt, this provision does not apply in respect of a merger leading to the termination of a Sub-fund.

24.3 Shareholders will receive shares of the surviving UCITS or sub-fund and, if applicable, a cash payment not exceeding 10% of the NAV of those shares.

24.4 The Company will provide appropriate and accurate information on the proposed merger to its Shareholders so as to enable them to make an informed judgment of the impact of the merger on their investment and to exercise their rights under this article 24 and the 2010 Act.

24.5 The Shareholders have the right to request, without any charge other than those retained by the Company to meet disinvestment costs, the redemption of their Shares.

24.6 Under the same circumstances as provided by article 23.1 above, the Board may decide to allocate the assets of a Sub-fund to those of another existing Sub-fund within the Company or to another Luxembourg UCITS or to another sub-fund within such other Luxembourg UCITS (the New Sub-fund) and to repatriate the shares of the Class or Classes concerned as shares of another Class (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to Shareholders). Such decision will be published in the same manner as described in article 24.4 above one month before its effectiveness (and, in addition, the publication will contain information in relation to the New Sub-fund), in order to enable the Shareholders to request redemption of their Shares, free of charge, during such period.

24.7 Notwithstanding the powers conferred to the Board by article 24.6 above, a contribution of the assets and of the liabilities attributable to any Sub-fund to another Sub-fund within the Company may in any other circumstances be decided by a general meeting of Shareholders of the Class or Classes issued in the Sub-fund concerned for which there will be no quorum requirements and which will decide upon such a merger by resolution taken by simple majority of those present or represented and voting at such meeting.

24.8 If the interest of the Shareholders of the relevant Sub-fund or in the event that a change in the economic or political situation relating to a Sub-fund so justifies, the Board may proceed to the reorganisation of a Sub-fund by means of a division into two or more Sub-funds. Information concerning the New Sub-fund(s) will be provided to the relevant Shareholders. Such publication will be made one month prior to the effectiveness of the reorganisation in order to permit Shareholders to request redemption of their Shares free of charge during such one month prior period.

25. Art. 25. Financial year. The financial year of the Company commences on 1 April of each year and terminates on 31 March of each year.

26. Art. 26. Application of income.

26.1 The General Meeting determines, upon proposal from the Board 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 Board to declare, distributions.

26.2 For any Class entitled to distributions, the Board 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 Board determines from time to time.

26.5 The Board may decide to distribute bonus stock in lieu of cash dividends under the terms and conditions set forth by the Board.

26.6 Any distributions that has not been claimed within 5 (five) years of its declaration will be forfeited 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 To the extent required by law, the Company will enter into a depositary agreement with a bank or credit institution as defined by the Luxembourg act dated 5 April 1993 on the financial sector, as amended (the Depositary).

27.2 The Depositary will fulfil its obligations in accordance with the 2010 Act.

27.3 If the Depositary indicates its intention to terminate the custodial relationship, the Board will make every effort to find a successor depositary within two months of the effective date of the notice of termination of the depositary agreement. The Board may terminate the agreement with the Depositary but may not relieve the Depositary of its duties until a successor depositary has been appointed.

28. Art. 28. Liquidation of the company.

28.1 The Company may at any time be dissolved by a resolution of the General Meeting, subject to the quorum and majority requirements referred to in article 29 of these Articles.

28.2 If the assets of the Company fall below two-thirds of the minimum capital indicated in article 5 of these Articles, the question of the dissolution of the Company will be referred to the General Meeting by the Board. 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 dissolution of the Company will further be referred to the General Meeting whenever the share capital falls below one-fourth of the minimum capital indicated in article 5 of these Articles; in such event, the General Meeting will be held without any voting quorum requirements and the dissolution may be decided by Shareholders holding one-quarter 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 ascertainment 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 If the Company is dissolved, the liquidation will be carried out by one or several liquidators appointed in accordance with the provisions of the 2010 Act.

28.6 The decision to dissolve the Company will be published in the Mémorial and two newspapers with adequate circulation, one of which must be a Luxembourg newspaper.

28.7 The liquidator(s) will realise each Sub-fund's assets in the best interests of the Shareholders and apportion the proceeds of the liquidation, after deduction of liquidation costs, amongst the Shareholders of the relevant Sub-fund according to their respective prorata.

