MEMORIAL
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MEMORIAL
Amtsblatt des Großherzogtums Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 3198 26 novembre 2015

SOMMAIRE

Solage International S.A., Société Anonyme.

Siège social: L-1219 Luxembourg, 17, rue Beaumont.

R.C.S. Luxembourg B 69.608.

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Messieurs les Actionnaires sont priés d'assister à

l'ASSEMBLÉE GÉNÉRALE ORDINAIRE

des Actionnaires qui aura lieu au siège social de la société à Luxembourg, 17 rue Beaumont L-1219, le *18 décembre 2015* à 10 heures, pour délibérer sur l'ordre du jour suivant :

Ordre du jour:

1. Rapport du Conseil d'Administration et son approbation.
2. Lecture du rapport du Commissaire aux comptes.
3. Approbation des bilans, comptes de pertes et profits et affectation des résultats au 31 décembre 2014.
4. Décision à prendre quant à l'article 100 de la loi sur les sociétés commerciales.
5. Décharge aux administrateurs et au commissaire.
6. Divers

SOLAGE INTERNATIONAL S.A.

Référence de publication: 2015186725/18.

CompAM FUND, Société d'Investissement à Capital Variable.

Siège social: L-1855 Luxembourg, 49, avenue J.F. Kennedy.

R.C.S. Luxembourg B 92.095.

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In the year two thousand and fifteen, on the day of twenty-fifth day of September.

Before us Maître Henri HELLINCKX, notary residing in Luxembourg

Was held

an extraordinary general meeting of shareholders (the "EGM") of CompAM Fund SICAV (the "Fund"), a public limited company with registered office in Luxembourg qualifying as an investment company with variable share capital within the meaning of the law of 17 December 2010 on undertakings for collective investment, incorporated by a deed of Maître Henri HELLINCKX, notary residing in Luxembourg, dated 28 February 2003, published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial") number 366 dated 4 April 2003. The articles of incorporation of the Fund have been amended for the last time by a notarial deed of Maître Henri Hellinckx, notary residing in Luxembourg, dated 9 November 2011 and published in the Mémorial, number 2924 of 30 November 2011.

The EGM was opened at 11.15 a.m. under the chairmanship of Marie-Helene Iagnemma, employee, professionally residing in Luxembourg.

The chairman appointed as secretary Duc Phung, Minh, employee, professionally residing in Luxembourg.

The EGM elected as scrutineer Silvano Del Rosso, employee, professionally residing in Luxembourg.

After the constitution of the board of the EGM, the chairman declared and requested the notary to record that:

I. The names of the shareholders present at the EGM or duly represented by proxy, the proxies of the shareholders represented, as well as the number of shares held by each shareholder, are set forth on the attendance list, signed by the shareholders present, the proxies of the shareholders represented, the members of the board of the EGM and the notary. The aforesaid list shall be attached to the present deed and registered therewith. The proxies given shall be initialled "ne varietur" by the members of the board of the EGM and by the notary and shall be attached in the same way to this document and registered therewith.

II. The first extraordinary general meeting of the Fund (the "First EGM") convened for 20 August 2015, could not validly deliberate with regards to items 1 and 2 of the agenda (which was so far identical to the agenda of the present EGM) for lack of quorum. The present EGM has been duly reconvened by notices to the shareholders published in the Mémorial C, Recueil des Sociétés et Associations, the Luxembourger Wort, the Tageblatt on August 24 August 2015 and 9 September 2015 and in the Corriere della Sera on 24 August 2015.

III. As appears from the attendance list, out of 1,185,787 shares in issue, 8,468 shares are present or represented at the present EGM.

According to article 67 and 67-1 of the law of 10 August 1915 on commercial companies, as amended from time to time, the present EGM is authorized to take resolutions whatever the proportion of the present or represented capital may be.

Consequently the quorum requirements are met and the present EGM is duly constituted and can therefore validly deliberate on the following mentioned items of the agenda.

IV. The resolution on each item of the agenda has to be passed by the affirmative vote of at least two thirds (2/3) of the votes cast at the present EGM.

V. The agenda of the present EGM is the following:

Agenda

1. Removal of the possibility for the Fund to issue bearer shares and subsequent amendment of articles 7, 23 and 28 of the articles of incorporation of the Fund (the "Articles"); and

2. Amendment of the ownership restrictions of the Fund in the sense that only FATCA Eligible Investors are entitled to become Shareholder and/or beneficial owner of the Shares of the Fund and subsequent amendment of articles 5 and 11 of the Articles.

Then the EGM with 144 votes for 0 vote against and 8,324 abstentions takes the following resolutions:

First Resolution

The shareholders of the Fund (the "Shareholders") RESOLVE to delete the first sub-paragraph of Article 7.1 of the Articles and to replace such subparagraph by the following sub-paragraph:

"The shares of the Company are in registered form."

The Shareholders RESOLVE to delete the fourth and fifth subparagraphs of Article 7.1 of the Articles.

The Shareholders RESOLVE to delete the first sentence of Article 7.2 of the Articles.

The Shareholders RESOLVE to delete the last sentence of Article 7.6 of the Articles.

The Shareholders RESOLVE to delete the last sub-paragraph of Article 23.7 of the Articles.

The Shareholders RESOLVE to delete in Article 23.8 of the Articles the part of the sentence "all Shares are in registered form and if". The aforementioned paragraph will be read as follows:

"If all Shares are in registered form and if no publications are made, notices to Shareholders may be mailed by registered mail only."

The Shareholders RESOLVE to delete the last sub-paragraph of Article 23.9 of the Articles.

The Shareholders RESOLVE to delete the second sentence of Article 28.3 of the Articles.

Second Resolution

The Shareholders RESOLVE to delete the definition of "Designated Person" in Article 5 of the Articles.

The Shareholders RESOLVE to add the following definition of "FATCA Eligible Investor" to Article 5 of the Articles:

"FATCA Eligible Investor" means exempt Beneficial Owners, Active Non-Financial Foreign Entities, US Persons (within the meaning of FATCA) that are not Specified US Persons or Financial Institutions that are not Nonparticipating Financial Institutions, as each defined by the Intergovernmental agreement concluded between Luxembourg and the United States of America on 28 March 2014 to improve international tax compliance and with respect to FATCA."

The Shareholders RESOLVE to delete the definition of "U.S. Person" in Article 5 of the Articles.

The Shareholders RESOLVE to replace in Articles 11.2 and 11.3 of the Articles the term "U.S. Person or any Designated Person" by "person not qualified as a FATCA Eligible Investor". The aforementioned paragraphs will therefore be read as follows:

" **11.2.** Specifically, but without limitation, the Company may restrict the ownership of Shares in the Company by any person not qualified as a FATCA Eligible Investor, and for such purposes the Company may:

11.2.1. decline to issue any Shares and decline to register any transfer of Shares, where it appears to it that such registration or transfer would or might result in the legal or beneficial ownership of such Shares by a person not qualified as a FATCA Eligible Investor; and

11.2.2. 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 person not qualified as a FATCA Eligible Investor, or whether such entry in the register will result in the beneficial ownership of such Shares by a person not qualified as a FATCA Eligible Investor; and

11.2.3. decline to accept the vote of any person not qualified as a FATCA Eligible Investor.

11.3. Where it appears to the Company that (i) any person not qualified as a FATCA Eligible Investor either alone or in conjunction with any other person is a beneficial owner of Shares or that (ii) the aggregate Net Asset Value of Shares or the number of Shares held by a Shareholder falls below such value or number of Shares respectively as determined by the Board of Directors of the Company, or (iii) where in exceptional circumstances the Board of Directors determines that a compulsory redemption is in the interest of the other Shareholders, the Company may compulsorily redeem or cause to be redeemed from any such Shareholder all Shares held by such Shareholder in the following manner:"

There being no further item on the Agenda, the EGM is closed.

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

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 EGM, the members of the board of the EGM, all of whom are known to the notary by their names, family names, civil status and residences, signed together with us, the notary, the present original deed, no shareholder expressing the wish to sign.

Signé: M.-H. IAGNEMMA, M. D. PHUNG, S. DEL ROSSO et H. HELLINCKX.

Enregistré à Luxembourg Actes Civils 1, le 2 octobre 2015. Relation: 1LAC/2015/31669. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): P. MOLLING.

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

Luxembourg, le 13 octobre 2015.

Référence de publication: 2015168242/105.

(150186118) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 octobre 2015.

Solage International S.A., Société Anonyme.

Siège social: L-1219 Luxembourg, 17, rue Beaumont.

R.C.S. Luxembourg B 69.608.

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Messieurs les Actionnaires sont priés d'assister à

l'ASSEMBLÉE GÉNÉRALE EXTRAORDINAIRE

des Actionnaires qui aura lieu pardevant Maître Jean SECKLER, notaire de résidence à JUNGLINSTER au siège social de la société à Luxembourg, 17 rue Beaumont L-1219, le *18 décembre 2015* à 13 heures, pour délibérer sur l'ordre du jour suivant :

Ordre du jour:

1. Dissolution et mise en liquidation de la société.
2. Nomination d'un liquidateur et détermination de ses pouvoirs.
3. Acceptation de la démission des administrateurs et du commissaire aux comptes.
4. Divers.

SOLAGE INTERNATIONAL S.A.

Référence de publication: 2015186727/17.

Mellow S.A., Société Anonyme.

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

R.C.S. Luxembourg B 74.411.

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Les actionnaires sont priés d'assister à

l'ASSEMBLÉE GÉNÉRALE ORDINAIRE

qui se tiendra le *17 décembre 2015* à 09.00 heures à Luxembourg, 18, rue de l'Eau (1er étage) avec l'ordre du jour suivant :

Ordre du jour:

1. Constatation du report de la date de l'assemblée générale ordinaire et approbation dudit report;
2. Rapport de gestion du conseil d'administration et du commissaire aux comptes;
3. Approbation des bilan et compte de profits et pertes au 31.12.2014 et affectation du résultat;
4. Décharge aux administrateurs et au commissaire aux comptes;
5. Décision à prendre relativement à l'article 100 de la loi modifiée du 10 août 1915 sur les sociétés commerciales;
6. Décision à prendre par les actionnaires de la Société relativement à l'exigibilité des avances consenties à la société par ses actionnaires ;
7. Acceptation de la démission des administrateurs, nomination de nouveaux administrateurs en leur remplacement et décharge ;
8. Acceptation de la démission du commissaire aux comptes, nomination d'un nouveau commissaire aux comptes en son remplacement et décharge ;
9. Transfert du siège social ;
10. Divers.

POUR LE CONSEIL D'ADMINISTRATION

Pour participer à ladite assemblée, les actionnaires déposeront leurs actions, respectivement le certificat de dépôt au bureau de l'assemblée générale, cinq jours francs avant la date de l'assemblée générale.

Le Conseil d'Administration.

Référence de publication: 2015188209/693/28.

Ibos Midco S.A., Société Anonyme.

Siège social: L-1855 Luxembourg, 46A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 200.666.

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STATUTES

In the year two thousand and fifteen, on eighth day of October.

Before Maître Edouard DELOSCH, notary, residing in Diekirch (Grand Duchy of Luxembourg).

There appeared the following:

Ibos Holding S.A., a company having its registered office at L-1855 Luxembourg, 46A, Avenue J.F. Kennedy, registered with the Luxembourg trade and companies' register under section B number 199028, here represented by Vincent van den Brink,private employee, residing professionally in Luxembourg, by virtue of a proxy given under private seal.

The said proxy, initialled "ne varietur" by the appearing party and the notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

Such appearing party, acting in its hereabove stated capacities, has drawn up the following articles of incorporation of a company, which it declared organized:

Art. 1. Name.

1.1 There is hereby established a company in the form of a société anonyme under the name of "Ibos Midco S.A." (hereinafter the "Company").

1.2 The Company may have one shareholder or several shareholders. For so long as the Company has a Sole Shareholder, the Company may be managed by a Sole Director only who does not need to be a shareholder of the Company.

Art. 2. Registered Office.

2.1 The registered office of the Company is established in the City of Luxembourg, Grand Duchy of Luxembourg.

2.2 If the Board of Directors or, as the case may be the Sole Director, determines that extraordinary political, economic, social or military events have occurred or are imminent which would render impossible the normal activities of the Company at its registered office or the communication between such registered 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 Company which, notwithstanding such temporary transfer, shall remain a Luxembourg company.

Art. 3. Duration.

3.1 The Company is established for an unlimited period of time.

Art. 4. Object.

4.1. The purpose of the Company shall be the acquisition of ownership interests, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such ownership interests. The Company may in particular acquire by way of subscription, purchase and exchange or in any other manner any stock, shares and securities of whatever nature, including bonds, debentures, certificates of deposit and other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever. It may participate in the creation, development and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents and other intellectual property rights.

4.2. The Company may borrow in any way form, except by way of public offer. It may issue, by way of private placement only, notes, bonds and debentures and any kind of debt or other equity securities. The Company may lend funds, including the proceeds of any borrowings and/or issues of debt securities to its subsidiaries, affiliated companies or to any other companies which form part of the same group of companies as the Company. It may also give guarantees and grant security interests in favour of third parties to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other companies, which form part of the same group of companies as the Company.

4.3. The Company may further mortgage, pledge, hypothecate, transfer or otherwise encumber all or some of its assets. The Company may generally employ any techniques and utilize any instruments relating to its investments for the purpose of their efficient management, including techniques and instruments designed to protect the Company against credit risk, currency fluctuations risk, interest rate fluctuation risk and other risks.

4.4. The Company may carry out any commercial, financial or industrial operations and any transactions with respect to real estate or movable property.

The Company may carry out any commercial, financial or industrial operations and any transactions, which may be or are conducive to the above-mentioned paragraphs of this Article.

Art. 5. Share Capital.

5.1 The Company's subscribed share capital amounts to thirty-one thousand Euros (EUR 31,000) represented by three million one hundred thousand (3,100,000) shares having a nominal value of one Cent (EUR 0.01) each (the "Shares").

5.2 The subscribed share capital of the Company may at any time be increased or reduced by a resolution of the General Meeting of Shareholders adopted in the manner required for amendment of these Articles of Association, subject to the mandatory provisions of the law of 10 August 1915, as amended, on commercial companies.

Art. 6. Acquisition of own Shares.

6.1 The Company may acquire its own Shares to the extent permitted by law.

6.2 To the extent permitted by Luxembourg law the Board of Directors or as the case may be the Sole Director, is irrevocably authorised and empowered to take any and all steps to execute any and all documents and to do and perform any and all acts for and in the name and on behalf of the Company which may be necessary or advisable in order to effectuate the acquisition of the Shares and the accomplishment and completion of all related action.

Art. 7. Form of Shares.

7.1 All the Shares of the Company may be in registered or bearer form.

In the presence of registered shares, a shareholders' register will be kept at the registered office of the Company. The said register shall state the name of each shareholder, his residence, the number of shares held by him, the amounts paid up on each share, the transfer of shares and the dates of such transfers.

In the presence of bearer shares, a register will be held with one of the depositary expressed by the law, the aforementioned register will express the name of every shareholder, its place of residence, the number of bearer shares detained by him, the transfer of shares and the dates of such transfers, such as expressed by the law of July 28 th , 2014 relative to the immobilization of the bearer shares and to the holding of the register of registered shares and register of bearer shares carrying modification of the law of August 10 th , 1915, modified of August 5 th , 2005 on the contracts of financial guarantee.

7.2 The Company recognises only one single owner per Share. If one or more Shares are jointly owned or if the title of ownership to such Share(s) is divided, split or disputed, all persons claiming a right to such Share(s) have to appoint one single attorney to represent such Share(s) towards the Company. The failure to appoint such attorney implies a suspension of all rights attached to such Share(s).

Art. 8. Board of Directors.

8.1 For so long as the Company has a Sole Shareholder, the Company may be managed by a Sole Director only. Where the Company has more than one shareholder, the Company shall be managed by a board of directors ("Board of Directors") consisting of a minimum of three (3) to a maximum of five (5) directors (the "Directors").

8.2 The number of directors is fixed by the General Meeting of Shareholders.

8.3 The General Meeting of Shareholders may decide to appoint Directors of two different classes, being class A Director (s) and class B Director(s). Any such classification of Directors shall be duly recorded in the minutes of the relevant meeting and the Directors be identified with respect to the class they belong.

8.4 The Directors are to be appointed by the General Meeting of Shareholders for a period not exceeding six (6) years and until their successors are elected.

8.5 Decision to suspend or dismiss a Director must be adopted by the General Meeting of Shareholders with a majority of more than one-half of all voting rights present or represented.

8.6. When a legal person is appointed as a Director of the Company, the legal entity must designate a permanent representative (représentant permanent) in accordance with article 51bis of the Luxembourg act dated 10 August 1915 on commercial companies, as amended.

Art. 9. Meetings of the Board of Directors.

9.1 The Board of Directors shall appoint from among its members a chairman (the "Chairman") at majority for a term of six (6) years, and may choose among its members one or more vice-chairmen. The Board of Directors may also choose a secretary (the "Secretary"), who need not be a Director and who may be instructed to keep the minutes of the Meetings of the Board of Directors as well as to carry out such administrative and other duties as directed from time to time by the Board of Directors.

9.2 The Board of Directors shall meet upon call by the Chairman, or any two Directors, at the place and time indicated in the notice of meeting, the person(s) convening the meeting setting the agenda. Written notice of any Meeting of the Board of Directors shall be given to all Directors at least five (5) calendar days in advance of the hour set for such meeting, except in circumstances of emergency where twenty-four (24) hours prior notice shall suffice which shall duly set out the reason for the urgency. This notice may be waived, either prospectively or retrospectively, by the consent in writing or by telegram or telex or telefax of each director. Separate notice shall not be required for meetings held at times and places

described in a schedule previously adopted by resolution of the Board of Directors. Without prejudice of Articles 9.6 and 9.7, meetings of the Board of Directors shall be held in the European Union.

9.3 Any Director may act at any meeting of the Board of Directors by appointing in writing or by telegram, telefax, telex another Director as his proxy. A Director may not represent more than one of his colleagues.

9.4 The Board of Directors may act validly and validly adopt resolutions only if at least a majority of the Directors are present or represented at a Meeting of the Board of Directors. In the event however the General Meeting of Shareholders has appointed different classes of Directors (namely class A Directors and class B Directors) any resolutions of the Board of Directors may only be validly taken if approved by the majority of Directors including at least one class A and one class B Director (which may be represented). If a quorum is not obtained the Directors present may adjourn the meeting to a venue and at a time no later than five (5) calendar days after a notice of the adjourned meeting is given.

9.5 The Directors may participate in a Meeting of the Board of Directors 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.

9.6 Notwithstanding the foregoing, a resolution of the Board of Directors may also be passed by unanimous consent in writing which may consist of one or several documents containing the resolutions and signed by each and every Director. The date of such a resolution shall be the date of the last signature.

9.7 The resolutions passed by the Sole Director shall be vested with the same authority as the resolutions passed by the Board and are documented by written minutes signed by the Sole Director.

Art. 10. Minutes of Meetings of the Board of Directors.

10.1 The minutes of any Meeting of the Board of Directors shall be signed by the Chairman.

10.2 Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise shall be signed by the Chairman.

Art. 11. Powers of the Board of Directors.

11.1 The Directors may only act at duly convened Meetings of the Board of Directors or by written consent in accordance with Article 9 hereof.

11.2 The Board of Directors or the Sole Director, as the case may be, is vested with the broadest powers to perform all acts of administration and disposition in the Company's interests and within the objectives and purposes of the Company. All powers not expressly reserved by law or by these Articles of Association to the General Meeting of Shareholders fall within the competence of the Board of Directors or the Sole Director, as the case may be.

Art. 12. Corporate Signature.

12.1 Vis-à-vis third parties, the Company is validly bound in the case of a sole director, by the sole signature of the Sole Director, or by the joint signature of any two Directors of the Company, or by the signature(s) of any other person(s) to whom authority has been delegated by the Board of Directors by means of an unanimous decision of the Board of Directors.

12.2 In the event the General Meeting of Shareholders has appointed different classes of Directors (namely class A Directors and class B Directors) the Company will only be validly bound by the joint signature of two Directors, one of whom shall be a class A Director and one class B Director (including by way of representation).

Art. 13. Delegation of Powers.

13.1 The Board of Directors may generally or from time to time delegate the power to conduct the daily management of the Company as well as the representation of the Company in relation to such management as provided for by article 60 of the law of 10 August 1915, as amended, on commercial companies to an executive or other committee or committees whether formed from among its own members or not, or to one or more Directors, managers or other agents who may act individually or jointly. The Board of Directors shall determine the scope of the powers, the conditions for withdrawal and the remuneration attached to these delegations of authority including the authority to sub-delegate.

Art. 14. Conflict of Interest.

14.1 In case of a conflict of interest of a Director, it being understood that the mere fact that the Director serves as a director of a Shareholder or of an associated company of a Shareholder shall not constitute a conflict of interest, such Director must inform the Board of Directors of any conflict and may not take part in the vote. A director having a conflict on any item on the agenda must declare this conflict to the Chairman before the meeting is called to order.

14.2 Any Director having a conflict due to a personal interest in a transaction submitted for approval to the Board of Directors conflicting with that of the Company, shall be obliged to inform the board thereof and to cause a record of his statement to be included in the minutes of the meeting. He may not take part in the business of the meeting. At the following General Meeting of Shareholders, before any other resolution to be voted on, a special report shall be made on any transactions in which any of the Directors may have a personal interest conflicting with that of the Company.

Art. 15. General Meeting of Shareholders. General Meeting of Shareholders

15.1 The General Meeting of Shareholders shall represent the entire body of shareholders of the Company (the “General Meeting of Shareholders” or “General Meeting”).

15.2 It has the powers conferred upon it by the Luxembourg Company Law.

Notice, Place of Meetings, Decisions without a Formal Meeting

15.3 The General Meeting of Shareholders shall meet in Luxembourg upon call by the Board of Directors or the Sole Director, as the case may be. Shareholders representing one tenth of the subscribed share capital may, in compliance with the law of 10 August 1915, as amended, on commercial companies, request the Board of Directors or the Sole Director, as the case may be to call a General Meeting of Shareholders.

15.4 The annual General Meeting shall be held in Luxembourg in accordance with Luxembourg law at the registered office of the Company or at such other place as specified in the notice of the meeting, on the 20 th day in the month of May, at 11:00 a.m. If such day is a legal or a bank holiday in Luxembourg, the annual General Meeting shall be held on the following Business Day in Luxembourg.

15.5 Other General Meetings of Shareholders may be held at such places and times as may be specified in the respective convening notice.

15.6 Convening notice for every General Meetings of Shareholders shall contain the agenda and shall take the form of announcements published twice, with a minimum interval of eight days, and eight days before the meeting, in the Memorial and in a Luxembourg newspaper.

Notices by mail shall be sent eight days before the meeting to registered shareholders, but no proof need to be given that this formality has been complied with.

Where all the shares are in registered form, the convening notice may be made only be registered letters.

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

15.8 The General Meeting of Shareholders shall appoint a chairman and be chaired by the chairman who shall preside over the meeting. The General Meeting shall also appoint a secretary who shall be charged with keeping minutes of the meeting and a scrutineer. The minutes shall be in English and adopted as evidence thereof and be signed by the Chairman and the Secretary of such meeting or by the next meeting.

