

# MEMORIAL

Journal Officiel  
du Grand-Duché de  
Luxembourg



# MEMORIAL

Amtsblatt  
des Großherzogtums  
Luxemburg

## RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 143

20 janvier 2016

### SOMMAIRE

Akakia S.A. ....	6818	Oakwest Invest S.A. ....	6837
Almeda S.A. ....	6818	Olympic Investment Fund ....	6864
Anima Sicav ....	6849	O. Steffens Lux Bau ....	6864
Argos Investment Fund ....	6819	OTT&Co S.A. ....	6825
B.3 S.à.r.l. ....	6864	Platinum S.A. ....	6826
Degroof Alternative ....	6826	Sechep Investments Holding II S.à r.l. ....	6842
Ferrero Industrial Services -G.E.I.E.- Filiale du Luxembourg ....	6819	Sierra Nevada S.à r.l. ....	6844
fLAB SICAV-SIF S.A. ....	6819	Silver Moss C Retail 2014 S.à r.l. ....	6851
GIM Portfolio Strategies Funds ....	6822	Sunsat Studio S.à r.l. ....	6825
Gim Portfolio Strategies Funds II ....	6821	Synthesis (Luxembourg) S.A. ....	6823
Hudson Invest S.A. ....	6837	Tages Capital S.A. SICAV-SIF ....	6840
Loëndal ....	6838	WEST FUND SICAV-SIF ....	6855
Lyxor SME Credit Fund ....	6824	White Tower Munich General Partner S.à r.l. .....	6835
Noefi Holding S.A. ....	6818	White Tower S.à r.l. ....	6826
Novy Capital Partners ....	6823	White Tower S.à r.l. ....	6835

**Noefi Holding S.A., Société Anonyme.**

Siège social: L-1470 Luxembourg, 44, route d'Esch.

R.C.S. Luxembourg B 77.040.

Vous êtes par la présente invité à une

**ASSEMBLEE GÉNÉRALE TENUE DE FACON EXTRAORDINAIRE**

des actionnaires de la société anonyme NOEFI HOLDING S.A., laquelle aura lieu vendredi, le 12 février 2016, à 11.00 heures, à L-1636 Luxembourg, 10 rue Willy Goergen, avec l'ordre du jour suivant :

*Ordre du jour:*

1. Démission des administrateurs et de l'administrateur-délégué
2. Quitus à accorder aux administrateurs et de l'administrateur-délégué
3. Nomination d'un nouveau conseil d'administration
4. Divers

*Le Conseil d'Administration.*

Référence de publication: 2016007963/16.

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**Akasia S.A., Société Anonyme.**

Siège social: L-1470 Luxembourg, 44, route d'Esch.

R.C.S. Luxembourg B 77.020.

Vous êtes par la présente invité à une

**ASSEMBLEE GÉNÉRALE TENUE DE FACON EXTRAORDINAIRE**

des actionnaires de la société anonyme AKAKIA S.A., laquelle aura lieu vendredi, le 12 février 2016, à 10.00 heures, à L-1636 Luxembourg, 10 rue Willy Goergen, avec l'ordre du jour suivant :

*Ordre du jour:*

1. Démission des administrateurs et de l'administrateur-délégué
2. Quitus à accorder aux administrateurs et de l'administrateur-délégué
3. Nomination d'un nouveau conseil d'administration
4. Divers

*Le Conseil d'Administration.*

Référence de publication: 2016007964/16.

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**Almeda S.A., Société Anonyme.**

Siège social: L-5401 Ahn, 7, route du Vin.

R.C.S. Luxembourg B 147.472.

Sie werden hiermit zu einer

**ORDENTLICHEN GENERALVERSAMMLUNG**

der Aktionäre der Almeda SA, welche am 28. Januar 2016 um 14.00 Uhr am Gesellschaftssitz mit der nachfolgenden Tagesordnung stattfinden wird, eingeladen:

*Tagesordnung:*

1. Berichte des Verwaltungsrates und des Kommissars
2. Vorlage und Genehmigung der Bilanz und Gewinn- und Verlustrechnung per 31.12.2014
3. Beschlussfassung über das Jahresergebnis
4. Entlastung des Verwaltungsrates und des Kommissars
5. Verschiedenes

*Im Namen und Auftrag des Verwaltungsrates.*

Référence de publication: 2015201317/17.

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**Ferrero Industrial Services -G.E.I.E.- Filiale du Luxembourg, Succursale d'une société de droit étranger.**

Adresse de la succursale: L-2632 Findel, rue de Trèves.  
R.C.S. Luxembourg D 40.

—  
**FERMETURE D'UNE SUCCURSALE**

*Extrait des résolutions prises par le liquidateur du G.E.I.E. en date du 9 décembre 2015*

Il résulte des résolutions du liquidateur du G.E.I.E. en date du 9 décembre 2015 qu'il a été décidé de fermer la Succursale avec effet au 31 décembre 2015.

Senningerberg, le 31 décembre 2015.

Référence de publication: 2016001080/12.

(150240839) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 janvier 2016.

**fLAB SICAV-SIF S.A., Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.**

Siège social: L-1930 Luxembourg, 2, place de Metz.  
R.C.S. Luxembourg B 171.733.

—  
Considering that the conditions of quorum and majority determined by Article 67-1 of the Law of 10 August 1915, as amended, were not fulfilled at the Extraordinary General Meeting which was held on 29 December 2015 at 10.00 a.m. (the "First EGM"), we are pleased to convene you to a

**SECOND EXTRAORDINARY GENERAL MEETING**

of Shareholders (the " Second EGM ") which will be held on 5 February 2016 at 10.00 am. (Luxembourg time) at 101, rue Cents, L-1319 Luxembourg, Grand-Duchy of Luxembourg, with the following agenda:

*Agenda:*

1. Change of the legal regime of the Company, in order to convert it from (currently) a specialised investment fund (fonds d'investissement spécialisé) organised under the legal form of a public limited company (société anonyme) subject to the Luxembourg law of 13 February 2007 relating to specialized investment funds to a public limited company (société anonyme) subject to Part I of the Luxembourg law of 17 December 2010 on collective investment undertakings, as amended from time to time.
2. Change of the name of the Company from "fLAB SICAV-SIF S.A." to "fLAB FUNDS Sicav" in order to reflect the new legal regime.
3. Full restatement of the articles of incorporation in order to adapt them to the new legal and regulatory regime of the Company.

A draft of the restated Articles of Incorporation is available upon request at the registered office of the Company.

**Quorum and majority requirements**

Please be advised that the Second EGM shall validly deliberate whatever the portion of the capital represented. Resolutions, in order to be adopted, must be carried by at least two-third of the votes cast. Votes cast shall not include votes attaching to shares in respect of which the shareholder has not taken part in the vote or has abstained or has returned a blank or invalid vote.

The shareholders may vote in person or by proxy. Shareholders who wish to participate at the Meeting must notify their attendance to the attention of Investment Funds Department - CLD, BCEE, fax n° : (+352) 4015-3204 on 29 January 2016 no later than 5.00 pm (Luxembourg time) at the latest.

Shareholders who are not able to attend this Second EGM are kindly requested to execute the proxy form available at the registered office of the Company and return it duly signed to the registered office of the Company. To be valid, proxies should be received on 29 January 2016 to the attention of Investment Funds Department - CLD, BCEE, fax n°: (+352) 4015-3204.

The proxy received for the First EGM shall remain valid for the Second EGM unless expressly revoked.

*For the Board of Directors*

Référence de publication: 2016000004/755/37.

**Argos Investment Fund, Société d'Investissement à Capital Variable.**

Siège social: L-2535 Luxembourg, 20, boulevard Emmanuel Servais.  
R.C.S. Luxembourg B 86.102.

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

Before Us, Maître Henri Hellinckx, notary, residing in Luxembourg.

Was held

an extraordinary general meeting of the shareholder of “Argos Investment Fund - Global Dynamic Portfolio, the last sub-fund of Argos Investment Fund, a Luxembourg société d'investissement à capital variable, with its registered office at 20 Boulevard Emmanuel Servais, L-2535 Luxembourg, incorporated on 25 February 2002 pursuant to a notarial deed recorded by Maître Blanche Moutrier, notary residing in Esch-sur-Alzette (Luxembourg), and registered with the Luxembourg Registre de Commerce et des Sociétés under number B 86 102 and whose articles of incorporation have been published in the Mémorial C, Recueil Spécial des Sociétés et Associations on 18 March 2002 (the Company);

The meeting is opened at 11 a.m. by Mr Aldric du Puy de Clinchamps, professionally residing in Luxembourg, as chairman.

The Chairman appoints as secretary Mr Matthieu Keller, professionally residing in Luxembourg.

The meeting elects as scrutineer Mrs Nathalie Schroeder, professionally residing in Luxembourg.

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

I.- The agenda of the meeting is the following:

(1) waiver of the convening notice;

(2) decision to dissolve the Company and to put the Company into voluntary liquidation (liquidation volontaire) with immediate effect;

(3) decision to appoint Julien Dif (the Liquidator), Avocat à la Cour, born in Never, France, on 16 Mai 1974, professionally residing at 15, rue Jean-Pierre Brasseur, L-1258 Luxembourg, Grand Duchy of Luxembourg, subject to the prior approval of the Commission de Surveillance du Secteur Financier (the CSSF), as liquidator of the Company;

(4) decision to (i) confer to the Liquidator the broadest powers set forth in articles 144 et seq. of the Luxembourg Act dated 10 August 1915 on commercial companies, as amended (the Companies Act); (ii) authorise the Liquidator to carry out all operations, including those referred to in article 145 of the Companies Act, without the prior authorisation of the Shareholders; (iii) authorise the Liquidator to delegate, under its own responsibility, its powers, for specific operations or task, to one or several persons or entities; and (iv) authorise the Liquidator to make advance payments of the liquidation proceeds (boni de liquidation) to the Shareholders, in accordance with article 148 of the Companies Act;

(5) decision to (i) instruct the Liquidator to realise at the best of its abilities and with regard to the circumstances all the assets of the Company, to pay the debts of the Company and to issue a report on the liquidation of the Company; (ii) authorise the Liquidator, under its own responsibility, to delegate for certain determined operations, the whole or part of its powers to one or more proxies; and (iii) acknowledge that the Liquidator must not draw up an inventory and may rely on the books and accounts of the Company;

(6) decision to appoint PricewaterhouseCoopers, société coopérative (PWC), as auditor (réviseur d'entreprise agréé) of the Company in respect of the liquidation of the Company; and

(7) acknowledgement that the Liquidator will convene the Sole Shareholder to resolve on the closing of the liquidation.

II.- The shareholder represented, the proxy of the represented shareholder and the number of his shares are shown on an attendance list; this attendance list, signed by the proxy of the represented shareholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

The proxy of the represented shareholder will also remain annexed to the present deed.

III.- It appears from the attendance list that the sole (1) share in issue are represented at the Meeting.

V.- As a result of the foregoing, the Meeting was regularly constituted and may validly deliberate and vote on the items of the agenda.

After deliberation, the meeting adopts the following resolutions by unanimous vote:

*First resolution*

Representing the entire share capital of the Company, the Sole Shareholder waives the convening notice, considers itself as duly convened and declares having full knowledge of the purpose of the present resolutions which was communicated to it in advance.

*Second resolution*

The Meeting decides to dissolve the Company and to put the Company into voluntary liquidation (liquidation volontaire) with immediate effect.

*Third resolution*

The Meeting decides to appoint Julien Dif (the Liquidator), Avocat à la Cour, born in Nevers, France, on 16 Mai 1974, professionally residing at 15, rue Jean-Pierre Brasseur, L-1258 Luxembourg, Grand Duchy of Luxembourg, as Liquidator, subject to the prior approval of the CSSF.

*Fourth resolution*

The Meeting decides to (i) confer to the Liquidator the broadest powers set forth in articles 144 et seq. of the Companies Act; (ii) authorise the Liquidator to carry out all operations, including those referred to in article 145 of the Companies

Act, without the prior authorisation of the Shareholders; (iii) authorise the Liquidator to delegate, under its own responsibility, its powers, for specific operations or task, to one or several persons or entities; and (iv) authorise the Liquidator to make advance payments of the liquidation proceeds (boni de liquidation) to the Shareholders, in accordance with article 148 of the Companies Act.

*Fifth resolution*

The Meeting decides to (i) instruct the Liquidator to realise at the best of its abilities and with regard to the circumstances all the assets of the Company, to pay the debts of the Company and to issue a report on the liquidation of the Company; (ii) authorise the Liquidator, under its own responsibility, to delegate for certain determined operations, the whole or part of its powers to one or more proxies; and (iii) acknowledge that the Liquidator must not draw up an inventory and may rely on the books and accounts of the Company.

*Sixth resolution*

The Meeting decides to appoint PWC as auditor (réviseur d'entreprise agréé) of the Company in respect of the liquidation of the Company.

*Seventh resolution*

The Meeting acknowledges that the Liquidator will convene the Sole Shareholder to resolve on the closing of the liquidation.

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

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 Proxyholders, said Proxyholders signed together with Us, the notary, the present original deed.

Signé: A. DU PUY DE CLINCHAMPS, M. KELLER, N. SCHROEDER et H. HELLINCKX.

Enregistré à Luxembourg Actes Civils 1, le 28 décembre 2015. Relation: 1LAC/2015/41847. Reçu douze euros (12.- EUR).

*Le Receveur (signé): P. MOLLING.*

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

Luxembourg, le 6 janvier 2016.

Référence de publication: 2016004380/91.

(160003739) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 janvier 2016.

**Gim Portfolio Strategies Funds II, Société d'Investissement à Capital Variable.**

Siège social: L-2633 Senningerberg, 6, route de Trèves.

R.C.S. Luxembourg B 112.483.

The meeting will be held at the location and time stated in the right-hand column. All appointments being voted on are for terms that end at the next

ANNUAL GENERAL MEETING

*Agenda for Meeting and Shareholder Vote*

1. Presentation of the report from Auditors and Board for the past fiscal year.
2. Should shareholders adopt the Audited Annual Report for the past fiscal year?
3. Should shareholders agree to discharge the Board for the performance of its duties for the past fiscal year?
4. Should shareholders approve the Directors' fees?
5. Should the following Directors be reappointed to the Board?  
Iain Saunders, Jacques Elvinger, Jean Frijns, John Li, Daniel Watkins, Peter Schwicht, Massimo Greco
6. Should shareholders re-appoint PricewaterhouseCoopers Société cooperative as its Auditors?
7. Should shareholders approve the payment of any distributions shown in the Audited Annual Report for the past fiscal year?

To vote by proxy, use the proxy form at [jpmorganassetmanagement.com/](http://jpmorganassetmanagement.com/) extra. Your form must arrive at the registered office, via post or fax, by 1800 CET on Wednesday, 27 January 2016.

To vote in person, attend the meeting in person.

