

MEMORIAL

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Luxembourg



MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 2567

22 septembre 2015

SOMMAIRE

Access Ventures	123174	Bayshore (Luxembourg) S.à r.l.	123177
Accinauto	123171	BDO Advisory	123174
Actelion Finance SCA	123175	Beatport S. à r. l.	123174
AEIF LH Sub 01 S.à r.l.	123172	Belma S.à r.l.	123173
AEIF LH Sub 02 S.à r.l.	123170	Benodec	123174
AEIF LH Sub 03 S.à r.l.	123171	Bonvent S.A.	123174
AEIF LH Sub 04 S.à r.l.	123171	Brown Brothers Harriman (Luxembourg) S.C.A.	123175
AEIF LH Sub 05 S.à r.l.	123171	Califorion S.à r.l.	123177
AEIF LH Sub 06 S.à r.l.	123172	Caulfield	123176
AEIF (Willow) 02 S.à r.l.	123175	Caves Félix Wolter S.à r.l.	123176
AEIF (Willow) 03 S.à r.l.	123177	Dose S.A.	123216
AI Eskimo (Luxembourg) Holding S.à r.l.	123173	Espace Strassen S.A.	123216
Aiggre Dutch Holdings S.à r.l.	123173	Mew S.à r.l.	123207
Allée Scheffer S.A.	123172	MKC Alpha S.à r.l.	123216
Alma Shop S.A.	123175	Molson Coors European Finance Company	123215
AMO Holding 11 S.A.	123170	Molson Coors Lux 1	123215
AMO Holding 17 S.à r.l.	123170	Monetize Angels Services Pay III, S.e.n.c.	123212
AMO Holding 18 S.à r.l.	123170	Monetize Angels Services Pay II, S.e.n.c.,	123211
AMO Holding 8 S.A.	123173	Monetize Angels Services Pay I, S.e.n.c.	123209
Artisia S.A.	123216	Monetize Angels Services Pay IV, S.e.n.c.	123214
ATML Finauxa S.A.	123177	MS Consulting S.à r.l.	123204
Auberge Kohnenhof s.à r.l.	123172	SANAD Fund for MSME	123178
Autopolis Scancar SA	123173	Wara Investments S.à r.l.	123202
Avalon Immobilière S.A.	123176		
AZ FUND Management S.A.	123176		
Barwa Luxembourg S.à r.l.	123176		

AMO Holding 11 S.A., Société Anonyme.

Siège social: L-1160 Luxembourg, 24-26, boulevard d'Avranches.

R.C.S. Luxembourg B 135.572.

L'Assemblée générale du 30 juin 2015 a pris acte de la démission du commissaire Marie-Claude Proulx. L'Assemblée a décidé de nommer Mme Ghislaine Nijhuis, avec adresse professionnelle au 24-26 boulevard d'Avranches, L-1160 Luxembourg, en tant que nouveau commissaire pour un terme de six (6) ans. Son mandat viendra à expiration à l'Assemblée générale annuelle à tenir en l'an 2021 approuvant les comptes annuels 2020.

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

Luxembourg, le 3 août 2015.

Référence de publication: 2015132627/13.

(150143903) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AMO Holding 17 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 200.000.000,00.

Siège social: L-1160 Luxembourg, 24-26, boulevard d'Avranches.

R.C.S. Luxembourg B 135.801.

L'Assemblée générale du 30 juin 2015 a pris acte de la démission du commissaire Marie-Claude Proulx. L'Assemblée a décidé de nommer Mme Ghislaine Nijhuis, avec adresse professionnelle au 24-26 boulevard d'Avranches, L-1160 Luxembourg, en tant que nouveau commissaire pour un terme de six (6) ans. Son mandat viendra à expiration à l'Assemblée générale annuelle à tenir en l'an 2021 approuvant les comptes annuels 2020.

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

Luxembourg, le 3 août 2015.

Référence de publication: 2015132629/14.

(150143948) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AMO Holding 18 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 200.000.000,00.

Siège social: L-1160 Luxembourg, 24-26, boulevard d'Avranches.

R.C.S. Luxembourg B 135.828.

L'Assemblée générale du 30 juin 2015 a pris acte de la démission du commissaire Marie-Claude Proulx. L'Assemblée a décidé de nommer Mme Ghislaine Nijhuis, avec adresse professionnelle au 24-26 boulevard d'Avranches, L-1160 Luxembourg, en tant que nouveau commissaire pour un terme de six (6) ans. Son mandat viendra à expiration à l'Assemblée générale annuelle à tenir en l'an 2021 approuvant les comptes annuels 2020.

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

Luxembourg, le 3 août 2015.

Référence de publication: 2015132630/14.

(150144005) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AEIF LH Sub 02 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 15.500,00.

Siège social: L-1855 Luxembourg, 37A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 132.299.

En date du 31 juillet 2015, le siège social de la société sera transféré au 37a, Avenue J.F. Kennedy, L-1855 Luxembourg.

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

Luxembourg, le 24 juillet 2015.

Pour la société

Un mandataire

Référence de publication: 2015132601/13.

(150143727) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AEIF LH Sub 03 S.à r.l., Société à responsabilité limitée.**Capital social: EUR 13.000,00.**

Siège social: L-1855 Luxembourg, 37A, avenue J.F. Kennedy.
R.C.S. Luxembourg B 132.778.

En date du 31 juillet 2015, le siège social de la société sera transféré au 37a, Avenue J.F. Kennedy, L-1855 Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 24 juillet 2015.

Pour la société

Un mandataire

Référence de publication: 2015132602/13.

(150143726) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AEIF LH Sub 04 S.à r.l., Société à responsabilité limitée.**Capital social: EUR 15.000,00.**

Siège social: L-1855 Luxembourg, 37A, avenue J.F. Kennedy.
R.C.S. Luxembourg B 135.799.

En date du 31 juillet 2015, le siège social de la société sera transféré au 37a, Avenue J.F. Kennedy, L-1855 Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 24 juillet 2015.

Pour la société

Un mandataire

Référence de publication: 2015132603/13.

(150143725) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AEIF LH Sub 05 S.à r.l., Société à responsabilité limitée.**Capital social: EUR 16.000,00.**

Siège social: L-1855 Luxembourg, 37A, avenue J.F. Kennedy.
R.C.S. Luxembourg B 135.798.

En date du 31 juillet 2015, le siège social de la société sera transféré au 37a, Avenue J.F. Kennedy, L-1855 Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 24 juillet 2015.

Pour la société

Un mandataire

Référence de publication: 2015132604/13.

(150143724) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Accinauto, Société Anonyme.

Siège social: L-2557 Luxembourg, 5, rue Robert Stümper.
R.C.S. Luxembourg B 4.230.

Extrait des résolutions prises par l'associé unique en date du 30 juin 2015 à Luxembourg

L'Associé unique a pris la résolution suivante:

1. L'Associé unique décide de remplacer le commissaire aux comptes, la société H.R.T. Révision S.A., ayant son siège social à Rue du Kiem, 163, à L-8030 Strassen, et inscrite au Registre de Commerce et des Sociétés sous le numéro B51.238 par la société THE CLOVER SA, ayant son siège social à Rue d'Arlon, 6 à L-8399 WINDHOF et inscrite au Registre de Commerce et des Sociétés sous le numéro B149.293.

Son mandat expirera à l'issue de l'Assemblée Générale tenue en l'année 2021.

Pour extrait conforme

Référence de publication: 2015132591/15.

(150143576) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AEIF LH Sub 01 S.à r.l., Société à responsabilité limitée.**Capital social: EUR 15.500,00.**

Siège social: L-1855 Luxembourg, 37A, avenue J.F. Kennedy.
R.C.S. Luxembourg B 129.918.

En date du 31 juillet 2015, le siège social de la société sera transféré au 37a, Avenue J.F. Kennedy, L-1855 Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 24 juillet 2015.

Pour la société

Un mandataire

Référence de publication: 2015132600/13.

(150143728) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AEIF LH Sub 06 S.à r.l., Société à responsabilité limitée.**Capital social: EUR 16.500,00.**

Siège social: L-1855 Luxembourg, 37A, avenue J.F. Kennedy.
R.C.S. Luxembourg B 138.373.

En date du 31 juillet 2015, le siège social de la société sera transféré au 37a, Avenue J.F. Kennedy, L-1855 Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 24 juillet 2015.

Pour la société

Un mandataire

Référence de publication: 2015132605/13.

(150143723) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Allée Scheffer S.A., Société Anonyme.

Siège social: L-2146 Luxembourg, 63-65, rue de Merl.
R.C.S. Luxembourg B 61.482.

Extrait des résolutions prises lors de l'Assemblée Générale annuelle tenue en date du 24 juillet 2015

Les mandats des Administrateurs, à savoir Marc GIORGETTI né le 19/08/1961 à Luxembourg, demeurant au 2B, Route de Luxembourg à L-7423 Dondelange, Martine LAMESCH né le 14/09/1967 à Clervaux, demeurant au 2B, Route de Luxembourg à L-7423 Dondelange, Paul GIORGETTI né le 30/08/1958 à Luxembourg, demeurant au 102, Kohlenberg à L-1870 Luxembourg, ainsi que celui du Commissaire aux comptes, Accountis S.à.r.l, ayant son siège au 63-65, rue de Merl à L-2146 Luxembourg, anciennement Fiduciaire Jean-Marc Faber & Cie S.à.r.l., immatriculé au registre du commerce et des sociétés sous le numéro B60219, sont reconduits jusqu'à l'Assemblée Générale annuelle de 2021.

Suite au changement de nom du Commissaire aux comptes, il y aura lieu de modifier la dénomination auprès du registre du commerce et des sociétés.

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

Pour extrait sincère et conforme

Référence de publication: 2015132614/18.

(150143776) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Auberge Kohnehof s.à.r.l., Société à responsabilité limitée.

Siège social: L-9838 Obereisenbach, 3, Kounenhaff.
R.C.S. Luxembourg B 96.165.

Der Jahresabschluss zum 31.12.2014 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.
Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Unterschrift.

Référence de publication: 2015132645/10.

(150143806) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AI Eskimo (Luxembourg) Holding S.à r.l., Société à responsabilité limitée.

Siège social: L-1222 Luxembourg, 2-4, rue Beck.
R.C.S. Luxembourg B 172.631.

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Rectificatif L-150111394

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 31 juillet 2015.

Référence de publication: 2015132607/11.

(150143661) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Aiggre Dutch Holdings S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2134 Luxembourg, 50, rue Charles Martel.
R.C.S. Luxembourg B 123.656.

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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.

Extrait sincère et conforme

AIGGRE DUTCH HOLDING S.à r.l.

Référence de publication: 2015132610/11.

(150143770) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AMO Holding 8 S.A., Société Anonyme.

Siège social: L-1160 Luxembourg, 24-26, boulevard d'Avranches.
R.C.S. Luxembourg B 135.576.

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L'Assemblée générale du 30 juin 2015 a pris acte de la démission du commissaire Laurent Schumacher. L'Assemblée a décidé de nommer Mme Ghislaine Nijhuis, avec adresse professionnelle au 24-26 boulevard d'Avranches, L-1160 Luxembourg, en tant que nouveau commissaire pour un terme de six (6) ans. Son mandat viendra à expiration à l'Assemblée générale annuelle à tenir en l'an 2021 approuvant les comptes annuels 2020.

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

Luxembourg, le 3 août 2015.

Référence de publication: 2015132632/13.

(150143703) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Autopolis Scancar SA, Société Anonyme.

Siège social: L-8070 Bertrange, Zone d'Activité Bourmicht.
R.C.S. Luxembourg B 181.812.

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Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

MAZARS FAS

Référence de publication: 2015132646/10.

(150144052) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

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

Siège social: L-8399 Windhof, 11, rue de l'Industrie.
R.C.S. Luxembourg B 12.274.

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Les statuts coordonnés suivant l'acte n° 964 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: 2015132678/9.

(150144490) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

BDO Advisory, Société Anonyme.

Siège social: L-1653 Luxembourg, 2, avenue Charles de Gaulle.
R.C.S. Luxembourg B 196.593.

Les statuts coordonnés au 23/07/2015 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 03/08/2015.
Me Cosita Delvaux
Notaire

Référence de publication: 2015132673/12.

(150144306) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

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

Siège social: L-3236 Bettembourg, 20, rue de la Gare.
R.C.S. Luxembourg B 142.671.

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: 2015132674/9.

(150143803) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Benodec, Société Anonyme Soparfi.

Siège social: L-1653 Luxembourg, 2, avenue Charles de Gaulle.
R.C.S. Luxembourg B 21.979.

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: 2015132679/9.

(150143560) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Bonvent S.A., Société Anonyme.

Siège social: L-1471 Luxembourg, 412F, route d'Esch.
R.C.S. Luxembourg B 58.930.

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.

BONVENT S.A.

Signatures

Administrateur / Administrateur

Référence de publication: 2015132682/12.

(150143447) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Access Ventures, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2449 Luxembourg, 25c, boulevard Royal.
R.C.S. Luxembourg B 188.088.

Je soussigné, Franz Duclos, ayant mon adresse professionnelle au 25c boulevard Royal, L-2449 Luxembourg, déclare par la présente que je démissionne de mon poste de gérant de catégorie B d'Access Ventures S.à r.l.

Cette démission prend effet au 1^{er} août 2015.

Fait à Luxembourg, le 29 juillet 2015.

Référence de publication: 2015132590/12.

(150144068) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Actelion Finance SCA, Société en Commandite par Actions.

Siège social: L-1445 Strassen, 3, rue Thomas Edison.

R.C.S. Luxembourg B 96.016.

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: 2015132592/9.

(150143317) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AEIF (Willow) 02 S.à r.l., Société à responsabilité limitée.**Capital social: EUR 15.000,00.**

Siège social: L-1855 Luxembourg, 37A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 138.408.

En date du 31 juillet 2015, le siège social de la société sera transféré au 37a, Avenue J.F. Kennedy, L-1855 Luxembourg.

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

Luxembourg, le 24 juillet 2015.

Pour la société

Un mandataire

Référence de publication: 2015132596/13.

(150143720) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Alma Shop S.A., Société Anonyme.

Siège social: L-1867 Howald, 6, rue Ferdinand Kuhn.

R.C.S. Luxembourg B 162.020.

EXTRAIT

Il résulte du procès-verbal de l'assemblée générale ordinaire des actionnaires de la société Alma Shop S.A. en date du 17 juin 2015 que:

- L'assemblée décide de révoquer Madame FRANCO Catherine de sa fonction en tant qu'administrateur avec effet immédiat.

- L'assemblée décide de nommer Madame CHAMBEYRON Fabienne, née le 2 juillet 1956 à Montbrison en France et demeurant au 16, rue de la Carraire F-13770 Venelles en tant qu'administrateur jusqu'à l'assemblée générale qui se tiendra en 2017.

Luxembourg, le 17 juin 2015.

Pour extrait conforme

Pour mandat

Référence de publication: 2015132617/18.

(150143183) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Brown Brothers Harriman (Luxembourg) S.C.A., Société en Commandite par Actions.

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

R.C.S. Luxembourg B 29.923.

Monsieur Michael McCONNELL a démissionné de son poste de membre du conseil de surveillance de la société en commandite par actions 'Brown Brothers Harriman (Luxembourg) S.C.A.' avec effet au 8 juillet 2015.

Avec effet au 13 juillet 2015. Il est remplacé en tant que membre du conseil de surveillance par Monsieur Thomas Eric BERK, né le 14 août 1963 à Abington, Pennsylvania, aux Etats-Unis d'Amérique, avec adresse professionnelle situé à 50 Post Office Square, MA 02110, Boston, Etats-Unis d'Amérique.

Luxembourg, le 27 juillet 2015.

Brown Brothers Harriman (Luxembourg) S.C.A.

Référence de publication: 2015132685/14.

(150143161) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Avalon Immobilière S.A., Société Anonyme.

Siège social: L-2146 Luxembourg, 63-65, rue de Merl.
R.C.S. Luxembourg B 82.946.

Extrait des résolutions prises lors de l'Assemblée Générale annuelle tenue en date du 30 juillet 2015

Le Commissaire aux comptes, Fiduciaire Jean-Marc Faber & Cie S.à.r.l., immatriculé au registre du commerce et des sociétés sous le numéro B60219 ayant changé de dénomination pour devenir Accountis S.à.r.l, il y a lieu de modifier la dénomination auprès du registre du commerce et des sociétés.

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

Pour extrait sincère et conforme

Référence de publication: 2015132648/13.

(150143775) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AZ FUND Management S.A., Société Anonyme.

Siège social: L-2163 Luxembourg, 35, avenue Monterey.
R.C.S. Luxembourg B 73.617.

Il résulte d'une décision en date du 18 juin 2015 que le conseil d'administration de la Société a décidé de co-opter Monsieur Saverio PAPAGNO né le 10 août 1979 à Maglie en Italie, avec adresse professionnelle au 35 Avenue Monterey L-2163 Luxembourg au poste d'administrateur avec effet au 18 juin 2015 jusqu'à la prochaine assemblée générale qui se tiendra en 2016.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 3 août 2015.

Référence de publication: 2015132650/13.

(150144017) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

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

Siège social: L-3372 Leudelange, 15, rue Léon Laval.
R.C.S. Luxembourg B 121.160.

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.

Signature.

Référence de publication: 2015132655/10.

(150143702) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Caulfield, Société Anonyme.

Siège social: L-2420 Luxembourg, 15, avenue Emile Reuter.
R.C.S. Luxembourg B 192.699.

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: 2015132721/9.

(150143923) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Caves Félix Wolter S.à.r.l., Société à responsabilité limitée.

Siège social: L-9573 Wiltz, 38B, rue Michel Thilges.
R.C.S. Luxembourg B 100.399.

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.

Référence de publication: 2015132723/9.

(150143419) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Bayshore (Luxembourg) S.à r.l., Société à responsabilité limitée.**Capital social: CAD 27.000,00.**

Siège social: L-1611 Luxembourg, 61, avenue de la Gare.

R.C.S. Luxembourg B 197.931.

EXTRAIT

Il résulte de l'acte de cession en date du 22 juin 2015 que:

- L'associé Multiple Enterprises Association International S.A., société de droit luxembourgeois, ayant son siège social au 20, avenue Marie-Thérèse, L-2132, Luxembourg, immatriculée au Registre de Commerce Luxembourg sous le numéro B 37095,

a cédé la totalité de ses parts sociales, soit 27.000 parts sociales, à

- Bayshore Ventures JV Ltd., société de droit des Iles Vierges Britanniques, ayant son siège social à, Offshore Incorporations Centre, Road Town, Tortola, Iles Vierges Britanniques, immatriculée au Registre de Commerce des Iles Vierges Britanniques sous le numéro 1878940.

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

Pour Bayshore (Luxembourg) Sàrl

Référence de publication: 2015132656/19.

(150143959) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

ATML Finaux S.A., Société Anonyme.

Siège social: L-4959 Bascharage, 24, Zone Op Zaemer.

R.C.S. Luxembourg B 75.970.

Les comptes annuels au 30 JUIN 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.

FIDUCIAIRE CONTINENTALE S.A.

Référence de publication: 2015132643/10.

(150143392) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

AEIF (Willow) 03 S.à r.l., Société à responsabilité limitée.**Capital social: EUR 15.000,00.**

Siège social: L-1855 Luxembourg, 37A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 137.880.

En date du 31 juillet 2015, le siège social de la société sera transféré au 37a, Avenue J.F. Kennedy, L-1855 Luxembourg.

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

Luxembourg, le 24 juillet 2015.

*Pour la société**Un mandataire*

Référence de publication: 2015132597/13.

(150143719) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

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

Siège social: L-8399 Windhof, 11, rue des Trois Cantons.

R.C.S. Luxembourg B 108.877.

*Rectifiant le bilan au 31 décembre 2011 enregistré et déposé à Luxembourg le 5 Septembre 2013 sous la référence:
L130152998*

Les comptes annuels rectifiés 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.

Un mandataire

Référence de publication: 2015132715/12.

(150143502) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

SANAD Fund for MSME, Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 162.794.

In the year two thousand and fifteen, on the seventh of September.

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

Was held

an extraordinary general meeting of shareholders (the «Meeting») of SANAD Fund for MSME (the "Fund"), a société anonyme qualifying as a Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé, having its registered office at 31, Z.A. Bourmicht, L-8070 Bertrange, Grand Duchy of Luxembourg, registered with the Trade and Companies' Register in Luxembourg under section B number 162.794.

The Fund has been incorporated on August 5th, 2011 for an unlimited duration pursuant to a deed of Maître Martine Schaeffer, notary residing in Luxembourg, published in the Mémorial C, Recueil des Sociétés et Associations, on August 16th, 2011, number 1868. The articles of incorporation of the Fund were last amended by deed of Maître Martine Schaeffer, notary residing in Luxembourg, on June 20th, 2014, published in the Mémorial C, Recueil des Sociétés et Associations number 1806 of July 11th, 2014.

The Meeting was opened with Laurence Kreicher, with professional address in Bertrange, in the chair, who appointed as secretary Annick Braquet, with professional address in Luxembourg.

The Meeting elected as scrutineer with Laurence Kreicher, with professional address in Bertrange.