15.9 All General Meetings of Shareholders shall be conducted in English.

15.10 The Shareholders may not decide on subjects that were not listed on the agenda (which shall include all matters required by law) and business incidental to such matters, unless all Shareholders are present or represented at the meeting.

Voting Rights

15.11 Each Share is entitled to one vote at all General Meetings of Shareholders. Blank votes are considered null and void.

15.12 A Shareholder may act at any General Meeting of Shareholders by giving a written proxy to another person, who need not be a shareholder.

15.13 Unless otherwise provided by law or by these Articles of Association, resolutions of the General Meeting are passed by a majority of total votes of the Shares held by the Shareholders entitled to vote on the resolution.

Art. 16. Auditors.

16.1 The operations of the Company shall be supervised by one or several statutory auditors, which may be shareholders or not. The General Meeting of Shareholders shall appoint the statutory auditors and shall determine their number, remuneration and term of office which may not exceed six years. Their term of office may not exceed six (6) years.

Art. 17. Financial Year.

17.1 The financial year of the Company shall commence on the first of January and shall terminate on the thirty-first of December of each year.

17.2 The Board of Directors or the Sole Director, as the case may be, shall prepare annual accounts in accordance with the requirements of Luxembourg law and accounting practice.

17.3 The Company shall ensure that the annual accounts, the annual report and the information to be added pursuant to the law of 10 August 1915, as amended, shall be available at its registered office from the day on which the General Meeting at which they are to be discussed and, if appropriate, adopted is convened.

17.4 The Annual General Meeting shall adopt the annual accounts.

Art. 18. Dividend Distributions and Distributions out of Reserve Accounts.

18.1 The credit balance of the profit and loss account, after deduction of the expenses, costs, amortisation, charges and provisions represent the net profit of the Company.

18.2 Every year 5 percent of the net profit will be transferred to the legal reserve until this reserve amounts to 10 percent of the share capital

18.3 The credit balance free for distribution after the deduction as per Article 18.2 above is attributed to the shareholders.

18.4 Subject to the conditions laid down in Article 72-2 of the Law of 10 August 1915, the Board of Directors or the Sole Director, as the case may be, may pay out an advance payment on dividends.

Art. 19. Dissolution and liquidation of the Company.

19.1 The Company may be dissolved pursuant to a resolution of the General Meeting of Shareholders to that effect, which requires a two-thirds majority of all the votes cast in a meeting where at least half of the issued share capital is present or represented.

19.2 The Board of Directors or the Sole Director, as the case may be, shall be charged with the liquidation provided that the General Meeting of Shareholders shall be authorised to assign the liquidation to one or more liquidators in place of the Board of Directors or the Sole Director, as the case may be.

19.3 To the extent possible, these Articles of Association shall remain in effect during the liquidation.

19.4 No distribution upon liquidation may be made to the company in respect of shares held by it.

19.5 After the liquidation has been completed, the books and records of the company shall be kept for the period prescribed by law by the person appointed for that purpose in the resolution of the General Meeting to dissolve the company. Where the General Meeting has not appointed such person, the liquidators shall do so.

Art. 20. Amendments to the Articles of Incorporation.

20.1 The present Articles of Association may be amended from time to time by a General Meeting of Shareholders under the quorum and majority requirements provided for by the law of 10 August 1915, as amended, on commercial companies.

Art. 21. Applicable Law.

21.1 All matters not governed by these articles of incorporation shall be determined in accordance with the law of 10 August 1915, as amended, on commercial companies.

Art. 22. Language.

22.1 The present articles of incorporation are worded in English followed by a French version. In case of divergence between the English and the French text, the English version shall prevail.

Statement

The undersigned notary states that the conditions provided for in Article 26 of the law of August 10, 1915 on commercial companies, as amended, have been observed.

Subscription and payment

The articles of incorporation of the Company having thus been drawn up by the appearing party, this party has subscribed for the number of shares and have paid in cash the amounts mentioned hereafter:

Shareholder	Subscribed capital	Number of Shares	Amount paid in
Ibos Holding S.A. prenamed	EUR 31,000	3,100,000	EUR 31,000
Total	EUR 31,000	3,100,000	EUR 31,000

Proof of all such payments has been given to the undersigned notary who states that the conditions provided for in article 26 of the law of August 10 th , 1915 on commercial companies, as amended, have been observed.

Expenses

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of its formation are estimated at approximately EUR 1,200.- (one thousand tow hundred Euros).

Transitory Provisions

The first financial year will begin on the date of formation of the Company and will end on the last day of December 2015. The first annual General Meeting of Shareholders will thus be held in the year 2016.

Resolution of the sole shareholder

The above named party, representing the entire subscribed capital has immediately taken the following resolutions:

1. Resolved to set at one the number of Directors and further resolved to elect the following as Director for a period ending at the annual General Meeting of Shareholders having to approve the accounts as at 31 st December 2015:

- Mr Fabrice Stéphane Rota, born in Mont Saint-Martin (France) on 19 February 1975, and residing professionally at 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

2. The registered office shall be at 46A, Avenue J.F. Kennedy, L-1855 Luxembourg.

3. Resolved to elect EQ Audit S.à r.l., a private limited liability company (société à responsabilité limitée) having its registered office at 2, rue J. Hackin, L-1746 Luxembourg, Luxembourg, registered with the Luxembourg Register of Trade and Companies (R.C.S. Luxembourg) under number B124782, with a share capital of EUR 12,500, as supervisory auditor (Commissaire aux Comptes) for a period ending at the annual General Meeting of Shareholders having to approve the accounts as at 31 December 2015.

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

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

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

Suit la traduction française du texte qui précède

L'an deux mille quinze, le huitième jour du mois d'Octobre.

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

A COMPARU

Ibos Holding S.A.., société constituée selon les lois du Grand-Duché de Luxembourg ayant son siège social à 46A, Avenue John F. Kennedy, L-1855 Luxembourg, immatriculée au registre de commerce et des sociétés de Luxembourg section B sous le numéro 199028, ici représentée par Vincent van den Brink, employé privé, demeurant professionnellement à Luxembourg, en vertu d'une procuration donnée sous seing privé.La procuration signée "ne varietur" par la partie comparante et par le notaire soussigné restera annexée au présent acte pour être soumise avec lui aux formalités de l'enregistrement.

Laquelle comparante agissant en sa capacité exposée ci-dessus, a arrêté ainsi qu'il suit les statuts d'une société anonyme qu'elle déclare constituer:

Art. 1 er . Dénomination sociale.

1.1 Il est formé par les présentes une société anonyme qui adopte la dénomination «Ibos Midco S.A..» (ci-après la «Société»).

1.2 La Société peut avoir un actionnaire unique ou plusieurs actionnaires. Tant que la Société n'a qu'un actionnaire unique, la Société peut être administrée par un administrateur unique qui ne doit pas être obligatoirement actionnaire de la Société.

Art. 2. Siège social.

2.1 Le siège social de la Société est établi dans la Ville de Luxembourg, Grand-Duché de Luxembourg.

2.2 Au cas où le Conseil d'Administration ou l'Administrateur Unique selon le cas, estimerait que des événements extraordinaires d'ordre politique, économique, militaire ou social compromettent l'activité normale de la Société au siège social ou la communication aisée avec ce siège ou entre ce siège et des personnes à l'étranger ou que de tels événements sont imminents, il pourra transférer temporairement le siège social à l'étranger jusqu'à cessation complète de ces circonstances anormales; ces mesures provisoires n'auront aucun effet sur la nationalité de la Société, laquelle, nonobstant ce transfert provisoire du siège, demeurera une société de droit luxembourgeois.

Art. 3. Durée.

3.1 La Société est constituée pour une durée illimitée.

Art. 4. Objet social.

4.1 L'objet de la Société est l'acquisition d'intérêts de propriété, au Grand-duché de Luxembourg ou à l'étranger, dans toutes sociétés ou entreprises, sous quelque forme que ce soit ainsi que la gestion de ces intérêts de propriété. La Société peut notamment acquérir par voie de souscription, achat ou échange ou par tout autre moyen toutes valeurs, actions et titres/garanties de quelque nature que ce soit en ce compris les obligations, certificats, certificats de dépôt et tous autres instruments et plus généralement tous titres/garanties, instruments financiers émis par une entité privée ou publique quelle qu'elle soit. La Société peut également participer dans la création, le développement et le contrôle de toute société ou entreprise. Elle peut également investir dans l'acquisition et la gestion d'un portefeuille de brevets et autres droits de propriété intellectuelle.

4.2 La Société peut emprunter sous quelque forme que ce soit sauf par voie d'offre publique. Elle peut procéder, seulement par voie de placement privé, à l'émission de créances et obligations et autres titres représentatifs d'emprunts et/ou de créances négociables. La Société peut prêter des fonds, y compris ceux résultant des emprunts et/ou des émissions d'obligations à ses filiales, sociétés affiliées et sociétés qui font partie du même groupe de sociétés que la Société. Elle peut également consentir des garanties ou des sûretés au profit de tierces personnes afin de garantir ses obligations ou les obligations de ses filiales, sociétés affiliées ou sociétés qui font partie du même groupe de sociétés que la Société.

4.3 La Société peut en outre gager, hypothéquer, céder ou de tout autre manière grever tout ou partie de ses actifs. La Société peut en général employer toutes techniques et utiliser tous instruments en relation avec ses investissements en vue de leur gestion optimale, incluant les techniques et instruments en vue de protéger la société contre les risques de crédit, de fluctuation des devises et des taux d'intérêts et autres risques.

4.4. La Société peut exercer toutes activités commerciales, financières ou industrielles ou effectuer toutes transactions dans le domaine immobilier ou relatives à des bien immobiliers.

La Société peut exercer toutes activités commerciales, financières ou industrielles qui peuvent être ou qui sont conformes aux paragraphes mentionnés ci-dessus dans cet Article.

Art. 5. Capital social.

5.1 La Société a un capital souscrit de trente et un mille Euros (EUR 31.000,-) divisé en trois millions cent mille (3,100,000) actions, ayant une valeur nominale de un Cent (EUR 0.01) chacune (les «Actions»).

5.2 Le capital souscrit de la Société peut à tout moment être augmenté ou réduit par décision de l'Assemblée Générale des Actionnaires statuant comme en matière de modification des présents Statuts, sous réserve des dispositions impératives de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée.

Art. 6. Acquisition d'Actions propres.

6.1 La Société peut racheter ses propres Actions dans les limites établies par la loi.

6.2 Dans les limites établies par la loi luxembourgeoise, le Conseil d'Administration ou l'Administrateur Unique, selon le cas, est irrévocablement autorisé et a les pleins pouvoirs pour prendre toutes les mesures en vue de l'exécution de chaque document et pour accomplir tout acte à la fois au nom et pour le compte de la Société qui seraient nécessaires ou opportuns pour la réalisation de l'acquisition des Actions ainsi que pour l'accomplissement et la bonne fin de tous les actes y relatifs.

Art. 7. Forme des Actions.

7.1 Toutes les Actions de la Société seront sous forme nominative ou au porteur.

En présence d'actions nominatives, un registre des actionnaires sera tenu au siège social de la Société. Ledit registre énoncera le nom de chaque actionnaire, sa résidence, le nombre d'actions détenues par lui, les montants libérés sur chacune des actions, le transfert d'actions et les dates de tels transferts.

En présence d'actions au porteur, un registre sera tenu auprès d'un des dépositaires énoncé par la loi, ledit registre énoncera le nom de chaque actionnaire, sa résidence, le nombre d'actions au porteur détenues par lui, le transfert d'actions et les dates de tels transferts, tel qu'énoncé par la loi du 28 juillet 2014 relative à l'immobilisation des actions et parts au porteur et à la tenue du registre des actions nominatives et du registre des actions au porteur portant modification de la loi du 10 août 1915, modifiée du 5 août 2005 sur les contrats de garantie financière.

7.2 La Société ne reconnaît qu'un seul propriétaire par Action. Si une ou plusieurs Actions sont détenues en indivision ou si le titre de propriété d'une telle Action ou de telles Actions est partagé, divisé ou contesté, toutes les personnes prétendant avoir un droit relatif à cette/ces Action(s) devront désigner un mandataire unique pour représenter cette/ces Action(s) à l'egard de la Société. La non-désignation d'un tel mandataire implique la suspension de tous les droits attachés à cette/ces Action(s).

7.3 La Société ou la personne ou les personnes désignée(s) par la Société pour tenir le registre des Actions tel que décrit au présent article 7 n'est/ne sont pas autorisée(s) à inscrire dans le registre des Actions un transfert opéré en violation des dispositions ou sans le respect dû aux conditions prévues par l'Article 8.

Art. 8. Conseil d'Administration.

8.1 Tant que la Société a un actionnaire unique, la Société peut être administrée par un seul administrateur. Si la Société a plus d'un actionnaire, elle est administrée par un conseil d'administration (le «Conseil d'Administration») composé de trois (3) Administrateurs au moins et cinq (5) au plus (les «Administrateurs»).

8.2 Le nombre des administrateurs est déterminé par l'Assemblée Générale des Actionnaires.

8.3 L'Assemblée Générale des Actionnaires peut décider de nommer des Administrateurs de deux classes différentes, à savoir un ou des Administrateur(s) de la classe A et un ou des Administrateur(s) de la classe B. Toute classification d'Administrateurs doit être dûment enregistrée dans le procès-verbal de l'assemblée concernée et les Administrateurs doivent être identifiés en fonction de la classe à laquelle ils appartiennent.

8.4 Les Administrateurs doivent être nommés par l'Assemblée Générale des Actionnaires pour une durée qui ne peut dépasser six (6) ans, et ils resteront en fonctions jusqu'à ce que leurs successeurs soient élus.

8.5 La décision de suspendre ou de révoquer un Administrateur doit être adoptée par l'Assemblée Générale des Actionnaires à la majorité simple de tous les droits de vote présents ou représentés.

8.6 Lorsqu'une personne morale est nommée Administrateur de la Société, la personne morale doit désigner un représentant permanent qui représentera la personne morale conformément à l'article 51bis de la loi luxembourgeoise datée du 10 août 1915 sur les sociétés commerciales, telle qu'amendée.

Art. 9. Réunions du Conseil d'Administration.

9.1 Le Conseil d'Administration choisit parmi ses membres un président (le «Président») à la majorité pour une durée de six (6) ans et pourra choisir parmi ses membres un ou plusieurs vice-présidents. Le Conseil d'Administration pourra également choisir un secrétaire (le «Secrétaire») qui n'a pas besoin d'être Administrateur et qui pourra être responsable de la tenue des procès-verbaux des réunions du Conseil d'Administration ainsi que de l'exécution de tâches administratives ou autres tel que décidé par le Conseil d'Administration de temps à autre.

9.2 Le Conseil d'Administration se réunira sur convocation du Président ou de deux Administrateurs au lieu et à l'heure indiqués dans la convocation à la Réunion du Conseil d'Administration, la/les personne(s) convoquant la Réunion du Conseil d'Administration fixant également l'ordre du jour. Chaque Administrateur sera convoqué par écrit à toute Réunion du Conseil d'Administration au moins cinq (5) jours civils à l'avance par rapport à l'horaire fixé pour ces réunions, excepté dans des circonstances d'urgence, dans lequel cas une convocation donnée vingt-quatre (24) heures à l'avance et mentionnant

dûment les raisons de l'urgence sera suffisante. Il pourra être passé outre à cette convocation, pour l'avenir ou rétroactivement, à la suite de l'assentiment par écrit, par télégramme, par télex ou par télécopieur de chaque Administrateur. Une convocation spéciale ne sera pas requise pour les réunions se tenant à une date et à un endroit déterminés dans une résolution préalablement adoptée par le Conseil d'Administration. Sans préjudice des Articles 9.6 et 9.7, les réunions du Conseil d'Administration se tiennent dans l'Union Européenne.

9.3 Tout Administrateur peut agir à toute Réunion du Conseil d'Administration en désignant par écrit ou par télégramme, télécopie ou télex un autre administrateur comme son mandataire. Un Administrateur ne peut représenter plus qu'un de ses collègues.

9.4 Le Conseil d'Administration ne pourra délibérer et agir valablement que si au moins la majorité des Administrateurs est présente ou représentée à la Réunion du Conseil d'Administration. Toutefois, au cas où l'Assemblée Générale des Actionnaires a nommé différentes classes d'Administrateurs (à savoir, les Administrateurs de classe A et les Administrateurs de classe B), toute résolution du Conseil d'Administration ne pourra être valablement adoptée que si elle est approuvée par la majorité des Administrateurs incluant au moins un Administrateur de classe A et un Administrateur de classe B (qui peuvent être représentés). Si un quorum n'est pas atteint, les Administrateurs présents peuvent reporter la réunion à un endroit et à une heure endéans un délai de cinq (5) jours civils après l'envoi d'une notice d'ajournement.

9.5 Les Administrateurs peuvent participer à une Réunion du Conseil d'Administration par conférence téléphonique ou par d'autres moyens de communication similaires permettant à toutes les personnes y participant à s'entendre mutuellement et une participation par ces moyens sera considérée comme équivalant à une présence physique à la réunion.

9.6 Nonobstant de ce qui précède, une résolution du Conseil d'Administration peut également être adoptée par consentement unanime écrit qui consiste en un ou plusieurs documents comprenant les résolutions et qui sont signés par chaque Administrateur. La date d'une telle résolution sera la date de la dernière signature.

9.7 Les résolutions prises par l'Administrateur Unique auront la même autorité que les résolutions prises par le Conseil d'Administration et seront constatées par des procès-verbaux signés par l'Administrateur Unique.

Art. 10. Procès-verbaux des Réunions du Conseil d'Administration.

10.1 Les procès-verbaux d'une Réunion du Conseil d'Administration seront signés par le Président.

10.2 Les copies ou extraits de ces procès-verbaux, destinés à servir en justice ou ailleurs, seront signés par le Président.

Art. 11. Pouvoirs du Conseil d'Administration.

11.1 Les Administrateurs peuvent uniquement agir lors de Réunions du Conseil d'Administration dûment convoquées ou par consentement écrit conformément à l'Article 9 des présents Statuts.

11.2 Le Conseil d'Administration ou, le cas échéant, l'Administrateur Unique, a les pouvoirs les plus larges pour accomplir tous les actes d'administration et de disposition qui sont dans l'intérêt de la Société et dans les limites des objectifs et de l'objet de la Société. Tous les pouvoirs qui ne sont pas réservés expressément à l'Assemblée Générale des Actionnaires par la loi ou par les présents Statuts sont de la compétence du Conseil d'Administration ou, le cas échéant, de l'Administrateur Unique.

Art. 12. Signature Sociale.

12.1 Vis-à-vis des tiers, la Société sera valablement engagée par la signature de l'Administrateur Unique, selon le cas, ou par la signature conjointe de deux Administrateurs de la Société ou par la/les signature(s) de toute(s) personne(s) à qui un pouvoir de signature a été délégué par le Conseil d'Administration moyennant une décision unanime du Conseil d'Administration.

12.2 Toutefois, au cas où l'Assemblée Générale des Actionnaires a nommé différentes classes d'Administrateurs (à savoir les Administrateurs de classe A et les Administrateurs de classe B), la Société ne sera valablement engagée que par la signature conjointe d'un Administrateur de classe A et d'un Administrateur de classe B (y compris par voie de représentation).

Art. 13. Délégation de pouvoirs.

13.1 Le Conseil d'Administration peut d'une manière générale ou de temps en temps déléguer la gestion journalière de la Société ainsi que la représentation de la Société en ce qui concerne cette gestion ainsi que prévu par l'article 60 de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée, à un cadre ou à un/des comité(s), composé(s) de ses propres membres ou non, ou à un ou plusieurs Administrateurs, directeurs ou autres agents qui peuvent agir individuellement ou conjointement. Le Conseil d'Administration déterminera l'étendue des pouvoirs, les conditions du retrait et la rémunération en ce qui concerne ces délégations de pouvoir, y compris le pouvoir de sub-déléguer.

Art. 14. Conflit d'Intérêts.

14.1 Dans le cas d'un conflit d'intérêts dans le chef d'un Administrateur, étant entendu que le simple fait que l'Administrateur occupe une fonction d'administrateur ou d'employé d'un Actionnaire ou d'une société associée à un Actionnaire ne constitue pas un conflit d'intérêt, cet Administrateur doit aviser le Conseil d'Administration de tout conflit d'intérêt et ne peut pas participer au vote. Un Administrateur ayant un conflit par rapport à un point de l'ordre du jour doit déclarer ce conflit au Président avant l'ouverture de l'assemblée.

14.2 Chaque Administrateur ayant un conflit causé par un intérêt personnel dans une opération subordonnée à l'approbation du Conseil d'Administration qui s'oppose à l'intérêt de la Société, sera obligé d'en aviser le conseil et de faire en sorte qu'une mention de sa déclaration soit insérée au procès-verbal de la réunion. Il ne participera pas aux délibérations de la réunion. Lors de la prochaine Assemblée Générale des Actionnaires, avant le vote de toute autre résolution, un rapport spécial sera établi sur toute opération dans laquelle un des Administrateurs pourrait avoir un intérêt personnel en conflit avec celui de la Société.

Art. 15. Assemblée Générale des Actionnaires. Assemblée Générale des Actionnaires

15.1 L'Assemblée Générale des Actionnaires représente l'ensemble des actionnaires de la Société (l'«Assemblée Générale des Actionnaires» ou l'«Assemblée Générale»).

15.2 Elle a les pouvoirs qui lui sont réservés par la loi luxembourgeoise sur les sociétés commerciales.

Convocation, lieu de réunion des Assemblées, décision sans Assemblée Formelle.

15.3 L'Assemblée Générale des Actionnaires se réunit à Luxembourg sur convocation du Conseil d'Administration ou, le cas échéant, de l'Administrateur Unique. Les Actionnaires représentant un dixième du capital social souscrit peuvent, conformément à la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée, demander au Conseil d'Administration de convoquer une Assemblée Générale des Actionnaires.

15.4 L'Assemblée Générale annuelle se réunit en conformité avec la loi luxembourgeoise à Luxembourg; au siège social de la Société ou à tel autre endroit indiqué dans l'avis de convocation de l'assemblée, le 20e jour du mois de mai à 11 heures. Si ce jour est un jour férié légal au Luxembourg, l'Assemblée Générale annuelle se tiendra le premier jour ouvrable suivant à Luxembourg.

15.5 D'autres Assemblées Générales des Actionnaires peuvent se tenir aux lieux et aux dates qui peuvent être prévues dans les avis de convocation respectifs.

15.6 Les convocations pour toute Assemblée Générale des Actionnaires contiennent l'ordre du jour et sont faites par des annonces insérées deux fois à huit jours d'intervalle au moins et huit jours avant l'assemblée, dans le Mémorial et dans un journal de Luxembourg.

Des lettres missives seront adressées, huit jours avant l'Assemblée, aux actionnaires en nom, mais sans qu'il doive être justifié de l'accomplissement de cette formalité.

Quand toutes les actions sont nominatives, les convocations peuvent être faites uniquement par lettres recommandées.

15.7 Au cas où tous les Actionnaires sont présents ou représentés et déclarent avoir eu connaissance de l'ordre du jour, l'Assemblée Générale peut se tenir sans convocations à l'assemblée.