**THE MEETING**

**Location** Registered office of the Fund (see below)

**Date and time** Friday, 29 January 2016 at 14:00 CET

**Quorum** None required

**Voting** Agenda items will be resolved by a simple majority of the votes cast

**THE FUND**

**Name** GIM Portfolio Strategies Funds II

**Legal form** SICAV

**Fund type** UCITS

**Auditors** PricewaterhouseCoopers

Société coopérative

**Registered office**

6 route de Trèves

L-2633 Senningerberg, Luxembourg

**Fax** +352 47 40 66 6503

**Registration number (RCS**

**Luxembourg)** B112 483

**Past fiscal year** 12 months

ended 30 September 2015

*The Board of Directors.*

Référence de publication: 2016003669/755/42.

**GIM Portfolio Strategies Funds, Société d'Investissement à Capital Variable.**

Siège social: L-2633 Senningerberg, 6, route de Trèves.

R.C.S. Luxembourg B 89.734.

The meeting will be held at the location and time stated in the right-hand column. All appointments being voted on are for terms that end at the next

ANNUAL GENERAL MEETING

*Agenda for Meeting and Shareholder Vote*

1. Presentation of the report from Auditors and Board for the past fiscal year.
2. Should shareholders adopt the Audited Annual Report for the past fiscal year?
3. Should shareholders agree to discharge the Board for the performance of its duties for the past fiscal year?
4. Should shareholders approve the Directors' fees?
5. Should the following Directors be reappointed to the Board?  
Jacques Elvinger, Iain Saunders, Jean Frijns, Peter Schwicht, Massimo Greco, Daniel Watkins, John Li-How-Cheong
6. Should shareholders re-appoint PricewaterhouseCoopers Société cooperative as its Auditors?
7. Should shareholders approve the payment of any distributions shown in the Audited Annual Report for the past fiscal year?

To vote by proxy, use the proxy form at [jpmorganassetmanagement.com/](http://jpmorganassetmanagement.com/) extra. Your form must arrive at the registered office, via post or fax, by 1800 CET on Wednesday, 27 January 2016.

To vote in person, attend the meeting in person.

**THE MEETING**

**Location** Registered office of the Fund (see below)

**Date and time** Friday, 29 January 2016 at 3.00 pm CET

**Quorum** None required

**Voting** Agenda items will be resolved by a simple majority of the votes cast

**THE FUND**

**Name** GIM Portfolio Strategies Funds

**Legal form** SICAV

**Fund type** UCI

**Auditors** PricewaterhouseCoopers

Société coopérative

**Registered office**

6 route de Trèves

L-2633 Senningerberg, Luxembourg

**Fax** +352 3410 8000

**Registration number (RCS**

**Luxembourg) B89 734**  
 Past fiscal year 12 months  
 ended 30 September 2015

Référence de publication: 2016003852/755/41.

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**Novy Capital Partners, Société Anonyme.**

Siège social: L-2661 Luxembourg, 42, rue de la Vallée.  
 R.C.S. Luxembourg B 119.283.

Nous vous invitons par la présente à assister à

**L'ASSEMBLÉE GÉNÉRALE EXTRAORDINAIRE**

des actionnaires de la société NOVY CAPITAL PARTNERS (la " Société ") qui se tiendra le *29 janvier 2016* à 10h00 au 163, rue du Kiem, L-8030 Strassen, Grand-Duché de Luxembourg avec l'ordre du jour suivant :

*Ordre du jour:*

1. Transfert du siège social de la Société au 163, rue du Kiem, L-8030 Strassen, Grand-Duché de Luxembourg, avec effet au 1er janvier 2016;
2. Modification de la forme juridique de la Société en société à responsabilité limitée;
3. Refonte complète des statuts de la Société;
4. Démission des administrateurs actuels et du Commissaire, décharge et nomination de Monsieur Jean-François OTT en tant que gérant unique de la Société ;
5. Divers.

Pour le cas où vous seriez dans l'incapacité d'assister à l'assemblée générale extraordinaire des actionnaires, veuillez organiser votre représentation par un mandataire.

*Le Conseil d'Administration*

Suit la traduction anglaise de la présente convocation :

We hereby invite you to attend the

**EXTRAORDINARY GENERAL SHAREHOLDERS MEETING**

of the company NOVY CAPITAL PARTNERS (the "Company"), to be held on *January 29, 2016* at 10:00 am at 163, rue du Kiem, L-8030 Strassen, Grand Duchy of Luxembourg with the following agenda:

*Ordre du jour:*

1. Transfer of the registered office of the Company to 163, rue du Kiem, L-8030 Strassen, Grand-Duchy of Luxembourg, with effect as at January 1, 2016;
2. Modification of the legal form of the Company into a private limited liability company (société à responsabilité limitée);
3. Global rewriting of the articles of association of the Company;
4. Resignation of the current directors and of the statutory auditor, discharge and appointment of Mr. Jean-François OTT as sole manager of the Company;
5. Miscellaneous.

Should you not be available to attend the general shareholders' meetings of the Company, you may arrange for your representation by a proxy holder.

*The Board of Directors*

Référence de publication: 2016004304/38.

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**Synthesis (Luxembourg) S.A., Société Anonyme.**

Siège social: L-2535 Luxembourg, 20, boulevard Emmanuel Servais.  
 R.C.S. Luxembourg B 167.361.

Les comptes annuels audités au 31 décembre 2014 et l'affectation du résultat relatifs à l'Assemblée Générale Ordinaire du 28 décembre 2015 ont été déposés au Registre de Commerce et des Sociétés de Luxembourg.

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

Référence de publication: 2015212851/10.

(150237965) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 décembre 2015.

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**Lyxor SME Credit Fund, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.**

Siège social: L-1616 Luxembourg, 28-32, place de la Gare.  
R.C.S. Luxembourg B 190.117.

—  
DISSOLUTION

In the year two thousand and fifteen, on the twenty-second day of December,  
Before us Maître Henri Hellinckx, notary residing in Luxembourg, Grand Duchy of Luxembourg,

THERE APPEARED:

Lyxor Asset Management S.A.S, a simplified limited company (société par actions simplifiée) registered with the Companies' Registrar of Nanterre under the number 418 862 215 and having its registered office at 17, cours Valmy Tours Société Générale, 92987 Paris La Défense, France,

here represented by Mrs Stéphanie Mandoyan, lawyer, residing professionally in Luxembourg, by virtue of a proxy delivered to her.

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

Such appearing party acting in its hereabove stated capacity has declared and requested the notary to state that:

1) The investment company with variable capital (société d'investissement à capital variable) Lyxor SME Credit Fund (the "Company"), a specialized investment fund incorporated as a public limited company (société anonyme), registered with the Luxembourg trade and companies' register under number B 190.117, having its registered office at 28-32, place de la Gare, L-1616, Luxembourg, Grand-Duchy of Luxembourg, has been incorporated under the laws of the Grand Duchy of Luxembourg on 8 September 2014 pursuant to a deed of the notary Henri Hellinckx, published in the Mémorial C, Recueil des Sociétés et Associations N° 2547 of 20 September 2014;

2) Lyxor Asset Management, prenamed, is the owner of all the shares of the Company (the "Sole Shareholder");

3) The capital of the Company is fixed at thirty-one thousand Euros (EUR) as at 22 December 2015 represented by thirty-one thousand shares of no par value;

4) the appearing party, in its capacity of Sole Shareholder, has resolved to proceed to the dissolution of the Company;

5) The Sole Shareholder has full knowledge of the articles of incorporation and the financial standing of the Company as of the date of dissolution of the Company;

6) The anticipated dissolution of the Company is herewith pronounced;

7) Discharge is granted to the directors of the Company for the execution of their mandate until this date of dissolution of the Company;

8) The Sole Shareholder, duly represented as stated above, is hereby appointed as liquidator of the Company with the broadest powers, as provided for by Article 144 to Article 148 bis of the law of 10 August 1915 on commercial companies, as amended;

9) All the liabilities of the Company, including the liabilities arising from the liquidation, have been settled or funded;

10) The Sole Shareholder is vested with the assets and liabilities of the Company and accepts to assume any existing or unknown liability and any future liability which may appear after 22 December 2015, the date of dissolution of the Company;

11) The Sole Shareholder, in its capacity as liquidator of the Company, will proceed with the termination of any relevant services agreements entered into between the Company and services providers with effect as of the date of dissolution of the Company;

12) Pursuant to the above resolutions, the Company's liquidation is to be considered as accomplished and closed;

13) The books and documents of the Company shall be lodged during a period of five years at 28-32, place de la Gare, L-1616 Luxembourg;

*Costs*

The costs, expenses, remunerations or charges in any form whatsoever incumbent to the company and charged to it by reason of the present deed are estimated approximately at EUR 1,000.- .

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

The document having been read to the person appearing, known to the notary by its first name, family name, civil status and residence, the appearing person signed together with us, the notary, the present original deed.

Signé: S. MANDOYAN et H. HELLINCKX.

Enregistré à Luxembourg A.C.1, le 29 décembre 2015. Relation: 1LAC/2015/42184. Reçu soixante-quinze euros (75.- EUR).

*Le Receveur* (signé): P. MOLLING.

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



Luxembourg, le 7 janvier 2016.

Référence de publication: 2016005796/58.

(160004538) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 janvier 2016.

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**OTT&Co S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 46.918.

Nous vous invitons par la présente à assister à

**L'ASSEMBLÉE GÉNÉRALE EXTRAORDINAIRE**

des actionnaires de la société OTT & Co S.A. (la " Société ") qui se tiendra le 29 janvier 2016 à 10h30 au 163, rue du Kiem, L-8030 Strassen, Grand-Duché de Luxembourg avec l'ordre du jour suivant :

*Ordre du jour:*

1. Transfert du siège social de la Société au 163, rue du Kiem, L-8030 Strassen, Grand-Duché de Luxembourg, avec effet au 1er janvier 2016;
2. Changement de dénomination sociale de la Société qui devient PERSES PROPERTIES S.à r.l.;
3. Modification de la forme juridique de la Société en société à responsabilité limitée ;
4. Refonte complète des statuts de la Société ;
5. Démission des administrateurs actuels et du commissaire, décharge et nomination de Monsieur Jean-François OTT en tant que gérant unique de la Société;
6. Divers.

Pour le cas où vous seriez dans l'incapacité d'assister à l'assemblée générale extraordinaire des actionnaires, veuillez organiser votre représentation par un mandataire.

*Le Conseil d'Administration*

Suit la traduction anglaise de la présente convocation :

We hereby invite you to attend the

**EXTRAORDINARY GENERAL SHAREHOLDERS MEETING**

of the company OTT & Co S.A. (the "Company"), to be held on *January 29, 2016* at 10:30 am at 163, rue du Kiem, L-8030 Strassen, Grand Duchy of Luxembourg with the following agenda:

*Agenda:*

1. Transfer of the registered office of the Company to 163, rue du Kiem, L-8030 Strassen, Grand-Duchy of Luxembourg, with effect as at January 1, 2016;
2. Change of name of the Company into PERSES PROPERTIES S.à r.l.;
3. Modification of the legal form of the Company into a private limited liability company (société à responsabilité limitée);
4. Restatement of the articles of association of the Company;
5. Resignation of the current directors and of the statutory auditor, discharge and appointment of Mr. Jean-François OTT as sole manager of the Company;
6. Miscellaneous.

Should you not be available to attend the general shareholders' meetings of the Company, you may arrange for your representation by a proxy holder.

*The Board of Directors*

Référence de publication: 2016004305/40.

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**Sunsat Studio S.à r.l., Société à responsabilité limitée.**

Siège social: L-1637 Luxembourg, 5, rue Goethe.

R.C.S. Luxembourg B 87.329.

*Extrait du procès-verbal des résolutions prises par le gérant unique en date du 10 novembre 2015*

Le gérant unique a décidé de transférer le siège social de la société du 10, rue Jean Origer, L-2269 Luxembourg, au 5, rue Goethe, L-1637 Luxembourg, avec effet immédiat.

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

Référence de publication: 2015184298/11.

(150204616) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2015.

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**Platinum S.A., Société Anonyme.**

**Capital social: EUR 150.000,00.**

Siège social: L-2449 Luxembourg, 8, boulevard Royal.

R.C.S. Luxembourg B 137.754.

Les actionnaires sont invités à prendre part à

**L'ASSEMBLÉE GÉNÉRALE EXTRAORDINAIRE**

de la société en première convocation qui se tiendra le jeudi 28 janvier 2016 à 11h au siège social de la société, L-2449 Luxembourg, 8, boulevard Royal, pour délibérer sur les points portés à l'ordre du jour fixé comme suit :

*Ordre du jour:*

1. Demande de fonds pour couverture des dettes y compris envers les participées.
2. Proposition de réduction du capital social avec une éventuelle mise à zéro.
3. Rétablissement nouveau capital social avec éventuelle ouverture à tiers pour la souscription.
4. Divers.

Luxembourg, le 18 janvier 2016

PLATINUM S.A.

*Le conseil d'administration*

Référence de publication: 2016051762/18.

**Degroof Alternative, Société d'Investissement à Capital Variable (en liquidation).**

Siège social: L-2453 Luxembourg, 12, rue Eugène Ruppert.

R.C.S. Luxembourg B 113.782.

You are hereby invited to attend the

**GENERAL MEETING**

of the shareholders (the "Meeting") of Degroof Alternative (in liquidation) (the "Fund") to be held on 29 January 2016 at 14:00 in Luxembourg at 12, rue Eugène Ruppert, L-2453 Luxembourg (and if applicable at any reconvened or adjourned meeting to be held and to resolve on the same agenda) to deliberate and vote on the following agenda:

*Agenda:*

1. To hear and approve the accounts and audit report from 1 January 2014 to 9 May 2014;
2. To acknowledge the Liquidator's report and accounts for the period from 9 May 2014 to 31 October 2015.

Shareholders (or their representative) wishing to attend in person are kindly requested to inform Mr Zia Hossen by fax +352 22 51 71 or email: zia.hossen@kpmg.lu or by regular mail at the address mentioned above no later than 14:00 (Luxembourg time) on 28 January 2016. Shareholders (or their representative) attending in person are requested to present themselves at least 30 minutes prior to the Meeting and in order to not unduly delay the opening of the Meeting and to allow the usual verifications to be undertaken.

If you are not able to personally attend the Meeting, you are kindly requested to sign and date the enclosed proxy card and return it in accordance with item 4 in the notes.

Zia Hossen

Liquidator of Degroof Alternative (in liquidation)

Partner, KPMG Luxembourg, Société coopérative

Référence de publication: 2016004308/755/24.

**White Tower S.à r.l., Société à responsabilité limitée.**

Siège social: L-1246 Luxemburg, 4a, rue Albert Borschette.

R.C.S. Luxembourg B 201.308.

**STATUTES**

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

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

there appeared:

Swiss Life Hotel Management SCS, a Luxembourg common limited partnership (société en commandite simple) with its registration with the Luxembourg commercial and companies register pending, having its registered office at 4a rue Albert Borschette, L-1246 Luxembourg, Grand Duchy of Luxembourg,

here represented by Mr Alexander WAGNER, Rechtsanwalt, professionally residing at 10, boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg,

by virtue of a proxy given in Luxembourg, on 27 October 2015.

The proxy given, signed "ne varietur" by the proxy holder of the appearing party and the undersigned notary shall remain annexed to the present deed to be filed at the same time with the registration authorities.

Such appearing party, represented as hereabove stated, has requested the notary to state the following articles of incorporation of a société à responsabilité limitée governed by the relevant laws and the present articles of incorporation.