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

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

Agenda

Amendment of the Articles of Incorporation of the Fund as detailed below:

1. To amend the section Preliminary Titles - Definitions in order to:

- Amend the definition of "Commitment Agreement",
- Delete the definition "Initiator Material Investment Restrictions",
- Insert the definition of "Investment Management Agreement",
- Amend the definition of "Investor",
- Amend the definition of "Liquid Assets",
- Insert the definition of "Mature Class of Shares",
- Amend the definition of "Note(s)",
- Delete the definition "Noteholder(s)",
- Amend the definition of "Prohibited Person(s)",
- Correct the title of the definition "Public Institution",
- Amend the definition of "Subscription Form",
- Amend the definition of "Subscription Request",
- Insert the definition of "Target Group",
- Amend the definition of "Tranche".

2. To amend article 5 "Mission Statement" to replace the term "MSME" by "the Target Group".

3. To amend article 6.4 "Notes" to read as follows:

"The Fund may issue Notes in successive tranches, with different duration and different terms and conditions as more fully described in the Issue Document.

The board of directors may create additional classes of Notes."

4. To amend article 7 to:

- delete any reference to Notes, Tranches of Notes, Noteholders, register of Notes or register of Noteholders, issue or transfer of Notes and related wordings, in the title and in the wording of this article, and
- harmonise the terminology of article 7 in order to maintain exclusively the provisions relating to Shares.

5. To amend article 8 to:

- delete any reference to "Notes" in the title,
- remove article 8.2 "Issue of Notes", and
- remove the title of article 8.3 and therefore renumbering of the subsequent subarticles accordingly.

6. To amend article 9 to:

- delete any reference to Notes, Tranches of Notes, Noteholders, register of Noteholders, redemption of Notes and related wordings, in the title and in the wording of such article,

- remove the last paragraph of article 9.2,

- remove the title of article 9.5 “Common provisions for early/compulsory redemption of Shares and Notes” and therefore renumbering of the subsequent subarticles accordingly,

- remove the second last paragraph of current article 9.5, and

- harmonise the terminology of article 9 in order to maintain exclusively the provisions relating to Shares.

7. To amend article 11 to:

- delete any reference to Notes, Noteholders, register of Notes or register of Noteholders, Transfer of Notes and related wordings, in the title and in the wording of this article, and

- harmonise the terminology of article 11 in order to maintain exclusively the provisions relating to Shares.

8. To amend article 12.1 b) “Cash Waterfall”, first paragraph to replace “Noteholders” by “noteholders, as the case may be”.

9. To amend article 12.2 b) (a) “Preferred Rate” to add after the references to “Senior Shareholders” and to “Junior Shareholders” the wording “(as this term is defined in the Issue Document)”.

10. To amend article 12.2 b) (d) “Catch-up Return” to add after the reference to “Senior Shares” the wording “(as this term is defined in the Issue Document)”.

11. To amend article 13, III (b) “Equity Sub-Fund” to add after the reference to “Junior Shares” the wording “(as this term is defined in the Issue Document)”.

12. To amend article 22, fifth paragraph, to delete the reference to the Investment Guidelines in relation to the delegation by the board and the Investment Committee to give instructions to the Investment Manager(s) with respect to the investment of Liquid Assets.

13. To amend article 26 to remove the last paragraph of such article.

14. To delete article 28 “General Meetings of Noteholders” and therefore renumbering of the subsequent articles.

15. To amend article 30 to remove in the first paragraph the reference “and Notes”.

16. To amend article 32, to:

- remove any reference to Noteholders, and

- harmonise the terminology of article 32 in order to maintain exclusively the provisions relating to Shares.

17. To amend the second paragraph in article 35 to allow the shareholders to approve any amendments to the articles upon an amendment of the issue document, if required, without the obligation to convene such general meeting of shareholders only upon approval of the changes to the issue document.

18. To decide miscellaneous amendments to articles 12, 13, 21, 23, 24, 30 and 33 to clarify and harmonise the terminology used throughout the Articles and to delete/update any outdated or redundant information.

II. That the shareholders present or represented, the proxyholders of the represented shareholders and the number of their shares are shown on an attendance list; this attendance list, signed by the shareholders, the proxyholders of the represented shareholders and by the board of the meeting, will remain annexed to the present deed to be filed at the same time with the registration authorities. The proxies of the represented shareholders, signed «ne varietur» by the appearing parties will also remain annexed to the present deed.

III. That all the shares being registered shares, the shareholders of the Fund have been convened pursuant to a convening notice dated August 19th, 2015 sent by registered mail to the shareholders and that it appears from the attendance list, that out of 2,879.92 shares in circulation, 2,673.42 shares are present or represented at the present Meeting.

IV. As a result of the foregoing, the present Meeting is regularly constituted and may validly deliberate on all the items of the agenda.

Then the Meeting, after deliberation, unanimously adopted the following resolutions:

First resolution

The Meeting approves the amendment to the Articles of Incorporation of the Fund as detailed below:

1. To amend the section Preliminary Titles - Definitions in order to:

- Amend the definition of “Commitment Agreement”,

- Delete the definition “Initiator Material Investment Restrictions”,

- Insert the definition of “Investment Management Agreement”,

- Amend the definition of “Investor”,

- Amend the definition of “Liquid Assets”,

- Insert the definition of “Mature Class of Shares”,

- Amend the definition of “Note(s)”,

- Delete the definition “Noteholder(s)”,

- Amend the definition of “Prohibited Person(s)”,
 - Correct the title of the definition “Public Institution”,
 - Amend the definition of “Subscription Form”,
 - Amend the definition of “Subscription Request”,
 - Insert the definition of “Target Group”,
 - Amend the definition of “Tranche”.
2. To amend article 5 “Mission Statement” to replace the term “MSME” by “the Target Group”.
 3. To amend article 6.4 “Notes” to read as follows:
 “The Fund may issue Notes in successive tranches, with different duration and different terms and conditions as more fully described in the Issue Document.
 The board of directors may create additional classes of Notes.”.
 4. To amend article 7 to:
 - delete any reference to Notes, Tranches of Notes, Noteholders, register of Notes or register of Noteholders, issue or transfer of Notes and related wordings, in the title and in the wording of this article, and
 - harmonise the terminology of article 7 in order to maintain exclusively the provisions relating to Shares.
 5. To amend article 8 to:
 - delete any reference to “Notes” in the title,
 - remove article 8.2 “Issue of Notes”, and
 - remove the title of article 8.3 and therefore renumbering of the subsequent subarticles accordingly.
 6. To amend article 9 to:
 - delete any reference to Notes, Tranches of Notes, Noteholders, register of Noteholders, redemption of Notes and related wordings, in the title and in the wording of such article,
 - remove the last paragraph of article 9.2,
 - remove the title of article 9.5 “Common provisions for early/compulsory redemption of Shares and Notes” and therefore renumbering of the subsequent subarticles accordingly,
 - remove the second last paragraph of current article 9.5, and
 - harmonise the terminology of article 9 in order to maintain exclusively the provisions relating to Shares.
 7. To amend article 11 to:
 - delete any reference to Notes, Noteholders, register of Notes or register of Noteholders, Transfer of Notes and related wordings, in the title and in the wording of this article, and
 - harmonise the terminology of article 11 in order to maintain exclusively the provisions relating to Shares.
 8. To amend article 12.1 b) “Cash Waterfall”, first paragraph to replace “Noteholders” by “noteholders, as the case may be”.
 9. To amend article 12.2 b) (a) “Preferred Rate” to add after the references to “Senior Shareholders” and to “Junior Shareholders” the wording “(as this term is defined in the Issue Document)”.
 10. To amend article 12.2 b) (d) “Catch-up Return” to add after the reference to “Senior Shares” the wording “(as this term is defined in the Issue Document)”.
 11. To amend article 13, III (b) “Equity Sub-Fund” to add after the reference to “Junior Shares” the wording “(as this term is defined in the Issue Document)”.
 12. To amend article 22, fifth paragraph, to delete the reference to the Investment Guidelines in relation to the delegation by the board and the Investment Committee to give instructions to the Investment Manager(s) with respect to the investment of Liquid Assets.
 13. To amend article 26 to remove the last paragraph of such article.
 14. To delete article 28 “General Meetings of Noteholders” and therefore renumbering of the subsequent articles.
 15. To amend article 30 to remove in the first paragraph the reference “and Notes”.
 16. To amend article 32, to:
 - remove any reference to Noteholders, and
 - harmonise the terminology of article 32 in order to maintain exclusively the provisions relating to Shares.
 17. To amend the second paragraph in article 35 to allow the shareholders to approve any amendments to the articles upon an amendment of the issue document, if required, without the obligation to convene such general meeting of shareholders only upon approval of the changes to the issue document.
 18. To decide miscellaneous amendments to articles 12, 13, 21, 23, 24, 30 and 33 to clarify and harmonise the terminology used throughout the Articles and to delete/update any outdated or redundant information.

Second resolution

As a consequence of the foregoing resolution, the general meeting decides to restate the Articles of Incorporation of the Company so that they shall henceforth read as follows:

Preliminary title - Definitions

In these articles of incorporation, the following shall have the respective meaning set out below:

"Accounting Currency"	The currency of consolidation of the Fund, i.e. the USD
"Administrative Agent"	The administrative agent of the Fund acting in its capacity as administrative agent, domiciliary and corporate agent and registrar agent of the Fund in Luxembourg
"AIFM Law"	Luxembourg law of 12 July 2013 on Alternative Investment Fund Managers, as may be amended from time to time
"Articles"	The articles of incorporation of the Fund, as the same may be amended from time to time
"Board"	The board of Directors of the Fund
"Business Day"	A day on which banks are generally open for business in Grand Duchy of Luxembourg for the full day
"Class(es)"	All or any of the class(es) of Shares within a given Sub-Fund
"Closing" or "Closing Date"	Any date on which a Commitment Agreement and/or Subscription Form in respect of a Sub-Fund, duly executed by an Investor, may be accepted and countersigned by the Fund
"Commitment(s)"	The maximum amount contributed or agreed to be contributed by any Investor pursuant to such Investor's Commitment Agreement
"Commitment Agreement"	In respect of any Investor, an agreement signed by such Investor on or before a Closing and accepted by the Fund on a Closing, by which such Investor commits to subscribe for a certain amount of Shares of a specific Class and Tranche of a Sub-Fund
"Commitment Price"	Has the meaning ascribed in Article 8 of these Articles
"Custodian"	Such bank or other credit institution within the meaning of Luxembourg law dated 5 April 1993 relating to the financial sector, as amended, that may be appointed as custodian of the Fund
"Debt Sub-Fund"	The Sub-Fund providing debt, mezzanine or guarantee financing to PIs as further described in the Issue Document
"Defaulting Investor"	An Investor declared as such by the Fund in accordance with Article 8.4 of these Articles
"Direct Operating Expenses" or "DOEs"	Has the meaning ascribed thereto in Section "Direct Operating Expenses ("DOEs")" of the Issue Document
"Director"	As at any date, any director of the Fund as at that date
"Eligible Investor"	Institutional Investor, Professional Investor and/or Well-Informed Investor within the meaning of Article 2 of the Law of 13 February 2007 and that is not otherwise a Prohibited Person
"Equity Sub-Fund"	The Sub-Fund providing equity and quasi-equity financing to PIs as further described in the Issue Document
"Fund"	SANAD Fund for MSME, a société anonyme, qualifying as a société d'investissement à capital variable - fonds d'investissement spécialisé (SICAV-SIF) under the Law of 13 February 2007; for the purpose of these Articles, the "Fund" shall also mean, where applicable, the Board acting on behalf of the Fund
"FX Committee"	The foreign exchange committee, if applicable, of a specific Sub-Fund, designated by the Board, as further detailed in Section "The FX Committee" of the Issue Document and in Article 22 hereof
"General Section"	The general section of the Issue Document as applicable to all Sub-Funds
"IFRS"	International Financial Reporting Standards
"Initiator"	KfW
"Institutional Investors"	Investors who qualify as institutional investors according to Luxembourg laws and regulations
"Interest Rate Differential"	The difference in interest rates between a reference rate in USD and the equivalent rate in a Local Currency or any other currency as further detailed in the Issue Document
"Interest Rate Differential Amount"	The amount resulting from applying the Interest Rate Differential to a particular local currency loan, such amount meant to compensate the bearer of the currency risk as further detailed in the relevant Special Section of a Sub-Fund, if applicable

"Investment Committee"	The investment committee of a specific Sub-Fund, designated by the Board, as further detailed in Section "The Investment Committee" of the Issue Document and in Article 22 hereof
"Investment Guidelines"	With respect to each Sub-Fund, a specific guidance document on the investment principles of such Sub-Fund, including, but not limited to, integrity check, investment requirements, investment restrictions, and exposure limits and based on the Investment Policy of each Sub-Fund, as described in "Investment Policy" of the General Section of the Issue Document and in the relevant Special Section of the Issue Document of each Sub-Fund
"Investment Management Agreement"	The investment management agreement to be entered into between the Fund and the relevant Investment Manager
"Investment Manager(s)"	The entity(ies) appointed by the Board to act as investment manager(s) of the Fund
"Investment Objective"	The investment objective of each Sub-Fund as determined by the Board and set out in the relevant Special Section of the Issue Document
"Investment Policy of the Fund"	The investment policy of the Fund as further described in Section "Investment Policy" of the General Section
"Investment Policy of the Sub-Fund"	Criteria with which the investments of a Sub-Fund must comply in order to be approved by the Board, as further described in Section "Investment Policy" of the General Section and in the relevant Special Section of the Issue Document
"Investor"	Each Eligible Investor who has signed a Commitment Agreement and/or a Subscription Form or who has acquired any Shares from another Investor through the formal transfer process described in the Issue Document
"Investor Protection Levels"	Levels of protection for each Class of Shares as defined in Section "Investor Protection Levels" of the relevant Special Section of the Issue Document related to each Sub-Fund, if applicable
"Issue Document"	The issue document of the Fund, as the same may be amended from time to time
"KfW"	An institution under public law (Anstalt des öffentlichen Rechts) duly established and validly existing under the laws of the Federal Republic of Germany, having its principal place of business at Palmengartenstraße 5-9, 60325 Frankfurt am Main, Federal Republic of Germany
"Law of 10 August 1915"	The Luxembourg law dated 10 August 1915 on commercial companies, as amended
"Law of 13 February 2007"	The Luxembourg law dated 13 February 2007 on specialised investment funds, as amended
"Liquid Assets"	Portion of the investments of the relevant Sub-Fund which are, on an ancillary basis, temporarily placed or deposited in accordance with the provision of the Issue Document
"Mature Class of Shares"	Has the meaning set out in Article 9.3 of these Articles
"Local Currency"	Any other currency than EUR or USD
"MSME"	Micro, small and medium-sized enterprises
"Net Asset Value" or "NAV"	The net asset value of the Fund, each Sub-Fund, each Class of Shares and Tranche of each Class within a Sub-Fund, as determined pursuant to Article 13 of these Articles
"Net Asset Value per Share" or "NAV per Share"	The net asset value of a Share within a specific Tranche and/or Class within a Sub-Fund, as determined pursuant to Article 13 of these Articles
"NAV Deficiency Amount"	The positive difference between the issue price of each Tranche of Class A Shares and Class B Shares and the NAV of such Tranche from time to time
"Note(s)"	All or any of the Note(s) of any Tranche issued in respect of a Sub-Fund and subscribed by any noteholder
"Open Payment"	Has the meaning set out in Article 12 of these Articles
"Partner Institution" or "PI"	An institution, entity or a company which each Sub-Fund is directly or indirectly financing, as further described in the Issue Document
"PI Investments"	In respect of a Sub-Fund, Investment(s) in Partner Institutions that comply with the Investment Policy of the Sub-Fund and its Investment Guidelines
"Professional Investors"	Investors who qualify as professional investors under Annex II of Directive 2004/39/EC on markets in financial instruments as amended
"Prohibited Person(s)"	Any person, firm, partnership or corporate body, (a) if, in the sole opinion of the Board, the holding of Shares and/or Notes, by such person, firm, partnership or corporate body, may be detrimental to the interests of the existing Shareholders of a Sub-Fund, (b) if it may result in a breach of any law or regulation, whether Luxembourg or

otherwise, (c) if, as a result thereof, the Fund or any of its Sub-Funds may become exposed to tax disadvantages, fines or penalties that it would not have otherwise incurred, (d) if it does not meet the definition of Eligible Investors, or (e) any other category of Investors as determined by the Board and described in the Issue Document and the Articles. In particular, Prohibited Persons also include any of the persons or entities (i) named on lists promulgated by the United Nations Security Council or its committees pursuant to resolutions issued under Chapter VII of the United Nations Charter, and/or (ii) named on the World Bank Listing of Ineligible Firms (see www.worldbank.org/debarr)

«Public Institutions»	(a) supranational institutions, such as the European Central Bank, the European Investment Bank, the European Investment Fund, the European Financial Stability Facility S.A., the European Stability Mechanism, the European Development Finance Institutions and bilateral development banks, the World Bank, the International Monetary Fund, and other supranational institutions and similar international organisations; (b) the Luxembourg Central Bank and other national central banks; (c) national, regional and local governments and bodies or other organizations or institutions which manage funds supporting social security and pension systems.
"Regulated Market"	A market which is regulated, operates regularly and is recognised and open to the public, and which fulfils each of the following criteria: (i) it has liquidity; multilateral order matching (general matching of bid and ask prices in order to establish a single price) and transparency (the circulation of complete information in order to give clients the possibility of tracking trades, thereby ensuring that their orders are executed on current conditions); (ii) the securities are traded at certain fixed frequencies, (iii) it is recognised by a state or by a public authority which has been delegated by that state or by another entity which is recognised by that state or by that public authority such as a professional association, and (iv) the securities traded on it are accessible to the public
"Shareholder(s)"	All or any of the holders of one or more Shares of any Class and any Tranches of any of the Sub-Funds
"Share(s)"	Any Share(s) in any of the Sub-Funds from any Class and any Tranche subscribed by any Investor
"Share Capital"	The share capital of the Fund
"Special Sections"	The special sections of the Issue Document, each a Special Section, detailing the different Sub-Funds
"SPVs"	Any local or foreign corporation or partnership or other entity (including for the avoidance of doubt any company or entity in which the Fund has a one hundred percent (100%) ownership interest or, where applicable law or regulations do not permit the Fund to hold such one hundred percent (100%) interest, the highest participation permitted under such applicable law or regulations), which meets the following conditions: (a) it does not have any activity other than the holding of investments which qualify under the Investment Objective and Investment Policy of the Fund; and (b) to the extent required under applicable accounting rules and regulations, such special purpose vehicle is consolidated in the annual accounts of the Fund
"Sub-Fund"	Any sub-fund of the Fund
"Subscription Form"	If applicable in respect of a Sub-Fund, and in respect of any Investor, a form signed by an Investor on or before a Closing and accepted by the Fund on a Closing in respect of the direct subscription for Shares of a specific Class and Tranche of such Sub-Fund as further detailed in the Issue Document
"Subscription Request"	In respect of a Sub-Fund, a notice whereby the Board informs each Shareholder having signed a Commitment Agreement of a drawdown and requests the relevant Shareholder to pay to the relevant Sub-Fund all or part of the remaining balance of their Commitments under the relevant Commitment Agreement, such notice to be received no later than fifteen (15) Business Days prior to the relevant subscription and payment of Shares
"Target Dividend(s)"	The target dividend(s) which certain Sub-Funds aim to pay to certain Classes or Tranches of Shares, as set forth in the relevant Commitment Agreement(s) and/or in the relevant Subscription Form(s) and as further detailed in the relevant Special Section, as the case may be

"Target Dividend Deficiency Amount"	The sum of all the Target Dividends, which have not been paid to the respective Tranches of Class A Shares and Class B Shares, due to insufficient income of each respective Sub-Fund in previous years
"Target Group"	Entities and person the Fund, through any of its Sub-Funds, intends to finance via Partners Institutions notably MSMEs with limited access to financial institutions
"Technical Assistance Facility"	The facility established in parallel with the Fund to provide technical assistance, primarily to assist Partner Institutions in their development and their growth as further described in Section "The Technical Assistance Facility" of the General Section of the Issue Document
"Tranche"	A tranche or sub-class in which each Class of Shares of a Sub-Fund may be subdivided as further detailed in the Issue Document
"Valuation Date"	Each date as of which the Net Asset Value is calculated, as defined in Article 14 of these Articles
"Weight Factor"	Has the meaning ascribed to it in Article 12.2
"Well-Informed Investors"	Investors: who confirm in writing that they adhere to the status of well-informed investor, and invest a minimum of EUR 125,000 in the Fund, or who confirm in writing that they adhere to the status of well-informed investor, and are the subject of 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 2001/107/EC certifying their expertise, their experience, and their knowledge in adequately appraising an investment in the Fund

Title I. Name - Registered Office - Duration - Purpose - Mission Statement

Art. 1. Name. There is hereby established among the subscribers and all those who may become owners of Share(s) hereafter issued, a public limited liability company ("société anonyme") qualifying as an investment company with variable share capital - specialised investment fund ("société d'investissement à capital variable - fonds d'investissement spécialisé") under the name of "SANAD Fund for MSME" (hereinafter the "Fund").

