MEMORIAL
Journal Officiel
du Grand-Duché de
Luxembourg

MEMORIAL
Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 2154 20 août 2015

SOMMAIRE

Canepa Green Energy Opportunities I, Société à responsabilité limitée.

Siège social: L-8308 Capellen, 75, Parc d'activités.

R.C.S. Luxembourg B 166.282.

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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: 2015096586/9.

(150107386) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 juin 2015.

M and M Holdings Sàrl, Société à responsabilité limitée.

Capital social: EUR 42.000,00.

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

R.C.S. Luxembourg B 134.413.

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Les comptes annuels au 24 février 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 19 juin 2015.

Référence de publication: 2015096882/10.

(150107202) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 juin 2015.

M Luxembourg SIF, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 171.539.

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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.

CREDIT SUISSE FUND SERVICES (LUXEMBOURG) S.A.

Référence de publication: 2015096883/10.

(150107128) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 juin 2015.

Syncordis S.A., Société Anonyme.

Siège social: L-8009 Strassen, 105, route d'Arlon.

R.C.S. Luxembourg B 105.331.

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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 SYNCORDIS S.A.

Signature

Référence de publication: 2015099996/11.

(150109926) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juin 2015.

Vuvezela 1 Luxco S.à r.l., Société à responsabilité limitée.

Siège social: L-5365 Munsbach, 9, rue Gabriel Lippmann.

R.C.S. Luxembourg B 153.851.

—

Le Bilan et l'affectation du résultat au 5 Avril 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 29 Juin 2015.

Vuvuzela 1 Luxco S.à.r.l.

Manacor (Luxembourg) S.A.

Gérant

Référence de publication: 2015103530/14.

(150113397) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Workstay, Société Anonyme.

Siège social: L-1720 Luxembourg, 8, rue Heinrich Heine.

R.C.S. Luxembourg B 146.516.

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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 WORKSTAY

Référence de publication: 2015100084/10.

(150108989) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juin 2015.

Monaco Marine S.A., Société Anonyme.

Siège social: L-2550 Luxembourg, 14, avenue du Dix Septembre.

R.C.S. Luxembourg B 66.199.

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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.

Luxembourg, le 29 juin 2015.

Référence de publication: 2015103227/10.

(150112591) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Whirlpool International Holdings S.à r.l., Société à responsabilité limitée.

Siège social: L-2220 Luxembourg, 560A, rue de Neudorf.

R.C.S. Luxembourg B 158.978.

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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.

Esch-sur-Alzette, le 04 mai 2015.

Pour statuts coordonnés

Référence de publication: 2015100071/11.

(150110142) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juin 2015.

Whirlpool Luxembourg, Société à responsabilité limitée.

Siège social: L-2220 Luxembourg, 560A, rue de Neudorf.

R.C.S. Luxembourg B 110.585.

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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.

Esch-sur-Alzette, le 04 mai 2015.

Pour statuts coordonnés

Référence de publication: 2015100072/11.

(150110148) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juin 2015.

Akabi, Société à responsabilité limitée.

Siège social: L-5959 Hesperange, 15, rue Roger Wercollier.

R.C.S. Luxembourg B 164.399.

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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 AKABI

Signature

Un mandataire

Référence de publication: 2015100181/12.

(150110322) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Whirlpool Overseas Manufacturing S.àr.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

Siège social: L-1526 Luxembourg, 50, Val Fleuri.

R.C.S. Luxembourg B 129.096.

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

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

Référence de publication: 2015100081/9.

(150109970) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juin 2015.

AstenJohnson (Luxembourg) LLC, S.à r.l., Société à responsabilité limitée.

Siège social: L-2146 Luxembourg, 74, rue de Merl.

R.C.S. Luxembourg B 150.163.

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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.

Luxembourg, le 26. Juin 2015.

Référence de publication: 2015100154/10.

(150110862) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Able, Société à responsabilité limitée.

Siège social: L-9553 Weidingen, 13, rue Plank.

R.C.S. Luxembourg B 176.180.

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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.

Référence de publication: 2015100158/10.

(150110204) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Amor Vini, Société à responsabilité limitée.

Siège social: L-2135 Luxembourg, 109, Fond Saint Martin.

R.C.S. Luxembourg B 142.968.

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Les comptes annuels au 31/12/2014 ont été déposés, dans leur version abrégée, au registre de commerce et des sociétés de Luxembourg conformément à l'art. 79(1) de la loi du 19/12/2002.

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

Signature.

Référence de publication: 2015100136/11.

(150110561) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

S.P.P.F. S.A. (Société de Prise de Participation Financière), Société Anonyme.

Siège social: L-1631 Luxembourg, 49, rue Glesener.

R.C.S. Luxembourg B 90.969.

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Le bilan au 31.12.2014 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 26 juin 2015.

Pour ordre

EUROPE FIDUCIAIRE (Luxembourg) S.A.

Boîte Postale 1307

L-1013 Luxembourg

Référence de publication: 2015103365/14.

(150112488) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

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

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

R.C.S. Luxembourg B 167.825.

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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: 2015103316/9.

(150113209) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

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

Siège social: L-1931 Luxembourg, 35/37, avenue de la Liberté.

R.C.S. Luxembourg B 76.334.

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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.

Luxembourg, le 30 juin 2015.

Un mandataire

Référence de publication: 2015103313/11.

(150113291) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Prodesse Sàrl, Société à responsabilité limitée unipersonnelle.

Siège social: L-3237 Bettembourg, 19, rue de la Gare.

R.C.S. Luxembourg B 123.783.

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Les comptes annuels au 31/12/2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

PRODESSE S.à r.l.
19, rue de la Gare
L-3237 BETTEMBOURG
Signature

Référence de publication: 2015103321/13.

(150113445) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Reinhausen Luxembourg S.A., Société Anonyme.

Siège social: L-7333 Steinsel, 72, rue des Prés.

R.C.S. Luxembourg B 148.107.

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EXTRAIT

L'assemblée générale du 25 juin 2015 a renouvelé les mandats des administrateurs.

- Mr Johannes Felix GEBAUER, Administrateur, 8, Falkensteinstrasse, D-93059 Regensburg, Allemagne;
- Mr Konrad OSSWALD, Administrateur, 8, Falkensteinstrasse, D-93059 Regensburg, Allemagne;
- Mr Peter SCHÖTZ, Administrateur, 8, Falkensteinstrasse, D-93059 Regensburg, Allemagne;
- Mr Michael Gerhard ROHDE, Administrateur-Président, 8, Falkensteinstrasse, D-93059 Regensburg, Allemagne.

Leurs mandats prendront fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2015.

L'assemblée générale du 25 juin 2015 a renouvelé le mandat du réviseur d'entreprises.

- RSM AUDIT LUXEMBOURG Sàrl, cabinet de révision agréé, 6, rue Adolphe, L-1116 Luxembourg, RCS Luxembourg n° B 113.621.

Son mandat prendra fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2015.

Luxembourg, le 25 juin 2015.

Pour REINHAUSEN LUXEMBOURG S.A.

Société anonyme

Référence de publication: 2015103336/21.

(150112574) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Quest S.A., Société Anonyme.

Siège social: L-2355 Luxembourg, 31, rue du Puits.

R.C.S. Luxembourg B 89.746.

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Les comptes annuels du 01/01/2014 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: 2015103329/10.

(150113163) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

H.E.A.T Mezzanine S.A., Société Anonyme.

Siège social: L-1748 Findel, 8, rue Lou Hemmer.

R.C.S. Luxembourg B 109.738.

—

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

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

Luxembourg.

Pour la société

Un mandataire

Référence de publication: 2015103963/12.

(150114377) Déposé au registre de commerce et des sociétés de Luxembourg, le 1er juillet 2015.

Quibrony S.A., Société Anonyme.

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

R.C.S. Luxembourg B 121.912.

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Extrait des résolutions prises lors du conseil d'administration du 21 mai 2015

Conformément à l'article 51, al. 6 de la loi fondamentale sur les sociétés commerciales, les administrateurs restants procèdent à la nomination, par voie de cooptation, de Madame Tazia BENAMEUR, née le 09/11/1969 à Mohammadia (Algérie), domiciliée professionnellement au 3, avenue Pasteur, L-2311 Luxembourg, au titre d'administrateur en remplacement de Monsieur Norbert SCHMITZ, administrateur démissionnaire.

Cette nomination sera soumise pour ratification à la prochaine assemblée générale.

Pour la société

QUIBRONY S.A.

Référence de publication: 2015103330/15.

(150112463) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

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

Siège social: L-2661 Luxembourg, 42, rue de la Vallée.

R.C.S. Luxembourg B 191.019.

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Conformément aux dispositions de l'article 51bis de la loi du 25 août 2006 sur les sociétés commerciales, l'administrateur VALON S.A., R.C.S. Luxembourg B-63143, 42, rue de la Vallée, L-2661 Luxembourg, a désigné comme représentant permanent chargé de l'exécution de cette mission au nom et pour son compte au conseil d'administration de la société ACTICAP S.A. SPF, Monsieur Stanislas BUNETEL, 42, rue de la Vallée, L-2661 Luxembourg, en remplacement de Monsieur Jean-Marie BETTINGER, démissionnaire.

Luxembourg, le 1 er juillet 2015.

Pour: ACTICAP S.A. SPF

Société anonyme

Experta Luxembourg

Société anonyme

Référence de publication: 2015104558/17.

(150114990) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2015.

Aquamarine (I) Delphinus S.à r.l., SPF, Société à responsabilité limitée - Société de gestion de patrimoine familial.

Siège social: L-1724 Luxembourg, 9B, boulevard du Prince Henri.

R.C.S. Luxembourg B 180.913.

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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: 2015104543/9.

(150114823) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2015.

Apollo Credit NS Holdings (Lux) S.à r.l., Société à responsabilité limitée.

Capital social: NOK 24.800,00.

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

R.C.S. Luxembourg B 183.429.

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Les comptes annuels pour la période du 20 décembre 2013 (date de constitution) 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.

Luxembourg, le 30 juin 2015.

Référence de publication: 2015104542/11.

(150115136) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2015.

AGRC Luxembourg, Aon Global Risk Consulting Luxembourg, Société à responsabilité limitée.

Siège social: L-2220 Luxembourg, 534, rue de Neudorf.

R.C.S. Luxembourg B 31.670.

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Extrait du procès-verbal de l'Assemblée Générale Annuelle des associés tenue à Luxembourg le 05 juin 2015

L'Assemblée Générale nomme ERNST & YOUNG, 7 rue Gabriel Lippmann L-5365 MUNSBACH, comme réviseur d'entreprise indépendant.

Son mandat prendra fin à l'issue de l'Assemblée Générale qui statuera sur les comptes au 31 décembre 2015.

Aon Global Risk Consulting Luxembourg

In abbreviate "AGRC Luxembourg"

Référence de publication: 2015104541/13.

(150115260) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2015.

Archroma Paper S.à r.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

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

R.C.S. Luxembourg B 176.466.

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Extrait de la résolution prise par l'associé unique de la Société en date du 24 juin 2015

En date du 24 juin 2015, l'associé unique de la Société a pris la résolution suivante:

- de nommer Madame Alessandra NAGANO, née le 7 mai 1976 à São Paulo, Brésil, résidant professionnellement à l'adresse suivante: Avenida das Nações Unidas, n°18.001-7° andar - Cep, 04795-900 São Paulo, Brésil en tant que nouveau gérant de catégorie A de la Société avec effet immédiat et ce pour une durée indéterminée.

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

- Monsieur Roland Michael WAIBEL, gérant de catégorie A
- Madame Alessandra NAGANO, gérant de catégorie A
- Monsieur Andrew O'SHEA, gérant de catégorie B

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

Luxembourg, le 29 juin 2015.

Archroma Paper S.à r.l.

Signature

Référence de publication: 2015102720/21.

(150113003) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Aedes IT S.à r.l., Société à responsabilité limitée.

Siège social: L-9991 Weiswampach, 4, Am Hock.

R.C.S. Luxembourg B 182.094.

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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.

Weiswampach, le 30 juin 2015.

Référence de publication: 2015102692/10.

(150113009) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Adplorer AG, Société Anonyme.

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

R.C.S. Luxembourg B 177.665.

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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.

Luxembourg, le 29/06/2015.

G.T. Experts Comptables Sàrl

Luxembourg

Référence de publication: 2015103592/12.

(150114302) Déposé au registre de commerce et des sociétés de Luxembourg, le 1er juillet 2015.

Afton Chemical International Holdings S.à r.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

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

R.C.S. Luxembourg B 189.212.

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La Société a été constituée suivant acte reçu par Maître Marc Loesch, notaire de résidence à Mondorf-les-Bains, Grand-Duché de Luxembourg, en date du 30 juillet 2014, publié au Mémorial C, Recueil des Sociétés et Associations n° 2749 du 6 octobre 2014.

Les comptes annuels de la Société 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.

Afton Chemical International Holdings S.à r.l.

Signature

Référence de publication: 2015102694/15.

(150112732) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Afton Chemical International Holdings S.à r.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

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

R.C.S. Luxembourg B 189.212.

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Extrait des résolutions prises par l'associé unique de la Société en date du 17 juin 2015

En date du 17 juin 2015, l'associé unique de la Société a pris la résolution suivante:

- de renouveler le mandat de PricewaterhouseCoopers, en tant que réviseur d'entreprises agréé de la Société avec effet immédiat et ce pour une durée déterminée jusqu'à l'assemblée générale de la Société qui statuera sur les comptes clôturés au 31 décembre 2015.

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

Luxembourg, le 29 juin 2015.

Afton Chemical International Holdings S.à r.l.

Signature

Référence de publication: 2015102695/17.

(150112743) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Umbrella Holdings II, Société à responsabilité limitée,

(anc. Umbrella Acorn 1).

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

R.C.S. Luxembourg B 184.039.

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

Before Us, Maître Jean SECKLER, Civil Law Notary residing in Junglinster, Grand Duchy of Luxembourg.

THERE APPEARED:

Umbrella Holdings, a limited liability company (Société à responsabilité limitée) incorporated in Luxembourg and registered with the Luxembourg Trade and Companies Register under B 158071, having its registered office at 26 Boulevard Royal, L-2449 Luxembourg (the "Appearing Party"),

here represented by Mr Henri DA CRUZ, private employee, professionally residing in Junglinter, by virtue of a proxy given under private seal on 12 June 2015; such proxy, after having been signed ne varietur by the proxy-holder and the officiating notary, will remain attached to the present deed in order to be recorded with it.

This appearing party, represented as said before, has declared and requested the officiating notary to state that:

- the private limited liability company "Umbrella Acorn 1" (the "Company"), having its registered office at 26 Boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg Trade and Companies Register under B 184039, was incorporated by deed of Maitre Joseph ELVINGER on 29 January 2014, published in the Memorial C, Recueil des Sociétés et Associations number 769 dated 25 March 2014; and

- that the appearing party is the sole member (the "Sole Member") of the Company and that it has taken the following resolution:

Sole resolution

The Sole Member decided to change the Company's name to "Umbrella Holdings II" and to subsequently amend the first article of the articles of association in order to give it the following wording:

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

Costs

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the Company incurs or for which it is liable by reason of the present deed, is approximately one thousand Euros.

There being no further business before the meeting, the same was thereupon adjourned.

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

Whereof, the present deed was drawn up in Junglinster, on the day named at the beginning.

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

Suit la traduction française du texte qui précède

L'an deux mille quinze, le dix-sept juin.

Pardevant Nous, Maître Jean SECKLER, notaire de driot civil résident à Junglinster.

A COMPARU

Umbrella Holdings, une société à responsabilité limitée constituée selon les lois de Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 158071, ayant son siège social au 26 Boulevard Royal, L-2449 Luxembourg (la «partie Comparante»),

ici représentée par Monsieur Henri DA CRUZ, employé privé, demeurant professionnellement au Junglinster, en vertu d'une procuration sous seing privé lui délivrée le 12 juin 2015; laquelle procuration, après avoir été signée ne varietur par le mandataire et le notaire instrumentant, restera annexée au présent acte afin d'être enregistrée avec lui.

Laquelle partie comparante, représentée comme dit ci-avant, a déclaré et requis le notaire instrumentant d'acter que:

- que la société à responsabilité limitée "Umbrella Acorn 1" (la «Société»), établie et ayant son siège social au 26 Boulevard Royal, L-2449 Luxembourg, inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 184039, a été constituée suivant acte reçu par Maître Joseph Elvinger, en date du 29 janvier 2014, publié au Mémorial C, Recueil des Sociétés et Associations numéro 769 du 25 marz 2014; et

- la partie comparante est la seule associée actuelle (l' «Associé Unique») de la Société et qu'elle a pris, par son mandataire, le résolution suivante:

Seule résolution

L'Associée Unique décide de changer la dénomination de la Société en «Umbrella Holdings II» et de modifier subséquemment le premier article des statuts afin de lui donner la teneur suivante:

« **1. Dénomination.** Il est établi une société à responsabilité limitée sous la dénomination «Umbrella Holdings II» (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).»

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, s'élève approximativement à la somme de mille euros.

Le notaire soussigné, qui comprend et parle l'anglais, constate par les présentes, qu'à la requête de la comparante, le présent acte est rédigé en anglais suivi d'une version française; et qu'à la requête de la même comparante et en cas de divergences entre les textes anglais et français, la version anglaise fera foi.

DONT ACTE, fait et passé à Junglinster, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée au mandataire des comparants, ceux-ci ont signé avec Nous, notaire, le présent acte.

Signé: Henri DA CRUZ, Jean SECKLER.

Enregistré à Grevenmacher Actes Civils, le 19 juin 2015. Relation GAC/2015/5169. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): Claire PIERRET.

Référence de publication: 2015103517/77.

(150113050) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Thymus S.A., Société Anonyme.

Siège social: L-2330 Luxembourg, 124, boulevard de la Pétrusse.

R.C.S. Luxembourg B 153.796.

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

Before Us, Maître Martine SCHAEFFER, notary residing in Luxembourg.

THERE APPEARED:

Longam Coöperatief U.A., a cooperative with exclusion of liability (Coöperatie U.A.), incorporated and existing under the laws of Netherlands, having its registered office address at Prins Hendriklaan, 26 2, 1075BD Amsterdam, the Netherlands and registered with the Amsterdam Chamber of Commerce under the number 50701533.

Represented here by Mrs Alexandra FUENTES, private employee, residing professionally in Luxembourg, by virtue of the proxy given on the 2 nd day of June 2015.

Said proxy initialled "ne varietur" by the appearing party and the undersigned notary will remain attached to the present deed to be filed with registration authorities.

The appearing party declares to be the sole shareholder of Thymus S.A., (Société anonyme) public limited liability company, organized under the laws of the Grand Duchy of Luxembourg, having its statutory seat in Luxembourg with registered address at 124, Boulevard de la Petrusse, L-2330 Luxembourg and registered at the Trade and Companies Register of Luxembourg (Registre de Commerce et des Sociétés) under the number B 153796, incorporated by a notarial deed on June 10, 2010, published in the Mémorial C, Recueil des Sociétés et Associations on August 3, 2010 under the number 1577. The articles of incorporation were amended for the last time by a deed of Maître Carlo WERSANDT, notary residing in Luxemoburg, on November 18, 2010, published in the Mémorial C, Recueil des Sociétés et Associations on December 30, 2010 under the number 2862 (the Company).

The appearing party, through its proxy holder, declared and requested the undersigned notary to state that:

I. The sole shareholder is represented by the proxy so that all the 31,031 (thirty one thousand and thirty one) shares in issue in the Company are represented at this extraordinary decision of the sole shareholder so that the decisions can be validly taken on all the items of the below agenda.

II. The agenda of the meeting is as follows:

Agenda

1) Waiver of the convening notices to the present Extraordinary General Meeting of the sole shareholder of the Company;

2) Decision to be made in respect to the dissolution of the Company;

3) Appointment of Square Investment Company S.A. as a liquidator of the Company and determination of its powers;

4) Miscellaneous.

The sole shareholder requests the undersigned notary to record the following resolutions:

First resolution

The sole shareholder decides to waive the convening notices to the present extraordinary general meeting and declares itself duly informed.

Second resolution

The sole shareholder resolves to dissolve ant to put the Company into liquidation.

Third resolution

The sole shareholder resolves to appoint Square Investment Company S.A., a société anonyme, with registered office at 124, boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg, with RCS number B187697 who has accepted the mission in accordance with the provisions set forth by the law of 10 th August 1915 as modified on commercial companies.

There being no further business on the Agenda, the Meeting was thereupon closed.