#### *Definitions*

The following terms shall have the meaning as set out hereafter whenever used herein with initial capital letters:

"1915 Law" means the Luxembourg law dated 10 August 1915 on commercial companies, as amended from time to time;

"2007 Law" means the Luxembourg law dated 13 February 2007 on specialised investment funds, as amended from time to time;

"Articles" means the present articles of incorporation;

"Board" means the board of Managers of the Company;

"Business Day" means any day, other than a Saturday or Sunday, when banks in Luxembourg are open for the transaction of normal business;

"Euro" or "EUR" means the lawful currency of the European Union member States that have adopted the single currency in accordance with the Treaty on European Union and the Treaty on the Functioning of the European Union;

"Manager" means a manager appointed to the Board in accordance with these Articles or as the case may be a member of the Board;

"Share(s)" means the shares issued by the Company and any share issued in exchange for those shares or by way of conversion or reclassification, and any shares representing or deriving from those shares as a result of any increases in or reorganization or variation of the capital of the Company; and

"Shareholder" means a holder of Shares.

#### **Title I. Name, Purpose, Duration, Registered Office**

**Art. 1.** There is hereby formed by the present and all persons and entities who may become Shareholders in the future a company in the form of a société à responsabilité limitée under the name of White Tower S.à r.l. (hereinafter referred to as the "Company").

**Art. 2.** The Company's corporate object is to act solely as general partner (associé gérant commandité) of "White Tower SCS", a Luxembourg common limited partnership (société en commandite simple).

The Company shall carry out any activities connected with its status of general partner of the aforementioned entity.

The Company can perform all commercial, technical and financial operations, connected directly or indirectly with all areas as described above in order to facilitate the accomplishment of its purpose.

**Art. 3.** The Company is formed for an unlimited duration.

**Art. 4.** The registered office of the Company is established in city of Luxembourg, Grand Duchy of Luxembourg. Branches or other offices may be established either in Luxembourg or abroad by resolution of the Board, after having received Shareholders consent.

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

#### **Title II. Capital, Shares**

**Art. 5.** The Company's capital is fixed at twelve thousand five hundred Euro (EUR 12,500.-) represented by one hundred (100) Shares of one hundred and twenty five Euro (EUR 125.-) each.

The one hundred (100) Shares have all been fully paid in cash.

The capital may be increased or reduced by a resolution of the single Shareholder or by resolution of the Shareholders of the Company adopted in accordance with Article 19 hereof.

Shares will only be issued in registered form and will be inscribed in the register of Shares, which is held by the Company or by one or more persons on behalf of the Company. Such register of Shares shall set forth the name of each Shareholder, his residence or elected domicile, the number and class of Shares held by him.

In case of a single Shareholder, the Shares held by the single Shareholder are freely transferable.

In case of plurality of Shareholders, the Shares held by each Shareholder may be transferred by application of the requirements of article 189 of the 1915 Law.

### **Title III. Shareholder meetings**

**Art. 6.** Any regularly constituted meeting of the Shareholders of the Company shall represent the entire body of Shareholders of the Company. It shall have the broadest powers to order, carry out or ratify acts relating to the operations of Company.

**Art. 7.** In case of a single Shareholder, the single Shareholder assumes all powers conferred to the Shareholders' meeting. Any resolutions to be taken by the single Shareholder may be taken in writing.

In case of plurality of Shareholders, the provisions of Article 8 will apply to any resolution to be taken by a meeting of Shareholders.

Each Share is entitled to one vote.

A Shareholder may be represented (at any meeting of Shareholders) by another person, which does not need to be a Shareholder and which may be a Manager. The proxy established to this effect may be in writing or by cable, telegram, facsimile or e-mail transmission.

**Art. 8.** If legally required or if not so required upon the decision of the Board, annual general meetings of Shareholders of the Company shall be held, in accordance with Luxembourg law, in Luxembourg at the registered office of the Company, or such other place in Luxembourg as may be specified in the notice of the meeting. Such annual general meetings may be held abroad if, in the judgement of the Board, exceptional circumstances so require.

The Board, may convene other meetings of Shareholders to be held at such place and time as may be specified in the respective notices of meetings.

The quorum and delays required by law shall govern the notice for and conduct of the meetings of Shareholders of the Company, unless otherwise provided herein.

Except as otherwise required by law or provided herein, resolutions at a meeting of Shareholders duly convened will be passed by simple majority of the votes cast by those Shareholders present and voting.

The general meeting of Shareholders shall be called by the Board, by notices containing the agenda and which will be published as required by law.

The Board will prepare the agenda, except if the meeting takes place due to the written request of Shareholders provided for by law; in such case the Board may prepare an additional agenda.

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

The matters dealt with by the meeting of Shareholders are limited to the issues contained in the agenda which must contain all issues prescribed by law as well as to issues related thereto, except if all the Shareholders agree to another agenda. In case the agenda should contain the nomination of Managers or of the auditor, the names of the eligible Managers or of the auditors will be inserted in the agenda.

### **Title IV. Administration**

**Art. 9.** The Company shall be managed by at least three Managers. The appointed Managers will constitute a Board.

The Manager(s) need not be Shareholders of the Company.

The Manager(s) shall be elected by the general meeting of Shareholders for a period as determined by such general meeting of Shareholders and until their successors are elected and take up their functions. Upon expiry of its mandate, a Manager may seek reappointment.

The Manager(s) mandate may be revoked at any time with or without a reason by the general meeting of Shareholders.

In the event of a vacancy in the office of a Manager because of death, retirement or otherwise, the remaining Managers may meet and may elect, by majority vote, a Manager to fill such vacancy until the next general meeting of Shareholders.

**Art. 10.** The Board shall choose from among its members a chairman.

The chairman shall preside at all meetings of the Board but in his absence or incapacity to act, the Managers present may appoint anyone of their number to act as chairman for the purposes of the meeting.

The Board may also choose a secretary, who need not be a Manager and who shall be responsible for keeping the minutes of the meetings of the Board and of the Shareholders.

The Board may from time to time appoint officers of the Company, including a managing director, a general manager and any assistant managers or other officers considered necessary for the operation and management of the Company. Officers need not be Managers or Shareholders of the Company. The officers appointed, unless otherwise stipulated herein, shall have the powers and duties given to them by the Board.

The Board shall meet upon call by the chairman, or any two Managers, at the place indicated in the notice of meeting.

Written notice, containing an agenda which sets out any points of interest for the meeting, of any meeting of the Board shall be given to all Managers at least three (3) Business Days prior to the beginning of such meeting, except in circumstances

of emergency, in which case the nature of such circumstances shall be set forth in the notice of the meeting. This notice may be waived by the consent in writing or by telegram, facsimile or e-mail transmission of each Manager. Separate notice shall not be required for individual meetings held at times and places prescribed in a schedule previously adopted by resolution of the Board.

Any Manager may act at any meeting of the Board by appointing, in writing or by telegram, facsimile or e-mail transmission, another Manager as his proxy.

Any Manager who is not physically present at the location of a meeting may participate in such a meeting of the Board by remote conference facility or similar means of communication 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.

The Board can deliberate or act validly only if at least two Managers are present or represented at a meeting of the Board. Decisions shall be taken by a majority of the votes of the Managers present or represented. In case of a deadlock, the chairman shall have the casting vote.

Resolutions signed by all Managers will be as valid and effectual as if passed at a meeting duly convened and held. Such signatures may appear on a single document or multiple copies of an identical resolution and may be evidenced by letters, telegrams, facsimile or e-mail transmissions.

The minutes of any meeting of the Board shall be signed by the chairman or, in his absence, by the chairman pro tempore who presided at such meeting or by any two Managers.

Copies or extracts of such minutes, which may be produced in judicial proceedings or otherwise, shall be signed by the chairman or by any two Managers or by a Manager together with the secretary or the alternate secretary.

**Art. 11.** The Board shall have power to determine the course and conduct of the management and business affairs of the Company.

It is vested with the broadest powers to perform all acts of administration and disposition in the interests of the Company. All powers not expressly reserved by law or by these Articles to the general meeting of Shareholders fall within the competence of the Board.

**Art. 12.** The Company shall be bound by the joint signature of any two Managers of the Company, by the joint signature of one Manager and any single person to whom such signatory authority has been delegated by the Board or by the joint signature of any two persons to whom such signatory authority has been delegated by the Board.

**Art. 13.** The Board may delegate any of its powers for specific tasks to one or more ad hoc agents and will determine any such agent's powers and responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of its agency.

**Art. 14.** No contract or other transaction which the Company and any other company or firm might enter into shall be affected or invalidated by the fact that any one or more of the Managers or officers of the Company is interested in such other company or firm by a relation, or is a director, officer or employee of such other company or legal entity.

In the event that any Manager or officer of the Company may have any personal interest in any contract or transaction of the Company other than that arising out of the fact that he is a Manager, officer or employee or holder of securities or other interests in the counterparty, such Manager or officer shall make known to the Board such personal interest and shall not consider or vote upon any such contract or transaction. Such contract or transaction, and such Manager's or officer's personal interest therein, shall be reported to the next succeeding meeting of Shareholders.

**Art. 15.** The Company may indemnify any Manager or officer and his heirs, executors and administrators, against expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Manager or officer of the Company or, at its request, of any other company of which the Company is a unitholder or a creditor and which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not exclude other rights to which he may be entitled.

#### **Title V. Accounting, Distributions**

**Art. 16.** The accounting year of the Company shall begin on 1 October and shall end on 30 September of the following year.

**Art. 17.** From the annual net profit of the Company, five per cent (5%) shall be allocated to the reserve required by law. This allocation shall cease to be required as soon as, and as long as such reserve amounts to ten per cent (10%) of the capital of the Company as stated in Article 5 hereof or as increased or reduced from time to time in accordance with Article 5 hereof.

The general meeting of Shareholders shall decide each year how the remainder of the annual net profit shall be allocated and may declare dividends from time to time or instruct the Board to do so.

The Board may within the conditions set out by law unanimously resolve to pay out interim dividends.

#### **Title VI. Winding up, Liquidation**

**Art. 18.** In the event of a winding-up of the Company, the liquidation shall be carried out by one or several liquidators. Liquidators may be physical persons or legal entities and are named by the meeting of Shareholders deciding such winding-up and which shall determine their powers and their compensation.

#### **Title VII. Amendments**

**Art. 19.** These Articles may be amended from time to time by a meeting of Shareholders, subject to the respect of the quorum and majority requirements provided by Luxembourg law.

**Art. 20.** All matters not governed by these Articles shall be determined in accordance with the 1915 Law and the 2007 Law.

#### *Transitory disposition*

The first accounting year shall commence on the date of incorporation of the Company and shall terminate on 30 September 2016.

#### *Subscription and Payment*

The capital of the Company is subscribed as follows:

Swiss Life Hotel Management SCS, above named, subscribes for one hundred (100) Shares, resulting in a total payment in cash of twelve thousand five hundred Euro (EUR 12,500.-).

Evidence of the above payment was given to the undersigned notary.

#### *Expenses*

The expenses which shall be borne by the Company as a result of its incorporation are estimated at approximately thousand euro.

#### *General Meeting of Shareholders*

The above named person representing the entire subscribed capital and exercising the powers devolved to the meeting, passed the following resolutions:

(i) The following are elected as Managers for an undetermined period:

- Mr Vincent Charuel, born on 28 January 1978 in Saint-Quentin, France, residing professionally at 4a rue Albert Borschette, L-1246 Luxembourg, Grand Duchy of Luxembourg;

- Mr Matthias Kath-Burdack, born on 29 September 1970 in Jena, Germany, residing professionally at 4a rue Albert Borschette, L-1246 Luxembourg, Grand Duchy of Luxembourg;

- Mr Uwe Druckenmüller, born on 21 June 1961 in Albstadt-Ebingen, Germany, residing professionally at 4a rue Albert Borschette, L-1246 Luxembourg, Grand Duchy of Luxembourg;

- Mr Florian Bauer, born on 7 March 1975 in Frankfurt am Main, Germany, residing professionally at Zeppelinstraße 1, 85748 Garching, Germany;

- Mr Johannes Becker, born on 16 March 1971 in Bad Homburg v.d.H., Germany, residing professionally at Zeppelinstraße 1, 85748 Garching, Germany.

(ii) The registered office of the Company is set at 4a rue Albert Borschette, L-1246 Luxembourg, Grand Duchy of Luxembourg.

The undersigned notary, who understands and speaks English, herewith states that at the request of the above named person, this deed is worded in English, followed by a German version; at the request of the same appearing person, in case of divergence between the English and the German versions, the English version will be prevailing.

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

The document having been read to the person appearing, known to the notary by name, surname, status and residence, the person appearing signed together with Us notary the present original deed.

#### **Es folgt die deutsche Übersetzung des vorangehenden englischen Textes.**

Im Jahre zweitausendfünfehn,

am siebenundzwanzigsten Tag des Monats Oktober.

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

ist erschienen:

Swiss Life Hotel Management SCS, eine Luxemburgische Kommanditgesellschaft (société en commandite simple), deren Registrierung mit dem Luxemburger Handels- und Gesellschaftsregister, mit Sitz in 4a rue Albert Borschette, L-1246 Luxembourg, Großherzogtum Luxemburg,

hier vertreten durch Herrn Alexander WAGNER, Rechtsanwalt, geschäftsansässig in 10, boulevard Grande-Duchesse Charlotte, L-1330 Luxemburg,

aufgrund einer am 27. Oktober 2015 in Luxemburg erteilten Vollmacht.

Die von dem Bevollmächtigten der erschienenen Partei und dem unterzeichneten Notar "ne varietur" gezeichnete Vollmacht bleibt dieser Urkunde beigelegt und ist zusammen mit dieser bei der zuständigen Registerstelle einzureichen.

Die wie vorstehend beschrieben vertretene Erschienene hat den Notar gebeten, die nachstehende Satzung (articles of incorporation) einer den einschlägigen Gesetzen sowie den Bestimmungen dieser Satzung unterliegenden Gesellschaft mit beschränkter Haftung (société à responsabilité limitée) zu Protokoll zu nehmen.

### *Definitionen*

Die folgenden Begriffe haben, wenn sie mit großen Anfangsbuchstaben geschrieben sind, die ihnen jeweils zugeordnete Bedeutung:

"Euro" oder "EUR" ist die gesetzliche Währung derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Europäische Union und dem Vertrag über die Arbeitsweise der Europäischen Union die gemeinsame Währung eingeführt haben;

"Geschäftsführer" ist einer der gemäß dieser Satzung zum Mitglied des Rates der Geschäftsführung bestellten Geschäftsführer bzw. ein Mitglied des Rates der Geschäftsführung;

"Geschäftstag" ist ein Tag, außer Samstag und Sonntag, an dem die Banken in Luxemburg für die üblichen Geschäfte geöffnet sind;

"Gesellschafter" ist ein Inhaber von Anteilen;

"Gesellschaftsanteil(e)" sind die von der Gesellschaft ausgegebenen Anteile sowie im Tausch gegen solche Anteile oder aufgrund einer Umwandlung oder Reklassifizierung ausgegebene Anteile sowie Anteile, die aufgrund von Kapitalerhöhungen, Umwandlungen oder Reklassifizierung für diese Anteile stehen oder aus ihnen hervorgehen;

"Gesetz von 1915" ist das luxemburgische Gesetz vom 10. August 1915 über Handelsgesellschaften in seiner jeweils geltenden Fassung;

"Gesetz von 2007" ist das luxemburgische Gesetz vom 13. Februar 2007 über spezialisierte Investmentfonds in seiner jeweils geltenden Fassung;

"Rat der Geschäftsführung" ist der Rat der Geschäftsführung der Gesellschaft; und

"Satzung" ist die vorliegende Satzung.