Art. 2. Registered Office. The registered office of the Fund is established in Bertrange, Grand Duchy of Luxembourg. The Board is authorised to transfer the registered office of the Fund within the municipality of Bertrange. The registered office may be transferred to any other municipality in the Grand Duchy of Luxembourg by means of a resolution of the general meeting of the Shareholders deliberating in the manner provided for an amendment to the Articles.

Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a decision of the Board.

In the event that the Board determines that extraordinary political or military events have occurred or are imminent which would interfere with the normal activities of the Fund at its registered office or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such provisional measures shall have no effect on the nationality of the Fund which, notwithstanding such temporary transfer, shall remain a Luxembourg corporation.

Art. 3. Duration. The Fund is established for an unlimited period of time. The Fund may be dissolved at any time by a resolution of the general meeting of Shareholders adopted in the manner described in Article 32 hereof.

Art. 4. Purpose. The exclusive purpose of the Fund is to invest the funds available to it, in securities and other assets permitted by law, with the purpose of spreading investment risks and affording its Investors the results of the management of its assets.

The Fund may enter into any and all contracts and agreements for carrying out the purpose of the Fund and for administration and operation of the Fund, and pay any expenses connected therewith.

The Fund may acquire interests and create SPVs by means of equity or debt or by combination of both.

Furthermore, the Fund may take any measures and carry out any transaction which it may deem useful for the fulfilment and development of its purpose to the fullest extent permitted under the Law of 13 February 2007.

Art. 5. Mission Statement. As further detailed in the Issue Document, the Fund aims to foster employment creation, especially among youth, and economic development in the Middle East and North Africa region through the sustainable provision of finance to Target Group via qualified and eligible Partner Institutions.

Title II. Share Capital - Sub-Funds - Shares - Net Asset Value - Notes

Art. 6. Share Capital - Sub-Funds - Shares - Notes.

Art. 6.1. General. The Share Capital shall be represented by fully paid up Shares with no nominal value and shall at any time be equal to the total net assets of the Fund pursuant to Article 13 hereof. The minimum Share Capital of the Fund is

EUR 1,250,000.- (one million two hundred and fifty thousand Euro) and must be paid up within twelve (12) months after the date on which the Fund has been authorised as a société d'investissement à capital variable (SICAV) - fonds d'investissement spécialisé (SIF) under Luxembourg law.

The Share Capital of the Fund may be increased or decreased as a result of the issue by the Fund of new fully paid-up Shares or the repurchase by the Fund of existing Shares from its Shareholders.

The Board may, at any time, establish several pools of assets, each constituting a Sub-Fund (compartment) within the meaning of article 71 of the Law of 13 February 2007.

The Board shall attribute a specific investment objective and policy, specific investment restrictions and a specific denomination to each Sub-Fund.

The right of Shareholders and creditors relating to a particular Sub-Fund or raised by the incorporation, the operation or the liquidation of a Sub-Fund are limited to the assets of such Sub-Fund. The assets of a Sub-Fund will be answerable exclusively for the rights of the Shareholders relating to this Sub-Fund and for those of the creditors whose claim arose in relation to the incorporation, the operation or the liquidation of this Sub-Fund. In the relation between Shareholders, each Sub-Fund will be deemed to be a separate entity.

Art. 6.2. Shares. The Fund may offer different Classes of Shares in each Sub-Fund, which may carry different rights and obligations, inter alia, with regard to their distribution policy, their allocation of losses, their fee structure, their minimum initial subscription and holding amounts or their target investors.

Each Class of Shares may be sub-divided into one or several successive Tranche(s) with different terms and conditions, inter alia, as more fully described in the Special Sections of the Issue Document.

Art. 6.3. Allocation of Capital Gains and Write Backs. Any write backs of provisions on unrealised investments and any realised or unrealised capital gains (including foreign exchange gains) relating to a specific Sub-Fund shall be allocated in accordance with the order, priority and limits set out in Articles 12 and 13 of these Articles.

Art. 6.4. Notes. The Fund may issue Notes in successive tranches, with different duration and different terms and conditions as more fully described in the Issue Document.

The board of directors may create additional classes of Notes.

Art. 6.5. Common provisions for Shares and Notes. The proceeds of the issue of each Class of Shares and/or Tranche of Shares or Notes in a given Sub-Fund shall be invested, in accordance with Article 4 of these Articles, in securities of any kind and other assets permitted by the Law of 13 February 2007, pursuant to the investment objective and policy determined by the Board for the Sub-Fund, and subject to the investment restrictions provided by law or determined by the Board.

Art. 6.6. Contributions in-kind. The Fund may agree to issue Shares as consideration for a contribution in-kind of securities or other assets, provided that such securities or other assets comply with the Investment Objective, Investment Policy and Investment Guidelines of the relevant Sub-Fund and are in compliance with the conditions set forth by Luxembourg law. In particular, any such contribution in kind will be valued in a report established by an auditor qualifying as a "réviseur d'entreprises agréé" to the extent required by Luxembourg laws and regulations. Any costs incurred in connection with a contribution-in-kind shall be borne by the relevant incoming Shareholders.

Art. 7. Form of Shares.

(1) Shares shall only be issued in registered form and are exclusively restricted to Eligible Investors. The Fund will not issue, or give effect to any transfer of Shares to any Investor who does not comply with this provision.

All issued registered Shares of the Fund shall be registered in the register of Shareholders, as the case may be, which shall be kept by the Fund or by one person designated thereto by the Fund, and such register shall contain the name of the registered owner of Shares, his nationality, residence or elected domicile as indicated to the Fund, the number of registered Shares held by the registered owner.

The inscription of the Shareholder's name in the register of Shares evidences the Shareholder's right of ownership on such registered Shares. The Fund shall not issue certificates for such inscription, but each Shareholder shall receive a written confirmation of his shareholding.

(2) Subject to Article 11 hereof, transfer of registered Shares shall be effected by a written declaration of transfer to be inscribed in the register of Shareholders dated and signed by the transferor and transferee, or by persons holding suitable powers of attorney to act therefore. The Fund may also accept and enter in the register of Shareholders a transfer on the basis of correspondence or other documents recording the agreement of the transferor and transferee as evidence of transfer other instruments of transfer satisfactory to the Fund. Any transfer of registered Shares shall be entered into the register of Shareholders; such inscription shall be signed by one or more Directors or officers of the Fund or by one or more other persons duly authorised thereto by the Board.

(3) Shareholders entitled to receive registered Shares shall provide the Fund with an address to which all notices and announcements may be sent. Such address will also be entered into the register of Shareholders.

In the event that a Shareholder does not provide an address, the Fund may permit a notice to this effect to be entered into the register of Shareholders and the Shareholder's address will be deemed to be at the registered office of the Fund, or

at such other address as may be so entered into by the Fund from time to time, until another address shall be provided to the Fund by such Shareholder. A Shareholder may, at any time, change the address as entered into the register of Shareholders by means of a written notification to the Fund at its registered office, or at such other address as may be set by the Fund from time to time.

(4) The Fund recognises only one single owner per Share. If one or more Shares are jointly owned or if the ownership of Shares is disputed, all persons claiming a right to such Share(s) have to appoint one single attorney to represent such Share(s) towards the Fund.

The failure to appoint such attorney implies a suspension of the exercise of all rights attached to such Share(s). Moreover, in the case of joint Shareholders, the Fund reserves the right to pay any redemption proceeds, distributions or other payments to the first registered holder only, whom the Fund may consider to be the representative of all joint holders, or to all joint Shareholders together, at its absolute discretion.

(5) The Fund may decide to issue fractional Shares up to one ten-thousandths (1/10,000) of a Share. Such fractional Shares shall not be entitled to vote, except to the extent their number is so that they represent a whole Share, but shall be entitled to participate in the net assets attributable to the relevant Class or Tranche of Shares on a pro rata basis.

Art. 8. Issue of Shares.

Art. 8.1. Issue of Shares. The Board is authorised without limitation to issue in any Class(es) and/or Tranche(s) in any Sub-Fund, an unlimited number of fully paid up Shares at any time without reserving to the existing Shareholders a preferential right to subscribe for the Shares to be issued.

The Board may impose restrictions on the frequency at which Shares shall be issued in any Class(es) and/or Tranche(s) in any Sub-Fund; the Board may, in particular, decide that Shares of any Class(es) and/or Tranche(s) in any Sub-Fund shall only be issued during one or more closings or offering periods or at such other periodicity as provided for in the Issue Document of the Fund.

The Board may in its absolute discretion without liability reject any subscription in whole or in part, and may, at any time and from time to time and in its absolute discretion without liability and without notice, discontinue the issue and sale of Shares of any Class(es) and/or Tranche(s) in any Sub-Fund. Furthermore, the Board may impose conditions on the issue of Shares in any Class(es) and/or Tranche(s) in any Sub-Fund (including without limitation the execution of such Subscription Forms and/or Commitment Agreements containing, inter alia, a commitment and application to subscribe for Shares and the provision of such information as the Board may determine to be appropriate) and may fix a minimum subscription amount and minimum amount of any additional investments, as well as a minimum holding amount which any Shareholder is required to comply with.

The Board may fix an initial subscription date or initial subscription period during which the Shares of any Class(es) and/or Tranche(s) in any Sub-Fund will be issued at a fixed price (i.e. the initial offering price), plus any applicable fees, commissions and costs, as determined by the Board and provided for in the Issue Document of the Fund.

Whenever the Fund offers Shares of any Class(es) and/or Tranche(s) in any Sub-Fund after the initial subscription date or initial subscription period for such Class(es) and/or Tranche(s), the price per Share at which such Shares are offered shall be either (i) the Net Asset Value per Share of the relevant Class(es) and/or Tranche(s) of the relevant Sub-Fund as determined in compliance with Article 13 hereof as of such Valuation Date (as defined in Article 14 hereof) or (ii) a fixed price, being the applicable initial offering price increased with an actualisation interest (the "Commitment Price"), as further set out in the relevant Special Section. On an exceptional basis and in order to ensure a fair treatment of all existing and new Investors, the Board may decide to charge new Investors a premium or grant them a discount, as the case may be, to the Commitment Price in order to reflect a significant change in the estimated market valuation of the existing PI Investments. Regardless of whether Shares are issued at the Net Asset Value per Share or at the Commitment Price, such price may be increased by a percentage estimate of costs and expenses to be incurred by the Fund when investing the proceeds of the issue and by applicable sales commissions, structuring fees or placement fee or other commissions, as approved from time to time by the Board and set forth in the Issue Document. For the avoidance of doubt, in case Shares are to be issued at the Net Asset Value per Share, no such Shares will be issued during any period when the calculation of the Net Asset Value per Share in the relevant Class(es) and/or Tranche(s) in any Sub-Fund is suspended pursuant to the provisions of Article 14 hereof.

The issue price so determined (be it the initial offering price, the Net Asset Value or the Commitment Price) shall be payable under the conditions and within a period as determined from time to time by the Board and disclosed in the Issue Document of the Fund or in the relevant Subscription Form or Commitment Agreement entered into by the Shareholders. The Board may delegate to any Director, manager, officer or other duly authorised agent the power to accept subscriptions, to receive payment of the price of the new Shares to be issued and to deliver them.

Shares shall be allotted only upon acceptance of the subscription and payment of the issue price.

Applications for subscription of Shares received by the Fund or by its duly appointed agents before the applicable subscription deadline as determined by the Board shall be settled under the conditions and within the time limits as determined by the Board.

As further detailed in the Issue Document, the Board will have full discretion when accepting Subscription Forms for new Shares or Notes for a specific Sub-Fund and when issuing Subscription Requests to Investors having entered into a

Commitment Agreement. The Board may, inter alia, issue Subscription Requests without taking into consideration the date of execution of the relevant Commitment Agreement. When accepting Subscription Forms and/or issuing Subscription Requests, the Board shall, besides - where applicable - the Investor Protection Levels determined in the Issue Document and the termination dates as set forth in the Commitment Agreements, take into account the Fund's overall financing structure, and its profitability, taking into consideration, as the case may be, inter alia the applicable interest, Target Dividend, target return and maturity of the Shares or Notes issued and to be issued. In addition, the Board will take into account situations where an Investor may be excused under its Commitment Agreement from making all or a portion of a payment following a Subscription Request in order to avoid a situation prohibited for example by the relevant Investor's articles of incorporation or by the applicable laws and regulations of the Investor's home country and/or any other terms and conditions provided for in the relevant Commitment Agreement/Subscription Form.

Art. 8.2. Defaulting Investors. If an Investor fails to make its full payment for Shares or Notes of a relevant Class or Tranche in a specific Sub-Fund following a Subscription Request pursuant to a Commitment Agreement or following payment in relation to a Subscription Form duly accepted by the Board and the Administrative Agent, the Board is, to the extent applicable, empowered to declare such Investor as Defaulting Investor with the following consequences:

- (1) set-off against sums otherwise payable to the Defaulting Investor the amounts owned by the Defaulting Investor and such Defaulting Investor shall have no right to receive payments; and
- (2) claim interest on the unpaid amount at the rate of twelve percent (12%) per annum; until the relevant subscription price has been fully paid.

In addition, if an Investor fails to make its full payment for Shares or Notes following a Subscription Form or a Subscription Request pursuant to a Commitment Agreement, the Board may require that the Defaulting Investor:

- (1) continues to pay to the Fund interest on the amount outstanding at a rate of twelve percent (12%) per annum, from the date upon which such amount became due until the actual date of payment thereof (on the understanding that the Board may amend the obligation to pay interest in view of other measures taken by it); and
- (2) be liable for damages equal to fifteen per cent (15%) of his unpaid Commitment; and
- (3) indemnifies the Fund for any damages, fees and expenses, including, without limitation, attorney's fees or sales commissions, incurred as a result of the default.

Moreover, the Board may take any of the following actions:

- (1) reduce or terminate the Defaulting Investor's outstanding Commitment; and
- (2) redeem the Shares or Notes of the Defaulting Investor pursuant to the procedure set forth in Article 9; or
- (3) provide the other (non-defaulting) Investors with a right to purchase the Shares or Notes of the Defaulting Investor at a transfer price calculated in accordance with the Issue Document of the Fund.

The Board may decide on other solutions as far as legally allowed if it believes such solutions to be more adequate to the situation. The Board may, in its discretion but having regard to the interests of the other Investors, waive any of these remedies against a Defaulting Investor.

Art. 9. Redemption of Shares. Except as otherwise provided for a Sub-Fund, Class and/or Tranche of Shares in the relevant Special Section of the Issue Document, any Shareholder may request the redemption of all or part of his Shares by the Fund, under the following terms and procedures (as further detailed in the Issue Document and within the limits provided by law and these Articles):

Art. 9.1. Conditions for redemption of Shares. Redemption of any Tranche of Class of Shares shall be executed subject to the applicable Investor Protection Levels described in the relevant Special Section of the Issue Document at the earlier of:

- a) upon maturity of the relevant Tranche according to the terms set forth in the relevant Special Section of the Issue Document;
- b) upon liquidation of the Fund in accordance with Article 32 hereof and the "Payment Waterfall" of the relevant Special Section of the Issue Document;
- c) upon exercise of the early redemption right pursuant to the procedure set forth in Articles 9.3. and 9.5. hereof;
- d) upon compulsory redemption by the Board pursuant to the procedure set forth in Articles 9.4. and 9.5. hereof as regards: (i) Investors who are excluded from the acquisition or ownership of Shares in the Fund (such as a non-Eligible Investor or a "Prohibited Person"); (ii) Investors who have materially violated any provisions of the documents of the Fund or signed by the Fund binding upon it, including if the Investor ceases to be or is found not to be an Eligible Investor; (iii) Investors who are in default in respect of any payment obligation arising under the Fund's documents; and (iv) with respect to Shares held by an Investment Manager, in connection with the termination of the Investment Management Agreement. In addition, Shares may be redeemed compulsorily from an Investor in any other circumstances where such Investor's continued ownership would either be detrimental to the interests of the existing Shareholders or would result in the Fund and/or the respective Investor being in non-compliance with laws, regulations and investment guidelines applicable to it;
- e) in any other circumstances as defined in these Articles, the Commitment Agreement and/or in the relevant Subscription Form of such Tranche including, amongst other things, the right for an Investor to have its Class of Shares of such Tranche

redeemed in order to avoid a situation prohibited for example by the Investor's articles of incorporation or by the applicable laws and regulation of the Investor's home country and/or any other terms and conditions provided for in the relevant Commitment Agreement and/or in the relevant Subscription Form.

Art. 9.2. Ordinary redemption of Shares. Unless otherwise provided for in these Articles or the Issue Document, the redemption price per Share shall be the Net Asset Value per Share of the relevant Class and/or Tranche as of the redemption date specified by the Board, less such charges and commissions (if any) at the rate provided by the Issue Document for the Shares. The relevant redemption price may be rounded up or down to the nearest unit of the relevant currency as the Board shall determine.

The redemption price per Share shall be paid within a period as determined by the Board which shall not exceed thirty (30) Business Days from the date fixed for the redemption, provided that the transfer documents have been received by the Fund and subject to the provision of Article 14 hereof.

Payments for such redeemed Shares will be made either in the reference currency of the relevant Class and/or Tranche of Shares or in any freely convertible currency at the request of the Shareholders. In the latter case, any conversion costs will be borne by the relevant Shareholder.

Art. 9.3. Early redemption of Shares. In the circumstances where an ordinary redemption of any Tranche of Class of Shares upon maturity of such respective Tranche ("Mature Class of Shares") would result in a breach of the Investor Protection Levels as set forth in the Issue Document, the Fund shall offer all senior ranking Investors (as determined in the Issue Document) the option to redeem early ("Early Redemption Right") their Shares as follows:

a) The Early Redemption Right shall be offered to senior ranking Investors pro rata to the respective NAV of their Shares, as of the last NAV Valuation Date to the extent necessary to allow the Fund to comply with the Investor Protection Levels upon redemption of the Mature Class of Shares;

b) Investors may exercise their Early Redemption Rights by notifying the Fund in writing within a thirty (30) Business Days period upon having been informed in writing by the Fund about the Early Redemption Right;

c) Investors may exercise their Early Redemption Rights with respect to any or only some of the Shares to which it relates;

d) Upon expiration of the thirty (30) Business Days period mentioned in the preceding sub-section b), the Fund shall:

1. Redeem all Shares with respect to which the Early Redemption Right has been validly exercised; and

2. Redeem the Mature Class of Shares, irrespective of whether the Investor Protection Levels as set forth in the Issue Document would be complied with upon redemption of such Mature Class of Shares.

The repayment/redemption entitlements will be fulfilled as and when the Fund has sufficient available cash in the order and priority set forth in the Issue Document and the present Articles.

Art. 9.4. Compulsory redemption of Shares. In the cases of compulsory redemption of Shares as indicated in paragraph d of Article 9.1 hereof, the Board shall serve a notice (the "purchase notice") upon the Shareholder holding such Shares or appearing in the register of Shareholders as the owner of the Shares to be purchased, specifying the Shares to be purchased as aforesaid, the manner in which the purchase price will be calculated and the case being the name of the purchaser.

Any such notice may be served upon such Shareholder by posting the same in a prepaid registered envelope addressed to such Shareholder at his last address known to or appearing in the books of the Fund.

Immediately after the close of business on the date specified in the purchase notice, such Shareholder shall cease to be the owner of the Shares specified in such notice; his name shall be removed from the register of Shareholders in case of compulsory redemption by the Fund.

In case of early/compulsory redemption of Shares, the redemption price will be equal to the Net Asset Value of such Shares as of the redemption date plus any accrued and unpaid Target Dividends and complementary dividends. Payment of the redemption price will be made by the Fund or its agents not later than thirty (30) Business Days after the redemption date depending on the available cash in the Fund. If no cash is available within thirty (30) Business Days, such payment shall be made to such Shareholder when the Fund has sufficient cash available in the order and priority set forth in the Issue Document.

In the event that the Net Asset Value of any Class and/or Tranche calculated in accordance with Article 13 hereof as of the redemption date is equal or inferior to EUR 0.00, the Board will redeem the Shares of the relevant Class and/or Tranche held by such Shareholder for a global redemption price of one EUR (EUR 1.00). In the case of future recoveries of investments that were previously written down, the Shareholder shall have no claims to those recovered assets.

Payment for such Shares will be made in the relevant Reference Currency or in any freely convertible currency specified by the Shareholder. In the last case, any conversion cost shall be borne by the relevant Shareholder or Noteholder.

Art. 9.5. Redemption in kind. The Fund shall have the right, if the Board so determines, to satisfy payment of the redemption price to any Shareholder who agrees, in specie by allocating to the holder investments from the portfolio of the Fund equal in value (calculated in the manner described in Article 13) as of the redemption date, on which the redemption price is calculated, to the value of the Shares to be redeemed. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the other holders of Shares and

if required under the Law of 10 August 1915, the valuation used shall be confirmed by a special report of the auditor of the Fund. The costs of any such transfers shall be borne by the transferee.

All redeemed Shares shall be cancelled.