28.8 Any amounts unclaimed by the Shareholders at the closing of the liquidation of the Company and, at the latest, at the expiration of a period of nine (9) months following the decision to liquidate the Company will be deposited with the Caisse des Consignations in Luxembourg for a duration of thirty (30) years. If amounts deposited remain unclaimed beyond the prescribed time limit, they will be forfeited.

29. Art. 29. Amendments to the articles. These Articles may be amended by a General Meeting subject to the quorum and majority requirements provided for by the law of 10 August 1915 on commercial companies, as amended (the 1915 Act).

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

31. Art. 31. Applicable law. All matters not governed by these Articles will be determined in accordance with the 1915 Act and the 2010 Act. In case of conflict between the 1915 Act and the 2010 Act, the 2010 Act will prevail."

Fifth resolution

The Meeting acknowledges that the shares of each of the existing classes of shares within the sub-fund Lakefield SIF-SICAV - Dynamic Global Bond will be converted into shares of the corresponding class of shares within the sub-fund Lakefield UCITS-SICAV - Dynamic Global Bond, each with a net asset value of 100 (in EUR, USD or CHF depending on the relevant reference currency) per share as of the date of the these resolutions and based on an exchange ratio equal to the prevailing net asset value of the relevant shares of the relevant class divided by 100 as at the date of these resolutions.

Sixth resolution

The Meeting acknowledges that as a result of the conversion of the Company, audited annual reports of the Company will be published within four months following the end of the accounting year.

Seventh resolution

The Meeting acknowledges that as a result of the conversion of the Company, the annual general meeting of the shareholders in the Company will be held at the registered office of the Company or on the place specified in the convening notice on the fourth Monday of July at 10.00am (Luxembourg time), provided that if such date is not a business day, the annual general meeting will occur on the immediately preceding business day.

Eight resolution

The Meeting resolves and approves that, (a) notwithstanding the terms of the restated Articles as per resolution (4) above, the annual general meeting of the shareholders of the Company for the financial year ended 31 March 2015 will be held on 30 September 2015 at 11am at the registered office of the Company or such other place in the Grand Duchy of Luxembourg, as may be specified in the notice of meeting, provided that if the aforementioned day is a bank business holiday or a public holiday in Luxembourg, the ordinary annual general meeting will be held on the next Luxembourg banking business day. In this context, "bank business day" refers to the normal bank business days (i.e. each day on which banks are open during normal business hours) in Luxembourg, with the exception of individual, non-statutory rest days and (b) that, in respect of any further financial year (including the current financial year) of the Company, the annual general meeting of the shareholders of the Company will be held in accordance with the terms of the restated Articles as per resolution (4) above.

Ninth resolution

The Meeting resolves to transfer the registered office of the Company to the following address: 12, rue Eugène Ruppert, L-2453, Luxembourg Grand Duchy of Luxembourg.

Tenth resolution

The Meeting resolves that, in accordance with article 26(2) of the 2010 Act, the Articles be drawn up in English language only, are not followed by a translation into an official language of Luxembourg.

Eleventh resolution

The Meeting resolves to appoint PricewaterhouseCoopers, Société coopérative, having its registered office at 2, rue Gerhard Mercator, L-2182 Luxembourg, Grand Duchy of Luxembourg (RCS 65.477), as Auditor for a period ending on the date of the annual general meeting to be held in 2016.

Estimate of costs

The amount of expenses, costs, remunerations and charges in any form whatsoever which shall be borne by the Company as a result of the present deed is estimated to be approximately EUR 2,500.-

There being no further business on the agenda of the Meeting, the chairman adjourns the Meeting at 11.30 a.m.

The undersigned notary, who understands and speaks English, states hereby that at the request of the above appearing persons, this notarial deed is worded only in English in accordance with article 26(2) of the law of 17 December 2010 on undertakings for collective investment, as amended.

WHEREOF, this notarial deed was drawn up in Luxembourg, on the date stated at the beginning of this document.

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

Signé: P. SCHILTZ, C. VALET, C. DELVAUX.