15.8 L'Assemblée Générale des Actionnaires désignera un président et sera présidée par le président qui dirigera l'assemblée. L'Assemblée Générale désignera un secrétaire chargé de dresser les procès-verbaux de l'assemblée et un scrutateur. Les procès-verbaux seront rédigés en anglais et dressés à titre de preuve de l'assemblée et seront signés par le Président et le Secrétaire de cette assemblée ou lors de l'assemblée suivante.

15.9 La langue utilisée lors de chaque Assemblée Générale des Actionnaires sera l'anglais.

15.10 Les Actionnaires ne peuvent pas prendre des décisions concernant des matières qui ne sont pas à l'ordre du jour (y compris les matières exigées par la loi) et concernant des affaires en relation avec de telles matières, sauf si tous les Actionnaires sont présents ou représentés à l'assemblée.

Droit de vote

15.11 Chaque Action donne droit à une voix à chaque Assemblée Générale des Actionnaires. Le vote en blanc est nul et non avenu.

15.12 Un Actionnaire peut agir à chaque Assemblée Générale des Actionnaires en donnant une procuration écrite à une autre personne, actionnaire ou non.

15.13 Sauf disposition contraire de la loi ou des présents Statuts, les résolutions de l'Assemblée Générale sont adoptées à la majorité du nombre total des voix afférentes aux Actions détenues par les Actionnaires autorisés à voter sur la résolution.

Art. 16. Surveillance.

16.1 Les opérations de la Société seront surveillées par un ou plusieurs commissaires au compte qui n'ont pas besoin d'être actionnaires. L'Assemblée Générale des Actionnaires désignera les commissaires aux comptes et déterminera leur nombre, leur rémunération et la durée de leurs fonctions qui ne pourra excéder six (6) ans.

Art. 17. Année sociale.

17.1 L'année sociale de la Société commence le premier janvier et finit le trente et un décembre de chaque année.

17.2 Le Conseil d'Administration ou, le cas échéant, l'Administrateur Unique prépare les comptes annuels suivant les exigences de la loi luxembourgeoise et les pratiques comptables.

17.3 La Société fera en sorte que les comptes annuels, le rapport annuel et les éléments supplémentaires à fournir conformément à la loi du 10 août 1915, telle que modifiée, soient disponibles à son siège social à partir du jour auquel l'Assemblée Générale à laquelle ils doivent faire l'objet d'une délibération et, si opportun, être adoptés, est convoquée.

17.4 L'Assemblée Générale Annuelle adoptera les comptes annuels.

Art. 18. Distribution de dividendes et distributions à partir des Comptes de Réserve.

18.1 Le solde créditeur du compte de profits et pertes après déduction des frais, coûts, amortissements, charges et provisions représente le bénéfice net de la Société.

18.2 Chaque année, 5 pour cent du bénéfice net seront affectés à la réserve légale jusqu'à ce que cette réserve atteint 10 pour cent du capital social.

18.3 Le solde créditeur susceptible d'être distribué après la déduction opérée conformément à l'article 18.2 ci-dessus, est attribué aux actionnaires.

18.4 Conformément aux conditions prévues par l'Article 72-2 de la loi du 10 août 1915, le Conseil d'Administration ou, le cas échéant, l'Administrateur Unique peut procéder à un versement d'acomptes sur dividendes.

Art. 19. Dissolution et liquidation de la Société.

19.1 La Société peut être dissoute par une résolution de l'Assemblée Générale des Actionnaires; cette résolution requiert une majorité de deux tiers de toutes les voix émises lors d'une assemblée où au moins la moitié du capital social est présente ou représentée.

19.2 La liquidation s'effectuera par les soins du Conseil d'Administration ou, le cas échéant, de l'Administrateur Unique, sous la réserve que l'Assemblée Générale des Actionnaires sera autorisée à confier la liquidation à un ou plusieurs liquidateurs en remplacement du Conseil d'Administration ou, le cas échéant, de l'Administrateur Unique.

19.3 Dans la mesure du possible, les présents Statuts resteront en vigueur pendant la liquidation.

19.4 Aucune distribution des bonis de liquidation ne peut être faite en faveur de la société en raison d'actions détenues par elle.

19.5 Après la clôture de la liquidation, les documents comptables et écritures de la Société seront conservés pendant la durée prévue par la loi par la personne désignée à cet effet dans la décision de l'Assemblée Générale de dissoudre la Société. Au cas où l'Assemblée Générale n'a pas désigné une telle personne, les liquidateurs procèderont à cette désignation.

Art. 20. Modification des Statuts.

20.1 Les présents Statuts sont susceptibles d'être modifiés de temps en temps par une Assemblée Générale des Actionnaires conformément aux exigences de quorum et de majorité prévues par la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée.

Art. 21. Loi applicable.

21.1 Toutes les matières qui ne sont pas régies par les présents statuts seront réglées conformément à la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée.

Art. 22. Langue.

22.1 Les présents statuts sont rédigés en langue anglaise, suivis d'une version française. En cas de divergences entre le texte anglais et le texte français, la version anglaise primera.

Constat

Le notaire soussigné constate que les conditions exigées par l'article 26 de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée, ont été observées.

Souscription et paiement

La partie comparante ayant ainsi arrêté les statuts de la Société, a souscrit au nombre d'actions et a libéré en espèces les montants ci-après énoncés:

Actionnaire	Capital souscrit	Nombre d'actions	Libération
Ibos Holding S.A., précitée	31.000 EUR	3,100,000	31.000 EUR
Total	31.000 EUR	3,100,000	31.000 EUR

La preuve de tous ces paiements a été rapportée au notaire instrumentaire qui constate que les conditions prévues à l'article 26 de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée, ont été respectées.

Frais

Les dépenses, frais, rémunérations et charges de toutes espèces qui incombent à la Société en raison de sa constitution sont estimés à environ mille deux cents euros (EUR 1.200,-).

Dispositions transitoires

La première année sociale commencera à la date de constitution de la Société et finit le dernier jour de décembre 2015. L'Assemblée Générale Annuelle se réunira donc pour la première fois en 2016.

Résolutions de l'associé unique

La comparante préqualifiée, représentant la totalité du capital social souscrit, a pris les résolutions suivantes:

1. Fixe à un le nombre des Administrateurs et décide de nommer la personne suivante Administrateur pour une période prenant fin à l'issue de l'Assemblée Générale annuelle statuant sur les comptes 31 Décembre 2015:

- M. Fabrice Stéphane Rota, né à Mont Saint-Martin (France) le 19 février 1975, et de résidence professionnelle au 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand-Duché de Luxembourg.

2. Fixe le siège social au 46A, Avenue J.F. Kennedy, L-1855 Luxembourg.

3. Nomme EQ Audit S.à r.l., une société à responsabilité limitée avec siège social au 2, rue J. Hackin, L-1746 Luxembourg, Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 124782 avec un capital social de EUR 12,500, comme commissaire aux comptes de la société pour une période prenant fin à l'issue de l'Assemblée Générale annuelle statuant sur les comptes 31 décembre 2015.

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

Le notaire soussigné qui connaît la langue anglaise, déclare par la présente qu'à la demande de la comparante ci-avant, le présent acte est rédigé en langue anglaise, suivi d'une version française, et qu'à la demande de cette même comparante, en cas de divergences entre le texte anglais et le texte français, la version anglaise primera.

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

Signé: V. VAN DEN BRINK, DELOSCH.

Enregistré à Diekirch Actes Civils, le 12 octobre 2015. Relation: DAC/2015/16899. Reçu soixante-quinze (75.-) euros

Le Receveur (signé): THOLL.

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

Diekirch, le 14 octobre 2015.

Référence de publication: 2015169030/568.

(150186805) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 octobre 2015.

Centauro Management S.A., Société Anonyme.

Siège social: L-1143 Luxembourg, 2BIS, rue Astrid.

R.C.S. Luxembourg B 60.504.

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Les actionnaires sont priés d'assister à

l'ASSEMBLEE GENERALE EXTRAORDINAIRE

des actionnaires qui se tiendra le *16 décembre 2015* à 11.00 heures au siège social à Luxembourg pour délibérer de l'ordre du jour suivant :

Ordre du jour:

1. Dissolution de la société et décision de mettre la société en liquidation
2. Nomination d'un liquidateur et détermination des pouvoirs qui lui sont conférés
3. Divers

Le Conseil d'Administration.

Référence de publication: 2015189950/788/15.

Sorephar S.A., Société Anonyme.

Siège social: L-1143 Luxembourg, 2BIS, rue Astrid.

R.C.S. Luxembourg B 44.399.

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Les actionnaires sont priés d'assister à

l'ASSEMBLEE GENERALE EXTRAORDINAIRE

des actionnaires qui se tiendra le *16 décembre 2015* à 11.00 heures au siège social à Luxembourg pour délibérer de l'ordre du jour suivant:

Ordre du jour:

1. Dissolution de la société et décision de mettre la société en liquidation
2. Nomination d'un liquidateur et détermination des pouvoirs qui lui sont conférés
3. Divers

Le Conseil d'Administration.

Référence de publication: 2015189951/788/15.

Green Harbour Fund S.A., SICAV-SIF, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-1855 Luxembourg, 15, avenue J.F. Kennedy.

R.C.S. Luxembourg B 148.526.

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In the year two thousand and fifteen, on the twenty-sixth day of October,

before Us, Maître Henri Hellinckx, notary, residing in Luxembourg, Grand Duchy of Luxembourg,

was held

an extraordinary general meeting (the Meeting) of the shareholders (the Shareholders) of Green Harbour Fund S.A., (the Company), a Luxembourg investment company with variable capital (société d'investissement à capital variable), incorporated as a public limited company (société anoynme), subject to, and authorised under, the law of 13 February 2007 on specialised investment funds, as amended, having its registered office at 15, avenue J.F Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B148526.

The Company was incorporated on 2 October 2009 pursuant to a notarial deed recorded by Maître Henri Hellinckx, notary residing in Luxembourg, Grand Duchy of Luxembourg, published in the Mémorial C, Recueil des Sociétés et Associations, n°2044 on 19 October 2009. The articles of incorporation of the Company have not been amended since.

The Meeting appoints Ms Diane Boening-Le Baleur, professionally residing at 15A, avenue J.F Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, as chairman of the Meeting. The Chairman appoints Mr Arnaud Pierre, professionally residing at 15A, avenue J.F Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, as secretary of the Meeting. The Meeting elects Mr Arnaud Pierre, as scrutineer of the Meeting. The chairman, the secretary and the scrutineer are collectively referred to hereafter as Members of the Bureau or the Bureau.

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

1. An extraordinary general meeting was held before Maître Henri Hellinckx, on 9 September 2015 at 02:00 p.m. (Luxembourg time) at the registered office of the Company (the First EGM) at which 35,894 shares of the 169,902.3452 outstanding shares of the Company were represented, so that the quorum required for the first extraordinary general meeting by article 67-1 (2) of the Luxembourg law of 10 August 1915 on commercial companies, as amended (the 1915 Act) was not satisfied.

2. The Shareholders were duly convened to the Meeting by means of notices published twice, at fifteen days interval at least and fifteen days before the Meeting in the Mémorial, Recueil des Sociétés et Associations and in two Luxembourg newspapers, reproducing the agenda and indicating the date and the results of the First EGM, in accordance with article 67-1(2) of the 1915 Act.

3. The Shareholders present or represented at the Meeting and the number of shares which they hold are recorded in an attendance list, which will remain attached to these minutes and which will be signed by the Shareholders present at the Meeting and the holders of powers of attorney who represent the Shareholders who are not present and the Members of the Bureau. The said list as well as the powers of attorney will remain attached to these minutes after having been signed by the Shareholders or their representatives and the Members of the Bureau.

4. It appears from the attendance list that 35,894 shares out of 169,902.3452 outstanding shares of the Company, representing 21.12% (twenty-one point twelve per cent) of the share capital of the Company, are represented at the Meeting. The Shareholders present or represented declare that they have had due notice of, and have been duly informed of the agenda of the Meeting beforehand. In accordance with article 67-1(2), no quorum is required for the second extraordinary general meeting and the Meeting is therefore regularly constituted and may validly deliberate and vote on the items of its agenda reproduced hereinafter.

5. the agenda of the Meeting is as follows:

(1) Change of the date of the annual general meeting of the shareholders of the Company from the last business day of May of each year at 10:30 a.m. to the last day of June of each year at 10:30 a.m. and subsequent amendment of article 25 of the articles of incorporation of the Company to reflect this change.

6. After deliberation the Meeting passed the following resolution in accordance with the quorum and voting rules required by the articles of incorporation of the Company and the Luxembourg act of the 1915 Act:

Resolution

The Meeting resolves to change of the date of the annual general meeting of the Shareholders from the last business day of May of each year at 10:30 a.m. to the last business day of June of each year at 10:30 a.m. and to subsequently amend article 25 of the articles of incorporation of the Company to reflect this change, so as to read as follows:

" **Art. 25. Date of the annual general meeting.** The annual general meeting of shareholders will be held in the city of Luxembourg, at a place specified in the notice convening the meeting on to the last business day of June of each year at 10:30 a.m. Luxembourg time. "

Statement - Costs

The amount, approximately at least, of costs, expenses, salaries or charges, in whatever form it may be incurred or charged to the Company as a result of the above resolutions, is approximately evaluated at EUR 1,000.-.

The undersigned notary, who understands and speaks English, states hereby that at the request of the above appearing persons, this notarial deed is worded in English.

This notarial deed was drawn up in Luxembourg, on the date stated at the beginning of this document.

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

Signé: D. BOENING-LE BALEUR, A. PIERRE et H. HELLINCKX.

Enregistré à Luxembourg A.C.1, le 4 novembre 2015. Relation: 1LAC/2015/34975. Reçu soixante-quinze euros (75.- EUR)

Le Receveur (signé): P. MOLLING.

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

Luxembourg, le 9 novembre 2015.

Référence de publication: 2015181326/72.

(150202390) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 novembre 2015.

Energie 5 Holding S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-1470 Luxembourg, 7, route d'Esch.

R.C.S. Luxembourg B 53.516.

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Le Conseil d'Administration rappelle aux actionnaires que les droits afférents aux actions au porteur ne peuvent être exercés qu'en cas de dépôt de l'action au porteur auprès du dépositaire conformément à l'article 42 de LCSC. En outre, le Conseil d'Administration rappelle également aux actionnaires que les actions au porteur doivent être déposées pour le 18 février 2016 au plus tard sous peine de sanction.

Les actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE EXTRAORDINAIRE

Qui se tiendra au 24, Bohey, L-9647 Doncols, en date du *14 décembre 2015* à 8 heures, avec l'ordre du jour suivant :

Ordre du jour:

1. Suppression de la désignation de la valeur nominale des actions ;
2. Réduction du capital social de la Société à concurrence de trois cent cinquante-deux mille euros (EUR 352.000,-) pour le porter de son montant actuel de sept cent deux mille euros (EUR 702.000,-) à trois cent cinquante mille euros (EUR 350.000,-) sans suppression d'actions mais par réduction du pair comptable des actions existantes ;
3. Modification subséquente de l'article 5 des statuts ;
4. Délégation de pouvoirs ;
5. Divers.

Le Conseil d'Administration.

Référence de publication: 2015189952/1004/22.

M-Alternative Investment Fund General Partner, S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 201.464.

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STATUTES

In the year two thousand and fifteen, on the twenty-third day of October.

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

THERE APPEARED:

Max-Planck-Förderstiftung, a German foundation established under German law and authorized by the Government of Upper Bavaria, Germany, on 23 June 2006, having its registered office at Färbergraben 18, 80331 Munich, Germany,

here represented by Jennyfer Nündel, professionally residing in Luxembourg, by virtue of a proxy, given in Munich, on 25 September 2015.

The said proxy, initialled ne varietur by the proxyholder of the appearing party and the notary, shall remain annexed to this deed to be filed at the same time with the registration authorities.

Such appearing party have requested the officiating notary to enact the deed of incorporation of a private limited company (société à responsabilité limitée) which they wish to incorporate with the following articles of association:

A. Name - Purpose - Duration - Registered office

Art. 1. Name - Legal Form. There exists a private limited company (société à responsabilité limitée) under the name M-Alternative Investment Fund General Partner, S.à r.l. (hereinafter the "Company") which shall be governed by the law of 10 August 1915 concerning commercial companies, as amended (the "Law"), as well as by the present articles of association.

Art. 2. Purpose.

2.1 The purpose of the Company is to act as managing general partner (associé gérant commandité) of M-Alternative Investment Fund, SICAV-SIF, an alternative investment fund (the "Fund"). The Company may act as general partner or managing general partner of other limited partnerships whether organised in Luxembourg or abroad.

2.2 The Company may further guarantee, grant security, grant loans or otherwise assist the Fund as well as any other companies or partnerships in which it holds an interest of any kind.

2.3 The Company may carry out any commercial, industrial, financial, real estate or intellectual property activities which it considers useful for the accomplishment of these purposes.

Art. 3. Duration.

3.1 The Company is incorporated for an unlimited period of time.

3.2 It may be dissolved at any time and with or without cause by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these articles of association.

Art. 4. Registered office.

4.1 The registered office of the Company is established in Senningerberg, Grand Duchy of Luxembourg.

4.2 Within the same municipality, the registered office may be transferred by means of a decision of the board of managers. It may be transferred to any other municipality in the Grand Duchy of Luxembourg by means of a resolution of the general meeting of shareholders, adopted in the manner required for an amendment of these articles of association.

4.3 In the event that the board of managers determines that extraordinary political, economic or social circumstances or natural disasters have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances; such temporary measures shall not affect the nationality of the Company which, notwithstanding the temporary transfer of its registered office, shall remain a Luxembourg company.

B. Share capital - Shares

Art. 5. Share Capital.

5.1 The Company's share capital is set at twelve thousand five hundred euro (EUR 12,500), represented by twelve thousand five hundred (12,500) shares with a nominal value of one euro (EUR 1.-) each.

5.2 The Company's share capital may be increased or reduced by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these articles of association.

5.3 The Company may redeem its own shares.

Art. 6. Shares.

6.1 The Company's share capital is divided into shares, each of them having the same nominal value.

6.2 The shares of the Company are in registered form.

6.3 The Company may have one or several shareholders, with a maximum of forty (40) shareholders.

6.4 Death, suspension of civil rights, dissolution, bankruptcy or insolvency or any other similar event regarding any of the shareholders shall not cause the dissolution of the Company.

Art. 7. Register of shares - Transfer of shares.

7.1 A register of shares shall be kept at the registered office of the Company, where it shall be available for inspection by any shareholder. This register shall contain all the information required by the Law. Certificates of such registration may be issued upon request and at the expense of the relevant shareholder.

7.2 The Company will recognise only one holder per share. In case a share is owned by several persons, they shall appoint a single representative who shall represent them towards the Company. The Company has the right to suspend the exercise of all rights attached to that share until such representative has been appointed.

7.3 The shares are freely transferable among shareholders.

7.4 Inter vivos, the shares may only be transferred to new shareholders subject to the approval of such transfer given by the shareholders at a majority of three quarters of the share capital.

7.5 Any transfer of shares shall become effective towards the Company and third parties through the notification of the transfer to, or upon the acceptance of the transfer by the Company in accordance with article 1690 of the Civil Code.

7.6 In the event of death, the shares of the deceased shareholder may only be transferred to new shareholders subject to the approval of such transfer given by the surviving shareholders representing three quarters of the rights owned by the surviving shareholders. Such approval is, however, not required in case the shares are transferred either to parents, descendants or the surviving spouse or any other legal heir of the deceased shareholder.

C. Decisions of the shareholders

Art. 8. Collective decisions of the shareholders.

8.1 The general meeting of shareholders is vested with the powers expressly reserved to it by law and by these articles of association.

8.2 Each shareholder may participate in collective decisions irrespective of the number of shares which he owns.

8.3 In case and as long as the Company has not more than twenty-five (25) shareholders, collective decisions otherwise conferred on the general meeting of shareholders may be validly taken by means of written resolutions. In such case, each shareholder shall receive the text of the resolutions or decisions to be taken expressly worded and shall cast his vote in writing.

8.4 In the case of a sole shareholder, such shareholder shall exercise the powers granted to the general meeting of shareholders under the provisions of section XII of the Law and by these articles of association. In such case, any reference made herein to the "general meeting of shareholders" shall be construed as a reference to the sole shareholder, depending on the context and as applicable, and powers conferred upon the general meeting of shareholders shall be exercised by the sole shareholder.

Art. 9. General meetings of shareholders. In case the Company has more than twenty-five (25) shareholders, at least one general meeting of shareholders shall be held within six (6) months of the end of each financial year in Luxembourg at the registered office of the Company or at such other place as may be specified in the convening notice of such meeting. Other meetings of shareholders may be held at such place and time as may be specified in the respective convening notices of meeting. If all of the shareholders are present or represented at a general meeting of shareholders and have waived any convening requirement, the meeting may be held without prior notice or publication.

Art. 10. Quorum and vote.

10.1 Each shareholder is entitled to as many votes as he holds shares.

10.2 Save for a higher majority provided in these articles of association or by Law, collective decisions of the Company's shareholders are only validly taken in so far as they are adopted by shareholders holding more than half of the share capital.

Art. 11. Change of nationality. The shareholders may change the nationality of the Company only by unanimous consent.

Art. 12. Amendments of the articles of association. Any amendment of the articles of association requires the approval of (i) a majority of shareholders (ii) representing three quarters of the share capital at least.

D. Management

Art. 13. Powers of the sole manager - Composition and powers of the board of managers.

13.1 The Company shall be managed by a board of managers to be composed of at least three (3) managers..

13.2 The board of managers is vested with the broadest powers to act in the name of the Company and to take any actions necessary or useful to fulfil the Company's corporate purpose, with the exception of the powers reserved by the Law or by these articles of association to the general meeting of shareholders.

Art. 14. Appointment, removal and term of office of managers.

14.1 The manager(s) shall be appointed by the general meeting of shareholders which shall determine their remuneration and term of office.

14.2 The managers shall be appointed and may be removed from office at any time, with or without cause, by a decision of the shareholders representing more than half of the Company's share capital.

Art. 15. Vacancy in the office of a manager.

15.1 In the event of a vacancy in the office of a manager because of death, legal incapacity, bankruptcy, resignation or otherwise, this vacancy may be filled on a temporary basis and for a period of time not exceeding the initial mandate of the replaced manager by the remaining managers until the next meeting of shareholders which shall resolve on the permanent appointment, in compliance with the applicable legal provisions.

15.2 In case the vacancy occurs in the office of the Company's sole manager, such vacancy must be filled without undue delay by the general meeting of shareholders

Art. 16. Convening meetings of the board of managers.

16.1 The board of managers shall meet upon call by any manager. The meetings of the board of managers shall be held at the registered office of the Company unless otherwise indicated in the notice of meeting.

16.2 Written notice of any meeting of the board of managers must be given to managers twenty-four (24) hours at least in advance of the time scheduled for the meeting, except in case of emergency, in which case the nature and the reasons

of such emergency must be mentioned in the notice. Such notice may be omitted in case of assent of each manager in writing, by facsimile, electronic mail or any other similar means of communication, a copy of such signed document being sufficient proof thereof. No prior notice shall be required for a board meeting to be held at a time and location determined in a prior resolution adopted by the board of managers which has been communicated to all managers.

16.3 No prior notice shall be required in case all managers are present or represented at a board meeting and waive any convening requirement or in the case of resolutions in writing approved and signed by all members of the board of managers.

Art. 17. Conduct of meetings of the board of managers.