### **Abschnitt I. Name, Zweck, Dauer, Sitz**

**Art. 1.** Hiermit wird durch die gegenwärtigen und künftigen Gesellschafter eine Gesellschaft in der Rechtsform einer Gesellschaft mit beschränkter Haftung (société à responsabilité limitée) mit Namen White Tower S.à r.l. (nachstehend "Gesellschaft" genannt) gegründet.

**Art. 2.** Der einzige Zweck der Gesellschaft ist es, als Komplementärin (associé gérant commandité) der "White Tower SCS" zu fungieren, einer Luxemburgischen Kommanditgesellschaft (société en commandite simple).

Die Gesellschaft soll alle Tätigkeiten ausführen, die mit ihrer Stellung als Komplementärin der vorbezeichneten Gesellschaft zusammenhängen.

Die Gesellschaft kann alle gewerblichen, technischen oder finanziellen Tätigkeiten ausführen, die direkt oder indirekt mit allen oben beschriebenen Bereichen verbunden sind, um die Erfüllung ihres Zweckes zu fördern.

**Art. 3.** Die Gesellschaft wird für unbestimmte Zeit gegründet.

**Art. 4.** Der Sitz der Gesellschaft ist in Luxembourg (Stadt), Großherzogtum Luxemburg. Niederlassungen oder Büros können aufgrund eines Beschlusses des Rates der Geschäftsführung gegründet werden, wobei solche Beschlussfassungen unter dem Vorbehalt der vorherigen schriftlichen Zustimmung der Gesellschafter stehen.

Für den Fall, dass der Rat der Geschäftsführung befindet, dass außergewöhnliche politische oder militärische Umstände eingetreten sind oder unmittelbar bevorstehen, die die üblichen Tätigkeiten der Gesellschaft an ihrem Sitz stören oder die Kommunikation zwischen dem Sitz und im Ausland ansässigen Personen erschweren könnten, kann der Sitz vorübergehend solange ins Ausland verlagert werden, bis die außergewöhnlichen Umstände nicht mehr vorherrschen. Solche vorübergehenden Maßnahmen haben keinen Einfluss auf die Nationalität der Gesellschaft, die ungeachtet einer vorübergehenden Verlagerung ihres Sitzes ins Ausland eine Gesellschaft nach luxemburgischem Recht bleibt.

### **Abschnitt II. Kapital, Gesellschaftsanteile**

**Art. 5.** Das Kapital der Gesellschaft ist auf zwölftausendfünfhundert Euro (EUR 12.500,-) festgelegt und in einhundert (100) Gesellschaftsanteile mit einem Wert von einhundertfünfundzwanzig Euro (EUR 125,-) je Anteil aufgeteilt.

Die einhundert (100) Gesellschaftsanteile sind vollständig eingezahlt.

Das Kapital kann aufgrund eines gemäß Artikel 19 dieser Satzung getroffenen Beschlusses des Alleingeschafters oder der Gesellschafter der Gesellschaft erhöht oder herabgesetzt werden.

Gesellschaftsanteile werden nur als Namensanteile ausgegeben und sind ins Anteilsregister einzutragen, das von der Gesellschaft oder von einer oder mehreren Personen im Namen der Gesellschaft geführt wird. In diesem Anteilsregister wird der Name des Gesellschafters, sein Wohnsitz oder gewöhnlicher Aufenthaltsort, die Nummer und die Klasse der von ihm gehaltenen Gesellschaftsanteile vermerkt.

Sofern die Gesellschaft einen Alleingesellschafter hat, sind die von dem Alleingesellschafter gehaltenen Gesellschaftsanteile frei übertragbar.

Sofern die Gesellschaft mehrere Gesellschafter hat, können die von jedem Gesellschafter gehaltenen Gesellschaftsanteile gemäß den Bestimmungen von Artikel 189 des Gesetzes von 1915 übertragen werden.

### **Abschnitt III. Gesellschafterversammlungen**

**Art. 6.** Jede ordnungsgemäß einberufene Versammlung der Gesellschafter der Gesellschaft gilt als Vertretung sämtlicher Gesellschafter der Gesellschaft. Sie verfügt über größtmögliche Befugnisse, mit der Geschäftstätigkeit der Gesellschaft verbundene Handlungen anzuordnen, durchzuführen oder zu bewilligen.

**Art. 7.** Sofern die Gesellschaft einen Alleingesellschafter hat, stehen diesem sämtliche der Gesellschafterversammlung übertragenen Befugnisse zu. Von dem Alleingesellschafter zu fassende Beschlüsse können schriftlich gefasst werden.

Sofern die Gesellschaft mehrere Gesellschafter hat, gelten die Bestimmungen von Artikel 8 für sämtliche von einer Gesellschafterversammlung zu fassenden Beschlüsse.

Jeder Gesellschaftsanteil gewährt eine Stimme.

Ein Gesellschafter kann sich (auf Gesellschafterversammlungen) von einer anderen Person vertreten lassen, die kein Gesellschafter sein muss und ein Geschäftsführer sein kann. Eine zu diesem Zweck gewährte Vollmacht kann schriftlich, per Telegramm, per Fernschreiben, per Fax oder E-Mail erteilt werden.

**Art. 8.** Sofern kraft Gesetz erforderlich oder, andernfalls, aufgrund einer Entscheidung des Rates der Geschäftsführung, werden die jährlichen Gesellschafterversammlungen der Gesellschaft gemäß luxemburgischem Recht am Sitz der Gesellschaft in Luxemburg oder einem anderen, in der Einladung zur Versammlung genannten Ort abgehalten. Solche jährlichen Gesellschafterversammlungen können im Ausland abgehalten werden, wenn der Rat der Geschäftsführung dies aufgrund des Vorliegens außergewöhnlicher Umstände für erforderlich hält.

Der Rat der Geschäftsführung kann weitere Gesellschafterversammlungen einberufen, die an den in den jeweiligen Einladungen genannten Orten und zu den darin ebenfalls genannten Zeiten abgehalten werden.

Vorbehaltlich anderweitiger Bestimmungen in dieser Satzung gelten im Hinblick auf die Fristen für Einladungen zu Gesellschafterversammlungen und deren Beschlussfähigkeit die einschlägigen gesetzlichen Bestimmungen.

Vorbehaltlich anderweitiger gesetzlicher Bestimmungen oder Bestimmungen dieser Satzung sind auf einer ordnungsgemäß einberufenen Gesellschafterversammlung zu fassende Beschlüsse mit der einfachen Mehrheit der abgegebenen Stimmen der anwesenden und sich an der jeweiligen Abstimmung beteiligenden Gesellschafter zu fassen.

Die jährlichen Gesellschafterversammlungen sind von dem Rat der Geschäftsführung durch Versendung von Einladungen einzuberufen, die die Tagesordnung enthalten und die gemäß den einschlägigen gesetzlichen Bestimmungen zu veröffentlichen sind.

Der Rat der Geschäftsführung wird die Tagesordnung erstellen, es sei denn, eine Versammlung findet auf schriftliches Verlangen der Gesellschafter gemäß den einschlägigen gesetzlichen Bestimmungen statt; in einem solchen Fall kann der Rat der Geschäftsführung eine weitere Tagesordnung erstellen.

Sofern bei einer Gesellschafterversammlung alle Gesellschafter anwesend oder vertreten sind und erklären, dass sie über die Tagesordnung der Versammlung informiert worden sind, kann eine Versammlung ohne vorherige Einladung oder Veröffentlichung abgehalten werden.

Die Angelegenheiten, die von einer Gesellschafterversammlung behandelt werden, sind auf die in der Tagesordnung genannten Punkte zu beschränken, wobei alle gesetzlich vorgeschriebenen und mit diesen zusammenhängende Punkte zu behandeln sind, es sei denn, alle Gesellschafter einigen sich auf eine andere Tagesordnung. Sofern die Bestellung von Geschäftsführern oder eines Abschlussprüfers auf der Tagesordnung steht, sind die Namen der zur Wahl stehenden Geschäftsführer oder Abschlussprüfer in die Tagesordnung aufzunehmen.

### **Abschnitt IV. Verwaltung**

**Art. 9.** Die Geschäfte der Gesellschaft werden von mindestens drei Geschäftsführern geführt. Die bestellten Geschäftsführer bilden einen Rat der Geschäftsführung.

Der bzw. die Geschäftsführer müssen keine Gesellschafter der Gesellschaft sein.

Der bzw. die Geschäftsführer werden von der Gesellschafterversammlung für einen von dieser bestimmten Zeitraum gewählt, bis ihre Nachfolger gewählt sind und ihr Amt übernehmen. Nach Ablauf seiner Amtszeit kann sich ein Geschäftsführer wieder zur Wahl stellen.

Der bzw. die Geschäftsführer können jederzeit von der Gesellschafterversammlung mit oder ohne die Angabe von Gründen ihres Amtes enthoben werden.



Für den Fall, dass der Posten eines Geschäftsführers aufgrund des Todes, der Eintritts in den Ruhestand eines Geschäftsführers oder aus anderen Gründen vakant wird, können sich die verbleibenden Geschäftsführer versammeln und mit einfacher Mehrheit einen Geschäftsführer wählen, der eine solche Vakanz bis zur nächsten jährlichen Gesellschafterversammlung ausfüllt.

**Art. 10.** Der Rat der Geschäftsführung ernennt aus ihrer Mitte einen Vorsitzenden.

Der Vorsitzende führt den Vorsitz sämtlicher Versammlungen der Geschäftsführer der Gesellschaft. Sofern der Vorsitzende bei einer Versammlung abwesend oder nicht handlungsfähig ist, können die Geschäftsführer aus ihrer Mitte einen Vorsitzenden für die Zwecke der jeweiligen Versammlung ernennen.

Der Rat der Geschäftsführung kann einen Sekretär ernennen, der kein Geschäftsführer sein muss und für die Führung des Protokolls von Versammlungen des Rates der Geschäftsführung und von Gesellschafterversammlungen verantwortlich ist.

Der Rat der Geschäftsführung kann jeweils Bevollmächtigte („Officers“) der Gesellschaft ernennen, einschließlich eines Managing Directors, eines General Managers, eines Assistant Managers oder sonstiger Bevollmächtigte, die im Hinblick auf den Betrieb und die Verwaltung der Gesellschaft für erforderlich gehalten werden. Bevollmächtigte müssen keine Geschäftsführer, oder Gesellschafter der Gesellschaft sein. Die ernannten Bevollmächtigte haben die ihnen von dem Rat der Geschäftsführung zugewiesenen Befugnisse und Pflichten.

Der Rat der Geschäftsführung versammelt sich auf Einladung des Vorsitzenden oder von zwei Geschäftsführern an dem in der jeweiligen Einladung genannten Ort.

Sämtlichen Geschäftsführern ist mindestens drei (3) Tage vor Beginn einer solchen Versammlung eine schriftliche Einladung zusammen mit einer Tagesordnung zu übermitteln, in der sämtliche Geschäftsordnungspunkte aufgeführt sind. Von dieser Frist kann in dringenden Ausnahmefällen abgewichen werden, in denen die näheren Umstände in der Einladung auszuführen sind. Auf eine Einladung kann verzichtet werden, sofern sämtliche Geschäftsführer einer solchen Verfahrensweise schriftlich, per Telegramm, Fax oder E-Mail zustimmen. Für einzelne Versammlungen, deren Zeit und Ort vorab durch Gesellschafterbeschluss festgelegt worden sind, ist keine weitere Einladung erforderlich.

Geschäftsführer können sich bei Versammlungen des Rates der Geschäftsführung vertreten lassen, indem sie einen anderen Geschäftsführer schriftlich, per Telegramm, Fax oder E-Mail zu ihrem Vertreter ernennen.

Geschäftsführer, die an einem Versammlungsort nicht physisch anwesend sind, können an einer Versammlung des Rates der Geschäftsführung per Konferenzschaltung oder auf einem ähnlichen Kommunikationsweg teilnehmen, wobei sich alle Teilnehmer einer solchen Versammlung gegenseitig hören können müssen, und eine Teilnahme an einer solchen Versammlung kommt einer persönlichen Teilnahme gleich.

Eine Versammlung der Geschäftsführer der Gesellschaft kann nur wirksam beraten und handeln, wenn mindestens zwei Geschäftsführer bei einer Versammlung des Rates der Geschäftsführung anwesend oder vertreten sind. Beschlüsse sind mit einfacher Mehrheit der anwesenden oder vertretenen Geschäftsführer zu fassen. Im Falle eines Patts hat der Vorsitzende die entscheidende Stimme.

Von sämtlichen Geschäftsführern unterzeichnete Beschlüsse sind genauso gültig und wirksam wie bei einer ordnungsgemäß einberufenen und abgehaltenen Versammlung gefasste Beschlüsse. Solche Unterschriften können auf einem einzigen Dokument oder auf mehreren Ausfertigungen eines Beschlusses gezeichnet sein und können per Brief, Telegramm, Fax oder E-Mail erfolgen.

Das Protokoll von Versammlungen der Geschäftsführer der Gesellschaft ist von dem Vorsitzenden oder, sofern dieser abwesend ist, von dem stellvertretenden, nur für die jeweilige Versammlung ernannten Vorsitzenden oder von zwei Geschäftsführern zu unterzeichnen.

Kopien von oder Auszüge aus solchen Protokollen, die gegebenenfalls in Gerichtsverfahren oder bei anderen Gelegenheiten vorgelegt werden, sind von dem Vorsitzenden oder von zwei Geschäftsführern oder von einem Geschäftsführer gemeinsam mit dem Sekretär oder dem stellvertretenden Sekretär zu unterzeichnen.

**Art. 11.** Der Rat der Geschäftsführung ist befugt, die Richtung und Art der Geschäftsführung und der Geschäfte der Gesellschaft festzulegen.

Der Geschäftsführer bzw. der Rat der Geschäftsführung ist mit den größtmöglichen Befugnissen ausgestattet, um sämtliche im Interesse der Gesellschaft stehenden Verwaltungshandlungen und -verfügungen vorzunehmen. Sämtliche Befugnisse, die nicht kraft Gesetzes oder gemäß dieser Satzung ausdrücklich der jährlichen Gesellschafterversammlung zugewiesen sind, werden vom Rat der Geschäftsführung ausgeübt.

**Art. 12.** Die Gesellschaft wird durch die gemeinsame Unterschrift von zwei Geschäftsführern der Gesellschaft, durch die gemeinsame Unterschrift eines Geschäftsführers und einer Person, auf die ein solches Zeichnungsrecht durch den Rat der Geschäftsführung übertragen worden ist oder durch die gemeinsame Unterschrift von zwei Personen, auf die ein solches Zeichnungsrecht durch den Rat der Geschäftsführung übertragen worden ist, rechtlich gebunden.