Art. 10. Conversion of Shares. Unless otherwise determined by the Board in the Issue Document for certain Class(es) and/or Tranche(s) of Shares in any Sub-Fund, Shareholders are not entitled to require the conversion of whole or part of their Shares of one Class and/or Tranche in any Sub-Fund into Shares of another Class and/or Tranche in the same or another Sub-Fund. The Fund may allow conversion of Shares into another Sub-Fund, Class or Tranche of Shares only subject to compliance with all relevant provisions of the Issue Document, including the Investor Protection Levels detailed in the relevant Special Section.

The price for the conversion of Shares from one Class and/or Tranche in any Sub-Fund into another Class and/or Tranche in the same or another Sub-Fund shall be computed by reference to the respective Net Asset Value of the two Classes and/or Tranches of Shares in the relevant Sub-Fund(s), calculated on the same Valuation Date increased by any conversion fees as detailed in the Issue Document.

The Shares which have been converted into Shares of another Class and/or Tranche in any Sub-Fund will be cancelled.

Art. 11. Restrictions on Ownership of Shares and Transfer of Shares.

Art. 11.1. Restriction on ownership of Shares. Shares are available only to Eligible Investors.

The Fund may restrict or prevent the ownership of Shares in the Fund by any Prohibited Person.

For such purposes the Fund may:

- a) decline to issue any Shares and decline to register any transfer of Shares, where it appears to it that such registry or transfer would or might result in legal or beneficial ownership of such Shares by a Prohibited Person; and
- b) at any time require any person whose name is entered in, or any person seeking to register the transfer of Shares on the register of Shareholders, to furnish it with any information, supported by affidavit, which it may consider necessary for the purpose of determining whether or not beneficial ownership of such Shareholder's Shares rests in a Prohibited Person, or whether such registry will result in beneficial ownership of such Shares by a Prohibited Person; and
- c) decline to accept the vote of any Prohibited Person at any meeting of Shareholders of the Fund; and
- d) where it appears to the Fund that any Prohibited Person either alone or in conjunction with any other person is a beneficial owner of Shares, direct such Shareholder to sell his Shares to Eligible Investors and to provide to the Fund evidence of the sale within thirty (30) days of the notice. The Fund may in any case compulsorily redeem or cause to be redeemed from any Prohibited Person all Shares held by such Shareholder in the manner described in the Issue Document.

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

Art. 11.2. Transfer of Shares. Shares may only be transferred upon delivery to the Fund or its Administrative Agent of a transfer form duly signed by the purchaser or transferee and the seller or transferor. In addition, a purchaser or assignee of Shares has to be an Eligible Investor and must be approved by the Board, the consent of which shall not be unreasonably withheld.

In principle, undrawn Commitments (if any) for Shares under a Commitment Agreement entered into by a Shareholder cannot be transferred unless approved by the Board.

Art. 12. Payment waterfall. Within the Fund, the allocation of income and profits between the various Classes and/or Tranches of Shares or Notes for each Sub-Fund, as well as the corresponding cash payments will be as follows:

Art. 12.1. For the SANAD Fund for MSME - Debt Sub-Fund.

a) Income Waterfall

For each Valuation Date, after deducting the Direct Operating Expenses, the investment management fees, the local currency management fees, the interest on the revolving credit facility and then the interest on the Notes and without taking into account the losses and/or the gains and/or the Interest Rate Differential Amount attributable to the Shares as described in the relevant Special Section of the Issue Document, the year-to-date net income of the Fund will be allocated in the following order of priority:

- 1) Allocation of the year-to-date Target Dividends to the Class A Shares, pro rata to the Target Dividends for each Tranche of Class A Shares;
- 2) Allocation of the Target Dividend Deficiency Amounts for all Tranches of Class A Shares, if any, pro rata to the Target Dividend Deficiency Amounts for the respective Tranches of Class A Shares;
- 3) Allocation to the Tranches of Class A Shares showing a NAV Deficiency Amount as of the relevant Net Asset Value calculation date of the amount to balance the NAV Deficiency Amounts of such Tranches, pro rata to the NAV Deficiency Amounts for the respective Tranches of Class A Shares. Any amounts so allocated are capitalised, thereby reducing the NAV Deficiency Amounts of such Class A Shares;

4) Allocation of the year-to-date Target Dividends to the Class B Shares, pro rata to the Target Dividends for each Tranche of Class B Shares;

5) Allocation of the Target Dividend Deficiency Amounts for all Tranches of Class B Shares, if any, pro rata to the Target Dividend Deficiency Amounts for the respective Tranches of Class B Shares;

6) Allocation to the Tranches of Class B Shares showing a NAV Deficiency Amount as of the relevant Net Asset Value calculation date of the amount to balance the NAV Deficiency Amounts of such Tranches, pro rata to the NAV Deficiency Amounts for the respective Tranches of Class B Shares. Any amounts so allocated are capitalised, thereby reducing the NAV Deficiency Amounts of such Class B Shares;

7) Starting in 2014, each year, an amount equalling up to one seventh (1/7) of the negative net income of the Debt Sub-Fund incurred in 2011, if any, will be allocated to Class C Shares that have suffered from such negative net income in 2011, until such Class C Shares are compensated for such negative net income incurred in 2011;

8) The performance fees of the Investment Managers subject to pre-defined parameters and with a maximum percentage of the investment management fees mentioned in the Investment Management Agreement;

9) Funding of the Technical Assistance Facility (subject to Board decision);

10) Complementary dividends, covering any remaining amount, for the Class A Shares, Class B Shares, Class L Shares and Class C Shares, pro rata to each respective Tranche issued multiplied by a weighting factor (Class A Shares factor = 2; Class B Shares factor = 3; Class L Shares factor = 4; Class C Shares factor = 5).

The losses and/or the gains attributable to the Shares as described under the relevant Special Section of the Issue Document are allocated after the above income waterfall.

Should it be envisioned that non-C Shareholders benefit from write-backs from previous discounts related to the valuation of an in-kind portfolio subscription, then the Articles and the Issue Document shall be revised, subject to Board and Shareholder approval, to structure an appropriate treatment thereof.

The net gains in case of unrealised/realised gains on foreign exchange operations or in case of a write back of provisions previously borne by specific Tranches of Shares are allocated to those Tranches of Shares, in addition to their dividends or capitalised returns calculated as per this section a) Income Waterfall of the present Article.

In case the year-to-date net income of the Debt Sub-Fund is negative, such negative income (thus after having allocated the Debt Sub-Fund's currency exchange losses to the extent possible to Class L Shares as further described in the relevant Special Section) will be allocated in the following order of priority:

1) Allocation of the negative income to the Class C Shares, pro rata to the Net Asset Value of each Tranche of Class C Shares up to the total Net Asset Value of the Class C Shares;

2) Allocation of the remaining negative income to the Class L Shares, pro rata to the Net Asset Value of each Tranche of Class L Shares up to the total Net Asset Value of the Class L Shares;

3) Allocation of the remaining negative income to the Class B Shares, pro rata to the Net Asset Value of each Tranche of Class B Shares up to the total Net Asset Value of the Class B Shares;

4) Allocation of the remaining negative income to the Class A Shares, pro rata to the Net Asset Value of each Tranche of Class A Shares up to the total Net Asset Value of the Class A Shares.

b) Cash Waterfall

For each Valuation Date, after paying the Direct Operating Expenses, the investment management fees, the local currency management fees, the amounts due (principal and interest) under the revolving credit facility if applicable, and then the interest on the Notes and the redemption amounts of the Notes, the available cash of the Fund will be paid in the following order of priority, to the extent of available cash and following any early/compulsory redemptions of the noteholders as the case may be and/or Shareholders:

1) Payment of annual Target Dividends for the Class A Shares as of 31 December of each calendar year;

2) Payment of the Target Dividend Deficiency Amounts for the Class A Shares allocated to such A Shares as of 31 December of each year;

3) Payment of redemption amounts for the Class A Shares, on a "first matured, first redeemed" basis and for redemption amounts maturing on the same date, pro rata to the redemption amounts;

4) Payment of annual Target Dividends for the Class B Shares as of 31 December of each calendar year;

5) Payment of the Target Dividend Deficiency Amounts for the Class B Shares allocated to such B Shares as of 31 December of each year;

6) Payment of redemption amounts for the Class B Shares, on a "first matured, first redeemed" basis and for redemption amounts maturing on the same date, pro rata to the redemption amounts;

7) Payment of the performance fee to the Investment Manager as of 31 December of each calendar year, if applicable, as per the income waterfall described in Section a) Income Waterfall of the present Article and subject to prior Board decision;

8) Funding of the Technical Assistance Facility, as per the income waterfall described in Section a) Income Waterfall of the present Article and subject to prior Board decision;

9) Payment of complementary dividends for Class A Shares and Class B Shares as of 31 December of each calendar year, as per the income waterfall described in Section a) Income Waterfall of the present Article and subject to Shareholder resolutions.

If payments under points 1 to 9 above are not met ("Open Payments") the Debt Sub-Fund shall add any such Open Payments to the respective points of the next period to which the cash waterfall described in this Article is applied.

The payment of the annual dividends as of 31 December of each calendar year is approved by the general meeting of Shareholders. Target Dividends will continue to accrue on matured Class A Shares and Class B Shares that have not been redeemed due to the lack of available cash.

c) Liquidation of the Debt Sub-Fund

Upon liquidation of the Debt Sub-Fund, the liquidation proceeds will be distributed in the following order of priority to the extent of available cash in the Fund:

1) Payment of all liabilities related to Direct Operating Expenses (including provisions for future expenses related to the liquidation of the Fund (if foreseeable) and/or Debt Sub-Fund), investment management fees, local currency management fees and amounts drawn under the revolving credit facility;

2) Payment of the interest due on the Notes, pro rata to the interest due on each Tranche of Notes;

3) Payment of the outstanding principal of the Notes, pro rata to the nominal value of each outstanding Note;

4) Payment of Target Dividends for the Class A Shares, pro rata to the Target Dividends for each Tranche of Class A Shares;

5) Payment of the Target Dividend Deficiency Amounts for the Class A Shares, pro rata to the Target Dividend Deficiency Amounts for the respective Tranches of Class A Shares;

6) Class A Shares at their respective Net Asset Value on dissolution (which will include the complementary dividend, if any);

7) Payment of Target Dividends for the Class B Shares, pro rata to the Target Dividends for each Tranche of Class B Shares;

8) Payment of the Target Dividend Deficiency Amounts for the Class B Shares, pro rata to the Target Dividend Deficiency Amounts for the respective Tranches of Class B Shares;

9) Class B Shares at their respective Net Asset Value on dissolution (which will include the complementary dividend, if any);

10) The performance fees of the Investment Managers subject to pre-defined parameters;

11) Class L Shares at their Net Asset Value on dissolution;

12) Class C Shares at their Net Asset Value on dissolution.

Art. 12.2. For the SANAD Fund for MSME - Equity Sub-Fund.

a) Income Waterfall

The net income of the Equity Sub-Fund will be allocated in accordance with Article 13, III of these Articles.

b) Cash Waterfall

Cash Waterfall Definitions

(a) Preferred Rate:

The preferred rate as described in the relevant Special Section of the Issue Document, on a compounded annual basis (this rate introduces a preferred return to Senior Shareholders (as this term is defined in the Issue Document) before any returns are paid to Junior Shareholders (as this term is defined in the Issue Document).

(b) Preferred Return:

The nominal return resulting from applying the Preferred Rate to the drawdown amount of Senior Shareholders from the date of each respective Subscription Request;

(c) Catch-Up Rate:

A rate equal to the Preferred Rate, resulting in a catch-up mechanism allowing Junior Shareholders to benefit up to the level of prior returns to Senior Shareholders once Senior Shareholders have achieved their Preferred Return;

(d) Catch-Up Return:

The nominal return resulting from applying the Catch-Up Rate to the subscription amount of Junior Shareholders from the date of being invested in PI Investments or expensed, but no later than the date of any Senior Shares (as this term is defined in the Issue Document) being subscribed;

(e) Interim Cap Rate:

15% on a compounded annual basis (the Interim Cap Rate introduces a cap on Junior and Senior Shareholders' return prior to reimbursing the Technical Assistance Facility);

(f) Interim Cap Return:

The nominal return resulting from applying the Interim Cap Rate to the subscription amount of Junior and Senior Shareholders from the date of each respective Subscription Request;

(g) Technical Assistance Facility Allocation:

Reimbursement of 50% of funds received by PIs of the Equity Sub-Fund from the Technical Assistance Facility to support these PI investments;

(h) Weight Factor:

2, which implies that, on a pro rata basis, for one (1) USD distributed to a Senior Share two (2) USD will be distributed to a Junior Share (this Weight Factor increases the return to Junior Shareholders compared to Senior Shareholders to compensate Junior Shareholders for their higher risk taking); and

(i) Carried Interest Rate:

20%, representing the share of the relevant Investment Manager(s) in the capital gains over and above drawn Commitments of the Equity Sub-Fund.

Cash Distribution Waterfall

Any realised proceeds (through sale of PI Investments, dividend payments or other) will be allocated within three months of the realisation subject to more than two-hundred and fifty-thousand (250,000) USD having been accumulated since the last distribution in the following order:

(a) To Senior Shareholders, on a pro rata basis, until the cumulative amount equals the aggregate drawn Commitments from Senior Shareholders;

(a) To Junior Shareholders, on a pro rata basis, until the cumulative amount equals the aggregate drawn Commitments from Junior Shareholders;

(b) To Senior Shareholders, on a pro rata basis, until the cumulative amount equals the Preferred Return for Senior Shareholders;

(c) To Junior Shareholders and the relevant Investment Manager(s) at a ratio that ensures Junior Shareholders reach their Catch-Up Return simultaneous to the relevant Investment Manager(s) reaching an amount equal to the Carried Interest Rate applied to all the Equity Sub-Fund's returns distributed under c) and d);

(d) 80% to all Junior and Senior Shareholders, at a ratio that ensures Junior and Senior Shareholders reach their respective Interim Cap Return simultaneously, and 20% (the Carried Interest Rate) to the relevant Investment Manager(s), until the cumulative amount to Junior and Senior Shareholders equals their Interim Cap Return;

(e) To the Technical Assistance Facility (or any other technical assistance facility selected by the Board) until the cumulative amount equals the Technical Assistance Facility Allocation;

(f) Any remaining proceeds will be shared 80% by Junior and Senior Shareholders pro-rata basis to their Commitments, subject to the Weight Factor, and 20% (the Carried Interest Rate) by the relevant Investment Manager(s).

Any distributions will be calculated on a cumulative basis in the order of priority described above.

Prior to the application of the above allocation mechanism, the Board will, upon a proposal by the relevant Investment Manager(s), set aside any necessary provisions for future Direct Operating Expenses and investment management fees (as included in the Equity Sub-Fund's business plan). At any subsequent allocation, the Board will review and adjust such provisions based on regular updates provided by the relevant Investment Manager(s).

c) Liquidation of the Equity Sub-Fund

Upon liquidation of the Equity Sub-Fund, the liquidation proceeds will be distributed in the order of priority set out in above sub-section "Cash Distribution Waterfall" of this Article.

Art. 13. Calculation of Net Asset Value per Share. The Net Asset Value per Share of each Class and each Tranche in any Sub-Fund shall be calculated at each Valuation Date but at least once a year by the Administrative Agent, under the responsibility of the Board, in the reference currency of the relevant Class and/or Tranche in any Sub-Fund, as set out in the Issue Document. The Accounting Currency of the Fund is USD. The Net Asset Value of the Fund is also expressed in USD.

The Net Asset Value shall be determined as of any Valuation Date (as defined in Article 14 hereof), by dividing the net assets of the Fund attributable to each Class and Tranche of Shares in any Sub-Fund, being the value of the portion of assets less the portion of liabilities attributable to such Class and Tranche of such Sub-Fund, on any such Valuation Date, by the number of Shares in the relevant Class and Tranche of such Sub-Fund then outstanding, in accordance with the valuation rules set forth below. The assets and liabilities of each Sub-Fund will be determined on the basis of the contributions to and withdrawals from each Sub-Fund as a result of (i) the issue and redemption of Shares; (ii) the allocation of assets, liabilities and income expenditure attributable to the Sub-Fund as a result of the operations carried out by the Sub-Fund, and (iii) the payment of any expenses or distributions to Shareholders.

The Net Asset Value per Share of any Class and Tranche in any Sub-Fund may be rounded up or down to the nearest unit of the relevant currency as the Board shall determine.

The accounts of the SPVs will be consolidated to the extent required under applicable accounting rules and regulations with the accounts of the Fund once a year and accordingly the underlying assets and liabilities will be valued in accordance with the valuation rules described below.

If since the time of determination of the Net Asset Value, circumstances have occurred which have a material impact on the value of the investments attributable to the relevant Class and/or Tranche of Shares of a Sub-Fund, the Fund may,

in order to safeguard the interests of the Shareholders and of the relevant Sub-Fund, cancel the first valuation and carry out a second valuation, in which case all relevant subscription and redemption requests will be dealt with on the basis of that second valuation.

The valuation of assets, liabilities, income and expenses attributed to the Fund will be established using valuation and accounting principles in accordance with IFRS, including the determination of any loss due to any deterioration in performance of credit quality or due to any defaults with respect to the investments.

The calculation of the Net Asset Value per Share in the different Classes and/or Tranches in each Sub-Fund shall be made in the following manner:

I. The assets of the Fund shall include

- (1) all cash on hand or on deposit, including any interest accrued thereon;
- (2) all bills and demand notes payable and accounts receivable (including proceeds of securities sold but not delivered);
- (3) all debt instruments (whether securitised or not), bonds, time notes, certificates of deposit, shares, stock, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the Fund (provided that the Fund may make adjustments in a manner not inconsistent with paragraph (a) below with regards to fluctuations in the market value of securities caused by trading ex-dividends, ex-rights, or by similar practices);
- (4) all stock dividends, cash dividends and cash distributions receivable by the Fund to the extent information thereon is reasonably available to the Fund;
- (5) all interest accrued on any interest-bearing assets owned by the Fund except to the extent that the same is included or reflected in the principal amount of such assets;
- (6) all other assets of any kind and nature, including derivative assets and expenses paid in advance.

The valuation of assets, liabilities, income and expenses attributed to the Fund and each Sub-Fund will be established using valuation and accounting principles in accordance with IFRS, including the determination of any loss due to any deterioration in credit quality or due to any defaults with respect to the investments as determined in a procedure set up by the Board.

The value of such assets shall be determined as follows:

(a) Debt instruments not listed or traded on any stock exchange or any other Regulated Market will be initially valued at fair value, which is, in principle, the transaction price to originate or acquire the asset, and subsequently the amortised cost less an impairment provision, if any, as the best estimate of fair value. This impairment provision is defined as the amount measured at the initial recognition of such impairment minus the principal repayments, plus or minus the cumulative amortisation using the "effective interest rate method" of any difference between that initial amount and the maturity amount, and minus any write down for any additional impairment. The Board will use its best endeavours to continually assess the method of calculating any impairment provision and recommend changes, where necessary, to ensure that such provision will be valued appropriately as determined in good faith by the Board.

(b) Private equity investments (such as ordinary or preference shares) will be valued based on the International Private Equity and Venture Capital Valuation Guideline 2012 edition, or any subsequent update of such guidelines, and is conducted with prudence and in good faith.

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

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

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

(f) The value of assets which are listed or traded on any stock exchange is based on the last available price on the stock exchange that is normally the principal market for such assets;

(g) The value of assets dealt in on any other Regulated Market is based on the last available price;

(h) All other securities and assets will be valued at fair market value as determined in good faith pursuant to procedures established by the Board;

(i) In the event that, for any assets, the price as determined pursuant to sub-paragraph (a), (b) or (g) is not representative of the fair market value of the relevant assets, the value of such assets will be based on the reasonably foreseeable sales price determined prudently and in good faith by the Board.

The value of all assets and liabilities not expressed in the reference currency of a Class or Tranche of Share in any Sub-Fund will be converted into the reference currency of such Class at last available rates as quoted by any major bank. If such quotations are not available, the rate of exchange will be determined in good faith by or under procedures established by the Board.

The Board, in its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset of the Fund.