Enregistré à Luxembourg Actes Civils 1, le 14 juillet 2015 Relation: 1LAC/2015/22124 Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): P. MOLLING.

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

Luxembourg, le 28 juillet 2015. Me Cosita DELVAUX.

Référence de publication: 2015126393/971.

(150137622) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juillet 2015.

Barclays Alzin Investments S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2520 Luxembourg, 9, allée Scheffer.

R.C.S. Luxembourg B 173.902.

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Il résulte du procès-verbal des résolutions adoptées par l'assemblée générale des actionnaires de la Société au siège social en date du 8 juin 2015, la décision de nommer un nouveau gérant.

Nom:	Wassenaar
Prénom(s):	Jan Philip
Né le:	13 mars 1965 à Assen (NL)
Adresse professionnelle:	9, allée Scheffer L-2520 Luxembourg
Date de nomination:	8 juin 2015
Durée:	indéterminée

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

Fait à Luxembourg, le 8 juin 2015.

Certifié conforme et sincère

Pour la Société

David Fail

Gérant

Référence de publication: 2015086929/24.

(150099418) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 juin 2015.

Inservio S.A., Société Anonyme.

Siège social: L-4519 Differdange, 46, Cité Breitfeld.

R.C.S. Luxembourg B 160.898.

—

L'an deux mille quinze, le vingt-deux mai.

Pardevant Nous Maître Carlo WERSANDT, notaire de résidence à Luxembourg, (Grand-Duché de Luxembourg), soussigné;

S'est réunie

l'assemblée générale extraordinaire des actionnaires (l'"Assemblée") de “INSERVIO S.A.”, une société anonyme constituée et existant sous les lois du Grand-Duché de Luxembourg, établie et ayant son siège social à L-5326 Contern, 1, rue Goell, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 160898, (la "Société"), constituée suivant acte reçu par Maître Henri HELLINCKX, notaire de résidence à Luxembourg, le 9 mai 2011, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 1596 du 16 juillet 2011,

et dont les statuts ont été modifiés suivant acte reçu par le notaire instrumentant, en date du 25 février 2014, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 1249 du 16 mai 2014.

L'Assemblée est présidée par Monsieur Rico MAROCHI, administrateur de société, demeurant à L-4519 Differdange, 46 Cité Breitfeld.

Le Président désigne comme secrétaire et l'Assemblée choisit comme scrutatrice Madame Alexia UHL, juriste, demeurant professionnellement à Luxembourg.

Le bureau de l'Assemblée ayant ainsi été constitué, le Président a déclaré et requis le notaire instrumentant d'acter:

A) Que l'ordre du jour de l'Assemblée est le suivant:

Ordre du jour:

1. Transfert du siège social de L-5326 Contern, 1, rue Goell à L-4519 Differdange, 46, Cité Breitfeld, et modification subséquente du premier alinéa de l'article 2 des statuts comme suit:

« **Art. 2. Al. 1 er .** Le siège social est établi à Differdange».

2. Conformément à l'article 51 de la loi modifiée du 10 août 1915 sur les sociétés commerciales, constatation d'un actionnaire unique et limitation du nombre d'administrateurs à 1 (un).

3. Acceptation de la démission de Monsieur Fernand CAIXINHA et de Monsieur Christian KOCH de leur mandat d'administrateur et de Monsieur Rico MAROCHI de son mandat d'administrateur-délégué et décharge à leur accorder pour l'exercice de leur mandat.

4. Confirmation de Monsieur Rico MAROCHI comme administrateur unique de la Société.

5. Divers.

B) Que les actionnaires, présents ou représentés, ainsi que le nombre de actions possédées par chacun d'eux, sont portés sur une liste de présence; cette liste de présence est signée par les actionnaires présents, les mandataires de ceux représentés, les membres du bureau de l'Assemblée et le notaire instrumentant.

C) Que les procurations des actionnaires représentés, signées "ne varietur" par les membres du bureau de l'Assemblée et le notaire instrumentant, resteront annexées au présent acte pour être formalisée avec lui.

D) Que l'intégralité du capital social étant présente ou représentée et que les actionnaires, présents ou représentés, déclarent avoir été dûment notifiés et avoir eu connaissance de l'ordre du jour préalablement à cette Assemblée et renoncer aux formalités de convocation d'usage, aucune autre convocation n'était nécessaire.