**Art. 13.** Der Rat der Geschäftsführung kann seine Befugnisse für bestimmte Aufgaben an einen oder mehrere spezielle Handlungsbevollmächtigte übertragen und legt die Befugnisse, den Verantwortungsbereich sowie die Vergütung (sofern anwendbar) dieser Handlungsbevollmächtigten fest, sowie die Dauer des Vertretungszeitraums und alle weiteren relevanten Bedingungen hinsichtlich der Stellvertretung.

**Art. 14.** Verträge oder andere Transaktionen der Gesellschaft mit einer anderen Gesellschaft oder einem anderen Unternehmen bleiben unberührt und werden nicht unwirksam, wenn einer oder mehrere der Geschäftsführer oder Bevollmächtigte der Gesellschaft aufgrund persönlicher Beziehungen ein Interesse an dieser anderen Gesellschaft oder diesem anderen Unternehmen hat oder haben oder dort Geschäftsführer oder Bevollmächtigter oder Mitarbeiter ist oder sind.

Falls ein Geschäftsführer oder Bevollmächtigter der Gesellschaft möglicherweise aus anderen Gründen als aufgrund des Umstands, dass er Geschäftsführer, Bevollmächtigter, Mitarbeiter oder Inhaber von Wertpapieren oder sonstigen Beteiligungen des anderen Unternehmens ist, ein persönliches Interesse an einem Vertrag oder einer Transaktion der Gesellschaft hat, wird der Geschäftsführer oder Bevollmächtigte den Rat der Geschäftsführung von diesem persönlichen Interesse in Kenntnis setzen und von einer Beteiligung an Beschlussfassungen hinsichtlich eines solchen Vertrags oder einer solchen Transaktion absehen. Die jeweils nächste Gesellschafterversammlung ist von einem solchen Vertrag oder einer solchen Transaktion und dem persönlichen Interesse des betreffenden Geschäftsführers oder Bevollmächtigten zu unterrichten.

**Art. 15.** Die Gesellschaft kann einen Geschäftsführer oder Bevollmächtigter, seine Erben, Testamentsvollstrecker oder Nachlassverwalter für angemessene Kosten schadlos halten, die diesem oder diesen in Zusammenhang mit einem Anspruch, einer Klage oder einem Verfahren entstanden sind, die möglicherweise auf der jetzigen oder früheren Tätigkeit des Betroffenen als Geschäftsführer oder Bevollmächtigte für die Gesellschaft oder für eine andere Gesellschaft beruhen, sofern dies verlangt wird, deren Anteilinhaber oder Gläubiger die Gesellschaft ist, wenn der Betreffende insoweit keinen anderen Schadloshaltungsanspruch hat; dies gilt nicht, wenn der Geschäftsführer oder Bevollmächtigte wegen grober Fahrlässigkeit oder Vorsatz rechtskräftig verurteilt wird; wird ein Vergleich geschlossen, erfolgt die Schadloshaltung nur bezüglich solcher vom Vergleich erfassten Punkte, bezüglich derer - laut Auskunft eines Rechtsberaters gegenüber der Gesellschaft - keine Pflichtverletzung der schadlos zu haltenden Person vorliegt. Das vorstehende Recht auf Schadloshaltung schließt andere, dem Geschäftsführer oder Bevollmächtigten möglicherweise zustehende Rechte nicht aus.

#### **Abschnitt V. Buchhaltung, Ausschüttung von Dividenden**

**Art. 16.** Das Geschäftsjahr der Gesellschaft beginnt am 1. Oktober und endet am 30. September des darauffolgenden Jahres.

**Art. 17.** Von dem Jahresüberschuss der Gesellschaft werden fünf Prozent (5 %) in die gesetzlich vorgeschriebenen Reserven eingestellt. Diese Zuführung von Geldern endet, sobald und solange die Reserven bei zehn Prozent (10 %) des Kapitals der Gesellschaft gemäß Art. 5 dieser Satzung oder dem gegebenenfalls gemäß Art. 5 dieser Satzung herauf- oder herabgesetzten Betrag liegen.

Die Gesellschafterversammlung beschließt jährlich über die Verwendung des Jahresüberschusses; sie kann ggf. Dividenden festsetzen oder den Rat der Geschäftsführung anweisen, dies zu tun.

Der Rat der Geschäftsführung kann im gesetzlich vorgesehenen Rahmen einstimmig die Ausschüttung von Interimdividenden beschließen.

#### **Abschnitt VI. Auflösung, Liquidation**

**Art. 18.** Im Falle einer Auflösung der Gesellschaft erfolgt die Liquidation durch einen oder mehrere Liquidatoren. Bei den Liquidatoren kann es sich um natürliche oder juristische Personen handeln, die von der Gesellschafterversammlung bestellt werden, die über die Auflösung entscheidet und die Befugnisse und die Vergütung der Liquidatoren bestimmt.

#### **Abschnitt VII. Änderungen**

**Art. 19.** Diese Satzung kann im Rahmen einer Gesellschafterversammlung geändert werden, wenn diese beschlussfähig ist und die nach luxemburgischem Recht erforderlichen Mehrheiten erreicht werden.

**Art. 20.** Alle Fragen, die nicht in dieser Satzung geregelt sind, sind gemäß dem Gesetz von 1915 und dem Gesetz von 2007 zu lösen.

#### *Übergangsbestimmungen*

Das erste Geschäftsjahr beginnt am Tag der Gründung der Gesellschaft und endet am 30. September 2016.

#### *Zeichnung und Zahlung*

Das Kapital der Gesellschaft wird folgendermaßen gezeichnet:

Die oben genannte Swiss Life Hotel Management SCS, zeichnet einhundert (100) Gesellschaftsanteile gegen eine Bareinzahlung von zwölftausendfünfhundert Euro (EUR 12.500.-).

Der Nachweis über diese Zahlung wurde gegenüber dem unterzeichneten Notar erbracht.

#### *Kosten*

Die von der Gesellschaft infolge der Gründung der Gesellschaft zu tragenden Kosten belaufen sich auf tausend Euro.

*Gesellschafterversammlung*

Als Inhaberin des gesamten gezeichneten Kapitals der Gesellschaft fasst die oben genannte Person in Ausübung der der Gesellschafterversammlung übertragenen Befugnisse die folgenden Beschlüsse:

(i) Die folgenden Personen werden für unbestimmte Dauer als Geschäftsführer bestellt:

- Herr Vincent Charuel, geboren am 28. Januar 1978 in Saint-Quentin, Frankreich, mit beruflicher Anschrift in 4a rue Albert Borschette, L-1246 Luxemburg, Großherzogtum Luxemburg;
- Herr Matthias Kath-Burdack, geboren am 29. September 1970 in Jena, Deutschland, mit beruflicher Anschrift in 4a rue Albert Borschette, L-1246 Luxemburg, Großherzogtum Luxemburg;
- Herr Uwe Druckenmüller, geboren am 21. Juni 1961 in Albstadt-Ebingen, Deutschland, mit beruflicher Anschrift in 4a rue Albert Borschette, L-1246 Luxemburg, Großherzogtum Luxemburg;
- Herr Florian Bauer, geboren am 7. März 1975 in Frankfurt am Main, Deutschland, mit beruflicher Anschrift in Zepelinstraße 1, 85748 Garching, Deutschland;
- Herr Johannes Becker, geboren am 16. März 1971 in Bad Homburg v.d.H., Deutschland, mit beruflicher Anschrift in Zepelinstraße 1, 85748 Garching, Deutschland.

(ii) Der Sitz der Gesellschaft befindet sich in 4a, rue Albert Borschette, L-1246 Luxemburg, Großherzogtum Luxemburg.

Der unterzeichnete Notar, der der englischen Sprache kundig ist, stellt hiermit fest, dass auf Verlangen der vorstehend genannten Person die vorliegende Urkunde in englischer Sprache abgefasst wurde, gefolgt von einer deutschen Fassung; auf Wunsch der vorstehend genannten Person ist bei Widersprüchen zwischen der englischen und der deutschen Fassung die englische Fassung maßgeblich.

Daraufhin wurde der vorstehende Akt in Luxemburg zu dem oben genannten Datum notariell beurkundet.

Nachdem der Text dem Bevollmächtigten der Erschienenen vorgelesen wurde, deren Vor- und Nachname, Status und Wohnsitz dem Notar bekannt sind, wurde die vorliegende Urkunde im Original von dem Bevollmächtigten der Erschienenen gemeinsam mit Uns dem Notar unterzeichnet.

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

Einregistriert zu Esch/Alzette A.C., am 27. Oktober 2015. Relation: EAC/2015/24867. Erhalten fünfundsechzig Euro (75.- EUR).

*Der Einnehmer ff.* (gezeichnet): Monique HALSDORF.

Référence de publication: 2015182736/476.

(150202585) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 novembre 2015.

**White Tower Munich General Partner S.à r.l., Société à responsabilité limitée,  
(anc. White Tower S.à r.l.).**

**Capital social: EUR 12.500,00.**

Siège social: L-1246 Luxembourg, 4a, rue Albert Borschette.

R.C.S. Luxembourg B 201.308.

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

Before Us Maître Jean-Joseph WAGNER, notary, residing in Sanem, Grand Duchy of Luxembourg,

there appeared:

Swiss Life Hotel Properties SCS, a Luxembourg common limited partnership (société en commandite simple), registered with the Luxembourg commercial and companies register under number B200.999, having its registered office at 4a rue Albert Borschette, L-1246 Luxembourg,

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

by virtue of a proxy under private seal given to him in Luxembourg, on 4 November 2015.

Said proxy, signed ne varietur by the proxyholder of 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 is the sole unitholder (the "Sole Unitholder") of "White Tower S.à r.l." (the "Company"), a Luxembourg private limited company (société à responsabilité limitée), having its registered office at 4a rue Albert Borschette, L-1246 Luxembourg, Grand Duchy de Luxembourg, registration with the Luxembourg Register of Trade and Companies still pending and incorporated pursuant to a notarial deed enacted on 27 October 2015, publication in the Mémorial C, Recueil Spécial des Sociétés et Associations still pending.

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

*First resolution*

The Sole Unitholder RESOLVES to change the name of the Company from "White Tower S.à r.l." to "White Tower Munich General Partner S.à r.l." and to amend article 1 as follows:

" **Art. 1.** There is hereby formed by the present and all persons and entities who may become Shareholders in the future a company in the form of a société à responsabilité limitée under the name of White Tower Munich General Partner S.à r.l. (hereinafter referred to as the "Company")."

*Second resolution*

The Sole Unitholder RESOLVES to amend the corporate object, which shall now read as follows:

**Art. 2.** The Company's corporate object is to act solely as general partner (associé gérant commandité) of "White Tower Munich SCS", a Luxembourg common limited partnership (société en commandite simple).

The Company shall carry out any activities connected with its status of general partner of the aforementioned entity.

The Company can perform all commercial, technical and financial operations, connected directly or indirectly with all areas as described above in order to facilitate the accomplishment of its purpose."

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

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

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

**Es folgt die deutsche Fassung des vorangegangenen Textes:**

Im Jahr zweitausendfünfzehn,  
am vierten Tag des Monats November.

Vor Uns, Notar Jean-Joseph WAGNER, mit Amtssitz in Sassenheim, Großherzogtum Luxemburg,  
ist erschienen:

die Swiss Life Hotel Properties SCS, eine Luxemburger Kommanditgesellschaft (société en commandite simple), eingetragen im Luxemburger Handels- und Gesellschaftsregister unter der Nummer B200.999, mit Sitz in 4a rue Albert Borschette, L-1246 Luxembourg,

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

kraft einer ihm erteilten Vollmacht unter Privatschrift, welche in Luxemburg, am 4. November 2015 ausgestellt wurde.

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

Die Erschienene ist die alleinige Gesellschafterin der Gesellschaft "White Tower S.à r.l.", eine Gesellschaft mit beschränkter Haftung (société à responsabilité limitée) nach Recht des Großherzogtums Luxemburg, mit Sitz in 4a rue Albert Borschette, L-1246 Luxembourg, Großherzogtum Luxemburg, Eintragung im Luxemburger Handels- und Gesellschaftsregister ausstehend, gegründet gemäß einer notariellen Gründungsurkunde aufgenommen am 27. Oktober 2015, Veröffentlichung im Mémorial C, Recueil Spécial des Sociétés et Associations noch ausstehend.

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

*Erster Beschluss*

Die Alleingesellschafterin BESCHLIESST den Namen der Gesellschaft von „White Tower S.à r.l.“ in „White Tower Munich General Partner S.à r.l.“ abändern und dementsprechend Artikel 1 wie folgt neu zu fassen:

" **Art. 1.** Hiermit wird durch die gegenwärtigen und künftigen Gesellschafter eine Gesellschaft in der Rechtsform einer Gesellschaft mit beschränkter Haftung (société à responsabilité limitée) mit Namen White Tower Munich General Partner S.à r.l. (nachstehend "Gesellschaft" genannt) gegründet."

*Zweiter Beschluss*

Die Alleingesellschafterin BESCHLIESST den Geschäftszweck wie folgt abzuändern:

**Art. 2.** Der einzige Zweck der Gesellschaft ist es, als Komplementärin (associé gérant commandité) der "White Tower Munich SCS" zu fungieren, einer Luxemburgischen Kommanditgesellschaft (société en commandite simple).

Die Gesellschaft soll alle Tätigkeiten ausführen, die mit ihrer Stellung als Komplementärin der vorbezeichneten Gesellschaft zusammenhängen.

Die Gesellschaft kann alle gewerblichen, technischen oder finanziellen Tätigkeiten ausführen, die direkt oder indirekt mit allen oben beschriebenen Bereichen verbunden sind, um die Erfüllung ihres Zweckes zu fördern."

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

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

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

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

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

Einregistriert zu Esch/Alzette A.C., am 5. November 2015. Relation: EAC/2015/25710. Erhalten fünfundsiebzig Euro (75.- EUR).

*Der Einnehmer ff. (gezeichnet): Monique HALSDORF.*

Référence de publication: 2015182737/94.

(150202585) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 novembre 2015.

**Hudson Invest S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 170.754.

**Oakwest Invest S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 170.824.

L'an deux mille quinze, le dix-huit décembre;

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

**A COMPARU:**

Madame Alexia UHL, juriste, avec adresse professionnelle à Luxembourg,

agissant au nom et pour le compte du conseil d'administration de HUDSON INVEST S.A., dont le siège social est établi au 412F, Route d'Esch, L-2086 Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 170 754, (ci-après la «Société Absorbante»),

en vertu d'un pouvoir qui lui a été conféré en du 11 décembre 2015, une copie dudit pouvoir, après avoir été signée «ne varietur» par la mandataire et le notaire instrumentant, restera annexée au présent acte pour être soumise avec lui à la formalité de l'enregistrement.