II. The liabilities of the Fund shall include

- (1) all loans, securitised or not such as the Notes, bills and accounts payable;
- (2) all accrued interest on such loans of the Fund (including accrued fees for commitment for such loans);
- (3) all accrued or payable expenses (including but not limited to administrative expenses and Direct Operating Expenses, investment management fees, Technical Assistance Facility management fees, performance fees, structuring fees, custodian fees, and Administrative Agent's fees as well as reasonable disbursements incurred by the service providers);
- (4) all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid dividends declared by the Fund;
- (5) an appropriate provision for taxes based on capital and income to the Valuation Date as determined from time to time by the Fund, and other reserves (if any) authorised and approved by the Board, as well as such amount (if any) as the Board may consider to be an appropriate allowance in respect of any contingent liabilities of the Fund;
- (6) all other liabilities of the Fund of whatsoever kind and nature reflected in accordance with the Fund's accounting principles. In determining the amount of such liabilities the Board shall take into account all expenses payable by the Fund which shall comprise but not be limited to fees payable to its Investment Manager, fees and expenses payable to its auditor and accountants, Custodian and its correspondents, Administrative Agent and paying agent, any listing agent, domiciliary agent, any distributor(s) and permanent representatives in places of registration, as well as any other agent employed by the Fund, the remuneration of the Directors and officers of the Fund and their reasonable out-of-pocket expenses, insurance coverage, and reasonable travelling costs in connection with board meetings, fees and expenses for legal and auditing services, fees in relation to transactions of the Fund which have not been concluded, any fees and expenses involved in registering and maintaining the registration of the Fund with any governmental agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country, reporting and publishing expenses including the costs of preparing, printing, advertising and distributing issue documents, explanatory memoranda, periodical reports or registration statements, and the costs of any reports to Shareholders, all taxes, duties, governmental and similar charges, the costs for the publication of the issue, conversion, if any, and redemption prices and all other operating expenses, the costs for the publication of the issue and redemption prices, including the cost of buying and selling assets, interest, bank charges and brokerage, postage, telephone and telex. The Fund may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount payable for yearly or other periods.

III. Allocation of the Net Asset Value between Tranches and Classes of Shares

(a) Debt Sub-Fund

As further detailed in the Issue Document, the Net Asset Value for each Tranche of Class A Shares, Class B Shares, Class C Shares and Class L Shares of the Debt Sub-Fund shall be calculated using the following methodology:

1. Between Classes of Shares and Tranches of the Debt Sub-Fund, the assets and liabilities as well as income and losses are allocated in accordance to the provisions as outlined in Article 6 hereof and in the Issue Document;
2. The assets, liabilities, income and expenses will be established for the Debt Sub-Fund using valuation and accounting principles as described above. The Net Asset Value derived from such balance sheet thus established under IFRS will then be allocated to the Net Asset Value of each Tranche of Class of Shares;
3. The total Net Asset Value of each Tranche of Class of Shares, will be divided by the respective number of each Tranche of Class of Shares to calculate the Net Asset Value per Tranche of Class of Shares.

(b) Equity Sub-Fund

Any capital gains and write backs will be allocated to each Tranche of Senior Shares and Junior Shares (as this term is defined in the Issue Document) in function of the allocation mechanism set out in Article 12.2 under the sub-article "Cash Distribution Waterfall", which shall be applied based on the assumption that the Equity Sub-Fund is being liquidated according to the cash distribution waterfall.

In the absence of bad faith, gross negligence or manifest error, every decision in calculating the Net Asset Value taken by the Board or by any bank, company or other organisation which the Board may appoint for the purpose of calculating the Net Asset Value, shall be final and binding on the Fund and present, past or future Shareholders.

IV. For the purpose of this Article

(1) Shares of the Fund to be redeemed under Article 9 hereof shall be treated as existing and taken into account until immediately after the time specified by the Board on the redemption day on which such valuation is made and from such time and until paid by the Fund the price therefore shall be deemed to be a liability of the Fund;

(2) Shares to be issued by the Fund shall be treated as being in issue as from the time specified by the Board on the Valuation Date on which such valuation is made and from such time and until received by the Fund the price therefore shall be deemed to be a debt due to the Fund;

(3) All investments, cash balances and other assets expressed in currencies other than the reference currency of the relevant Class shall be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the Net Asset Value of Shares; and

(4) Where on any Valuation Date the Fund has contracted to:

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

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

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

Art. 14. Frequency and Temporary Suspension of Calculation of Net Asset Value per Share, of Issue and Redemption of Shares. With respect to each Class and/or Tranche of Shares in any Sub-Fund, the Net Asset Value per Share and the price for the issue, redemption and conversion (if any) of Shares shall be calculated from time to time by the Fund or any agent appointed thereto by the Fund, at least once a year, at a frequency determined by the Board and specified in the Issue Document as well as on each day by reference to which the Board approves the pricing of an issue, a redemption or a conversion (if any) of Shares, provided that this is in compliance with applicable laws and regulations, such date or time of calculation being referred to herein as a "Valuation Date".

The Fund may temporarily suspend the determination of the Net Asset Value per Share

of any particular Class and/or Tranche in any Sub-Fund and the issue, redemption and conversion (if any) of its Shares from its Shareholders from and to Shares of each Class and/or Tranche in any Sub-Fund:

a) during any period when any market or stock exchange which is the principal market or stock exchange on which a substantial portion of the investments of the Fund is listed is closed, other than for ordinary holidays, or during which dealings are considerably restricted or suspended;

b) when for any other exceptional circumstance the prices of any investments owned by the Fund cannot promptly or accurately be ascertained;

c) when the means of communication normally used to calculate the value of assets in the Fund are suspended or when, for any reason whatsoever, the value of an investment in the Fund cannot be calculated with the desired speed and precision;

d) when restrictions on exchange or the transfer of capital prevent the execution of dealings for the Fund or when buying and selling transactions on their behalf cannot be executed at normal exchange rates;

e) when factors which depend, among other things, on the political, economic, military and monetary situation and which evade the control, responsibility and means of action of the Fund, prevent the Fund from having access to its assets and from calculating their Net Asset Value in a normal or reasonable manner;

f) when the Board so decides, provided all Shareholders are treated on an equal footing and all relevant laws and regulations are applied as soon as an extraordinary general meeting of Shareholders of the Fund has been convened for the purpose of deciding on the liquidation or dissolution of the Fund.

Any such suspension shall be published, if appropriate, by the Fund and shall be notified, if appropriate, to the concerned Investors.

Any application for subscription or redemption or conversion (if any) of Shares shall be irrevocable except in the event of a suspension of the calculation of the Net Asset Value of the Shares to be subscribed, redeemed or converted in a specific Class and/or Tranche of a specific Sub-Fund at the Net Asset Value per Share and, in such event, a withdrawal will only be effective if written notification is received by the Administrative Agent (in its capacity as registrar agent) before the termination of the period of suspension.

Title III. Administration and Supervision

Art. 15. Directors. Subject to the paragraph below, the Fund shall be managed by a Board composed of not less than three (3) members and not more than five (5) members. They shall be elected initially for a term of three (3) years renewable for successive annual periods thereafter. The Directors shall be elected by the Shareholders at a general meeting of Shareholders; the latter shall further determine the number of Directors, their remuneration and the term of their office.

At least a $\frac{3}{4}$ majority of the members of the Board shall be representatives of / proposed by Public Institutions.

Inasmuch as permitted by the Luxembourg law and the CSSF, a legal entity may be appointed as Director of the Fund. In such case, such legal entity must designate a permanent representative who shall perform this role in the name and on

behalf of the legal entity. The relevant legal entity may only remove its permanent representative if it appoints his successor at the same time.

The general meeting of Shareholders shall choose and appoint as Directors at least two (2) directors from a list of candidates submitted by KfW. If the latter fails to submit a list of candidates, the general meeting of Shareholders shall elect instead any candidate on its discretion.

The other Directors shall be elected by the general meeting of Shareholders.

Any Director may be removed with or without cause or be replaced at any time by resolution adopted by the general meeting of Shareholders, subject to the appointment rules set forth above.

In the event of a vacancy in the office of a Director, the remaining Directors may temporarily fill such vacancy, subject to the appointment rules set forth above, until the next general meeting of Shareholders which will be asked to a final decision regarding such nomination.

Art. 16. Board Meetings. The Board will choose a chairman from among its members. It may choose a secretary, who does not have to be a Director, who shall write and keep the minutes of the meetings of the Board and of the meetings of Shareholders. The Board shall meet upon call by the chairman or any two (2) Directors, at the place indicated in the notice of meeting. The first chairman may be appointed by the first general meeting of Shareholders.

Each Investment Manager can be invited as a non-voting member.

The chairman shall preside at the meetings of the Board and of the Shareholders. In his absence, the Shareholders or the Directors shall decide by a majority vote that another Director, or in case of a Shareholders' meeting, that any other person shall be in the chair of such meetings.

Subject to the last paragraph of this Article 16, the Directors may only act at duly convened meetings of the Board.

Written notice of any meeting of the Board shall be given to all Directors at least ten (10) days prior to the date set for such meeting, except in circumstances of emergency, in which case the nature of such circumstances shall be set forth in the notice of meeting. If all the Directors are present or represented, they may waive all convening requirements and formalities. Separate notice shall not be required for meetings held at times and places fixed in a resolution adopted by the Board in a meeting where all Directors are present.

Any Director may act at any meeting by appointing in writing, by telefax, electronic mail or any other similar means of communication another Director as his proxy. A Director may also appoint another Director to represent him by telephone, such appointment to be confirmed in writing within five (5) days. A Director may represent several of his colleagues.

Any Director may participate in a meeting of the Board by conference call or similar means of communications equipment whereby all persons participating in the meeting can hear each other, and participating in a meeting by such means shall constitute presence in person at such meeting.

Resolutions of the Board are taken by a simple majority vote of all the Directors, except resolutions to amend the provisions of the Issue Document concerning: (i) "The Board of Directors" in the General Section, (ii) the "Mission Statement" in the General Section, (iii) the Investment Objective and the Investment Policy of the Fund and each Sub-Fund in the General and Special Sections, (iv) the "Target Countries" in the Special Sections, (v) the "Net Asset Value" in the General Section, (vi) the fee structure of the Fund, including the fees and expenses of the Fund and of each of the Sub-Funds, (vii) the "Investor Protection Levels" (where applicable) in the Special Sections, (viii) the "Payment Waterfall" in the Special Sections, and (ix) the "Determination of the Net Asset Value" in the Special Sections (those provisions being referred as "Major Issues"), subject to compliance with the Law of 13 February 2007 and provided it has obtained the approval on such amendments from Shareholders require a two-third (2/3) majority vote of all the Directors.

In the event that at any meeting the number of votes for or against a resolution is equal, the chairman of the meeting shall have a casting vote.

Resolutions of the Board will be recorded in minutes signed by the chairman of the meeting. Copies of extracts of such minutes to be produced in judicial proceedings or elsewhere will be validly signed by the chairman of the meeting or any two Directors.

Votes may also be cast by fax, e-mail, or telephone provided that, in the case of a vote cast by telephone, such vote is confirmed in writing.

Resolutions in writing approved and signed by all Directors shall have the same effect as resolutions voted at the Directors' meetings; each Director shall approve such resolution in writing, by telefax, electronic mail or any other similar means of communication. Such approval shall be confirmed in writing and all documents shall form the record that proves that such decision has been taken.

Art. 17. Powers of the Board of Directors. The Board is vested with the broadest powers to perform all acts of disposition and administration within the Fund's purpose, in compliance with the Investment Policy as determined in Article 20 hereof.

All powers not expressly reserved by Law of 10 August 1915 or by the present Articles to the general meeting of Shareholders are in the competence of the Board.

Art. 18. Delegation of Power. The Board may delegate its powers to conduct the daily management and affairs of the Fund and the representation of the Fund for such daily management and affairs to any member or members of the Board,

managers, officers or other agents, legal or physical person, who need not be Shareholders, acting either alone or jointly, under such terms and with such powers as the shall determine.

The Board may also confer all powers and special mandates to any person, who need not be a Director, appoint and dismiss all officers and employees and fix their emoluments.

Unless otherwise stipulated by these Articles, the officers and agents of the Fund shall have the rights and duties conferred upon them by the Board.

Furthermore, the Board may, among others, appoint special committees, such as an Investment Committee (as further described in Article 22 hereof and in the Issue Document) and may appoint any other special committee, in order to conduct certain tasks and functions expressly delegated to such committee.

Art. 19. Corporate Signature. Vis-à-vis third parties, in all circumstances, the Fund is validly bound by the joint signature of any two (2) Directors or by the joint or single signature of any person(s) to whom such signatory authority has been delegated in writing by the Board but only within the limits of such power. For the avoidance of doubt, the Directors may not bind the Fund by their individual signatures, except if specifically authorised thereto by resolution of the Board.

Towards third parties, in all circumstances, the Fund shall also, if a daily manager has been appointed in order to conduct the daily management and affairs of the Fund and represent the Fund in such daily management and affairs, be bound by the sole signature of the daily manager.

Art. 20. Investment Policies and Restrictions. The Board, based upon the principle of risk spreading, has the power to determine the investment policies and guidelines to be applied and the course of conduct of the management and business of the Fund, all within the restrictions as shall be set forth by the Board in compliance with applicable laws and regulations.

As further detailed in the Issue Document, the Fund is authorised (i) to employ techniques and instruments relating to transferable securities provided that such techniques and instruments are used for the purpose of efficient portfolio management, including the creation of SPVs, and (ii) to employ techniques and instruments intended to provide protection against exchange risks in the context of the management of its assets and liabilities.

Art. 21. Investment Manager(s). The Fund may appoint one or several Investment Manager(s) to provide general and comprehensive investment management services to the Fund and to one or several Sub-Funds, as the case may be.

The powers and duties of the Investment Manager(s) as well as their remuneration will be described in the relevant Investment Management Agreement.

Art. 22. Committees.

(a) Investment Committee

Unless otherwise stated in the Issue Document in relation to a specific Sub-Fund, the Board shall appoint in respect of each Sub-Fund an Investment Committee. More details on the composition of a Sub-Fund's Investment Committee are set out in the relevant Special Section of the Issue Document.

Members of such Investment Committee (and their respective alternates, if any) shall be appointed in the manner described in the Issue Document.

An Investment Committee will supervise the management of the Investment Managers within the parameters set forth in the Issue Document and, in particular, monitor (i) the pipeline of investments, (ii) portfolio transactions and disinvestments, and (iii) the financial structure and performance of the portfolio and investments. Any investments, disinvestments or changes of commercial arrangements shall require the approval of the relevant Investment Committee or the Board, as further detailed in the Issue Document.

An Investment Committee will furthermore approve all potential investments selected by the Investment Managers, including investment proposals on investments in/financing of Partner Institutions, as well as in other areas from time to time indicated by the Board and/or listed in the Issue Document.

Subject to delegation by the Board, an Investment Committee will also give instructions to the Investment Manager(s) with respect to the investment of Liquid Assets.

An Investment Committee will perform its duty based upon reporting from the Investment Manager(s).

An Investment Committee will also approve proposed divestments, sales and disposals of investments.

An Investment Committee will meet a minimum of four (4) times per year and at any time as convened by two (2) members of such an Investment Committee or the Investment Manager(s). Convening notices shall be sent at least five (5) days prior to the date set for each meeting, except in circumstances of emergency, in which case the nature of such circumstances shall be set forth in the notice of meeting. If all the members of an Investment Committee are present or represented, they may waive all convening requirements and formalities.

An Investment Committee may validly decide only if at least seventy-five percent (75%) of its members are present or represented by proxy. Any member of an Investment Committee may appoint another member of such an Investment Committee to act as his proxy. Attendance via conference call or voting by e-mail is assimilated to physical presence of the relevant members.

Each member of an Investment Committee has one vote. Decisions are ratified by a majority of all of the members of such an Investment Committee. If a valid majority vote cannot be secured, the matter under consideration will automatically be referred to the Board for decision.

(b) FX Committee

Unless otherwise stated in the Issue Document in relation to a specific Sub-Fund, the Board shall appoint in respect of each Sub-Fund an FX Committee. More details on the composition of a Sub-Fund's FX Committee are set out in the relevant Special Section of the Issue Document.

Members of an FX Committee (and their respective alternates, if any) shall be appointed in the manner described in the Issue Document.

Art. 23. Conflict of Interest. The Shareholders, the noteholders, the members of the Board, members of an Investment Committee, the Investment Manager(s), the Custodian, the Administrative Agent and their respective affiliates, directors, officers and shareholders (collectively the "Parties") are or may be involved in other financial, investment and professional activities which may cause conflict of interest with the management and administration of the Fund. These include the management of other funds, purchases and sales of securities, brokerage services, custodian and safekeeping services and serving as directors, officers, advisors or agents of other funds or other companies, including companies in which the Fund may invest. Each of the Parties will respectively ensure that the performance of their respective duties will not be impaired by any such involvement that they might have.

In the event that a conflict of interest does arise, the relevant Parties shall notify the Board. The Board and the relevant Parties involved shall endeavour to ensure that it is resolved fairly within reasonable time and in the interest of the Fund in accordance with the provisions set forth in the Issue Document under section "Conflicts of Interest" and summarised below.

Art. 23.1. Investment Committee. In the event that a member of an Investment Committee has an interest conflicting with that of the Fund in a matter which is subject to such Investment Committee's approval, that member must make such interest known to the relevant Investment Committee and to the Board. This member must not deliberate or vote upon any such transaction subject to section "Conflicts of Interest" of the Issue Document.

Notwithstanding the foregoing, it is contemplated that the Fund will make debt and equity investments in PIs in which a Shareholder has made existing investments. In respect of any such proposed investments by the Fund in such PIs, the existence of such investments shall not be deemed a conflict for the purposes of this provision, however, an Investment Committee member affiliated to a shareholder will be required to make all reasonable efforts to verify whether the institution which he/she affiliated to already finances, or is an investor in, the relevant PIs and to disclose such interest to such an Investment Committee, but will otherwise be permitted to vote on the proposed Investment by the Fund in such PIs.

Art. 23.2. Directors and officers. Any Director having an opposite interest in a transaction submitted for approval to the Board conflicting with that of the Fund shall advise the Board thereof and cause a record of his statement to be included in the minutes of the meeting. He may not take part in these deliberations subject to section "Conflicts of Interest" of the Issue Document. At the next following general meeting, before any other resolution is put to vote, a special report shall be made on any transactions in which any of the Directors may have had an interest conflicting with that of the Fund. The preceding paragraphs shall not apply where the decision of the Board relates to current operations entered into at arm's length. The term "opposite interest", as used in the first sentence, shall not include any relationship with or without interest in any matter, position or transaction involving any person, company or entity as may from time to time be determined by the Board in its discretion.

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

Art. 24. Indemnification of Directors. As far as permitted by applicable law, the Fund shall indemnify each Director, each member of an Investment Committee, each officer and each of their respective heirs, executors and administrators, against expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Fund or a member of an Investment Committee or, at its request, of any other company of which the Fund is a shareholder or a creditor and from which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence, fraud or wilful misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Fund is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not exclude other rights to which he may be entitled.

Art. 25. Auditors. The accounting data related in the annual report of the Fund shall be examined by an auditor ("réviseur d'entreprises agréé") appointed by the general meeting of Shareholders and remunerated by the Fund.

The auditor shall fulfil all duties prescribed by the Law of 13 February 2007.

Title IV. General meetings - Distributions

Art. 26. General Meetings of Shareholders of the Fund. The general meeting of Shareholders of the Fund shall represent the entire body of Shareholders of the Fund. Its resolutions shall be binding upon all the Shareholders regardless of the Sub-Fund, Class and/or Tranche of Shares held by them. It shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Fund.

The general meeting of Shareholders shall meet upon call by the Board. A general meeting of Shareholders has to be convened at the written request of the Shareholders, which together represent one tenth (10%) of the Share Capital.

The annual general meeting of Shareholders shall be held, in accordance with Luxembourg law, at the registered office of the Fund, or at such place in the borough of Luxembourg City as may be specified in the notice of meeting, on the fourteenth (14th) of April of each year at 2 p.m. (Luxembourg time). If such day is not a Business Day, the annual general meeting shall be held on the next following Business Day.

Other meetings of Shareholders may be held at such places and times as may be specified in the respective notices of meeting.

Shareholders shall meet in person, by video conference or by conference call upon call by the Board pursuant to a notice setting forth the agenda sent at least fifteen (15) calendar days prior to the meeting to each registered Shareholder at the Shareholder's address in the register of Shareholders or at such other address previously indicated by the relevant Shareholder. The agenda shall be prepared by the Board except in the instance where the meeting is called on the written demand of the Shareholders in which instance the Board may prepare a supplementary agenda.

Given that all Shares are in registered form, notices to Shareholders may be mailed by registered mail only. However, to the extent required by Luxembourg law, further notices will be published in the Mémorial and in Luxembourg newspapers.

If all Shareholders are present or represented and consider themselves as being duly convened and informed of the agenda, they can waive all convening requirements and formalities.

The Board may determine all other conditions that must be fulfilled by Shareholders in order to attend any meeting of Shareholders.

The business transacted at any meeting of the Shareholders shall be limited to the matters contained in the agenda (which shall include all matters required by law) and business incidental to such matters.

Unless otherwise provided by law or in these Articles, the quorum and majority rules for decision-taking in the general meeting of Shareholders shall be as follows:

- General meetings of Shareholders shall not validly deliberate unless Shareholders representing sixty percent (60%) of the votes attached to the Share Capital are present or duly represented. If this condition is not satisfied, a second meeting may be convened, by means of registered mail sent at least eight (8) calendar days before the meeting. Such convening notice shall reproduce the agenda and indicate the date and results of the previous meeting. The second meeting shall validly deliberate regardless of the portion of votes attached to the Share Capital represented;

- At both meetings, resolutions, in order to be adopted, must be carried by simple majority of the votes validly cast, unless further requirements as set out in these Articles or the Issue Document apply.

