MEMORIAL

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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° 2202 **24 août 2015**

SOMMAIRE

Goodman Bergamot Logistics (Lux) S.à r.l., Société à responsabilité limitée.

Siège social: L-1160 Luxembourg, 28, boulevard d'Avranches.

R.C.S. Luxembourg B 163.866.

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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: 2015100447/9.

(150110477) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Golding Capital Partners (Luxembourg) S.à r.l., Société à responsabilité limitée.

Siège social: L-2132 Luxembourg, 6, avenue Marie-Thérèse.

R.C.S. Luxembourg B 129.175.

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Der Jahresabschluss vom 31. Dezember 2014 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxemburg, den 25.06.2015.

Référence de publication: 2015100445/10.

(150110195) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Fundo de Investimento Privado - Angola S.C.A., SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 151.239.

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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: 2015100417/10.

(150110509) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

FLE Holdco II, Société à responsabilité limitée.

Siège social: L-1931 Luxembourg, 33, avenue de la Liberté.

R.C.S. Luxembourg B 157.669.

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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 FLE Holdco II

United International Management S.A.

Référence de publication: 2015100428/11.

(150110984) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Aero Investment S.à r.l., Société à responsabilité limitée.

Capital social: EUR 170.500,00.

Siège social: L-1536 Luxembourg, 2, rue du Fossé.

R.C.S. Luxembourg B 124.660.

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Constituée par devant Me Paul Frieders, notaire de résidence à Luxembourg, en date du 5 février 2007, acte publié au Mémorial C no 748

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.

Aero Investment S.à r.l.

Marielle Stijger

Gérant

Référence de publication: 2015103593/14.

(150113989) Déposé au registre de commerce et des sociétés de Luxembourg, le 1er juillet 2015.

Goodman Byzantium Logistics (Lux) S.à.r.l., Société à responsabilité limitée.

Siège social: L-1160 Luxembourg, 28, boulevard d'Avranches.

R.C.S. Luxembourg B 192.845.

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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: 2015100449/9.

(150110475) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Goodman Canopic Logistics (Lux) S.à r.l., Société à responsabilité limitée.

Siège social: L-1160 Luxembourg, 28, Boulevard d'Avranches.

R.C.S. Luxembourg B 192.841.

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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: 2015100450/9.

(150110474) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Te Wind S.A., Société Anonyme.

Siège social: L-1511 Luxembourg, 111, avenue de la Faïencerie.

R.C.S. Luxembourg B 177.030.

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EXTRAIT

Il résulte du procès-verbal de l'Assemblée Générale Ordinaire du 1 er juin 2015 que:

- Ernst & Young S.A., B47771, ayant son siège à L-5365 Munsbach, 7 rue Gabriel Lippmann - Parc d'Activités Syrdall 2, a été nommé réviseur d'entreprises agréé en remplacement de Mazars Luxembourg, réviseur démissionnaire.

Pour extrait conforme.

Luxembourg, le 29 juin 2015.

Référence de publication: 2015103496/13.

(150112721) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

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eurEau Sources S.A., Société Anonyme Holding.

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

R.C.S. Luxembourg B 77.241.

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Extrait des résolutions prises par l'assemblée générale ordinaire du 26 juin 2015

Sont nommés administrateurs, leur mandat prenant fin lors de l'assemblée générale ordinaire statuant sur les comptes annuels au 31 décembre 2020:

- Monsieur Christopher WISE, administrateur de sociétés, demeurant à Les Lauriers, 13, rue Beau Soleil F-49170 Savennières, Président

- Monsieur Roman E. KAINZ, administrateur de sociétés, demeurant à c/o Euro-China Group, Gartenstrasse 33, CH - 8002 Zurich.

- Monsieur Marc ALBERTUS, ingénieur commercial, demeurant professionnellement au 2, avenue Charles de Gaulle, L - 1653 Luxembourg;

- Monsieur Pierre LENTZ, licencié en sciences économiques, demeurant professionnellement au 2, avenue Charles de Gaulle, L - 1653 Luxembourg.

Est nommé commissaire aux comptes, son mandat prenant fin lors de l'assemblée générale ordinaire statuant sur les comptes annuels au 31 décembre 2020:

- AUDIEX S.A., société anonyme, 9, rue du Laboratoire, L - 1911 Luxembourg.

Pour extrait conforme.

Luxembourg, le 26 juin 2015.

Référence de publication: 2015103577/23.

(150113833) Déposé au registre de commerce et des sociétés de Luxembourg, le 1er juillet 2015.

EVS NETCO Luxembourg s.à r.l., Société à responsabilité limitée.

Siège social: L-4702 Pétange, 23, rue Robert Krieps.

R.C.S. Luxembourg B 68.484.

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

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

Luxembourg. Signature.

Référence de publication: 2015100391/10.

(150110434) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Exaserv S.A., Société Anonyme.

Siège social: L-8041 Strassen, 65, rue des Romains.

R.C.S. Luxembourg B 124.441.

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Les comptes annuels au 31/12/2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2015100392/10.

(150110628) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Fluence S.A., Société Anonyme.

Siège social: L-1258 Luxembourg, 6, rue Jean-Pierre Brasseur.

R.C.S. Luxembourg B 161.830.

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

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

Signature

Un mandataire

Référence de publication: 2015100404/11.

(150110383) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Glenn Funds S.à r.l., Société à responsabilité limitée - Société de gestion de patrimoine familial.

Capital social: EUR 100.000,00.

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

R.C.S. Luxembourg B 181.080.

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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 Glenn Funds S.à r.l.

Un mandataire

Référence de publication: 2015100441/11.

(150110164) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Imisys S.A., Société Anonyme.

Siège social: L-1510 Luxembourg, 38-40, avenue de la Faïencerie.

R.C.S. Luxembourg B 68.553.

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

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

Certifié sincère et conforme

Pour IMISYS S.A.

Fideco S.A.

Référence de publication: 2015103071/12.

(150112360) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

GDF SUEZ RE S.A., Société Anonyme,

(anc. Insutrel S.A.).

Siège social: L-1611 Luxembourg, 65, avenue de la Gare.

R.C.S. Luxembourg B 37.136.

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Le bilan au 31 DECEMBRE 2014 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2015103010/10.

(150112402) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Gérance et Syndic de l'Immobilier, Société à responsabilité limitée.

Siège social: L-3850 Schifflange, 2, avenue de la Libération.

R.C.S. Luxembourg B 100.213.

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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: 2015103015/10.

(150113162) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

ILP III S.C.A., SICAR, Société en Commandite par Actions sous la forme d'une Société d'Investissement en Capital à Risque.

Siège social: L-8030 Strassen, 163, rue du Kiem.

R.C.S. Luxembourg B 127.503.

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Le bilan clôturé au 31 décembre 2014 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Pour ILP III S.C.A. SICAR

Référence de publication: 2015103069/11.

(150112917) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

JAJ Immobilier, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2163 Luxembourg, 43, avenue Monterey.

R.C.S. Luxembourg B 173.202.

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Monsieur Jacques Chahine représentant permanent de la société JAJ Consulting ayant son siège social au 10-12 boulevard Roosevelt L-2450 Luxembourg et inscrite au RCS sous le numéro B 164213 demeure au 17, rue Mère Teresa, L-8033 Strassen

Référence de publication: 2015103102/11.

(150113293) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Imisys S.A., Société Anonyme.

Siège social: L-1510 Luxembourg, 38-40, avenue de la Faïencerie.

R.C.S. Luxembourg B 68.553.

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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.

Certifié sincère et conforme

Pour IMISYS S.A.

Fideco S.A.

Référence de publication: 2015103072/12.

(150112361) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Goodman Cardinal Logistics (Lux) S.à r.l., Société à responsabilité limitée.

Siège social: L-1160 Luxembourg, 28, boulevard d'Avranches.

R.C.S. Luxembourg B 175.730.

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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: 2015100451/9.

(150110473) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Creafimo S.A., Société Anonyme.

Siège social: L-1480 Luxembourg, 8, boulevard Paul Eyschen.

R.C.S. Luxembourg B 145.052.

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

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

Signature.

Référence de publication: 2015100322/10.

(150110259) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

AIF Management Services S.A., Société Anonyme.

Siège social: L-2562 Luxembourg, 2, place de Strasbourg.

R.C.S. Luxembourg B 194.326.

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Extrait de la décision du conseil d'administration d'AIF Management Services S.A.

En date du 1 er juillet 2015, le conseil d'administration d'AIF Management Services SA. (la «Société») a pris la résolution suivante:

- transférer le siège social de la Société du 2, rue de l'Eau, L-1449 Luxembourg au 2, Place de Strasbourg, L-2562 Luxembourg avec effet au 1 er Juillet 2015.

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

Luxembourg, le 1 er juillet 2015.

David Luksenburg

Conducting Officer

Référence de publication: 2015108417/16.

(150119063) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 juillet 2015.

Delta 2 (Lux) Sàrl, Société à responsabilité limitée.

Capital social: USD 623.063.550,00.

Siège social: L-2163 Luxembourg, 20, avenue Monterey.

R.C.S. Luxembourg B 122.129.

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EXTRAIT

Il résulte des résolutions prises par l'associé unique de la Société en date du 24 juin 2015 que:

- Monsieur Stef Oostvogels, a démissionné de son mandat de gérant de la Société avec effet au 7 mai 2015.

- Monsieur François Pfister, né le 25 octobre 1961 à Uccle (Belgique), demeurant professionnellement au 2-4 Rue Eugène Ruppert, L-2453 Luxembourg (Grand-Duché de Luxembourg), a été nommé gérant de la Société avec effet immédiat et pour une durée indéterminée.

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

Fait à Luxembourg, le 24 juin 2015.

Pour la société

Signature

Un gérant

Référence de publication: 2015100331/19.

(150111055) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Advent Carl Luxembourg Finance S.à r.l., Société à responsabilité limitée.

Siège social: L-1222 Luxembourg, 2-4, rue Beck.

R.C.S. Luxembourg B 148.035.

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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 06 juillet 2015.

Référence de publication: 2015108387/10.

(150118088) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 juillet 2015.

Althelia Climate Fund GP, S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 166.097.

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Lors de l'assemblée générale annuelle tenue en date du 7 avril 2015, les associés ont pris note de la fin de mandat de réviseur d'entreprises agréé de PricewaterhouseCoopers S.à r.l., avec siège social au 400, route d'Esch, L-1471 Luxembourg.

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

Luxembourg, le 3 juillet 2015.

Référence de publication: 2015108394/12.

(150118958) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 juillet 2015.

Yacuba S.A., Société Anonyme.

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

R.C.S. Luxembourg B 142.106.

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Référence est faite à l'extrait des résolutions prises par le Conseil d'Administration en date du 14 Juillet 2015 déposé le 21 Juillet 2014 et publié le 23 Septembre 2014 au Mémorial C n° 2573 sous la référence 2014106236/14.

Extrait des résolutions prises lors de l'Assemblée Générale Statutaire tenue au siège social le 8 mai 2015

- la cooptation Monsieur Daniel PIERRE, employé privé, né le 13 décembre 1967 à Arlon, Belgique, et résidant professionnellement au 412F route d'Esch, L-2086 Luxembourg, est ratifiée. Ce dernier terminera le mandat de son prédécesseur, soit jusqu'à l'Assemblée Générale Statutaire de l'an 2020.

Fait à Luxembourg, le 8 mai 2015.

Certifié sincère et conforme

Référence de publication: 2015108370/15.

(150117456) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 juillet 2015.

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

Siège social: L-8079 Bertrange, 127A, rue de Leudelange.

R.C.S. Luxembourg B 189.507.

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Extrait des résolutions du Conseil de Gérance du 18 juin 2015

1 ère résolution:

Le conseil de gérance prend note de la démission de Jan Nicolaas REUS communiquée par courrier reçu le 17 juin 2015.

2 ème résolution:

Le conseil de gérance décide d'élire comme gérant remplaçant jusqu'à la prochaine assemblée des associés:

Monsieur Uwe NICKEL, né le 4 octobre 1977 à Dresden, Allemagne, avec adresse professionnelle à 127a, rue de Leudelange, L-8079 Bertrange, Luxembourg.

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

Pour le Conseil de Gérance

Angela Nickel

Référence de publication: 2015108396/17.

(150118126) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 juillet 2015.

"Goodman Carpo Logistics (Lux) S.à r.l., Société à responsabilité limitée.

Siège social: L-1160 Luxembourg, 28, boulevard d'Avranches.

R.C.S. Luxembourg B 191.030.

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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: 2015100452/9.

(150110472) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

Creative & Logic Investment S.A., Société Anonyme.

Siège social: L-1118 Luxembourg, 23, rue Aldringen.

R.C.S. Luxembourg B 97.662.

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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: 2015100323/10.

(150110969) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juin 2015.

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

Siège social: L-1150 Luxembourg, 84, route d'Arlon.

R.C.S. Luxembourg B 158.809.

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EXTRAIT

Les comptes annuels au 31.12.2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 30 juin 2015.

Karim Van den Ende

Gérant

Référence de publication: 2015108385/13.

(150118705) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 juillet 2015.

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

Capital social: USD 20.000,00.

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

R.C.S. Luxembourg B 181.148.

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I. Par résolutions signées en date du 18 juin 2015, l'associé unique a pris les décisions suivantes:

1. Nomination de Christophe Davezac, avec adresse professionnelle au 5, rue Guillaume Kroll, L-1882 Luxembourg, au mandat de gérant B, avec effet au 1 er juillet 2015 et pour une durée indéterminée;

2. Nomination de Antonio Longo, avec adresse professionnelle au 5, rue Guillaume Kroll, L-1882 Luxembourg, au mandat de gérant B, avec effet au 1 er juillet 2015 et pour une durée indéterminée;

3. Acceptation de la démission de Anita Lyse, avec adresse professionnelle au 5, rue Guillaume Kroll, L-1882 Luxembourg, de son mandat de gérant B, avec effet au 30 juin 2015;

4. Acceptation de la démission de Philippe Leclercq, avec adresse professionnelle au 5, rue Guillaume Kroll, L-1882 Luxembourg, de son mandat de gérant B, avec effet au 30 juin 2015;

II. Par résolutions circulaires signées en date du 18 juin 2015, le conseil de gérance a décidé de transférer le siège social de la Société du 25C, boulevard Royal, L - 2449 Luxembourg au 5, rue Guillaume Kroll, L-1882 Luxembourg avec effet au 1 er juillet 2015.