17.1 The board of managers may elect among its members a chairman. It may also choose a secretary, who does not need to be a manager and who shall be responsible for keeping the minutes of the meetings of the board of managers.

17.2 The chairman, if any, shall chair all meetings of the board of managers. In his absence, the board of managers may appoint another manager as chairman pro tempore by vote of the majority of managers present or represented at any such meeting.

17.3 Any manager may act at any meeting of the board of managers by appointing another manager as his proxy either in writing, or by facsimile, electronic mail or any other similar means of communication, a copy of the appointment being sufficient proof thereof. A manager may represent one or more but not all of the other managers.

17.4 Meetings of the board of managers may also be held by conference-call or video conference or by any other means of communication, allowing all persons participating at such meeting to hear one another on a continuous basis and allowing an effective participation in the meeting. Participation in a meeting by these means is equivalent to participation in person at such meeting and the meeting is deemed to be held at the registered office of the Company.

17.5 The board of managers can validly deliberate and act only if a majority of its members is present or represented. Resolutions of the board of managers are validly taken by a simple majority of the managers present or represented. The chairman, if any, shall have a casting vote.

17.6 The board of managers may unanimously pass resolutions by circular means when expressing its approval in writing, by facsimile, electronic mail or any other similar means of communication. Each manager may express his consent separately, the entirety of the consents evidencing the adoption of the resolutions. The date of such resolutions shall be the date of the last signature.

Art. 18. Minutes of the meeting of the board of managers; Minutes of the decisions of the sole manager.

18.1 The minutes of any meeting of the board of managers shall be signed by the chairman, if any or in his absence by the chairman pro tempore, and the secretary (if any), or by any two (2) managers. Copies or excerpts of such minutes, which may be produced in judicial proceedings or otherwise, shall be signed by the chairman, if any, or by any two (2) managers.

18.2 Decisions of the sole manager shall be recorded in minutes which shall be signed by the sole manager. Copies or excerpts of such minutes, which may be produced in judicial proceedings or otherwise, shall be signed by the sole manager.

Art. 19. Dealing with third parties. The Company shall be bound towards third parties in all circumstances (i) by the signature of the sole manager, or, if the Company has several managers, by the joint signature of any two (2) managers or (ii) by the joint signatures or the sole signature of any person(s) to whom such signatory power may have been delegated by the board of managers within the limits of such delegation.

E. Audit and supervision

Art. 20. Auditor(s).

20.1 In case and as long as the Company has more than twenty-five (25) shareholders, the operations of the Company shall be supervised by one or several internal auditors (commissaire(s)). The general meeting of shareholders shall appoint the internal auditor(s) and shall determine their term of office.

20.2 An internal auditor may be removed at any time, without notice and with or without cause by the general meeting of shareholders.

20.3 The internal auditor has an unlimited right of permanent supervision and control of all operations of the Company.

20.4 If the shareholders of the Company appoint one or more independent auditors (réviseur(s) d'entreprises agréé(s)) in accordance with article 69 of the law of 19 December 2002 regarding the trade and companies register and the accounting and annual accounts of undertakings, as amended, the institution of internal auditor(s) is suppressed.

20.5 An independent auditor may only be removed by the general meeting of shareholders with cause or with its approval.

F. Financial year - Annual accounts - Allocation of profits - Interim dividends

Art. 21. Financial year. The financial year of the Company shall begin on the first of January of each year and shall end on the thirty-first of December of the same year.

Art. 22. Annual accounts and allocation of profits.

22.1 At the end of each financial year, the accounts are closed and the board of managers draws up an inventory of the Company's assets and liabilities, the balance sheet and the profit and loss accounts in accordance with the law.

22.2 Of the annual net profits of the Company, five per cent (5%) at least shall be allocated to the legal reserve. This allocation shall cease to be mandatory as soon and as long as the aggregate amount of such reserve amounts to ten per cent (10%) of the share capital of the Company.

22.3 Sums contributed to a reserve of the Company by a shareholder may also be allocated to the legal reserve if the contributing shareholder agrees to such allocation.

22.4 In case of a share capital reduction, the Company's legal reserve may be reduced in proportion so that it does not exceed ten per cent (10%) of the share capital.

22.5 Upon recommendation of the board of managers, the general meeting of shareholders shall determine how the remainder of the Company's profits shall be used in accordance with the Law and these articles of association.

22.6 Distributions shall be made to the shareholders in proportion to the number of shares they hold in the Company.

Art. 23. Interim dividends - Share premium and assimilated premiums.

23.1 The board of managers may decide to pay interim dividends on the basis of interim financial statements prepared by the board of managers showing that sufficient funds are available for distribution. The amount to be distributed may not exceed realized profits since the end of the last financial year, increased by profits carried forward and distributable reserves, but decreased by losses carried forward and sums to be allocated to a reserve which the Law or these articles of association do not allow to be distributed.

23.2 Any share premium, assimilated premium or other distributable reserve may be freely distributed to the shareholders subject to the provisions of the Law and these articles of association.

G. Liquidation

Art. 24. Liquidation.

24.1 In the event of dissolution of the Company in accordance with article 3.2 of these articles of association, the liquidation shall be carried out by one or several liquidators who are appointed by the general meeting of shareholders deciding such dissolution and which shall determine their powers and their compensation. Unless otherwise provided, the liquidators shall have the most extensive powers for the realisation of the assets and payment of the liabilities of the Company.

24.2 The surplus resulting from the realisation of the assets and the payment of the liabilities shall be distributed among the shareholders in proportion to the number of shares of the Company held by them.

H. Final clause - Governing law

Art. 25. Governing law. All matters not governed by these articles of association shall be determined in accordance with the Law.

Transitional provisions

1. The first financial year shall begin on the date of incorporation of the Company and terminate on thirty-first (31 st) December 2016.

2. Interim dividends may be distributed during the Company's first financial year.

Subscription and payment

The twelve thousand five hundred (12,500) shares issued have been subscribed by Max-Planck-Förderstiftung, aforementioned, for the price of twelve thousand five hundred euro (EUR 12,500).

The shares so subscribed have been fully paid up by a contribution in cash so that the amount of twelve thousand five hundred euro (EUR 12,500) is as of now available to the Company, as it has been justified to the undersigned notary.

The total contribution in the amount of twelve thousand five hundred euro (EUR 12,500) is entirely allocated to the share capital.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever incurred by the Company or which shall be borne by the Company in connection with its incorporation are estimated at approximately EUR 1,500.-.

Resolutions of the shareholder

The incorporating shareholder, representing the entire share capital of the Company and having waived any convening requirements, has passed the following resolutions:

1. The address of the registered office of the Company is set at 5, rue Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg.

2. The following persons are appointed as managers of the Company for an unlimited term:

(i) Ralph Günter Carl Brödel, born in Mannheim, Germany, on 5 th August 1966, professionally residing at 5 rue Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg;

(ii) Stephan Grimm, born in Zweibrücken, Germany, on 9 th April 1983, professionally residing at 5 rue Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg; and

(iii) Nitan Pathak, born in Toulouse, France on 15 July 1974, professionally residing at 37B, avenue John F. Kennedy, L-2968 Luxembourg, Grand Duchy of Luxembourg.

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

The undersigned notary who understands and speaks English, states herewith that on request of the appearing party, this deed is worded in English followed by a German translation; at the request of the same appearing party and in case of discrepancy between the English and the German text, the English version shall prevail.

The document having been read to the proxyholder of the appearing parties, known to the notary by name, first name and residence, the said proxyholder of the appearing parties signed together with the notary the present deed.

Es folgt die deutsche Übersetzung des vorangehenden Textes:

Im Jahr zweitausendfünfzehn, am dreiundzwanzigsten Oktober.

Vor uns, Maître Henri Hellinckx, Notar mit Amtssitz in Luxemburg, Großherzogtum Luxemburg.

IST ERSCHIENEN:

Max-Planck-Förderstiftung, eine Stiftung des deutschen Rechts, die von der Landesregierung von Oberbayern am 23. Juni 2006 genehmigt wurde und ihren eingetragenem Sitz in Färbergraben 18, 80331 München, Deutschland hat;

hier vertreten durch Jennyfer Nündel, geschäftsansässig in Luxemburg, gemäß einer Vollmacht vom 25. September 2015, ausgestellt in München.

Besagte Vollmacht, welche von der erschienenen Partei und dem unterzeichnenden Notar ne varietur paraphiert wurde, wird der vorliegenden Urkunde beigefügt, um mit ihr zusammen hinterlegt zu werden.

Die erschienene Partei hat den amtierenden Notar ersucht, die Gründung einer Gesellschaft mit beschränkter Haftung (société à responsabilité limitée) zu beurkunden, welche sie mit der folgenden Satzung gründen möchte:

A. Name - Zweck - Dauer - Sitz

Art. 1. Name - Rechtsform. Es besteht eine Gesellschaft mit beschränkter Haftung (société à responsabilité limitée) mit dem Namen M-Alternative Investment Fund General Partner, S.à r.l. (die „Gesellschaft"), welche den Bestimmungen des Gesetzes vom 10. August 1915 über Handelsgesellschaften in seiner aktuellen Fassung (das „Gesetz von 1915") und dieser Satzung unterliegt.

Art. 2. Zweck der Gesellschaft.

2.1 Zweck der Gesellschaft ist als geschäftsführende Komplementärin (associé gérant commandité) des M-Alternative Investment Fund, SICAV-SIF, einem alternativen Investmentfonds (dem "Fonds") zu handeln. Die Gesellschaft darf als Komplementärin oder als geschäftsführende Komplementärin von anderen Kommanditgesellschaften handeln, gleichgültig ob diese in Luxemburg oder im Ausland organisiert sind.

2.2 Die Gesellschaft kann des Weiteren für den Fonds sowie für andere Gesellschaften, an welchen sie Beteiligungen jeglicher Art hält, Garantien geben, Sicherheiten einräumen, Kredite gewähren oder diese auf jede andere Weise unterstützen.

2.3 Die Gesellschaft kann alle Tätigkeiten kaufmännischer, gewerblicher, industrieller und finanzieller Natur, sowie solche, welche geistiges Eigentum oder Grundeigentum betreffen, vornehmen, die ihr zur Erreichung dieser Zwecke förderlich erscheinen.

Art. 3. Dauer.

3.1 Die Gesellschaft wird für unbegrenzte Dauer gegründet.

3.2 Sie kann jederzeit und ohne Begründung durch einen Beschluss der Gesellschafterversammlung aufgelöst werden, welcher in der für eine Satzungsänderung erforderlichen Art und Weise gefasst wird.

Art. 4. Sitz.

4.1 Der Sitz der Gesellschaft ist in Senningerberg, Großherzogtum Luxemburg.

4.2 Innerhalb derselben Gemeinde kann der Gesellschaftssitz durch einen Beschluss des Geschäftsführungsrates verlegt werden. Durch Beschluss der Gesellschafterversammlung, welcher in der für eine Satzungsänderung erforderlichen Art und Weise gefasst wird, kann er in jede andere Gemeinde des Großherzogtums Luxemburg verlegt werden.

4.3 Sollte der Geschäftsführungsrat entscheiden, dass außergewöhnliche politische, wirtschaftliche oder soziale Entwicklungen aufgetreten sind oder unmittelbar bevorstehen, welche die gewöhnlichen Aktivitäten der Gesellschaft an ihrem Gesellschaftssitz beeinträchtigen könnten, so kann der Gesellschaftssitz bis zur endgültigen Beendigung dieser außergewöhnlichen Umstände vorübergehend ins Ausland verlegt werden; solche vorübergehenden Maßnahmen haben keine Auswirkungen auf die Nationalität der Gesellschaft, die trotz vorübergehender Verlegung des Gesellschaftssitzes eine luxemburgische Gesellschaft bleibt.

B. Gesellschaftskapital - Anteile

Art. 5. Gesellschaftskapital.

5.1 Das Gesellschaftskapital der Gesellschaft beträgt zwölftausendfünfhundert Euro (EUR 12.500), bestehend aus zwölftausendfünfhundert (12.500) Anteilen mit einem Nominalwert von einem Euro (EUR 1) pro Anteil.

5.2 Das Gesellschaftskapital kann durch einen Beschluss der Gesellschafterversammlung, welcher in der für eine Satzungsänderung erforderlichen Art und Weise gefasst wird, erhöht oder herabgesetzt werden.

5.3 Die Gesellschaft kann ihre eigenen Anteile zurückkaufen.

Art. 6. Anteile.

6.1 Das Gesellschaftskapital der Gesellschaft ist in Anteile mit dem gleichen Nominalwert aufgeteilt.

6.2 Die Anteile der Gesellschaft sind Namensanteile.

6.3 Die Gesellschaft kann einen oder mehrere Gesellschafter haben, wobei deren Anzahl vierzig (40) nicht überschreiten darf.

6.4 Die Gesellschaft wird weder durch den Tod, die Geschäftsunfähigkeit, die Auflösung, den Konkurs, die Insolvenz oder ein vergleichbares, einen Gesellschafter betreffendes Ereignis, aufgelöst.

Art. 7. Anteilsregister und Übertragung von Anteilen.

7.1 Am Sitz der Gesellschaft wird ein Anteilsregister geführt, welches von jedem Gesellschafter eingesehen werden kann. Dieses Anteilsregister enthält alle vom Gesetz von 1915 vorgeschriebenen Informationen. Auf Ersuchen und auf Kosten des betreffenden Gesellschafters kann die Gesellschaft Zertifikate über die Eintragung ausgeben.

7.2 Die Gesellschaft erkennt lediglich einen Inhaber pro Anteil an. Sofern ein Anteil von mehreren Personen gehalten wird, müssen diese eine einzelne Person benennen, welche sie im Verhältnis zur Gesellschaft vertritt. Die Gesellschaft ist berechtigt, die Ausübung aller Rechte im Zusammenhang mit einem derartigen Anteil auszusetzen, bis eine Person als Vertreter der Inhaber gegenüber der Gesellschaft bezeichnet worden ist.

7.3 Die Anteile sind zwischen den Gesellschaftern frei übertragbar.

7.4 Inter vivos dürfen die Anteile neuen Gesellschaftern nur vorbehaltlich der Zustimmung von Gesellschaftern mit einer Mehrheit von drei Vierteln des Gesellschaftskapitals übertragen werden.

7.5 Jede Übertragung von Anteilen wird gegenüber der Gesellschaft und Dritten gemäß Artikel 1690 des Code Civil wirksam, nachdem die Gesellschaft von der Übertragung in Kenntnis gesetzt wurde oder der Übertragung zugestimmt hat.

7.6 Im Todesfall dürfen die Anteile des verstorbenen Gesellschafters an neue Gesellschafter nur mit Zustimmung der überlebenden Gesellschafter mit einer Mehrheit von drei Vierteln der von ihnen gehaltenen Rechte übertragen werden. Eine derartige Zustimmung ist nicht erforderlich, wenn die Anteile Eltern, Nachkommen oder dem/der überlebenden Ehepartner/in übertragen werden oder jedem anderen gesetzlichen Erben des verstorbenen Gesellschafters.

C. Entscheidungen der Gesellschafter

Art. 8. Gemeinsame Entscheidungen der Gesellschafter.

8.1 Die Gesellschafterversammlung der Gesellschafter ist mit allen Rechten ausgestattet, welche ihr durch Gesetz und diese Satzung übertragen wurden.

8.2 Jeder Gesellschafter darf unabhängig von der Zahl seiner Anteile an gemeinsamen Entscheidungen teilnehmen.

8.3 Falls und solange die Gesellschaft nicht mehr als fünfundzwanzig (25) Gesellschafter hat, dürfen gemeinsame Entscheidungen, welche ansonsten der Gesellschafterversammlung der Gesellschafter vorbehalten wären, schriftlich gefasst werden. In diesem Fall erhält jeder Gesellschafter den Text der ausformulierten vorgeschlagenen Beschlüsse und übt sein Stimmrecht schriftlich aus.

8.4 Im Falle eines Alleingesellschafters übt dieser die Befugnisse der Gesellschafterversammlung nach den Vorschriften von Abschnitt XII des Gesetzes von 1915 und dieser Satzung aus. In diesem Fall ist jeder Bezug auf die „Gesellschafterversammlung“ in der vorliegenden Satzung als Bezug auf den Alleingesellschafter, je nach Zusammenhang und soweit anwendbar, zu verstehen und die Befugnisse der Gesellschafterversammlung werden vom Alleingesellschafter ausgeübt.

Art. 9. Gesellschafterversammlung der Gesellschafter. Falls die Gesellschaft mehr als fünfundzwanzig (25) Gesellschafter hat, muss jährlich innerhalb von sechs (6) Monaten vor dem Ende des Geschäftsjahres mindestens eine Gesellschafterversammlung der Gesellschafter in Luxemburg am Sitz der Gesellschaft oder an einem anderen Ort abgehalten werden, wie in der Einberufung zu dieser Versammlung genauer bestimmt. Andere Gesellschafterversammlungen finden an dem Ort und zu der Zeit statt, welcher in der entsprechenden Einberufung genauer bestimmt werden. Falls alle Gesellschafter in einer Versammlung anwesend oder vertreten sind und auf sämtliche Einberufungsformalitäten verzichtet haben, kann die Gesellschafterversammlung auch ohne vorherige Ankündigung oder Veröffentlichung abgehalten werden.

Art. 10. Quorum und Abstimmung.

10.1 Jeder Gesellschafter hat so viele Stimmen, wie er Anteile hält.

10.2 Vorbehaltlich anderer gesetzlicher Regelungen oder dieser Satzung, die ein höheres Mehrheitsverhältnis vorsehen, bedürfen gemeinsame Entscheidungen der Gesellschafter der Zustimmung von Gesellschaftern, die mehr als die Hälfte des Gesellschaftskapitals innehaben.

Art. 11. Änderung der Nationalität. Die Gesellschafter können die Nationalität der Gesellschaft nur einstimmig ändern.

Art. 12. Änderung der Satzung. Eine Änderung der Satzung erfordert die Zustimmung (i) einer Mehrheit der Gesellschafter, die mindestens (ii) eine Mehrheit von drei Viertel des Gesellschaftskapitals vertritt.

D. Geschäftsführung

Art. 13. Befugnisse des Einzelgeschäftsführers - Zusammensetzung und Befugnisse des Geschäftsführungsrates.

13.1 Die Gesellschaft wird durch einen Geschäftsführungsrat geleitet, der aus mindestens drei (3) Geschäftsführern besteht.

13.2 Der Geschäftsführungsrat verfügt über die weitestgehenden Befugnisse, im Namen der Gesellschaft zu handeln und alle Handlungen vorzunehmen, die zur Erfüllung des Gesellschaftszwecks notwendig oder nützlich sind, mit Ausnahme der durch das Gesetz von 1915 oder durch diese Satzung der Gesellschafterversammlung vorbehaltenen Befugnisse.

Art. 14. Wahl, Abberufung und Amtszeit von Geschäftsführern.

14.1 Der bzw. die Geschäftsführer werden durch die Gesellschafterversammlung gewählt, welche ihre Bezüge und Amtszeit festlegt.

14.2 Geschäftsführer können jederzeit und ohne Grund durch einen Beschluss von Gesellschaftern, die mehr als die Hälfte des Gesellschaftskapitals vertreten, gewählt oder abberufen werden.

Art. 15. Vakanz einer Geschäftsführerstelle.

15.1 Scheidet ein Geschäftsführer durch Tod, Geschäftsunfähigkeit, Konkurs, Rücktritt oder aus einem anderen Grund aus seinem Amt, so kann die unbesetzte Stelle durch die übrigen Geschäftsführer vorübergehend für einen die ursprüngliche Amtszeit nicht überschreitenden Zeitraum bis zur nächsten Gesellschafterversammlung ausgefüllt werden, welche im Einklang mit den anwendbaren gesetzlichen Vorschriften über die endgültige Neubesetzung entscheidet.

15.2 Für den Fall, dass der Einzelgeschäftsführer aus seinem Amt ausscheidet, muss die frei gewordene Stelle unverzüglich durch die Gesellschafterversammlung neu besetzt werden.

Art. 16. Einladung zu Sitzungen des Geschäftsführungsrats.

16.1 Der Geschäftsführungsrat versammelt sich auf Einberufung eines beliebigen Geschäftsführers. Die Geschäftsführungsratssitzungen finden, soweit in der Einladung nichts anderes bestimmt ist, am Sitz der Gesellschaft statt.

16.2 Die Geschäftsführer werden mindestens vierundzwanzig (24) Stunden vor dem für die Sitzung anberaumten Datum zu jeder Sitzung des Geschäftsführungsrats schriftlich geladen, außer in dringenden Fällen, wobei die Gründe der Dringlichkeit in der Einladung zu bezeichnen sind. Eine solche Einladung kann unterbleiben, wenn alle Geschäftsführer schriftlich, per Fax, EMail oder mittels eines vergleichbaren Kommunikationsmittels ihre Zustimmung abgegeben haben, wobei eine Kopie einer solchen unterzeichneten Zustimmung ein hinreichender Nachweis ist. Eine Einladung zu Sitzungen des Geschäftsführungsrats ist nicht erforderlich, wenn Zeit und Ort in einem vorausgehenden Beschluss des Geschäftsführungsrats bestimmt worden sind, welcher allen Geschäftsführern übermittelt wurde.

16.3 Eine Einladung ist nicht erforderlich, wenn alle Geschäftsführer anwesend oder vertreten sind und diese alle Einladungsvoraussetzungen abbedingen oder im Fall von schriftlichen Umlaufbeschlüssen, wenn alle Mitglieder des Geschäftsführungsrats diesen zugestimmt und diese unterzeichnet haben.

Art. 17. Durchführung von Geschäftsführungsratssitzungen.

17.1 Der Geschäftsführungsrat kann unter seinen Mitgliedern einen Vorsitzenden auswählen. Der Geschäftsführungsrat kann auch einen Schriftführer ernennen, der nicht notwendigerweise Mitglied des Geschäftsführungsrats sein muss und der für die Protokollführung der Sitzungen des Geschäftsführungsrats verantwortlich ist.

17.2 Sitzungen des Geschäftsführungsrats werden, falls vorhanden, durch den Vorsitzenden des Geschäftsführungsrats geleitet. In dessen Abwesenheit kann der Geschäftsführungsrat ein anderes Mitglied des Geschäftsführungsrats durch einen Mehrheitsbeschluss der anwesenden oder vertretenen Mitglieder als Vorsitzenden pro tempore ernennen.

17.3 Jedes Mitglied des Geschäftsführungsrats kann an einer Sitzung des Geschäftsführungsrats teilnehmen, indem es ein anderes Mitglied des Geschäftsführungsrats schriftlich, oder durch Fax, per E-Mail oder ein anderes vergleichbares Kommunikationsmittel bevollmächtigt, wobei eine Kopie der Bevollmächtigung als hinreichender Nachweis dient. Ein Mitglied des Geschäftsführungsrats kann einen oder mehrere, aber nicht alle anderen Geschäftsführer vertreten.

17.4 Eine Sitzung des Geschäftsführungsrats kann auch mittels Telefonkonferenz, Videokonferenz oder durch ein anderes Kommunikationsmittel abgehalten werden, welches es allen Teilnehmern ermöglicht, einander durchgängig zu hören und tatsächlich an der Sitzung teilzunehmen. Eine Teilnahme an einer Sitzung durch solche Kommunikationsmittel ist gleichbedeutend mit einer persönlichen Teilnahme an einer solchen Sitzung und die Sitzung wird als am Sitz der Gesellschaft abgehalten erachtet.