Art. 27. General Meetings of Shareholders in a Sub-Fund, Class and/or Tranche of Shares. In addition to Article 26 hereof, the Shareholders of any Sub-Fund or Class and/or Tranche of Shares of any Sub-Fund may hold, at any time, general meetings for any matters which are specific to such Sub-Fund, Class and/or Tranche of Shares.

The provisions of Article 26 and of the Law of 10 August 1915 shall apply to such general meetings.

Each Share is entitled to one vote in compliance with Luxembourg law and these Articles. Shareholders may act either in person or by giving a written proxy to another person who needs not be a Shareholder and may be a Director of the Fund.

Unless otherwise provided for by law or herein, the general meeting of Shareholders of a Sub-Fund or Class or Tranche of any Sub-Fund shall not validly deliberate unless Shareholders representing sixty percent (60%) of the votes attached to the Share Capital allocated to the relevant Sub-Fund or Class or Tranche of such Sub-Fund are present or duly represented. If this condition is not satisfied, a second meeting may be convened, by means of registered mail sent at least eight (8) calendar days before the meeting. Such convening notice shall reproduce the agenda and indicate the date and results of the previous meeting. The second meeting shall validly deliberate regardless of the portion of the Share Capital allocated to the relevant Sub-Fund or relevant Class or Tranche of the Sub-Fund represented.

At both meetings, resolutions, in order to be adopted, must be carried by a simple majority of the votes validly cast.

Any resolution of the general meeting of Shareholders affecting the rights of the Shareholders of any Sub-Fund, Class and/or Tranche vis-à-vis the rights of the Shareholders of any other Sub-Fund or Class and/or Tranche of a Sub-Fund shall be subject to a resolution of the general meeting of Shareholders of such Sub-Fund, Class and/or Tranche in compliance with Article 68 of the Law of 10 August 1915.

Art. 29. Accounting Year. The accounting year of the Fund shall commence on 1st January of each year and shall terminate on the 31st December of the same year.

Art. 30. Distributions. The right to dividends, and the right to capital reimbursement of each Class of Shares, and any specific distribution rights relating to the Shares, are determined by the Board in accordance with the relevant Special Section of the Issue Document and Article 12 hereof.

For any Class and/or Tranche of Shares in any Sub-Fund entitled to distributions, the Board may decide to pay interim dividends.

Payments of distributions to holders of registered Shares shall be made to such Shareholders at their addresses in the register of Shareholders.

Distributions may be paid in such currency and at such time and place that the Board shall determine from time to time.

No distribution of dividends can take place if, following distribution, the Share Capital would fall below the minimum share capital provided for by the Law of 13 February 2007. Any distribution that has not been claimed within five (5) years of its declaration shall be forfeited and revert to the relevant Class or Classes of Shares or Notes.

No interest shall be paid on a dividend declared by the Fund and kept by it at the disposal of its beneficiary.

Title V. Final Provisions

Art. 31. Custodian. To the extent required by law, the Fund shall enter into a custody agreement with banking or saving institution as defined by the law of 5 April 1993 on the financial sector, as amended (herein referred to as the "Custodian").

The Custodian shall fulfil the duties and responsibilities as provided for by the Law of 13 February 2007 and the agreement entered into with the Fund.

If the Custodian desires to retire, the Board shall use its best endeavours to find a successor custodian within two months of the effectiveness of such retirement. The Board may terminate the appointment of the Custodian but shall not remove the Custodian unless and until a successor custodian shall have been appointed to act in the place thereof.

Art. 32. Dissolution and Liquidation of the Fund. The Fund may at any time be dissolved by a resolution of the general meeting of Shareholders. At this meeting, on first call Shareholders who represent at least two-thirds (2/3) of the Share Capital must be present or represented and the decision to dissolve and liquidate the Fund must be taken by at least two-thirds (2/3) of the Shareholders present or represented (for the avoidance of doubt, votes cast 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). If the quorum requirement is not met, a second meeting may be convened. At this second meeting, Shareholders who represent at least half of the Share Capital must be present or represented and the decision to dissolve and liquidate the Fund must be taken by at least two-thirds (2/3) of the Shareholders present or represented. If the quorum requirement is again not met, a third meeting may be convened. The third meeting shall validly deliberate regardless of the proportion of Share Capital represented. At this third meeting, resolutions must still be carried by at least two-thirds (2/3) of the votes of the Shareholders present or represented.

Whenever the Share Capital falls below two-thirds (2/3) of the minimum Share Capital indicated in Article 6 hereof, the question of the dissolution and liquidation of the Fund shall be referred to the general meeting of Shareholders by the Board. The general meeting, for which no quorum shall be required, shall decide by simple majority of the votes of the Shares represented at the meeting.

The question of the dissolution of the Fund shall further be referred to the general meeting of Shareholders whenever the Share Capital falls below one-fourth (1/4) of the minimum Share Capital set by Article 6 hereof; in such an event, the general meeting shall be held without any quorum requirements and the dissolution and liquidation may be decided at the majority of one-fourth (1/4) of the votes of the Shares present and represented at the meeting.

The meeting must be convened so that it is held within a period of forty (40) days from ascertainment that the net assets of the Fund have fallen below two-thirds (2/3) or one-fourth (1/4) of the legal minimum, as the case may be.

Liquidation shall be carried out by one or several liquidator(s), who may be physical persons or legal entities, appointed by the general meeting of Shareholders which shall determine their powers and their compensation.

The liquidator(s) shall use its/their best efforts to terminate, sell or otherwise dispose of any outstanding investments of the Fund within nine (9) months of the liquidation decision; after such period, the liquidation process shall be closed and the liquidation proceeds shall be transferred to the Caisse des dépôts et consignations.

The liquidator(s) shall apply the assets available for distribution among the Shareholders in accordance with the provisions of the Issue Document and shall act in accordance with applicable laws and regulations when disposing of the investments and terminating the Fund.

Art. 33. Termination of a Sub-Fund. In the event that for any reason the NAV in any Sub-Fund or the NAV of any Class of Shares within a Sub-Fund has decreased to, or has not reached, an amount determined by the Board to be the minimum level for such Sub-Fund or Class of Shares to be operated in an economically efficient manner or in case of a substantial modification in the political, economic or monetary situation or as a matter of economic rationalisation, the Board may decide to redeem all the Shares of the relevant Class or Classes at an adjusted NAV per Share (taking into account actual realisation prices of investments and realisation expenses) calculated as of the Valuation Date at which such decision shall take effect. The Fund shall serve a notice to the Shareholders of the relevant Class or Classes of Shares prior to the effective date for the compulsory redemption, which will indicate the reasons for, and the procedure of, the redemption operations. Registered Shareholders shall be notified in writing.

The Board may also decide in the above-mentioned circumstances to dissolve the Sub-Fund and to liquidate the Sub-Fund in an orderly manner.

Any Subscription Request shall be suspended as from the moment of the announcement of the termination, the merger or the transfer of the relevant Sub-Fund.

In addition, the general meeting of Shareholders of any one or all Classes of Shares issued in any Sub-Fund may, upon proposal from the Board, redeem all the Shares issued in the relevant Class or Classes of such Sub-Fund and refund to the Shareholders the adjusted NAV of their Shares (taking into account actual realisation prices of investments and realisation expenses) determined with respect to the Valuation Date on which such decision shall take effect. There shall be no quorum requirements for such general meeting of Shareholders that shall decide by resolution taken by simple majority of those present and represented.

Art. 34. Amendments to the Articles of Incorporation. Subject to Article 35 hereof concerning amendment to the Issue Document which may have an impact on and require consecutive amendments to these Articles, these Articles may be amended by a general meeting of Shareholders subject to the following quorum and majority requirements. The general meeting of Shareholders shall not validly deliberate unless at least sixty percent (60%) of the votes attached to the Share Capital are present or represented and the agenda indicates the proposed amendments to the Articles and, where applicable, the text of those amendments which concern the objects or the form of the Fund. For the avoidance of doubt, if depending on the issue, value and evolution of the Shares, sixty percent (60%) of the votes attached to the Share Capital may not at least represent fifty percent (50%) of the Share Capital as required by the Law of 10 August 1915, the latter quorum condition of fifty percent (50%) of the Share Capital will have to be fulfilled before the general meeting is authorised to validly deliberate.

If the quorum requirement described above is not satisfied, a second meeting may be convened, by means of registered mail sent at least fifteen (15) calendar days before the meeting and by means of notices published twice, at fifteen (15) calendar days interval at least and fifteen (15) calendar days before the meeting in the Mémorial and in two (2) Luxembourg newspapers. Such convening notice shall reproduce the agenda and indicate the date and results of the previous meeting. The second meeting shall validly deliberate irrespective of the quorum requirement described above.

At both meetings, resolutions concerning the amendment of the Articles, in order to be adopted, must be carried by at least two-thirds (2/3) of the votes attached to the Share Capital.

Art. 35. Amendment to the Issue Document. The Board is authorised to amend by a decision taken with the majority of two-thirds (2/3) of all the Directors the provisions of the Issue Document relating to the Major Issues (as further detailed in Article 16 of the present Articles and in the Issue Document) subject to compliance with the Law of 13 February 2007 and provided it has obtained the approval on such amendments from Shareholders as follows:

- In the case where the decision to amend the Issue Document on the above listed Major Issues is originated by the Board, the general meeting of Shareholders shall validly deliberate if a quorum of fifty percent (50%) of the Share Capital is represented. If this quorum is not satisfied, a second meeting may be convened and shall validly deliberate regardless of the proportion of the Share Capital represented. At both meetings, resolutions, in order to be adopted, must be carried by a majority of at least two-thirds (2/3) of the votes cast. After the above decision by the Board and approval by the Shareholders, a general meeting of Shareholders shall be held in order to amend the Articles if required and will be subject to the same fifty percent (50%) quorum and two-thirds (2/3) majority rule for amending the Articles accordingly. Should the quorum requirement not be reached, a second meeting shall be convened and shall validly deliberate regardless of the proportion of the Share Capital represented.

- In the case where the decision to amend the Issue Document on the above listed Major Issues is originated by the Shareholders (i.e. as a result of amendments to the Articles by the Shareholders which may have an impact on the Issue Document), the resolution of the general meeting of Shareholders, in order to be adopted, must be taken in accordance with the quorum and majority rules laid down in Article 34 hereof.

Should the amendments be applicable only to specific one or more Sub-Fund(s), Class(es) and or Tranche(s) with different rights attached thereto, the Board would be authorised to amend materially these provisions subject to compliance with the Law of 13 February 2007 and provided that the above mentioned quorum and majority rules are complied with at the level of the relevant Sub-Fund(s), Class(es) and or Tranche(s).

Any material amendments to Major Issues which are approved by the general meeting of Shareholders in compliance with the quorum and majority conditions described above will be subject to the redemption procedure in favour of Shareholders who voted against the proposed material amendment to the Major Issues, as indicated in article 9 hereof and further described in the Issue Document.

Art. 36. Statement. Words importing a masculine gender also include the feminine gender and words importing persons or Shareholders also include corporations, partnerships associations and any other organised group of persons whether incorporated or not.

Art. 37. Applicable Law. All matters not governed by these Articles shall be determined in accordance with the Law of 10 August 1915 and the Law of 13 February 2007 as such laws have been or may be amended from time to time.”

The changes approved by the present Meeting will enter into force on September 7, 2015.

There being no further business, the meeting is closed.

Estimate of costs

The costs, expenses, remuneration or charges of any form whatsoever incumbent to the Fund and charged to it by reason of the present deed are assessed to EUR 2,000.

The undersigned notary who understands and speaks English, states herewith that on the request of the above appearing person(s), the present deed is worded in English.

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

The document having been read to the persons appearing, known to the notary by their name, first name, civil status and residences, the said persons appearing signed together with the notary the present deed.

Signé: L. KREICHER, A. BRAQUET, et H. HELLINCKX.

Enregistré à Luxembourg A.C.1, le 14 septembre 2015. Relation: 1LAC/2015/29165. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): P. MOLLING.

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

Luxembourg, le 16 septembre 2015.

Référence de publication: 2015154182/1379.

(150169422) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 septembre 2015.

Wara Investments S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 196.507.

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DISSOLUTION

In the year two thousand fifteen, on the eleventh day of August.

Before the undersigned Maître Gérard LECUIT, notary residing in Luxembourg.

There appeared:

BERTOM spolka z ograniczona odpowiedzialnoscia, a Polish company having its registered office at Ul. Pulawska 38, 20-822 Lublin (Poland), and registered in the Polish Companies Register under number KRS 0000521320, represented by Mrs. Agnieszka GORECKA in her capacity as director,

here represented by Mr. Philippe AFLALO, company's director, residing professionally in L-1118 Luxembourg, 23, rue Aldringen,

by virtue of a proxy dated on 06/08/2015.

The said proxy, after having been signed "ne varietur" by the proxyholder of the appearing party and the undersigned notary, will remain annexed to the present deed for the purpose of registration.

The appearing party, represented as stated hereabove, has requested the undersigned notary to enact the following:

- that it is the sole actual shareholder of WARA INVESTMENTS S.à r.l., (the "Company"), a société à responsabilité limitée incorporated by a deed under private seal on the 27th day of November, 2013, published in the Mémorial C, Recueil des Sociétés et Associations, number 298 of the 1st day of February, 2014. The Articles have been amended by a deed of the undersigned notary on April 15th, 2015, published in the Mémorial C, Recueil des Sociétés et Associations, number 1628 of July 1st, 2015,

- that the capital of the Company is fixed at TWENTY THOUSAND EUROS (20,000 EUR.-) represented by TWENTY THOUSAND (20,000) shares with a par value of ONE EURO (EUR 1.-) each, all fully paid-up;

- that the appearing party, prenamed, became the sole owner of all the shares and declares that it has full knowledge of the articles of incorporation and the financial standing of the Company;

- that the appearing party, in its capacity as sole shareholder of the Company, has resolved to proceed to the anticipatory and immediate dissolution of the Company and to put it into liquidation;

- that the appearing party, in its capacity as liquidator of the Company, and according to the balance sheet of the Company as at 7th August 2015, declares that all the liabilities of the Company, including the liabilities arising from the liquidation, are settled or retained;

The appearing party furthermore declares that:

- the Company's activities have ceased;

- the sole shareholder is thus vested with all the assets of the Company and undertakes to settle all and any liabilities of the terminated Company, the balance sheet of the Company as at 7th August 2015, being only one information for all purposes;

- following to the above resolutions, the Company's liquidation is to be considered as accomplished and closed;
- the Company's managers are hereby granted full discharge with respect to their duties;
- there shall be proceeded to the cancellation of all issued shares;
- the books and documents of the company shall be lodged during a period of five years at L-1118 Luxembourg, 23, rue Aldringen.

No confusion of patrimony between the dissolved company and the asset of, nor the reimbursement to the sole shareholder can be made, before a period of thirty days (article 69 (2) of the law on commercial companies) to be counted from the day of publication of the present deed, and only if no creditor of the Company currently dissolved and liquidated has demanded the creation of security.

Costs

The costs, expenses, remunerations or charges in any form whatsoever incumbent to the company and charged to it by reason of the present deed are estimated approximately at one thousand five euro (EUR 1,005.-).

The undersigned notary, who knows English, states that on request of the appearing party, the present deed is worded in English, followed by a French version and in case of discrepancies between the English and the French text, the English version will be binding.

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

The document having been read to the proxyholder of the appearing party, who is known to the notary by his surname, first name, civil status and residence, the said person signed together with the notary this original deed.

Suit la traduction française du texte qui précède:

L'an deux mille quinze, le onze août.

Par-devant Maître Gérard LECUIT, notaire de résidence à Luxembourg.

A COMPARU:

BERTOM spolka z ograniczona odpowiedzialnoscia, une société polonaise ayant son siège social à U1.Pulawska 38, 20-822 Lublin, Pologne, enregistrée au Registre des sociétés Pologne sous le numéro KRS 0000521320, représentée par sa gérante Madame Agnieszka Gorecka,

ici représentée par Monsieur Philippe AFLALO, administrateur de sociétés, demeurant professionnellement à L-1118 Luxembourg, 23, rue Aldringen,

en vertu d'une procuration sous seing privé datée du 6 août 2015.

Laquelle procuration restera, après avoir été signée "ne varietur" par le mandataire de la comparante et le notaire instrumentant, annexée aux présentes pour être formalisée avec elles.

Laquelle comparante, représentée comme dit-est, a requis le notaire instrumentant d'acter:

- Qu'elle est la seule et unique associée de la société WARA INVESTMENTS S.à r.l., (la «Société»), société à responsabilité limitée constituée suivant acte sous seing privé en date du 27 novembre 2013, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 298 du 1^{er} février 2014. Les statuts ont été modifiés suivant un acte du notaire soussigné en date du 15 avril 2015, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 1628 du 1^{er} juillet 2015;

- que le capital social de la Société s'élève à VINGT MILLE EUROS (20.000,- EUR) représenté par VINGT MILLE (20.000) parts sociales d'une valeur nominale de UN EURO (1,- EUR) chacune, entièrement libérées;

- que la partie comparante, pré-qualifiée, est seule propriétaire de toutes les parts sociales et qu'elle déclare avoir parfaite connaissance des statuts et de la situation financière de la Société;

- que la partie comparante, en sa qualité d'associée unique de la Société, a décidé de procéder à la dissolution anticipée et immédiate de la Société et de la mettre en liquidation;

- que la partie comparante, en sa qualité de liquidateur de la Société et au vu du bilan de la Société au 7 août 2015, déclare que tout le passif de la Société, y compris le passif lié à la liquidation de la Société, est réglé ou dûment provisionné;

La partie comparante déclare encore que:

- l'activité de la Société a cessé;

- l'associée unique est investie de l'entière de l'actif de la Société et déclare prendre à sa charge l'entière du passif de la Société qu'il soit connu et impayé, ou inconnu et non encore payé, le bilan au 7 août 2015 étant seulement un des éléments d'information à cette fin;

- suite aux résolutions ci-avant, la liquidation de la Société est à considérer comme accomplie et clôturée;

- décharge pleine et entière est accordée aux gérants de la Société;

- il y a lieu de procéder à l'annulation de toutes les parts sociales;

- les livres et documents de la Société devront être conservés pendant la durée légale de cinq ans à L-1118 Luxembourg, 23, rue Aldringen.

Toutefois, aucune confusion de patrimoine entre la société dissoute et l'avoir social de, ou remboursement à, l'associée unique ne pourra se faire avant le délai de trente jours (article 69 (2) de la loi sur les sociétés commerciales) à compter de la publication du présent acte et sous réserve qu'aucun créancier de la Société présentement dissoute et liquidée n'aura exigé la constitution de sûretés.

Frais.

Les frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, incombant à la société et mis à sa charge en raison des présentes, sont évalués approximativement à mille cinq euros (EUR 1.005,-).

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

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

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

Signé: P. AFLALO, G. LECUIT.

Enregistré à Luxembourg Actes Civils 1, le 19 août 2015. Relation: 1LAC/2015/26579. Reçu soixante-quinze euros (EUR 75,-).

Le Receveur (signé): P. MOLLING.

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

Luxembourg, le 11 septembre 2015.

Référence de publication: 2015152602/111.

(150167550) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2015.

MS Consulting S.à r.l., Société à responsabilité limitée.

Siège social: L-9647 Sonlez, 27, rue Jean Baptiste Determe.

R.C.S. Luxembourg B 199.024.

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STATUTS

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

Par-devant Maître Edouard DELOSCH, notaire de résidence à Diekirch, Grand-Duché de Luxembourg.

A comparu:

Monsieur Sébastien MARCQ, gérant, demeurant à Chaussée de Nivelles, 53, B-7181 Arquennes.

Lequel comparant, a requis le notaire instrumentant de dresser acte des statuts d'une société à responsabilité limitée qu'il déclare constituer par les présentes et dont il a arrêté les statuts comme suit:

« **Art. 1^{er}**. Il est formé par les présentes, par la personne comparante, et toutes les personnes qui pourraient devenir associés par la suite, une société à responsabilité limitée qui sera régie par les lois y relatives, et notamment celle du 10 août 1915 sur les sociétés commerciales, telle que modifiée, ainsi que par les présents statuts (ci-après la "Société").

Art. 2. La Société a pour objet l'achat, la vente en gros et en détail de poissons, coquillages, crustacés et autres produits de bouche.

La société a également pour objet toutes les opérations se rapportant directement ou indirectement à la prise de participations, sous quelque forme que ce soit, dans toute entreprise, ainsi que l'administration, la gestion, le contrôle et le développement de ces participations.

Elle pourra également prêter des services administratifs et commerciaux auprès de ses filiales.

La société a pour objet la création, la gestion, le développement, la mise en valeur et la liquidation d'un portefeuille de droit de propriété intellectuelle se composant de toute origine, de tous brevets, marques, logiciels, sources informatiques, dessins, modèle

Elle pourra emprunter avec ou sans garantie, hypothéquer ou gager ses biens, ou se porter caution personnelle et/ou réelle, au profit d'autres entreprises, sociétés ou tiers, sous réserve des dispositions légales afférentes.

Elle exercera son activité tant au Grand-Duché de Luxembourg qu'à l'étranger.