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

Luxembourg, le 2 juillet 2013.

Référence de publication: 2015108384/22.

(150118202) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 juillet 2015.

Five Arrows Secondary Opportunities III Co-Investments S.C.A., SICAR, Société en Commandite par Actions sous la forme d'une Société d'Investissement en Capital à Risque.

Siège social: L-1136 Luxembourg, 1, place d'Armes.

R.C.S. Luxembourg B 167.385.

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In the year two thousand and fifteen, on the thirty-first day of July,

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

Was held

an extraordinary general meeting of shareholders (the "Meeting") of "Five Arrows Secondary Opportunities III Co-Investments S.C.A., SICAR", a partnership limited by shares (société en commandite par actions) incorporated under the laws of the Grand Duchy of Luxembourg and qualifying as investment company in risk capital (société d'investissement en capital à risque) within the meaning of the Luxembourg law of 15 June 2004 relating to the investment company in risk capital, as amended, having its registered office at 1, place d'Armes, L-1136 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Trade and Companies under number B 167.385 (the "SICAR"). The SICAR was incorporated pursuant to a notarial deed enacted on 28 February 2012 and published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial") number 699 of 16 March 2012.

The Meeting was opened at 11:00 a.m. CEST in the premises of the SICAR.

The Meeting is chaired by Mr Julien MENGOZZI, employee, professionally residing in Luxembourg, who appointed Mrs Claire BENALOUACHE, employee, professionally residing in Luxembourg, as secretary.

The Meeting elected Mr Charles TRITTON, employee, professionally residing in the United Kingdom, as scrutineer.

The bureau of the Meeting having thus been constituted, the chairman declared and requested the notary to record that:

- At a first extraordinary general meeting of shareholders, held on 16 June 2015, the quorum requirement of fifty percent (50%) of the capital as imposed by article 67-1 of the Luxembourg law of 10 August 1915 on commercial companies, as amended, was not met and the meeting could therefore not validly deliberate on the proposed agenda. It was decided to reconvene the extraordinary general meeting on 31 July 2015, the reconvened Meeting being able to validly deliberate on the proposed agenda regardless of the proportion of the capital represented;

- A convening notice reproducing the agenda of the Meeting was sent to each of the registered shareholders of the SICAR and published twice in the Mémorial and in the two Luxembourg newspapers "Tageblatt" and "Wort" on 29 June 2015 and 15 July 2015;

- The names of 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 as well as the proxies will be annexed to this document to be filed with the registration authorities;

- It appears from the attendance list that out of 50310 outstanding shares, 2351 registered shares, including the management share, are present or represented at this Meeting, so that the Meeting is regularly constituted and can validly deliberate on the proposed agenda.

The agenda of the Meeting is the following:

1. Amendment and restatement of the articles of incorporation of the SICAR;

2. Discarding of the existing French version of the articles of incorporation of the SICAR;

3. Miscellaneous.

After deliberation, the following resolutions were validly taken by the Meeting by 2351 votes:

First resolution

The Meeting RESOLVES by

2351 votes in favour

0 votes against

0 abstention

to amend the articles of incorporation of the SICAR in order to perform a general legal and regulatory update, notably further to the adoption of the Luxembourg law of 12 July 2013 on alternative investment fund managers, and related applicable regulations.

The Meeting consequently RESOLVES to restate the articles of incorporation of the SICAR in order to reflect the amendments adopted by the Meeting, which shall henceforth read as follows:

Art. 1. Definitions. All terms not expressly defined herein shall have the meaning ascribed to them in the prospectus (within the meaning of the Luxembourg law of 15 June 2004 on the investment company in risk capital, as amended) (the "2004 Law") issued by the company hereby established (the "SICAR Prospectus").

Art. 2. Form. There exists among the general partner (associé gérant commandité) (the "General Partner") as subscriber of the management share(s) (the "Management Share(s)"), the limited shareholders (the "Investor" or "Investors") and all

those who may become holders of shares in the SICAR, a company in the corporate form of a société en commandite par actions (partnership limited by shares), qualifying as a société d'investissement en capital à risque (investment company in risk capital), governed by the law of 10 August 1915 relating to commercial companies, as amended (the "1915 Law"), the 2004 Law and the present articles (the "SICAR Articles").

Art. 3. Name. The company's name is "Five Arrows Secondary Opportunities III Co-Investments S.C.A., SICAR" (the "SICAR" or the "Company").

Art. 4. Purpose. The SICAR's purpose is to invest its assets in securities and other assets representing risk capital within the widest possible meaning as permitted under article 1 of the 2004 Law in order to provide its shareholders with the benefit of the result of the management of its assets in consideration of the risk they incur in this respect.

In addition, the SICAR can perform all commercial, technical and financial operations, connected directly or indirectly to the purpose as described above in order to facilitate the accomplishment of its purpose to the full extent permitted by the 2004 Law.

Art. 5. Registered Office. The SICAR has its registered office in the City of Luxembourg, Grand Duchy of Luxembourg.

The registered office may be transferred within the municipality of the City of Luxembourg by a resolution of the General Partner.

The registered office of the SICAR may be transferred to any other place in the Grand-Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of Investors deliberating in the manner required for amendment of these SICAR Articles.

Should any political, economic or social events of an exceptional nature occur or threaten to occur that are likely to affect the normal functioning of the registered office or communications with foreign countries, the registered office may be provisionally transferred to foreign country until such time as circumstances have completely returned to normal. Such decision will not affect the SICAR's nationality which will, notwithstanding such transfer, remain a Luxembourg incorporated company. The decision as to the transfer the registered office to another country will be made by the General Partner.

The SICAR may have offices, branches (whether or not a permanent establishment) and subsidiaries either in Luxembourg or abroad.

Art. 6. Duration. The SICAR is constituted for a ten (10) year period from the incorporation date.

The SICAR does not come to an end upon the death, suspension of civil rights, bankruptcy or insolvency of any of its shareholders.

The SICAR may be terminated at any time by a decision of the general meeting of shareholders in the manner required for the amendment of these SICAR Articles, subject to the consent of the General Partner.

The SICAR shall be dissolved at expiry of the SICAR Term or at any earlier date in case of a dissolution event provided for by the 2004 Law. The General Partner may also, at its own initiative, dissolve the SICAR at any earlier date, subject to the Investors Extraordinary Consent and to requirements provided by the 1915 Law.

In addition, the SICAR will be dissolved if the General Partner is dissolved or subject to insolvency proceedings or liquidation, if the General Partner ceases to be in business for any reason whatsoever. In this event, the SICAR will not be dissolved if the Investors decide unanimously to continue the SICAR and transfer its management to a new general partner. Any new general partner must adhere to the rules that have been accepted by the current General Partner. The Depositary shall be kept informed.

Art. 7. Liability. The General Partner is liable for all liabilities which cannot be paid out of the assets of the SICAR. The limited shareholders shall be liable only to the extent of the amount of their investment in the SICAR.

In addition to any liability under applicable law, each shareholder who does not qualify as a well informed investor, and who holds shares in the Company, shall hold harmless and indemnify the Company, the General Partner, the other shareholders of the relevant Class and the Company's agents for any damages, losses and expenses resulting from or connected to such holding circumstances where the relevant shareholder had furnished misleading or untrue documentation or had made misleading or untrue representations to wrongfully establish its status as an well informed investor or has failed to notify the Company of its loss of such status.

Art. 8. Share Capital. The share capital of the SICAR shall at all times be equal to its net assets.

The share capital of the SICAR is represented by the following classes of shares:

i. the Management Share is the share subscribed at the time of incorporation of the SICAR by the General Partner as unlimited managing shareholder (associé gérant commandité) of the SICAR as well as the shares that may be issued subsequently whose subscription will be reserved for the General Partner as unlimited shareholder of the Company;

ii. the A shares are limited shares (actions du commanditaire) which entitle their holders to the income and realisation proceeds received by the SICAR, after satisfying any expenses and liabilities of the SICAR (the "A Shares").

The Company may issue an unlimited number of shares including an unlimited number of Management Share(s) whose subscription will be reserved for the current General Partner as unlimited shareholder (associé gérant commandité) of the SICAR and an unlimited number of A Shares.

The General Partner may create additional classes of shares (including D Shares referred to in Article 16 below) in accordance with the provisions and subject to the requirements of the 1915 Law.

At the date of incorporation the SICAR's share capital is set at EUR 31,000 (thirty one thousand euro), represented by 1 (one) Management Share with no par value issued to the General Partner and 309 (three hundred and nine) class A Shares with no par value.

The general meeting of holders of shares of a class or the General Parnter may consolidate or split the shares of such Class.

The minimum capital of the SICAR, which must be achieved within 12 (twelve) months as from the date on which the SICAR has been authorised as a SICAR under Luxembourg applicable laws, shall be EUR 1,000,000 (one million euro) as required by the 2004 Law.

Art. 9. Issuance of Shares. The General Partner is authorised to issue further partly or fully paid shares at any time, in accordance with the procedures and subject to the terms and conditions, including the issue price, determined by the General Partner and disclosed in the sales documents.

Persons may be admitted as Investors by the General Partner provided that they each sign and deliver to the General Partner a Subscription Agreement. The General Partner's acceptance of a Subscription Agreement (or, if the Subscription Agreement is accepted by the General Partner subject to receipt by the SICAR of the applicant's First Drawdown) shall constitute the applicant as an Investor of the SICAR and, following such acceptance (or if applicable the receipt by the SICAR of the First Drawdown), the applicant shall have all the rights and shall comply with all the obligations of an Investor set out in the SICAR Prospectus and the SICAR Articles. Except as provided for in the SICAR Prospectus and the SICAR Articles (including, for the avoidance of doubt, as provided in Article 8 of the SICAR Prospectus) no further person may be admitted as an Investor after the deadline indicated in the SICAR Prospectus.

The SICAR may issue additional Management Share(s) whose subscription will be reserved for the current General Partner as unlimited shareholder (actionnaire gérant commandité) of the SICAR.

The SICAR may issue fraction of shares.

Unless otherwise provided for herein or in the SICAR Prospectus, no preferential subscription rights shall apply.

This issue of shares shall be suspended if the calculation of the Net Asset Value is suspended pursuant to Article 18 hereof.

Art. 10. Commitments of Investors. By committing to subscribe, each Investor irrevocably undertakes to subscribe its shares and makes further payments upon the General Partner's calls for funds within the limit of its Undrawn Commitment. Accordingly, any delay or default in payment may be sanctioned as set out in Article 16.

Art. 11. Investors. Shares of the SICAR may only be subscribed for, or acquired by well-informed investors within the meaning of article 2 of the 2004 Law.

Art. 12. Form of Shares/Shareholders' Register. Shares will only be issued in registered form.

The Administrative and Registrar and Transfer Agent holds a share account for each Investor in which the Investor's shares are registered. A certificate of registration will be issued to each Investor upon such Investor's request. The proof ownership of Investor's shares is made by the registration of such Investor within the shareholders' register. Transfer of ownership will become effective only after its entry in the shareholders' register of the SICAR.

The registration of the Investor's name in the shareholder' register evidences its right of ownership over such registered shares.

The Investor may, at any time, change its address as entered in the shareholders' register by means of a written notification to the SICAR at its registered office, or at such other address as may be set by the SICAR from time to time.

The SICAR recognizes only one single owner per share. If one or more shares are jointly owned or if the ownership of such share(s) is disputed, all persons claiming a right to such share(s) have to appoint one single person to represent such share(s) towards the SICAR. The failure to appoint such person implies a suspension of all rights attached to such share (s).

Art. 13. Voting Right. Each SICAR share grants the right to 1 (one) vote at every Investors' meeting and at, for each class of shares, separate meetings of the holders of shares of each of the classes, if any.

Fractional shares may be issued up to 3 (three) places after the decimal and shall carry rights in proportion to the fraction of a share they represent but shall carry no voting rights, except to the extent that their number is such that they represent a whole share, in which case they confer a voting right.

Unless otherwise provided in these SICAR Articles, the consent of the General Partner is required in order for an Investor's resolution to be validly adopted.

Art. 14. Transfer of Shares. Transfers of SICAR shares whether direct or indirect, voluntary or involuntary (including, but not limited to, Transfers to an affiliate) will not be valid and the General Partner shall impose such restrictions it may think necessary (including but not limited to immediate redemption as per Article 15):

a) if the transferee is not a Well-Informed Investor; or

b) if such Transfer results in a violation of a provision of the SICAR Prospectus or of the SICAR Articles or of applicable laws or any other regulation, including Luxembourg laws on securities and Federal or State laws of the United States of America relating to the registration of public securities offerings; or

c) if, as a result of such Transfer, the SICAR or the General Partner would be required to register as an Investment Company under the United States Investment Company Act of 1940, as amended; or

d) if, as a result of such Transfer, the SICAR Assets are considered Plan Assets with respect to ERISA; or

e) if such Transfer would cause the SICAR to be classified as an association taxable as a corporation for United States Federal income tax purposes or would cause the SICAR to be treated as a publicly traded partnership for United States Federal income tax purposes.

14.1. Transfer of the Management Share(s)

The Management Share(s) held by the General Partner is/are not transferable to any person without the consent given at a general meeting of Investors in accordance with the quorum and majority requirements for the amendment of the SICAR Articles. The General Partner may, at its expense, transfer its Management Share(s) to one of its Affiliates in accordance with applicable law with the prior consent of the CSSF.

In the event of a Transfer of its Management Share as a General Partner of the SICAR its assignee or transferee shall be substituted in its place and admitted to the SICAR as a general partner of the SICAR pursuant to applicable law including the requirement for amending the SICAR Articles and with the prior consent of the CSSF. Immediately thereafter, such substituted general partner is hereby authorized to and shall continue the business of the SICAR.

14.2. Notification Letter

In the event of a proposed Transfer of shares in the SICAR, the transferor shall so declare to the General Partner by registered letter with return receipt requested (the "Notification Letter"), indicating the full name, mailing address and tax domicile of the transferor and of the transferee, the identifying number of the transferor, the number of shares which the transferor plans to transfer (the "Proposed Shares") as well as the price offered for the Proposed Shares.

14.3. Prior approval

During the entire SICAR Term, Transfers of SICAR shares (other than the Management Share) to any Person, for any reason whatsoever, shall be subject to the prior written approval of the General Partner.