17.5 Der Geschäftsführungsrat kann nur wirksam handeln und abstimmen, wenn die Mehrheit seiner Mitglieder anwesend oder vertreten ist. Beschlüsse des Geschäftsführungsrats werden durch einfache Mehrheit der anwesenden oder

vertretenen Geschäftsführer wirksam gefasst. Der Vorsitzende des Geschäftsführungsrats, falls vorhanden, hat im Falle von Stimmgleichheit die entscheidende Stimme.

17.6 Der Geschäftsführungsrat kann einstimmig Beschlüsse im Umlaufverfahren mittels schriftlicher Zustimmung, per Fax, E-Mail oder durch ein vergleichbares Kommunikationsmittel fassen. Die Geschäftsführer können ihre Zustimmung getrennt erteilen, wobei die Gesamtheit aller schriftlichen Zustimmungen die Annahme des betreffenden Beschlusses nachweist. Das Datum der letzten Unterschrift gilt als das Datum eines derart gefassten Beschlusses.

Art. 18. Protokoll von Sitzungen des Geschäftsführungsrats - Protokoll der Entscheidungen des Einzelgeschäftsführers.

18.1 Das Protokoll einer Sitzung des Geschäftsführungsrats wird vom Vorsitzenden des Geschäftsführungsrates, falls vorhanden, oder, im Falle seiner Abwesenheit (falls vorhanden) von dem Vorsitzenden pro tempore und dem Protokollführer, oder von zwei (2) beliebigen Geschäftsführern, unterzeichnet. Kopien oder Auszüge solcher Protokolle, die in einem Gerichtsverfahren oder auf sonstige Weise vorgelegt werden können, werden vom Vorsitzenden des Geschäftsführungsrates, falls vorhanden, oder von zwei (2) beliebigen Geschäftsführern, unterzeichnet.

18.2 Die Entscheidungen des Einzelgeschäftsführers werden in ein Protokoll aufgenommen, welches vom Einzelgeschäftsführer unterzeichnet wird. Kopien oder Auszüge solcher Protokolle, die in einem Gerichtsverfahren oder auf sonstige Weise vorgelegt werden können, werden vom Einzelgeschäftsführer unterzeichnet.

Art. 19. Geschäfte mit Dritten. Die Gesellschaft wird gegenüber Dritten unter allen Umständen (i) durch die Unterschrift des Einzelgeschäftsführers oder, für den Fall, dass die Gesellschaft mehrere Geschäftsführer hat, durch die gemeinsame Unterschrift von zwei (2) beliebigen Geschäftsführern, oder (ii) durch die gemeinsame Unterschrift oder die alleinige Unterschrift jedweder Person(en), der/denen eine Unterschriftsbefugnis durch den Geschäftsführungsrat übertragen worden ist, im Rahmen dieser Befugnis wirksam verpflichtet.

E. Aufsicht und Prüfung der Gesellschaft

Art. 20. Rechnungsprüfer/Wirtschaftsprüfer.

20.1 Falls und solange die Gesellschaft mehr als fünfundzwanzig (25) Gesellschafter hat, werden die Geschäfte der Gesellschaft durch einen oder mehrere interne Rechnungsprüfer beaufsichtigt (commissaire(s)). Die Gesellschafterversammlung ernennt die internen Rechnungsprüfer und legt ihre Amtszeit fest.

20.2 Ein interner Rechnungsprüfer kann jederzeit und ohne Grund von der Gesellschafterversammlung abberufen werden.

20.3 Der interne Rechnungsprüfer hat ein unbeschränktes Recht der permanenten Überprüfung und Kontrolle aller Geschäfte der Gesellschaft.

20.4 Wenn die Gesellschafter im Einklang mit den Bestimmungen des Gesetzes vom 19. Dezember 2002 betreffend das Handels- und Gesellschaftsregister sowie zur Buchhaltung und zum Jahresabschluss von Unternehmen in seiner geänderten Fassung, einen oder mehrere unabhängige Wirtschaftsprüfer (réviseurs d'entreprises agréés) ernennen, entfällt die Funktion des internen Rechnungsprüfers.

20.5 Ein unabhängiger Wirtschaftsprüfer darf nur aus berechtigtem Grund oder mit seiner Zustimmung durch die Gesellschafterversammlung abberufen werden.

F. Geschäftsjahr - Jahresabschlussgewinne - Bschlagsdividenden

Art. 21. Geschäftsjahr. Das Geschäftsjahr der Gesellschaft beginnt am ersten Januar eines jeden Jahres und endet am einunddreißigsten Dezember desselben Jahres.

Art. 22. Jahresabschluss und Gewinne.

22.1 Am Ende jeden Geschäftsjahres werden die Bücher geschlossen und der Geschäftsführungsrat erstellt im Einklang mit den gesetzlichen Anforderungen ein Inventar der Aktiva und Passiva, eine Bilanz und eine Gewinn- und Verlustrechnung.

22.2 Vom jährlichen Nettogewinn der Gesellschaft werden mindestens fünf Prozent (5%) der gesetzlichen Rücklage der Gesellschaft zugeführt. Diese Zuführung ist nicht mehr verpflichtend, sobald und solange die Gesamtsumme dieser Rücklage der Gesellschaft zehn Prozent (10%) des Gesellschaftskapitals beträgt.

22.3 Durch einen Gesellschafter erbrachte Einlagen in Rücklagen können mit Zustimmung dieses Gesellschafters ebenfalls der gesetzlichen Rücklage zugeführt werden.

22.4 Im Falle einer Herabsetzung des Gesellschaftskapitals kann die gesetzliche Rücklage entsprechend herabgesetzt werden, so dass diese zehn Prozent (10%) des Gesellschaftskapitals nicht übersteigt.

22.5 Auf Vorschlag des Geschäftsführungsrates bestimmt die Gesellschafterversammlung im Einklang mit dem Gesetz von 1915 und den Bestimmungen dieser Satzung, wie der verbleibende Bilanzgewinn der Gesellschaft verwendet werden soll.

22.6 Ausschüttungen an die Gesellschafter erfolgen proportional zur Anzahl der von ihnen an der Gesellschaft gehaltenen Anteile.

Art. 23. Abschlagsdividenden - Agio und andere Kapitalreserven.

23.1 Der Geschäftsführungsrat kann Abschlagsdividenden auf Grundlage von Zwischenabschlüssen zahlen, welche vom Geschäftsführungsrat vorbereitet wurden und belegen, dass ausreichende Mittel für eine Abschlagsdividende zur Verfügung stehen. Der ausschüttbare Betrag darf nicht die Summe der seit dem Ende des letzten Geschäftsjahres angefallenen Gewinne, gegebenenfalls erhöht durch vorgetragene Gewinne und ausschüttbare Rücklagen, beziehungsweise vermindert durch vorgetragene Verluste oder Summen, die nach dieser Satzung oder dem Gesetz von 1915 einer Rücklage zugeführt werden müssen, übersteigen.

23.2 Das Agio, andere Kapitalreserven und andere ausschüttbare Rücklagen können, im Einklang mit den Bestimmungen des Gesetzes von 1915 und den Regelungen dieser Satzung, frei an die Gesellschafter ausgeschüttet werden.

G. Liquidation

Art. 24. Liquidation.

24.1 Im Falle der Auflösung der Gesellschaft im Einklang mit Artikel 3.2 dieser Satzung wird die Abwicklung durch einen oder mehrere Liquidatoren ausgeführt, welche von der Gesellschafterversammlung ernannt werden, die über die Auflösung der Gesellschaft beschließt und die Befugnisse und Vergütung der Liquidatoren bestimmt. Soweit nichts anderes bestimmt wird haben die Liquidatoren die weitestgehenden Rechte für die Verwertung der Vermögenswerte und die Tilgung der Verbindlichkeiten der Gesellschaft.

24.2 Der sich nach Verwertung der Vermögenswerte und Tilgung der Verbindlichkeiten ergebende Überschuss wird an die Gesellschafter proportional zur Anzahl der von ihnen an der Gesellschaft gehaltenen Anteile verteilt.

H. Schlussbestimmungen - Anwendbares Recht

Art. 25. Anwendbares Recht. Für alle in dieser Satzung nicht geregelten Angelegenheiten gelten die Regelungen des Gesetzes von 1915.

Übergangsbestimmungen

1. Das erste Geschäftsjahr der Gesellschaft beginnt am Tag der Gründung der Gesellschaft und endet am einunddreißigsten (31.) Dezember 2016.

2. Abschlagsdividenden können auch während des ersten Geschäftsjahres der Gesellschaft ausgeschüttet werden.

Zeichnung und Zahlung

Die zwölftausendfünfhundert (12.500) ausgegebenen Anteile wurden von der Max-Planck-Förderstiftung, vorbenannt, zum Preis von zwölftausendfünfhundert Euro (EUR 12.500) gezeichnet.

Die Einlage für so gezeichnete Anteile wurde vollständig in bar erbracht, so dass der Gesellschaft ein Betrag in Höhe von zwölftausendfünfhundert Euro (EUR 12.500) zur Verfügung steht, was dem unterzeichnenden Notar nachgewiesen wurde.

Die gesamte Einlage in Höhe von zwölftausendfünfhundert Euro (EUR 12.500) wird vollständig dem Gesellschaftskapital zugeführt.

Auslagen

Die der Gesellschaft aufgrund oder im Zusammenhang mit der Gründung entstandenen Kosten, Gebühren, Honorare und Auslagen werden auf EUR 1.500,-geschätzt.

Beschlüsse des Gesellschafters

Der Gründer, welcher das gesamte Gesellschaftskapital repräsentiert und welcher auf eine formelle Einberufungsbekanntmachung verzichtet, hat folgende Beschlüsse gefasst:

1. Der Sitz der Gesellschaft ist in 5, rue Heienhaff, L-1736 Senningerberg, Großherzogtum Luxemburg.

2. Die folgenden Personen werden für unbegrenzte Zeit als Geschäftsführer der Gesellschaft ernannt:

(i) Ralph Günter Carl Brödel, geboren in Mannheim, Deutschland, am 5. August 1966, berufsansässig in 5 rue Heienhaff, L-1736 Senningerberg, Großherzogtum Luxemburg;

(ii) Stephan Grimm, geboren in Zweibrücken, Deutschland, am 9. April 1983, berufsansässig in 5 rue Heienhaff, L-1736 Senningerberg, Großherzogtum Luxemburg; und

(iii) Nitan Pathak, geboren in Toulouse, Frankreich am 15. Juli 1974, berufsansässig in 37B, avenue John F. Kennedy, L-2968 Luxemburg, Großherzogtum Luxemburg.

Worüber Urkunde, aufgenommen und geschlossen in Luxemburg, am eingangs erwähnten Datum.

Der beurkundende Notar, welcher die englische Sprache beherrscht, erklärt hiermit auf Ersuchen der erschienenen Partei, dass die Urkunde auf Anfrage der erschienenen Partei auf Englisch verfasst wurde, gefolgt von einer deutschen Übersetzung. Auf Ersuchen derselben erschienen Partei und im Falle von Abweichungen zwischen dem englischen und dem deutschen Text, soll die englische Fassung vorrangig sein.

Nachdem das Dokument der Bevollmächtigten der erschienenen Partei vorgelesen wurde, welche dem Notar mit Namen, Vornamen und Wohnsitz bekannt ist, hat die Bevollmächtigte die Urkunde zusammen mit dem Notar unterzeichnet.

Gezeichnet: J. Nündel und H. HELLINCKX.

Enregistré à Luxembourg A.C.1, le 29 octobre 2015. Relation: 1LAC/2015/34238. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): P. MOLLING.

- FÜR GLEICHLAUTENDE AUSFERTIGUNG - der Gesellschaft auf Begehr erteilt.

Luxemburg, den 16. November 2015.

Référence de publication: 2015185479/509.

(150206928) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 novembre 2015.

NRG 6 S.A. SPF, Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-1470 Luxembourg, 7, route d'Esch.

R.C.S. Luxembourg B 165.949.

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Le Conseil d'Administration rappelle aux actionnaires que les droits afférents aux actions au porteur ne peuvent être exercés qu'en cas de dépôt de l'action au porteur auprès du dépositaire conformément à l'article 42 de LCSC. En outre, le Conseil d'Administration rappelle également aux actionnaires que les actions au porteur doivent être déposées pour le 18 février 2016 au plus tard sous peine de sanction.

Les actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE EXTRAORDINAIRE

Qui se tiendra au 24, Bohey, L-9647 Doncols, en date du *14 décembre 2015* à 8 heures 15, avec l'ordre du jour suivant :

Ordre du jour:

1. Réduction du capital social de la Société à concurrence de trois cent cinquante-deux mille euros (EUR 352.000,-) pour le porter de son montant actuel de sept cent deux mille euros (EUR 702.000,-) à trois cent cinquante mille euros (EUR 350.000,-) sans suppression d'actions mais par réduction du pair comptable des actions existantes ;
2. Modification subséquente de l'article 5 des statuts
3. Délégation de pouvoirs ;
4. Divers.

Le Conseil d'Administration.

Référence de publication: 2015189953/1004/21.

NRG 7 S.A. SPF, Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-1470 Luxembourg, 7, route d'Esch.

R.C.S. Luxembourg B 175.696.

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Le Conseil d'Administration rappelle aux actionnaires que les droits afférents aux actions au porteur ne peuvent être exercés qu'en cas de dépôt de l'action au porteur auprès du dépositaire conformément à l'article 42 de LCSC. En outre, le Conseil d'Administration rappelle également aux actionnaires que les actions au porteur doivent être déposées pour le 18 février 2016 au plus tard sous peine de sanction.

Les actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE EXTRAORDINAIRE

Qui se tiendra au 24, Bohey, L-9647 Doncols, en date du *14 décembre 2015* à 8 heures 30, avec l'ordre du jour suivant :

Ordre du jour:

1. Réduction du capital social de la Société à concurrence de trois cent cinquante-deux mille euros (EUR 352.000,-) pour le porter de son montant actuel de sept cent deux mille euros (EUR 702.000,-) à trois cent cinquante mille euros (EUR 350.000,-) sans suppression d'actions mais par réduction du pair comptable des actions existantes ;
2. Modification subséquente de l'article 5 des statuts
3. Délégation de pouvoirs ;
4. Divers.

Le Conseil d'Administration.

Référence de publication: 2015189954/1004/21.

AXA Investplus, Société d'Investissement à Capital Variable.

Siège social: L-5826 Hesperange, 33, rue de Gasperich.

R.C.S. Luxembourg B 26.830.

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Une première assemblée générale extraordinaire convoquée le 24 novembre 2015 n'ayant pas atteint le quorum de présence pour décider valablement, vous êtes conviés à assister à une seconde

ASSEMBLÉE GÉNÉRALE EXTRAORDINAIRE

de la Société qui se tiendra le *28 décembre 2015* à 10h30 au siège social pour délibérer et voter sur le même ordre du jour, qui s'établit comme suit :

Ordre du jour:

1. Transfert du siège social de la Société du 33, rue de Gasperich, L-5826 Hesperange au 60, avenue J.F. Kennedy, L-1855 Luxembourg à partir du 1 janvier 2016 et modification en conséquence de l'article 4 des statuts de la Société.
2. Immobilisation des actions au porteur suite à l'entrée de la loi du 28 juillet 2014 relative à l'immobilisation des actions et parts au porteur (la " Loi de 2014 ") et modification correspondante des articles 6, 8 et 12 des statuts de la Société.
3. Mise en conformité des statuts de la Société avec les prescriptions de la loi du 12 Juillet 2013 relative aux gestionnaires de fonds d'investissement alternatifs (la " Loi de 2013 ") et par conséquent, modification des articles actuels 20, 21, 22, 23, 26, 29 et ajout de nouveaux articles à numéroter 17 et 32.
4. Refonte globale des statuts de la Société de manière à refléter les différents changements mentionnés ci-avant.

Le projet de statuts coordonnés, le projet de prospectus et les derniers rapports périodiques sont à disposition des actionnaires pour inspection au siège de la Société et auprès du service financier en Belgique, AXA Bank Europe, boulevard du Souverain 25 à B-1170 Bruxelles.

L'assemblée générale extraordinaire n'est soumise à aucune condition de quorum de présence pour délibérer et voter valablement et les décisions, pour être valablement prises, devront être prises à la majorité des deux-tiers des voix exprimées lors de l'assemblée générale extraordinaire. Les voix exprimées ne prennent pas en compte les voix des actions représentées à l'assemblée générale extraordinaire pour lesquelles les actionnaires n'ont pas pris part au vote ou se sont abstenus ou ont retourné un vote en blanc ou nul.

Les actionnaires peuvent voter en personne ou par procuration.

Les actionnaires détenant des actions au porteur et qui souhaitent participer à l'assemblée générale extraordinaire doivent solliciter de la part du dépositaire maintenant le registre des actions au porteur un certificat qui constate toutes les inscriptions les concernant.

Pour le Conseil d'administration,

AXA INVESTPLUS

Référence de publication: 2015189956/755/34.

LOYS Sicav, Société d'Investissement à Capital Variable.

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

R.C.S. Luxembourg B 153.575.

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Die Aktionäre der LOYS Sicav (die "Gesellschaft") werden hiermit zur

AUSSERORDENTLICHEN GENERALVERSAMMLUNG

die am *28. Dezember 2015* um 14:00 Uhr in den Geschäftsräumen des Notariats Hellinckx, 101, rue Cents, L-1319 Luxemburg stattfindet, eingeladen um über folgende Tagesordnung zu beraten und abzustimmen, da in der ersten Außerordentlichen Generalversammlung vom 25. November 2015 das erforderliche Anwesenheitsquorum nicht erreicht wurde:

Tagesordnung:

1. Verlegung des Gesellschaftssitzes von 5, Heienhaff, L-1736 Senningerberg nach 1c, rue Gabriel Lippmann, L-5365 Munsbach mit Wirkung zum 01. Januar 2016.
2. Anpassung der Satzung an die Dokumente der Hauck & Aufhäuser Investment Gesellschaft S.A. und dementsprechende Neufassung mit Wirkung zum 01. Januar 2016.
3. Im Rahmen der Neufassung der Satzung soll der Gesellschaftszweck mit Wirkung zum 01. Januar 2016 folgenden Wortlaut erhalten:
   Artikel 4 - Gesellschaftszweck
   Der ausschließliche Zweck der Gesellschaft ist, die beschafften Mittel in Wertpapiere und andere zulässige Finanzanlagen im Sinne von Teil I des Gesetzes vom 17. Dezember 2010 nach dem Grundsatz der Risikostreuung anzulegen und den Aktionären die Ergebnisse der Vermögensverwaltung zukommen zu lassen.

Die Gesellschaft kann jegliche Maßnahme ergreifen und Transaktion ausführen, welche sie für die Erfüllung und Ausführung dieses Gesellschaftszweckes für nützlich erachtet, und zwar im weitestmöglichen Rahmen gemäß Teil I des Gesetzes vom 17. Dezember 2010.

4. Im Rahmen der Neufassung der Satzung wird in Artikel 6 der neuen Satzung festgelegt, dass die Gesellschaft beschließen kann, Aktienbruchteile auszugeben.
5. Im Rahmen der Neufassung der Satzung wird in Artikel 8 der neuen Satzung festgelegt, dass die genaue Definition eines "Bankarbeitstags" durch die Gesellschaft im Verkaufsprospekt erfolgt.
6. Im Rahmen der Neufassung der Satzung werden in Artikel 24 der neuen Satzung die Bedingungen für die Verschmelzung von Teilfonds modifiziert.
7. Hinzuwahl folgender Personen als Verwaltungsratsmitglieder mit Wirkung zum 01. Januar 2016, vorbehaltlich der Genehmigung durch die Commission de Surveillance du Secteur Financier:

   - Herr Stefan Schneider, geboren am 26. April 1967 in Ehringshausen (Deutschland), beruflich ansässig in 1c, rue Gabriel Lippmann, L-5365 Munsbach,
   - Herr Frank Trzewik, geboren am 27. Juni 1967 in Oldenburg (Deutschland), beruflich ansässig Alte Amalienstr. 30, D-26135 Oldenburg,
   - Herr Ufuk Boydak, geboren am 26. Dezember 1985 in Lohne/Oldenburg (Deutschland), beruflich ansässig Friedensstr.7, D-60311 Frankfurt.

8. Sonstiges

Der Entwurf der neugefassten Satzung ist am Sitz der Gesellschaft für die Aktionäre der Gesellschaft kostenfrei erhältlich.

Diese weitere Außerordentliche Generalversammlung ist ordnungsgemäß beschlussfähig, gleich welcher Anteil des Gesellschaftskapitals vertreten ist. Die Beschlüsse auf die Tagesordnung müssen aber gemäß Artikel 67-1 des Gesetzes vom 10. August 1915 über Handelsgesellschaften mit 2/3-Mehrheit der Stimmen der anwesenden oder vertretenen Aktien gefasst werden.

Teilnahme- und abstimmungsberechtigt sind alle Aktionäre, die dem Verwaltungsrat der Gesellschaft oder der Verwaltungsgesellschaft Alceda Fund Management S.A., 5, Heienhaff, L-1736 Senningerberg, per Post, per E-Mail unter corporate@alceda.lu oder per Fax +352 248 329 442 bis spätestens 23. Dezember 2015 eine Bestätigung ihres Depots vorlegen können, aus der die Anzahl der Aktien im Besitz des Aktionärs hervorgeht, einschließlich der Bestätigung, dass die Aktien bis zum Tag nach der Versammlung gesperrt sind.

Alle Aktionäre, die zur Teilnahme und Abstimmung auf der Versammlung befugt sind, dürfen einen Stellvertreter ernennen, der in ihrem Namen abstimmt. Das Vollmachtsformular ist dann gültig, wenn es formell rechtmäßig ausgefüllt wurde und eigenhändig vom ernennenden Aktionär, oder von dessen Bevollmächtigten unterzeichnet wird und bis spätestens zum Geschäftsschluss des 23. Dezember 2015 bei dem Verwaltungsrat der Gesellschaft oder bei Verwaltungsgesellschaft Alceda Fund Management S.A., per Post, per E-Mail unter corporate@alceda.lu oder per Fax +352 248 329 442 eingegangen ist.

Für die Anforderung entsprechender Vertretungsvollmachten oder bei Fragen im Zusammenhang mit der Teilnahme an der Versammlung wenden Sie sich bitte an corporate@alceda.lu.

Senningerberg, im November 2015 — Der Verwaltungsrat

Référence de publication: 2015189955/1346/60.

E&G Fonds, Société d'Investissement à Capital Variable.

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

R.C.S. Luxembourg B 77.618.

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Im Einklang mit den Artikeln 13 und 18 der Satzung der Investmentgesellschaft mit variablem Kapital (Société d'Investissement à capital variable) E&G Fonds findet die

JÄHRLICHE GENERALVERSAMMLUNG

der aktionäre am *14. Dezember 2015* um 10.00 Uhr am Sitz der Gesellschaft, 9A, rue Gabriel Lippmann, L-5365 Munsbach, statt.