Expenses

The expenses, costs, fees and charges which shall be borne by the Company as a result of the aforesaid capital decrease are estimated at one thousand eight hundred euro (EUR 1.800.-).

Declaration

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

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

The document having been read to the appearing person, who is known to the notary by his name, surname, civil status and residence, the said person appearing signed together with us, the notary, the present deed.

Suit la traduction en français du texte qui précède:

L'an deux mille quinze, le quatre juin.

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

ONT COMPARU:

Longam Coöperatief U.A., la coopératieve, constituée selon les lois Pays-Bas, ayant son siège social à Prins Hendriklaan, 26 2, 1075BD Amsterdam, Pays-Bas et enregistrée au Registre des Amsterdam Chambre de Commerce sous le numéro 50701533.

Représentée ici par Mme Alexandra FUENTES, employée privée, demeurant professionnellement à Luxembourg, en vertu de deux procurations données le 2 mai 2015.

Lesquelles procuration après avoir été paraphées "ne varietur" par le mandataire et le notaire instrumentant resteront annexées au présent acte pour être enregistrées avec lui.

Lesquelles comparantes déclarent être les associés de la société anonyme Thymus S.A., une société anonyme, constituée d'après les lois du Grand-Duché de Luxembourg, ayant son siège social au 124, Boulevard de la Pétrusse, Luxembourg (Grand-Duché de Luxembourg), enregistrée auprès du registre de Commerce et des Sociétés de Luxembourg sous le numéro B 156468, constituée par acte notarié du 10 juin 2010, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 1577 du 3 août 2010. Les statuts ont été modifiés pour la dernière fois par acte de Maître Carlo WERSANDT, notaire de résidence à Luxembourg, en date du 18 novembre 2010, publié au Mémorial C, Recueil des Sociétés et Associations sous le numéro 2862 du 30 décembre 2010 (la Société).

Le partie comparant, par son mandataire, a déclaré et requis le notaire d'acter ce qui suit:

I. L'actionnaire unique est représenté en vertu la procuration de sorte que toutes les trente et un mille cent trente et un (31.031) parts sociales émises par la Société sont représentées à cette décision extraordinaire l'actionnaire unique et toutes les décisions peuvent être valablement prises sur tous les points de l'ordre du jour ci-après.

II. L'ordre du jour est le suivant:

Ordre du jour

1. Renonciation aux convocations pour la présente assemblée générale extraordinaire de la Société.

2. Décision relative à la dissolution de la Société.

3. Nomination de Square Investment Company S.A. en tant que liquidateur de la Société.

4. Divers

L'actionnaire unique prie le notaire instrumentant d'acter les résolutions suivantes:

Première résolution

5. L'actionnaire unique décide de renoncer aux convocations à la présente assemblée générale extraordinaire de la Société et il déclare suffisamment informés.

Deuxième résolution

L'actionnaire unique décide de dissoudre et de mettre la Société en liquidation.

Troisième résolution

L'actionnaire unique décide de nommer Square Investment Company S.A., une société anonyme, avec siège social au 124, boulevard de la Pétrusse, L-2330 Luxembourg, Grand-Duché de Luxembourg, enregistrée auprès du registre de Commerce et des Sociétés de Luxembourg sous le numéro B187697, laquelle a accepté la mission suivant les dispositions de la loi modifiée du 10 août 1915 concernant les sociétés commerciales.

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

Dépenses

Les frais, dépenses, rémunérations et charges quelconques qui incombent à la Société des suites de cette réduction du capital social sont estimés à mille huit cents euros (EUR 1.800.-).

Déclaration

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

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

Et après lecture faite au mandataire, il a signé avec Nous notaire le présent acte.

Signé: A. Fuentes et M. Schaeffer.

Enregistré à Luxembourg Actes Civils 2, le 12 juin 2015. Relation: 2LAC/2015/13155. Reçu soixante-quinze euros Eur 75.-.

Le Receveur (signé): André MULLER.

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

Luxembourg, le 30 juin 2015.

Référence de publication: 2015103501/113.

(150113347) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

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

Siège social: L-8824 Perlé, 34, rue de la Poste.

R.C.S. Luxembourg B 197.997.

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STATUTS

L'an deux mille quinze, le seizième jour du mois de juin;

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

ONT COMPARU:

1) Monsieur Armand SAIVE, employé de banque, né à Longwy (France), le 24 avril 1966, demeurant à F-57440 Algrange, 19, Lotissement des Moineaux (France); et

2) Madame Viviane KNOBLOCH, employée de banque, née à Algrange (France), le 31 août 1967, demeurant à F-57440 Algrange, 19, Lotissement des Moineaux (France).

Lesquels comparants ont requis le notaire instrumentant d'arrêter ainsi qu'il suit les statuts d'une société à responsabilité limitée qu'ils déclarent constituer par les présentes et dont ils ont arrêté les statuts comme suit:

Titre I er . - Dénomination - Objet - Durée - Siège social

Art. 1 er . Il est formé par la présente, entre les propriétaires actuels des parts ci-après créées et tous ceux qui pourront le devenir dans la suite, une société à responsabilité limitée dénommée "VIVAR S.à r.l.", (ci-après la "Société"), laquelle sera régie par les présents statuts (ci-après les "Statuts") ainsi que par les lois respectives et plus particulièrement par la loi modifiée du 10 août 1915 sur les sociétés commerciales.

Art. 2. La Société a pour objet la promotion immobilière ainsi que l'exploitation d'une agence immobilière, comprenant notamment l'achat, la vente, la mise en valeur, la location d'immeubles et de tous droits immobiliers, la prise, respectivement la mise en location de biens meubles et immeubles, la gérance, respectivement la gestion d'immeubles ou de patrimoines mobiliers et immobiliers tant pour son propre compte que pour compte de tiers.

L'objet social est également la réalisation de toutes activités commerciales, conformément aux dispositions de la loi du 2 septembre 2011 et aux dispositions de la loi du 9 juillet 2004, modifiant la loi modifiée du 28 décembre 1988 concernant le droit d'établissement et réglementant l'accès aux professions d'artisan, de commerçant, d'industriel ainsi qu'à certaines professions libérales, à moins que ces activités ne soient spécialement réglementées.

La Société pourra en outre effectuer toutes opérations se rapportant directement ou indirectement à la prise de participations sous quelque forme que ce soit, dans toute entreprise, ainsi que l'administration, la gestion, le contrôle et le développement de ces participations.

La Société pourra notamment employer ses fonds à la création, à la gestion, au développement, à la mise en valeur et à la liquidation d'un portefeuille se composant de tous titres et brevets de toute origine, participer à la création, au développement et au contrôle de toute entreprise, acquérir par voie d'apport, de souscription, de prise ferme ou d'option d'achat et de toute autre manière, tous titres et brevets, les réaliser par voie de vente, de cession, d'échange ou autrement, faire mettre en valeur ces affaires et brevets.

La Société pourra emprunter sous quelque forme que ce soit.

La Société pourra, dans les limites fixées par la Loi, accorder à toute société du groupe ou à tout actionnaire tous concours, prêts, avances ou garanties.

Dans le cadre de son activité, la Société pourra accorder hypothèque, emprunter avec ou sans garantie ou se porter caution pour d'autres personnes morales et physiques, sous réserve des dispositions légales afférentes.

La Société prendra toutes les mesures pour sauvegarder ses droits et fera toutes opérations généralement quelconques, qui se rattachent directement ou indirectement à son objet ou qui le favorisent et qui sont susceptibles de promouvoir son développement ou extension.

La Société pourra réaliser son objet directement ou indirectement en nom propre ou pour compte de tiers, seule ou en association en effectuant toute opération de nature à favoriser ledit objet ou celui des sociétés dans lesquelles elle détient des intérêts.

D'une façon générale, la Société pourra faire tous actes, transactions ou opérations commerciales, industrielles, financières, mobilières ou immobilières, se rapportant directement ou indirectement à son objet social ou qui seront de nature à en faciliter ou développer la réalisation.

Art. 3. La durée de la Société est illimitée.

Art. 4. Le siège social est établi dans la commune de Rambrouch (Grand- Duché de Luxembourg). L'adresse du siège social peut être déplacée à l'intérieur de la commune par simple décision de la gérance.

Il peut être transféré en tout autre endroit du Grand-Duché de Luxembourg par une simple décision des associés délibérant comme en matière de modification des statuts.

Par simple décision de la gérance, la Société pourra établir des filiales, succursales, agences ou sièges administratifs aussi bien dans le Grand-Duché de Luxembourg qu'à l'étranger.

Titre II. - Capital social - Parts sociales

Art. 5. Le capital social est fixé à douze mille cinq cents euros (12.500,-EUR), représenté par cinq cents (500) parts sociales d'une valeur nominale de vingt cinq euros (25,- EUR) chacune, intégralement libérées.

Le capital social pourra, à tout moment, être augmenté ou diminué dans les conditions prévues par l'article 199 de la loi concernant les sociétés commerciales.

Art. 6. Les parts sociales sont librement cessibles entre associés.

Elles ne peuvent être cédées entre vifs ou pour cause de mort à des non-associés que moyennant l'accord unanime de tous les associés.

En cas de cession à un non-associé, les associés restants ont un droit de préemption. Ils doivent l'exercer dans les 30 jours à partir de la date du refus de cession à un non-associé. En cas d'exercice de ce droit de préemption, la valeur de rachat des parts est calculée conformément aux dispositions des alinéas 6 et 7 de l'article 189 de la loi sur les sociétés commerciales.

Art. 7. Le décès, l'interdiction, la faillite ou la déconfiture de l'un des associés ne mettent pas fin à la Société.

Les créanciers, ayants-droit ou héritiers d'un associé ne pourront pour quelque motif que ce soit, faire apposer des scellés sur les biens et documents de la Société, ni s'immiscer en aucune manière dans les actes de son administration; pour faire valoir leurs droits, ils devront se tenir aux valeurs constatées dans les derniers bilans et inventaire de la Société.

Titre III. - Administration et gérance

Art. 8. La Société est administrée par un ou plusieurs gérants, associés ou non, nommés et révocables à tout moment par l'assemblée générale qui fixe leurs pouvoirs et leurs rémunérations.

Art. 9. Chaque associé peut participer aux décisions collectives quel que soit le nombre de parts qui lui appartiennent. Chaque associé a un nombre de voix égal au nombre de parts sociales qu'il possède et peut se faire valablement représenter aux assemblées par un porteur de procuration spéciale.

Art. 10. Les décisions collectives ne sont valablement prises que pour autant qu'elles sont adoptées par les associés représentant plus de la moitié du capital social.

Les décisions collectives ayant pour objet une modification aux Statuts doivent réunir la majorité des associés représentant les trois quarts (3/4) du capital social.

Art. 11. Lorsque la Société ne comporte qu'un seul associé, les pouvoirs attribués par la loi ou les Statuts à l'assemblée générale sont exercés par l'associé unique.

Les décisions prises par l'associé unique, en vertu de ces pouvoirs, sont inscrites sur un procès-verbal ou établies par écrit.

De même, les contrats conclus entre l'associé unique et la Société représentée par lui sont inscrits sur un procès-verbal ou établies par écrit.

Cette disposition n'est pas applicable aux opérations courantes conclues dans des conditions normales.

Art. 12. Le ou les gérants ne contractent, en raison de leur fonction, aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société; simples mandataires, ils ne sont responsables que de l'exécution de leur mandat.

Art. 13. Chaque année, le trente et un décembre, les comptes sont arrêtés et le ou les gérants dressent un inventaire comprenant l'indication des valeurs actives et passives de la Société.

Art. 14. Tout associé peut prendre au siège social de la Société communication de l'inventaire et du bilan.

Art. 15. Les produits de la Société constatés dans l'inventaire annuel, déduction faite des frais généraux, amortissements et charges, constituent le bénéfice net.

Sur le bénéfice net, il est prélevé cinq pour cent pour la constitution du fonds de réserve légale jusqu'à ce que celui-ci ait atteint dix pour cent du capital social.

Une partie du bénéfice disponible pourra être attribuée à titre de gratification aux gérants par décision des associés.

Art. 16. L'année sociale commence le premier janvier et finit le trente et un décembre.

Titre IV. - Dissolution - Liquidation

Art. 17. Lors de la dissolution de la Société, la liquidation sera faite par un ou plusieurs liquidateurs, associés ou non, nommés par les associés qui en fixeront les pouvoirs et les émoluments.

Titre V. - Dispositions générales

Art. 18. La loi du 10 août 1915 sur les sociétés commerciales et ses modifications ultérieures trouveront leur application partout où il n'y est pas dérogé par les Statuts.

Disposition transitoire

Par dérogation, le premier exercice commence aujourd'hui et finira le 31 décembre 2015.

Souscription et libération

Les Statuts ayant ainsi été arrêtés, les cinq cents (500) parts sociales ont été souscrites comme suit:

1) Monsieur Armand SAIVE, pré-qualifié, deux cent cinquante parts sociales, ...	250
2) Madame Viviane KNOBLOCH, pré-qualifiée, deux cinquante parts sociales, ...	250
Total: cinq cents parts sociales, ...	500

Toutes les parts sociales ont été libérées intégralement en numéraire de sorte que la somme de douze mille cinq cents euros (12.500,- EUR) se trouve dès à présent à la libre disposition de la Société, ainsi qu'il en a été justifié au notaire instrumentaire qui le constate expressément.

Déclaration

Le notaire instrumentant ayant dressé le présent acte déclare avoir vérifié que les conditions énumérées à l'article 183 de la loi modifiée du 10 août 1915 concernant les sociétés commerciales sont remplies et le constate expressément.

Loi anti-blanchiment

Les associés déclarent, en application de la loi du 12 novembre 2004, telle qu'elle a été modifiée par la suite, être les bénéficiaires réels de la Société faisant l'objet des présentes et certifient que les fonds/biens/droits servant à la libération du capital social ne proviennent pas, respectivement que la Société ne se livre(ra) pas à des activités constituant une infraction visée aux articles 506-1 du Code Pénal et 8-1 de la loi modifiée du 19 février 1973 concernant la vente de

substances médicamenteuses et la lutte contre la toxicomanie (blanchiment) ou des actes de terrorisme tels que définis à l'article 135-1 du Code Pénal (financement du terrorisme).

Frais

Le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge, à raison de sa constitution, est évalué à environ neuf cents euros.

Assemblée générale extraordinaire

Et aussitôt, les associés, représentant l'intégralité du capital social, et se considérant comme dûment convoqués, se sont réunis en assemblée générale extraordinaire et ont pris à l'unanimité des voix les résolutions suivantes:

1. Le siège social est établi à L-8824 Perlé, 34, rue de la Poste.

2. Monsieur Armand SAIVE, employé de banque, né à Longwy (France), le 24 avril 1966, demeurant à F-57440 Algrange, 19, Lotissement des Moineaux (France), est nommé gérant de la Société pour une durée indéterminée.

3. La Société est valablement engagée en toutes circonstances et sans restrictions par la signature individuelle du gérant.

4. Au sens de l'article 12bis de la loi du 10 août 1915 sur les sociétés commerciales telle que modifiée, la signature du présent document est réputée être qualifiée comme ratification de tous les engagements réalisés par les fondateurs au nom et pour le compte de la Société durant la procédure de formation.

Remarque

Le notaire instrumentant a rendu attentif les comparants au fait qu'avant toute activité commerciale de la Société présentement fondée, celle-ci doit être en possession d'une autorisation de commerce en bonne et due forme en relation avec l'objet social, ce qui est expressément reconnu par les comparants.

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

Et après lecture faite et interprétation donnée aux comparants, connus du notaire par noms, prénoms usuels, états et demeures, ils ont tous signé ensemble avec Nous, notaire, le présent acte.

Signé: A. SAIVE, V. KNOBLOCH, C. WERSANDT.

Enregistré à Luxembourg A.C. 2, le 18 juin 2015. 2LAC/2015/13572. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): André MULLER.

POUR EXPEDITION CONFORME, délivrée.

Luxembourg, le 29 juin 2015.

Référence de publication: 2015103544/154.

(150113460) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Unicity XXVII Bournemouth 3 S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 197.998.

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STATUTES

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

Before Us, Maître Jean SECKLER, notary residing in Junglinster, Grand- Duchy of Luxembourg.

There appeared:

OCM Luxembourg EPF III Unicity Holdings S.à r.l., a private limited liability company existing under the Luxembourg law, having its registered office at 26A, boulevard Royal, L-2449 Luxembourg, registered with the Register of Commerce and Companies of Luxembourg under number B 164301,

here represented by Mr Henri DA CRUZ, employee, with professional address in Junglinster, by virtue of a power of attorney given under private seal.

Said power of attorney, after having been signed ne varietur by the representative of the appearing party and the undersigned notary, will remain annexed to the present deed for the purpose of registration.

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

I. Name - Registered office - Object - Duration

Art. 1. Name. The name of the company is "Unicity XXVII Bournemouth 3 S.à r.l." (the Company). The Company is a private limited liability company (société à responsabilité limitée), which will be governed by the laws of the Grand Duchy of Luxembourg, in particular by the law dated August 10, 1915, on commercial companies, as amended (the Law), as well as by the present articles of association (the Articles).

Art. 2. Registered office.

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

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

Art. 3. Object.

3.1. The purpose of the Company is the acquisition of participations, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and in any real estate properties, and the management of such participations. The Company may in particular acquire by subscription, purchase and exchange or in any other manner any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and more generally, any securities and financial instruments issued by any public or private entity. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin. The Company may invest in real estate whatever the acquisition modalities including but not limited to the acquisition by way of sale or enforcement of security.

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

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

3.4. The Company may carry out any commercial, financial or industrial operations and any transactions with respect to real estate or movable property which, directly or indirectly, favour or relate to its corporate object.

Art. 4. Duration.

4.1. The Company is formed for an unlimited period of time.

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

II. Capital - Shares

Art. 5. Capital.

5.1. The Company's corporate capital is set at twelve thousand five hundred Great Britain Pounds (GBP 12,500) represented by twelve thousand five hundred (12,500) shares in registered form with a nominal value of one Great Britain Pound (GBP 1) each, all subscribed and fully paid-up.

5.2. The share capital of the Company may be increased or reduced in one or several times by a resolution of the single shareholder or, as the case may be, by the general meeting of shareholders, adopted in the manner required for the amendment of the Articles.

Art. 6. Shares.

6.1. Each share entitles the holder to a fraction of the corporate assets and profits of the Company in direct proportion to the number of shares in existence.

6.2. Towards the Company, the Company’s shares are indivisible, since only one owner is admitted per share. Joint co-owners have to appoint a sole person as their representative towards the Company.

6.3. Shares are freely transferable among shareholders or, if there is no more than one shareholder, to third parties.

If the Company has more than one shareholder, the transfer of shares to non- shareholders is subject to the prior approval of the general meeting of shareholders representing at least three quarters of the share capital of the Company.

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

For all other matters, reference is being made to articles 189 and 190 of the Law.

6.4. A shareholders' register will be kept at the registered office of the Company in accordance with the provisions of the Law and may be examined by each shareholder who so requests.

6.5. The Company may redeem its own shares within the limits set forth by the Law.

III. Management - Representation

Art. 7. Board of managers.

7.1. The Company is managed by a board of managers of at least two members appointed by a resolution of the single shareholder or the general meeting of shareholders which sets the term of their office. The manager(s) need not to be shareholder(s).

7.2. The managers may be dismissed at any time ad nutum (without any reason).

Art. 8. Powers of the board of managers.

8.1. All powers not expressly reserved by the Law or the present Articles to the general meeting of shareholders fall within the competence of the board of managers, which shall have all powers to carry out and approve all acts and operations consistent with the Company's object.

8.2. Special and limited powers may be delegated for determined matters to one or more agents, either shareholders or not, by the board of managers of the Company.

Art. 9. Procedure.

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

9.2. Written notice of any meeting of the board of managers shall be given to all managers at least 24 (twenty-four) hours in advance of the date set for such meeting, except in case of emergency, in which case the nature of such circumstances shall be set forth in the convening notice of the meeting of the board of managers.

9.3. No such convening notice is required if all the members of the board of managers of the Company are present or represented at the meeting and if they state to have been duly informed, and to have had full knowledge of the agenda of the meeting. The notice may be waived by the consent in writing, whether in original, by telegram, telex, facsimile or e-mail, of each member of the board of managers of the Company.

9.4. Any manager may act at any meeting of the board of managers by appointing in writing another manager as his proxy, it being understood that one manager can represent several managers at the same meeting of the board of managers.

9.5. The board of managers can validly deliberate and act only if a majority of its members is present or represented. Resolutions of the board of managers are validly taken by the majority of the votes cast. The resolutions of the board of managers will be recorded in minutes signed by all the managers present or represented at the meeting.