The General Partner will have 20 (twenty) Business Days from receipt of the Notification Letter to decide whether it approves or refuses and to notify such decision to the transferor. The General Partner has full discretion in making this decision; it shall not be subject to any restrictions and is not required to reason its decision. If the General Partner does not notify its refusal within the twenty (20) Business Day period aforementioned, it shall be deemed to have approved the contemplated Transfer.

Where approval is given, the completion of the Transfer of shares shall take place according to the notified conditions within fifteen (15) Business Days following the notification of such approval or the expiration of the period of twenty (20) Business Days provided in the above paragraph.

14.4. Compensation

The General Partner shall be reimbursed by the transferor for any reasonable costs incurred with respect to a Transfer. The General Partner may also receive compensation from the transferor, negotiated by mutual agreement, if the latter requires its assistance in seeking a transferee for its shares.

14.5. Miscellaneous

If the Transfer of shares takes place before all Further Draw-downs have been called, the obligations in respect of the Undrawn Commitment of the transferor corresponding to those shares shall automatically be transferred by the transferor together with the said shares. Therefore, after the procedures above have been completed, the transferee shall become the owner of the shares it wishes to acquire only after the transferee has executed a Transfer Agreement, the terms of which shall irrevocably bind it to pay in the remaining Undrawn Commitments of the transferor.

Art. 15. Redemption of shares - Conversion of shares. An Investor may not, of its own initiative, require the SICAR to redeem its shares.

The SICAR however may redeem SICAR shares whenever the General Partner considers redemption to be in the best interests of the SICAR or of an Investor. No redemption of SICAR Shares may be carried out if, as a result thereof, the share capital of the SICAR would fall below the minimum share capital amount required by the 2004 Law

In addition, the SICAR will redeem SICAR shares on a compulsory basis if an Investor ceases to be, or is found not to be, a Well-Informed Investor.

In the event of compulsory redemption, the redemption price will be equal to the subscription price paid at the time by the redeeming Investor. However, if the General Partner determines that the Net Asset Value has increased or decreased materially since subscription by the relevant Investor, the General Partner may change the redemption price to a price based on Value of such SICAR shares on the relevant redemption date.

The SICAR may also redeem SICAR shares in the event of default of payment by an Investor of the amounts owed under a Further Draw-down under the conditions provided for in Article 16.

The SICAR may redeem SICAR shares on a compulsory basis to comply with its obligations under Section 1471 or Section 1472 of the United States Internal Revenue Code.

The SICAR shares redeemed by the SICAR will be cancelled.

The SICAR may redeem fractions of shares.

Conversions of SICAR shares from one class into another are not allowed except in the case of default of payment as provided for in Article 16.

Art. 16. Delays or default in payment.

16.1. In the event that an Investor of the SICAR does not make a payment, in whole or in part, on the Payment Date of any Drawdown called by the General Partner, the General Partner shall provide such Investor with written notice within fifteen (15) Business Days following such Payment Date of such failure to meet its Drawdown obligation (the "Warning of Default").

(a) The Investor will then have a five (5) Business Day period following the sending of the Warning of Default to meet its Draw-down obligation without penalty. If such Investor meets its Drawdown obligation within this required timeframe, the General Partner will not consider such Investor as a Defaulting Investor (as such term is defined in the following paragraph) and the amounts due by the Investor will not bear any interest and such Investor will be entitled to receive distributions made, if any, between the Payment Date and expiry of such five (5) Business Day period following the date of sending of the Warning of Default.

(b) In the event of a default in payment or a failure to cure a default after the five (5) Business Day period following the sending of the Warning of Default, the Investor shall be deemed to be a defaulting investor (a "Defaulting Investor") with retroactive effect from the Payment Date and will not be entitled to receive any distributions made between the Payment Date and expiry of such five (5) Business Day period following the date on which the Warning of Default was sent.

16.2 In the event that the default is not remedied within the five (5) Business Day period following the date on which the Warning of Default was sent, the General Partner General Partner will be entitled to send a default letter to the Defaulting Investor (the "Default Letter").

(a) Subject to the provisions of paragraph (b) below, (i) a Defaulting Investor shall not receive any distribution of any kind whatsoever until the Final Liquidation Date and (ii) suspend the right of the Defaulting Investor to participate in any Investors' votes.

Furthermore, any late payment of amounts due with respect to any Further Drawdown shall entail, automatically and without any formality whatsoever being necessary, the payment to the SICAR of interest (the "Accrued Interest") calculated prorata temporis on the basis of the Euribor 3 months rate (the last rate published on the Payment Date) plus 500 basis points as from the Payment Date and until payment of amounts owed has been received by the SICAR, notwithstanding any action that the General Partner might initiate on its own behalf, on the behalf of the SICAR, the other Investors or the Depositary against the Defaulting Investor and its ability to exercise the rights set out in paragraph (c) below.

(b) In the event that the default is remedied within fifteen (15) Business Days of the sending of the Default Letter, and both the unpaid Further Drawdown and the Accrued Interest are paid, the Defaulting Investor shall recover (i) its rights to receive distributions made, including any distributions which took place between the Payment Date and the date the default was remedied and (ii) its rights to participate in the future Investors' votes in the event such right has been suspended.

If the default is not remedied within fifteen (15) Business Days of the sending of the Default Letter, the General Partner may enforce collection of the unpaid Drawdown against the Defaulting Investor.

(c) If the General Partner decides not to enforce collection of the unpaid Drawdown against the Defaulting Investor, the General Partner may exercise, at its sole discretion, one of the options set out below:

(i) The shares of the SICAR held by the Defaulting Investor (the “Defaulting Investor's Participation”) may be sold in whole or in part to one or more other Investors and/or to one or more third parties. In such case, the General Partner shall inform the Defaulting Investor of its intention to transfer the Defaulting Investor's Participation. The Defaulting Investor may designate one or more transferees within thirty (30) Business Days, it being specified that such period may be extended by the General Partner. Any proposed transfer will be subject to the provisions of Article 14, particularly with respect to the required prior approval of the General Partner. If the Defaulting Investor and the designated transferee(s) agree on a price, which may not be lower than the amount of the unpaid Further Drawdown of the Defaulting Investor increased by any costs incurred if applicable, by the General Partner and/or the SICAR with respect to this transfer of shares, the Defaulting Investor's Participation will be transferred at the agreed upon price.

If (i) no agreement on the price can be reached by the Defaulting Investor and the designated transferee(s), (ii) the Defaulting Investor has not designated any transferee within the required timeframe, (iii) pursuant to Article 14, the General Partner has not approved the Transfer to the transferee(s) designated by the Defaulting Investor, or (iv) all or part of the Defaulting Investor's Participation is not sold for any other reason, the General Partner may (x) designate one or more purchaser(s), in which case the General Partner and the designated purchaser(s) shall agree on a price, which may not be lower than the amount of the unpaid Further Drawdown or (y) auction the Defaulting Investor's Participation according to the conditions set forth below.

The General Partner will first deduct from the net proceeds of the Transfer of the shares any amounts owed to the SICAR with respect to the unpaid Drawdown by the Defaulting Investor and the Accrued Interest incurred until payment of the

transfer price has been received. The General Partner shall finally deduct on its own behalf, and on behalf of the SICAR, and of the other Investors and the Depositary, an amount equal to all expenses incurred or damages suffered by them due to the Defaulting Investor's failure to pay in the Drawdown. The Defaulting Investor shall receive the balance, if any.

In the event of a Transfer, the corresponding registration of the Defaulting Investor shall be deleted from the SICAR's shareholders' register. The designated purchaser(s) will become the owner(s) of the SICAR shares only after having signed a Transfer Agreement in which the purchaser(s) agrees to pay in the remaining Undrawn Commitments attached to the shares of SICAR it(they) has(have) acquired.

(ii) If the General Partner decides not to proceed as set forth in paragraph (a) above or if all or part of the Defaulting Investor's Participation is not sold as set out in paragraph (a) above for any other reason, the General Partner may, in its sole discretion, decide to treat the A shares corresponding to the Defaulting Investor's Participation which are not sold as shares subordinated to the A shares issued to the other Investors pursuant to the conditions set forth in the paragraph below and to designate such shares as shares of category D (the "D Shares") (the "Subordination Decision").

These D Shares will be worth EUR one (1) each and shall only be entitled to receive payment of an amount equal to the paid-up amount by the Defaulting Investor with respect to the A shares, after the SICAR has fully distributed an amount equal to the paid-up amount of the issued A shares of the other Investors. The General Partner may deduct from this amount the Accrued Interest incurred up to the Subordination Decision as well as, on its own behalf, and on behalf of the SICAR, and of the other Investors and the Depositary, an amount equal to all expenses incurred or damages suffered by them due to the Defaulting Investor‘s failure to pay in the Drawdown. The Defaulting Investor shall receive the balance, if any.

The D Shares shall not be entitled to any form of return with respect to their paid-up amount and the D shareholders shall not be entitled to participate in any of the Investors' votes. The Defaulting Investor will be released from any obligation to pay in future Further Drawdowns. The Total Undrawn Commitments and the Total Commitments will be adjusted accordingly.

(iii) If the General Partner decides not to proceed pursuant to paragraphs (i) and/or (ii) above or if all or part of the Defaulting Investor's Participation is not sold or concerned by a Subordination Decision pursuant to the conditions set forth in respectively in paragraphs (i) and (ii) above, the General Partner may decide to have the SICAR redeem all or part of the Defaulting Investor's Participation.

The A shares will be redeemed by the SICAR at a price equal to the lesser of the two following amounts (the "Redemption Price"): (i) 50% of the net amounts paid in by the Defaulting Investor with respect to these A shares, and (ii) 50% of the last known Value of these A shares (at the discretion of the General Partner, either on the Payment Date or on the date of redemption by the SICAR). If this amount is negative, the Redemption Price will be equal to EUR one (1) Euro.

The Redemption Price will be paid after the SICAR has fully paid the paid-up amount of the A shares issued to the other Investors.

The General Partner may deduct from the Redemption Price the Accrued Interest incurred up to the redemption date as well as, for its own account and on behalf of the SICAR, the other Investors and the Depositary, an amount equal to all expenses incurred or damages suffered by them due to the Defaulting Investor's failure to pay in the Draw-down. The Defaulting Investor shall receive the balance, if any.

The shares redeemed by the SICAR will be cancelled. The Total Undrawn Commitment and the Total Commitments will be adjusted accordingly.

16.3 No right, power or remedy conferred upon the SICAR and the General Partner against a Defaulting Investor in this Article 16 shall be exclusive, and each such right, power or remedy shall be cumulative and in addition to every other right, power or remedy whether conferred in this Article 16 now or hereafter available at law. No course of dealing between the General Partner and any Defaulting Investor and no delay in exercising any such right, power or remedy shall operate as a waiver or otherwise prejudice any such right, power or remedy. For the avoidance of doubt the General Partner may call a Further Draw-down from other Investors excluding Defaulting Investor as is necessary to make up any shortfall in available funds for Investments.

Art. 17. Value. In order to determine the Value of the SICAR shares, the investments held by the SICAR will be valuated by the AIFM by using the criteria corresponding to the valuation guidelines provided for in the International Private Equity and Venture Capital Valuation Guidelines (IPEV) as updated and in compliance with accounting regulations in force on the valuation date.

The valuation the SICAR portfolio shall be submitted to the Statutory Auditor by the AIFM twice a year prior to determination of the Value of the shares.

The Values of the shares will be established by the Administrative and Registrar and Transfer Agent, under the responsibility of the AIFM every quarter as at 31 March, 30 June, 30 September and 31 December. The AIFM may request the Administrative and Registrar and Transfer Agent to determine the Values more frequently for the purposes of redeeming shares.

The Value per share of each class of shares of the SICAR is determined by computing the amount that would have been distributed to each class of shares, pursuant to Article 9 of the SICAR Prospectus, if all the investments held by the SICAR had been sold on the valuation date at a price equal to the values determined in accordance with this Article 18, divided by the number of issued shares in the relevant class. The Value per share will be given up to three (3) places after the decimal.

Art. 18. Suspension. The AIFM may suspend calculation of the Value:

(a) where there is an emergency situation following which it is impossible for the SICAR to dispose of or value a substantial part of its assets;

(b) where the means of communication usually used to determine the price or value of the investments or the stock or other market price are out of service;

(c) for the entire period during which 1 (one) of the main stock or other markets, on which a substantial part of the investments is listed or traded, is closed for a reason other than normal holidays, or for any period during which transactions thereon are restricted or suspended.

Any Investor having requested the Value will be informed of such a suspension by the AIFM.

Art. 19. Manager of the SICAR. The SICAR will be managed by the General Partner "Five Arrows Managers" in its capacity as general managing partner (associé gérant commandité) of the SICAR. The Investors may not participate or interfere in the management of the SICAR.

The General Partner will manage the SICAR in accordance with the Investment Policy.

The General Partner may, under the conditions and within the limits laid down by Luxembourg laws and regulations, and in particular the 2004 Law and the law of 12 July 2013 on alternative investment fund managers (the "2013 Law"), appoint an external alternative investment fund manager ("AIFM") in order to carry out the functions described in annex I of the 2013 Law.

Art. 20. Power. Unless otherwise provided by 1915 Law or by these SICAR Articles, the General Partner shall have the broadest powers to perform all acts of administration and disposition of the SICAR.

All powers not expressly reserved by the 1915 Law or these SICAR Articles to the general meeting of Investors shall be exercised by the General Partner.

Art. 21. Delegation of Power. The General Partner may, under its responsibility, sub-delegate its power to perform specific tasks to one or more ad hoc agent(s). In particular, the General Partner may appoint one or more committees and delegate certain of its functions to such committees.

The General Partner will determine the powers, duties and remuneration (if any) of its agent(s) and/or committees, the duration of their appointment and any other relevant conditions to his/her/its/their appointment.

Art. 22. Conflicts of Interest. No contract or other transaction between the SICAR and any other company, firm or entity shall be affected or invalidated by the fact that the General Partner or one or more of the officers of the SICAR is interested in, or is a director, associate, officer or employee of such other company, firm or entity. The General Partner or any officer of the SICAR who serves as a director, officer or employee of any company, firm or entity with which the SICAR shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company, firm or entity be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

Potential conflicts of interest would include, for example, the General Partner (i) providing services to other customers, (ii) employees or managers of the General Partner becoming a director in, or (iii) holding or dealing in securities held by the SICAR.