E) Que la présente Assemblée, réunissant l'intégralité du capital social, est régulièrement constituée et peut délibérer valablement sur les objets portés à l'ordre du jour.

Ensuite l'Assemblée, après délibération, a pris à l'unanimité les résolutions suivantes:

Première résolution

L'Assemblée décide de transférer le siège social de L-5326 Contern, 1, rue Goell à L-4519 Differdange, 46, Cité Breitfeld et de modifier subséquemment le premier alinéa de l'article 2 des statuts comme suit:

«Le siège social est établi à Differdange».

Deuxième résolution

L'Assemblée constate que la Société a actuellement un seul actionnaire et décide, conformément à l'article 51 de la loi modifiée du 10 août 1915 sur les sociétés commerciales, de limiter le nombre d'administrateurs à 1 (un).

Troisième résolution

L'Assemblée décide d'accepter la démission de Monsieur Fernand CAIXINHA et de Monsieur Christian KOCH de leur mandat d'administrateur et de Monsieur Rico MAROCHI de son mandat d'administrateur-délégué et décide de leur donner décharge pour l'exercice de leur mandat.

Quatrième résolution

L'Assemblée constate que Monsieur Rico MAROCHI sera l'administrateur unique de la Société, son mandat prenant fin à l'assemblée générale qui se tiendra en 2016.

Aucun autre point n'étant porté à l'ordre du jour de l'Assemblée et l'actionnaire unique ne demandant pas la parole, le Président a ensuite clôturé l'Assemblée.

Frais

Le montant total des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la Société, ou qui sont mis à sa charge à raison des présentes, est évalué approximativement à mille euros (EUR 1.000,-).

DONT ACTE, le présent acte a été passé à Luxembourg, à la date indiquée en tête des présentes.

Après lecture du présent acte aux comparants, connus du notaire par noms, prénoms, état civil et domiciles, lesdits comparants ont signé avec Nous, notaire, le présent acte.

Signé: R. MAROCHI, A. UHL, C. WERSANDT.

Enregistré à Luxembourg A.C. 2, le 28 mai 2015. 2LAC/2015/11686. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): André MULLER.

POUR EXPEDITION CONFORME, délivrée.

Luxembourg, le 5 juin 2015.

Référence de publication: 2015085501/73.

(150097537) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juin 2015.

FTC S.A., Société Anonyme.

Siège social: L-1651 Luxembourg, 15-17, avenue Guillaume.

R.C.S. Luxembourg B 165.845.

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La société FTC SA (RCS B 165.845) décide de nommer la Fiduciaire Luxembourg Paris Genève Sàrl (RCS B 84.426) ayant son siège social à L-1651 Luxembourg, le 15-17, avenue Guillaume, comme dépositaire de ses actions au porteur en date du 4 juin 2015.

Jonathan BEGGIATO / Jean-Marc ASSA

Administrateur / Administrateur

Référence de publication: 2015089578/12.

(150102089) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juin 2015.

Sipar Immo S.A., Société Anonyme.

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

R.C.S. Luxembourg B 107.015.

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Le quorum requis par l'article 67-1 de la loi modifiée du 10 août 1915 sur les sociétés commerciales n'ayant pas été atteint lors de l'Assemblée Générale Statutaire tenue exceptionnellement le 6 juillet 2015, l'assemblée n'a pas pu statuer sur l'ordre du jour.

Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLÉE GÉNÉRALE EXTRAORDINAIRE

qui aura lieu le *17 août 2015* à 11.00 heures au siège social, avec l'ordre du jour suivant :

Ordre du jour:

- Délibération et décision sur la dissolution éventuelle de la société conformément à l'article 100 de la loi modifiée du 10 août 1915 sur les sociétés commerciales.

Les décisions sur l'ordre du jour seront prises quelle que soit la portion des actions présentes ou représentées et pour autant qu'au moins les deux tiers des voix des actionnaires présents ou représentés se soient prononcés en faveur de telles décisions.

Le Conseil d'Administration.

Référence de publication: 2015116125/795/19.

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