9.6. Any manager may participate in any meeting of the board of managers by telephone or video conference call or by any other similar means of communication allowing all the persons taking part in the meeting to hear and speak to each other. The participation in a meeting by these means is deemed equivalent to a participation in person at such meeting.

9.7. Circular resolutions signed by all the managers shall be valid and binding in the same manner as if 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 facsimile.

Art. 10. Representation. The Company shall be bound towards third parties in all matters by the joint signature of any two managers of the Company or, as the case may be, by the joint or single signatures of any persons to whom such signatory power has been validly delegated in accordance with article 8.2. of these Articles.

Art. 11. Liability of the managers. The managers assume, by reason of their mandate, no personal liability in relation to any commitment validly made by them in the name of the Company, provided such commitment is in compliance with these Articles as well as the applicable provisions of the Law.

IV. General meetings of shareholders

Art. 12. Powers and voting rights.

12.1. The single shareholder assumes all powers conferred by the Law to the general meeting of shareholders.

12.2. Each shareholder has voting rights commensurate to its shareholding.

12.3. Each shareholder may appoint any person or entity as his attorney pursuant to a written proxy given by letter, telegram, telex, facsimile or e-mail, to represent him at the general meetings of shareholders.

Art. 13. Form - Quorum - Majority.

13.1. If there are not more than twenty-five shareholders, the decisions of the shareholders may be taken by circular resolution, the text of which shall be sent to all the shareholders in writing, whether in original or by telegram, telex, facsimile or e-mail. The shareholders shall cast their vote by signing the circular resolution. The signatures of the shareholders may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or facsimile.

13.2. Collective decisions are only validly taken insofar as they are adopted by shareholders owning more than half of the share capital.

13.3. However, resolutions to alter the Articles or to dissolve and liquidate the Company may only be adopted by the majority of the shareholders owning at least three quarters of the Company's share capital.

V. Annual accounts - Allocation of profits

Art. 14. Accounting Year.

14.1. The accounting year of the Company shall begin on the first of January of each year and end on the thirty-first December.

14.2. Each year, with reference to the end of the Company's year, the board of managers must prepare the balance sheet and the profit and loss accounts of the Company as well as an inventory including an indication of the value of the Company's assets and liabilities, with an annex summarizing all the Company's commitments and the debts of the managers, the statutory auditor(s) (if any) and shareholders towards the Company.

14.3. Each shareholder may inspect the above inventory and balance sheet at the Company's registered office.

Art. 15. Allocation of Profits.

15.1. An amount equal to five per cent (5%) of the net annual profits of the Company is allocated to the statutory reserve, until this reserve amounts to ten per cent (10%) of the Company's nominal share capital.

15.2. The general meeting of shareholders has discretionary power to dispose of the surplus. It may in particular allocate such profit to the payment of a dividend or transfer it to the reserve or carry it forward.

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

(i) a statement of accounts or an inventory or report is established by the board of managers of the Company;

(ii) this statement of accounts, inventory or report shows that sufficient funds are available for distribution; it being understood that the amount to be distributed may not exceed realized profits since the end of the last financial year, increased by carried forward profits and distributable reserves but decreased by carried forward losses and sums to be allocated to the statutory reserve;

(iii) the decision to pay interim dividends is taken by the single shareholder or the general meeting of shareholders of the Company;

(iv) assurance has been obtained that the rights of the creditors of the Company are not threatened.

VI. Dissolution - Liquidation

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

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

VI. General provision

17.1. Notices and communications are made or waived and the circular resolutions of the managers as well as the circular resolutions of the shareholders are evidenced in writing, by telegram, telefax, e-mail or any other means of electronic communication.

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

17.3. Signatures may be in handwritten or electronic form, provided they fulfil all legal requirements to be deemed equivalent to handwritten signatures. Signatures of the circular resolutions of the managers, the resolutions adopted by the board of managers by telephone or video conference and the circular resolutions of the shareholders, as the case may be, are affixed on one original or on several counterparts of the same document, all of which taken together constitute one and the same document.

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

Transitory provision

The first accounting year shall begin on the date of this deed and shall end on December 31, 2015.

Subscription - Payment

Thereupon, OCM Luxembourg EPF III Unicity Holdings S.à r.l., represented as stated above declares to subscribe for twelve thousand five hundred (12,500) shares in registered form, with a nominal value of one Great Britain Pound (GBP

1) each and to fully pay them up by way of a contribution in cash amounting to twelve thousand five hundred Great Britain Pounds (GBP 12,500).

The amount of twelve thousand five hundred Great Britain Pounds (GBP 12,500) is at the disposal of the Company, as has been proved to the undersigned notary, who expressly acknowledges it.

Costs

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of its incorporation are estimated at approximately one thousand two hundred Euro.

The amount of the share capital is valued at one thousand three hundred Euro.

Resolutions of the sole shareholder

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

1. The following persons are appointed as managers of the Company for an indefinite period:

- Mr Jabir CHAKIB, born on November 5, 1967 in Casablanca, Morocco, residing professionally at 26A, boulevard Royal, L-2449 Luxembourg;

- Mr Hugo NEUMAN, born on October 21, 1960 in Amsterdam, The Netherlands, residing at 16, rue J.B. Fresez, L-1724 Luxembourg;

- Mr Justin BICKLE, born on January 11, 1971 in Plymouth, United Kingdom, residing professionally at 27 Knightsbridge, London SW1X 7LY, England; and

2. The registered office of the Company is set at 26A, boulevard Royal, L- 2449 Luxembourg.

Declaration

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

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

The document having been read to the person appearing, said person appearing signed together with the notary the present deed.

Suit la traduction française du texte qui précède:

L'an deux mille quinze, le dix-neuf juin.

Par-devant Maître Jean SECKLER, notaire de résidence à Junglinster, Grand Duché de Luxembourg.

A comparu:

OCM Luxembourg EPF III Unicity Holdings S.à r.l., une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 26A, boulevard Royal, L-2449 Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 164.301,

ici représentée par Monsieur Henri DA CRUZ, employée, ayant son adresse professionnelle à Junglinster, en vertu d'une procuration donnée sous seing privé.

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

La partie comparante, représentée comme indiqué ci-dessus, a requis le notaire instrumentant de dresser acte d'une société à responsabilité limitée dont elle a arrêté les statuts comme suit:

I. Dénomination - Siège social - Objet social - Durée

Art. 1 er . Dénomination. Le nom de la société est «Unicity XXVII Bournemouth 3 S.à r.l.» (la Société). La Société est une société à responsabilité limitée qui sera régie par les lois du Grand Duché de Luxembourg, en particulier par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (la Loi) et par les présents statuts (les Statuts).

Art. 2. Siège social.

2.1. Le siège social est établi à Luxembourg-Ville, Grand Duché de Luxembourg. Il peut être transféré dans les limites de la commune de Luxembourg par décision du conseil de gérance. Il peut être transféré en tout autre endroit du Grand Duché de Luxembourg par résolution de l'associé unique ou de l'assemblée générale des associés délibérant comme en matière de modification des Statuts.

2.2. Il peut être créé par décision du conseil de gérance, des succursales, filiales ou bureaux tant au Grand Duché de Luxembourg qu'à l'étranger. Lorsque le conseil de gérance estime que des événements extraordinaires d'ordre politique ou militaire se sont produits ou sont imminents, et que ces évènements seraient de nature à compromettre l'activité normale de la Société à son siège social, ou la communication aisée entre le siège social et l'étranger, le siège social pourra être transféré provisoirement à l'étranger, jusqu'à cessation complète de ces circonstances anormales. Ces mesures provisoires

n'aura toutefois aucun effet sur la nationalité de la Société qui, en dépit du transfert de son siège social, restera une société luxembourgeoise.

Art. 3. Objet social.

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

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

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

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

4. Durée.

4.1 La Société est constituée pour une durée illimitée.

4.2 La Société ne sera pas dissoute par suite du décès, de l'interdiction, de l'incapacité, de l'insolvabilité, de la faillite ou de tout autre événement similaire affectant un ou plusieurs associés.

II. Capital - Parts sociales

Art. 5. Capital.

5.1. Le capital social de la Société est fixé à douze mille cinq cents Livres Sterling (GBP 12.500), représenté par douze mille cinq cents (12.500) parts sociales sous forme nominative d'une valeur nominale d'une Livre Sterling (GBP 1) chacune, toutes souscrites et entièrement libérées.

5.2. Le capital social de la Société pourra être augmenté ou réduit en une seule ou plusieurs fois par résolution de l'associé unique ou, le cas échéant, de l'assemblée générale des associés délibérant comme en matière de modification des Statuts.

Art. 6. Parts sociales.

6.1. Chaque part sociale donne droit à une fraction des actifs et bénéfices de la Société en proportion directe avec le nombre des parts sociales existantes.

6.2. Envers la Société, les parts sociales de la Société sont indivisibles, de sorte qu'un seul propriétaire par part sociale est admis. Les copropriétaires indivis doivent désigner une seule personne qui les représente auprès de la Société.

6.3. Les parts sociales sont librement transmissibles entre associés et, en cas d'associé unique, à des tiers.

En cas de pluralité d'associés, la cession de parts sociales à des non associés est soumise à l'accord préalable de l'assemblée générale des associés représentant au moins les trois quarts du capital social de la Société.

La cession de parts sociales n'est opposable à la Société ou aux tiers qu'après qu'elle ait été notifiée à la Société ou acceptée par cette dernière conformément aux dispositions de l'article 1690 du Code Civil.

Pour toutes autres questions, il est fait référence aux dispositions des articles 189 et 190 de la Loi.

6.4. Un registre des associés sera tenu au siège social de la Société conformément aux dispositions de la Loi où il pourra être consulté par chaque associé qui le demande.

6.5. La Société peut procéder au rachat de ses propres parts sociales dans les limites et aux conditions prévues par la Loi.

III. Gestion - Représentation

Art. 7. Conseil de gérance.

7.1 La Société est gérée par un conseil de gérance composé d'au moins deux membres qui seront nommés par résolution de l'associé unique ou de l'assemblée générale des associés, qui fixera la durée de leur mandat. Le(s) gérant(s) ne sont pas nécessairement associé(s).

7.2 Les gérants sont révocables n'importe quand ad nutum.

Art. 8. Pouvoirs du conseil de gérance.

8.1. Tous les pouvoirs non expressément réservés à l'assemblée générale des associés par la Loi ou les présents Statuts seront de la compétence du conseil de gérance, qui aura tous pouvoirs pour effectuer et approuver tous actes et opérations conformes à l'objet social de la Société.

8.2. Des pouvoirs spéciaux et limités pour des tâches spécifiques peuvent être délégués à un ou plusieurs agents, associés ou non, par le conseil de gérance de la Société.

Art. 9. Procédure.

9.1. Le conseil de gérance se réunira aussi souvent que l'intérêt de la Société l'exige ou sur convocation d'un gérant au lieu indiqué dans l'avis de convocation.

9.2. Il sera donné à tous les gérants un avis écrit de toute réunion du conseil de gérance au moins 24 (vingt-quatre) heures avant la date prévue pour la réunion, sauf en cas d'urgence, auquel cas la nature de ces circonstances sera mentionnée dans l'avis de convocation de la réunion du conseil de gérance.

9.3. La réunion peut être valablement tenue sans cette convocation préalable si tous les membres du conseil de gérance de la Société sont présents ou représentés lors de la réunion et déclarent avoir été dûment informés de la réunion et de son ordre du jour. Il peut aussi être renoncé à la convocation avec l'accord de chaque membre du conseil de gérance de la Société donné par écrit soit en original, soit par télégramme, télex, téléfax ou courrier électronique.

9.4. Tout gérant pourra se faire représenter aux réunions du conseil de gérance en désignant par écrit un autre gérant comme son mandataire, étant entendu qu'un gérant peut représenter plusieurs gérants à la même réunion du conseil de gérance.

9.5. Le conseil de gérance ne pourra délibérer et agir valablement que si la majorité de ses membres sont présents ou représentés. Les décisions du conseil de gérance ne sont prises valablement qu'à la majorité des voix. Les procès-verbaux des réunions du conseil de gérance seront signés par tous les gérants présents ou représentés à la réunion.

9.6. Tout gérant peut participer à la réunion du conseil de gérance par téléphone ou vidéo conférence ou par tout autre moyen de communication similaire, ayant pour effet que toutes les personnes participant à la réunion peuvent s'entendre et se parler. La participation à la réunion par un de ces moyens équivaut à une participation en personne à la réunion.

9.7. Les résolutions circulaires signées par tous les gérants seront considérées comme étant valablement adoptées comme si une réunion du conseil de gérance dûment convoquée avait été tenue. Les signatures des gérants peuvent être apposées sur un document unique ou sur plusieurs copies d'une résolution identique, envoyées par lettre ou téléfax.

Art. 10. Représentation. La Société sera engagée, en toutes circonstances, vis-à-vis des tiers par la signature conjointe de deux gérants de la Société, ou, le cas échéant, par les signatures individuelles ou conjointes de toutes personnes à qui de tels pouvoirs de signature ont été valablement délégués conformément à l'article 8.2. des Statuts.

Art. 11. Responsabilités des gérants. Les gérants ne contractent à raison de leur fonction aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société, dans la mesure où ces engagements sont pris en conformité avec les Statuts et les dispositions de la Loi.

IV. Assemblée générale des associés

Art. 12. Pouvoirs et droits de vote.

12.1. L'associé unique exerce tous les pouvoirs qui sont attribués par la Loi à l'assemblée générale des associés.

12.2. Chaque associé possède des droits de vote proportionnels au nombre de parts sociales qu'il détient.

12.3. Tout associé pourra se faire représenter aux assemblées générales des associés de la Société en désignant par écrit, soit par lettre, télégramme, télex, téléfax ou courrier électronique une autre personne comme son mandataire.

Art. 13. Forme - Quorum - Majorité.

13.1. Lorsque le nombre d'associés n'excède pas vingt-cinq associés, les décisions des associés pourront être prises par résolution circulaire dont le texte sera envoyé à chaque associé par écrit, soit en original, soit par télégramme, télex, téléfax ou courrier électronique. Les associés exprimeront leur vote en signant la résolution circulaire. Les signatures des associés apparaîtront sur un document unique ou sur plusieurs copies d'une résolution identique, envoyées par lettre ou téléfax.

13.2. Les décisions collectives ne sont valablement prises que pour autant qu'elles soient adoptées par des associés détenant plus de la moitié du capital social.

13.3. Toutefois, les résolutions prises pour la modification des Statuts ou pour la dissolution et la liquidation de la Société seront prises à la majorité des voix des associés représentant au moins les trois quarts du capital social de la Société.

V. Comptes annuels - Affectation des bénéfices

Art. 14. Exercice social.

14.1. L'exercice social commence le premier janvier de chaque année et se termine le trente-et-un décembre.

14.2. Chaque année, à la fin de l'exercice social de la Société, le conseil de gérance, doit préparer le bilan et les comptes de profits et pertes de la Société, ainsi qu'un inventaire comprenant l'indication des valeurs actives et passives de la Société, avec une annexe résumant tous les engagements de la Société et les dettes des gérants, commissaire(s) aux comptes (si tel est le cas), et associés envers la Société.

14.3. Tout associé peut prendre connaissance de l'inventaire et du bilan au siège social de la Société.

Art. 15. Affectation des bénéfices.

15.1. Un montant de cinq pour cent (5%) sera prélevé sur le bénéfice net annuel de la Société qui sera affecté à la réserve légale jusqu'à ce que cette réserve atteigne dix pour cent (10%) du capital social de la Société.

15.2. L'assemblée générale des associés décidera discrétionnairement de l'affectation du solde restant du bénéfice net annuel. Elle pourra en particulier attribuer ce bénéfice au paiement d'un dividende, l'affecter à la réserve ou le reporter.

15.3. Des acomptes sur dividendes peuvent être distribués à tout moment aux conditions suivantes:

(i) un état comptable ou un inventaire ou un rapport est dressé par le conseil de gérance de la Société;

(ii) il ressort de cet état comptable, inventaire ou rapport que des fonds suffisants sont disponibles pour la distribution, étant entendu que le montant à distribuer ne peut dépasser les bénéfices réalisés depuis la fin du dernier exercice social, augmenté par les bénéfices reportés et des réserves distribuables mais réduit par les pertes reportées et des sommes à allouer à la réserve légale;

(iii) la décision de payer les acomptes sur dividendes est prise par l'associé unique ou l'assemblée générale des associés de la Société;

(iv) assurance a été obtenue que les droits des créanciers de la Société ne sont pas menacés.

VI. Dissolution - Liquidation

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

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

VI. Disposition générale

17.1. Les convocations et communications, respectivement les renonciations à celles-ci, sont faites, et les résolutions circulaires des gérants ainsi que les résolutions circulaires des associés sont établies par écrit, télégramme, téléfax, e-mail ou tout autre moyen de communication électronique.

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

17.3. Les signatures peuvent être sous forme manuscrite ou électronique, à condition de satisfaire aux conditions légales pour être assimilées à des signatures manuscrites. Les signatures des résolutions circulaires des gérants, des résolutions adoptées par le conseil de gérance par téléphone ou visioconférence et des résolutions circulaires des associés, selon le cas, sont apposées sur un original ou sur plusieurs copies du même document, qui ensemble, constituent un seul et unique document.

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

Disposition transitoire

La première année sociale débutera à la date du présent acte et se terminera le 31 décembre 2015.

Souscription - Libération

Ces faits exposés, OCM Luxembourg EPF III Unicity Holdings S.à r.l., représentée comme indiqué ci-dessus, déclare souscrire aux douze mille cinq cents (12.500) parts sociales sous forme nominative d'une valeur nominale d'une Livre Sterling (GBP 1) et les libérer entièrement par versement en espèces de douze mille cinq cents Livres Sterling (GBP 12.500).

La somme de douze mille cinq cents Livres Sterling (GBP 12.500) est à la disposition de la Société, ce qui a été prouvé au notaire instrumentant, qui le reconnaît expressément.

Coûts

Les frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge à raison de sa constitution sont estimés à environ mille deux cents euros.

Le montant du capital social est évalué à mille trois cent euros.

Décisions de l'associé unique

Aussitôt après la constitution de la Société, l'associé unique, représentant l'intégralité du capital social souscrit, a pris les résolutions suivantes:

1. Les personnes suivantes sont nommées comme gérants de la Société pour une durée indéterminée:

- Monsieur Jabir CHAKIB, né le 5 novembre 1967 à Casablanca, Maroc, ayant son adresse professionnelle au 26A, boulevard Royal, L-2449 Luxembourg

- Monsieur Hugo NEUMAN, né le 21 octobre 1960 à Amsterdam, Pays-Bas, demeurant au 16, rue J.B. Fresez, L-1724 Luxembourg;

- Monsieur Justin BICKLE, né le 11 janvier 1971 à Plymouth, Royaume- Uni, ayant son adresse professionnelle au 27 Knightsbridge, Londres SW1X 7LY, Angleterre; et

2. Le siège social de la Société est établi au 26A, boulevard Royal, L-2449 Luxembourg.

Déclaration

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

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

Et après lecture faite et interprétation donnée à la personne comparante, celle-ci a signé le présent acte avec le notaire.

Signé: Henri DA CRUZ, Jean SECKLER.

Enregistré à Grevenmacher Actes Civils, le 22 juin 2015. Relation GAC/2015/5225. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

Référence de publication: 2015103518/425.

(150113485) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

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

Siège social: L-2220 Luxembourg, 560A, rue de Neudorf.

R.C.S. Luxembourg B 197.968.

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STATUTES

In the year two thousand and fifteen, on the twenty-second of June.

Before Us Maître Henri BECK, notary residing in Echternach, Grand Duchy of Luxembourg.

THERE APPEARED:

Mr. Alexandros Demetrios Economou, born on March 28 th , 1972, in Lefkosia (Nicosia), Cyprus, having his address at 8, Yiangou Tornariti, Flat 201, Ilia Court, 3035 Limassol, Cyprus,

here represented by Peggy Simon, private employee having her professional address at 9, Rabatt, L-6475 Echternach, Grand Duchy of Luxembourg, by virtue of a proxy established on March 6, 2015.

The said proxy, signed "ne varietur" by the proxyholder of the person appearing and the undersigned notary, will remain attached to the present deed to be filed with the registration authorities.

Such appearing person, represented as stated hereabove, has requested the undersigned notary to state as follows the articles of association of a "société à responsabilité limitée":

Chapter I. Form, Name, Registered Office, Object, Duration.