Art. 23. Signature. The SICAR shall be bound by the sole signature of the General Partner acting through (i) its managers (with full power of sub-delegation), or (ii) one or more of its other duly authorized signatories, or (iii) such person(s) to which such power has been delegated.

Art. 24. Indemnification. As more fully described in the SICAR Prospectus, the SICAR shall reimburse, indemnify and hold harmless, out of any SICAR distributions to which any Investor is entitled, or by calling a Further Drawdown from the Investors, or by recalling any distributions paid to the Investors, in proportion to their Commitments, against any and all debts, liabilities, actions, proceedings, claims and requests, any and all damages and penalties, as well as all costs and expenses relating thereto (including legal fees) incurred by the Indemnified Person (i) having acted as the general partner of the SICAR or on behalf of the General Partner or (ii) having acted as a director, officer or manager (dirigeant) of the General Partner, (iii) arising out of or in connection with any matter or other circumstance relating to or resulting from the exercise of the activity as general partner or from the provision of, or failure to provide, to or in respect of the SICAR or under or pursuant to any agreement relating to the SICAR or in respect of services or (iv) which otherwise arise in relation to the operation, business or activities of the SICAR; provided, however, that the Indemnified Person shall not be so indemnified with respect to any matter resulting from its gross negligence (faute lourde), wilful misconduct (dol) or fraud, in each case as determined on a final basis by the relevant Luxembourg court.

Art. 25. General Meetings of Investors. The decisions of the Investors are taken by resolutions passed at meetings of the Investors held at a time and place specified in the notice of the meeting.

The general meeting of Investors shall represent the entire body of Investors of the SICAR. Its resolutions shall be binding upon all the Investors of the SICAR.

General meetings of Investors are convened by the General Partner.

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

The General Partner may determine all other conditions that must be fulfilled by the Investors for them to take part in any meeting of Investors. Any Investor may act at any general meeting by appointing in writing or by fax, cable, telegram, telex, electronic means or by any other suitable communication means another person who needs not be Investor.

Each Investor may participate in general meetings of Investors.

All general meetings of Investors shall be chaired by the General Partner.

One general meeting shall be held annually at the registered office of the SICAR or elsewhere as may be specified in the notice of meeting at 4:30 pm on 31 May. If this day is not a Business Day, the general meeting shall be held on the first following Business Day.

Unless otherwise provided for in these SICAR Articles, Investors' resolutions are validly passed by Investors' representing a majority of the votes cast at Investors' meetings validly convened and quorate in accordance with the 1915 Law. In any case, unless otherwise provided, the consent of the General Partner is required for any Investors' resolution to be validly adopted.

Art. 26. Accounting Period. The term of the Accounting Period shall be a period of 12 (twelve) months. It shall commence on 1 January. As an exception, the first Accounting Period shall commence at the incorporation of the SICAR and shall end on 31 December 2012, and the last Accounting Period shall end on the Final Liquidation Date of the SICAR.

Art. 27. Accounts. Each year, the General Partner will draw up the annual accounts of the SICAR.

The annual accounts shall be approved by the annual general meeting of Investors upon proposal of the General Partner.

The accounts shall be expressed in Euro.

Art. 28. Supervision. A Statutory Auditor shall be appointed for 6 (six) Accounting Periods by the SICAR.

The Statutory Auditor will perform the verifications and audits provided for by law. It will, in particular, certify the accuracy and regularity of the accounts and any information of an accounting nature contained in the management reports, and inform the General Partner's shareholders and the CSSF of any irregularities or inaccuracies noted in the performance of its mission.

Art. 29. Distribution. Subject to permitted reinvestments, and the requirements of Luxembourg law, distributions shall be payable by the SICAR on its shares further to the provisions ascribed within the SICAR Prospectus and notably in article 9 of such SICAR Prospectus.

No distribution may be made if, after the declaration of such distribution, the share capital of the SICAR would fall below EUR 1,000,000 (one million euro).

Art. 30. Depositary. The assets of the Company shall be, pursuant to article 48 of the 2004 Law, entrusted to a depositary appointed in accordance with the provisions of article 19 of the 2013 Law.

Art. 31. Merger - Spin off. Subject to the Investors' Extraordinary Consent, the General Partner may either merge, in whole or in part, the SICAR with another SICAR that it manages, or split the SICAR into 2 (two) or more société d'investissement en capital à risque that it manages, in accordance with the provisions prescribed by applicable law and regulations. Such merger or spin off transactions may only be carried out not less than 1 (one) month after consulting the Investors so that Investors may have an opportunity to transfer their shares within the conditions laid out in Article 14 “Transfers of Shares”.

Art. 32. Dissolution. The SICAR shall be dissolved at expiry of the SICAR Term or at an earlier date in case of a dissolution event provided for by the 2004 Law. The General Partner may also, at its own initiative, dissolve the SICAR at any earlier date, subject to the Investors' Extraordinary Consent subject to requirements provided by the 1915 Law.

In addition, the SICAR will be dissolved if the General Partner is dissolved or subject to insolvency proceedings or liquidation, if the General Partner ceases to be in business for any reason whatsoever. In this event, the SICAR will not be dissolved if the Investors decide unanimously to continue the SICAR and transfer its management to a new general partner. Any new general partner must adhere to the rules that have been accepted by the current General Partner. The Depositary shall be kept informed.

Art. 33. Liquidation. In the event of liquidation, the General Partner will act as the liquidator. In the event the General Partner is not in a position to act as liquidator, one (1) or more liquidators appointed as liquidator by the general meeting of Investors upon an Investors' Ordinary Consent, will be in charge of the liquidation procedure in compliance with the Luxembourg regulations and the SICAR Articles. The liquidator(s) must be approved by the CSSF. The liquidator shall receive such remuneration as the Investors agree on in an Investors' Ordinary Consent.

The liquidator chosen pursuant to the preceding Article will be vested for this purpose with the most extensive powers to sell any SICAR Assets, pay any creditors and distribute the remaining balance amongst the Investors in proportion to their rights and in accordance with Article 9 of the SICAR Prospectus. The liquidation period will end once the SICAR has been able to sell or distribute all the SICAR Assets.

During the liquidation period, the liquidator shall use its best efforts to realise the investments on the best terms available. The investments that the liquidator has been unable to realise will be distributed in kind, whether or not these investments are listed on a stock market. In the case of distributions in kind of securities (listed or unlisted), the value of these shares for distribution purposes will be determined according to the provisions of Article 17. The liquidator shall cause the SICAR to pay all debts, obligations and liabilities of the SICAR and all costs of liquidation and shall make adequate provisions for any present or future foreseeable obligations but in each case to the extent of the SICAR Assets. The remaining proceeds and assets (if any) shall be distributed amongst the Investors on the basis set out in Article 9 of the SICAR Prospectus, with in addition repayment of the paid-up capital to the holder of the Management Share.

Art. 34. Amendments to these SICAR Articles. These SICAR Articles may be amended by a general meeting subject to the quorum and majority requirements provided by the 1915 Law and with the consent of the General Partner and of the CSSF. Notwithstanding any other provisions in these Articles or the Prospectus providing otherwise, any corporate decision requiring an investors' general meeting will be subject to the quorum and majority requirements provided by the 1915 Law and the consent of the General Partner.

By derogation, the abandonment of the status of SICAR shall be subject to a unanimous vote of the shareholders.

Art. 35. Applicable Law. Reference is made to the provisions of the 1915 Law and the 2004 Law for which no specific provision is made in these SICAR Articles.

Second resolution

The Meeting RESOLVES by 2351 votes in favour 0 votes against 0 abstention to discard the existing French version of the articles of incorporation of the SICAR.

Estimate of costs

The costs, expenses, fees and charges, in whatsoever form, which are to be borne by the SICAR or which shall be charged to it in connection with the present deed, have been estimated at about one thousand five hundred Euro.

Declaration

The undersigned notary who understands and speaks English, states herewith that on request of the above appearing parties, the present deed is worded in English only, in accordance with article 3 of the Luxembourg law of 15 June 2004 relating to the investment company in risk capital, as amended.

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

The document having been read to the persons appearing, all of whom are known to the notary by their surnames, Christian names, civil status and residences, the members of the bureau signed together with Us, the notary, the present original deed.

Signé: Julien MENGOZZI, Claire BENALOUACHE, Charles TRITTON, Jean SECKLER.

Enregistré à Grevenmacher Actes Civils, le 04 août 2015. Relation GAC/2015/6764. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): G. SCHLINK.

Référence de publication: 2015138887/490.

(150150724) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2015.

Partners Group Direct Equity 2016 (EUR) S.C.A., SICAV-SIF, Société d'Investissement à capital variable - fonds d'investissement spécialisé sous la forme d'une société en commandite par actions.

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

R.C.S. Luxembourg B 199.442.

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STATUTES

In the year two thousand and fifteen on the twelfth day of August.

Before Maître Cosita DELVAUX, notary, residing in Luxembourg acting in replacement of Maître Léonie GRETHEN, notary residing in Luxembourg, to whom remains the present deed.

THERE APPEARED:

(1) Partners Group Management III, S.à r.l., a private limited liability company (société à resposabilité limitée) incorporated under the laws of Luxembourg, having its registered office at 2, rue Jean Monnet, L-2180 Luxembourg, Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under the number B163.994, here represented by Mr Mustafa NEZAR, lawyer, residing professionally in Luxembourg, by virtue of a power of attorney given under private seal on 4 August 2015.

(2) Partners Group Finance EUR IC Limited, a company incorporated under the laws of Guernsey, having its registered office at Tudor House, Le Bordage, St Peter Port, GY1 6BD Guernsey, registered with Guersey Registered Company under

number 48295, here represented by Mr Mustafa NEZAR, prenamed, by virtue of a power of attorney given under private seal on 7 August 2015.

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

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

Art. 1. Establishment. There exists among the subscribers and all those who become owners of Shares hereafter issued, a company in the form of a société en commandite par actions with variable capital organised as an investment company with variable capital - specialised investment fund (société d'investissement à capital variable - fonds d'investissement spécialisé) governed by the law of 10 th August 1915 on commercial companies, as amended, ("1915 Law"), the law of 13 th February 2007 on specialised investment funds, as amended (the "2007 Law") and the Articles, and qualifying as alternative investment fund within the meaning of article 1 (39) of the law of 12 th July 2013 on alternative investment fund managers (the "2013 Law") under the name of "Partners Group Direct Equity 2016 (EUR) S.C.A., SICAV-SIF" (the "Fund").

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

Art. 3. Purpose.

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

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

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

Art. 5. Share Capital.

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

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

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

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

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

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

(e) No preferential subscription rights are granted.

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

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

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

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

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

Art. 6. The General Partner.

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

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

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

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

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

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

Art. 8. Share Register.

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

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

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

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

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

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

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

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

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

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

Art. 9. Commitment.

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

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

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

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

Art. 10. Eligible Investor.

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

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

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

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

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

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

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

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

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

(e) The exercise by the Fund of the powers conferred by this Article 10 shall not be questioned or invalidated in any case on the ground that there was insufficient evidence of ownership of Shares by any person or that the true ownership of any Shares was otherwise than as appeared to the Fund at the date of any Purchase Notice, provided that in such case the said powers were exercised by the Fund in good faith.

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

Art. 11. Annual General Meeting.

(a) The annual general meeting of Shareholders shall be held, in accordance with Luxembourg law, in Luxembourg at the registered office of the Fund or at such other place in Luxembourg as may be specified in the notice of meeting, on the last Thursday of the month of June at 12.00 noon (Luxembourg time). If such day is not a bank business day in Luxembourg, the annual general meeting of Shareholders shall be held on the preceding bank business day.

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

Art. 12. Shareholder Meetings.

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

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

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

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

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

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

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

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

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

(ii) the General Partner.

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

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

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

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

Art. 13. General Partner Powers.

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

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

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

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

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

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

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

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

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

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

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

Art. 15. Exculpation & Indemnification.

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

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

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

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

Art. 16. Contribution and Recontribution Obligations.

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

(b) The obligations of the Investors to make contributions and/or to recontribute amounts previously distributed to them shall continue and survive until the earlier of (i) the third anniversary of the date of the relevant distribution was made, or

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

Art. 17. Share Redemption and Defaulting Investors.

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

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

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

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

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

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

(c) Shares will generally be redeemed for:

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

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

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

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

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

(f) If at any time:

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

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

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

Art. 18. Net Asset Value of Shares.

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

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

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

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

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

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

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

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

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

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

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

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

Art. 19. Accounting Year and Auditors.

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

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

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

Art. 20. Distributions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Art. 21. Liquidation.

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

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

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

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

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

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

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

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

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

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

AIFMD	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010.
Eligible Investors	a) professional or institutional investors, or b) other investors who confirm in writing that they adhere to the status of wellinformed investors and are fully aware of the risks and rewards of this type of investment within the meaning of the 2007 Law and who either invest or are committed to invest a minimum of 125,000 Euro in the Fund or have been subject to an assessment made by a credit institution within the meaning of Directive 2006/48/EC, by an investment firm within the meaning of Directive 2004/39/EC or by a management company within the meaning of Directive 2009/65/EC certifying such investor's expertise, experience and knowledge in adequately appraising an investment in the Fund or c) a person involved in the management of specialised investment funds. A U.S. Person is prohibited from acquiring Shares in the Fund.
Entry Charge	A charge which may be levied on an Investor admitted to the Fund subsequent to the initial share offering.
General Partner Share	A share issued by the Fund that has been subscribed to by the General Partner.
Interest	An Investor's interest in the Fund being its rights and obligations in connection with any Ordinary Shares held and its related Remaining Commitment.
Investor(s)	The investors who have acquired or have committed to acquire Ordinary Shares in accordance with a Subscription Agreement. For the avoidance of doubt, any affiliate of the General Partner who has acquired or has committed to acquire Ordinary Shares shall be deemed an Investor.