Tagesordnung:

1. Bericht des Verwaltungsrates und des Abschlussprüfers.
2. Genehmigung der vom Verwaltungsrat vorgelegten Bilanz sowie der Gewinn- und Verlustrechnung für das Geschäftsjahr zum 30. September 2015.
3. Verwendung des Jahresergebnisses.
4. Entlastung der Verwaltungsratsmitglieder und des Abschlussprüfers.
5. Ernennung der Verwaltungsratsmitglieder bis zum Ablauf der ordentlichen Generalversammlung des Jahres 2016.
6. Ernennung des Abschlussprüfers bis zum Ablauf der ordentlichen Generalversammlung des Jahres 2016.

7. Verschiedenes.

Die Zulassung zur Generalversammlung setzt voraus, dass die entsprechenden Inhaberaktien vorgelegt werden oder die Aktien bis spätestens 5 Tage vorher bei einer Bank gesperrt werden. Eine Bestätigung der Bank über die Sperrung der Aktien genügt als Nachweis über die erfolgte Sperrung.

Munsbach, 25. November 2015 *Der Verwaltungsrat*

Référence de publication: 2015189957/2501/24.

All-Sport International SA, SPF, Société Anonyme - Société de Gestion de Patrimoine Familial.

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

R.C.S. Luxembourg B 39.673.

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Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLÉE GÉNÉRALE STATUTAIRE

qui aura lieu le *14 décembre 2015* à 16:00 heures au siège social, avec l'ordre du jour suivant :

Ordre du jour:

1. Rapport de gestion du Conseil d'Administration et rapport du Commissaire aux comptes
2. Approbation des comptes annuels et affectation des résultats au 30 juin 2015
3. Décharge aux Administrateurs et au Commissaire aux comptes
4. Nominations Statutaires
5. Délibération et décision sur la dissolution éventuelle de la société conformément à l'article 100 de la loi modifiée du 10 août 1915 sur les sociétés commerciales
6. Divers

Le Conseil d'Administration.

Référence de publication: 2015189958/795/18.

Quint:Essence Concept, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-5365 Munsbach, 2, rue Gabriel Lippmann.

R.C.S. Luxembourg B 150.867.

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Mit Datum 1.6.2015 wurde folgender Beschluss des Verwaltungsrates gefasst:

Annahme des Rücktritts des Herrn Carsten Gerlinger aus dem Verwaltungsrat der Gesellschaft zum 31.5.2015.

Herr Josef Koppers (Berufsadresse: 2, Rue Gabriel Lippmann, L-5365 Munsbach) wird mit Wirkung zum 1.6.2015 als Mitglied des Verwaltungsrates der Gesellschaft ernannt. Das Mandat endet mit Ablauf der im Jahre 2016 stattfindenden ordentlichen Generalversammlung.

Luxemburg, den 15.9.2015.

Quint:Essence Concept SICAV-FIS

Référence de publication: 2015154575/14.

(150169437) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 septembre 2015.

M-Alternative Investment Fund, SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 201.487.

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STATUTES

In the year two thousand and fifteen, on the twenty-third day of October.

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

THERE APPEARED:

1. M-Alternative Investment Fund General Partner, S.à r.l., a private limited liability company (société à responsabilité limitée), incorporated and existing under the laws of the Grand Duchy of Luxembourg and of which the registration with the Luxembourg Registre de commerce et des sociétés is currently pending, having a share capital of twelve thousand five hundred Euro (EUR 12,500) and having its registered office at 5, rue Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg,

here represented by Jennyfer Nündel, professionally residing in Luxembourg, by virtue of a proxy, given in Luxembourg, on 23 October 2015, and

2. Max-Planck-Förderstiftung, a German foundation established under German law and authorized by the Government of Upper Bavaria, Germany, on 23 June 2006, having its registered office at Färbergraben 18, 80331 Munich, Germany,

here represented by Jennyfer Nündel, professionally residing in Luxembourg, by virtue of a proxy, given in Munich, on 25 September 2015,

The said proxies, initialled ne varietur by the proxyholder of the appearing parties and the notary, shall remain annexed to this deed to be filed at the same time with the registration authorities.

Such appearing parties have requested the officiating notary to enact the deed of incorporation of a Luxembourg société en commandite par actions (S.C.A.) which they wish to incorporate with the following articles of association (the "Articles of Association"):

A. Name - Purpose - Duration - Registered office

Art. 1. Name and form. There exists a partnership limited by shares (société en commandite par actions), qualifying as a specialised investment fund in the form of an investment company with variable share capital (société d'investissement à capital variable -fonds d'investissement spécialisé) under the name M-Alternative Investment Fund, SICAV-SIF (hereinafter the "Company") which shall be governed by the law of 13 February 2007 relating to specialised investment funds, as amended (the "2007 Law"), the law of 12 July 2013 on alternative investment fund managers (the "2013 Law"), the law of 10 August 1915 concerning commercial companies, as amended (the "1915 Law"), as well as by the present articles of association (the "Articles of Association"), among M-Alternative Investment Fund General Partner, S.à r.l., a private limited liability company (société à responsabilité limitée) validly existing under the laws of the Grand Duchy of Luxembourg, being the managing general partner (associé gérant commandité) (the "General Partner") of the Company, and the current limited shareholder(s) (associés commanditaires) (the "Limited Shareholders") of the Company and all those persons who shall become Limited Shareholders of the Company (the General Partner together with the Limited Shareholders collectively referred to as "shareholders").

The Company shall further qualify as an alternative investment fund under the 2013 Law.

Art. 2. Purpose.

2.1. The purpose of the Company is the collective investment of the funds available to it in securities of all types, undertakings for collective investment or any other permissible assets, including but not limited to shares or units in other investment vehicles, with a view to spreading investment risks and enabling its shareholders to benefit from the results of the management thereof.

2.2. The Company may take any measures and conduct any operations it sees fit for the purpose of achieving or developing its purpose in accordance with the 2007 Law and the 2013 Law.

Art. 3. Duration.

3.1 The Company is incorporated for limited period of time of thirty (30) years.

3.2 The Company may enter into liquidation at any time with or without cause upon proposition of the General Partner by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these Articles of Association. The Company shall not end in the event of the resignation, liquidation, bankruptcy or insolvency of the General Partner.

Art. 4. Registered office.

4.1 The registered office of the Company is established in Senningerberg, Grand Duchy of Luxembourg.

4.2 Within the same municipality, the registered office may be transferred by means of a decision of the General Partner. It may be transferred to any other municipality in the Grand Duchy of Luxembourg by means of a resolution of the general meeting of shareholders, adopted in the manner required for an amendment of these Articles of Association.

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

B. Share capital - Shares - Net asset value

Art. 5. Share capital.

5.1 The Company shall be represented by fully paid up shares of no par value and shall at all times be equal to the total net asset value of the Company. The share capital of the Company shall thus vary ipso iure, without any amendment to these Articles of Association and without compliance with measures regarding publication and entry into the Luxembourg Trade and Companies' Register.

5.2 The capital of the Company shall be represented by two categories of shares, namely management shares held by the General Partner as unlimited shareholder (actionnaire commandité) ("Management Shares") and ordinary shares held by the limited shareholders (actionnaires commanditaires) ("Ordinary Shares") of the Company. Each Ordinary Share and

Management Share shall be referred to as a "share" and collectively as "shares", whenever the reference to a specific category of shares is not justified.

5.3 The minimum share capital of the Company may not be less than the level provided for by the 2007 Law, i.e. one million two hundred and fifty thousand euros (EUR 1,250,000.-). Such minimum capital must be reached within a period of twelve (12) months after the date on which the Company has been authorised as a specialised investment fund under Luxembourg law.

5.4 The Company is incorporated with an initial share capital of thirty-one thousand Euro (EUR 31,000) divided into one (1) Management Share without nominal value and thirty (30) Ordinary Shares without nominal value.

Art. 6. Shares.

6.1 The shares of the Company are in registered form.

6.2 The Company may have one or several shareholders.

6.3 Death, suspension of civil rights, dissolution, bankruptcy or insolvency or any other similar event regarding any of the shareholders shall not cause the dissolution of the Company.

Art. 7. Register of shares - Transfer of shares.

7.1 A register of registered shares shall be kept at the registered office of the Company or by one or more persons designated therefore by the Company, where it shall be available for inspection by any shareholder. The register shall contain all the information required by the 1915 Law. Ownership of shares is established by registration in said share register. Certificates of such registration (certificat d'inscription nominative) witnessing the registration of the relevant Shareholder in the share register of the Company and the number of shares held by it shall be issued upon request and at the expense of the relevant shareholder. The Certificates shall be signed by the General Partner.

7.2 The inscription of the shareholder's name in the register of shareholders evidences his right of ownership on such registered shares. The General Partner shall decide whether a certificate for such inscription shall be delivered to the shareholder or whether the shareholder shall receive a written confirmation of his shareholding.

7.3 The signatures shall be either manual, or printed, or in facsimile. However, one of such signatures may be made by a person duly authorized therefore by the General Partner; in this latter case, the signature shall be manual. The Company may issue temporary share certificates in such form as the General Partner may determine.

7.4 A duplicate share certificate may be issued under such conditions and guarantees as the Company may determine, including but not restricted to a bond issued by an insurance company, if a shareholder so requests and proves to the satisfaction of the Company that his share certificate has been lost, damaged or destroyed. The new share certificate shall specify that it is a duplicate. Upon its issuance, the original share certificate shall become void.

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

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

7.7 The Company will recognise only one holder per share. In case a share is owned by several persons, they shall appoint a single representative who shall represent them towards the Company. The Company has the right to suspend the exercise of all rights attached to that share until such representative has been appointed.

7.8 The Company may decide to issue fractional shares up to two (2) decimal places. Such fractional shares shall not be entitled to vote except to the extent their number held by a shareholder is such that they represent a whole share in which case they confer a voting right; they shall be entitled to participate in the net assets attributable to the relevant Class on a pro rata basis.

7.9 Shares of any Class may only be transferred, pledged or assigned with the written consent of the General Partner. Any transfer or assignment of shares is subject to the purchaser or assignee thereof fully and completely assuming in writing prior to the transfer or assignment, all outstanding obligations of the seller under the subscription agreement entered into by the seller.

7.10 The General Partner shall not accept any transfer of shares to any transferee who may not be considered as an Eligible Investor as defined below.

Art. 8. Classes of shares.

8.1 The General Partner may decide to issue one or more classes of shares (each a "Class" and together the "Classes") or series of shares for the Company which shall initially be as follows:

- "Managing Share": one share which has been subscribed by the General Partner as unlimited shareholder (actionnaire gérant commandité) of the Company;

- "Ordinary Shares": shares which shall be subscribed by limited shareholder(s) (actionnaire(s) commanditaire(s)), and which are entitled to distribution rights as further described in the offering memorandum of the Company (the "Offering Memorandum");

8.2 Each Class may differ from the other classes with respect to its cost structure, the initial investment required, the currency in which the net asset value is expressed or any other feature as may be determined by the General Partner from time to time. The General Partner may further, at its discretion, decide to change any of these characteristics as well as the name of any Class. In such a case, the Offering Memorandum shall be updated accordingly.

8.3 The General Partner may create each Class for an unlimited or limited duration; in the latter case, upon expiry of the term, the General Partner may extend the duration of the relevant Class once or several times. At the expiry of the duration of the Class, the Company shall redeem all the shares in the Class, in accordance with 9.1 au-dessous.

8.4 The Company may, in the future, offer new Classes without the approval of the shareholders. Such new Classes may be issued on terms and conditions that differ from the existing Classes.

8.5 The alternative investment fund manager of the Company (the "AIFM") shall use reasonable endeavours to provide that its decision-making procedures and its organisational structure promote the fair treatment of shareholders. Shareholders may, upon request, be entitled to receive additional information, confirmations and disclosures in relation to the Company.

8.6 The AIFM will adopt such provisions as necessary to ensure that any preferential treatment accorded by the Company to a shareholder will not result in an overall material disadvantage to other shareholders, as further disclosed in the Offering Memorandum.

Art. 9. Issue of shares and capital calls.

9.1 The shares of the Company are exclusively restricted to institutional, professional or well-informed investors within the meaning of the 2007 Law (the "Eligible Investors") and the Company will refuse to issue shares to the extent the legal or beneficial ownership thereof would belong to persons or companies which do not qualify as Eligible Investor within the meaning of the 2007 Law.

9.2 The General Partner is authorized, without limitation, to issue an unlimited number of shares at any time without reserving to the existing shareholders a preferential right to subscribe for the shares to be issued under the terms and conditions stressed in the Offering Memorandum.

9.3 The General Partner may impose restrictions on the frequency at which shares shall be issued in any Class; the General Partner may, in particular, decide that shares of any Class shall only be offered for subscription (i) in the context of one or several closings or (ii) continuously at a specified periodicity, as indicated in the Offering Memorandum.

9.4 Subject to the right of the General Partner to accept subscriptions for shares for a lesser amount, the minimum investment and holding requirement per investor is one hundred twenty-five thousand euros (EUR 125,000).

9.5 Shareholders will be required to pay their unfunded capital commitment pursuant to capital calls issued by the General Partner, by way of the subscription for additional fully paid-up shares in the relevant Class(es). In no event will any shareholder's pro rata share of such drawdown exceed that shareholder's unfunded capital commitment. Capital commitments will be drawn down pro rata on an as-needed basis for specific investments and to cover fees and expenses, as described in the Offering Memorandum. Shares will generally be issued to shareholders against a drawdown of all or part of that shareholder's capital commitment.

Art. 10. Redemption of shares and default.

10.1 The Company is closed-ended, which means that unilateral redemptions requests by the shareholders may not be accepted by the Company.

10.2 Shares of the Company may be redeemed compulsorily if (i) the shareholder ceases to be or is found not to be an Eligible Investor within the meaning of article 2 of the 2007 Law, or, more generally, (ii) when a shareholder qualifies as a prohibited person or defaulting shareholder pursuant to the Offering Memorandum or other sales documents or (iii) following a transfer of shares which has been made in breach of the Articles of Association. Such compulsory redemption shall be made under the terms, conditions and procedures described in the Offering Memorandum.

10.3 If the General Partner so determines, payments to any shareholder, who agrees, may be made in specie by allocating to the shareholder investments from the portfolio of assets of the Company equal to the value of the shares to be cancelled. 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 shareholders and the valuation used shall be confirmed by a special report of the auditor of the Company ("réviseur d'entreprises agréé"). The costs of any such transfer shall be borne by the transferee.

10.4 All redeemed shares may be cancelled.

10.5 In the event that an Investor fails to advance to the Company its capital contribution as specified in a drawdown notice on or before the date specified therein (the "Defaulting Investor"), the General Partner may engage statutory rights and remedies upon default of payment. In such case, further calls may be made upon the other shareholders (up to but not exceeding their respective unfunded capital commitments and pro rata to their respective capital commitments) in order to make good the shortfall. If however, the Defaulting Investor fails to pay in full the outstanding amount and interest accrued thereon, on or before the seven (7) Business Day from the drawdown date, the General Partner may (without prejudice to any other remedies it may have), in its sole discretion, and without further notice:

10.5.1 cause any distribution otherwise payable to the Defaulting Investor to be off-set or withheld up to an amount which equals the outstanding amount and interest accrued thereon;

10.5.2 suspend any voting rights attaching to the shares held by the Defaulting Investor;

10.5.3 cancel the remaining unfunded capital commitment and/or, acting as irrevocable agent (mandataire) for the Defaulting Investor, offer the remaining unfunded capital commitment to the other non-defaulting investors in part or in total and/or to any third party transferee; and

10.5.4 offer the shares of such Defaulting Investor as its irrevocable agent for acquisition in whole or in part by the other non-defaulting Investors and/or any third party transferee. The General Partner will sell the shares bearing in mind the need to realize a prompt transfer in order to remedy the default. The Defaulting Investor shall be deemed to have irrevocably consented and agreed to:

10.5.5 auction its shares to the other Investors and, in respect of any shares not acquired by the other Investors, transfer them to any third party transferee;

10.5.6 receive the proceeds of the disposal of such shares in an amount equal to the lesser of (x) such Defaulting Investor's total capital contributions previously advanced by it to the Company and (y) the total proceeds of such sale, in each case, less the defaulted capital contribution and accrued default interest (if applicable) thereon up to the date the disposal is effected, the expenses incurred in relation to such sale and a pro rata share of applicable expenses up to the date the disposal is effected, and 10.5.7 pay, from the proceeds of the disposal of its shares, the defaulted capital contribution, the accrued default interest, the expenses incurred in relation to such sale and the pro rata share of any applicable expenses or charges incurred as a result of the default (including legal and other advisory charges) up to the date the disposal is effected.

10.6 The proceeds of the disposal of such shares in excess of the amount paid to the Defaulting Investor (if any) shall be for the benefit of the Company.

Art. 11. Conversion of shares. Unless otherwise is expressly foreseen in the Offering Memorandum as to the contrary, shareholders are not authorized to convert shares from one Class into another.

Art. 12. Restrictions and prohibitions on the ownership of shares.

12.1 Furthermore, the General Partner may restrict or prevent the legal or beneficial ownership of shares or prohibit certain practices as disclosed in the Offering Memorandum such as late trading and market timing by any person (individual, corporation, partnership or other entity), if in the opinion of the General Partner such ownership or practices may (i) result in a breach of any provisions of these Articles of Association, the Offering Memorandum or law or regulations of any jurisdiction, or (ii) require the Company, its AIFM or its investment advisor(s) to be registered under any laws or regulations whether as an investment fund or otherwise, or cause the Company to be required to comply with any registration requirements in respect of any of its shares, whether in the United States of America or any other jurisdiction; or (iii) may cause the Company, its AIFM, its investment advisor(s) or shareholders any legal, regulatory, taxation, administrative or financial disadvantages which they would not have otherwise incurred (such person being herein referred to as "Prohibited Person").

12.2 For such purposes the General Partner may:

a) decline to issue any shares and to accept any transfer of shares, where it appears that such issue or transfer would or might result in legal or beneficial ownership of such shares by a Prohibited Person;

b) require at any time any person entered in the register of shares, or any person seeking to register a transfer of shares therein, to furnish the Company with any information, supported by affidavit, which the Company may consider necessary for the purpose of determining whether such registry results in beneficial ownership of such shares by a Prohibited Person;

c) compulsorily redeem or cause to be redeemed all shares held by a Prohibited Person. To that end, the Company will notify the Prohibited Person of the reasons which justify the compulsory redemption of shares, the number of shares to be redeemed and the indicative valuation day on which the compulsory redemption will occur. The redemption price shall be determined in accordance with Article 10.1 au-dessus; and

d) grant a grace period to the shareholder for remedying the situation causing the compulsory redemption as described in the Offering Memorandum and/or propose to convert the shares held by any shareholder who fails to satisfy the eligibility requirements for such Class into shares of another Class available for such shareholder, to the extent that the eligibility requirements would then be satisfied.

12.3 The Company reserves the right to require the Prohibited Person to indemnify the Company against any losses, costs or expenses arising as a result of any compulsory redemption of shares due to the shares being held by, or for the benefit of, such Prohibited Person. The Company may pay such losses, costs or expenses out of the proceeds of any compulsory redemption and/or redeem all or part of the Prohibited Person's shares in order to pay for such losses, costs or expenses.

Art. 13. Net asset value.

13.1 The net asset value of the shares or Class shall be determined and expressed in the currency(ies) decided upon by the General Partner. The General Partner or any agent appointed by the General Partner shall determine and disclose in the Offering Memorandum the days by reference to which the assets of the Company shall be valued (each a "valuation day"); provided that a valuation must at least take place annually and when required under the 2013 Law. For each Class, the net asset value per share shall be calculated in the relevant reference currency with respect to each valuation day by dividing

the net assets attributable to such Class (which shall be equal to the assets minus the liabilities attributable to such Class) by the number of shares issued and in circulation in such Class. The net asset value per share may be rounded up or down to the nearest ten thousandth of the relevant currency as the General Partner shall determine.

13.2 Subject to the rules on the allocation to Classes of Article 1) below, the assets of the Company shall include:

1) all cash on hand or on deposit, including any outstanding accrued interest;

2) all bills and any types of notes or accounts receivable, including outstanding proceeds of any disposal of financial instruments;

3) all securities and financial instruments, including shares, bonds, notes, certificates of deposit, debenture stocks, options or subscription rights, warrants, money market instruments and all other investments belonging to the Company;

4) all dividends and distributions payable to the Company either in cash or in the form of stocks and shares (which will normally be recorded in the Company's books as of the ex-dividend date, provided that the Company may adjust the value of the security accordingly);

5) all outstanding accrued interest on any interest-bearing instruments belonging to the Company, unless this interest is included in the principal amount of such instruments;

6) the formation expenses of the Company, to the extent that such expenses have not already been written off; and

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

13.3 Subject to the rules on the allocation to Classes of Article 1) below, the liabilities of the Company shall include:

1) all loans, bills or accounts payable, accrued interest on loans (including accrued fees for commitment for such loans);

2) all known liabilities, whether or not already due, including all contractual obligations that have reached their term, involving payments made either in cash or in the form of assets, including the amount of any dividends declared by the Company but not yet paid;

3) a provision for any tax accrued to the valuation day and any other provisions authorised or approved by the Company; and

4) all other liabilities of the Company of any kind recorded in accordance with applicable accounting rules, except liabilities represented by shares in the Company. In determining the amount of such liabilities, the Company shall take into account all expenses, fees, costs and charges payable by the Company including, but not limited to: management fees, investment management fees (including performance fees), fees of the depositary, fees of the administrator and other agents of the Company, directors' fees and expenses, operating and administrative expenses, transaction costs, formation expenses, and extraordinary expenses, each as may be further detailed in the Offering Memorandum.

13.4 The value of the assets of the Company shall be determined by the AIFM as follows:

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

2) based on the latest net asset value communicated by the respective manager of the Target Funds (as defined in the Offering Memorandum), interests in Target Funds are valued at the lower of the drawn down and paid commitments reduced by capital reimbursements or at their last official net asset value at the time of calculating the net asset value of the Company;

3) Co-Investments shall be valued on the basis of their acquisition price including all costs, fees and expenses connected with such acquisition. If such acquisition price is not representative, the value of any Co-Investments will be determined on the basis of their net asset value;

4) only realized income distributions will be recorded in the income statement of the Fund, the AIFM shall, acting in good faith, always be able to adjust the valuation policy if required to reflect true and fair view or to make amendments to better reflect the valuation at reporting date.

13.5 Assets and liabilities of the Company will be allocated to each Class as set out below and in the Offering Memorandum:

1) The proceeds from the issue of shares of a Class, all assets in which such proceeds are invested or reinvested and all income, earnings, profits or assets attributable to or deriving from such investments, as well as all increase or decrease in the value thereof, will be allocated to that Class and recorded in its books. The assets allocated to each Class will be invested together in accordance with the investment objective, policy and strategy of the Company subject to the specific features and terms of issue of each Class, as specified in the Offering Memorandum.

2) All liabilities of the Company attributable to the assets allocated to a Class or incurred in connection with the creation, operation or liquidation of a Class will be charged to that Class and, together with any increase or decrease in the value thereof, will be allocated to that Class and recorded in its books. In particular and without limitation, the costs and any benefit of a specific feature of a Class will be allocated solely to the Class to which the specific feature relates.

3) Any assets or liabilities not attributable to a particular Class may be allocated by the General Partner in good faith and in a manner which is fair to shareholders generally and will normally be allocated to all Classes pro rata to their net asset value. Subject to the above, the General Partner may at any time vary the allocation of assets and liabilities previously allocated to a Class.