Art. 1. Form. There is formed a private limited liability company (hereafter the "Company"), which will be governed by the laws pertaining to such an entity, and in particular by the law of August 10 th , 1915 on commercial companies as amended (hereafter the "Law"), as well as by the present articles of association (hereafter the "Articles").

The Company is initially composed of one sole shareholder, subscriber of all the shares. The Company may however at any time be composed of several shareholders, but not exceeding forty (40) shareholders, notably as a result of the transfer of shares or the issue of new shares.

Art. 2. Object. The purpose of the Company is the acquisition of ownership interests, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such ownership interests. The Company may in

particular acquire by subscription, purchase, and exchange or in any other manner any stock, shares and any other securities, including without limitation bonds, debentures, certificates of deposit, trust units, any other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever, including partnerships. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin whatsoever.

The Company may borrow in any form, except for borrowing from the public. It may issue notes, bonds, debentures and any other kind of debt and/or equity securities, including but not limited to preferred equity certificates and warrants, whether convertible or not in all cases. The Company may lend funds, including the proceeds of any borrowings and/or issues of debt securities, to its subsidiaries, affiliated companies or to any other company. It may also give guarantees and grant security interests in favor of third parties to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other company. The Company may further mortgage, pledge, transfer, encumber or otherwise hypothecate all or some of its assets.

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

The Company may carry out any commercial, financial or industrial operations and any transactions with respect to real estate or movable property, which directly or indirectly, further or relate to its purpose.

Art. 3. Duration. The Company is formed for an unlimited period of time.

Art. 4. Name. The Company will have the name of "Watton S.à r.l.".

Art. 5. Registered Office. The registered office of the Company is established in Luxembourg-City.

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

The address of the registered office may be transferred within the municipality by simple decision of the manager or, in case of plurality of managers, by a decision of the board of managers.

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

Chapter II. Capital, Shares.

Art. 6. Subscribed Capital. The share capital is set at twelve thousand, five hundred Euro (EUR 12,500.-) represented by twelve thousand, five hundred (12,500) shares with a nominal value of one Euro (EUR 1.-) each.

In addition to the corporate capital, there may be set up a premium account into which any premium paid on any share in addition to its nominal value is transferred. The amount of the premium account may be used to provide for the payment of any shares which the Company may redeem from its shareholders, to offset any net realised losses, to make distributions to the shareholders or to allocate funds to the legal reserve.

Art. 7. Increase and Reduction of Capital. The capital may be increased, or decreased, in one or several times at any time by a decision of the sole shareholder or by a decision of the shareholders' meeting voting with the quorum and majority rules set out by article 18 of these Articles, or, as the case may be, by the Law for any amendment to these Articles.

Art. 8. Shares. Each share entitles its owner to equal rights in the profits and assets of the Company and to one vote at the general meetings of shareholders. Ownership of one or several shares carries implicit acceptance of the Articles of the Company and the resolutions of the sole shareholder or the general meeting of shareholders.

Each share is indivisible towards the Company.

Co-owners of shares must be represented towards the Company by a common attorney-in-fact, whether appointed amongst them or not.

The sole shareholder may transfer freely its shares when the Company is composed of a sole shareholder. The shares may be transferred freely amongst shareholders when the Company is composed of several shareholders. The shares may be transferred to non-shareholders only with the authorization of the general meeting of shareholders representing at least three quarters of the capital, in accordance with article 189 of the Law.

The transfer of shares must be evidenced by a notarial deed or by a deed under private seal. Any such transfer is not binding upon the Company and upon third parties unless duly notified to the Company or accepted by the Company, in accordance with article 1690 of the Civil Code.

The Company may redeem its own shares in accordance with the provisions of the Law.

Art. 9. Incapacity, Bankruptcy or Insolvency of a Shareholder. The Company shall not be dissolved by reason of the death, suspension of civil rights, insolvency or bankruptcy of the sole shareholder or of one of the shareholders.

Chapter III. Manager(s).

Art. 10. Manager(s), Board of Managers. The Company is managed by one or several managers. If several managers have been appointed, they will constitute a board of managers.

The members of the board might be split into two categories, respectively denominated "Category A Managers" and "Category B Managers".

The managers need not be shareholders. The managers may be removed at any time, with or without legitimate cause, by a resolution of the sole shareholder or by a resolution of the shareholders' holding a majority of votes.

Each manager will be elected by the sole shareholder or by the shareholders' meeting, which will determine their number and the duration of their mandate.

Art. 11. Powers of the Manager(s). In dealing with third parties, the manager or the board of managers will have all powers to act in the name of the Company in all circumstances and to carry out and approve all acts and operations consistent with the Company's object and provide that the terms of this article shall have been complied with.

All powers not expressly reserved by Law or the present Articles to the general meeting of shareholders fall within the competence of the manager or the board of managers.

Towards third parties, the Company shall be bound by the sole signature of its sole manager or, in case of plurality of managers, by the joint signature of any two managers of the Company. In case the managers are split into two categories, the Company shall obligatorily be bound by the joint signature of one Category A Manager and one Category B Manager.

If the manager or the board of managers is temporarily unable to act, the Company's affairs may be managed by the sole shareholder or, in case the Company has several shareholders, by the shareholders acting under their joint signatures.

The manager or board of managers shall have the rights to give special proxies for determined matters to one or more proxyholders, selected from its members or not, either shareholders or not.

Art. 12. Day-to-day Management. The manager or the board of managers may delegate the day-to-day management of the Company to one or several manager(s) or agent(s) and will determine the manager's / agent's responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of his agency. It is understood that the day-to-day management is limited to acts of administration and thus, all acts of acquisition, disposition, financing and refinancing have to obtain the prior approval from the board of managers.

Art. 13. Meetings of the Board of Managers. The meetings of the board of managers are held within the Grand Duchy of Luxembourg.

The board of managers may elect a chairman from among its members. If the chairman is unable to be present, his place will be taken by election among the/those managers present at the meeting.

The board of managers may elect a secretary from among its members.

A manager may be represented by another member of the board of managers.

The meetings of the board of managers may be convened by any two managers by any means of communication including telephone or e-mail, provided that it contains a clear indication of the agenda of the meeting. The board of managers may validly debate without prior notice if all the managers are present or represented.

The board of managers can only validly debate and make decisions if a majority of its members is present or represented by proxies. In case the managers are split into two categories, at least one Category A Manager and one Category B Manager shall be present or represented. Any decisions made by the board of managers shall require a simple majority including at least the favorable vote of one Category A Manager and of one Category B Manager. In case of ballot, the chairman of the meeting has a casting vote.

In case of a conflict of interest as defined in article 15 hereafter, the quorum requirement shall apply and for this purpose the conflicting status of the affected manager(s) is disregarded.

One or more managers may participate in a meeting by means of a conference call or by any similar means of communication initiated from Luxembourg enabling thus several persons participating therein to simultaneously communicate and deliberate with each other. Such participation shall be deemed equal to a physical presence at the meeting. Such a decision can be documented in a single document or in several separate documents having the same content signed by all members having participated.

A written decision, signed by all managers, is proper and valid as though it had been adopted at a meeting of the board of managers, which was duly convened and held.

Such a decision can be documented in a single document or in several separate documents having the same content signed by all members of the board of managers.

Art. 14. Liability - Indemnification. The manager or the board of managers assumes, by reason of its position, no personal liability in relation to any commitment validly made by it in the name of the Company.

The Company shall indemnify any manager or officer and his heirs, executors and administrators, against any damages or compensations to be paid by him/her or expenses or costs reasonably incurred by him/her, as a consequence or in connection with any action, suit or proceeding to which he/she may be made a party by reason of his/her being or having been a manager or officer of the Company, or, at the request of the Company, of any other company of which the Company is a shareholder or creditor and by which he/she is not entitled to be indemnified, except in relation to matters as to which he/she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence, fraud or wilful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by

the settlement as to which the Company is advised by its legal counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not exclude other rights to which such manager or officer may be entitled.

Art. 15. Conflict of Interests. No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that any one or more of the managers or any officer of the Company has a personal interest in, or is a manager, associate, member, officer or employee of such other company or firm. Except as otherwise provided for hereafter, any manager or officer of the Company who serves as a manager, associate, 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 automatically prevented from considering and voting or acting upon any matters with respect to such contract or other business.

Notwithstanding the above, in the event that any manager of the Company may have any personal interest in any transaction conflicting with the interest of the Company, he shall make known to the board of managers such personal interest and shall not consider or vote on any such transaction, and such transaction and such manager's or officer's interest therein shall be reported to the sole shareholder or to the next general meeting of Shareholders.

Chapter IV. Shareholder(s).

Art. 16. General Meeting of Shareholders. If the Company is composed of one sole shareholder, the latter exercises the powers granted by Law to the general meeting of shareholders.

If the Company is composed of no more than twenty-five (25) shareholders, the decisions of the shareholders may be taken by a vote in writing on the text of the resolutions to be adopted which will be sent by the board of managers to the shareholders by any means of communication. In this latter case, the shareholders are under the obligation to, within a delay of fifteen (15) days as from the receipt of the text of the proposed resolution, cast their written vote and mail it to the Company.

Unless there is only one sole shareholder, the shareholders may meet in a general meeting of shareholders upon call in compliance with Law by the board of managers, failing which by the supervisory board, if it exists, failing which by shareholders representing half the corporate capital. The notice sent to the shareholders in accordance with the Law will specify the time and place of the meeting as well as the agenda and the nature of the business to be transacted.

If all the shareholders are present or represented at a shareholders' meeting and if they state that they have been informed of the agenda of the meeting, the meeting may be held without prior notice.

A shareholder may act at any meeting of the shareholders by appointing in writing, by any means of communication as his proxy another person who need not be a shareholder.

Shareholders' meetings, including the annual general meeting, may be held abroad if, in the judgment of the board of managers, which is final, circumstances of "force majeure" so require.

Art. 17. Powers of the Meeting of Shareholders. Any regularly constituted shareholders' meeting of the Company represents the entire body of shareholders.

Subject to all the other powers reserved to the manager or the board of managers by the Law or the Articles and subject to the object of the Company, it has the broadest powers to carry out or ratify acts relating to the operations of the Company.

Art. 18. Procedure, Vote. Any resolution whose purpose is to amend the present Articles or whose adoption is subject by virtue of these Articles or, as the case may be, the Law, to the quorum and majority rules set for the amendment of the Articles will be taken by a majority of shareholders representing at least three quarters of the capital.

The general meeting shall adopt resolutions by a simple majority of votes cast, provided that the number of shares represented at the meeting represents at least one half of the share capital. Blank and mutilated ballots shall not be counted.

One vote is attached to each share.

Chapter V. Financial Year, Distribution of Profits.

Art. 19. Financial Year. The Company's accounting year starts on January 1 st and ends on December 31 st of each year.

Art. 20. Adoption of Financial Statements. At the end of each accounting year, the Company's accounts are established and the manager or the board of managers prepares an inventory including an indication of the value of the Company's assets and liabilities.

The balance sheet and the profit and loss account are submitted to the sole shareholder or, as the case may be, to the general meeting of shareholders for approval.

Each shareholder may inspect the above inventory and balance sheet at the Company's registered office.

Art. 21. Appropriation of Profits. The credit balance of the profit and loss account, after deduction of the expenses, costs, amortisation, charges and provisions represents the net profit of the Company.

Every year five percent (5%) of the net profit will be transferred to the legal reserve. This deduction ceases to be compulsory when the legal reserve amounts to one tenth of the issued capital but must be resumed till the legal reserve is entirely reconstituted if, at any time and for any reason whatsoever, it has been broken into.

The balance is at the disposal of the shareholders.

The excess is distributed among the shareholders. However, the shareholders may decide, at the majority vote determined by the relevant laws, that the profit, after deduction of the reserve and interim dividends if any, be either carried forward or transferred to an extraordinary reserve.

Art. 22. Interim Dividends. Interim dividends may be distributed, at any time, under the following conditions:

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

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

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

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

Chapter VI. Dissolution, Liquidation.

Art. 23. Dissolution, Liquidation. At the time of winding up of the Company, the liquidation will be carried out by one or several liquidators, shareholders or not, appointed by the shareholder(s) who shall determine their powers and remuneration.

Chapter VII. Applicable Law.

Art. 24. Applicable Law. Reference is made to the provisions of the Law for all matters for which no specific provision is made in these Articles.

Transitory provisions

The first accounting year shall begin on the date of the incorporation of the Company and shall terminate on December 31 st , 2015.

Subscription - Payment

All the twelve thousand, five hundred (12,500) shares have been subscribed by Mr. Alexandros Demetrios Economou, prenamed.

All the shares have been fully paid in cash, so that the amount of twelve thousand, five hundred Euro (EUR 12,500.-) is at the disposal of the Company, as has been proven to the undersigned notary, who expressly acknowledges it.

Costs

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of its formation are estimated at one thousand one hundred Euro (EUR 1.100.-).

Resolutions of the sole shareholder

The sole shareholder resolves to:

1. Determine the number of managers at one (1).

2. Appoint Mr. Marcel Stephany, born on September 4 th , 1951, in Luxembourg, Grand Duchy of Luxembourg, having his professional address at 23, Cité Aline Mayrisch, L-7268 Bereldange, Grand Duchy of Luxembourg, as sole manager of the Company.

The duration of the sole manager's mandate is unlimited.

3. Determine the registered seat of the Company at 560A, rue de Neudorf, L-2220 Luxembourg, Grand Duchy of Luxembourg.

Declaration

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 deed was drawn up in Echternach, Grand Duchy of Luxembourg, on the day named at the beginning of this document.

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

Suit la traduction française du texte qui précède:

L'an deux mille quinze, le vingt-deux juin.

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

A COMPARU:

M. Alexandros Demetrios Economou, né le 28 mars 1972, à Lefkosia (Nicosia), Chypre, ayant son adresse au 8, Yiangou Tornariti, Flat 201, Ilia Court, 3035 Limassol, Chypre,

représenté par Peggy Simon, employée privée, ayant son adresse professionnelle au 9, Rabatt, L-6475 Echternach, Grand-Duché de Luxembourg, en vertu d'une procuration établie sous seing privé le 6 mars 2015.

Laquelle procuration restera, après avoir été signée ne varietur par la mandataire du comparant et le notaire instrumentant, annexée aux présentes pour être enregistrée avec elles.

Lequel comparant, représenté comme indiqué ci-dessus, a requis le notaire instrumentant de dresser acte d'une société à responsabilité limitée dont il a arrêté les statuts comme suit:

Chapitre I er . Forme, Dénomination, Siège, Objet, Durée.

Art. 1 er . Forme. Il est formé une société à responsabilité limitée qui sera régie par les lois relatives à une telle entité (ci-après la «Société»), et en particulier la loi du 10 août 1915 relative aux sociétés commerciales, telle que modifiée (ci-après la «Loi»), ainsi que par les présents statuts de la Société (ci-après les «Statuts»).

La Société comporte initialement un associé unique, propriétaire de la totalité des parts sociales. Elle peut cependant, à toute époque, comporter plusieurs associés, dans la limite de quarante (40) associés, par suite notamment, de cession ou transmission de parts sociales ou de création de parts sociales nouvelles.

Art. 2. Objet. La Société a pour objet la prise de participations, tant au Luxembourg qu'à l'étranger, dans d'autres sociétés ou entreprises sous quelque forme que ce soit et la gestion de ces participations. La Société pourra en particulier acquérir par souscription, achat, et échange ou de toute autre manière tous titres, actions et autres valeurs de participation, incluant sans limitation, des obligations, tout instrument de dette, créances, certificats de dépôt, des unités de trust et en général toute valeur ou instruments financiers émis par toute entité publique ou privée, y compris des sociétés de personnes. Elle pourra participer dans la création, le développement, la gestion et le contrôle de toute société ou entreprise. Elle pourra en outre investir dans l'acquisition et la gestion d'un portefeuille de brevets ou d'autres droits de propriété intellectuelle de quelque nature ou origine que ce soit.

La Société pourra emprunter sous quelque forme que ce soit à l'exception d'un emprunt public. Elle peut procéder, par voie de placement privé, à l'émission de parts et d'obligations et d'autres titres représentatifs d'emprunts et/ou de créances incluant, sans limitation, l'émission de «PECS» et des «warrants», et ce convertibles ou non. La Société pourra prêter des fonds, y compris ceux résultant des emprunts et/ou des émissions d'obligations, à ses filiales, sociétés affiliées et à toute autre société. Elle peut également consentir des garanties ou des sûretés au profit de tierces personnes afin de garantir ses obligations ou les obligations de ses filiales, sociétés affiliées ou de toute autre société. La Société pourra en outre gager, nantir, céder, grever de charges tout ou partie de ses avoirs ou créer, de toute autre manière, des sûretés portant sur tout ou partie de ses avoirs.

La Société peut, d'une manière générale, employer toutes techniques et instruments liés à des investissements en vue d'une gestion efficace, y compris des techniques et instruments destinés à la protéger contre les créanciers, fluctuations monétaires, fluctuations de taux d'intérêt et autres risques.

La Société pourra accomplir toutes opérations commerciales, financières ou industrielles ainsi que tout transfert de propriété immobilière ou mobilière, qui directement ou indirectement favorisent la réalisation de son objet social ou s'y rapportent de manière directe ou indirecte.

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

Art. 4. Dénomination. La Société a comme dénomination «Watton S.à r.l.».

Art. 5. Siège Social. Le siège social est établi à Luxembourg-Ville.

Il peut être transféré en tout autre endroit du Grand-Duché de Luxembourg par une délibération de l'assemblée générale extraordinaire des associés délibérant comme en matière de modification des Statuts.

L'adresse du siège social peut être déplacée à l'intérieur de la commune par simple décision du gérant, ou en cas de pluralité de gérants, du conseil de gérance.

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

Chapitre II. Capital, Parts Sociales.

Art. 6. Capital Souscrit. Le capital social est fixé à douze mille cinq cents euros (EUR 12.500,-) représenté par douze mille cinq cents (12.500) parts sociales ayant une valeur nominale d'un euro (EUR 1,-) chacune.

En plus du capital social, un compte de prime d'émission peut être établi auquel toutes les primes payées sur une part sociale en plus de la valeur nominale seront transférées. L'avoir de ce compte de primes peut être utilisé pour effectuer le remboursement en cas de rachat des parts sociales des associés par la Société, pour compenser des pertes nettes réalisées, pour effectuer des distributions aux associés, ou pour être affecté à la réserve légale.

Art. 7. Augmentation et Diminution du Capital Social. Le capital émis de la Société peut être augmenté ou réduit, en une ou en plusieurs fois, par une résolution de l'associé unique ou des associés adoptée aux conditions de quorum et de majorité exigées par l'article 18 des Statuts ou, selon le cas, par la Loi pour toute modification des Statuts.

Art. 8. Parts Sociales. Chaque part sociale confère à son propriétaire un droit égal dans les bénéfices de la Société et dans tout l'actif social et une voix à l'assemblée générale des associés. La propriété d'une ou de plusieurs parts sociales emporte de plein droit adhésion aux Statuts de la Société et aux décisions de l'associé unique ou des associés.

Chaque part est indivisible à l'égard de la Société.

Les propriétaires indivis de parts sociales sont tenus de se faire représenter auprès de la Société par un mandataire commun pris parmi eux ou en dehors d'eux.

Les cessions ou transmissions de parts sociales détenues par l'associé unique sont libres, si la Société a un associé unique. Les parts sociales sont librement cessibles entre associés, si la Société a plusieurs associés. Les parts sociales ne peuvent être cédées entre vifs à des non-associés que moyennant l'agrément des associés représentant les trois quarts du capital social, en conformité avec l'article 189 de la Loi.

La cession de parts sociales doit être formalisée par acte notarié ou par acte sous seing privé. De telles cessions ne sont opposables à la Société et aux tiers qu'après qu'elles aient été signifiées à la Société ou acceptées par elle conformément à l'article 1690 du Code Civil.

La Société peut racheter ses propres parts sociales conformément aux dispositions légales.

Art. 9. Incapacité, Faillite ou Déconfiture d'un Associé. La Société ne sera pas dissoute par suite du décès, de la suspension des droits civils, de l'insolvabilité ou de la faillite de l'associé unique ou d'un des associés.

Chapitre III. Gérant(s).

Art. 10. Gérants, Conseil de Gérance. La Société est gérée par un ou plusieurs gérants. Si plusieurs gérants sont nommés, ils constitueront un conseil de gérance. Les membres peuvent ou non être répartis en deux catégories, nommés respectivement «Gérants de catégorie A» et «Gérants de catégorie B».

Les gérants ne doivent pas être obligatoirement associés. Ils peuvent être révoqués à tout moment, avec ou sans justification légitime, par décision de l'associé unique ou des associés représentant une majorité des voix.