Manager	The Fund's alternative investment fund manager within the meaning of the AIFMD and the 2013 Law.
Ordinary Share	A share issued by the Fund that has been subscribed to by an Investor.
Ordinary Shareholder	The holder of Ordinary Shares.
Prospectus	The most up-to-date version of the prospectus of the Fund published in accordance with the 2007 Law.
Remaining Commitments	The excess of (i) an Investor's Commitment over (ii) the aggregate amount of such Investor's Contributions (net of Contributions refunded pursuant to Article 17 (b)(ii)).
Shares	The Ordinary Shares and the General Partner Shares.
Shareholders	The holders of Ordinary Shares and General Partner Shares.
Subscription Agreement	The agreement the Fund entered into with each of the Investors in connection with the commitment to subscribe for a certain number of Ordinary Shares.
U.S. Person	Shall have the meaning ascribed in Regulation S, as amended from time to time, of the United States Securities Act of 1933, as amended ("the 1933 Act") or as in any other Regulation or act which shall come into force within the United States of America and which shall in the future replace Regulation S or the 1933 Act.
Valuation Day	The last day of each month.
2013 Law	Luxembourg law of 12 July 2013 on alternative investment fund managers, implementing the AIFMD.

Expenses

The expenses which shall be borne by the Fund as a result of its organisation are estimated at approximately two thousand six hundred euros (EUR 2,600.-).

Subscription and payment

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

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

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

Transitional provisions

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

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

Statement

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

General meeting of shareholders

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

I. The following company is elected as independent auditor:

PricewaterhouseCoopers, Société Coopérative, 2, rue Gerhard Mercator, L-2182 Luxembourg, Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under the number B65.477.

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

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

The undersigned notary, who understands and speaks English, states that on request of the above named person, this deed is worded in English only with no need of further translation in accordance with Article 26(2) of the 2007 Law.

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

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

Signé: Nezar, DELVAUX.

Enregistré à Luxembourg Actes Civils 1, le 13 août 2015. Relation: 1LAC/2015/25968. Reçu soixante-quinze euros (75,00 €).

Le Receveur (signé): Paul MOLLING.

Pour expédition conforme, délivrée aux fins de la publication au Mémorial C.

Luxembourg, le 18 août 2015.

Référence de publication: 2015141028/531.

(150153671) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 août 2015.

Cup IV S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 199.081.

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STATUTES

In the year two thousand fifteen, on the twenty-seventh day of July.

Before the undersigned Me Karine REUTER, a notary resident in Luxembourg, Grand Duchy of Luxembourg.

THERE APPEARED:

Cup CEE S.à r.l., a private limited liability company (société à responsabilité limitée), incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at L-2540 Luxembourg, 15, rue Edward Steichen, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Trade and Companies (the RCS) under number B 198293,

here represented by Richel Van Weij

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

The appearing party, represented as set out above, have 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 "Cup IV S.à r.l." (the Company). The Company is a private limited liability company (société à responsabilité limitée) governed by the laws of the Grand Duchy of Luxembourg, in particular the law of August 10, 1915 on commercial companies, as amended (the Law), and these articles of incorporation (the Articles).

Art. 2. Registered office.

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

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

Art. 3. Corporate object.

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

3.2. The Company may borrow in any form, except by way of public offer. It may issue, by way of private placement only, notes, bonds and any kind of debt and equity securities. It may lend funds, including, without limitation, the proceeds of any borrowings, to its subsidiaries, affiliated companies and any other companies which form part of the same group of companies as the Company. It may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over some or all of its assets to guarantee its own obligations and those of any other company which form part of the same group of companies as the Company, and, generally, for its own benefit and that of any other company which form part of the same group of companies as the Company. The Company may furthermore grant security interests over

and may pledge its shares. For the avoidance of doubt, the Company may not carry out any regulated financial sector activities without having obtained the requisite authorisation.

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

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

Art. 4. Duration.

4.1. The Company is formed for an unlimited period.

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

II. Capital - shares

Art. 5. Capital.

5.1. The share capital is set at twelve thousand five hundred Euro (EUR 12,500.-), represented by twelve thousand five hundred (12,500) shares in registered form, with a par value of one Euro (EUR 1.-) each, all subscribed and fully paid-up.

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

Art. 6. Shares.

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

6.2. The shares are freely transferable between shareholders.

6.3. The transfer of shares (inter vivos) to third parties is subject to prior approval by shareholders representing at least three-quarters of the share capital.

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

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

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

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

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

III. Management - Representation

Art. 7. Appointment and removal of managers.

7.1. The Company shall be managed by a sole manager or by a board of managers, composed of at least one (1) manager A and at least (1) one manager B appointed by a resolution of the shareholders, which sets the term of their office. The managers need not be shareholders.

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

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

8.1. Powers of the board of managers

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

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

8.2. Procedure

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

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

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

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

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

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

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

8.3. Representation

(i) The Company shall be bound towards third parties in all matters by the joint signature of one manager A and one manager B of the Company.

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

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

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

IV. Shareholder(s)

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

11.1. Powers and voting rights

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

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

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

11.2. Notices, quorum, majority and voting procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. Annual accounts - Allocation of profits - Supervision

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

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

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

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

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

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

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

13.5. The annual General Meeting shall be held at the registered office of the Company at such time as may be specified in the convening notices of the meeting.

Art. 14. Auditors.

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

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

Art. 15. Allocation of profits.

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

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

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

(i) the Board must draw up interim accounts;

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

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

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

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

VI. Dissolution - Liquidation

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

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

VII. General provisions

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

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

17.3. Signatures may be in handwritten or electronic form, provided they fulfil all legal requirements for being deemed equivalent to handwritten signatures. Signatures of the Managers' Circular Resolutions, the resolutions adopted by the Board by telephone or video conference or the Written Shareholders' Resolutions, as the case may be, may appear on one

original or several counterparts of the same document, all of which taken together shall constitute one and the same document.

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

Transitional provision

The Company's first financial year shall begin on the date of this deed and shall end on the thirty-first (31) of December 2015.

Subscription and payment

Cup CEE S.à r.l., represented as stated above, subscribes for twelve thousand and five hundred (12,500) shares in registered form, having a nominal value of on euro (EUR 1.-) each, and agrees to pay them in full by a contribution in cash of twelve thousand and five hundred euros (EUR 12,500),

The amount of twelve thousand and five hundred euros (EUR 12,500) is at the Company's disposal and evidence of such amount has been given to the undersigned notary.

Costs

The expenses, costs, fees and charges of any kind whatsoever to be borne by the Company in connection with its incorporation are estimated at approximately EUR 1.350.- (one thousand three hundred fifty euros).

Resolutions of the sole shareholder

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

1. Appointment of Mrs. Charlotte Lahaije-Hultman, Director, born in Barnarp, Sweden on 24 th March 1975, whose address is at 15, Rue Edward Steichen, 4 th Floor, L-2540 Luxembourg, Grand Duchy of Luxembourg, as manager of the Company for an indefinite period.

2. The registered office of the Company is located at 15, rue Edward Steichen, L-2540 Luxembourg.

Declaration

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

This notarial deed is drawn up in Luxembourg, on the date stated above.

After reading this deed aloud, the notary signs it with the authorised representative of the appearing party.

Suit la traduction française du texte qui précède:

L'an deux mil quinze, le vingt-septième jour de juillet.

Par devant le soussigné Maître Karine REUTER, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg.

ONT COMPARU:

Cup CEE S.à r.l., une société à responsabilité limitée, constituée selon les lois du Grand-Duché de Luxembourg, ayant son siège social sis 15, rue Edward Steichen, L-2540 Luxembourg, Grand-Duché du Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg (le RCS) sous le numéro B 198293,

représentée par Madame Richel Van Weij

Après avoir été signée ne varietur par le mandataire des parties comparantes et le notaire instrumentant, lesdites procurations resteront annexées au présent acte pour les formalités de l'enregistrement.

Les parties comparantes, représentées comme indiqué ci-dessus, ont prié le notaire instrumentant d'acter de la façon suivante les statuts d'une société à responsabilité limitée qui est ainsi constituée:

I. Dénomination - Siège social - Objet - Durée

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

Art. 2. Siège social.

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

2.2. Il peut être créé des succursales, filiales ou autres bureaux tant au Grand-Duché de Luxembourg qu'à l'étranger par décision du conseil de gérance. Lorsque le conseil de gérance estime que des développements ou événements extraordinaires

d'ordre politique ou militaire se sont produits ou sont imminents, et que ces développements ou événements sont de nature à compromettre les activités normales de la Société à son siège social, ou la communication aisée entre le siège social et l'étranger, le siège social peut être transféré provisoirement à l'étranger, jusqu'à cessation complète de ces circonstances. Ces mesures provisoires n'ont aucun effet sur la nationalité de la Société qui, nonobstant le transfert provisoire de son siège social, reste une société luxembourgeoise.

Art. 3. Objet social.

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

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

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

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

Art. 4. Durée.

4.1. La Société est formée pour une durée indéterminée.

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

II. Capital - Parts sociales

Art. 5. Capital.

5.1. Le capital social est fixé à douze mille cinq cents euros (EUR 12.500,-), représenté par douze mille cinq cents (12.500) parts sociales sous forme nominative, d'une valeur nominale de un euro (EUR 1) chacune, toutes souscrites et entièrement libérées.

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

Art. 6. Parts sociales.

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

6.2. Les parts sociales sont librement cessibles entre associés.

6.3. La cession des parts sociales (inter vivos) à des tiers est soumise à l'accord préalable des associés représentant au moins les trois-quarts du capital social.

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

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

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

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

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

III. Gestion - Représentation

Art. 7. Nomination et révocation des gérants.

7.1. La Société est gérée par un gérant ou par un conseil de gérance, composé d'au moins un (1) gérant A et au moins un (1) gérant B, nommés par une résolution des associés, qui fixe la durée de leur mandat. Les gérants ne doivent pas nécessairement être associés.

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

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

8.1. Pouvoirs du conseil de gérance

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

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

8.2. Procédure

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

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

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

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

(v) Le Conseil ne peut délibérer et agir valablement que si la majorité de ses membres sont présents ou représentés. Les décisions du Conseil sont valablement adoptées à la majorité des voix des gérants présents ou représentés. Les décisions du Conseil sont consignées dans des procès-verbaux signés par le président de la réunion ou, si aucun président n'a été nommé, par tous les gérants présents ou représentés.

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

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

8.3. Représentation

(i) La Société est engagée vis-à-vis des tiers en toutes circonstances par la signature conjointe d'un gérant A et d'un gérant B de la Société.

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

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

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

IV. Associé(s)

Art. 11. Assemblées générales des associés et résolutions écrites des associés.

11.1. Pouvoirs et droits de vote

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

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

(iii) Chaque part sociale donne droit à un (1) vote.

11.2. Convocations, quorum, majorité et procédure de vote

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

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

(iii) Si des résolutions sont adoptées par écrit, le Conseil communique le texte des résolutions à tous les associés. Les associés votent par écrit et envoient leur vote à la Société endéans le délai fixé par le Conseil. Chaque gérant est autorisé à compter les votes.

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

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

(vi) Un associé peut donner une procuration écrite à toute autre personne, associé ou non, afin de le représenter à toute Assemblée Générale.

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

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

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

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

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

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

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

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

V. Comptes annuels - Affectation des bénéfices - Contrôle

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

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

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

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

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

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

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

13.5. L'Assemblée Générale annuelle se tient à l'adresse du siège social de la Société et à l'heure indiquée dans la convocation.

Art. 14. Commissaires / réviseurs d'entreprises.

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

14.2. Si la Société a plus de vingt-cinq (25) associés, ses opérations sont surveillées par un ou plusieurs commissaires, à moins que la loi ne requière la nomination d'un ou plusieurs réviseurs d'entreprises agréé. Les commissaires sont sujets à la renomination par l'Assemblée Générale annuelle. Ils peuvent être associés ou non.

Art. 15. Affectation des bénéfices.

15.1. Cinq pour cent (5 %) des bénéfices nets annuels de la Société sont affectés à la réserve requise par la Loi (la Réserve Légale). Cette affectation cesse d'être exigée quand la Réserve Légale atteint dix pour cent (10 %) du capital social.

15.2. Les associés décident de l'affectation du solde des bénéfices nets annuels. Ils peuvent allouer ce bénéfice au paiement d'un dividende, l'affecter à un compte de réserve ou le reporter en respectant les dispositions légales applicables.

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

(i) des comptes intérimaires sont établis par le Conseil;

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

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

(iv) compte tenu des actifs de la Société, les droits des créanciers de la Société ne doivent pas être menacés.

Si les dividendes intérimaires qui ont été distribués excèdent les bénéfices distribuables à la fin de l'exercice social, le Conseil a le droit de réclamer la répétition des dividendes ne correspondant pas à des bénéfices réellement acquis et les associés doivent immédiatement reverser l'excès à la Société à la demande du Conseil.

VI. Dissolution - Liquidation

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

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

VII. Dispositions générales

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

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

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

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

Disposition transitoire

Le premier exercice social de la Société commence à la date du présent acte et s'achèvera le 31 décembre 2015.

Souscription et libération

Cup CEE S.à r.l., représentée comme indiqué ci-dessus, déclare souscrire à douze mille cinq cents (12.500) parts sociales sous forme nominative, d'une valeur nominale de un euro (EUR 1) chacune, et de les libérer intégralement par un apport en numéraire d'un montant de douze mille cinq cents euros (EUR 12.500),

Le montant de douze mille cinq cents euros (EUR 12.500) est à la disposition de la Société, comme il a été prouvé au notaire instrumentant.

Frais

Les dépenses, coûts, honoraires et charges de toutes sortes qui incombent à la Société du fait de sa constitution s'élèvent approximativement à EUR 1.350.- (mille trois cent cinquante euros).

Résolutions de l'associé unique

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

1. Nomination de Mme Charlotte Lahaije-Hultman, gérant, né à Barnarp, Suède, le 24 mars 1975, dont l'adresse est 15, Rue Edward Steichen, 4e étage, L-2540 Luxembourg, Grand Duché de Luxembourg, en qualité de gérant de la Société pour une durée indéterminée.

2. Le siège social de la Société est établi au 15, rue Edward Steichen, L-2540, Luxembourg.

Déclaration

Le notaire soussigné, qui comprend et parle l'anglais, déclare à la requête des parties comparantes que le présent acte est rédigé en anglais, suivi d'une traduction française et que, en cas de divergences, la version anglaise fait foi.

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

Après avoir lu le présent acte à voix haute, le notaire le signe avec le mandataire des parties comparantes.

Signés: R. Van WEIJ, K. REUTER.