Laquelle comparante, agissant es-dites qualités, a demandé et requis au notaire soussigné d'acter la fusion entre la Société Absorbante et OAKWEST INVEST S.A., une société anonyme constituée et existant selon les lois du Grand-duché de Luxembourg, ayant son siège social au 412F, Route d'Esch, L-2086 Luxembourg, immatriculée au registre du commerce et des sociétés de Luxembourg sous le numéro B 170 824 (la «Société Absorbée»), ensemble avec la Société Absorbante, les «Sociétés Fusionnantes»;

comme suit:

- le conseil d'administration de la Société Absorbante et de la Société Absorbée ont décidé de fusionner les Sociétés par acquisition (absorption) de la Société Absorbée par la Société Absorbante (la "Fusion");

- la Société Absorbante est l'actionnaire unique de la Société Absorbée et détient 100 % du capital social de cette dernière, de sorte que la Fusion sera soumise à la procédure simplifiée conformément aux dispositions des articles 278 et suivants de la loi du 10 août 1915 sur les Sociétés Commerciales, telle que modifiée (la "Loi");

- le conseil d'administration de la Société Absorbante et de la Société Absorbée ont établi un projet commun de fusion conformément aux articles 261 et 278 de la Loi;

- le projet commun de fusion a été enregistré sous forme d'acte notarié en date du 4 novembre 2015, il a été déposé auprès du Registre de Commerce et des Sociétés de Luxembourg le 12 novembre 2015 et publié au Mémorial C, numéro 3122 du 17 novembre 2015, page 149812;

- les actionnaires de la Société Absorbante ont eu le droit, un mois au moins avant que l'opération de Fusion ne prenne effet entre les Sociétés Fusionnantes, de prendre connaissance, au siège social de la Société Absorbante, des documents indiqués à l'article 267, paragraphe (1) a), b) et c) de la Loi;

- aucun actionnaire de la Société Absorbante n'a demandé la convocation d'une assemblée générale de la Société Absorbante appelée à se prononcer sur l'approbation de la fusion conformément à l'article 279 (1) c) de la Loi;

- un délai d'un mois au moins s'est écoulé depuis la publication du projet commun de fusion au Mémorial C.

Ceci exposé, la Société Absorbée après avoir été acquise (absorbée) par la Société Absorbante cesse d'exister et les actions sont annulées.

La Fusion prend effet, tel que déterminé selon le projet commun de fusion mentionné ci-dessus, (i) entre les Sociétés Fusionnantes à la date du présent acte mentionnée ci-avant, et (ii) vis-à-vis des tiers, après la publication du présent acte en vertu de l'article 9 de la Loi.

#### *Attestation*

Conformément aux dispositions de l'article 271 de la Loi, le notaire soussigné déclare avoir vérifié et atteste l'existence et la légalité des actes et formalités en relation avec la Fusion incombant aux Sociétés Fusionnantes.

DONT ACTE, le présent acte a été passé à Luxembourg, à la date indiquée en tête des présentes.

Après lecture du présent acte à la comparante, agissant comme dit ci-avant, connue du notaire par nom, prénom, état civil et domicile, ladite comparante a signé avec Nous, le notaire, le présent acte.

Signé: A. UHL, C. WERSANDT.

Enregistré à Luxembourg A.C. 2, le 22 décembre 2015. 2LAC/2015/29469. Reçu douze euros 12,00 €.

*Le Receveur* (signé): André MULLER.

POUR EXPEDITION CONFORME, délivrée;

Luxembourg, le 24 décembre 2015.

Référence de publication: 2015212415/59.

(150238355) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 décembre 2015.

#### **Loëndal, Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 101.731.

L'an deux mille quinze, le vingt-neuf décembre,

pardevant Maître Cosita DELVAUX, notaire de résidence à Luxembourg,

#### A COMPARU:

Foncière Oppidum, une société anonyme de droit belge dont le siège social est sis à 1180 Uccle, Chaussée de Waterloo 1151 (Belgique), immatriculée au Registre du Commerce de Bruxelles sous le numéro d'entreprise 0404.357.267,

ici représentée par Monsieur Denis BREVER, senior legal officer, demeurant professionnellement à Luxembourg, aux termes d'une procuration en date du 22 décembre 2015 lui délivrée sous seing privé, laquelle procuration restera annexée au présent acte pour être soumise avec lui aux formalités d'enregistrement.

Laquelle partie comparante, représentée comme indiqué ci-avant, a requis le notaire instrumentaire d'acter ce qui suit:

I.- que la société à responsabilité limitée LOËNDAL, ayant son siège social au 18, Rue de l'Eau, L-1449 Luxembourg, Grand-Duché de Luxembourg, constituée le 7 juillet 2004 suivant acte de Maître Jean-Joseph Wagner, notaire de résidence à Sanem (Grand-Duché de Luxembourg), publié au Mémorial C, Recueil des Sociétés et Associations («Mémorial C») numéro 924 du 16 septembre 2004, dont les statuts ont été modifiés le 8 juillet 2011 suivant acte de Maître Joseph Elvinger, alors notaire de résidence à Luxembourg, acte publié au Mémorial C numéro 2226 du 21 septembre 2011, est immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 101731 (la «Société»);

II.- que le capital social de la Société s'élève à six cent trente-deux mille quatre cents euros (EUR 632.400,-) divisé en cinq mille cent (5.100) parts sociales d'une valeur nominale de cent vingt-quatre euros (EUR 124,-) chacune, toutes entièrement libérées et souscrites par la partie comparante pré-désignée, Foncière Oppidum, (l'«Associé Unique»);

III.- que l'Associé Unique, propriétaire de l'intégralité des parts sociales de la Société, exerçant tous pouvoirs conférés à l'assemblée générale des associés, se reconnaissant dûment convoqué et déclarant par ailleurs avoir eu connaissance de l'ordre du jour suivant, lui communiqué au préalable:

#### *Ordre du jour:*

1. Constatation de l'exécution des obligations résultant de l'article 267 de la loi luxembourgeoise du 10 août 1915 concernant les sociétés commerciales, telle que modifiée, (la «Loi») et approbation des rapports justificatif commun sur le projet de fusion préparé par les organes de gestion et d'administration des sociétés participant à la fusion prévu par l'article 265 de la Loi et par l'article 772/8 du Code des sociétés belge.

2. Approbation du projet commun de fusion transfrontalière par absorption de la Société par son associé unique, la société de droit belge Foncière Oppidum (ci-après «Foncière Oppidum»), conformément à l'article 278 de la Loi, et décision de procéder à la réalisation de la fusion par absorption, sous la condition suspensive de l'approbation du même projet de fusion et de la réalisation de cette fusion par l'assemblée générale extraordinaire des actionnaires de Foncière Oppidum, aux conditions prévues par ledit projet de fusion, de la manière et à la date telles que déterminées par le droit belge.

3. Décharge aux gérants de la Société pour l'exercice de leurs mandats jusqu'à la date de la présente assemblée.
  4. Décision quant à la conservation des registres et documents sociaux de la Société.
  5. Pouvoir individuel d'exécution à chaque gérant de la Société et à chaque membre du conseil d'administration de Foncière Oppidum pour l'exécution des formalités résultant des résolutions relatives au présent ordre du jour au Grand-Duché de Luxembourg et en Belgique.
  6. Divers.
- prend les résolutions suivantes:

*Première résolution:*

L'Associé Unique constate que le projet commun de fusion transfrontalière par absorption de la Société, entièrement sa filiale, en tant que société absorbée, par lui-même, en tant que société absorbante, a été publié au Mémorial C du Grand-Duché de Luxembourg numéro 3189 du 25 novembre 2015.

Ce projet, arrêté par les gérants de la Société et le conseil d'administration de Foncière Oppidum le 13 novembre 2015, sous seing privé, enregistré et déposé auprès du Registre de Commerce et des Sociétés de Luxembourg le 23 novembre 2015, référence L150211311, prévoit l'absorption de la Société par Foncière Oppidum avec prise d'effet comptable de la fusion au 1<sup>er</sup> septembre 2015.

L'Associé Unique déclare que tous les documents requis par l'article 267 de la Loi, ont été tenus à sa disposition au siège social de la Société au moins un mois avant la date de la présente assemblée, à savoir:

- le projet commun de fusion transfrontalière établi par les gérants de la Société et le conseil d'administration de Foncière Oppidum le 13 novembre 2015;
- le rapport commun établi par les gérants de la Société et le conseil d'administration de Foncière Oppidum, expliquant et justifiant du point de vue juridique et économique le projet de fusion, prévu par l'article 265 de la Loi et par l'article 772/8 du Code des sociétés belge;
- les comptes annuels des trois derniers exercices comptables de la Société et de Foncière Oppidum, avec les rapports de gestion et rapports de commissaire relatifs à ces comptes;
- un état comptable intérimaire clôturé au 31 août 2015 de la Société et de Foncière Oppidum, conformément à l'article 772/10, §2, 5<sup>o</sup> du Code des sociétés belge et à l'article 267 (1), c) de la Loi.

L'Associé Unique approuve ensuite le prédit rapport justificatif commun sur le projet de fusion prévu par l'article 265 de la Loi et par l'article 772/8 du Code des sociétés belge. Une copie du rapport restera annexée aux présentes.

*Deuxième résolution:*

L'Associé Unique (i) approuve intégralement le projet commun de fusion transfrontalière par absorption de la Société par Foncière Oppidum et (ii) décide de procéder à la réalisation de la fusion de manière et aux conditions telles que prévues dans le susdit projet commun de fusion et conformément à l'article 278 de la Loi.

Le projet commun de fusion transfrontalière est approuvé sous la condition suspensive de l'approbation du même projet de fusion et de la réalisation de cette fusion par l'assemblée générale extraordinaire des actionnaires de Foncière Oppidum, aux conditions prévues par ledit projet de fusion, de la manière et à la date telles que déterminées par le droit belge.

Par suite de cette fusion et de l'apport par la Société de l'universalité de son patrimoine actif et passif à Foncière Oppidum, la Société sera dissoute sans liquidation et cessera définitivement d'exister. La radiation de la Société sera opérée conformément aux dispositions de l'article 273ter (3) de la Loi.

*Troisième résolution:*

L'Associé Unique donne décharge pleine et entière aux gérants de la Société pour l'exercice de leurs mandats jusqu'à la date de ce jour.

*Quatrième résolution:*

L'Associé Unique décide que les registres et documents sociaux de la Société seront conservés pendant la durée légale au siège de la Société, à savoir au 18, Rue de l'Eau, L-1449 Luxembourg.

*Cinquième résolution:*

Pour toutes les formalités nécessaires ou utiles en relation avec les résolutions précédentes, l'associé unique donne un mandat individuel, avec pouvoir de substitution, à chaque gérant de la Société et à chaque membre du conseil d'administration de Foncière Oppidum, pour exécuter les formalités résultant des résolutions relatives au présent acte au Grand-Duché de Luxembourg et en Belgique.

*Condition suspensive*

Les présentes résolutions sont prises sous la condition suspensive de l'approbation du même projet de fusion et de la réalisation de cette fusion aux conditions prévues par ledit projet de fusion par l'assemblée générale extraordinaire des actionnaires de la société absorbante Foncière Oppidum.

### *Certification*

En conformité avec l'article 271 de la Loi, le notaire instrumentant déclare avoir vérifié l'existence et la légalité des actes et formalités incombant du présent projet commun de fusion transfrontalière à la Société en tant que société absorbée.

### *Frais*

Les frais, dépenses, rémunérations et charges sous quelque forme que ce soit, incombant à la société et mis à sa charge en raison des présentes, sont évalués sans nul préjudice à la somme de mille huit cents euros (EUR 1.800,-).

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

DONT ACTE, passé à Luxembourg, les jour, mois et an qu'en tête des présentes.

Et après lecture faite au mandataire de la partie comparante, connu du notaire par nom, prénom, état et demeure, le mandataire prénommé a signé avec Nous notaire la présente minute.

Signé: D. BREVER, C. DELVAUX.

Enregistré à Luxembourg Actes Civils 1, le 30 décembre 2015. Relation: 1LAC/2015/42464. Reçu soixante-quinze euros 75,00 €.

*Le Receveur* (signé): P. MOLLING.

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

Luxembourg, le 13 janvier 2016.

Me Cosita DELVAUX.

Référence de publication: 2016008469/108.

(160008076) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

### **Tages Capital S.A. SICAV-SIF, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.**

Siège social: L-1855 Luxembourg, 60, avenue J.F. Kennedy.

R.C.S. Luxembourg B 184.084.

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

Before Maître Jean-Paul MEYERS, civil law notary residing in Esch-sur-Alzette, Grand-Duchy of Luxembourg.

Was held

an extraordinary general meeting of shareholders of the Société anonyme - société d'investissement à capital variable - Fonds d'Investissement spécialisé "TAGES CAPITAL S.A. SICAV-SIF", established and having its registered office at 33, rue de Gasperich, L-5826 Hesperange, registered with the trade and companies' register of Luxembourg under section B number 184.084, incorporated pursuant to a notarial deed of Maître Francis KESSELER, then notary residing in Esch-sur-Alzette, enacted on 15 October 2013, published in the Mémorial C, Recueil des Sociétés et Associations, number 358 of 8 February 2014.

The articles of incorporation have been amended pursuant to a notarial deed of Maître Francis KESSELER, then notary residing in Esch-sur-Alzette, enacted on 22 September 2014, published in the Mémorial C, Recueil des Sociétés et Associations, number 3277 of 6 November 2014.

The Meeting elected Mrs. Alicia OLIVARES, residing professionally in Hesperange, as chairman of the Meeting.

The chairman appointed as secretary Mrs. Pauline LAHURE, residing professionally in Hesperange.

The Meeting elected as scrutineer Mrs. Agathe KAHN, residing professionally in Hesperange.

The Bureau of the meeting having thus been constituted, the chairman declared and requested the notary to state that:

I. The bureau acknowledges that the shareholders present or represented and the number of shares held by each of them are shown on the attendance list, signed by the chairman, the secretary, the scrutineer and the undersigned notary.

This attendance list, signed *ne varietur* by the notary and the Bureau, will be annexed to the present deed to be filed with the registration authorities.

II. The Bureau acknowledges that it appears from the attendance list that shareholders who together hold 4,142,789 (60,106 %) shares out of a total of 6,892,491 shares issued in the Company are present or represented.

III. The Bureau acknowledges that the present extraordinary general meeting has been validly convened by notices containing the agenda sent by registered mail to all registered shareholders on 4 November 2015.

IV. That, as a result of the foregoing, the present meeting is validly constituted and may validly deliberate on all the items of the following:

### *Agenda*

1. Transfer of the registered office of the Company from 33, rue de Gasperich, L - 5826 Hesperange to 60, avenue J.F. Kennedy, L - 1855 Luxembourg, with effect as from the 1<sup>st</sup> January 2016.



2. Amendment to Article 2.1 of the articles of association in order to reflect the change of the registered office and amend the rules of the transfer of registered office by decision of the Board. Article 2.1 to be reworded as follows:

“The registered office of the Company is established in Hesperange, Grand Duchy of Luxembourg. As from the 1<sup>st</sup> January 2016, the registered office will be established in Luxembourg, Grand Duchy of Luxembourg. It may be transferred to any other place within the Grand Duchy of Luxembourg by a resolution of the general meeting of Shareholders of the Company, deliberating in the manner provided for amendments to the Articles or by the Board of Directors of the Company if and to the extent permitted by law. It may be transferred within the same municipality by a decision of the Board of Directors.”