Chaque gérant sera nommé par l'associé unique ou les associés, selon le cas, qui détermineront leur nombre et la durée de leur mandat.

Art. 11. Pouvoirs du/des Gérant(s). Dans les rapports avec les tiers, le gérant ou le conseil de gérance a tout pouvoir pour agir au nom de la Société dans toutes les circonstances et pour effectuer et approuver tout acte et opération conformément à l'objet social et pourvu que les termes du présent article aient été respectés.

Tous les pouvoirs non expressément réservés à l'assemblée générale des associés par la Loi ou les Statuts seront de la compétence du gérant ou du conseil de gérance.

Envers les tiers, la Société est valablement engagée par la signature de son gérant unique ou, en cas de pluralité de gérants, par la signature conjointe de deux gérants. Dans l'éventualité où deux catégories de gérants sont créées, la Société sera obligatoirement engagée par la signature conjointe d'un Gérant de catégorie A et d'un Gérant de catégorie B.

Si le gérant ou le conseil de gérance est temporairement dans l'impossibilité d'agir, la Société pourra être gérée par l'associé unique ou en cas de pluralité d'associés, par les associés agissant conjointement.

Le gérant ou le conseil de gérance a le droit de déléguer certains pouvoirs déterminés à un ou plusieurs mandataires, sélectionnés parmi ses membres ou pas, qu'ils soient associés ou pas.

Art. 12. Gestion Journalière. Le gérant ou le conseil de gérance peut déléguer la gestion journalière de la Société à un ou plusieurs gérant(s) ou mandataire(s) et déterminera les responsabilités et rémunérations (éventuelle) des gérants/mandataires, la durée de la période de représentation et toute autre condition pertinente de ce mandat. Il est convenu que la gestion journalière se limite aux actes d'administration et qu'en conséquence, tout acte d'acquisition, de disposition, de financement et refinancement doit être préalablement approuvé par le gérant ou le conseil de gérance.

Art. 13. Réunions du Conseil de Gérance. Les réunions du conseil de gérance sont tenues au Grand-Duché de Luxembourg.

Le conseil de gérance peut élire un président parmi ses membres. Si le président ne peut être présent, un remplaçant sera élu parmi les gérants présents à la réunion.

Le conseil de gérance peut élire un secrétaire parmi ses membres.

Un gérant peut en représenter un autre au conseil.

Les réunions du conseil de gérance sont convoquées par deux gérants par n'importe quel moyen de communication incluant le téléphone ou le courrier électronique, à condition qu'il contienne une indication claire de l'ordre du jour de la réunion. Le conseil de gérance peut valablement délibérer sans convocation préalable si tous les gérants sont présents ou représentés.

Le conseil de gérance ne peut délibérer et prendre des décisions valablement que si une majorité de ses membres est présente ou représentée par procurations. Dans l'éventualité où deux catégories de gérants sont créées, au moins un Gérant de catégorie A et un Gérant de catégorie B devra être présent ou représenté.

Toute décision du conseil de gérance doit être prise à majorité simple, avec au moins le vote affirmatif d'un Gérant de catégorie A et d'un Gérant de catégorie B dans l'éventualité où deux catégories de gérants sont créées. En cas de ballottage, le président du conseil a un vote prépondérant.

En cas de conflit d'intérêt tel que défini à l'article 15 ci-après, les exigences de quorum s'appliqueront et, à cet effet, il ne sera pas tenu compte de l'existence d'un tel conflit dans le chef du ou des gérants concernés pour la détermination du quorum.

Chaque gérant et tous les gérants peuvent participer aux réunions du conseil par «conference call» ou par tout autre moyen similaire de communication, à partir du Luxembourg, ayant pour effet que tous les gérants participant et délibérant au conseil puissent se comprendre mutuellement.

Dans ce cas, le ou les gérants concernés seront censés avoir participé en personne à la réunion. Cette décision peut être documentée dans un document unique ou dans plusieurs documents séparés ayant le même contenu, signé(s) par tous les participants.

Une décision prise par écrit, approuvée et signée par tous les gérants, produira effet au même titre qu'une décision prise à une réunion du conseil de gérance, dûment convoquée et tenue.

Cette décision peut être documentée dans un document unique ou dans plusieurs documents séparés ayant le même contenu, signé(s) par tous les participants.

Art. 14. Responsabilité, Indemnisation. Le gérant ou le conseil de gérance ne contracte à raison de sa fonction, aucune obligation personnelle relativement aux engagements régulièrement pris par lui au nom de la Société.

La Société devra indemniser tout gérant ou mandataire et ses héritiers, exécutant et administrant, contre tous dommages ou compensations devant être payés par lui/elle ainsi que les dépenses ou les coûts raisonnablement engagés par lui/elle, en conséquence ou en relation avec toute action, procès ou procédures à propos desquelles il/elle pourrait être partie en raison de son/sa qualité ou ancienne qualité de gérant ou mandataire de la Société, ou, à la requête de la Société, de toute autre société où la Société est un associé ou un créancier et par quoi il/elle n'a pas droit à être indemnisé(e), sauf si cela concerne des questions à propos desquelles il/elle sera finalement déclaré(e) impliqué(e) dans telle action, procès ou procédures en responsabilité pour négligence grave, fraude ou mauvaise conduite préméditée. Dans l'hypothèse d'une transaction, l'indemnisation sera octroyée seulement pour les points couverts par l'accord et pour lesquels la Société a été avertie par son avocat que la personne à indemniser n'a pas commis une violation de ses obligations telle que décrite ci-dessus. Les droits d'indemnisation ne devront pas exclure d'autres droits auxquels tel gérant ou mandataire pourrait prétendre.

Art. 15. Conflit d'Intérêt. Aucun contrat ou autre transaction entre la Société et d'autres sociétés ou firmes ne sera affecté ou invalidé par le fait qu'un ou plusieurs gérants ou fondés de pouvoirs de la Société y auront un intérêt personnel, ou en seront gérant, associé, fondé de pouvoirs ou employé. Sauf dispositions contraires ci-dessous, un gérant ou fondé de pouvoirs de la Société qui remplira en même temps des fonctions d'administrateur, associé, fondé de pouvoirs ou employé d'une autre société ou firme avec laquelle la Société contractera ou entrera autrement en relations d'affaires, ne sera pas, pour le motif de cette appartenance à cette société ou firme, automatiquement empêché de donner son avis et de voter ou d'agir quant à toutes opérations relatives à un tel contrat ou autre affaire.

Nonobstant ce qui précède, au cas où un gérant ou fondé de pouvoirs aurait un intérêt personnel dans une opération de la Société, entrant en conflit avec les intérêts de la Société, il en avisera le conseil de gérance et il ne pourra prendre part aux délibérations ou émettre un vote au sujet de cette opération. Cette opération ainsi que l'intérêt personnel du gérant ou du fondé de pouvoirs seront portés à la connaissance de l'associé unique ou des associés au prochain vote par écrit ou à la prochaine assemblée générale des associés.

Chapitre IV. Associé(s).

Art. 16. Assemblée Générale des Associés. Si la Société comporte un associé unique, celui-ci exerce tous les pouvoirs qui sont dévolus par la Loi à l'assemblée générale des associés.

Si la Société ne comporte pas plus de vingt-cinq (25) associés, les décisions des associés peuvent être prises par vote écrit sur le texte des résolutions à adopter, lequel sera envoyé par le conseil de gérance aux associés par le biais de tout moyen de communication. Dans ce dernier cas, les associés ont l'obligation d'émettre leur vote écrit et de l'envoyer à la Société, dans un délai de quinze jours suivant la réception du texte de la résolution proposée.

A moins qu'il n'y ait qu'un associé unique, les associés peuvent se réunir en assemblée générale conformément aux conditions fixées par la Loi sur convocation par le conseil de gérance, ou à défaut, par le conseil de surveillance, s'il existe, ou à défaut, par des associés représentant la moitié du capital social. La convocation envoyée aux associés en conformité avec la Loi indiquera la date, l'heure et le lieu de l'assemblée et elle contiendra l'ordre du jour de l'assemblée générale ainsi qu'une indication des affaires qui y seront traitées.

Au cas où tous les associés sont présents ou représentés et déclarent avoir eu connaissance de l'ordre du jour de l'assemblée, celle-ci peut se tenir sans convocation préalable.

Tout associé peut prendre part aux assemblées en désignant par écrit, par tout moyen de communication, un mandataire, lequel n'est pas obligatoirement associé.

Les assemblées générales des associés, y compris l'assemblée générale annuelle, peuvent se tenir à l'étranger chaque fois que se produiront des circonstances de force majeure qui seront appréciées souverainement par le conseil de gérance.

Art. 17. Pouvoirs de l'Assemblée Générale. Toute assemblée générale des associés régulièrement constituée représente l'ensemble des associés.

Sous réserve de tous autres pouvoirs réservés au conseil de gérance en vertu de la Loi ou les Statuts et conformément à l'objet social de la Société, elle a les pouvoirs les plus larges pour décider ou ratifier tous actes relatifs aux opérations de la Société.

Art. 18. Procédure - Vote. Toute décision dont l'objet est de modifier les présents Statuts ou dont l'adoption est soumise par les présents Statuts, ou selon le cas, par la Loi aux règles de quorum et de majorité fixée pour la modification des Statuts sera prise par une majorité des associés représentant au moins les trois quarts du capital.

L'assemblée générale adoptera les décisions à la majorité simple des voix émises, à condition que le nombre des parts sociales représentées à l'assemblée représente au moins la moitié du capital social. Les votes blancs et les votes à bulletin secret ne devront pas être pris en compte.

Chaque action donne droit à une voix.

Chapitre V. Année Sociale, Répartition.

Art. 19. Année Sociale. L'année sociale commence le 1 er janvier et se termine le 31 décembre de chaque année.

Art. 20. Approbation des Comptes Annuels. Chaque année, à la fin de l'exercice social, les comptes de la Société sont établis et le gérant ou le conseil de gérance prépare un inventaire comprenant l'indication de la valeur des actifs et passifs de la Société.

Les comptes annuels et le compte des profits et pertes sont soumis à l'agrément de l'associé unique ou, suivant le cas, des associés.

Tout associé peut prendre connaissance desdits inventaires et bilan au siège social.

Art. 21. Affectation des Résultats. L'excédent favorable du compte de profits et pertes, après déduction des frais, charges et amortissements et provisions, constitue le bénéfice net de la Société.

Chaque année, cinq pour cent (5%) du bénéfice net seront affectés à la réserve légale.

Ces prélèvements cesseront d'être obligatoires lorsque la réserve légale aura atteint un dixième du capital social, mais devront être repris jusqu'à entière reconstitution, si à un moment donné et pour quelque cause que ce soit, le fonds de réserve se trouve entamé.

Le solde du bénéfice net est distribué entre les associés.

Le surplus est distribué entre les associés. Néanmoins, les associés peuvent, à la majorité prévue par la Loi, décider qu'après déduction de la réserve légale et des dividendes intérimaires le cas échéant, le bénéfice sera reporté à nouveau ou transféré à une réserve spéciale.

Art. 22. Dividendes Intérimaires. Des acomptes sur dividendes peuvent être distribués à tout moment, sous réserve du respect des conditions suivantes:

- Des comptes intérimaires doivent être établis par le gérant ou par le conseil de gérance;

- Ces comptes intérimaires, les bénéfices reportés ou affectés à une réserve extraordinaire y inclus, font apparaître un bénéfice;

- Le gérant ou le conseil de gérance est seul compétent pour décider de la distribution d'acomptes sur dividendes;

- Le paiement n'est effectué par la Société qu'après avoir obtenu l'assurance que les droits des créanciers ne sont pas menacés et une fois que cinq pour cent (5 %) du profit net de l'année en cours a été attribué à la réserve légale.

Chapitre VI. Dissolution, Liquidation.

Art. 23. Dissolution, Liquidation. Au moment de la dissolution de la Société, la liquidation sera assurée par un ou plusieurs liquidateurs, associés ou non, nommés par les associé(s) qui détermineront leurs pouvoirs et rémunérations.

Chapitre VII. Loi Applicable.

Art. 24. Loi Applicable. Pour tout ce qui ne fait pas l'objet d'une prévision spécifique par les Statuts, il est fait référence à la Loi.

Dispositions transitoires

Le premier exercice social commence le jour de la constitution de la Société et se termine le 31 décembre 2015.

Souscription - Libération

Toutes les douze mille cinq cents (12.500) parts sociales ont été souscrites par M. Alexandros Demetrios Economou, prénommé.

Toutes les parts sociales ont été entièrement libérées par versement en espèces, de sorte que la somme de douze mille cinq cents euros (EUR 12.500,-) est à la disposition de la Société, ce qui a été prouvé au notaire instrumentant, qui le reconnaît expressément.

Frais

Le comparant a évalué le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge à raison de sa constitution à environ mille cent Euros (EUR 1.100.-).

Décisions de l'associé unique

L'associé unique décide de:

1. Déterminer le nombre de gérants à un (1).

2. Nommer M. Marcel Stephany, né le 4 Septembre 1951, à Luxembourg, Grand-Duché de Luxembourg, ayant son adresse professionnelle au 23, Cité Aline Mayrisch, L-7268 Bereldange, Grand-Duché de Luxembourg, en tant que gérant unique de la Société.

La durée du mandat du gérant unique est illimitée.

3. Déterminer l'adresse du siège social de la Société au 560A, rue de Neudorf, L-2220 Luxembourg, Grand-Duché de Luxembourg.

Déclaration

Le notaire soussigné, qui a personnellement connaissance de la langue anglaise, déclare que le comparant l'a requis de documenter le présent acte en langue anglaise, suivi d'une version française, et en cas de divergence entre le texte anglais et le texte français, le texte anglais fera foi.

DONT ACTE, fait et passé à Echternach, Grand-Duché de Luxembourg, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée à la mandataire du comparant, celle-ci a signé le présent acte avec le notaire.

Signé: P. SIMON, Henri BECK.

Enregistré à Grevenmacher Actes Civils, le 26 juin 2015. Relation: GAC/2015/5326. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

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

Echternach, le 29 juin 2015.

Référence de publication: 2015103548/488.

(150112842) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Maxi S.A., Société Anonyme.

Siège social: L-6557 Dickweiler, 5, rue d'Echternach.

R.C.S. Luxembourg B 107.334.

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Le bilan au 31/12/2014 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 22/6/2015.

Référence de publication: 2015096915/10.

(150107726) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 juin 2015.

Icaria Invest S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 121.595.

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Le Bilan et l'affectation du résultat 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.

Luxembourg, le 26 Juin 2015.

Icaria Invest S.à r.l.

Domenico Latronico

Gérant B

Référence de publication: 2015102332/14.

(150112083) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

EYNAV Opportunity SCA, SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 184.527.

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In the year two thousand fifteen, on the eleventh of June.

Before Us Maître Jean SECKLER, notary residing in Junglinster.

Was held

an extraordinary general meeting of the shareholders of "EYNAV Opportunity SCA, SICAV-SIF", with registered office at 37, Val Saint André, L-1128 Luxembourg, duly registered with the Luxembourg Trade Register under section B number 184.527, incorporated by a deed of Maître Maître Paul DECKER, then notary residing in Luxembourg, on the 4 th February 2014, published in the Mémorial C, Recueil des Sociétés et Associations, number 957 of 15 th April 2014.

The Meeting is presided by Mr Julien OBRY, director of companies, residing professionally in Luxembourg.

The chairman appoints as secretary Mr Dominique CERONNE, director of companies, residing professionally in Luxembourg and the meeting elects as scrutineer Mr Paul ALLARD, director of companies, residing professionally in Luxembourg.

The board of the meeting having thus been constituted, the Chairman declared and requested the notary to state the following:

I.- That the present extraordinary general meeting has been convened by a notice sent by registered mail to all the shareholders on 28 th of May, 2015.

II.- The shareholders present or represented and the number of shares held by each of them are shown on an attendance list, signed by the chairman, the secretary, the scrutineer and the undersigned notary. The said list will be annexed to this document to be filed with the registration authorities.

III.- It appears from the attendance list, that out of 12161,115 shares in circulation, 9824,256 shares are present or represented at the present extraordinary general meeting, so that the meeting could validly decide on all the items of the agenda.

IV.- That the agenda of the meeting is the following:

Agenda

1. Replacement of the Custodian of the company, ABN AMRO Bank (Luxembourg) S.A. by NATIXIS Bank (Luxembourg) S.A.

2. Complete amendment/recastment of the Articles in order to better comply with the law of 12 July 2013 on alternative investment fund managers (AIFM law) and with the latest interpretations and guidelines of the Luxembourg supervisory authority, the Commission de Surveillance du Secteur Financier (CSSF) concerning the execution of applicable laws and regulations, as well as other modification made to adapt the Articles to future development of the Company, in the form attached in mark-up to this letter in Annexe 2;

3. Acknowledgement of the fact that the Offering Document of the Company has been completely amended/ recasted in order to better comply with the AIFM law and with the latest interpretations and guidelines of the CSSF concerning the execution of applicable laws and regulations, as well as other modification made to adapt the Offering Document to future development of the Company, in the form attached in mark-up to this letter in Annexe 3;

4. Miscellaneous.

After the foregoing was approved by the meeting, the meeting unanimously took the following resolutions:

First resolution

The general meeting decides to validate the replacement of the Custodian of the company, ABN AMRO Bank (Luxembourg) S.A. by NATIXIS Bank (Luxembourg) S.A.

Second resolution

The general meeting decides to reword completely the articles of association in order to comply with the law of 12 July 2013 on alternative investment fund managers (AIFM law) and with the latest interpretations and guidelines of the Luxembourg supervisory authority, the Commission de Surveillance du Secteur Financier (CSSF) concerning the execution of applicable laws and regulations, as well as other modifications made to adapt the Articles to future development of the Company.

The articles of association will have the following wording:

" **Art. 1. Name and form.** Pursuant to the decision of the sole unitholder of EYNAV ARBITRAGE ALPHA 1 SIF-FCP ("EYNAV Arbitrage"), a Luxembourg mutual investment fund (fonds commun de placement) organized under the modified law of 13 February 2007 relating to specialized investment funds (the "Law of 2007") and managed by EYNAV Gestion

S.A. (previously EYNAV Capital S.A.), to transform the legal form of such investment fund into an investment company with variable capital (société d'investissement à capital variable) under the form of a société en commandite par actions, there exists from today on among the subscribers and all those who may become holders of shares, a company in the form of a "société en commandite par actions" qualifying as a "société d'investissement à capital variable - fonds d'investissement spécialisé" under the new name of "EYNAV Opportunity SCA, SICAV-SIF" (the "Fund").

Art. 2. Duration. The Fund keep being established for an unlimited duration. The Fund may be dissolved subject to the provisions of Article 27 of the present articles of incorporation of the Fund (the "Articles").

Art. 3. Purpose. The exclusive object of the Fund keep being to place the funds available to it in securities and any other assets, with the purpose of spreading investment risks and affording its shareholders (the "Shareholders") the results of the management of its portfolio.

The Fund keep being subject to the provisions of the Law of 2007. The Fund may take any measures and carry out any operations which it may deem useful in the accomplishment and development of its purpose to the full extent permitted by the Law of 2007.

Art. 4. Registered office. The registered office of the Fund is established in Luxembourg City, in the Grand Duchy of Luxembourg. To the extent permitted by law, the General Partner, as further described in Article 11, may resolve to transfer the registered office of the Fund to any other place in the Grand Duchy of Luxembourg. Wholly owned subsidiaries, branches or other offices may be established either in Luxembourg or abroad by resolution of the General Partner.

In the event that the General Partner determines that events of force majeure have occurred or are imminent that would interfere with the normal activities of the Fund at its registered office, or with the cease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these events of force majeure; such temporary measures shall have no effect on the nationality of the Fund which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg Fund.

Art. 5. Share capital - sub-funds. The capital of the Fund shall be represented by two type of shares, namely the unlimited shares held by the General Partner as unlimited Shareholder (actionnaire commandité) (the "Management Shares") and ordinary shares held by the limited Shareholders (actionnaires commanditaires) (the "Ordinary Shares").

Each Ordinary Share and Management Share may be referred to as a "Share" and collectively as the "Shares", whenever the reference to a specific class or category of Share is not required.

The capital of the Fund shall at any time be equal to the total net assets of the Fund as defined in Article 20 hereof.

The capital of the Fund shall be represented by fully or partly paid up Shares, in accordance with Article 28.3 of the Law of 2007, of no par value and at the time of establishment amounted to one million one hundred thirty-one thousand six hundred thirty-six Euros (EUR 1,131,636) divided into one (1) Management Share and one thousand three hundred (1300) Ordinary Shares fully paid-up of no par value. Each share may be referred to as a "Share" and collectively as the "Shares", whenever the reference to a specific class or category of Share is not required.