Enregistré à Luxembourg Actes Civils 2, le 27 juillet 2015. Relation: 2LAC/2015/16964. Reçu soixante-quinze euros 75.-

Le Receveur (signé): MULLER.

POUR EXPEDITION CONFORME.

Luxembourg, le 5 août 2015.
Référence de publication: 2015133626/485.
(150145504) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 août 2015.

Mondelez International Delaware LLC, Société à responsabilité limitée,

(anc. Kraft Foods Luxembourg S.à r.l.).

Capital social: CHF 30.000,00.

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

R.C.S. Luxembourg B 134.416.

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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:

Mondelez International Holdings LLC, a limited liability company formed under the laws of the State of Delaware, United States of America, registered with the Secretary of the State of Delaware under number 5163203, having its principal place of business located at Three Parkway North, Deerfield, Illinois 60015, United States of America,

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

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

Such appearing entity, through its proxyholder, has requested the undersigned notary to state that:

I. The appearing entity is the sole shareholder of the private limited liability company ("société à responsabilité limitée") incorporated in Luxembourg under the name of "Kraft Foods Luxembourg S.à r.l.", having its registered address at 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 134.416 (the "Company"), incorporated pursuant to a deed of Maître Joseph Elvinger, public notary then residing in Luxembourg, Grand Duchy of Luxembourg, dated November 23 rd , 2007, published in the Mémorial C - Recueil des Sociétés et Associations, number 109, on January 15 th , 2008.

II. The Company's share capital is set at thirty thousand Swiss Franc (CHF 30,000.-) represented by thirty thousand (30,000) ordinary shares with a nominal value of one Swiss Franc (CHF 1.-) each, all fully paid-up.

III. The appearing entity, through its proxyholder, has requested the undersigned notary to document the following resolutions:

First resolution

The sole shareholder resolved to revoke, with effect as of July 6 th , 2015 which corresponds to the legal effective date of the migration and domestication of the Company to be adopted pursuant to the resolutions hereafter (the "Effective Date"), the mandate of the following Company's managers:

- Mrs. Anja Coenegrachts, as category A manager; and
- Mr. Manfred Schneider, as category B manager.

Second resolution

The sole shareholder resolved to grant discharge to all the Company's managers for the exercise of their mandate up to the Effective Date.

Third resolution

The general meeting resolved to transfer, with effect as of the Effective Date, the Company's place of effective management out of the Grand Duchy of Luxembourg and to transfer the registered office of the Company from 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg to the State of Delaware, United States of America, i.e., at The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, the United States of America, being noted that the principal place of business of the Company shall be located at Three Parkway North, Deerfield, Illinois 60015, the United States of America, under the following suspensive conditions which shall be completed on the Effective Date:

- after filing of the certificate of limited liability company domestication and certificate of formation of the Company with the Delaware Secretary of State at the effective date and time set forth therein; and
- after the execution of the limited liability company agreement at the effective date and time set forth therein.

As a result of this resolution and subject to the completion of the above-mentioned suspensive conditions, the Company shall become governed by the laws of the State of Delaware, the United States of America, and shall continue its activity according to the laws of the State of Delaware under the form of a limited liability company and under the name of Mondelez

International Delaware LLC as of the Effective Date; the change of the nationality and the transfer of the registered office and place of effective management do not legally cause the dissolution of the Company subject to the completion of the above-mentioned suspensive conditions.

The general meeting resolved that according to Luxembourg and Delaware law, the transfer of the registered office of the Company to another country and the transfer of its place of effective management out of the Grand Duchy of Luxembourg, subject to the completion of the first suspensive condition above, shall result in the continuation of the Company in the State of Delaware, United States of America, without discontinuity of the legal personality of the Company, as evidenced in the attached legal opinion issued by a U.S. law firm, namely Hunton & Williams LLP.

The completion of the above-mentioned suspensive conditions will be confirmed by notarial deed of the undersigned notary to be enacted immediately after the completion of such conditions, which deed will also include the decision to strike off the Company from the Luxembourg Trade and Companies Register.

Fourth resolution

In addition, the general meeting resolved to give mandate to Hunton & Williams LLP to accomplish in the State of Delaware, United States of America, what has been decided supra.

In particular, it gives it mandate to proceed with the filing of all the required documents in this regard with the Delaware Secretary of State duly certified and provided with the Apostil of La Haye if necessary.

Declaration Pro Fisco

The transfer of the Company's place of effective management out of the Grand Duchy of Luxembourg and the transfer of the registered office of the Company from the Grand Duchy of Luxembourg to the State of Delaware, United States of America, do cause neither the dissolution of the Company in the Grand Duchy of Luxembourg, nor the formation of a new entity in the State of Delaware, United States of America, because the Company will continue to be the same entity as before.

For Luxembourg tax purposes, the Company shall write a balance sheet and a profit/loss statement for the period starting the 1 st day of the current financial year up to the Effective Date, i.e. July 6 th , 2015. Accordingly, the Company shall file a final liquidation tax return for the period running from December 1 st , 2014 until July 6 th , 2015.

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

The undersigned notary who understands and speaks English states herewith that on request of the above appearing entity, the present deed is worded in English and followed by a French translation.

On request of the same appearing entity and in case of divergence between the English and the French text, the English version will prevail.

Whereof, the present notarised 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 entity appearing, who is known to the notary by the Surname, Christian name, civil status and residence, she signed together with Us, the notary, the present original deed.

Suit la traduction en langue française du texte qui précède.

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

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

A comparu:

Mondelez International Holdings LLC, une société à responsabilité limitée constituée selon les lois de l'Etat du Delaware, Etats-Unis d'Amérique, inscrite auprès du secrétariat de l'Etat du Delaware sous le numéro 5163203, ayant son siège principal au Three Parkway North, Deerfield, Illinois 60015, Etats-Unis d'Amérique,

ici représentée par Peggy Simon, employée privée, avec adresse professionnelle au 9 Rabatt, L-6475 Echternach, Grand-Duché de Luxembourg, en vertu d'une procuration donnée le 9 juin 2015.

Laquelle procuration, après avoir été signée "ne varietur" par la mandataire de la comparante et le notaire instrumentaire, demeurera annexée aux présentes pour être enregistrée en même temps.

Laquelle comparante, par son mandataire, a requis le notaire instrumentaire d'acter que:

I. La comparante est la seule associée de la société à responsabilité limitée établie à Luxembourg sous la dénomination de «Kraft Foods Luxembourg S.à r.l.» ayant son siège social au 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché de Luxembourg, inscrite auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 134.416 (la «Société»), constituée suivant un acte reçu par Maître Joseph Elvinger, notaire alors résidant à Luxembourg, Grand-Duché de Luxembourg, en date du 23 novembre 2007, publié au Mémorial C - Recueil des Sociétés et Associations, numéro 109, le 15 janvier 2008.

II. Le capital social de la Société est fixé à trente mille Francs Suisses (CHF 30.000,-), représenté par trente mille (30.000) parts sociales ayant un pair comptable d'un Franc Suisse (CHF 1,-) chacune, chaque part étant entièrement libérée.

III. La comparante, par son mandataire, a requis le notaire instrumentaire de documenter les résolutions suivantes:

Première résolution

L'associée unique a décidé mettre un terme, avec effet au 6 juillet 2015 qui correspond à la date effective légale de la migration et domestication de la Société qui seront adoptées suite aux résolutions ci-après (la «Date d'Effet»), au mandat des gérants de la Société suivants:

- Mme Anja Coenegrachts, en tant que gérante de catégorie A; et

- M. Manfred Schneider, en tant que gérant de catégorie B.

Deuxième résolution

L'associée unique a décidé de donner décharge aux gérants de la Société pour l'exercice de leur mandat jusqu'à la Date d'Effet.

Troisième résolution

L'associée unique a décidé de transférer, avec effet à la Date d'Effet, le siège de direction effective de la Société hors du Grand-Duché de Luxembourg et de transférer le siège social de la Société du 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché de Luxembourg, à l'Etat du Delaware, Etats-Unis d'Amérique, i.e., à The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, Etats-Unis d'Amérique, étant noté que le lieu principal de ses opérations sera situé à Three Parkway North, Deerfield, Illinois 60015, Etats-Unis d'Amérique, sous réserve de la réalisation à la Date d'Effet des conditions suspensives suivantes:

- Le dépôt du certificat de domestication de société à responsabilité limitée et du certificat de formation de la Société auprès du Secrétariat de l'Etat du Delaware selon la date et l'heure d'effet telles que mentionnées dans lesdits certificats; et

- La signature du contrat de société à responsabilité limitée selon la date et l'heure d'effet telles que mentionnées dans ledit contrat.

Suite à cette décision et sous réserve de la réalisation des conditions suspensives susmentionnées, la Société sera régie par les lois de l'Etat du Delaware, Etats-Unis d'Amérique et continuera son activité selon les lois de l'Etat du Delaware sous la forme d'une société à responsabilité limitée et sous le nom de Mondelez International Delaware LLC à la Date d'Effet; le changement de nationalité et le transfert du siège social et du siège de direction effective n'entraîne pas la dissolution légale de la Société sous réserve de la réalisation des conditions suspensives susmentionnées.

L'associée unique a décidé qu'en application de la loi luxembourgeoise et de l'Etat du Delaware, le transfert du siège social de la Société vers un autre pays et le transfert du siège de direction effective hors du Grand-Duché de Luxembourg, sous réserve de la réalisation des conditions suspensives susmentionnées, résultera en la continuation de la Société dans l'Etat du Delaware, Etats-Unis d'Amérique, sans discontinuité de la personne morale de la Société, tel que prouvé dans l'opinion légale ci-jointe émise par un cabinet d'avocats américain, nommément Hunton & Williams LLP.

La réalisation des conditions suspensives susmentionnées sera confirmée par acte notarié du notaire soussigné qui sera signé immédiatement après la réalisation desdites conditions, lequel acte inclura également la décision de désimmatriculer la Société du Registre de Commerce et des Sociétés de Luxembourg.

Quatrième résolution

De plus, l'associée unique a décidé de donner mandat à Hunton & Williams LLP afin d'accomplir dans l'Etat du Delaware, Etats-Unis d'Amérique, ce qui a été décidé précédemment.

En particulier, elle leur donne mandat afin de procéder au dépôt de tous les documents requis à cet effet par le Secrétariat de l'Etat du Delaware dûment certifiés et portant l'Apostille de la Haye si nécessaire.

Déclaration Pro Fisco

Le transfert du siège de direction effective de la Société hors du Grand-Duché de Luxembourg et le transfert du siège social du Grand-Duché de Luxembourg vers l'Etat du Delaware, Etats-Unis d'Amérique, ne cause ni la dissolution de la Société au Grand-Duché de Luxembourg, ni la constitution d'une nouvelle entité dans l'Etat du Delaware, Etats-Unis d'Amérique, parce que la Société continuera à être la même entité que précédemment.

Pour des besoins fiscaux luxembourgeois, la Société devra préparer un état financier et un état des profits et pertes pour la période commençant au 1 er jour de l'année sociale en cours jusqu'à la Date d'Effet, i.e. le 6 juillet 2015. Dès lors, la Société devra préparer une déclaration fiscale de liquidation pour la période du 1 er décembre 2014 au 6 juillet 2015.

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

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.

A la requête de la même comparante et en cas de divergences entre les textes anglais et français, la version anglaise fera foi.

Dont Procès-verbal, fait et passé à Echternach, Grand-Duché de Luxembourg, les jour, mois et an qu'en tête des présentes.

Lecture faite et interprétation donnée à la mandataire de la comparante, connue du notaire par son nom et prénom, état et demeure, elle a signé ensemble avec Nous notaire, le présent acte.

Signé: P. SIMON, Henri BECK.

Enregistré à Grevenmacher Actes Civils, le 26 juin 2015. Relation: GAC/2015/5323. 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: 2015103129/168.

(150112570) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2015.

Toco S.A., Société Anonyme.

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

R.C.S. Luxembourg B 150.905.

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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: 2015101796/9.

(150111440) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

Tofin Holding S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 17, boulevard Royal.

R.C.S. Luxembourg B 55.633.

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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: 2015101798/10.

(150111569) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

Ilmenau Lüneburg Real Estate S.à r.l., Société à responsabilité limitée,

(anc. One Grand Parade Dublin Real Estate S.à r.l.).

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 194.471.

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In the year two thousand and fifteen,

on the twenty-second day of the month of June.

Before Us, Me Jean-Joseph WAGNER, notary residing in SANEM, Grand Duchy of Luxembourg,

there appeared:

"CSRE I European Property (Luxembourg) Holding S.à r.l.", a private limited liability company (société à responsabilité limitée), which is governed by Luxembourg Law, having its registered office at 5, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Trade and Companies under company number R.C.S. B 185.605,

duly represented by Mr Alexander Wagner, Rechtsanwalt, with professional address at 10, boulevard G.D. Charlotte, L-1330 Luxembourg,

by virtue of a proxy under private seal given to him in Luxembourg, on 15 June 2015.

Said proxy, signed ne varietur by the proxyholder of the appearing party and the undersigned notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

Such appearing party is the sole unitholder (the "Sole Unitholder") of "One Grand Parade Dublin Real Estate S.à r.l." (the "Company"), a Luxembourg private limited company (société à responsabilité limitée), having its registered office at 5, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy de Luxembourg, registered with the Luxembourg Register of Trade and Companies under section B number 194.471 and incorporated pursuant to a notarial deed enacted on 10 February 2015, published in the Mémorial C, Recueil Spécial des Sociétés et Associations on 19 February 2015, number 453, page 21.720.

The Sole Unitholder representing the whole corporate unit capital of the Company requires the notary to act the following resolutions:

First resolution

The Sole Unitholder RESOLVES to change the corporate name of the Company from "One Grand Parade Dublin Real Estate S.à r.l" to "Ilmenau Lüneburg Real Estate S.à r.l.".

Second resolution

In order to reflect such change of the corporate name, the Sole Unitholder consequently RESOLVES to amend article 1 of the Articles which shall now read as follows:

" **Art. 1. Form, Corporate Name.** Hereby exists under the name of "Ilmenau Lüneburg Real Estate S.à r.l." a private limited liability company (société à responsabilité limitée), which will be governed by Luxembourg Law (hereafter the "Company"), 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 incorporation (hereafter the "Articles")."