Elle prendra toutes mesures pour sauvegarder ses droits et fera toutes opérations industrielles, commerciales, financières, mobilières ou immobilières se rattachant directement ou indirectement à son objet social ou qui sont de nature à en faciliter l'extension ou le développement.

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

La dissolution de la Société peut être demandée en justice pour justes motifs. Sauf dissolution judiciaire, la dissolution de la Société ne peut résulter que d'une décision prise par l'assemblée générale dans les formes prescrites pour les modifications des statuts.

Art. 4. La Société prend la dénomination sociale de «MS Consulting S.à r.l.» avec comme enseigne commerciale «PROFOOD».

Art. 5. Le siège de la Société est établi dans la commune de Winseler.

Le siège social peut être transféré à l'intérieur de la même commune par simple décision du gérant ou, en cas de pluralité de gérants, du Conseil de gérance, et en tout endroit du Grand-Duché de Luxembourg aux termes d'une décision prise par assemblée tenue dans les formes prescrites pour les modifications des statuts.

La Société peut ouvrir des succursales, filiales ou d'autres bureaux, dans tout autre lieu du Grand-Duché de Luxembourg, ainsi qu'à l'étranger.

Art. 6. Le capital social est fixé à douze mille cinq cents euros (EUR 12.500,-) divisé en cent (100) parts sociales de cent vingt-cinq euros (EUR 125,-) chacune, toutes les parts sociales étant intégralement souscrites et entièrement libérées.

Art. 7. Le capital social pourra à tout moment être modifié moyennant décision écrite et régulièrement publiée de l'associé unique, sinon de l'assemblée des associés, conformément à l'article 16 des présents statuts.

Art. 8. Chaque part sociale ouvre un droit à l'actif social de même qu'aux bénéfices réalisés au cours de l'exercice, en proportion directe avec le nombre des parts sociales existantes.

Art. 9. Les parts sociales sont indivisibles à l'égard de la Société qui ne reconnaît qu'un unique propriétaire pour chacune d'elles.

Les copropriétaires indivis des parts sociales sont tenus d'être représentés auprès de la Société par une seule et même personne.

Art. 10. Les cessions de parts sociales doivent être constatées par un acte notarié ou sous seing privé.

En cas d'associé unique, les cessions et transmissions, sous quelque forme que ce soit, de parts sociales sont libres.

Les parts sociales ne peuvent être cédées entre vifs à des non-associés qu'avec l'agrément donné en assemblée générale des associés représentant au moins les trois quarts du capital social.

En cas de pluralité d'associés, les parts sociales sont cessibles sous réserve de la stricte observation des dispositions énoncées à l'article 189 de la loi modifiée du 10 août 1915 sur les sociétés commerciales.

Toute opération de cession n'est opposable à la Société comme aux tiers qu'à la condition d'avoir été notifiée à la Société ou acceptée par elle conformément aux dispositions prescrites à l'article 1690 du Code civil.

Au surplus, il ne pourra être contracté d'emprunt par voie publique d'obligations, ni procédé à une émission publique de parts sociales.

Art. 11. La Société n'est pas dissoute par le décès, l'interdiction, la faillite ou la déconfiture d'un des associés.

Art. 12. La Société est gérée par un ou plusieurs gérants. Si plusieurs gérants sont nommés, ils constitueront un Conseil de gérance. Le(s) gérant(s) ne sont pas obligatoirement associés. Le(s) gérant(s) sont révocable(s) ad nutum.

Le gérant, ou en cas de pluralité de gérants, le Conseil de gérance, dispose des pouvoirs les plus étendus afin d'accomplir tous les actes nécessaires ou utiles à l'accomplissement de l'objet social de la Société, à l'exception de ceux qui sont expressément réservés par la loi ou les statuts à l'assemblée générale des associés.

Art. 13. La Société sera engagée par la signature individuelle de son gérant unique, et en cas de pluralité de gérants, par la signature conjointe de deux membres du Conseil de gérance.

Le gérant, ou en cas de pluralité de gérants, le Conseil de gérance, peut sous-déléguer une partie de ses pouvoirs pour des tâches spécifiques à un ou plusieurs agents ad hoc.

Tout litige dans lequel la Société apparaît comme demandeur ou comme défendeur, sera géré au nom de la Société par le gérant, ou en cas de pluralité de gérants, le Conseil de gérance représenté par un gérant délégué à cet effet.

Art. 14. Les réunions du Conseil de Gérance auront lieu au Grand-Duché de Luxembourg. Le Conseil de gérance ne peut délibérer ou agir valablement que si au moins la majorité de ses membres est présente en personne ou par procuration. Les résolutions du Conseil de gérance sont adoptées à la majorité des votes des gérants présents ou représentés.

En cas d'urgence, les résolutions écrites signées par l'ensemble des membres du Conseil de gérance seront valablement passées et effectives comme si passées lors d'une réunion dûment convenue et tenue. De telles signatures peuvent apparaître sur un document unique ou plusieurs exemplaires d'une résolution identique et peuvent être prouvées par lettre, fax ou communication similaire.

De plus, tout membre qui participe aux débats d'une réunion du Conseil de gérance aux moyens d'un appareil de communication (notamment par téléphone), qui permet à tous les membres présent à cette réunion (que ce soit en personne ou par procuration ou tout autre appareil de communication) d'entendre et d'être entendu par les autres membres à tout moment, sera supposé être présent à cette réunion et sera comptabilisé pour le calcul du quorum et sera autorisé à voter sur les

questions à l'ordre du jour de cette réunion. Si une résolution est prise par voie de conférence téléphonique, la résolution sera considérée comme ayant été prise au Luxembourg si l'appel provient initialement du Luxembourg.

Art. 15. Le ou les gérants ne contractent, à raison de leur fonction, aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société.

Toutefois, la Société est liée par les actes accomplis par les gérants, même si ces actes excèdent l'objet social, à moins qu'elle ne prouve que le tiers savait que l'acte dépassait l'objet social ou qu'il ne pouvait l'ignorer compte tenu des circonstances, sans que la publication des statuts suffise à constituer cette preuve.

Art. 16. L'associé unique exerce les pouvoirs attribués à l'assemblée des associés.

En cas de pluralité des associés, chaque associé peut participer aux décisions collectives quel que soit le nombre de parts qui lui appartiennent.

Chaque associé a un nombre de voix égal au nombre de parts qu'il possède ou représente. En cas de pluralité d'associés, les décisions collectives ne sont valablement prises que pour autant qu'elles ont été adoptées par des associés représentant plus de la moitié du capital social, sans préjudice des autres dispositions de l'article 194 de la loi modifiée du 10 août 1915 sur les sociétés commerciales.

Cependant, les résolutions modifiant les statuts de la Société ne pourront être prises que par l'accord de la majorité des associés représentant au moins les trois quarts du capital social, sous réserve des dispositions de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée.

Art. 17. Une assemblée générale annuelle des associés, qui doit se tenir au cas où la Société a plus de vingt-cinq (25) associés, se réunira une fois par an pour l'approbation des comptes annuels, elle se tiendra le deuxième lundi du mois de juin de chaque année au siège de la Société ou en tout autre lieu à spécifier dans la convocation de cette assemblée.

Si ce jour n'est pas généralement un jour bancaire ouvrable à Luxembourg, l'assemblée se tiendra le premier jour ouvrable suivant.

Art. 18. L'année sociale de la Société commence le premier janvier et se termine le trente et un décembre de chaque année.

Art. 19. Chaque année, au trente et un décembre, les comptes sont arrêtés et, suivant le cas, le gérant ou le Conseil de Gérance dresse un inventaire comprenant l'indication des valeurs actives et passives de la Société.

Tout associé peut par lui-même ou par un fondé de pouvoir, prendre au siège social de la Société, communication de l'inventaire, du bilan et du rapport du conseil de surveillance (si la Société compte plus de vingt-cinq associés parmi ses rangs, conformément aux dispositions prescrites par la loi).

Art. 20. Les profits bruts de la Société, constatés dans les comptes annuels, déduction faite des frais généraux, amortissements et charges, constituent le bénéfice net.

Sur le bénéfice net, il est prélevé au moins cinq pour cent pour la constitution d'un fonds de réserve jusqu'à ce que celui-ci atteigne dix pour cent du capital social. Le solde du bénéfice net est à la libre disposition de l'assemblée générale.

Art. 21. Lors de la dissolution de la Société, la liquidation sera faite par un ou plusieurs liquidateurs, associés ou non, nommés par les associés qui fixeront leurs pouvoirs et leurs émoluments.

Art. 22. Pour tout ce qui n'est pas réglé par les présents statuts, l'associé unique, ou le cas échéant les associés, s'en réfèrent aux dispositions légales de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée.»

Disposition transitoire:

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

Souscription et libération:

Les statuts de la Société ayant été ainsi arrêtés, le comparant préqualifié, déclare souscrire les cent (100) parts sociales comme suit:

- Monsieur Sébastien MARCQ, pré-qualifié,

cent parts 100 parts

TOTAL: cent parts sociales 100 parts

La libération intégrale du capital social a été faite par des versements en espèces, de sorte que la somme de douze mille cinq cents euros (EUR 12.500,-) se trouve à la libre disposition de la Société, ainsi qu'il en a été justifié au notaire soussigné, qui le constate expressément.

Evaluation des frais

Les parties ont évalué le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge en raison de sa constitution au montant de mille cent euros (EUR 1.100,-).

Assemblée générale extraordinaire

Le comparant, représentant l'intégralité du capital social souscrit, se considérant comme dûment convoqué, s'est constitué en assemblée générale extraordinaire.

Après avoir constaté que la présente assemblée était régulièrement constituée, il a pris les résolutions suivantes:

- 1.- Le nombre des gérants est fixé à un (1).
- 2.- Est nommée gérant unique pour une durée indéterminée:
Monsieur Sébastien MARCQ, gérant, demeurant à Chaussée de Nivelles, 53, B-7181 Arquennes.
- 3.- La Société est valablement engagée en toutes circonstances par la signature individuelle du gérant unique.
- 4.- L'adresse du siège social de la Société est fixée à L-9647 Sonlez, 27, rue Jean Baptiste Determe.

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

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

Signé: S. MARCQ, DELOSCH.

Enregistré à Diekirch Actes Civils, le 03 août 2015. Relation: DAC/2015/12906. Reçu soixante-quinze (75.-) euros

Le Receveur (signé): THOLL.

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

Diekirch, le 04 août 2015.

Référence de publication: 2015133141/155.

(150144600) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

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

Siège social: L-3390 Peppange, 1, rue Jean Jaminet.

R.C.S. Luxembourg B 198.983.

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STATUTS

L'an deux mille quinze, le treize juillet.

Par-devant Maître Alex WEBER, notaire de résidence à Bascharage.

ONT COMPARU:

1.- Madame Monique BISCHÉL, épouse WERNER, sans état particulier, née à Dudelange le 15 août 1957, demeurant à L-3390 Peppange, 1, rue Jean Jaminet.

2.- Monsieur Emile WERNER, retraité, né à Luxembourg le 20 mai 1955, demeurant à L-3390 Peppange, 1, rue Jean Jaminet.

Lesquels comparants ont arrêté ainsi qu'il suit les statuts d'une société à responsabilité limitée qu'ils vont constituer entre eux.

Art. 1^{er}. La société prend la forme d'une société à responsabilité limitée et la dénomination de "MEW s.à r.l."

Art. 2. Le siège de la société est établi à Peppange; il pourra être transféré en tout autre lieu du Grand-Duché de Luxembourg en vertu d'une décision de l'assemblée générale extraordinaire des associés.

La société pourra établir des filiales et des succursales aussi bien dans le Grand-Duché de Luxembourg qu'à l'étranger.

Art. 3. La société a pour objet l'apport d'affaires.

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

Elle pourra effectuer toutes activités et opérations commerciales, industrielles, financières, mobilières, immobilières ou autres se rattachant directement ou indirectement à son objet social ou susceptibles d'en favoriser la réalisation.

Art. 4. La société est constituée pour une durée indéterminée.

Art. 5. Le capital social est fixé à douze mille cinq cents euros (€ 12.500.-), représenté par cent (100) parts sociales d'une valeur nominale de cent vingt-cinq euros (€ 125.-) chacune.

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

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

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

Art. 7. La cession de parts sociales doit être constatée par un acte notarié ou sous seing privé.

Elle n'est opposable à la société et aux tiers qu'après avoir été notifiée à la société ou acceptée par elle conformément à l'article 1690 du Code Civil.

Art. 8. En cas de décès d'un associé, gérant ou non gérant, la société ne sera pas dissoute et elle continuera entre les associés survivants et les héritiers de l'associé décédé.

L'interdiction, la faillite ou la déconfiture de l'un quelconque des associés ne met pas fin à la société.

Art. 9. Chaque part est indivisible à l'égard de la société. Les propriétaires indivis sont tenus de se faire représenter auprès de la société par un seul d'entre eux ou un mandataire commun choisi parmi les associés.

Les droits et obligations attachés à chaque part la suivent dans quelques mains qu'elle passe. La propriété d'une part emporte de plein droit adhésion aux présents statuts.

Les héritiers et créanciers d'un associé ne peuvent sous quelque prétexte que ce soit, requérir l'apposition de scellés sur les biens et documents de la société ni s'immiscer en aucune manière dans les actes de son administration; ils doivent, pour l'exercice de leurs droits, s'en rapporter aux inventaires sociaux et aux décisions des assemblées générales.

Art. 10. La société est administrée par un ou plusieurs gérants nommés par l'assemblée des associés à la majorité du capital social et pris parmi les associés ou en dehors d'eux.

L'acte de nomination fixera la durée de leurs fonctions et leurs pouvoirs.

Les associés pourront à tout moment décider de la même majorité la révocation du ou des gérants pour causes légitimes, ou encore pour toutes raisons quelles qu'elles soient, laissées à l'appréciation souveraine des associés moyennant observation toutefois, en dehors de la révocation pour causes légitimes, du délai de préavis fixé par le contrat d'engagement ou d'un délai de préavis de deux mois.

Le ou les gérants ont les pouvoirs les plus étendus pour agir au nom de la société dans toutes les circonstances et pour faire et autoriser tous les actes et opérations relatifs à son objet. Le ou les gérants ont la signature sociale et ils ont le droit d'ester en justice au nom de la société tant en demandant qu'en défendant.

Art. 11. Le décès du ou des gérants ou leur retrait, pour quelque motif que ce soit, n'entraîne pas la dissolution de la société.

Les héritiers ou ayants-cause du ou des gérants ne peuvent en aucun cas faire apposer des scellés sur les documents et registres de la société, ni faire procéder à un inventaire judiciaire des valeurs sociales.

Art. 12. Les décisions des associés sont prises en assemblée générale ou encore par un vote écrit sur le texte des résolutions à prendre et qui sera communiqué par lettre recommandée par la gérance aux associés.

Le vote écrit devra dans ce dernier cas être émis et envoyé à la société par les associés dans les quinze jours de la réception du texte de la résolution proposée.

Art. 13. A moins de dispositions contraires prévues par les présents statuts ou par la loi, aucune décision n'est valablement prise que pour autant qu'elle ait été adoptée par les associés représentant plus de la moitié du capital social. Si ce quorum n'est pas atteint à la première réunion ou lors de la consultation par écrit, les associés sont convoqués ou consultés une seconde fois, par lettre recommandée, et les décisions sont prises à la majorité des votes émis, quelle que soit la portion du capital représenté.

Toutefois, les décisions ayant pour objet une modification des statuts ne pourront être prises qu'à la majorité des associés représentant les trois quarts du capital social.

Art. 14. Les décisions sont constatées dans un registre de délibérations tenu par la gérance au siège social et auquel seront annexées les pièces constatant les votes exprimés par écrit ainsi que les procurations.

Art. 15. L'exercice social commence le 1^{er} janvier et finit le 31 décembre de chaque année.

Art. 16. Il sera dressé à la fin de l'exercice social un inventaire général de l'actif et du passif de la société et un bilan résumant cet inventaire. Chaque associé ou son mandataire muni d'une procuration écrite pourront prendre au siège social communication desdits inventaire et bilan.

Art. 17. Les produits de la société, constatés par l'inventaire annuel, déduction faite des frais généraux, des charges sociales, de tous amortissements de l'actif social et de tous comptes de provisions pour risques commerciaux ou autres, constituent le bénéfice net. Sur le bénéfice net il sera prélevé cinq pour cent (5%) pour la constitution du fonds de réserve légale jusqu'à ce qu'il ait atteint le dixième du capital social.

Le solde du bénéfice sera à la disposition des associés qui décideront de son affectation ou de sa répartition.

S'il y a des pertes, elles seront supportées par tous les associés dans les proportions et jusqu'à concurrence de leurs parts sociales.

Art. 18. En cas de dissolution anticipée, la liquidation est faite par un ou plusieurs liquidateurs, associés ou non, désignés par les associés qui détermineront leurs pouvoirs et leurs émoluments.

Art. 19. Toutes les matières qui ne sont pas régies par les présents statuts seront réglées conformément à la loi du 18 septembre 1933 sur les sociétés commerciales telle que modifiée.

Souscription et libération

Les parts sociales ont été souscrites comme suit:

1) Madame Monique BISCHHEL, épouse WERNER, préqualifiée,	
cinquante parts sociales	50
2) Monsieur Emile WERNER, préqualifié,	
cinquante parts sociales	50
Total: cent parts sociales	100

Les parts sociales ont été entièrement libérées par des versements en espèces, de sorte que la somme de douze mille cinq cents euros (€ 12.500.-) se trouve dès à présent à la libre disposition de la société, ainsi qu'il en a été justifié au notaire instrumentant, qui le constate expressément.

Disposition transitoire

Exceptionnellement le premier exercice prend cours le jour de la constitution pour finir le 31 décembre 2015.

Frais

Le montant des frais, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à charge à raison de sa constitution, est évalué sans nul préjudice à mille euros (€ 1.000.-).

Assemblée générale extraordinaire

Ensuite, les comparants représentant l'intégralité du capital social, se sont réunis en assemblée générale extraordinaire à laquelle ils se reconnaissent dûment convoqués et après avoir constaté que celle-ci était régulièrement constituée, ils ont pris à l'unanimité des voix les décisions suivantes:

1) Madame Monique BISCHHEL, épouse WERNER et Monsieur Emile WERNER, préqualifiés, sont nommés gérants de la société pour une durée indéterminée.

2) La société est valablement engagée en toutes circonstances par la signature individuelle de chaque gérant.

3) Le siège social est fixé à L-3390 Peppange, 1, rue Jean Jaminet.

Les comparants déclarent, en application de la loi du 12 novembre 2004, telle qu'elle a été modifiée par la suite, être les bénéficiaires réels de la société faisant l'objet des présentes et agir pour leur propre compte et certifient que les fonds servant à la libération du capital social ne proviennent pas respectivement que la société ne se livrera pas à des activités constituant une infraction visée aux articles 506-1 du Code Pénal et 8-1 de la loi modifiée du 19 février 1973 concernant la vente de substances médicamenteuses et la lutte contre la toxicomanie (blanchiment) ou des actes de terrorisme tels que définis à l'article 135-1 du Code Pénal (financement du terrorisme).

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

DONT ACTE, fait et passé à Bascharage en l'étude, date qu'en tête des présentes.

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

Signé: BISCHHEL, WERNER, A. WEBER.

Enregistré à Luxembourg Actes Civils 1, le 21 juillet 2015. Relation: 1LAC/2015/22999. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): FRISING.

Pour expédition conforme, délivrée à la société sur demande.

Bascharage, le 3 août 2015.

Référence de publication: 2015133118/130.

(150143852) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Monetize Angels Services Pay I, S.e.n.c., Société en nom collectif.

Siège social: L-1941 Luxembourg, 241, route de Longwy.

R.C.S. Luxembourg B 198.957.

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STATUTS

Entre les soussignés

1. La société Monetize Angels Services SA, ayant son siège au 241 route de Longwy L-1941 Luxembourg, inscrite au RCS Luxembourg B194 410

2. La société Monetize Angels SA, ayant son siège au 241 route de Longwy L- 1941 Luxembourg, inscrite au RCS Luxembourg B 186 288

il a été constitué en date du 20 juillet 2015 une société en nom collectif dont les statuts ont été arrêtés comme suit.

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

Art. 1^{er} . Il est formé entre les constituants et tous ceux qui pourraient devenir associés par la suite, une société en nom collectif.

Art. 2. La dénomination de la société est MONETIZE ANGELS SERVICES PAY I, S.e.n.c.

Art. 3. La société a pour objet aussi bien au Luxembourg qu'à l'étranger, la mise en place de contrats de vente à distance avec les banques ou établissements financiers afin d'assurer la gestion et la collecte des abonnements pour le compte d'opérateurs prestataires de services sur internet offrant des avantages, services et récompenses à leur membres et d'une manière générale, toutes opérations commerciales, financières, mobilières et immobilières se rapportant directement ou indirectement à cet objet ou pouvant en faciliter la réalisation.

Art. 4. Le siège social de la société est établi à Luxembourg. Il pourra être transféré en tout autre endroit du Grand-Duché de Luxembourg par simple décision des associés.