13.6 In calculating the net asset value of each Class the following principles will apply:

1) Each share agreed to be issued by the Company on each valuation day will be deemed to be in issue and existing immediately after the time of valuation on the valuation day as further described in the Offering Memorandum. From such time and until the subscription price is received by the Company, the assets of the Class concerned will be deemed to include a claim of that Class for the amount of any cash or other property to be received in respect of the issue of such shares. The net asset value of the Class will be increased by such amount immediately after the time of valuation on the valuation day.

2) Each share agreed to be redeemed by the Company on each valuation day will be deemed to be in issue and existing until and including the time of valuation on the valuation day as further described in the Offering Memorandum. Immediately after the time of valuation and until the redemption price is paid by the Company, the liabilities of the Class concerned will be deemed to include a debt of that Class for the amount of any cash or other property to be paid in respect of the redemption of such shares. The net asset value of the Class will be decreased by such amount immediately after the time of valuation on the valuation day.

3) Following a declaration of dividends for distribution shares on a valuation day determined by the Company to be the distribution accounting date, the net asset value of the Class will be decreased by such amount as of the time of valuation on that valuation day.

4) Where assets have been agreed to be purchased or sold but such purchase or sale has not been completed at the time of valuation on a given valuation day, such assets will be included in or excluded from the assets of the Company, and the gross purchase price payable or net sale price receivable will be excluded from or included in the assets of the Company, as if such purchase or sale had been duly completed at the time of valuation on that valuation day, unless the Company has reason to believe that such purchase or sale will not be completed in accordance with its terms. If the exact value or nature of such assets or price is not known at the time of valuation on the valuation day, its value will be estimated in accordance with the valuation principles described in Article 13.4 above.

5) The value of any asset or liability denominated or expressed in a currency other than the reference currency of the Company or a particular Class will be converted, as applicable, into the relevant reference currency at the prevailing foreign exchange rate at the time of valuation on the valuation day concerned which is considered appropriate as per the applicable valuation policy.

13.7 Other valuation principles or alternative methods of valuation may be applied which are considered appropriate in order to determine the probable realisation value of any asset if applying the above rules appears inappropriate or impracticable. The value of any asset may be adjusted as per the applicable valuation policy if such adjustment is required to reflect the fair value thereof. The net asset value may also be adjusted to reflect certain dealing charges if need be as more fully described in the Offering Memorandum.

13.8 Adequate provisions shall be made for unpaid administrative and other expenses of a regular or recurring nature based on an estimated amount accrued for the applicable period. Any off-balance sheet liabilities shall duly be taken into account in accordance with fair and prudent criteria.

13.9 In the absence of fraud, bad faith or manifest error, any decision to determine the net asset value taken by the General Partner or by any agent appointed by the General Partner for such purpose, shall be final and binding on the Company and all shareholders. The AIFM shall be liable for the valuation of the assets of the Company in accordance with the 2013 Law.

Art. 14. Suspension of calculation and publication of the net asset value per share, and/or the issue, redemption and conversion of shares.

14.1 The Company may temporarily suspend the calculation and publication of the net asset value per share of any Class and/or where applicable, the issue, redemption and conversion of shares of any Class in the following cases:

1) when any exchange or regulated market that supplies the price of the assets of the Company is closed, or in the event that transactions on such exchange or market are suspended, subject to restrictions, or impossible to execute in volumes allowing the determination of fair prices;

2) when the information or calculation sources normally used to determine the value of the assets of the Company are unavailable;

3) during any period when any breakdown or malfunction occurs in the means of communication network or IT media normally employed in determining the price or value of the assets of the Company, or which is required to calculate the net asset value per share;

4) when exchange, capital transfer or other restrictions prevent the execution of transactions of the Company or prevent the execution of transactions at normal rates of exchange and conditions for such transactions;

5) when exchange, capital transfer or other restrictions prevent the repatriation of assets of the Company for the purpose of making payments on the redemption of shares or prevent the execution of such repatriation at normal rates of exchange and conditions for such repatriation;

6) when the legal, political, economic, military or monetary environment, or an event of force majeure, prevents the Company from being able to manage the assets of the Company in a normal manner and/or prevent the determination of their value in a reasonable manner;

7) when there is a suspension of the net asset value calculation or of the issue, redemption or conversion rights by the investment fund(s) in which the Company is invested;

8) following the suspension of the net asset value calculation and/or the issue, redemption and conversion at the level of a master fund in which the Company invests as a feeder fund;

9) when, for any other reason, the prices or values of the assets of the Company cannot be promptly or accurately ascertained or when it is otherwise impossible to dispose of the assets of the Company in the usual way and/or without materially prejudicing the interests of shareholders;

10) in the event of a notice to shareholders convening an extraordinary general meeting of shareholders for the purpose of dissolving and liquidating the Company or informing them about the termination and liquidation of a Class, and more generally, during the process of liquidation of the Company or Class;

11) during the process of establishing exchange ratios in the context of a merger, a contribution of assets, an asset or share split or any other restructuring transaction;

12) during any period when the dealing of the shares of the Company or Class on any relevant stock exchange where such shares are listed is suspended or restricted or closed; and

13) in exceptional circumstances, whenever the General Partner considers it necessary in order to avoid irreversible negative effects on the Company or Class, in compliance with the principle of fair treatment of shareholders in their best interests.

14.2 In the event of exceptional circumstances which could adversely affect the interests of the shareholders or where significant requests for subscription, redemption or conversion of shares are received for a Class, the General Partner reserves the right to determine the net asset value per share for that Class only after the Company has completed the necessary investments or disinvestments in securities or other assets for the Class concerned.

14.3 The suspension of the calculation of the net asset value and/or, where applicable, of the issue, redemption and/or conversion of shares shall published and/or communicated to shareholders as required by applicable laws and regulations.

14.4 The suspension of the calculation of the net asset value and/or, where applicable, of the issue, redemption and/or conversion of shares in any Class shall have no effect on the calculation of the net asset value and/or, where applicable, of the issue, redemption and/or conversion of shares in any other Class.

14.5 Suspended subscription, redemption and conversion applications will be treated as deemed applications for subscriptions, redemptions or conversions in respect of the first valuation day following the end of the suspension period unless the shareholders have withdrawn their applications for subscription, redemption or conversion by written notification received by or on behalf of the Company before the end of the suspension period.

C. General meetings of shareholders

Art. 15. Powers of the general meeting of shareholders. The shareholders exercise their collective rights in the general meeting of shareholders. Any regularly constituted general meeting of shareholders shall represent the entire body of shareholders. The general meeting of shareholders is vested with the powers expressly reserved to it by the 1915 Law and by these Articles of Association.

Art. 16. Convening of general meetings of shareholders.

16.1 The general meeting of shareholders may at any time be convened by the General Partner.

16.2 It must be convened by the General Partner pursuant to a notice setting forth the agenda sent at least eight (8) days prior to the meeting to each registered shareholder at the shareholder's address in the register of shareholders. In such case, the general meeting of shareholders shall be held within a period of one (1) month from the receipt of such request.

16.3 The convening notice for every general meeting of shareholders shall contain at least the date, time, place, and agenda of the meeting and shall be sent to each shareholder by registered mail at least eight (8) days before the date scheduled for the meeting.

16.4 If all of the shareholders are present or represented at a general meeting of shareholders and have waived any convening requirements, the meeting may be held without prior notice or publication.

16.5 The General Partner may determine all other conditions that must be fulfilled by shareholders in order to attend any meeting of shareholders.

16.6 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.

16.7 Each share, whatever its value, shall provide entitlement to one vote. Fractions of shares do not give their holders any voting right except to the extent their number is such that they form a whole share in which case they confer a voting right.

16.8 Shareholders may act either in person or by giving a written proxy to another person who needs not be a shareholder and may be the General Partner.

Art. 17. Conduct of general meetings of shareholders.

17.1 The annual general meeting of shareholders shall be held each year in Luxembourg at the registered office of the Company or at such other place in Luxembourg as may be specified in the convening notice of such meeting, on the third

Thursday of June at 3 o'clock CET. If such day is not a business day, or is a legal or banking holiday, the annual general meeting shall be held on the next business day. Other meetings of shareholders may be held at such place and time as may be specified in the respective convening notices.

17.2 A board of the meeting shall be formed at every general meeting of shareholders, composed of a chairman, a secretary, and a scrutineer, who need not be shareholders. The board of the meeting shall especially ensure that the meeting is held in accordance with applicable rules and, in particular, in compliance with the rules in relation to convening, majority requirements, vote tallying and representation of shareholders.

17.3 An attendance list must be kept at all general meetings of shareholders.

17.4 Shareholders taking part in a meeting by conference call, through video conference or by any other means of communication, which allow (i) them to be identified, (ii) all persons taking part in the meeting to hear one another on a continuous basis, and (iii) an effective participation of all such persons in the meeting, are deemed to be present for the computation of the quorums and votes, subject to such means of communication being made available at the place of the meeting.

17.5 A shareholder may act at any general meeting of shareholders by appointing another person as his proxy in writing or by facsimile, electronic mail or any other similar means of communication. One person may represent several or even all shareholders.

17.6 Each shareholder may vote at a general meeting through a signed voting form sent by post, electronic mail, facsimile or any other means of communication to the Company's registered office or to the address specified in the convening notice. The shareholders may only use voting forms provided by the Company which contain at least the place, date and time of the meeting, the agenda of the meeting, the proposals submitted for decision to the meeting, as well as for each proposal three boxes allowing the shareholder to vote in favour of, against, or abstain from voting on each proposed resolution by ticking the appropriate box. Voting forms which, for a proposed resolution, fail to show (i) a vote in favour or (ii) a vote against the proposed resolution or (iii) an abstention are void with respect to such resolution. The Company shall only take into account voting forms received prior to the general meeting to which they relate.

17.7 The General Partner may determine further conditions that must be fulfilled by shareholders for them to take part in any general meeting of shareholders.

Art. 18. Quorum and vote.

18.1 Each shareholder is entitled to as many votes as he holds shares, subject to the rule on fractional shares in Article 7.8 above.

18.2 Except as otherwise required by the 1915 Law or these Articles of Association, resolutions at a general meeting of shareholders duly convened shall not require any presence quorum and shall be adopted at a simple majority of the votes validly cast regardless of the portion of capital represented. Abstentions and nil votes shall not be taken into account.

Art. 19. Amendments of the Articles of Association. Except as otherwise provided herein, these Articles of Association may be amended by a majority of at least two-thirds (2/3) of the votes validly cast at a general meeting at which a quorum of more than half (1/2) of the Company's share capital is present or represented. If no quorum is reached in a meeting, a second meeting may be convened in accordance with the 1915 Law and these Articles of Association which may deliberate regardless of the quorum and at which resolutions are taken at a majority of at least two-thirds (2/3) of the votes validly cast. Abstentions and nil votes shall not be taken into account.

Art. 20. Adjournment of general meetings of shareholders. Subject to the provisions of the 1915 Law, the General Partner may, during any general meeting of shareholders, adjourn such general meeting of shareholders for four (4) weeks. The General Partner shall do so at the request of shareholders representing at least twenty percent (20%) of the share capital of the Company. In the event of an adjournment, any resolution already adopted by the general meeting of shareholders shall be cancelled.

Art. 21. Minutes of general meetings of shareholders.

21.1 The board of any general meeting of shareholders shall draw up minutes of the meeting which shall be signed by the members of the board of the meeting as well as by any shareholder upon its request.

21.2 Any copy and excerpt of such original minutes to be produced in judicial proceedings or to be delivered to any third party, shall be certified as a true copy of the original by the notary having had custody of the original deed, in case the meeting has been recorded in a notarial deed, or shall be signed by General Partner or by any two (2) of its members.

Art. 22. General meetings of a Class.

22.1 The shareholders of any Class may hold, at any time, general meetings to decide on any matters which relate exclusively to such Class.

22.2 The provisions of this Chapter C shall apply, mutatis mutandis, to such general meetings.

D. Management

Art. 23. General Partner.

23.1. The Company shall be managed by M-Alternative Investment Fund General Partner, S.à r.l. (associé gérant commandité), a private limited liability company incorporated under the laws of the Grand Duchy of Luxembourg (herein referred to as the "General Partner").

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

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

Art. 24. Powers of the General Partner.

24.1. The General Partner is vested with the broadest powers to perform all acts of administration and disposition within the purpose of the Company.

24.2. All powers not expressly reserved by law or by the present Articles of Association to the general meeting of shareholders are within the powers of the General Partner.

24.3. The General Partner may appoint investment advisor(s) and manager(s), as well as any other management or administrative agent(s). The General Partner may enter into agreements with such persons or companies for the provision of their services, the delegation of powers to them, and the determination of their remuneration to be borne by the Company.

Art. 25. Corporate signature. Towards third parties, the Company is validly bound by the joint signature of any two managers of the General Partner or by the signature(s) of any other person(s) to whom authority has been delegated by the General Partner.

Art. 26. Liability. The General Partner is jointly and severally liable for all liabilities which cannot be met out of the assets of the Company. The holders of shares shall refrain from acting on behalf of the Company in any manner or capacity other than by exercising their rights as shareholders in general meetings and shall only be liable to the extent of their contributions to the Company.

Art. 27. Conflict of interest.

27.1. No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that the General Partner or any one or more of its manager or officers is a director, associate, officer or employee of, such other company or firm.

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

Art. 28. Indemnification.

28.1. The General Partner and each member, manager, partner, shareholder, director, officer, employee, agent or controlling person of the General Partner, the AIFM and the investment advisor(s), ("Indemnified Persons") will be entitled to indemnification to the fullest extent permitted by law out of the assets of the Company against any cost, expense (including attorneys' fees), judgment and/or liability reasonably incurred by or imposed upon such person in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency) to which such person may be made a party or otherwise involved or with which such person will be threatened by reason of being or having been an Indemnified Person; provided, however, that any such person will not be so indemnified with respect to any matter as to which such person is determined not to have acted in good faith in the best interests of the Company or the General Partner or any of their affiliates or with respect to any manner in which such person acted in a grossly negligent manner or in material breach of the constitutive documents of the Company or any provisions of relevant service agreement. Notwithstanding the foregoing, advances from funds of the Company to a person entitled to indemnification hereunder for legal expenses and other costs incurred as a result of a legal action will be made only if the following three conditions are satisfied: (1) the legal action relates to the performance of duties or services by such person on behalf of the Company; (2) the legal action is initiated by a third party to the Company; and (3) such person undertakes to repay the advanced funds in cases in which it is finally and conclusively determined that it would not be entitled to indemnification hereunder.

28.2. The Company shall not indemnify the Indemnified Persons in the event of claim resulting from legal proceedings between the General Partner and each member, manager, partner, shareholder, director, officer, employee, agent or controlling person of the same.

Art. 29. Investment policy and restrictions.

29.1 The General Partner, based upon the principle of risk spreading, has the power to determine the investment policies and strategies of the Company and the course of conduct of the management and business affairs of the Company.

29.2 The General Partner, acting in the best interests of the Company, may decide, in the manner described in the Offering Memorandum, that all or part of the assets of the Company be co-managed on a segregated basis with other assets held by other investors, including other undertakings for collective investment and/or their sub-funds.

E. Audit and supervision

Art. 30. Auditor. The Company shall have the accounting information contained in the annual report inspected by a Luxembourg independent auditor (réviseur d'entreprises agréé) appointed by the general meeting of shareholders, which shall determine its remuneration.

Art. 31. Depositary.

31.1 The General Partner will appoint a depositary which meets the requirements of the 2007 Law and the 2013 Law.

31.2 The depositary shall fulfil the duties and responsibilities as provided for by the 2007 Law and the 2013 Law. In carrying out its role as depositary, the depositary must act solely in the interests of the investors.

31.3 The depositary has been entrusted in accordance with the 2013 Law with the safekeeping of the Company's assets that cannot be held in custody and shall verify the ownership of such assets and will further carry out all such duties as are set out in Article 19 of the 2013 Law and the AIFMD Level 2 Regulation.

31.4 In case that the Company will acquire financial assets, such assets will be held in custody by an entity that is appropriately authorized and licensed to provide such services (the "Custodian"). The depositary will enter into appropriate contractual arrangements with the Custodian.

31.5 The depositary has not entered into any arrangement to contractually discharge itself of liability in accordance with Article 19 (13) of the 2013 Law in connection with the delegation of any of its functions to a third party delegate. If and to the extent the Company's assets must be held in deposit, they may be deposited with correspondents of the Custodian under the supervision of the Custodian.

31.6 Where the law of a third country requires that certain financial instruments be held in custody by a local entity and there are no local entities that satisfy the delegation requirements under the 2013 Law, the depositary may discharge itself of its liability with respect to the custody of such financial instruments provided that the conditions of article 19 (14) of the 2013 Law are met.

31.7 If the Depositary desires to withdraw, the General Partner shall use its best efforts to find a successor Depositary within two months of the effectiveness of such withdrawal.

31.8 Until the Depositary is replaced, which must happen within such period of two months, the Depositary shall take all necessary steps for the good preservation of the interests of the shareholders of the Company.

31.9 The General Partner may terminate the appointment of the Depositary but shall not remove the Depositary unless and until a successor depositary shall have been appointed to act in the place thereof.

F. Financial year - Annual accounts - Allocation of profits - Distributions

Art. 32. Financial year. The financial year of the Company shall begin on the first of January of each year and shall end on the thirty-first of December of the same year.

Art. 33. Annual accounts. At the end of each financial year, the accounts are closed and the General Partner draws up an inventory of the Company's assets and liabilities, the balance sheet and the profit and loss accounts in accordance with the law.

Art. 34. Distributions.

34.1 Distributions of dividends may be decided from time to time in accordance with applicable laws and the Offering Memorandum.

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

34.3 Any distribution that has not been claimed within five (5) years of its declaration shall be forfeited and revert to the Class(es) issued by the Company.

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

34.5 The Company shall not proceed to distributions by way of redemption of shares, in the event the net assets of the Company would fall below the minimum capital foreseen in the 2007 Law, i.e. one million two hundred and fifty thousand Euro (EUR 1,250,000.-).

34.6 Distributions prior to termination of the Company shall be in principle in cash.

34.7 Upon termination of the Company and the agreement of the shareholder, payment may also include listed or unlisted securities or other assets of the Company, whose value will be determined by the General Partner, supported by a valuation from the auditors of the Company. Payment in kind shall be determined on an equitable basis amongst the shareholders.

G. Liquidation - Winding-up

Art. 35. Dissolution and liquidation of the Company.

35.1 The Company may at any time upon proposition of the General Partner be dissolved by a resolution of the general meeting of shareholders subject to the quorum and majority requirements necessary for the amendment of these Articles of Association.

35.2 Liquidation shall be carried out by one or several liquidators, who may be physical persons or legal entities appointed by the general meeting of shareholders which shall determine their power and compensation.

35.3 The Company may at any time be dissolved in accordance with applicable laws. The net proceeds of the liquidation will be distributed to shareholders in proportion to their rights.

35.4 Liquidation proceeds which have not been claimed by shareholders at the time of the closure of the liquidation shall be deposited in escrow at the "Caisse de Consignation" in Luxembourg. Proceeds not claimed within the statutory period shall be forfeited in accordance with applicable laws and regulations.

H. Final provisions - Applicable law

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 of Association shall be determined in accordance with the 2007 Law, the 2013 Law and the 1915 Law.

Transitional provisions

1. The first financial year shall begin on the date of incorporation of the Company and terminate on thirty-first (31 st) December 2016.

2. Exceptionnally the first annual general meeting of shareholders shall be held on the first Thursday of March 2017.

3. The first annual report of the Company will be the annual report as of 2016.

Subscription and payment

The thirty-one (31) shares issued have been subscribed as follows:

- one (1) Managing Share has been subscribed by M-Alternative Investment Fund General Partner, S.à r.l., aforementioned, for the price of one thousand Euro (EUR 1,000); and

- thirty (30) Ordinary Shares have been subscribed by Max-Planck-Förderstiftung, aforementioned, for the price of one thousand Euro (EUR 1,000), each.

The shares so subscribed have been fully paid up by a contribution in cash so that the amount of thirty-one thousand Euro (EUR 31,000) is as of now available to the Company, as it has been justified to the undersigned notary. The total contribution in the amount of thirty-one thousand Euro (EUR 31,000) is entirely allocated to the share capital.

Declaration

The notary drawing up the present deed declares that the conditions set forth in articles 26, 26-3 and 26-5 of the law of 10 August 1915 on commercial companies, as amended, have been fulfilled and expressly bears witness to their fulfilment.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever incurred by the Company or which shall be borne by the Company in connection with its incorporation are estimated at approximately EUR 3,000.-.

Resolutions of the shareholders

Immediately after the incorporation of the Company, the above-named persons, representing the entire subscribed capital and considering themselves as duly convened, have immediately held an extraordinary general meeting. Having first verified that it was regularly constituted, the meeting took the following resolutions:

1. The address of the registered office of the Company is set at 5, rue Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg;

2. The following person is appointed as independent auditor until the general meeting of shareholders convened to approve the Company's annual accounts for the first financial year:

Ernst & Young S.A., a public limited liability company incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Companies' Register under number 47.771, having its registered office at 7, rue Gabriel Lippmann, Parc d'Activité Syrdall 2, Grand Duchy of Luxembourg.

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

The undersigned notary who understands and speaks English, states herewith that on request of the appearing parties, this deed is worded in English.

The document having been read to the proxyholder of the appearing parties, known to the notary by name, first name and residence, the said proxyholder of the appearing parties signed together with the notary the present deed.

Gezeichnet: J. NÜNDEL und H. HELLINCKX.

Enregistré à Luxembourg A.C.1, le 29 octobre 2015. Relation: 1LAC/2015/34239. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): P. MOLLING.

- FÜR GLEICHLAUTENDE AUSFERTIGUNG - Der Gesellschaft auf Begehr erteilt.

Luxemburg, den 17. November 2015.

Référence de publication: 2015186473/642.

(150208029) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 novembre 2015.

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

Siège social: L-1855 Luxembourg, 49, avenue J.F. Kennedy.

R.C.S. Luxembourg B 175.948.

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In the year two thousand and fifteen, on the eighth day of October.

Before us Maître Henri Hellinckx, notary residing in Luxembourg

was held

an extraordinary general meeting of shareholders (the "EGM") of Blue Lake SICAV-SIF (the "Fund"), a public limited company with registered office in Luxembourg qualifying as an investment company with variable share capital within the meaning of the law of 13 February 2007 on specialized investment funds, incorporated by a deed of Maître Roger Arrensdorf, notary residing in Luxembourg, dated 18 February 2013, published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial") number 1116 dated 11 May 2013.

The EGM was opened at 11 a.m. under the chairmanship of Mrs. Marie-Helene Iagnemma, professionally residing in Luxembourg.

The chairman appointed as secretary Mrs. Monica Fernandes, professionally residing in Luxembourg.

The EGM elected as scrutineer Mr. Silvano Del Rosso, professionally residing in Luxembourg.

After the constitution of the board of the EGM, the chairman declared and requested the notary to record that:

I. The names of the shareholders present at the EGM or duly represented by proxy, the proxies of the shareholders represented, as well as the number of shares held by each shareholder, are set forth on the attendance list, signed by the shareholders present, the proxies of the shareholders represented, the members of the board of the EGM and the notary. The aforesaid list shall be attached to the present deed and registered therewith. The proxies given shall be initialled "ne varietur" by the members of the board of the EGM and by the notary and shall be attached in the same way to this document and registered therewith.