The undersigned notary who understands and speaks English, states herewith that upon request of the above appearing person, the present deed is worded in English followed by a German translation. Upon request of the same appearing person and in case of divergences between the English and the German text, the English version will prevail.

Whereas, 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 appearing person, who is known to the notary by his surname, first name, civil status and residence, the said person signed together with Us the notary the present original deed.

Es folgt die deutsche Fassung des vorangegangenen Textes:

Im Jahr zweitausendfünfzehn,

am zweiundzwanzigsten Tag des Monats Juni.

Vor Uns, Notar Jean-Joseph WAGNER, mit Amtssitz in SASSENHEIM, Großherzogtum Luxemburg,

ist erschienen:

die CSRE I European Property (Luxembourg) Holding S.à r.l., Gesellschaft mit beschränkter Haftung (société à responsabilité limitée), mit Sitz in 5, rue Jean Monnet, L-2180 Luxemburg, eingetragen im Luxemburger Handelsregister unter der Nummer R.C.S. B 185.605,

hier vertreten durch Herrn Alexander Wagner, Rechtsanwalt, berufsansässig in 10, boulevard G.D. Charlotte, Luxemburg,

kraft einer ihm erteilten Vollmacht unter Privatschrift, welche in Luxemburg, am 15. Juni 2015 ausgestellt wurde.

Die Vollmacht bleibt nach Unterzeichnung ne varietur durch den Bevollmächtigten und den unterzeichneten Notar der gegenwärtigen Urkunde als Anlage beigefügt, um mit derselben registriert zu werden.

Die Erschienene ist die alleinige Gesellschafterin der Gesellschaft "One Grand Parade Dublin Real Estate S.à r.l.", (die "Gesellschaft") eine Gesellschaft mit beschränkter Haftung (société à responsabilité limitée) nach Recht des Großherzogtums Luxemburg, mit Sitz in 5, rue Jean Monnet, L-2180 Luxembourg, Großherzogtum Luxemburg, eingetragen beim Luxemburger Handels- und Gesellschaftsregister unter der Nummer 194.471, gegründet gemäß einer notariellen Gründungsurkunde aufgenommen am 10. Februar 2015, veröffentlicht im Mémorial C, Recueil des Sociétés et Associations am 19. Februar 2015, Nummer 453, Seite 21.720.

Die Alleingesellschafterin, welche das vollständige Gesellschaftskapital repräsentiert, hat erklärt und den Notar gebeten zu beurkunden dass:

Erster Beschluss

Die Alleingesellschafterin BESCHLIESST den Namen der Gesellschaft von "One Grand Parade Dublin Real Estate S.à r.l." auf "Ilmenau Lüneburg Real Estate S.à r.l." abzuändern.

Zweiter Beschluss

Ferner zu der oben genannten Namensabänderung, BESCHLIESST die Alleingesellschafterin Artikel 1 der Satzung der Gesellschaft abzuändern, und ihm fortan folgenden Wortlaut zu geben:

" **Art. 1. Form, Name.** Hiermit besteht eine Gesellschaft mit beschränkter Haftung nach Luxemburger Recht unter der Firma "Ilmenau Lüneburg Real Estate S.à r.l." (nachstehend die "Gesellschaft") die dem Luxemburger Recht, insbesondere dem Gesetz vom 10. August 1915 über Handelsgesellschaften in seiner jeweils aktuell gültigen Fassung (nachstehend das "Gesetz"), sowie dieser Satzung (nachstehend die "Satzung") unterliegt."

Der unterzeichnende Notar, der englischen Sprache kundig und mächtig, erklärt hiermit, dass die vorliegende Urkunde in englischer Sprache verfasst ist, gefolgt von einer deutschen Version.

Auf Ersuchen desselben Erschienenen und im Fall von Abweichungen zwischen dem englischen und dem deutschen Text, soll die englische Version maßgebend sein.

Worüber, die vorliegende notarielle Urkunde an dem am Anfang des Dokumentes erwähnten Tag in Luxemburg aufgesetzt wurde.

Nachdem dieses Dokument der erschienenen Person, welche dem Notar nach Namen, Vornamen, Personenstand und Wohnsitz bekannt ist, vorgelesen wurde, wurde es von der besagten erschienenen Person gemeinsam mit Uns dem Notar unterzeichnet.

Gezeichnet: A. WAGNER, J.J. WAGNER.

Einregistriert zu Esch/Alzette A.C., am 29. Juni 2015. Relation: EAC/2015/14800. Erhalten fünfundsiebzig Euro (75.- EUR).

Der Einnehmer ff. (gezeichnet): Monique HALSDORF.

Référence de publication: 2015109599/89.

(150119348) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juillet 2015.

Visionmark Group, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2450 Luxembourg, 10-12, boulevard Roosevelt.

R.C.S. Luxembourg B 169.908.

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Monsieur Jacques Chahine représentant permanent de la société JAJ Consulting ayant son siège social au 10-12 boulevard Roosevelt L-2450 Luxembourg et inscrite au RCS sous le numéro B 164213 demeure au 17, rue Mère Teresa, L-8033 Strassen

Référence de publication: 2015101832/11.

(150111919) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

Boortmalt Overseas Group S.A., Société Anonyme.

Siège social: L-2530 Luxembourg, 10A, rue Henri M. Schnadt.

R.C.S. Luxembourg B 60.004.

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DISSOLUTION

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

Par-devant Maître Blanche MOUTRIER, notaire de résidence à Esch-sur-Alzette,

a comparu:

La société de droit belge «BOORTMALT N.V.», ayant son siège social à B-Zandvoort 2 - 2030 Antwerpen, Haven 350 (le "Mandant"), dûment représentée par Monsieur Cédric LAMBERT, employé privé, demeurant professionnellement à L-2530 Luxembourg, 10A, rue Henri M. Schnadt, (le "Mandataire"),

en vertu d'une procuration sous seing privé, laquelle, après avoir été signée ne varietur par la partie comparante et le notaire instrumentant, restera annexée au présent acte pour être soumise à la formalité de l'enregistrement.

Le Mandataire a déclaré et a requis le notaire d'acter:

1. Que la société anonyme «Boortmalt Overseas Group S.A.» établie et ayant son siège social à L-2530 Luxembourg, 10A, rue Henri M. Schnadt a été constituée par acte reçu par Maître Reginald NEUMAN, alors notaire de résidence à Luxembourg en date du 8 juillet 1997, publié au Mémorial C numéro 573 du 21 octobre 1997.

2. Que le capital social de la société anonyme «Boortmalt Overseas Group S.A.» s'élève actuellement à UN MILLION QUATORZE MILLE SIX CENT VINGT-SIX Euros SOIXANTE-DIX-HUIT Cents (1.014.626,78,-€) représenté par CENT QUARANTE-TROIS MILLE CINQ CENT SOIXANTE-ET-ONZE (143.571) actions sans désignation de valeur nominale, entièrement libérées.

3. Que le mandant soussigné en sa qualité d'actionnaire déclare avoir parfaite connaissance des statuts et de la situation financière de la susdite société «Boortmalt Overseas Group S.A.».

4. Que le mandant soussigné est propriétaire de 143.571 actions de la susdite société et qu'en tant qu'actionnaire il déclare expressément procéder à la dissolution de la susdite société.

5. Que le mandant soussigné déclare que les dettes connues ont été payées et en outre qu'il prend à sa charge tous les actifs, passifs et engagements financiers, connus ou inconnus, de la société dissoute et que la liquidation de la société est achevée sans préjudice du fait qu'il répond personnellement de tous les engagements sociaux.

6. Que décharge pleine et entière est accordée aux administrateurs et au réviseur de la société dissoute pour l'exécution de son mandat jusqu'à ce jour.

7. Qu'il a été procédé à l'annulation du registre des actionnaires, le tout en présence du notaire instrumentant.

8. Que les livres et documents de la société dissoute seront conservés pendant cinq ans à L-2530 Luxembourg, 10A, rue Henri M. Schnadt.

Dont acte, fait et passé à Esch-sur-Alzette, les jours, mois et an qu'en tête des présentes.

Et après lecture, le Mandataire pré-mentionné a signé ensemble avec le notaire instrumentant le présent acte.

Enregistré à Esch/Alzette Actes Civils, le 26/06/2015. Relation: EAC/2015/14541. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): HALSDORF.

POUR EXPEDITION CONFORME, délivrée à des fins administratives.

Esch-sur-Alzette, le 30 juin 2015.

Référence de publication: 2015104647/43.

(150115240) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2015.

VLS Hospitality, Société à responsabilité limitée.

Siège social: L-3544 Dudelange, 22, rue Jean Wolter.

R.C.S. Luxembourg B 170.426.

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L'an deux mille quinze,

Le dix-sept juin,

Par devant Maître Carlo GOEDERT, notaire de résidence à Dudelange,

Ont comparu:

1) Monsieur Frédéric STURBOIS, responsable développement, né à Schaarbeek (Belgique) le 16 mars 1973, demeurant à B-1831 Diegem, 99B, Watermolenstraat,

2) Monsieur Jan VAN LOOCK, dirigeant de société, né à Louvain (Belgique) le 21 décembre 1961, demeurant à B-1930 Zaventem, 75, Desmedtstraat,

tous les deux ici représentés par Madame Cindy GOMES CORDEIRO, employée privée, demeurant professionnellement à L-3441 Dudelange, 61-63, avenue Grande-Duchesse Charlotte,

en vertu d'une procuration donnée sous seing privé, laquelle, après avoir été signée "ne varietur" par le porteur de procuration et le notaire instrumentant, restera annexée aux présentes avec lesquelles elle sera soumise à la formalité de l'enregistrement.

Lesquels comparants ont exposé au notaire instrumentaire ce qui suit:

Les comparants, dûment représentés, sont les seuls associés de la société à responsabilité limitée «VLS HOSPITALITY», ayant son siège social à L-3739 Rumelange, 38, rue des Martyrs, inscrite au Registre de Commerce et des Sociétés à Luxembourg sous le numéro B170 426,

constituée suivant acte reçu par Maître Jean SECKLER, notaire de résidence à Junglinster, en date du 19 juin 2012, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 2147 du 29 août 2012.

Ceci exposé, les associés représentant l'intégralité du capital social, ont déclaré se considérer comme dûment convoqués en assemblée générale extraordinaire et, sur ordre du jour conforme dont ils reconnaissent avoir eu connaissance parfaite dès avant ce jour, ont pris la résolution unique suivante:

Unique résolution

L'assemblée générale décide de transférer le siège social de L-3739 Rumelange, 38, rue des Martyrs, à L-3544 Dudelange, 22, rue Jean Wolter,

et de modifier par conséquent l'article cinq (5), alinéa 1 er , des statuts pour lui donner la teneur suivante:

« **Art. 5. alinéa premier.** Le siège social est établi à Dudelange.»

Frais

Les parties ont évalué les frais incombant à la Société du chef de cette assemblée générale à environ sept cent cinquante euros (750.-€).

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

Et après lecture faite et interprétation donnée au représentant du comparant, connu du notaire par nom, prénom, état et demeure, il a signé avec le notaire le présent acte.

Signé: C. GOMES CORDEIRO, C. GOEDERT.

Enregistré à Esch/Alzette Actes Civils, le 22 juin 2015. Relation: EAC/2015/14170. Reçu soixante-quinze euros 75,00 €

Le Receveur ff. (signé): M. HALSDORF.

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

Dudelange, le 25 juin 2015. C. GOEDERT.

Référence de publication: 2015101835/47.
(150111453) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

Maditossa S.C.I, Société Civile Immobilière.

Siège social: L-2221 Luxembourg, 139, rue de Neudorf.

R.C.S. Luxembourg E 5.676.

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STATUTS

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

Pardevant Maître Paul BETTINGEN, notaire de résidence à Niederanven, Grand-Duché de Luxembourg.

Ont comparu:

1. Monsieur Lubomir MALY, fonctionnaire du Parlement européen, né le 07 septembre 1978 à Zabreh (République Tchèque), demeurant à L-2221 Luxembourg, 139, rue de Neudorf et

2. Madame Danielle DICKES, fonctionnaire - professeur de lycée, née le 25 juillet 1977 à Luxembourg, demeurant à L-2221 Luxembourg, 139, rue de Neudorf,

Ici représentée par Monsieur MALY, sur base d'une procuration du 18 juin 2015, laquelle reste annexée à l'acte après avoir été paraphée ne varietur par le notaire et le comparant.

Lesquels comparants ont arrêté, ainsi qu'il suit, les statuts d'une société civile immobilière qu'ils entendent constituer entre eux:

Titre I ^{er} . - Dénomination, Objet, Durée, Siège

Art. 1 ^{er} . Il est formé entre les parties soussignées une société civile immobilière sous la dénomination «MADITOSSA S.C.I.».

Art. 2. La société a pour objet l'acquisition et la gestion d'immeubles, incluant la mise en location, tant au Luxembourg qu'à l'étranger, ainsi que toutes opérations pouvant se rattacher directement ou indirectement à l'objet social ou pouvant en faciliter l'extension ou le développement et l'exploitation, pour autant qu'elles ne portent pas atteinte au caractère civil de la société.

La société pourra dans le cadre de son activité notamment constituer toute garantie hypothécaire ou autre privilège ou se porter caution réelle d'engagement, y compris en faveur de tiers, mais dans ce dernier cas seulement après autorisation de l'assemblée générale.

La société pourra emprunter avec ou sans garantie ou se porter caution pour d'autres personnes morales et physiques.

Art. 3. La société est constituée pour une durée indéterminée.

Art. 4. Le siège social de la société est établi dans la commune de Luxembourg.

Titre II. - Capital social, Parts sociales

Art. 5. Le capital social de la société est fixé à cent vingt-cinq mille euros (EUR 125.000,-), divisé en cinq (5) parts de vingt-cinq mille euros (EUR 25.000,-) chacune.

Le capital social pourra à tout moment être modifié, sous les conditions prévues par la loi et les présents statuts. Les parts à souscrire seront d'abord offertes aux associés existants, proportionnellement à la part du capital social représentée par leurs parts.

Art. 6. Chaque part donne droit à une fraction proportionnelle au nombre de parts existantes dans la propriété de l'actif social et dans la répartition des bénéfices.

Art. 7. Dans leurs rapports respectifs et vis-à-vis des créanciers, les associés sont tenus des dettes de la société, chacun dans la proportion du nombre de parts qu'il possède.