Art. 5. La société a été constituée pour une durée indéterminée. Elle ne sera pas dissoute par le décès, l'incapacité, l'interdiction, la faillite ou la déconfiture d'un associé.

Art. 6. Le capital social de la société est fixé 1.000 Euros (mille euros) représenté par cent cent) parts sociales de 10 Euros (dix euros) chacune.

Les parts ont été souscrites comme suit:

1) La société Monetize Angels Services SA, préqualifié, 99 parts	990 euros
2) La société Monetize Angels SA, préqualifiée, 1 part	10 euros
Total: 100 parts	1.000 euros

Le capital social a été entièrement libéré et se trouve à la disposition de la société.

Art. 7. Les parts sociales ne peuvent être cédées entre vifs à des non-associés qu'avec l'agrément de tous les associés représentant l'intégralité du capital social.

Elles ne peuvent être transmises pour cause de mort à des non-associés que moyennant l'agrément de tous les associés survivants.

En cas de cession de parts d'un associé, les associés restants ont un droit de préemption au prorata des parts en leur possession.

Titre II. Administration - Assemblée Générale

Art. 8. La société est gérée par un ou plusieurs gérants, dont les pouvoirs sont fixés par l'assemblée des associés qui procède à leur nomination.

A moins que l'assemblée des associés n'en dispose autrement, le ou les gérants ont vis-à-vis des tiers les pouvoirs les plus étendus pour agir au nom de la société en toutes circonstances et pour accomplir tous les actes nécessaires ou utiles à l'accomplissement de son objet social.

Art. 9. Chaque part sociale donne droit à une voix dans les décisions collectives à prendre en assemblée générale.

Dans tous les cas où la loi ou les présents statuts ne prévoient une majorité plus grande, toutes les décisions, y compris celles concernant la nomination, la révocation ou le remplacement d'un gérant, sont prises à la majorité simple.

Titre III. Année sociale - Répartition des bénéfices

Art. 10. L'exercice social commence le premier janvier et finit le trente et un décembre de chaque année. Par dérogation, le premier exercice social commence à la date de la constitution et finit le trente et un décembre 2015.

Art. 11. Chaque année, au trente et un décembre, il sera dressé par la gérance un inventaire ainsi que le bilan et le compte de profits et pertes.

Le bénéfice net, déduction faite de tous les frais généraux et des amortissements, est à la disposition de l'assemblée générale des associés qui décidera de l'affectation du bénéfice net de la société.

Disposition Générale

Art. 12. Pour tous les points non prévus aux présents statuts, les parties déclarent se référer à la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée.

Evaluation des Frais

Art. 13. Le montant des frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge en raison de sa constitution s'élèvent approximativement à la somme de 500 (cinq cents) Euros.

Assemblée générale extraordinaire

Et aussitôt les associées, représentant l'intégralité du capital social et se considérant comme dûment convoquées, ont tenu une assemblée générale extraordinaire et ont pris les résolutions suivantes:

1. Monsieur Jonathan DUQUENNE, né le 08 janvier 1973 à LILLE (59) demeurant professionnellement 241 route de Longwy L-1941 Luxembourg est nommé gérant de la société pour une durée indéterminée.

2. Le siège social est fixé au 241 route de Longwy L-1941 Luxembourg

Fait à Luxembourg, le 20 juillet 2015.

Paul CHARREAU

Mandataire

Référence de publication: 2015133132/72.

(150143220) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Monetize Angels Services Pay II, S.e.n.c., Société en nom collectif.

Siège social: L-1941 Luxembourg, 241, route de Longwy.

R.C.S. Luxembourg B 198.962.

— STATUTS

Entre les soussignés

1. La société Monetize Angels Services SA, ayant son siège au 241 route de Longwy L-1941 Luxembourg, inscrite au RCS Luxembourg B194 410

2. La société Monetize Angels SA, ayant son siège au 241 route de Longwy L- 1941 Luxembourg, inscrite au RCS Luxembourg B 186 288

il a été constitué en date du 20 juillet 2015 une société en nom collectif dont les statuts ont été arrêtés comme suit.

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

Art. 1^{er}. Il est formé entre les constituants et tous ceux qui pourraient devenir associés par la suite, une société en nom collectif.

Art. 2. La dénomination de la société est MONETIZE ANGELS SERVICES PAY II, S.e.n.c.

Art. 3. La société a pour objet aussi bien au Luxembourg qu'à l'étranger, la mise en place de contrats de vente à distance avec les banques ou établissements financiers afin d'assurer la gestion et la collecte des abonnements pour le compte d'opérateurs prestataires de services sur internet offrant des avantages, services et récompenses à leur membres et d'une manière générale, toutes opérations commerciales, financières, mobilières et immobilières se rapportant directement ou indirectement à cet objet ou pouvant en faciliter la réalisation.

Art. 4. Le siège social de la société est établi à Luxembourg. Il pourra être transféré en tout autre endroit du Grand-Duché de Luxembourg par simple décision des associés.

Art. 5. La société a été constituée pour une durée indéterminée. Elle ne sera pas dissoute par le décès, l'incapacité, l'interdiction, la faillite ou la déconfiture d'un associé.

Art. 6. Le capital social de la société est fixé 1.000 Euros (mille euros) représenté par cent cent) parts sociales de 10 Euros (dix euros) chacune.

Les parts ont été souscrites comme suit:

1) La société Monetize Angels Services SA, préqualifié, 99 parts	990 euros
2) La société Monetize Angels SA, préqualifiée, 1 part	10 euros
Total: 100 parts	1.000 euros

Le capital social a été entièrement libéré et se trouve à la disposition de la société.

Art. 7. Les parts sociales ne peuvent être cédées entre vifs à des non-associés qu'avec l'agrément de tous les associés représentant l'intégralité du capital social.

Elles ne peuvent être transmises pour cause de mort à des non-associés que moyennant l'agrément de tous les associés survivants.

En cas de cession de parts d'un associé, les associés restants ont un droit de préemption au prorata des parts en leur possession.

Titre II. Administration - Assemblée Générale

Art. 8. La société est gérée par un ou plusieurs gérants, dont les pouvoirs sont fixés par l'assemblée des associés qui procède à leur nomination.

A moins que l'assemblée des associés n'en dispose autrement, le ou les gérants ont vis-à-vis des tiers les pouvoirs les plus étendus pour agir au nom de la société en toutes circonstances et pour accomplir tous les actes nécessaires ou utiles à l'accomplissement de son objet social.

Art. 9. Chaque part sociale donne droit à une voix dans les décisions collectives à prendre en assemblée générale.

Dans tous les cas où la loi ou les présents statuts ne prévoient une majorité plus grande, toutes les décisions, y compris celles concernant la nomination, la révocation ou le remplacement d'un gérant, sont prises à la majorité simple.

Titre III. Année sociale - Répartition des bénéfices

Art. 10. L'exercice social commence le premier janvier et finit le trente et un décembre de chaque année. Par dérogation, le premier exercice social commence à la date de la constitution et finit le trente et un décembre 2015.

Art. 11. Chaque année, au trente et un décembre, il sera dressé par la gérance un inventaire ainsi que le bilan et le compte de profits et pertes.

Le bénéfice net, déduction faite de tous les frais généraux et des amortissements, est à la disposition de l'assemblée générale des associés qui décidera de l'affectation du bénéfice net de la société.

Disposition Générale

Art. 12. Pour tous les points non prévus aux présents statuts, les parties déclarent se référer à la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée.

Evaluation des Frais

Art. 13. Le montant des frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge en raison de sa constitution s'élèvent approximativement à la somme de 500 (cinq cents) Euros.

Assemblée générale extraordinaire

Et aussitôt les associées, représentant l'intégralité du capital social et se considérant comme dûment convoquées, ont tenu une assemblée générale extraordinaire et ont pris les résolutions suivantes:

1. Monsieur Jonathan DUQUENNE, né le 08 janvier 1973 à LILLE (59) demeurant professionnellement 241 route de Longwy L-1941 Luxembourg est nommé gérant de la société pour une durée indéterminée.

2. Le siège social est fixé au 241 route de Longwy L-1941 Luxembourg

Fait à Luxembourg, le 20 juillet 2015.

Paul CHARREAU

Mandataire

Référence de publication: 2015133133/72.

(150143269) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Monetize Angels Services Pay III, S.e.n.c., Société en nom collectif.

Siège social: L-1941 Luxembourg, 241, route de Longwy.

R.C.S. Luxembourg B 199.005.

STATUTS

Entre les soussignés

1. La société Monetize Angels Services SA, ayant son siège au 241 route de Longwy L-1941 Luxembourg, inscrite au RCS Luxembourg B194 410

2. La société Monetize Angels SA, ayant son siège au 241 route de Longwy L- 1941 Luxembourg, inscrite au RCS Luxembourg B 186 288

il a été constitué en date du 20 juillet 2015 une société en nom collectif dont les statuts ont été arrêtés comme suit.

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

Art. 1^{er} . Il est formé entre les constituants et tous ceux qui pourraient devenir associés par la suite, une société en nom collectif.

Art. 2. La dénomination de la société est MONETIZE ANGELS SERVICES PAY III, S.e.n.c.

Art. 3. La société a pour objet aussi bien au Luxembourg qu'à l'étranger, la mise en place de contrats de vente à distance avec les banques ou établissements financiers afin d'assurer la gestion et la collecte des abonnements pour le compte d'opérateurs prestataires de services sur internet offrant des avantages, services et récompenses à leur membres et d'une manière générale, toutes opérations commerciales, financières, mobilières et immobilières se rapportant directement ou indirectement à cet objet ou pouvant en faciliter la réalisation.

Art. 4. Le siège social de la société est établi à Luxembourg. Il pourra être transféré en tout autre endroit du Grand-Duché de Luxembourg par simple décision des associés.

Art. 5. La société a été constituée pour une durée indéterminée. Elle ne sera pas dissoute par le décès, l'incapacité, l'interdiction, la faillite ou la déconfiture d'un associé.

Art. 6. Le capital social de la société est fixé 1.000 Euros (mille euros) représenté par cent cent) parts sociales de 10 Euros (dix euros) chacune.

Les parts ont été souscrites comme suit:

1) La société Monetize Angels Services SA, préqualifié, 99 parts	990 euros
2) La société Monetize Angels SA, préqualifiée, 1 part	10 euros
Total: 100 parts	1.000 euros

Le capital social a été entièrement libéré et se trouve à la disposition de la société.

Art. 7. Les parts sociales ne peuvent être cédées entre vifs à des non-associés qu'avec l'agrément de tous les associés représentant l'intégralité du capital social.

Elles ne peuvent être transmises pour cause de mort à des non-associés que moyennant l'agrément de tous les associés survivants.

En cas de cession de parts d'un associé, les associés restants ont un droit de préemption au prorata des parts en leur possession.

Titre II. Administration - Assemblée Générale

Art. 8. La société est gérée par un ou plusieurs gérants, dont les pouvoirs sont fixés par l'assemblée des associés qui procède à leur nomination.

A moins que l'assemblée des associés n'en dispose autrement, le ou les gérants ont vis-à-vis des tiers les pouvoirs les plus étendus pour agir au nom de la société en toutes circonstances et pour accomplir tous les actes nécessaires ou utiles à l'accomplissement de son objet social.

Art. 9. Chaque part sociale donne droit à une voix dans les décisions collectives à prendre en assemblée générale.

Dans tous les cas où la loi ou les présents statuts ne prévoient une majorité plus grande, toutes les décisions, y compris celles concernant la nomination, la révocation ou le remplacement d'un gérant, sont prises à la majorité simple.

Titre III. Année sociale - Répartition des bénéfices

Art. 10. L'exercice social commence le premier janvier et finit le trente et un décembre de chaque année. Par dérogation, le premier exercice social commence à la date de la constitution et finit le trente et un décembre 2015.

Art. 11. Chaque année, au trente et un décembre, il sera dressé par la gérance un inventaire ainsi que le bilan et le compte de profits et pertes.

Le bénéfice net, déduction faite de tous les frais généraux et des amortissements, est à la disposition de l'assemblée générale des associés qui décidera de l'affectation du bénéfice net de la société.

Disposition Générale

Art. 12. Pour tous les points non prévus aux présents statuts, les parties déclarent se référer à la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée.

Evaluation des Frais

Art. 13. Le montant des frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge en raison de sa constitution s'élèvent approximativement à la somme de 500 (cinq cents) Euros.

Assemblée générale extraordinaire

Et aussitôt les associées, représentant l'intégralité du capital social et se considérant comme dûment convoquées, ont tenu une assemblée générale extraordinaire et ont pris les résolutions suivantes:

1. Monsieur Jonathan DUQUENNE, né le 08 janvier 1973 à LILLE (59) demeurant professionnellement 241 route de Longwy L-1941 Luxembourg est nommé gérant de la société pour une durée indéterminée.

2. Le siège social est fixé au 241 route de Longwy L-1941 Luxembourg

Fait à Luxembourg, le 20 juillet 2015.

Paul CHARREAU

Mandataire

Référence de publication: 2015133134/72.

(150144182) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Monetize Angels Services Pay IV, S.e.n.c., Société en nom collectif.

Siège social: L-1941 Luxembourg, 241, route de Longwy.

R.C.S. Luxembourg B 199.010.

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STATUTS

Entre les soussignés

1. La société Monetize Angels Services SA, ayant son siège au 241 route de Longwy L-1941 Luxembourg, inscrite au RCS Luxembourg B194 410

2. La société Monetize Angels SA, ayant son siège au 241 route de Longwy L-1941 Luxembourg, inscrite au RCS Luxembourg B 186 288

il a été constitué en date du 20 juillet 2015 une société en nom collectif dont les statuts ont été arrêtés comme suit.

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

Art. 1^{er}. Il est formé entre les constituants et tous ceux qui pourraient devenir associés par la suite, une société en nom collectif.

Art. 2. La dénomination de la société est MONETIZE ANGELS SERVICES PAY IV, S.e.n.c.

Art. 3. La société a pour objet aussi bien au Luxembourg qu'à l'étranger, la mise en place de contrats de vente à distance avec les banques ou établissements financiers afin d'assurer la gestion et la collecte des abonnements pour le compte d'opérateurs prestataires de services sur internet offrant des avantages, services et récompenses à leur membres et d'une manière générale, toutes opérations commerciales, financières, mobilières et immobilières se rapportant directement ou indirectement à cet objet ou pouvant en faciliter la réalisation.

Art. 4. Le siège social de la société est établi à Luxembourg. Il pourra être transféré en tout autre endroit du Grand-Duché de Luxembourg par simple décision des associés.

Art. 5. La société a été constituée pour une durée indéterminée. Elle ne sera pas dissoute par le décès, l'incapacité, l'interdiction, la faillite ou la déconfiture d'un associé.

Art. 6. Le capital social de la société est fixé 1.000 Euros (mille euros) représenté par cent cent) parts sociales de 10 Euros (dix euros) chacune.

Les parts ont été souscrites comme suit:

1) La société Monetize Angels Services SA, préqualifié, 99 parts	990 euros
2) La société Monetize Angels SA, préqualifiée, 1 part	<u>10 euros</u>
Total: 100 parts	1.000 euros

Le capital social a été entièrement libéré et se trouve à la disposition de la société.

Art. 7. Les parts sociales ne peuvent être cédées entre vifs à des non-associés qu'avec l'agrément de tous les associés représentant l'intégralité du capital social.

Elles ne peuvent être transmises pour cause de mort à des non-associés que moyennant l'agrément de tous les associés survivants.

En cas de cession de parts d'un associé, les associés restants ont un droit de préemption au prorata des parts en leur possession.

Titre II. Administration - Assemblée Générale

Art. 8. La société est gérée par un ou plusieurs gérants, dont les pouvoirs sont fixés par l'assemblée des associés qui procède à leur nomination.

A moins que l'assemblée des associés n'en dispose autrement, le ou les gérants ont vis-à-vis des tiers les pouvoirs les plus étendus pour agir au nom de la société en toutes circonstances et pour accomplir tous les actes nécessaires ou utiles à l'accomplissement de son objet social.

Art. 9. Chaque part sociale donne droit à une voix dans les décisions collectives à prendre en assemblée générale.

Dans tous les cas où la loi ou les présents statuts ne prévoient une majorité plus grande, toutes les décisions, y compris celles concernant la nomination, la révocation ou le remplacement d'un gérant, sont prises à la majorité simple.

Titre III. Année sociale - Répartition des bénéfices

Art. 10. L'exercice social commence le premier janvier et finit le trente et un décembre de chaque année. Par dérogation, le premier exercice social commence à la date de la constitution et finit le trente et un décembre 2015.

Art. 11. Chaque année, au trente et un décembre, il sera dressé par la gérance un inventaire ainsi que le bilan et le compte de profits et pertes.

Le bénéfice net, déduction faite de tous les frais généraux et des amortissements, est à la disposition de l'assemblée générale des associés qui décidera de l'affectation du bénéfice net de la société.

Disposition Générale

Art. 12. Pour tous les points non prévus aux présents statuts, les parties déclarent se référer à la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée.

Evaluation des Frais

Art. 13. Le montant des frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge en raison de sa constitution s'élèvent approximativement à la somme de 500 (cinq cents) Euros.

Assemblée générale extraordinaire

Et aussitôt les associées, représentant l'intégralité du capital social et se considérant comme dûment convoquées, ont tenu une assemblée générale extraordinaire et ont pris les résolutions suivantes:

Monsieur Jonathan DUQUENNE, né le 08 janvier 1973 à LILLE (59) demeurant professionnellement 241 route de Longwy L-1941 Luxembourg est nommé gérant de la société pour une durée indéterminée.

Le siège social est fixé au 241 route de Longwy L-1941 Luxembourg

Fait à Luxembourg, le 20 juillet 2015.

Paul CHARREAU

Mandataire

Référence de publication: 2015133135/72.

(150144181) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Molson Coors Lux 1, Société à responsabilité limitée.

Siège social: L-2520 Luxembourg, 21-25, allée Scheffer.

R.C.S. Luxembourg B 168.671.

Extrait des décisions prises par l'actionnaire unique de la Société du 31 juillet 2015

Le 31 Juillet 2015, l'actionnaire unique de Molson Coors Lux 1 a pris les résolutions suivantes:

- D'accepter la démission de Mr. David Dion en qualité de Gérant B de la Société avec effet au 6 Juillet 2015;
- De nommer Mr. Julien Ansay, ayant son adresse professionnelle à 2-8 Avenue Charles de Gaulle, L-1653 Luxembourg, en qualité de Gérant B de la Société avec effet au 6 Juillet 2015, pour une durée indéterminée et avec pouvoir de signature conjoint avec n'importe quel Gérant A de la Société.

Luxembourg, le 31 Juillet 2015.

Luxembourg Corporation Company SA

Signatures

Un mandataire

Référence de publication: 2015133129/17.

(150143184) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Molson Coors European Finance Company, Société à responsabilité limitée.

Siège social: L-2520 Luxembourg, 21-25, allée Scheffer.

R.C.S. Luxembourg B 168.466.

Extrait des décisions prises par l'actionnaire unique de la Société du 31 juillet 2015

Le 31 Juillet 2015, l'actionnaire unique de Molson Coors European Finance Company a pris les résolutions suivantes:

- D'accepter la démission de Mr. David Dion en qualité de Gérant B de la Société avec effet au 6 Juillet 2015;

- De nommer Mr. Julien Ansay, ayant son adresse professionnelle à 2-8 Avenue Charles de Gaulle, L-1653 Luxembourg, en qualité de Gérant B de la Société avec effet au 6 Juillet 2015, pour une durée indéterminée et avec pouvoir de signature conjoint avec n'importe quel Gérant A de la Société.

Luxembourg, le 31 Juillet 2015.

Luxembourg Corporation Company SA

Signatures

Un mandataire

Référence de publication: 2015133128/17.

(150143176) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

MKC Alpha S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1528 Luxembourg, 1, boulevard de la Foire.

R.C.S. Luxembourg B 186.168.

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: 2015133125/9.

(150143324) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2015.

Espace Strassen S.A., Société Anonyme.

Siège social: L-5244 Sandweiler, 2B, Ennert dem Bierg.

R.C.S. Luxembourg B 183.955.

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: 2015127276/10.

(150136239) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 juillet 2015.

Dose S.A., Société Anonyme.

Siège social: L-2227 Luxembourg, 11, avenue de la Porte Neuve.

R.C.S. Luxembourg B 85.188.

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: 2015127261/10.

(150136175) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 juillet 2015.

Artisia S.A., Société Anonyme.

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

R.C.S. Luxembourg B 125.327.

Extrait des résolutions du Conseil d'Administration prises en date du 23 juillet 2015

Première résolution

Afin de se conformer aux dispositions de la loi de 28 juillet 2014, le Conseil d'Administration décide de nommer HRT Fidalux SA., une société anonyme de droit luxembourgeois ayant son siège social au 163, rue du Kiem, L-8030 Strassen, inscrite au Registre de Commerce et des Sociétés de et à Luxembourg, sous le numéro B 41178, en qualité de dépositaire.

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

Pour ARTISIA S.A.

Référence de publication: 2015131418/14.

(150142677) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 août 2015.