The minimum capital of the Fund shall be at least the equivalent of one million two hundred and fifty thousand Euros (1,250,000. - EUR) and must be achieved within 12 months after the date on which the Fund has been authorized by the Luxembourg supervisory authority for the financial sector (Commission de Surveillance du Secteur Financier) as a specialised investment fund under the Law of 2007.

For the purpose of determining the capital of the Fund, the net assets attributable to each class or category shall, if not denominated in Euros, be converted into Euros, by taking into account the rate of exchange prevailing at the time of determination of the net asset value, and the capital shall be the aggregate of the net assets of all the classes or categories. The Fund shall prepare consolidated accounts in Euros.

The Fund is composed of one or more sub-funds in accordance with the Law of 2007, each of them constituting a distinct pool of assets, managed in the exclusive benefit of the limited shareholders of the relevant sub-fund.

The General Partner may, at any time, establish additional sub-fund(s) and determine the name and specific features thereof (including, but not limited to investment objectives, policy, strategy and/or restrictions, specific fee structure, reference currency) as further set out in the prospectus.

The Fund is one single legal entity. However, by way of derogation to article 2093 of the Luxembourg Civil Code and in accordance with the provisions of article 71 of the Law of 2007, the assets of any given sub-fund are only available for the satisfaction of the debts, obligations and liabilities, which are attributable to such sub-fund. Amongst Shareholders, each sub-fund is treated as a separate entity.

Art. 6. Issue of Shares. The General Partner is authorized without limitation to issue partly or fully paid Ordinary Shares at any time in accordance with the procedures and subject to the terms and conditions determined by the General Partner and disclosed in the prospectus issued by the Fund as amended form time to time (the "Prospectus"), without reserving to the existing shareholders any preferential right to subscription of the Ordinary Shares to be issued.

The Ordinary Shares may, as the General Partner shall determine, be of different classes, each distinguished by such specific features (such as, but not limited to, a specific charging structure, distribution policy or hedging policy) and within

each class, one or several category(ies) of Shares may be issued subject to their own specific features, as the General Partner shall from time to time determine and as detailed in the Prospectus.

In addition to the restrictions concerning the eligibility of investors as foreseen by the Law of 2007, the General Partner may determine any other conditions such as a minimum subscription amount, a minimum subsequent subscription amount, a minimum holding of Shares and any other restrictions on the ownership of Shares. Such other conditions shall be disclosed and more fully described in the Prospectus.

Whenever the Fund offers Shares for subscription, the price per Share at which such Shares are offered shall be (i) for classes or categories of Shares for which no net asset value has been determined so far a fixed price determined by the General Partner as disclosed in the Prospectus, or (ii) for all other classes or categories of Shares the net asset value per Share of the relevant class or category as determined in compliance with Article 20 hereof as of the relevant valuation day (as defined in Article 19 hereof), in the conditions determined by the General Partner as disclosed in the Prospectus.

Such price may be increased by applicable sales commissions or subscription fees to be determined by the General Partner and disclosed in the Prospectus.

The General Partner may delegate to any manager, officer, agent, other duly authorized representative or third contractual party the power to accept subscriptions and receive payment of the price of the Shares to be issued and to deliver them.

Any request for subscription shall be irrevocable except in the event of a suspension of the determination of the net asset value per Share (the "Net Asset Value").

The issue of Shares shall be suspended if the calculation of the Net Asset Value is suspended pursuant to Article 21 hereof.

Art. 7. Form of Shares. Shares may only be issued in registered form.

The subscriber can, upon request and without undue delay, obtain delivery of definitive confirmation of his shareholding.

All issued Shares of the Fund shall be registered in the register of Shareholders, which shall be kept by the Fund or by one or more persons designated therefore by the Fund and such register shall contain the name of each holder of registered Shares, his residence or elected domicile so far as notified to the Fund and the number and class / category of Shares held by him and the amounts paid. Every transfer of a Share shall be entered in the register of Shareholders. The inscription of the Shareholder's name in the register of Shareholders evidences his right of ownership of such Shares.

Every registered Shareholder must provide the Fund with an address to which all notices and announcements from the Fund may be sent. In the event of joint holders of Shares, only one address will be inserted and any notices will be sent to that address only.

In the event that such Shareholder does not provide such address or notices and announcements are returned as undeliverable to such address, the Fund may permit a notice to this effect to be entered in the register of Shareholders and the Shareholder's address will be deemed to be at the registered office of the Fund, or such other address as may be so entered by the Fund from time to time, until another address shall be provided to the Fund by such Shareholder. The Shareholder may, at any time, change his address as entered in the register of Shareholders by means of a written notification to the Fund at its registered office, or at such other address as may be set by the Fund from time to time.

The Fund may decide to issue or allow otherwise fractional Shares. Such fractional Shares shall not be entitled to vote but shall be entitled to participate in the net assets attributable to the relevant class or category of Shares on a pro rata basis.

The Fund will recognize only one holder in respect of a Share in the Fund. In the event of joint ownership, the Fund may suspend the exercise of any right deriving from the relevant Share or Shares until one person shall have been designated to represent the joint owners vis-a-vis the Fund.

In the case of joint shareholders, the Fund reserves the right to pay any redemption proceeds, distributions or other payments to the first registered holder only, whom the Fund may consider to be the representative of all joint holders, or to all joint Shareholders together, at its absolute discretion.

If any Shareholder can prove to the satisfaction of the Fund that his confirmation of shareholding has been mislaid, mutilated or destroyed, a duplicate confirmation of shareholding may be issued at his request under such conditions, as the Fund may determine. At the issuance of the new confirmation of shareholding, on which it shall be recorded that it is a duplicate, the original confirmation of shareholding in place of which the new one has been issued shall become void.

The Fund may, at its discretion, charge the Shareholder any exceptional out of pocket expenses incurred in issuing initial, a duplicate or a new confirmation of shareholding in substitution for one mislaid, mutilated or destroyed.

Art. 8. Restrictions on ownership. Shares of the Fund are available to well-informed investors only. Well-informed investor ("Well-Informed Investor") has the meaning ascribed to it in the Law of 2007 and includes institutional investors, professional investors and any other Well-Informed Investor who fulfils the following conditions:

A) he has confirmed in writing that he adheres to the status of Well-Informed Investor, as defined by the Law of 2007; and

B) (i) he invests a minimum of one hundred and twenty five thousand Euro (EUR 125,000) in the Fund; or

(ii) he has been the subject of an assessment made by a credit institution within the meaning of Directive 2006/48/CE, by an investment firm within the meaning of Directive 2004/39/CE or by a management Fund with the meaning of Directive

2001/107/CE, certifying his expertise, his experience and his knowledge in adequately appraising an investment in specialized investment Fund.

The General Partner may (i) reject in whole or in part at its discretion any application for Shares or (ii) repurchase at any time the Shares held by Shareholders who are excluded from purchasing or holding Shares, in which case subscription monies paid, or the balance thereof, as appropriate, will normally be returned to the applicant, without undue delay, provided such subscription monies have been cleared.

In the event that the General Partner gives notice of a compulsory redemption for any of the reasons set forth herein to a Shareholder, such Shareholder shall cease to be entitled to the Shares specified in the compulsory redemption notice immediately after the close of business on the date specified therein.

The General Partner may restrict or prevent the ownership of Shares in the Fund by any prohibited person. A prohibited person ("Ineligible Investor") is any person, firm, partnership or corporate entity, if in the sole opinion of the General Partner the holding of Shares may be detrimental to the interest of the existing Shareholders of the Fund, if it may result in the breach of any law or regulation, whether Luxembourg or otherwise, or if as a result thereof the Fund may become exposed to tax disadvantages, fines or penalties that it would not have otherwise incurred. This includes investor that fails to pay any part of its commitment when due and payable ("Defaulting Investor"), as more fully described in the Prospectus.

As the Fund is not registered under the United States Securities Act of 1933, as amended, nor has the Fund been registered under the United States Investment Fund Act of 1940, as amended, its Shares may not be offered or sold, directly or indirectly, to any US person. Each occurrence of the term "US Person" shall designate a national, citizen or resident of United States of America or of one of its territories or possession or of a region subject to its jurisdiction.

Any proposed transfer of Shares in the Fund must be notified to the General Partner, which shall refuse to approve and register a proposed transfer in circumstances where, inter alia:

i) shares would be transferred to investors not qualifying as Well-Informed Investors;

ii) shares would be transferred to a Ineligible Investor or a US Person;

iii) shares have been transferred where, inter alia, the transfer could result in legal, pecuniary, competitive, regulatory, tax or material administrative disadvantage to the Fund, any class or category of Shares or the shareholders.

For such purposes the General Partner may:

(A) decline to issue any Shares and decline to register any transfer of Shares, where it appears to it that such registry or transfer would or might result in legal or beneficial ownership of such Shares by a Ineligible Investor; and

(B) at any time require any person whose name is entered in, or any person seeking to register the transfer of Shares on the register of Shareholders, to furnish it with any information, supported by affidavit, which it may consider necessary for the purpose of determining whether or not beneficial ownership of such Shares rests in a Ineligible Investor, or whether such registry or will result in beneficial ownership of such Shares by a Ineligible Investor; and

(C) decline to accept the vote of any Ineligible Investor at any meeting of Shareholders of the Fund; and

(D) proceed with the compulsory redemption of all the relevant Shares if it appears that a person who is not authorised to hold such Shares in the Fund, either alone or together with other persons, is the owner of Shares in the Fund, or proceed with the compulsory redemption of any or a part of the Shares, if it appears to the Fund that one or several persons is or are owner or owners of a proportion of the Shares in the Fund in such a manner that this may be detrimental to the Fund. The following procedure shall be applied:

(1) the General Partner shall send a notice (hereinafter called the "Compulsory Redemption Notice") to the relevant Investor possessing the Shares to be redeemed; the Compulsory Redemption Notice shall specify the Shares to be redeemed, the price to be paid, and the place where this price shall be payable. The Compulsory Redemption Notice may be sent to the Investor by recorded delivery letter to his last known address. The Investor in question shall be obliged without delay to deliver to the Fund the certificate or certificates, if there are any, representing the Shares to be redeemed specified in the Compulsory Redemption Notice. From the closing of the offices on the day specified in the Compulsory Redemption Notice, the Investor shall cease to be the owner of the Shares specified in the Compulsory Redemption Notice and the certificates representing these Shares shall be rendered null and void in the books of the Fund;

(2) the price at which the Shares specified in the compulsory redemption notice shall be redeemed (the "Compulsory Redemption Price") shall, under normal circumstances, be equal to the then prevailing Net Asset Value as of the next applicable Valuation Day. However, the General Partner may, in its entire discretion, change the Compulsory Redemption Price as explained herein in the section dedicated to the redemption of Shares. Payment of the Compulsory Redemption Price will be made by the custodian or its agents not later than ten (10) business days counting from and including the Publication Day on which the Net Asset Value of the redeemed Shares is available. Payment of the Compulsory Redemption Price will be made to the owner of such Shares in the reference currency of the relevant sub-fund, except during periods of exchange restrictions, and will be deposited by the Fund with a bank in Luxembourg or elsewhere (as specified in the purchase notice) for payment to such owner upon surrender of the Share certificate or certificates, if issued, representing the Shares specified in such notice. Upon deposit of such Compulsory Redemption Price as aforesaid, no person interested in the Shares specified in such Compulsory Redemption Notice shall have any further interest in such Shares or any of them, or any claim against the Fund or its assets in respect thereof, except the right of the Shareholders appearing as the owner thereof to receive the price so deposited (without interest) from such bank upon effective surrender of the Share

certificate or certificates, if issued, as aforesaid. The exercise by the Fund of this power shall not be questioned or invalidated in any case, on the grounds that there was insufficient evidence of ownership of Shares by any person or that the true ownership of any Shares was otherwise than appeared to the Fund at the date of any purchase notice, provided that in such case the said powers were exercised by the Fund in good faith.

Specific procedure(s) may apply to Defaulting Investor, as set-forth in the Prospectus.

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

"Ineligible Investor" as used herein does not include any subscriber of Shares issued in connection with the incorporation of the Fund as long as such subscriber holds such Shares.

Art. 9. General meetings of the Fund. Any regularly constituted meeting of the Shareholders of the Fund shall represent the entire body of Shareholders of the Fund. Its resolutions shall be binding upon all Shareholders of the Fund regardless of the class or category of Shares held by them. It shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Fund.

The annual general meeting of Shareholders shall be held, in accordance with Luxembourg law, each year in Luxembourg at the registered office of the Fund, or at such other place in the municipality of the registered office as may be specified in the notice of meeting, on the last Thursday of the month of June at 3.00 p.m. If such day is not a Luxembourg bank business day, the meeting shall be held on the next following Luxembourg bank business day. The annual general meeting may be held abroad if, in the absolute and final judgment of the General Partner, exceptional circumstances so require.

Other general meetings of Shareholders or class or category meetings may be held at such place and time as may be specified in the respective notices of meeting. sub-fund, class or category meetings may be held to decide on any matters which relate exclusively to such sub-fund, class or category.

Shareholders will meet upon call by the General Partner, pursuant to notice setting forth the agenda, sent to the Shareholders in accordance with Luxembourg law requirements.

If all Shareholders are present or duly represented at a general meeting and if they state that they have been informed of the agenda of the meeting, a general meeting may be held without prior notice.

Art. 10. Quorum and majority. The Luxembourg legal provisions on quorum and majority shall govern the conduct of the meetings of Shareholders of the Fund, unless otherwise provided herein.

Each entire Share of whatever sub-fund, class or category and regardless of its Net Asset Value is entitled to one vote, subject to the limitations imposed by these Articles. A Shareholder may act at any meeting of Shareholders by appointing another person as his proxy in writing, by courier, telefax message, email or any other means of communication approved by the General Partner capable of evidencing such proxy. If not provided otherwise in the proxy, such proxy shall be deemed valid for reconvened meetings, provided that it is not revoked. Shareholders are not allowed to participate at any meeting of Shareholders by videoconference or any other means of telecommunication.

Except as otherwise required by law or by Article 29 hereof, resolutions at a general meeting of Shareholders or at a class or category meeting duly convened will be passed by a simple majority of the votes cast, it being understood that any resolution shall validly be adopted only with the approval of the General Partner. Votes cast shall not include votes in relation to Shares represented at the meeting but in respect of which the Shareholders have not taken part in the vote, have abstained or have returned a blank or invalid vote.

Shareholders may also vote by means of a dated and duly completed form in accordance with conditions detailed in the convening notice for the meeting of Shareholders.

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

Art. 11. General Partner. The Fund shall be managed by Eynav Gestion S.A., acting as managing general partner (associé-gérant-commandité) of the Fund, a public limited liability company incorporated under the laws of Luxembourg (the "General Partner").

In the event of legal incapacity, liquidation or other permanent situation preventing the General Partner from acting as General Partner of the Fund, the Fund shall not be immediately dissolved and liquidated, provided an administrator, who need not be a Shareholder, is appointed to effect urgent or mere administrative acts, until a general meeting of Shareholders is held, which such administrator shall convene within fifteen (15) days of his appointment. At such general meeting, the Shareholders may appoint, in accordance with the quorum and majority requirements for the amendment of the Articles, a successor manager. Failing such appointment, the Fund shall be dissolved and liquidated.

Any such appointment of a successor manager shall not be subject to the approval of the General Partner.

Art. 12. Powers of the General Partner. The General Partner is vested with the broadest power to perform all acts of administration and disposition in compliance with the Fund's corporate object. All powers not expressly reserved by law or the present Articles to the general meeting of Shareholders fall within the competence of the General Partner.

The General Partner, applying the principle of risk spreading, shall determine the investment policy and strategy of the Fund, and the course of conduct of the management and business affairs of the Fund, within the restrictions set forth in the Prospectus, in compliance with applicable laws and regulations.

The General Partner shall also determine any restrictions which shall from time to time be applicable to the investments of the Fund, as set out in the Prospectus.

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

The General Partner may, from time to time, appoint officers or agents of the Fund or any contractual party considered necessary for the operation and the management of the Fund.

Art. 13. Corporate signature. Towards third parties, the Fund is validly bound by the signature of the General Partner represented by duly appointed representatives, or by the signature(s) of any other person(s) to whom authority has been delegated by the General Partner.

Art. 14. Delegation of power. The General Partner may delegate, under its control and responsibility, its powers to conduct the daily management and affairs of the Fund (including the right to act as authorized signatory for the Fund) and its powers to carry out acts in furtherance of the corporate policy and purpose to one or several physical persons or corporate entities, which need not be members of the General Partner, who shall have the powers determined by the General Partner and who may, if the General Partner so authorizes, sub-delegate their powers.

The General Partner may also confer other special powers of attorney by notarial or private proxy.

The General Partner may further appoint in the name and on behalf of the Fund investment advisors and managers, as well as any other management or administrative agents.

Art. 15. Liability. The General Partner is indefinitely, jointly and severally liable for the obligations of the Fund. The holders of Ordinary Shares shall refrain from acting on behalf of the Fund in any manner or capacity other than by exercising their rights as Shareholders in general meetings and shall only be liable to the extent of their contributions to the Fund.

Art. 16. Conflict of interest. No contract or other transaction between the Fund and any other company or firm shall be affected or invalidated by the fact that the General Partner or any one or more of the managers or officers of the General Partner is interested in, or is a director, associate, officer or employee of, such other company or firm (a "Connected Person").

Any manager or officer of the General Partner who serves as a director, manager, officer or employee of any company or firm with which the Fund 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.

Art. 17. Indemnification. The Fund may indemnify any manager, officer, executive or authorized representative of the General Partner, together with his heirs, executors and administrators, against expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his activities on behalf of the Fund, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or wilful misconduct; in the event of an out-of-court settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Fund is advised by a counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not exclude other rights to which such person may be entitled.

Art. 18. Réviseur d'Entreprises. The general meeting of Shareholders shall appoint a "réviseur d'entreprises agréé" who shall carry out the duties prescribed by the Law of 2007 and serve until its successor is elected.

Art. 19. Subscription, redemption and conversion. Subscriptions:

The General Partner may issue Shares of any class or category within each separate sub-fund.

The General Partner may impose restrictions on the frequency at which Shares shall be issued in any sub-fund.

Shares shall be issued on the relevant business day (a "Business Day") having been designated by the General Partner to be a valuation day for the relevant sub-fund (the "Valuation Day") as described in the Prospectus.

Application instructions for the subscription of Shares may be made on any Business Day. Investors whose instructions for subscription are received by the registrar and transfer agent before the relevant dealing cut-off time, as more fully described for each sub-fund in the Prospectus, will be allotted Shares at a price corresponding to the Net Asset Value per Share as of the relevant Valuation Day, not later than a certain number of business days, as more fully described in the Prospectus, counting from and including the date on which the Net Asset Value of the subscribed Shares is available (the "Publication Day"). In particular, no forward or future dated instructions will be recognised and such instructions received by the registrar and transfer agent prior to the appropriate dealing cut-off time on any Valuation Day will be processed at the applicable Valuation Day without reference to the applicant. If instructions are received by the registrar and transfer agent after the appropriate dealing cut-off time applicable to the Valuation Day, the subscriptions will be deferred until the

following Valuation Day. Unless otherwise specified in the appendices of the Prospectus, subscription fees may be charged on the subscription of Shares in favour of the investment manager and/or the investment advisor and/or the intermediaries involved in the offering of Shares.

Furthermore, potential Shareholders may be asked to commit to subscribe to class or category of Shares on one or more dates or periods as determined by the General Partner (each a "Closing") and which shall be indicated and more fully described for each sub-fund in the Prospectus or any subscription agreement entered into between the General Partner and each Shareholder (the "Subscription Agreement") setting out the aggregate amount that each Shareholder undertakes to invest in the Fund (the "Shareholder Commitment").

Payments for subscriptions for Shares shall be made in whole on a Closing or on any other date; upon receipt of a written notice issued by the General Partner (the "Draw Down Notice") as determined by the General Partner and as indicated and more fully described for each sub-fund in the Prospectus or the Subscription Agreement.

In case of failure to make payments of subscriptions commitments for Shares, to be made in whole on any Draw Down Notice, the Shareholder will become automatically subject to “Default Provisions” procedure as more fully described in the Prospectus.

The General Partner may determine any other subscription conditions such as minimum commitments on Closings, subsequent commitments, default interests or restrictions on ownership.