II. The first extraordinary meeting of the Fund (the "First EGM") convened for the 4 th September 2015 could not validly deliberate with regards to the proposed amendments of the articles of incorporation of the Fund (the "Articles") as set out in the agenda (which was so far identical to the agenda of the present EGM) for lack of quorum. The present EGM containing the below indicated agenda has been duly reconvened by notices sent to shareholders on 28 September 2015. Furthermore the convening notice to the present EGM has been published in the Mémorial, in the Luxemburger Wort and in the Tageblatt, containing the below indicated agenda, on 7 September 2015 and on 22 September 2015.

III. As appears from the attendance list, out of 65,657 shares in issue, 3,500 shares are present or represented at the present EGM.

According to article 67 and 67-1 of the law of 10 August 1915 on commercial companies, as amended from time to time, the present EGM is authorized to take resolutions whatever the proportion of the present or represented capital may be.

Consequently the quorum requirements are met and the present EGM is duly constituted and can therefore validly deliberate on the following mentioned agenda.

IV. The resolution on the proposed amendments of the Articles as set out in the agenda has to be passed by the affirmative vote of at least two thirds (2/3) of the votes cast at the present EGM.

V. The agenda of the present EGM is the following:

Agenda

Amendment of the definition of Ineligible Investor in the sense that Specified US persons, nonparticipating financial institutions, or passive non-financial foreign entities with one or more substantial US owners, as each defined by FATCA and the IGA will henceforth be considered as Ineligible Investors restricted from owning shares of the Fund and subsequent amendment of article 11 of the Articles.

The EGM takes unanimously the following resolution:

Sole Resolution

The shareholders of the Fund (the "Shareholders") RESOLVE to amend the definition of "Ineligible Investor" indicated in article 11 of the Articles by inserting a new sub-paragraph (iii) to the Article 11.2. The aforementioned paragraph 11.2 will therefore be read as follows:

" **11.2.** For the purpose of this article 11, shall be considered as an Ineligible Investor:

(i) any investor (other than (i) the members of the Board of Directors or (ii) any other person involved in the management of the Company) who does not qualify as a "well-informed investor" within the meaning of article 2 of the SIF Law (pursuant to such article, a "well-informed investor" is (a) an institutional investor, (b) a professional investor, or (c) any other investor who adheres in writing to the status of well-informed investor and who alternatively (i) invests at least EUR 125,000 in a particular specialised investment fund or (ii) who has been subject to an assessment made by a credit institution within the meaning of Directive 2006/48/EC or by an investment firm within the meaning of Directive 2004/39/EC or by a management company within Directive 2001/107/EC certifying the investor's expertise, experience and knowledge in adequately appraising an investment in the relevant specialised investment fund);

(ii) any investor who qualifies as a well-informed investors but whose holding of Shares in the Company could, in the opinion of the Board of Directors, result in legal, pecuniary, competitive, regulatory, tax or material administrative disadvantage to the Company, any Sub-Fund or the Shareholders; and

(iii) any "Specified US persons" with the meaning of the Hiring Incentives to Restore Employment (HIRE) Act of 18 March 2010 commonly referred to as the Foreign Account Tax Compliance Act ("FATCA") (pursuant to which a "Specified US persons" is a US Person, other than one or more of the following (a) a corporation the stock of which is regularly traded on one or more established securities market; (b) any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the IRC, as a corporation described in clause (a); (c) the United States or any wholly owned agency or instrumentality thereof; (d) any States of the US, any US Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more foregoing; (e) any organization exempt from taxation under section 501(a) of the IRC or an individual retirement plan as defined in section 7701(a)37 of the IRC; (f) any bank as defined in section 581 of the IRC; (g) any real estate investment trust as defined in section 856 of the IRC; (h) any regulated investment company as defined under section 851 of the IRC or any entity registered with the US Security and Exchange Commission under the Company Act (15 USC 80a-64); (i) any common trust fund as defined in section 584 (a) of the IRC; (j) any trust that is exempt from tax under section 664(c) of the IRC or that is described in section 4947(a) (1) of the IRC; (k) a dealer in securities, commodities, or derivative financial instruments (including notional principle contracts, futures, forwards, and options) that is registered as such under the laws of the US or any States; (l) a broker as defined in section 6045(c) of the IRC, or (m) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the IRC.), any nonparticipating financial institutions or any passive non-financial foreign entities with one or more substantial US owners, as each defined by FATCA and the intergovernmental agreement between the Grand-Duchy of Luxembourg and the United-States of America in relation to FATCA on 28 March 2014 (the "IGA")."

There being no further item on the Agenda, the EGM is closed.

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

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 present EGM, the members of the board of the present EGM, all of whom are known to the notary by their names, family names, civil status and residences, signed together with us, the notary, the present original deed, no shareholder expressing the wish to sign.

Signé: M. FERNANDES, S. DEL ROSSO, M.-H. IAGNEMMA et H. HELLINCKX.

Enregistré à Luxembourg Actes Civils 1, le 14 octobre 2015. Relation: 1LAC/2015/32727. Reçu soixante-quinze euros (75.- EUR).

Le Receveur ff. (signé): C. FRISING.

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

Luxembourg, le 18 novembre 2015.

Référence de publication: 2015186818/95.

(150208771) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2015.

Fidji Luxembourg (BC), Société à responsabilité limitée.

Capital social: USD 25.000,00.

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

R.C.S. Luxembourg B 110.918.

Fidji Luxembourg (BC4) S.à r.l., Société à responsabilité limitée.

Capital social: USD 3.000.000,00.

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

R.C.S. Luxembourg B 182.721.

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In the year two thousand fifteen, on the eighteenth day of November.

Before the undersigned Maître Jacques Kesseler, notary residing in Pétange, Grand Duchy of Luxembourg,

There appeared:

1) Fidji Luxembourg (BC) S.à r.l., a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 4, rue Lou Hemmer, L-1748 Luxembourg-Findel, registered with the Luxembourg trade and companies' register under number B 110.918, incorporated pursuant to a deed of the notary Maître Joseph Elvinger, notary residing in Luxembourg dated 15 September 2005 published in the Mémorial C, Recueil des Sociétés et Associations, number 107 dated 17 January 2006, whose articles of incorporation have been amended for the last time pursuant to a deed of Maître Joseph Elvinger on 2 March 2006, published in the Mémorial C, Recueil des Sociétés et Associations, number 1404, on 21 July 2006 ("BC"),

here represented by Gersende Masfayon, maître en droit, professionally residing in Luxembourg, acting as the representative of the board of managers of BC (the "Board of Managers 1"), pursuant to resolutions taken by the Board of Managers 1 on 18 November 2015 (the "Resolutions 1").

2) Fidji Luxembourg (BC4) S.à r.l., a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 4, rue Lou Hemmer, L-1748 Luxembourg-Findel, registered with the Luxembourg trade and companies' register under number B 182.721, incorporated pursuant to a deed of the notary Maître Henri Hellinckx, notary residing in Luxembourg dated 5 December 2013 published in the Mémorial C, Recueil des Sociétés et Associations, number 263 dated 29 January 2014, whose articles of incorporation have been amended for the last time pursuant to a deed of Maître Henri Hellinckx on 20 December 2013, published in the Mémorial C, Recueil des Sociétés et Associations, number 813, on 28 March 2014 ("BC4"),

here represented by Gersende Masfayon, maître en droit, professionally residing in Luxembourg, acting as the representative of the board of managers of BC4 (the "Board of Managers 2"), pursuant to resolutions taken by the Board of Managers 2 on 18 November 2015 (the "Resolutions 2").

Hereinafter, the Resolutions 1 and the Resolutions 2 are collectively referred to as the "Resolutions".

An excerpt of the Resolutions, initialled ne varietur by the proxyholder of the appearing parties and the undersigned notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

Such appearing parties, acting in the hereabove stated capacities, have required the undersigned notary to record the following merger project (the "Merger Project"):

MERGER PROJECT

1. The Companies involved in the Merger 2 (as defined below).

- Fidji Luxembourg (BC) S.à r.l., a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 4, rue Lou Hemmer, L-1748 Luxembourg-Findel, registered with the Luxembourg trade and companies' register under number B 110.918, as absorbing company (hereinafter referred to as "Absorbing Company"),

- Fidji Luxembourg (BC4) S.à r.l., a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 4, rue Lou Hemmer, L-1748 Luxembourg-Findel, registered with the Luxembourg trade and companies' register under number B 182.721 as absorbed company (hereinafter referred to as "Absorbed Company"),

The Absorbing Company and the Absorbed Company are collectively referred to as the "Merging Companies".

2. Background information on the Merger 2. The Absorbing Company proposes to absorb the Absorbed Company by way of transfer of all assets and liabilities of the Absorbed Company to the Absorbing Company (the "Merger 2"), pursuant to the provisions of articles 278 through 280 of the law of 10 th August 1915 on commercial companies, as amended (the "Law").

Prior to the adoption of this Merger Project, another merger project has been enacted and filed with respect to the implementation of the merger between Fidji Luxembourg (BC3) S.à r.l. ("BC3") and the Absorbing Company, whereby BC3 is absorbed by the Absorbing Company (the "Merger 1"). The Merger 1 is subject to (i) the transfers of all the shares

in BC3 to the Absorbing Company and (ii) the completion of the transaction regarding the sale of FCI Asia Pte Limited by the Absorbed Company and the subsequent repayment of its external debt.

The Merging Parties have agreed that the effectiveness of the Merger 2 shall be subject to the effectiveness of the Merger 1.

3. Effectiveness of the Merger 2 for accounting purposes. All operations and transactions of the Absorbed Company are considered for accounting purposes as being carried out on behalf of the Absorbing Company as from the Effective Date (as defined below).

4. Effective Date of the Merger 2. As of the Effective Date (as defined below), all rights and obligations of the Absorbed Company vis-à-vis third parties shall be taken over by the Absorbing Company. The Absorbing Company will in particular take over debts as its own debts and all payment obligations of the Absorbed Company. The rights and claims comprised in the assets of the Absorbed Company shall be transferred to the Absorbing Company with all security interests, either in rem or personal, attached thereto.

The Absorbing Company shall from the Effective Date (as defined below) carry out all agreements and obligations of whatever kind of the Absorbed Company such as these agreements and obligations exist on the Effective Date (as defined below) and in particular carry out all agreements existing, if any, with the creditors of the Absorbed Company and shall be subrogated to all rights and obligations from such agreements.

No special rights or advantages have been granted to the managers of the Merging Companies.

The sole shareholder of the Absorbing Company has, within one (1) month from the publication of this Merger Project in the Mémorial C, Recueil des Sociétés et Associations, access at the registered office of the Absorbing Company to all documents listed in article 267 paragraph (1) a), b) and c) of the Law and may obtain full copies thereof, free of charge.

Full discharge is granted to the board of managers of the Absorbed Company for the exercise of its mandate.

The dissolution of the Absorbed Company shall become effective and final on the later of (i) one (1) month after the publication of this Merger Project in the Mémorial C, Recueil des Sociétés et Associations and (ii) the date on which the Merger 1 becomes effective (the "Effective Date"). It is also noted that the dissolution of the Absorbed Company shall become effective and final as set out here-above if no shareholder of the Absorbing Company holding at least five per cent (5%) of the share capital has required that a general meeting of the Absorbing Company be held in respect of the Merger 2.

The Merging Parties agree to appoint any manager of the Absorbed Company to acknowledge and certify to the undersigned notary the effectiveness of the Merger 2 as stated here-above on the basis of a certificate established on behalf of the Absorbed Company.

5. Information regarding the Merger 2. The Absorbing Company shall itself carry out all formalities, including such announcements as prescribed by law, which are necessary or useful to carry into effect the Merger 2 and the transfer and assignment of the assets and liabilities of the Absorbed Company to the Absorbing Company. Insofar as required by law or deemed necessary or useful, appropriate transfer instruments shall be executed by the Merging Companies to effect the transfer of the assets and liabilities transferred by the Absorbed Company to the Absorbing Company.

The books and records of the Absorbed Company will be held at the registered office of the Absorbing Company for the period legally prescribed.

As a result of the Merger 2 and as of the Effective Date, the Absorbed Company shall cease to exist and all its respective issued shares shall be cancelled.

The undersigned notary hereby certifies the existence and legality of the Merger Project and of all acts, documents and formalities incumbent upon the merging parties pursuant to the Law.

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

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

The document having been read to the proxyholder of the appearing parties, known to the notary by name, first name, civil status and residence, the said the proxyholder of the appearing parties signed together with the notary the present deed.

Suit la traduction en français du texte qui précède:

L'an deux mille quinze, le dix-huitième jour du mois de novembre.

Par-devant, Maître Jacques Kesseler, notaire résidant à Pétange, Grand-Duché de Luxembourg,

Ont comparu:

1) Fidji Luxembourg (BC) S.à r.l., une société à responsabilité limitée, constituée et existant selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 4 rue Lou Hemmer, L-1748 Luxembourg-Findel, Grand-Duché de Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 110.918, constituée suivant acte reçu du notaire Maître Henri Hellinckx le 15 Septembre 2005 publié au Mémorial C, Recueil des Sociétés et Associations numéro 107 daté du 17 Janvier 2006, dont les statuts ont été modifiés pour la dernière fois suivant un acte

reçu par Maître Joseph Elvinger, notaire résidant à Luxembourg, Grand-Duché du Luxembourg, en date du 2 Mars 2006, publié dans le Mémorial C, Recueil des Sociétés et Associations numéro 1404, le 21 Juillet 2006 ("BC");

ici représentée par Gersende Masfayon, maître en droit, résidant professionnellement au Luxembourg, agissant en qualité de mandataire au nom et pour le compte du conseil de gérance BC (le "Conseil de Gérance 1"), en vertu d'un pouvoir qui lui a été conféré par une résolution prise par le Conseil de Gérance 1 le 18 Novembre 2015 (les "Résolutions 1").

2) Fidji Luxembourg (BC4) S.à r.l., une société à responsabilité limitée, constituée et existant selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 4, rue Lou Hemmer L-1748 Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B182.721, constituée suivant acte reçu du notaire Maître Henri Hellinckx le 5 Décembre 2013 publié au Mémorial C, Recueil des Sociétés et Associations numéro 263 daté du 29 Janvier 2014. dont les statuts ont été modifiés pour la dernière fois suivant un acte reçu par Maître Henri Hellinckx, notaire résidant à Luxembourg, Grand-Duché du Luxembourg, en date du 20 Décembre 2013, publié dans le Mémorial C, Recueil des Sociétés et Associations numéro 813, le 28 Mars 2014 ("BC4").

ici représentée par Gersende Masfayon, maître en droit, résidant professionnellement au Luxembourg, agissant en qualité de mandataire au nom et pour le compte du conseil de gérance de BC4 (le "Conseil de Gérance 2"), en vertu d'un pouvoir qui lui a été conféré par une résolution prise par le Conseil de Gérance 2 le 18 Novembre 2015 (les "Résolutions 2").

Ci-après, les Résolutions 1 et les Résolutions 2 sont collectivement dénommées les "Résolutions".

Les dites Résolutions, paraphées ne varietur par le mandataire des comparants et par le notaire soussigné, resteront annexées au présent acte pour être soumises avec lui aux formalités de l'enregistrement.

Lesquels comparants, représentés comme dit ci-avant, ont requis le notaire instrumentant d'acter le projet de fusion suivant (le «Projet de Fusion»):

PROJET DE FUSION

1. Parties à la Fusion 2 (ci-après définie).

- Fidji Luxembourg (BC) S.à r.l., une société à responsabilité limitée constituée et existant selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 4, rue Lou Hemmer, L-1748 Luxembourg-Findel, Grand-Duché de Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 110.918, comme société absorbante (ci-après la "Société Absorbante"),

- Fidji Luxembourg (BC4) S.à r.l., une société à responsabilité limitée constituée et existant selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 4, rue Lou Hemmer, L-1748 Luxembourg-Findel, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 182.721, comme société absorbée (ci-après la "Société Absorbée"),

La Société Absorbante et la Société Absorbée sont collectivement dénommées les "Sociétés Fusionnantes".

2. Contexte de la fusion 2. La Société Absorbante propose d'absorber la Société Absorbée par voie de fusion par acquisition (la «Fusion 2») suivant les dispositions des articles 278 à 280 de la loi du 10 Août 1915 concernant les sociétés commerciales, telle que modifiée (la "Loi").

Avant l'adoption de ce Projet de Fusion, un autre projet de fusion a été adopté et publié quant à la fusion entre Fidji Luxembourg (BC3) S.à r.l. («BC3») et la Société Absorbante par laquelle BC3 est absorbée par la Société Absorbante (la «Fusion 1»). La Fusion 1 est conditionnelle (i) à la réalisation du transfert de toutes les parts sociale de BC3 à la Société Absorbante et (ii) à la réalisation de la transaction concernant la vente de FCI Asia Pte Limited par la Société Absorbée et au remboursement de sa dette externe.

Les Sociétés Fusionnantes ont convenu que la validité de la Fusion 2 est conditionnelle à la réalisation de la Fusion 1.

3. Validité de la Fusion 2 d'un point de vue comptable. Toutes les opérations et les transactions de la Société Absorbée sont considérées du point de vue comptable comme accomplies pour le compte de la Société Absorbante à partir de la Date de Réalisation (telle que définie ci-dessous).

4. Date de Réalisation de la Fusion 2. A partir de la Date de Réalisation (telle que définie ci-dessous), tous les droits et obligations de la Société Absorbée vis-à-vis des tiers seront pris en charge par la Société Absorbante. La Société Absorbante assumera en particulier toutes les dettes comme ses dettes propres et toutes les obligations de paiement de la Société Absorbée. Les droits et créances de la Société Absorbée seront transférés à la Société Absorbante avec l'intégralité des sûretés, soit in rem soit personnelles, y attachées.

La Société Absorbante exécutera à partir de la Date de Réalisation (telle que définie ci-dessous) tous les contrats et obligations, de quelle que nature qu'ils soient, de la Société Absorbée tels que ces contrats et obligations existent à la Date de Réalisation (telle que définie ci-dessous) et exécutera en particulier tous les contrats existant avec les créanciers de la Société Absorbée et sera subrogée à tous les droits et obligations provenant de ces contrats.

Aucun droit ou avantage particulier n'a été attribué aux gérants des Sociétés Fusionnantes.

L'associé unique de la Société Absorbante a le droit, pendant un (1) mois à compter de la publication de ce projet de fusion au Mémorial C, Recueil des Sociétés et Associations, de prendre connaissance au siège social de la Société Absorbée de tous les documents énumérés à l'article 267, alinéa (1) a), b) et c) de la Loi et peut en obtenir copie intégrale, sans frais.

Décharge pleine et entière est accordée au conseil de gérance de la Société Absorbée pour l'exercice de son mandat.

La dissolution de la Société Absorbée deviendra effective et définitive au plus tard (i) un (1) mois après la publication de ce Projet de Fusion dans le Mémorial C, Recueil des Sociétés et Associations et (ii) à la date de réalisation de la Fusion 1. Il est à noter que la dissolution de la Société Absorbée deviendra effective et définitive aux conditions susmentionnées si aucun associé de la Société Absorbante détenant plus de cinq pour cent (5%) du capital social de cette dernière n'a demandé la tenue d'une assemblée générale de la Société Absorbante par rapport à la Fusion 2.

Les Sociétés Fusionnantes s'accordent à nommer tout gérant de la Société Absorbante en vue de constater la réalisation de la Fusion 2 telle que mentionnée ci-dessus et de la certifier au notaire instrumentant sur base d'un certificat établi au nom et pour le compte de la Société Absorbante.

5. Informations concernant la Fusion 2. La Société Absorbante devra elle-même accomplir toutes les formalités, y compris les publications telles que prévues par la loi, qui sont nécessaires ou utiles à l'entrée en vigueur de la Fusion 2 et au transfert et cession des actifs et passifs de la Société Absorbée à la Société Absorbante. Dans la mesure où la loi le prévoit, ou lorsque jugé nécessaire ou utile, des actes de transfert appropriés seront exécutés par les Sociétés Fusionnantes afin de réaliser la transmission des actifs et passifs transférés par la Société Absorbée à la Société Absorbante.

Les documents sociaux de la Société Absorbée seront conservés au siège social de la Société Absorbante pendant la période prescrite par la loi.

Par effet de la Fusion 2 et à compter de la Date de Réalisation, la Société Absorbée cessera d'exister de plein droit et ses parts sociales émises seront annulées.

Le notaire soussigné déclare attester de l'existence et de la légalité du projet de fusion et de tous actes, documents et formalités incombant aux parties à la fusion conformément à la Loi.

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

Dont acte, passé à Luxembourg, les jours, mois et an qu'en tête des présentes.

Et après lecture faite et interprétation donnée au mandataire des comparants, connu du notaire soussigné par nom, prénom usuel, état et demeure, le mandataire des comparants a signé le présent acte avec le notaire.

Signé: Masfayon, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 20 novembre 2015. Relation: EAC/2015/27007. Reçu douze euros 12,00 €.

Le Receveur (signé): Santioni A.

POUR EXPEDITION CONFORME

Référence de publication: 2015187708/200.

(150211030) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2015.

Horus FCP-SIF, Fonds Commun de Placement - Fonds d'Investissement Spécialisé.

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The board of directors of the Management Company resolved on 19 December 2013 to retroactively liquidate the fund (fonds commun de placement), named HORUS FCP-SIF (the "Fund"), as of 19 April 2013 considering that the single unitholder of the Fund has placed a redemption order representing 100% of the units of the Fund.

Luxembourg, 26 November 2015

Référence de publication: 2015189959/755/8.

Alleva Freres S.A., Société Anonyme.

Siège social: L-4755 Pétange, 37, rue de Linger.

R.C.S. Luxembourg B 151.292.

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

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

Référence de publication: 2015164393/9.

(150181207) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2015.

Audio-Lingua S.A., Société Anonyme.

Siège social: L-6858 Muenschecker, 4B, Duerfstrooss.

R.C.S. Luxembourg B 145.845.

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Der Jahresabschluss vom 31.12.2014 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2015164408/9.

(150181405) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2015.

Audley Estates, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 118.005.

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Les comptes annuels au 30 septembre 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: 2015164409/9.

(150181564) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2015.

Arcus SA, Société Anonyme.

Siège social: L-1450 Luxembourg, 40, Côte d'Eich.

R.C.S. Luxembourg B 85.402.

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

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

Référence de publication: 2015164400/9.

(150181625) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2015.

Artigny Invest S.A., Société Anonyme.

Siège social: L-8070 Bertrange, 10B, rue des Mérovingiens.

R.C.S. Luxembourg B 100.611.

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

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

Référence de publication: 2015164401/9.

(150181323) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2015.

Artigny Invest S.A., Société Anonyme.

Siège social: L-8070 Bertrange, 10B, rue des Mérovingiens.

R.C.S. Luxembourg B 100.611.

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

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

Référence de publication: 2015164402/9.

(150181324) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2015.

Artigny Invest S.A., Société Anonyme.

Siège social: L-8070 Bertrange, 10B, rue des Mérovingiens.

R.C.S. Luxembourg B 100.611.

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

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

Référence de publication: 2015164403/9.

(150181325) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2015.

Autopass S.A., Société Anonyme.

Siège social: L-2412 Luxembourg, 36, Rangwee.

R.C.S. Luxembourg B 170.518.

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

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

Référence de publication: 2015164410/9.

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