3. Amendment to Article 19.2 of the articles of association in order to change the month of holding the annual general meeting of Shareholders from April to June. Article 19.2 to be reworded as follows:

“The annual general meeting of Shareholders shall be held in Luxembourg, either at the Company's registered office or at any other location in Luxembourg, to be specified in the notice of the meeting, at noon (12:00 p.m.) (Luxembourg time) on the second Wednesday of the month of June of each year. If this day is not a Business Day, the annual general meeting shall be held the first following Business Day.”

After the foregoing has been approved and after due deliberation, the meeting took the following resolutions at the majorities set out hereafter:

*First resolution*

The meeting resolved to transfer the registered office of the Company from 33, rue de Gasperich, L-5826 Hesperange to 60, avenue J.F. Kennedy, L-1855 Luxembourg, with effect as from the 1<sup>st</sup> January 2016.

For: 4,142,789

Against:

Abstentions:

*Second resolution*

The meeting resolved to amend the Article 2.1 of the articles of association in order to reflect the change of the registered office and amend the rules of the transfer of registered office by decision of the Board. Article 2.1 to be reworded as follows:

“The registered office of the Company is established in Hesperange, Grand Duchy of Luxembourg. As from the 1<sup>st</sup> January 2016, the registered office will be established in Luxembourg, Grand Duchy of Luxembourg. It may be transferred to any other place within the Grand Duchy of Luxembourg by a resolution of the general meeting of Shareholders of the Company, deliberating in the manner provided for amendments to the Articles or by the Board of Directors of the Company if and to the extent permitted by law. It may be transferred within the same municipality by a decision of the Board of Directors.”

For: 4,142,789

Against:

Abstentions:

*Third resolution*

The meeting resolved to amend the Article 19.2 of the articles of association in order to change the month of holding the annual general meeting of Shareholders from April to June. Article 19.2 to be reworded as follows:

“The annual general meeting of Shareholders shall be held in Luxembourg, either at the Company's registered office or at any other location in Luxembourg, to be specified in the notice of the meeting, at noon (12:00 p.m.) (Luxembourg time) on the second Wednesday of the month of June of each year. If this day is not a Business Day, the annual general meeting shall be held the first following Business Day.”

For: 4,142,789

Against:

Abstentions:

The here above resolutions having all been carried by the majority of the votes of the shareholders present or represented as required by the law, are consequently validly passed.

*Statement and power*

The undersigned notary who understands and speaks English, states herewith that accordingly to the Luxembourg Law of 2010 on undertakings for collective investment as amended, and on the special request of the appearing person, the present deed is worded in English only and in case of translation requirements for executive registering or processing purposes, the translated version will be for the specified commitments only and the English version will always prevail.

Thus, the above appearing parties, as represented hereby give power to any agent or employee of the office of the signing notary, acting individually, to proceed to a free translation of the relevant articles or declarations concerning principally the power of signatures or representation of the company or any part as requested of this deed for registration, listing or

filing purposes at the Luxembourg Companies' Register and to sign all additional recordings, draw, correct and sign any error, lapse or typo contained herewith.

Nothing else being on the agenda and no other person wishing to speak, the chairman closed the meeting.

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

The document having been read to the persons appearing, all of whom are known to the notary by their names, civil status and residences, the members of the Bureau signed together with the notary, the present original deed, no shareholder expressing the wish to sign.

Signé: A. Olivares, P. Lahure, A. Kahn, Jean-Paul Meyers.

Enregistré à Esch/Alzette Actes Civils, le 19 novembre 2015. Relation: EAC/2015/26983. Reçu soixante-quinze euros 75,00 €.

*Le Receveur* (signé): Amédé SANTIONI.

POUR EXPEDITION CONFORME, délivrée sur papier libre, aux fins d'enregistrement auprès du R.C.S.L. et de la publication au Mémorial C, Recueil des Sociétés et Associations.

Esch-sur-Alzette, le 19 novembre 2015.

Jean-Paul MEYERS.

Référence de publication: 2015199884/105.

(150223302) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 décembre 2015.

**Sechep Investments Holding II S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 15.000,00.**

Siège social: L-2163 Luxembourg, 35, avenue Monterey.

R.C.S. Luxembourg B 139.552.

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

Before us, Maître Edouard Delosch, notary, residing in Diekirch, Grand Duchy of Luxembourg.

There appeared:

Maître Sophie ARVIEUX, avocat à la Cour, residing professionally in Luxembourg, acting in his capacity as a special attorney-in-fact of the sole manager of Sechep Investments Holding II S.à r.l., a société à responsabilité limitée governed by the laws of Luxembourg, with a share capital of fifteen thousand euro (EUR 15,000.-), having its registered office at L-2163 Luxembourg, 35, avenue Monterey, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 139.552 and incorporated following a notarial deed dated 11 June 2008, published in the Mémorial C, Recueil des Sociétés et Associations number 1735 of 15 July 2008, which articles of association have been amended for the last time following a notarial deed dated 1 June 2011, published in the Mémorial C, Recueil des Sociétés et Associations number 1883 of 17 August 2011 (the "Absorbing Company").

The said appearing person, acting in such capacity, has requested the undersigned notary to record the following declarations and statements:

- that in accordance with the common draft terms of merger in notarial form recorded in a deed of the undersigned notary on 25 November 2015, published in the Mémorial C, Recueil des Sociétés et Associations, number 3231 of 30 November 2015 (the "Common Draft Terms of Merger"), the Absorbing Company, as absorbing company and Goethe Investments S.à r.l., a société à responsabilité limitée governed by the laws of Luxembourg, with a share capital of twelve thousand five hundred twenty-five euro (EUR 12,500.-), having its registered office at L-2163 Luxembourg, 35, avenue Monterey, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 139.553 and incorporated following a notarial deed dated 11 June 2008, published in the Mémorial C, Recueil des Sociétés et Associations number 1724 of 12 July 2008, which articles of association have not yet been amended, as absorbed company (the "Absorbed Company"), contemplated to merge;

- that no shareholder required, during the period of one (1) month following the publication of the Common Draft Terms of Merger in the Mémorial C, Recueil des Sociétés et Associations, an extraordinary general meeting of the Absorbing Company, to be convened in order to resolve on the approval of the merger;

- that the conditions fixed by article 279 (1) of the law of 10 August 1915 on commercial companies as amended have been fulfilled;

- that the Absorbing Company hereby acknowledges that the merger became effective on the date of this deed;

- that the merger entailed the universal transfer, between the merging companies, of all assets and liabilities of the Absorbed Company to the Absorbing Company on the date of this deed;

- that following the merger, the Absorbed Company ceased to exist;

- that following the absorption of the Absorbed Company by the Absorbing Company, the shares of the Absorbed Company have been cancelled and the books and documents of the Absorbed Company are kept during the legal period

(five (5) years) at the registered office of the Absorbing Company: 35, avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg;

- that on the day of publication of this deed in the Mémorial C, Recueil des Sociétés et Associations, the merger will become effective towards third parties.

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

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

The document having been read to the person appearing, who is known to the notary, by his 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 trente-et-un décembre.

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

A comparu:

Maître Sophie ARVIEUX, avocat à la Cour, résidant professionnellement à Luxembourg, agissant en sa qualité de mandataire spécial du gérant unique de Sechep Investments Holding II S.à r.l., une société à responsabilité limitée régie par le droit luxembourgeois, avec un capital social de quinze mille euros (EUR 15.000,-), ayant son siège social au L-2163 Luxembourg, 35, avenue Monterey, Grand-Duché de Luxembourg, inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 139.552 et constituée suivant acte notarié en date du 11 juin 2008, publié au Mémorial C, Recueil des Sociétés et Associations numéro 1735 du 15 juillet 2008, dont les statuts ont été modifiés pour la dernière fois suivant acte notarié en date du 1 juin 2011, publié dans le Mémorial C, Recueil des Sociétés et Associations numéro 1883 du 17 août 2011 (la «Société Absorbante»).

Lequel comparant, agissant en ladite qualité, a requis le notaire soussigné de documenter les déclarations et constatations suivantes:

- qu'aux termes d'un projet commun de fusion établi sous forme notariée, suivant acte du notaire soussigné en date du 25 novembre 2015, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 3231 du 30 novembre 2015 (le «Projet Commun de Fusion»), la Société Absorbante, en tant que société absorbante et Goethe Investments S.à r.l., une société à responsabilité limitée régie par le droit luxembourgeois, avec un capital social de douze mille cinq cents euros (EUR 12.500,-), ayant son siège social au L-2163 Luxembourg, 35, avenue Monterey, Grand-Duché de Luxembourg, inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 139.553 et constituée suivant acte notarié en date du 11 juin 2008, publié au Mémorial C, Recueil des Sociétés et Associations numéro 1724 du 12 juillet 2008, dont les statuts n'ont pas encore été modifiés, en tant que société absorbée (la «Société Absorbée»), ont projeté de fusionner;

- qu'aucun associé de la Société Absorbante n'a requis, pendant le délai d'un (1) mois suivant la publication du Projet Commun de Fusion au Mémorial C, Recueil des Sociétés et Associations, la convocation d'une assemblée générale extraordinaire de la Société Absorbante, afin de décider de l'approbation de la fusion;

- que les conditions de l'article 279 (1) de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée, ont été accomplies;

- que la Société Absorbante constate que la fusion est devenue définitive à la date du présent acte;

- que la fusion a entraîné la transmission universelle, entre les sociétés fusionnantes, de l'ensemble du patrimoine actif et passif de la Société Absorbée à la Société Absorbante à la date du présent acte;

- que suite à la fusion, la Société Absorbée cesse d'exister;

- que suite encore à l'absorption de la Société Absorbée par la Société Absorbante, les actions de la Société Absorbée sont annulées et les livres et documents de la Société Absorbée sont conservés pendant le délai légal (cinq (5) ans) au siège de la Société Absorbante: 35, avenue Monterey, L-2163 Luxembourg, Grand-Duché de Luxembourg;

- qu'au jour de la publication du présent acte au Mémorial C, Recueil des Sociétés et Associations, la fusion deviendra définitive à l'égard des tiers.

Le notaire soussigné qui parle et comprend la langue anglaise, déclare par la présente qu'à la demande de la comparante, le présent acte est rédigé en langue anglaise, suivi d'une version française et qu'à la demande de la comparante et en cas de divergences entre les deux versions, la version anglaise primera.

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

Lecture du présent acte faite et interprétation donnée au comparant, connu du notaire soussigné par son nom, prénom usuel, état et demeure, il a signé avec Nous, notaire, le présent acte.

Signé: S. ARVIEUX, DELOSCH.

Enregistré à Diekirch Actes Civils, le 05 janvier 2016. Relation: DAC/2016/230. Reçu soixante-quinze (75,-) euros

*Le Receveur (signé): THOLL.*

Pour expédition conforme, délivrée, sur demande à la société prénommé par Maître Pierre PROBST, notaire de résidence à Ettelbruck, en tant que dépositaire provisoire des minutes de Maître Edouard DELOSCH, alors notaire de résidence à Diekirch.

Diekirch, le 12 janvier 2016.

Référence de publication: 2016008726/101.

(160007676) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

**Sierra Nevada S.à r.l., Société à responsabilité limitée unipersonnelle.**

Siège social: L-1840 Luxembourg, 28, Boulevard Joseph II.

R.C.S. Luxembourg B 202.717.

—  
STATUTES

In the year two thousand fifteen, on the eighteenth of December.

Before us Maître Henri HELLINCKX, notary residing in Luxembourg.

There appeared:

Resolution IV Holdings S.à r.l., having its registered office at 28, Boulevard Joseph II, L-1840 Luxembourg,

Here represented by Annick Braquet, with professional address at L-1319 Luxembourg, 101, rue Cents,

By virtue of a proxy given under private seal.

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

Such appearing party, represented as thereabove mentioned, has requested the undersigned notary to inscribe as follows the articles of association of a société à responsabilité limitée unipersonnelle:

**Art. 1.** There is formed a private limited liability company (société à responsabilité limitée) which will be governed by the laws pertaining to such an entity (hereafter the "Company"), and in particular the law dated 10<sup>th</sup> August, 1915, on commercial companies, as amended (hereafter the "Law"), as well as by the articles of association (hereafter the "Articles"), which specify in the articles 7, 10, 11 and 14 the exceptional rules applying to one member company.

**Art. 2.** The object of the Company is the acquisition of participations, interests and units, in Luxembourg or abroad, in any form whatsoever and the management of such participations, interests and units. The Company may in particular acquire by subscription, purchase, exchange or in any other manner any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever.

The Company may borrow in any form, except by way of public offer. It may issue by way of private placement only, notes, bonds and debentures and any kind of debt and/or 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 company. It may also give guarantees and grant securities in favour of third parties to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other company. The Company may further pledge, transfer, encumber or otherwise create security over all or over some of its assets.

The Company may further invest in the acquisition and management of a portfolio of patents and/or other intellectual property rights of any nature or origin whatsoever.

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

The Company may carry out any commercial and/or financial transactions with respect to direct or indirect investments in movable and immovable property including but not limited to acquiring, owning, hiring, letting, leasing, renting, dividing, draining, reclaiming, developing, improving, cultivating, building on, selling or otherwise alienating, mortgaging, pledging or otherwise encumbering movable or immovable property.

The above description is to be understood in the broadest senses and the above enumeration is not limiting.

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

**Art. 4.** The Company will have the name "Sierra Nevada S.à r.l.".

**Art. 5.** The registered office is established in Luxembourg.

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

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

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

**Art. 6.** The capital is set at TWELVE THOUSAND FIVE HUNDRED EURO (12,500- EUR) divided into one hundred and twenty-five (125) share quotas of ONE HUNDRED EURO (100.- EUR) each.

**Art. 7.** The capital may be changed at any time by a decision of the single partner or by decision of the partners' meeting, in accordance with article 14 of these Articles.

**Art. 8.** Each share entitles to a fraction of the corporate assets and profits of the Company in direct proportion to the number of shares in existence.

**Art. 9.** Towards the Company, the Company's shares are indivisible, since only one owner is admitted per share. Joint co-owners have to appoint a sole person as their representative towards the Company.

**Art. 10.** In case of a single partner, the Company's shares held by the single partner are freely transferable.

In the case of plurality of partners, the shares held by each partner may be transferred by application of the requirements of article 189 of the Law.

**Art. 11.** The Company shall not be dissolved by reason of the death, suspension of civil rights, insolvency or bankruptcy of the single partner or of one of the partners.

**Art. 12.** The Company is managed by one or more managers. If several managers have been appointed, they will constitute a board of managers. The manager(s) need not to be partners. The manager(s) may be revoked ad nutum.

In dealing with third parties, the manager(s) will have all powers to act in the name of the Company in all circumstances and to carry out and approve all acts and operations consistent with the Company's objects and provided the terms of this article 12 shall have been complied with.

All powers not expressly reserved by Law or the present Articles to the general meeting of partners fall within the competence of the manager, or in case of plurality of managers, of the board of managers.

The Company shall be bound by the sole signature of its single manager, and, in case of plurality of managers, by the sole signature of any of the members of the board of managers.