Instructions for the subscription of Shares may be made by fax or by registered post. Applications for subscription should contain the information described in the Prospectus (if applicable) and confirmation in writing that the applicant adheres to the status of Well-Informed Investor (except for institutional or professional investors). All necessary documents to fulfil the subscription should be enclosed with such application. No liability shall be accepted by the custodian, registrar and transfer agent or the Fund for any delays or losses arising from incomplete documentation.

Any new subscriber may have to apply for a minimum holding amount as more fully described for each sub-fund in the Prospectus. Such minimum may be reached by combining investments in various sub-funds. However, the Fund may authorize a new subscriber to apply for Shares amounting to a sum that is less than the minimum initial investment or the equivalent in the reference currency of the relevant sub-fund from time to time.

Confirmation statements will be mailed or e-mailed to subscribers or their banks by the Fund in accordance with the provision of the Prospectus at the risk of the Shareholder.

Payments for subscriptions for Shares shall be made in whole, on or before the applicable Valuation Day; and for Shareholders Commitment upon receipt of a written notice issued by the General Partner (the "Draw Down Notice"), giving not less than a certain number of bank business days' notice to the relevant investors, or as determined by the General Partner and as indicated and more fully described in each sub-fund relevant appendix or the Subscription Agreement. In case of failure to make payments of subscriptions commitments for Shares, to be made in whole on any Draw Down Notice, the Shareholder will become automatically subject to “Default Provisions” procedures as more fully described in the Prospectus.

Shares will only be allotted upon receipt of notification from the custodian that an authenticated electronic funds transfer advice or SWIFT message has been received provided that the transfer of money has been made in strict accordance with the instructions given in the electronic funds transfer form. In the event that the application has been made in a currency other than the reference currency of the class or category within the relevant sub-fund(s), the registrar and transfer agent will perform the necessary foreign exchange transactions. Investors should be aware that the costs to perform such foreign exchange transactions, amount of currency involved and the time of day at which such foreign exchange is transacted, will be supported entirely by said investor and will affect the rate of exchange. No liability shall be accepted by the custodian, registrar and transfer agent or the Fund for any costs or losses arising from adverse currency fluctuations.

Payment shall be made in the reference currency of the sub-fund or, if applicable, in the denomination currency of the relevant class or category as disclosed in each sub-fund relevant appendix of the Prospectus in the form of electronic bank transfer net of all bank charges (except where local banking practices do not allow electronic bank transfers) to the order of the custodian on the date the Net Asset Value of the allotted Shares is available.

The Fund may agree to issue Shares as consideration for a contribution in kind of appraisable assets to any Shareholder who agrees, in compliance with the conditions set forth by Luxembourg law, in particular where the law mentions the obligation to deliver a report on the contribution in kind from the auditor of the Fund (“Réviseur d'Entreprises agréé”) which shall be available for inspection, and provided that such securities comply with the investment objectives and policies of the relevant sub-fund.. Such report may not have to be issued where the assets contributed in kind are listed on a regulated market under the conditions and rules set out in Article 26-1 of the law of 10 August 1915 on commercial companies. Any costs incurred in connection with a contribution in kind of appraisable assets shall be borne by the relevant Shareholder.

The Fund may, at any time at its discretion, temporarily discontinue, cease definitely or limit the issue or Subscription of Shares for a definite sub-fund. Furthermore there are circumstances under which conversions and redemptions may be deferred.

The General Partner may, at any time at its discretion, temporarily discontinue, cease definitely or limit the issue or Subscription of Shares or to persons or corporate bodies residing or established in certain countries or territories. The General Partner may decide, at its sole discretion, to prohibit any persons or corporate bodies from acquiring ordinary

Shares. The Fund may also prohibit certain persons or corporate bodies from acquiring Shares if such a measure is necessary for the protection of the Fund or any sub-fund, the Shareholder of the Fund or any sub-fund.

Furthermore, the Fund may (i) reject in whole or in part at its discretion any application for Shares or (ii) repurchase at any time the Shares held by Shareholders who are excluded from purchasing or holding Shares, in which case subscription monies paid, or the balance thereof, as appropriate, will normally be returned to the applicant in accordance with the provision of the Prospectus, provided such subscription monies have been cleared.

Redemptions:

The repurchase price may, depending on the Net Asset Value per Share applicable on the date of repurchase, be higher or lower than the price paid at the time of subscription.

Only if redemptions are specifically accepted by the General Partner, investors whose instructions for redemption are received by the registrar and transfer agent before an appropriate dealing cut-off time, as determined by the General Partner, will have their Shares redeemed, at a price corresponding to the Net Asset Value per Share as of the relevant Valuation Day not later than a certain number of business days, as more fully described in the Prospectus, counting from and including the date on which the Net Asset Value of the redeemed Shares is available (the "Publication Day"). In particular, no forward or future dated instructions will be recognised and such instructions received by the registrar and transfer agent prior to the appropriate dealing cut-off time on any Valuation Day will be processed at the applicable Valuation Day without reference to the applicant. If instructions are received by the registrar and transfer agent after the appropriate dealing cut-off time applicable to the Valuation Day, the redemption instruction will be deferred until the following Valuation Day. Unless otherwise specified in each sub-fund relevant appendix of the Prospectus, redemption fees may be charged on the redemption of Shares in favour of the intermediaries involved in the offering of Shares.

Furthermore, an amount equal to any duties and charges attributable to the relevant class or categories of Shares which will be incurred upon the disposal of the Fund's investments as at the date of redemption in order to fund such a redemption may be deducted.

Any such redemption may be considered as a distribution in the context of the determination of the rights of the holders pursuant to the distribution policy as more particularly described in the Prospectus. Any such repurchase may be considered as a distribution for the purpose of determining the rights of the Shareholders to participate in such repurchase in case any preferred returned and carried interest rules shall be applicable thereto. In such a case, these particular redemption conditions shall apply to all Shareholders within the same class or category of Shares concerned.

Instructions for the redemption of Shares may be made by fax or by registered post. Applications for redemption should contain the following information (if applicable): the identity and address and register number of the Shareholder requesting the redemption, the relevant sub-fund, the relevant class or category, the number of Shares or currency amount to be redeemed, the name in which such Shares are registered and full payment details, including name of recipient, bank and account number. All necessary documents to fulfil the redemption should be enclosed with such application. Redemption requests must be accompanied by a document evidencing authority to act on behalf of particular Shareholder or power of attorney which is acceptable in form and substance to the Fund. All necessary documents to fulfil the redemption should be enclosed with such application to be considered valid on any particular Valuation Day. No liability shall be accepted by the custodian, registrar and transfer agent or the Fund for any delays or losses arising from incomplete documentation. Redemption requests made in accordance with the foregoing procedure shall be irrevocable, except that a Shareholder may revoke such request in the event that it cannot be honoured for any of the reasons specified in the Prospectus.

If, due to an application for redemption, a Shareholder would hold less than the minimum holding amount, described for each sub-fund in the Prospectus, the General Partner may decide to compulsory redeem the entire amount of the shares, on behalf of such Shareholder.

The General Partner may decide compulsory redemptions at its sole discretion, in the way of the ownership of Shares in the Fund by any person, and in case of failure to make payments of subscriptions commitments for Shares. The modalities of compulsory redemptions are described here above and in the Prospectus.

Payment of the redemption price will be made by the custodian or its agents as more fully described in the Prospectus.

Payment for such Shares will be made in the reference currency of the relevant sub-fund or, if applicable, in the denomination currency of the relevant class or category as disclosed in each sub-fund relevant appendix of the Prospectus or in any freely convertible currency specified by the Shareholder. In the last case, any conversion cost shall be borne by the relevant Shareholder.

Except during close-ended periods, the Fund shall ensure that an appropriate level of liquidity is maintained in each sub-fund, class or category of Shares so that, under normal circumstances, repurchase of Shares of a sub-fund, class or category of Shares may be made by the Valuation Day. However, if on any Valuation Day redemption requests relate to more than 10% of the Shares in issue in a specific class or category or sub-fund, the Fund may decide that part or all of such requests for repurchase will be deferred for such period as the Fund considers to be in the best interests of the Shareholders. The requests for redemption at such Valuation Day shall be reduced pro rata and the Shares which are not redeemed by reason of such limit shall be treated as if a request for redemption had been made in respect of each subsequent Valuation Day if appropriate level of liquidity could be obtained and until all the Shares to which the original request related have been redeemed. Redemption requests which have been carried forward from an earlier Valuation Day shall be complied

with (subject always to the foregoing limit of 10% and if appropriate level of liquidity could be obtained, will be given priority over later requests.

The Fund may agree to make, in whole or in part, a payment in-kind of assets of the sub-fund in lieu of paying to Shareholders redemption proceeds in cash. The total or partial in-kind payment of the redemption proceeds may only be made (i) with the consent of the relevant Shareholder which consent may be indicated in the Shareholder's application form or otherwise, (ii) by taking into account the fair and equal treatment of the interests of all Shareholders and by providing a report drawn up by a réviseur d'entreprises agréé (approved statutory auditor) when the in-kind payment of the redemption proceeds occurs. In addition, in-kind payments of the redemption proceeds will only be made provided that the Shareholders who receive the in-kind payments are legally entitled to receive and dispose of the redemption proceeds for the redeemed Shares of the relevant sub-fund. In the event of an in-kind payment, the costs of any transfers of assets to the redeeming Shareholder shall be borne by that Shareholder. To the extent that the Fund makes in-kind payments in whole or in part, the Fund will undertake its reasonable efforts, consistent with both applicable law and the terms of the in-kind appraisable assets being distributed, to distribute such in-kind assets to each redeeming Shareholder pro rata on the basis of the redeeming Shareholder's Shares of the relevant sub-fund.

Conversion:

Shareholders may only be entitled, in accordance with the conditions set forth in the appendices of the Prospectus, to convert all or part of their Shares of a particular class or category into Shares of other class(es) or category(ies) of Shares (as far as available) within the same sub-fund or, as the case may be, all or part of their Shares of the same or different classes or categories of Shares (as far as available) of another sub-fund.

However, in order to avoid Ineligible Investors in one Class, Shareholders should note that they cannot convert Shares of one Class in a sub-fund to Shares of another Class in the same or a different sub-fund without the prior approval of the General Partner.

Where applicable, instructions for the conversion / switching of Shares may be made by fax or by registered post. Applications for conversion / switches should contain the information described in the Prospectus (if applicable). All necessary documents to fulfil the switch should be enclosed with such application to be considered valid on any particular Valuation Day. No liability shall be accepted by the custodian, registrar and transfer agent or the Fund for any delays or losses arising from incomplete documentation.

Shareholders wishing to transfer some or all of the Shares registered in their names (including transfer of rights and obligations from one Shareholder to the other) should submit to the registrar and transfer agent a Share transfer form or other appropriate documentation signed by the transferor and the transferee. Transfer of Shares may only be carried out if the transferee qualifies as a Well-Informed Investor and accepts to take over liabilities of the transferor towards the Fund (including Shareholder Commitment).

However, the General Partner may decline, at its entire discretion, to register any transfer of Shares.

A conversion of Shares of a particular class or category of one sub-fund for Shares of another class or category in the same sub-fund and/or for Shares of the same or different class or category in another sub-fund will be treated as a redemption of Shares and a simultaneous purchase of Shares of the acquired class or category and/or sub-fund. A converting Shareholder may, therefore, realise a taxable gain or loss in connection with the conversion under the laws of the country of the Shareholder's citizenship, residence or domicile.

All terms and conditions regarding the redemption of Shares shall equally apply to the conversion of Shares.

Investors whose applications for conversion are received by the registrar and transfer agent before the appropriate dealing cut-off time, as set forth by the General Partner, will have their Shares converted on the basis of the respective Net Asset Value of the relevant Shares as of the applicable Valuation Day, taking into account the actual rate of exchange on the day concerned. The Net Asset Value of the relevant Shares on a particular Valuation Day will be available on the Publication Day.

If the Valuation Day of the class or category of Shares or sub-fund taken into account for the conversion does not coincide with the Valuation Day of the class or category of Shares or sub-fund into which they shall be converted, the Shareholders' attention is drawn to the fact that the amount converted will not generate interest during the time separating the two Valuation Days.

Unless otherwise specified in the appendices of the Prospectus, a conversion fee may be charged on the conversion of Shares.

The allocation rate at which all or part of the Shares in a given sub-fund (the "Original sub-fund") are converted into Shares in another sub-fund (the "New sub-fund"), or all or part of the Shares of a particular class or category of Shares (the "Original Class") are converted into another class or category of Shares within the same or another sub-fund (the "New Class") is determined in the Prospectus.

After conversion of the Shares, the registrar and transfer agent will inform the Shareholder of the number of Shares of the New sub-fund or New Class obtained by conversion and the price thereof.

If, due to an application for conversion, a Shareholder would hold less than the minimum holding amount, described for each sub-fund relevant appendix, the General Partner may decide to compulsory convert the entire amount of the Shares, on behalf of such Shareholder. Application for conversion may be refused if such conversion would result in the investor

having an aggregate residual holding, in either class or category of Shares, of less than the minimum holding amount indicated for each class or category of Shares in each sub-fund relevant appendix of the Prospectus.

If on any Valuation Day conversion requests relate to more than 10% of the Shares in issue in a specific class or category or sub-fund, the Fund may decide that part or all of such requests for conversion will be deferred for such period as the Fund considers to be in the best interests of the Shareholders. The requests for conversion at such Valuation Day shall be reduced pro rata and the Shares which are not converted by reason of such limit shall be treated as if a request for conversion had been made in respect of each subsequent Valuation Day until all the Shares to which the original request related have been converted. Conversion requests which have been carried forward from an earlier Valuation Day shall be complied with (subject always to the foregoing limits) and given priority over later requests.

Art. 20. Determination of the Net Asset Value. The Net Asset Value of Shares of each class or category of Shares in the Fund shall be expressed in Euros or in the relevant currency of the class or category concerned as per Share figure and shall be determined at least once a year as further set out in the Prospectus.

The Net Asset Value per Share is determined on any Valuation Day.

The Net Asset Value per Share of each class or category shall be expressed in the currency of such class or category and is determined in respect of any Valuation Day by dividing the net assets corresponding to each class or category, being the value of the total of the assets attributable to that class or category less the total liabilities attributable to that class or category, by the total number of Shares of that class or category then outstanding. The Net Asset Value per Share may be rounded up or down to the nearest hundredth of the reference currency as the General Partner shall determine.

The valuation of the Net Asset Value of the Shares shall be made in the following manner:

The assets of the Fund and any sub-fund shall be deemed to include:

i. all cash on hand or receivable or on deposit, including any interest accrued thereon;

ii. all bills and demand notes and accounts receivable (including proceeds of securities sold but not received);

iii. all bonds, time notes, certificates of deposit, shares, stock, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and other assets owned by the Fund or contracted by the General Partner on behalf of the Fund (provided that its Board of Directors may make some adjustments in a manner not inconsistent with paragraph b) below with regards to fluctuations in the market value of securities caused by trading ex-dividends, ex-rights, or by similar practices);;

iv. all stock, stock dividends, cash dividends and cash distributions receivable by the Fund to the extent information thereon is reasonably available to the Fund;

v. all interest accrued on any interest-bearing assets owned except to the extent that the same is included or reflected in the principal amount of such security;

vi. the preliminary expenses of the Fund and sub-funds, including the cost of issuing and distributing Shares, and of the General Partner insofar as the same have not been written off;

vii. shareholdings in convertible and other debt securities, if any;

viii. all forward contracts and all call or put options the Fund has an open position in. However, instruments used to hedge the exposure of the investments and attributable solely to any particular class or category of Shares may be allocated solely to corresponding class or category of Shares;

ix. any amount borrowed on behalf of each Sub-Fund and on a permanent basis, for investment purposes;

x. all other assets of every kind and nature, including prepaid expenses.

The liabilities of the Fund and any sub-fund shall be deemed to include:

i. all loans, bills and accounts payable;

ii. all accrued interest on loans of the Fund (including accrued fees for commitment for such loans);

iii. all accrued or payable administrative expenses (including but not limited to investment advisory fees, performance/ management fees, custodian fees and corporate agents' fees);

iv. all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid dividends declared by the General Partner on behalf of the Fund where the Valuation Day falls on the record date for determination of the person entitled or is subsequent thereto;

v. an appropriate provision for future taxes based on capital and income on the Valuation Day, as determined from time to time by the General Partner and other provisions if any, authorized and approved by the General Partner, covering among others the liquidation expenses;

vi. all other liabilities of any kind or nature except liabilities represented by Shares. In determining the amount of such liabilities, the General Partner shall take into account all expenses payable and all costs incurred by the Fund, which shall comprise inter alia the fees and expenses detailed herein

In determining the amount of such other liabilities, the Fund shall take into account all expenses payable by the Fund which shall comprise promotion, printing, reporting and publishing expenses, including the cost of advertising, preparing, translating and printing of offering documents, explanatory memoranda, Fund documentation or registration statements,

annual reports, taxes or governmental charges, and all other operating expenses, including the cost of buying and selling assets, interest, bank charges and brokerage, postage, telephone, facsimile and other electronic means of communication.

Interests on securities and liquid assets as well as on fees and expenses shall be accrued in a manner that the applicable Net Asset Value on any Valuation Day takes into account a calculated amount of interest due to or by the Fund, or a sub-fund, until the payment date applicable for Shares issued or redeemed on the relevant Valuation Day.

Furthermore, where on any Valuation Day, the Fund has contracted to:

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

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

Assets will be valued in accordance with the following principles:

a. The value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued and not yet received, is deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof is arrived at after making such discount as may be considered appropriate in such case to reflect the true value thereof;

b. The value of securities listed or dealt in on a regulated market, stock exchange or other regulated markets will be valued at the last available price on such markets. If a security is listed or traded on several markets, the closing price at the market which constitutes the market where such securities have been bought, will be determining;

c. In the event that any Asset is not listed or dealt in on a regulated market, stock exchange or other regulated markets or if, in the opinion of the General Partner, the latest available price does not truly reflect the fair market value of the relevant securities, the value of such securities will be defined by the General Partner based on the reasonably fair value determined prudently and in good faith by the General Partner or by an independent valuator(s). The probable fair value for un-listed securities or securities not negotiated on a regulated market shall be determined according to a commonly recognised Valuation Method determined internally or with the help of independent experts in their fields as agreed from time to time by the General Partner. However, for particular Sub-Fund, when fair value is not economically efficient and/ or does not appear relevant for investors, due to particular Sub-Fund characteristics, such as closed ended Sub-Funds, investments may be stated at cost less impairment losses when necessary. The Sub-Funds concerned will clearly mention such methodology;

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

e. All investments, with a known short term maturity date of less than 24 months, value may be determined by using an amortised cost method. This involves valuing an investment at its cost and thereafter assuming a constant amortisation to maturity of any discount or premium, regardless of the impact of fluctuating interest rates on the market value of the investments. While this method provides certainty in valuation, it may result in periods during which value, as determined by amortisation cost, is higher or lower than the price such sub-fund would receive if it sold the investment. The General Partner will continually assess this method of valuation and recommend changes, where necessary, to ensure that the relevant sub-fund's investments will be valued at their fair value as determined in good faith by the Fund. If the General Partner believes that a deviation from the amortised cost per Share may result in material dilution or other unfair results to Shareholders, the General Partner shall take such corrective action, if any, as they deem appropriate to eliminate or reduce, to the extent reasonably practicable, the dilution or unfair results;

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

g. Units or shares of other funds will be valued at their last determined and available Net Asset Value or their last available stock market value (if any) or, if such price is not representative of the fair market value of such assets, then the price shall be determined by the General Partner on a fair and equitable basis;

h. In relation to properties (directly or indirectly through subsidiaries) owned by the Fund, such valuation will be effected by an independent appraiser; and

i. All other assets will be valued on the basis of the acquisition price thereof including all costs, fees and expenses connected with such acquisition or, if such acquisition price is not representative, on the reasonably fair value thereof determined prudently and in good faith by the General Partner or by independent appraiser(s).

In the event that extraordinary circumstances render valuations as aforesaid impracticable or inadequate, the General Partner is authorized, prudently and in good faith, to follow other rules in order to achieve a fair valuation of the ASSETS.

If since the time of determination of the net asset value per Share of any Class there has been a material change in the quotations in the markets on which a substantial portion on the investment are dealt in or quoted, the General Partner may, in order to safe guard the interests of the Shareholders and of the Fund, cancel the first valuation of the net asset value per Share and carry out a second valuation. All the subscription, redemption and conversion orders received on such day will be dealt at the second net asset value per Share.

The Fund may calculate and recalculate administrative and other expenses of a regular or recurring nature on an estimated figure for yearly or other periods in advance and may accrue the same in equal proportions over any such period.