Art. 8. Les parts sociales sont indivisibles à l'égard de la société qui ne reconnaît qu'un seul propriétaire pour chacune d'elles.

Les copropriétaires indivis de parts sociales sont tenus de se faire représenter auprès de la société par une seule et même personne.

Art. 9.

a) Les parts sociales sont librement cessibles entre associés.

b) Les parts sont incessibles à des tiers, ni par vente, ni par donation, sauf l'accord de tous les associés.

Art. 10. La cession des parts s'opérera par acte authentique ou par acte sous seing privé en observant l'article 1690 du Code Civil.

Art. 11. La société ne sera pas dissoute par le décès d'un ou de plusieurs associés, mais continuera entre le ou les survivants et les héritiers de l'associé ou des associés décédés.

L'interdiction, la faillite, la liquidation judiciaire ou la déconfiture d'un ou de plusieurs associés ne mettra pas fin à la société qui continuera entre les autres associés, à l'exclusion du ou des associé(s) en état d'interdiction, de faillite, de liquidation judiciaire ou de déconfiture.

Titre III. - Assemblée générale des associés, Administration

Art. 12. Les associés sont convoqués par le ou les gérant(s) de la société à une assemblée générale avec un préavis d'au moins deux semaines.

La convocation se fait par toute voie écrite qui laisse une trace et une preuve de la convocation faite en bonne et due forme.

Toutefois, les associés peuvent se réunir spontanément en quelque lieu que ce soit, du moment que la réunion se fait entre tous les associés et que les décisions y prises le soient à l'unanimité.

Art. 13. Chaque associé a le droit de participer aux décisions collectives, quel que soit le nombre de parts qui lui appartiennent. Il n'existe aucune décision collective au sujet de la société à laquelle l'associé ne puisse participer.

Chaque associé peut se faire valablement représenter aux assemblées générales par un porteur de procuration spéciale.

Chaque associé dispose d'un droit permanent et illimité de surveillance de la gestion du/des gérant/s.

Art. 14. Les associés se réunissent au moins une fois par an, dans les six mois de la clôture des comptes, à la date et à l'endroit qui seront indiqués dans l'avis de convocation. Dans toute réunion, chaque part donne droit à une voix.

Les résolutions sont prises à la double majorité simple des associés et des voix attachées à leurs parts, présents ou représentés, à moins de dispositions contraires des statuts.

Les associés peuvent apporter toutes modifications aux statuts, qu'elles qu'en soient la nature et l'importance.

Les décisions portant modification aux statuts ne sont prises qu'à la majorité de trois quarts (3/4) des parts existantes.

Art. 15. La société est gérée et administrée par un gérant unique, associé ou non, nommé par l'assemblée des associés.

Le pouvoir de signature du gérant pour engager valablement la société sera fixé par l'assemblée générale des associés.

Art. 16. La société n'est pas dissoute par le décès, l'interdiction, la faillite ou la déconfiture d'un associé ou d'un gérant.

Les créanciers, ayants droit ou héritiers d'un associé ou d'un gérant, ne pourront, pour quelque motif que ce soit apposer des scellées sur des biens et documents de la société, ni faire procéder à aucun inventaire judiciaire des valeurs sociales.

Art. 17. Les associés sont tenus envers les créanciers avec lesquels ils ont contracté, proportionnellement au nombre de parts qu'ils possèdent dans le capital social de la société.

Art. 18. L'année sociale commence le 1 er janvier et finit le 31 décembre de chaque année.

Art. 19. La dissolution de la société ne peut être votée qu'à l'unanimité des voix existantes.

Elle se fera conformément aux dispositions y afférentes inscrites au Code civil luxembourgeois.

En cas de mésentente grave entre associés, la dissolution de la société ne pourra être demandée en justice par l'un des associés, avant le terme convenu, que pour autant que cette mésentente empêche toute action commune et qu'elle mette en jeu l'existence même de la société, ce conformément à la disposition de l'article 1871 du code civil.

Art. 20. Les articles 1832 à 1872 du code civil ainsi que les modifications apportées au régime des sociétés civiles par la loi du 18 septembre 1933 et ses modifications ultérieures trouveront leur application partout où il n'y est pas dérogé par les présents statuts.

Disposition transitoire

Le premier exercice commencera le jour de la constitution et finira le 31 décembre 2015.

Souscription et libération du capital

Ensuite, les comparants ont requis le notaire instrumentaire d'acter qu'ils souscrivent les 5 (cinq) parts comme suit:

- Monsieur Lubomir MALY: 1 (une) part
- Madame Danielle DICKES: 4 (quatre) parts

Total: 5 (cinq) parts

Toutes les parts sociales ainsi souscrites ont été libérées en numéraire de sorte que la somme de cent vingt-cinq mille euros (EUR 125.000,-) se trouve d'ores et déjà à la disposition de la société, ainsi qu'il a été prouvé au notaire instrumentant.

Frais

Le coût des frais, dépenses, charges et rémunérations sous quelques forme que ce soit, qui sont mis à charge de la société en raison de sa constitution s'élèvent approximativement à la somme de mille quatre cents euros (EUR 1.400,-).

Assemblée générale extraordinaire

Les prédits associés représentant l'intégralité du capital se réunissant en assemblée générale, décident à l'unanimité ce qui suit:

- de nommer comme Monsieur Lubomir MALY, précité, gérant unique à durée illimitée.

La société est valablement engagée par la signature individuelle du gérant unique.

- de fixer le siège de la société à L-2221, Luxembourg, 139, rue de Neudorf.

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

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

Signé: Lubomir Maly, Paul Bettingen.

Enregistré à Luxembourg, A.C.1, le 19 juin 2015. 1LAC / 2015 / 19390. Reçu 75.-€.

Le Receveur (signé): Paul Molling.

- Pour copie conforme - délivrée à la société aux fins de publication au Mémorial, Recueil des Sociétés et Associations.

Senningerberg, le 6 juillet 2015.

Référence de publication: 2015109548/115.

(150119178) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 juillet 2015.

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

Siège social: L-8832 Rombach, 14, route de Bigonville.

R.C.S. Luxembourg B 156.678.

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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.

Signature.

Référence de publication: 2015101858/10.

(150112148) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

Zefiros S.A., Société Anonyme.

Siège social: L-5401 Ahn, 7, route du Vin.

R.C.S. Luxembourg B 149.358.

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Der Jahresabschluss zum 31. Dezember 2014 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Unterschrift.

Référence de publication: 2015101866/10.

(150111273) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

Adria Luxco S.à r.l., Société à responsabilité limitée.

Siège social: L-2440 Luxembourg, 61, rue de Rollingergrund.

R.C.S. Luxembourg B 180.743.

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

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

Luxembourg.

Référence de publication: 2015101882/10.

(150111805) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

CEPF II BSM S.à.r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 193.252.

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Extrait des résolutions prises par l'associé unique de la Société en date du 3 juillet 2015:

- M. Onno Bouwmeister, employée privé, avec adresse professionnelle au 40, avenue Monterey, L-2163 Luxembourg, a démissionné de ses fonctions de gérante de classe A de la société avec effet au 3 juillet 2015.

- M. Gilles Jacquet, employée privé, avec adresse professionnelle au 40, avenue Monterey, L-2163 Luxembourg, a démissionné de ses fonctions de gérante de classe A de la société avec effet au 3 juillet 2015.

- Nomination de M. Sean Murray, résidant professionnellement au 40, avenue Monterey, L-2163 Luxembourg, né le 21 décembre 1976, Tipperary, Irlande en qualité de gérant de classe A avec effet au 3 juillet 2015 et pour une durée indéterminée.

- Nomination de Mme. Lucinda Clifton-Bryant, résidant professionnellement au 40, avenue Monterey, L-2163 Luxembourg, né le 18 octobre 1977, Aachen, Allemagne en qualité de gérant de classe A avec effet au 3 juillet 2015 et pour une durée indéterminée.

Le conseil de gérance se compose dorénavant comme suit:

- Mme. Lucinda Clifton-Bryant, gérant de classe A
- M. Sean Murray, gérant de classe A
- M. Petit Jonathan, gérant de classe B
- M. Fabrice de Clermont-Tonnerre, gérant de classe B

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

Référence de publication: 2015106564/24.

(150117213) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 juillet 2015.

Advent Regulus (Luxembourg) Holding S.à r.l., Société à responsabilité limitée.

Siège social: L-1222 Luxembourg, 2-4, rue Beck.

R.C.S. Luxembourg B 167.842.

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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.
Luxembourg, le 26 juin 2015.

Référence de publication: 2015101883/10.

(150111566) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

Advent Regulus (Luxembourg) S.à r.l., Société à responsabilité limitée.

Siège social: L-1222 Luxembourg, 2-4, rue Beck.

R.C.S. Luxembourg B 167.840.

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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.
Luxembourg, le 26 juin 2015.

Référence de publication: 2015101884/10.

(150111565) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

Advent Regulus & Cy S.C.A, Société en Commandite par Actions.

Siège social: L-1222 Luxembourg, 2-4, rue Beck.

R.C.S. Luxembourg B 167.882.

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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.
Luxembourg, le 26 juin 2015.

Référence de publication: 2015101885/10.

(150111567) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

GDL Asset Management S.à r.l., Société à responsabilité limitée.

Siège social: L-9391 Reisdorf, 2A, rue de la Forêt.

R.C.S. Luxembourg B 142.446.

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EXTRAIT

Gemäss aussergewöhnlicher Gesellschafterversammlung der Gesellschaft mit beschränkter Haftung «GDL Asset Management S.à r.l.», mit Sitz in L-9391 Reisdorf, 2A, rue de la Forêt,

eingetragen im Handels-und Gesellschaftsregister Luxemburg Sektion B unter Nummer 142.446,

welche stattfand am 15. Juni 2015, gemäss Urkunde aufgenommen durch Notar Pierre PROBST, mit Amtssitz in Ettelbrück, einregistriert in Diekirch am 17. Juni 2015, unter der Referenz DAC/2015/10110,

wurde folgender Beschluss gefasst:

Abberufung der Geschäftsführerin Frau Zuzanna POLGÁRIOVÁ, geboren am 14. Juni 1983 in Rimavská Sobota (Slowakei), wohnhaft in Cukrovarská 1604/26, 979 01 Rimavská Sobota (Slowakei), mit sofortiger Wirkung,

Ernennung mit sofortiger Wirkung von Herrn Jiri KUBICEK, Geschäftsmann, geboren am 22. Oktober 1976 in Nitra (Slowakei), wohnhaft in Nitra, Hviezdna 1404/2 PSC: 94901 Slovakei, als alleiniger Geschäftsführer, und dies auf unbestimmte Zeit.

Herr Jiri KUBICEK hat die Befugnis die Gesellschaft mit seiner alleinigen Unterschrift zu verpflichten.

Ettelbruck, den 2. Juli 2015.
FÜR GLEICHLAUTENDEN AUSZUG
Pierre PROBST
Der Notar

Référence de publication: 2015106690/24.

(150117438) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 juillet 2015.

Altius Real Assets Management S.à r.l, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 179.562.

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

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 26 juin 2015.

Référence de publication: 2015101892/10.

(150111532) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

Alva & Partners S.A., Société Anonyme.

Siège social: L-1855 Luxembourg, 35A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 148.199.

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

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 26 juin 2015.

Référence de publication: 2015101896/10.

(150111564) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

Amura Funds SICAV, Société d'Investissement à Capital Variable,
(anc. Mora Funds SICAV).

Siège social: L-1637 Luxembourg, 5, rue Goethe.

R.C.S. Luxembourg B 157.613.

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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.
Belvaux, le 29 juin 2015.

Référence de publication: 2015101902/10.

(150112082) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

Aston S.A., Société Anonyme.

Siège social: L-1118 Luxembourg, 23, rue Aldringen.

R.C.S. Luxembourg B 51.114.

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EXTRAIT

Il résulte du procès-verbal de l'assemblée générale ordinaire des actionnaires de la société tenue en date du 08 juin 2015 que:

- Ont été réélus aux fonctions d'administrateurs:

* Madame Marie-Laure AFLALO, administrateur de sociétés, née à Fès (Maroc) le 22/10/1966, demeurant professionnellement au 23, rue Aldringen - L-1118 Luxembourg.

* Monsieur Patrick AFLALO, administrateur de sociétés, né à Fès (Maroc) le 09/10/1959, demeurant professionnellement au 23, rue Aldringen - L-1118 Luxembourg.

* Monsieur Jacky FLESCHEN, administrateur de sociétés, né à Chambéry (France) le 08/06/1950, demeurant au 42 Boulevard Napoléon, L-2210 Luxembourg.

Le mandat d'administrateur-délégué de Monsieur Jacky FLESCHEN a été confirmé pour une durée indéterminée.

- A été réélue au poste de Commissaire:

* Gestal Sàrl, immatriculée au RCS de Luxembourg sous le numéro B 184722 avec siège social au 23, rue Aldringen - L-1118 Luxembourg.

- Les mandats des Administrateurs et du Commissaire prendront fin à l'issue de l'Assemblée générale annuelle de 2021.

Luxembourg.

Pour extrait sincère et conforme

Référence de publication: 2015108444/24.

(150118970) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 juillet 2015.

Bluestar Silicones International S.à r.l., Société à responsabilité limitée.

Capital social: EUR 3.500.000,00.

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

R.C.S. Luxembourg B 124.291.

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

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

Luxembourg, le 29 juin 2015.

Référence de publication: 2015102010/11.

(150112646) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

BRE/Management 3 S.A., Société Anonyme.

Siège social: L-2163 Luxembourg, 35, avenue Monterey.

R.C.S. Luxembourg B 151.598.

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Les comptes 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 BRE/Management 3 S.A.

Référence de publication: 2015102036/10.

(150112088) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

BRE/Management 4 S.A., Société Anonyme.

Siège social: L-2163 Luxembourg, 35, avenue Monterey.

R.C.S. Luxembourg B 151.599.

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Les comptes 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 BRE/Management 4 S.A.

Référence de publication: 2015102037/10.

(150112086) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

BRE/Management 5 S.A., Société Anonyme.

Siège social: L-2163 Luxembourg, 35, avenue Monterey.

R.C.S. Luxembourg B 151.600.

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Les comptes 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 BRE/Management 5 S.A.

Référence de publication: 2015102038/10.

(150112085) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 juin 2015.

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