The Net Asset Value per Share may be rounded up or down to the nearest cent of the relevant currency as the General Partner shall determine.

Each sub-fund shall be valued so that all agreements to purchase or sell securities are reflected as of the date of execution, and all dividends receivable and distributions receivable are accrued as of the relevant ex-dividend dates.

Art. 21. Suspension of the Net Asset Value. In each sub-fund, the General Partner may temporarily suspend the determination of the Net Asset Value of a particular sub-fund, class or category of Shares and in consequence the issue, repurchase and conversion of Shares, without limitation to the generality of the above, in the following events:

i. when one or more regulated markets, stock exchanges or other regulated markets, which provide the basis for valuing a substantial portion of the assets of the Fund attributable to such sub-fund, or when one or more regulated markets, stock exchanges or other regulated markets in the currency in which a substantial portion of the assets of the Fund attributable to such sub-fund is denominated, are closed otherwise than for ordinary holidays or if dealings and quotation therein shows important discrepancies between one or more regulated markets, stock exchanges or other regulated markets or otherwise are restricted or suspended; or

ii. during a period when dealings the Units/shares of any underlying vehicle in which the Fund may be invested are restricted or suspended; or

iii. during the existence of any state of affairs that constitute an emergency, in the opinion of the General Partner, or when as a result of a political, economic, military, terrorist or monetary events or any circumstances outside the control, responsibility or power of the Fund, disposable of the underlying assets of the Fund is not reasonably practicable without being seriously detrimental to Shareholders' interests or if, in the opinion of the General Partner, a fair price cannot be calculated tor those assets; or

iv. during any breakdown in the means of communication normally employed in determining the price or value of any of the Fund's investments or the current prices or value on any market or stock exchange; or

v. if the Fund is being or may be wound up, liquidated or merged, from the date on which notice is given of a proposed resolution to that effect; or

vi. when there is a suspension of redemption or withdrawal rights by investment funds in which the Fund or the relevant sub-fund is invested; or

vii. during any period when the General Partner is unable to repatriate funds for the purpose of making payments on the redemption of Shares or during which any transfer of funds involved in the realization or acquisition of investments or payments due on redemption of Shares cannot, in the opinion of the General Partner, be effected at normal rates of exchange;

viii. if in the opinion of the General Partner, the effect of such redemptions would be to seriously impair the Fund's ability to operate or to jeopardize its tax status.

The General Partner may, in any of the cases listed above, suspend the issue and/or redemption and/or conversion of Shares without suspending the calculation of the Net Asset Value. Such suspension as to any sub-fund, class or category of Shares shall have no effect on the calculation of the Net Asset Value per Share, the issue, redemption and conversion of Shares of any other sub-fund, class or category of Shares. Any request for subscription, redemption and conversion shall be irrevocable except in the event of a suspension of the calculation of the Net Asset Value per Share in the relevant sub-fund, class or category of Shares.

A notice of the beginning and of the end of any period of suspension will be sent to Shareholders or published in a newspaper or via any other media as may be decided by the General Partner from time to time.

Any suspension declared shall take effect at such time as the General Partner shall declare, which may be at any time prior to, during or after the relevant Valuation Day, and shall continue until after the General Partner declares the suspension to be at end.

The General Partner may postpone any dealing day without requirement to give notice to the Shareholders when, in its opinion, a significant proportion of the assets of the Fund cannot be valued on an equitable basis and such difficulty is expected by the General Partner to be overcome within that period. The General Partner will take all reasonable steps to bring any period of suspension to an end as soon as possible.

Art. 22. Charges of the Fund. The Fund shall, on a pro-rata basis unless specifically chargeable to a particular sub-fund, pay out of the assets of the relevant sub-fund(s) all expenses payable by the sub-fund(s) which shall include but not be limited to:

- fees payable to and reasonable disbursements and out-of-pocket expenses (incl. insurance coverage, and reasonable travelling costs in connection with Board meetings) incurred by the Fund on behalf of the respective sub-fund(s), the Directors, the alternative investment fund manager (if any), the custodian, the Paying Agent, the registrar and transfer agent, the investment manager, the investment advisor, regulatory, legal firms and auditing firms and any other service providers as applicable;

- all taxes which may be due on the assets and the income of the sub-fund(s) as well as any other applicable taxes throughout the entire structure of the Fund;

- usual banking fees due on transactions involving securities held in the sub-fund(s) as well as any other banking and transaction fees;

- legal and regulatory consultation costs or other professional fees, costs and expenses for the negotiation, structuring, financing and documentation in relation to the acquisition, ownership, financing, refinancing, hedging and realisation of any Investment, (whether or not completed or realised), any Investment-related fees and other fees (including, for the avoidance of doubt, any out-of-pocket costs or expenses incurred by any third party advisers or accountants), unless reimbursed by another person; transaction costs or acquisition fee (including transactions costs or any acquisition fee linked to aborted transactions), or consulting expenses incurred by the Fund on behalf of the respective sub-fund(s), administrative agent, domiciliary agent, registrar & transfer agent, the investment manager, the investment advisor and any other service providers, alternative investment fund manager (if any) and the custodian, Regulatory, Legal Firms and/or Auditing Firms, while acting in the interests of the Shareholders;

- the cost of any liability insurance or fidelity bonds covering any costs, expenses or losses arising out of any liability of, or claim for damage or other relief asserted against, any sub-fund, the Fund, its Directors, the alternative investment fund manager (if any) and any person or company with whom they are affiliated or by whom they are employed and/or the custodian or other agents of the Fund for violation of any law or failure to comply with their respective obligations under these Articles of Incorporation or otherwise with respect to the Fund and its sub-funds;

- the costs and expenses of the research, set-up and preparation and issuance of regulatory reporting (e.g. AIFMD, EMIR, FATCA), preparation and printing of written confirmations of Shares; the costs and expenses of preparing and/or filing and printing of the General Partner and all other documents concerning the Fund, including registration statements and Prospectus and explanatory memoranda with all authorities (including local securities dealers' associations) having jurisdiction over the Fund or the offering of Shares of the Fund; the costs and expenses of preparing, in such languages as are necessary for the benefit of the Shareholders, including the beneficial holders of the Shares, and distributing annual and semi-annual reports and such other reports or documents as may be required under the applicable laws or regulations of the above-cited authorities; the cost of accounting, bookkeeping and calculating the Net Asset Value from the central administrator; the cost of preparing and distributing public notices to the Shareholders; lawyers' and auditor's fees; and all similar administrative charges, including all advertising expenses, promoting of the Fund and/or its sub-funds and other expenses directly incurred in offering or distributing the Shares;

- fees payable to the relevant regulatory authorities and any fees, costs and expenses incurred in connection with making any filings with any government body or regulatory authority as well as statutory or regulatory fees, if any, levied against or in respect of the Fund together with the costs incurred in preparing any submission required by any tax, statutory or regulatory authority;

- any costs and expenses relating to Investor relation activity, including the drafting, printing and mailing of reports and information to Investors;

- all costs incurred with the organisation of meetings of the Board, of Shareholders;

- all third party costs and expenses incurred in connection with the performance of all due diligence investigations in relation to the acquisition, ownership or realisation of any investment (whether or not completed or realised), unless reimbursed by another person;

- any other third party costs and expenses disbursed in connection with the day-to-day management of the Fund and the operations of any sub-fund and its investments

Expenses specific to a sub-fund, class or category will be borne by that sub-fund, class or category. Charges that are not specifically attributable to a particular sub-fund, class or category may be allocated among the relevant sub-fund, class or category based on their respective net assets or any other reasonable basis given the nature of the charges as determined by the General Partner. All recurring charges will be charged first against income, then against capital gains and then against assets. Other charges may be amortised over a period not exceeding 5 years.

The investment manager(s) and/or the investment advisor(s) and/or alternative investment fund manager (if any) is (are) entitled to receive, in respect of each sub-fund, class or category, from the Fund in any year the annual management/advisory fee(s), as specified in each relevant sub-fund appendix of the Prospectus, which will cover its annual servicing and management/advisory fees for such sub-fund, class or category of Shares. Such annual management/advisory fee(s) shall be payable in arrears in accordance with the provision of the related agreement, unless otherwise stipulated in the relevant

sub-fund's appendix, calculated and accrued at each Valuation Day at the appropriate rate for the sub-fund, class or category concerned.

The investment manager and/or investment advisor and/or alternative investment fund manager (if any) and/or entities or persons involved in the investments specifically accepted by the General Partner may be entitled to a performance fee, preferred returned and/or carried interest in relation to certain sub-funds, as indicated in each sub-fund relevant appendix to the Prospectus

Art. 23. Fiscal year and annual accounts. The accounting year of the Fund shall begin on the 1 January of each year and terminate on the 31 December of the same year. The Fund shall publish an annual report in accordance with the legislation in force.

Where there shall be different classes or categories as provided for in Article 6 hereof, and if the accounts within such classes or categories are expressed in different currencies, such accounts shall be converted into Euros and added together for the purpose of determination of the accounts of the Fund. The annual accounts, including the balance sheet and profit and loss account, the General Partner's report and the notice of the annual general meeting, will be made available to the Shareholders at the registered office of the Fund prior to the annual general meeting.

Art. 24. Distributions. The General Partner shall, within the limits provided by law and these Articles, determine how the results of the Fund shall be disposed of, and may from time to time declare distributions of dividends in compliance with the principles set forth in the Prospectus.

For any class or category of Shares entitled to distributions, the General Partner may decide to pay interim dividends in compliance with the conditions set forth by law and these Articles.

Payments of distributions to holders of registered Shares shall be made at their addresses in the register of Shareholders.

Distributions may be paid in such currency and at such time and place as the General Partner shall determine from time to time.

Any dividend distribution that has not been claimed within five years of its declaration shall be forfeited and revert to the class(es) or category(ies) of Shares issued by the Fund.

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

Art. 25. Custodian. The Fund will enter into a custodian agreement with a Luxembourg bank (the «Custodian») which meets the requirements of the Law of 2007.

The Custodian shall fulfill the duties and responsibilities as provided for by the Law of 2007.

If the Custodian desires to withdraw, the General Partner shall use its best efforts to find a successor Custodian within two months of the effectiveness of such withdrawal. Until the Custodian is replaced, which must happen within such period of two months, the Custodian shall take all necessary steps for the good preservation of the interests of the Shareholders of the Fund.

The General Partner may terminate the appointment of the Custodian but shall not remove the Custodian unless and until a successor custodian bank shall have been appointed to act in the place thereof.

Art. 26. Liquidation of the Fund. The Fund and each of the sub-funds have been established for an unlimited period of time, unless otherwise stipulated in the relevant sub-fund's appendix. The Fund may at any time be dissolved by a resolution of the general meeting of Shareholders subject to the quorum and majority as described in the Articles of Incorporation.

Whenever the share capital falls below two-thirds of the minimum capital indicated, the question of the dissolution of the Fund shall be referred to the general meeting by the General Partner. The general meeting, for which no quorum shall be required, shall decide by simple majority of the votes of the share represented at the meeting.

The minimum capital of the Fund shall be at least the equivalent of one million two hundred and fifty thousand Euro (EUR 1,250,000.-) within a period of 12 months following agreement given by the CSSF.

The question of the dissolution of the Fund shall further be referred to the general meeting whenever the share capital falls below one-fourth of the minimum capital; in such an event, the general meeting shall be held without any quorum requirements and the dissolution may be decided by shareholders holding one-fourth of the votes of the Shares represented at the meeting. The meeting must be convened so that it is held within a period of 40 days from ascertainment that the net assets of the Fund have fallen below two-thirds or one-fourth of the legal minimum, as the case may be.

The liquidation shall be carried out by one or several liquidators, who may be physical persons or legal entities, appointed by the general meeting of shareholders which shall determine their powers and the compensation.

The event leading to dissolution of the Fund must be announced by a notice published in the Mémorial. In addition, the event leading to dissolution of the Fund must be announced in at least two newspapers with appropriate distribution, at least one of which must be a Luxembourg newspaper. Such event may also be notified to the Shareholders in such other manner as may be deemed appropriate by the General Partner.

The general meeting or, as the case may be, the liquidator it has appointed, will realise the assets of the Fund or of the relevant class(es), category(ies) and/or sub-fund(s) in the best interest of the Shareholders thereof, and upon instructions given by the general meeting, the Custodian will distribute the net proceeds from such liquidation, after deducting all liabilities, unamortised costs and liquidation expenses relating thereto, amongst the Shareholders of the relevant class(es),

category(ies) and/or sub-fund(s) in proportion to the number of Shares held by them. The general meeting may distribute the assets of the Fund or of the relevant class(es), category(ies) and/or sub-funds wholly or partly in kind to any Shareholder who agrees in compliance with the conditions set forth by the general meeting (including, without limitation, delivery of independent report issued by the auditors of the Fund) and the principle of equal treatment of Shareholders. In that respect, distribution in kind of assets, including fractions of securities or assets attributable to each Shareholder, held by the Fund may be performed by the issuance and distribution, to each Shareholder, of a certificate of entitlement issued by the Custodian and representing the assets and fractions herein.

At the close of liquidation of the Fund, the proceeds thereof corresponding to Shares not surrendered will be kept in safe custody with the Luxembourg Caisse de Consignation until the prescription period has elapsed. As far as the liquidation of any class, category and/or sub-fund is concerned, the proceeds thereof corresponding to Shares not surrendered for repayment at the close of liquidation will be kept in safe custody with the Custodian during a period not exceeding 9 months as from the date of the close of the liquidation; after this delay, these proceeds shall be kept in safe custody at the Luxembourg Caisse de Consignation.

Art. 27. Liquidation, merger and division of sub-funds, class(es) or category(ies) of Shares. In the event that for any reason whatsoever, the value of assets of a class, category or sub-fund should fall down to such an amount considered by the General Partner as the minimum level under which the class, category or sub-fund may no longer operate in an economic efficient way, or in the event that a significant change in the economic or political situation impacting such class, category or sub-fund should have negative consequences on the investments of such class, category or sub-fund or when the range of products offered to clients is rationalised on an economical basis, the General Partner may decide to conduct a liquidation or a compulsory redemption operation on all Shares of a class, category or sub-fund, at the Net Asset Value per share applicable on the Valuation Day, the date on which the decision shall come into effect (including actual prices and expenses incurred for the realization of investments, closing expenses, non-paid off setting up expenses, any non-paid off sales charges and any other liabilities). The Fund shall send a notice to the shareholders of the relevant class, category or sub-fund, before the effective date of such liquidation or compulsory redemption. Such notice shall indicate the reasons for such liquidation / redemption as well as the procedures to be enforced. Unless otherwise stated by the General Partner, shareholders of such class, category or sub-fund, may not continue to apply for the redemption or the conversion of their Shares while waiting for the enforcement of the decision to liquidate / to redeem compulsorily. If the General Partner authorizes the redemption or conversion of Shares, such redemption and conversion operations shall be carried out according to the clauses provided by the General Partner in the sales documents of Shares, free of charge (but including actual prices and expenses incurred for the realization of investments, closing expenses, non-paid off setting up expenses, any non-paid off sales charges and any other liabilities) until the effective date of the compulsory redemption.

Any of the above liquidations or any compulsory redemption may be settled through a distribution of the assets of the relevant class(es), category(ies) and/or sub-funds wholly or partly in kind, to any Shareholder, in compliance with the conditions set forth by the Law of 1915 on commercial companies (including, without limitation, delivery of independent valuation report issued by the auditors of the Fund) and the principle of equal treatment of Shareholders. In that respect, distribution in kind of assets, including fractions of securities or assets attributable to each Shareholder, held by the Fund may be performed by the issuance and distribution, to each Shareholder, of a certificate of entitlement issued by the Custodian and representing the assets and fractions herein.

Under the same circumstances as provided in the first paragraph above in relation to the compulsory redemption of class (es), category(ies) and/or sub-funds, the General Partner may decide to amalgamate a class, category and/or sub-fund into another class, category and/or sub-fund or to divide/split a class, category and/or sub-fund into one or more class(es), category(ies) and/or sub-fund(s). Shareholders will be informed of such decision by a notice sent to the Shareholders at their address indicated in the register of Shareholders or in such manner as may be deemed appropriate by the General Partner and, in addition, the publication will contain information in relation to the new class, category and/or sub-fund. Such publication will be made at least one (1) month before the date on which the amalgamation becomes effective in order to enable Shareholders to request redemption of their Shares, free of charge, before the operation involving contribution into the new class, category and/or sub-fund becomes effective.

The General Partner may also decide to amalgamate the assets of any class, category and/or sub-fund to those of another UCI submitted to Luxembourg Law or to another sub-fund within such other UCI (such other UCI or sub-fund within such other UCI being the "New Fund") (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to Shareholders). The question to amalgamate the assets of any class, category and/or sub-fund to those of a New Fund shall be referred, by the General Partner, to the general meeting of Shareholders of the concerned class, category and/or sub-fund. Such general meeting, for which no quorum shall be required, shall decide by simple majority of the votes of the share represented at the meeting. Furthermore, such decision will be announced by a notice sent to the Shareholders at their address indicated in the register of Shareholders or in such manner as may be deemed appropriate by the General Partner (and, in addition, the notice will contain information in relation to the new Fund), one month before the date on which the amalgamation becomes effective in order to enable Shareholders to request redemption of their Shares, free of charge, during such period. After such period, Shareholders having not requested the redemption of their Shares will be bound by the decision of the general meeting.

Art. 28. Amendment of Articles. These Articles may be amended from time to time by a meeting of Shareholders, subject to the quorum and voting requirements provided by the laws of Luxembourg and the consent of the General Partner. Any amendment affecting the rights of the holders of Shares of any class or category vis-à-vis those of any other class or category shall be subject further to the said quorum and majority requirements in respect of such relevant class or category.

Art. 29. Applicable Law. All matters not governed by these Articles shall be determined in accordance with the law of 10 August 1915 relating to commercial companies as such law may be amended from time to time and the relevant law and regulations applicable to Luxembourg undertakings for collective investments, notably the Law of 2007."

Third resolution

The general meeting acknowledges the fact that the Offering Document of the Company has been completely amended/recasted in order to comply with the AIFM law and with the latest interpretations and guidelines of the CSSF concerning the execution of applicable laws and regulations, as well as other modifications made to adapt the Offering Document to future development of the Company;

The general meeting decides consequently to validate the changes of the Offering Document of the Company in accordance with the modifications mentioned in Annexe 2 and

A copy, of the Offering Document of the Company, after having been signed "ne varietur" by the members of the board of the meeting and the notary, will remain attached to the present deed in order to be recorded with it.

Nothing else being on the agenda, the meeting was closed.

Costs

The amount of the expenses, remunerations and charges, in any form whatsoever, to be borne by the present deed are estimated at two thousand Euros.

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

The document having been read to the appearing persons, all of whom are known to the notary, by their surnames, first names, civil status and residences, the said persons appearing signed together with Us, the notary, the present original deed.

Signé: Julien OBRY, Dominique CERONNE, Paul ALLARD, Jean SECKLER.

Enregistré à Grevenmacher Actes Civils, le 17 juin 2015. Relation GAC/2015/5110. Reçu soixante-quinze euros 75,00 €

Le Receveur ff. (signé): Nathalie DIEDERICH.

Référence de publication: 2015100394/891.

(150110695) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

MP Sports International S.A., Société Anonyme.

Siège social: L-3825 Schifflange, 17, Cité Schefflengerbierg.

R.C.S. Luxembourg B 147.202.

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Le Bilan abrégé 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 19 juin 2015.

Référence de publication: 2015096928/10.

(150107089) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 juin 2015.

Jumi S.A., Société Anonyme Soparfi.

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

R.C.S. Luxembourg B 11.774.

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Extrait des résolutions prises lors du conseil d'administration du 21 mai 2015

Conformément à l'article 51, al. 6 de la loi fondamentale sur les sociétés commerciales, les administrateurs restants procèdent à la nomination, par voie de cooptation, de Madame Tazia BENAMEUR, née le 09/11/1969 à Mohammadia (Algérie), domiciliée professionnellement au 3, avenue Pasteur, L-2311 Luxembourg, au titre d'administrateur en remplacement de Monsieur Norbert SCHMITZ, administrateur démissionnaire.

Cette nomination sera soumise pour ratification à la prochaine assemblée générale.

Pour la société

JUMI S.A.

Référence de publication: 2015099665/15.

(150109018) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juin 2015.

Editeur: Service Central de Législation, 43, boulevard F.-D. Roosevelt, L-2450 Luxembourg
Imprimeur: Association momentanée Imprimerie Centrale / Victor Buck