The manager, or in case of plurality of managers, the board of managers may sub-delegate his powers for specific tasks to one or several ad hoc agents.

The manager, or in case of plurality of managers, the board of managers will determine this agent's responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of his agency.

In case of plurality of managers, the resolutions of the board of managers shall be adopted by the majority of the managers present or represented.

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

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

The meetings of the board of managers are convened by any manager.

The board of managers may validly debate without prior notice if all the managers are present or represented.

A manager can be represented at a meeting by another member of the board of managers.

The board of managers can only validly debate and take decisions if a majority of its members is present or represented by proxies and provided that at least two managers are physically present. Any decisions by the board of managers shall be adopted by a simple majority. The minutes of the meeting will be signed by all the managers present at the meeting.

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

The board of managers may pass resolutions by circular means when expressing its approval in writing, by cable, telegram, telex or facsimile, e-mail or any other similar means of communication. The entirety will form the minutes giving evidence of the resolution. Such resolutions can be documented in a single document or in several separate documents having the same content signed by all the members of the board of managers.

**Art. 13.** The manager or the managers (as the case may be) assume, by reason of his/their position, no personal liability in relation to any commitment validly made by him/them in the name of the Company.

**Art. 14.** The single partner assumes all powers conferred to the general partner meeting.

In case of a plurality of partners, each partner may take part in collective decisions irrespectively of the number of shares which he owns. Each partner has voting rights commensurate with his shareholding. Collective decisions are only validly taken insofar as they are adopted by partners owning more than half of the share capital.

However, resolutions to alter the Articles of the Company may only be adopted by the majority of the partners owning at least three quarter of the Company's share capital, subject to the provisions of the Law.

**Art. 15.** The Company's year starts on the 1<sup>st</sup> of January and ends on the 31<sup>st</sup> of December, with the exception of the first year, which shall begin on the date of the formation of the Company and shall terminate on the 31<sup>st</sup> of December 2016.

**Art. 16.** Each year, with reference to 31<sup>st</sup> of December, the Company's accounts are established and the manager, or in case of plurality of managers, the board of managers prepare an inventory including an indication of the value of the Company's assets and liabilities.

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

**Art. 17.** The gross profits of the Company stated in the annual accounts, after deduction of general expenses, amortisation and expenses represent the net profit. An amount equal to five per cent (5%) of the net profits of the Company is allocated to a statutory reserve, until this reserve amounts to ten per cent (10%) of the Company's nominal share capital.

The balance of the net profits may be distributed to the partner(s) commensurate to his/ their share holding in the Company.

The manager or, in case of plurality of managers, the board of managers is authorized to decide and to distribute interim dividends at any time, under the following conditions:

1. The manager or, in case of plurality of managers, the board of managers will prepare interim statement of accounts which are the basis for the distribution of interim dividends;

2. These interim statement of accounts shows that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed realized profits as per the end of the last fiscal year, increased by carried forward profits and distributable reserves but decreased by carried forward losses and sums to be allocated to a reserve in accordance with the Law or these Articles.

**Art. 18.** At the time of winding up the Company the liquidation will be carried out by one or several liquidators, partners or not, appointed by the partners who shall determine their powers and remuneration.

**Art. 19.** Reference is made to the provisions of the Law for all matters for which no specific provision is made in these Articles.

#### *Subscription - Payment*

The share quotas have been subscribed by Resolution IV Holdings S.à r.l., prenamed, which is the sole partner of the company.

The share quotas have been fully paid up in cash, so that the sum of TWELVE THOUSAND FIVE HUNDRED EURO (12,500.- EUR) is now available to the company, proof of which has been given to the undersigned notary who acknowledges it.

#### *Estimate*

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 ONE THOUSAND TWO HUNDRED EURO (1,200.- EUR).

#### *Resolutions of the sole partner*

1) The company will be administered by two managers for an unlimited period:

- Séverine DESNOS, born in Flers (France), on April 17, 1973, with professional address in L-1840 Luxembourg, 28, Boulevard Joseph II,

- Valérie INGELBRECHT, born in Arlon (Belgium), on May 17, 1974, with professional address in L-1840 Luxembourg, 28, Boulevard Joseph II,

2) The address of the corporation is in L-1840 Luxembourg, 28, Boulevard Joseph II

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

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

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

#### **Suit la traduction française du texte qui précède:**

L'an deux mille quinze, le dix-huit décembre.

Pardevant Maître Henri HELLINCKX, notaire de résidence à Luxembourg.

A COMPARU:

Resolution IV Holdings S.à r.l., ayant son siège social au 28, Boulevard Joseph II, L-1840 Luxembourg,

Ici représentée par Annick Braquet, avec adresse professionnelle à L-1319 Luxembourg, 101, rue Cents, En vertu d'une procuration sous seing privé.

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

Laquelle comparante, représentée comme dit ci-avant, a requis le notaire instrumentant de dresser acte d'une société à responsabilité limitée unipersonnelle dont elle a arrêté les statuts comme suit:

**Art. 1<sup>er</sup>.** Il est formé une société à responsabilité limitée qui sera régie par les lois relatives à une telle entité (ci-après "La Société"), et en particulier la loi du 10 août 1915 relative aux sociétés commerciales, telle que modifiée (ci-après "La Loi"), ainsi que par les statuts de la Société (ci-après "les Statuts"), lesquels spécifient en leurs articles 7, 10, 11 et 14, les règles exceptionnelles s'appliquant à la société à responsabilité limitée unipersonnelle.

**Art. 2.** L'objet de la Société est la prise de participations, tant au Luxembourg qu'à l'étranger, sous quelque forme que ce soit, et la gestion de ces participations. La Société pourra en particulier acquérir par voie de souscription, achat, échange ou de toute autre manière des actions, parts et autres valeurs mobilières, obligations, bons de caisse, certificats de dépôt et autres instruments de dettes et plus généralement toutes valeurs mobilières et instruments financiers émis par toute entité publique ou privée.

La Société pourra emprunter, sous quelque forme que ce soit, sauf par voie d'offre publique. Elle peut procéder, uniquement par voie de placement privé, à l'émission de titres, obligations, bons de caisse et tous titres de dettes et/ou de valeurs mobilières. La Société pourra accorder tous crédits, y compris les intérêts de prêts et/ou par l'émission de valeurs mobilières à ses filiales, sociétés affiliées ou toute autre société. Elle peut aussi apporter des garanties en faveur de tiers afin d'assurer ses obligations ou les obligations de ses filiales, sociétés affiliées ou toute autre société. La Société pourra en outre mettre en gage, transférer, encombrer ou autrement créer une garantie sur certains de ses actifs.

La Société pourra en outre investir dans l'acquisition et la gestion d'un portefeuille de brevets et/ou autres droits de propriété intellectuelle de quelque nature ou origine que ce soit.

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

La Société peut faire toutes opérations commerciales et/ou financières en relation directe ou indirecte avec des investissements de propriété mobiliers et immobiliers y compris mais non limité à l'acquisition, la possession, le louage, la location, le leasing, le bail, la division, le drainage, la réclamation, le développement, l'amélioration, la culture, la construction, la vente ou toute autre aliénation, hypothèque, gage ou toute autre obstruction de propriété mobilière ou immobilière.

L'énumération qui précède est purement énonciative et non limitative.

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

**Art. 4.** La Société aura la dénomination "Sierra Nevada S.à r.l."

**Art. 5.** Le siège social est établi à Luxembourg.

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

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

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

**Art. 6.** Le capital social est fixé à la somme de DOUZE MILLE CINQ CENTS EUROS (12.500.- EUR) représenté par cent vingt-cinq (125) parts sociales de CENT EUROS (100.- EUR) chacune.

**Art. 7.** Le capital peut-être modifié à tout moment par une décision de l'associé unique ou par une décision de l'assemblée générale des associés, en conformité avec l'article 14 des présents Statuts.

**Art. 8.** Chaque part sociale donne droit à une fraction des actifs et bénéfices de la Société, en proportion directe avec le nombre des parts sociales existantes.

**Art. 9.** Envers la Société, les parts sociales sont indivisibles, de sorte qu'un seul propriétaire par part sociale est admis. Les copropriétaires indivis doivent désigner une seule personne qui les représente auprès de la Société.

**Art. 10.** Dans l'hypothèse où il n'y a qu'un seul associé les parts sociales détenues par celui-ci sont librement transmissibles.

Dans l'hypothèse où il y a plusieurs associés, les parts sociales détenues par chacun d'entre eux ne sont transmissibles que moyennant l'application de ce qui est prescrit par l'article 189 de la Loi.

**Art. 11.** La Société ne sera pas dissoute par suite du décès, de la suspension des droits civils, de l'insolvabilité ou de la faillite de l'associé unique ou d'un des associés.

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

Dans les rapports avec les tiers, le(s) gérant(s) aura(ont) tous pouvoirs pour agir au nom de la Société et pour effectuer et approuver tous actes et opérations conformément à l'objet social et pourvu que les termes du présent article aient été respectés.

Tous les pouvoirs non expressément réservés à l'assemblée générale des associés par la Loi ou les présents Statuts seront de la compétence du gérant et en cas de pluralité de gérants, du conseil de gérance.

La Société sera engagée par la seule signature du gérant unique, et, en cas de pluralité de gérants, par la signature individuelle de chacun des membres du conseil de gérance.

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

Le gérant, ou en cas de pluralité de gérants, le conseil de gérance, déterminera les responsabilités et la rémunération (s'il en est) de ces agents, la durée de leurs mandats ainsi que toutes autres conditions de leur mandat.

En cas de pluralité de gérants, les résolutions du conseil de gérance seront adoptées à la majorité des gérants présents ou représentés.

Le conseil de gérance peut élire un président parmi ses membres. Si le président est empêché, un remplaçant sera élu parmi les membres présents à la réunion.

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

Les réunions du conseil de gérance seront convoquées par tout gérant.

Le conseil de gérance pourra valablement délibérer sans convocation lorsque tous les gérants seront présents ou représentés.

Un gérant peut être représenté à une réunion par un autre membre du conseil de gérance.

Le conseil de gérance ne pourra valablement délibérer que si la majorité de ses membres est présente ou représentée par procurations et qu'à tout le moins deux de ses membres soient physiquement présents. Toute décision du conseil de gérance doit être adoptée à une majorité simple. Les résolutions de la réunion seront signées par tous les gérants présents à la réunion.

Un ou plusieurs gérants peuvent participer à une réunion des gérants par conférence téléphonique ou par des moyens de communication similaires à partir du Luxembourg de telle sorte que plusieurs personnes pourront communiquer simultanément. Cette participation sera réputée équivalente à une présence physique lors d'une réunion. Cette décision pourra être documentée par un seul document ou par plusieurs documents séparés ayant le même contenu et signé (s) par les gérants y ayant participé.

Les membres du conseil de gérance ne contractent à raison de leur fonction aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société.

Le conseil de gérance pourra, à l'unanimité, prendre des résolutions par voie circulaire en exprimant son approbation au moyen d'un ou de plusieurs écrits ou par câble, télégramme, télex, télécopieur, e-mail ou tout autre moyen de communication similaire. L'ensemble constitue le procès-verbal faisant preuve de la décision intervenue. Ces résolutions pourront être documentées par un seul document ou par plusieurs documents séparés ayant le même contenu et signé (s) par tous les membres du conseil de gérance.

**Art. 13.** Le ou les gérants ne contractent à raison de leur fonction, aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société.

**Art. 14.** L'associé unique exerce tous pouvoirs qui lui sont conférés par l'assemblée générale des associés.

En cas de pluralité d'associés, chaque associé peut prendre part aux décisions collectives, quelque soit le nombre de parts qu'il détient. Chaque associé possède des droits de vote en rapport avec le nombre des parts détenues par lui. Les décisions collectives ne sont valablement prises que pour autant qu'elles soient adoptées par des associés détenant plus de la moitié du capital.

Toutefois, les résolutions modifiant les Statuts de la Société ne peuvent être adoptées que par une majorité d'associés détenant au moins les trois quarts du capital social, conformément aux prescriptions de la Loi.

**Art. 15.** L'année sociale commence le premier janvier et se termine le 31 décembre, à l'exception de la première année qui débutera à la date de constitution et se terminera le 31 décembre 2016.

**Art. 16.** Chaque année, au trente-et-un décembre, les comptes de la Société sont établis et le gérant, ou en cas de pluralité de gérants, le conseil de gérance, prépare un inventaire comprenant l'indication de la valeur des actifs et passifs de la Société.

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

**Art. 17.** Les profits bruts de la Société repris dans les comptes annuels, après déduction des frais généraux, amortissements et charges constituent le bénéfice net. Sur le bénéfice net, il est prélevé cinq pour cent pour la constitution d'un fonds de réserve jusqu'à ce que celui-ci atteigne dix pour cent du capital social.

Le solde des bénéfices nets peut être distribué aux associés en proportion avec leur participation dans le capital de la Société.



Le gérant ou, en cas de pluralité de gérants, le conseil de gérance est autorisé à décider et à distribuer des dividendes intérimaires, à tout moment, sous les conditions suivantes:

1. Le gérant ou, en cas de pluralité de gérants, le conseil de gérance préparera une situation intérimaires des comptes de la société qui constituera la base pour la distribution des dividendes intérimaires;

2. Ces comptes intérimaires devront montrer des fonds disponibles suffisants afin de permettre une distribution, étant entendu que le montant à distribuer ne peut pas excéder les bénéfices réalisés à la clôture de l'exercice fiscal précédent, augmenté du bénéfice reporté et réserves distribuables et diminué des pertes reportées et montants alloués à la réserve légale, en conformité avec la Loi ou les présents statuts.

**Art. 18.** Au moment de la dissolution de la Société, la liquidation sera assurée par un ou plusieurs liquidateurs, associés ou non, nommés par les associés qui détermineront leurs pouvoirs et rémunérations.

**Art. 19.** Pour tout ce qui ne fait pas l'objet d'une prévision spécifique par les présents Statuts, il est fait référence à la Loi.

#### *Souscription - Libération*

Les parts sociales ont été souscrites par Resolution IV Holdings S.à r.l., préqualifiée, qui est l'associé unique de la société.

Toutes les parts sociales ont été intégralement souscrites et libérées par des versements en espèces, de sorte que la somme de DOUZE MILLE CINQ CENTS EUROS (12.500.- EUR) se trouve dès maintenant à la disposition de la société, ce dont il a été justifié au notaire instrumentant qui le constate expressément.

#### *Frais*

Le comparant a évalué le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge à raison de sa constitution à environ MILLE DEUX CENTS EUROS (1.200.- EUR).

#### *Décisions de l'associé unique*

1) La société est administrée par deux gérants pour une durée illimitée:

- Séverine DESNOS, née à Flers (France), le 17 avril 1973, avec adresse professionnelle à L-1840 Luxembourg, 28, Boulevard Joseph II

- Valérie INGELBRECHT, née à Arlon (Belgique), le 17 mai 1974, avec adresse professionnelle à L-1840 Luxembourg, 28, Boulevard Joseph II,

2) L'adresse du siège social est fixée à L-1840 Luxembourg, 28, Boulevard Joseph II.

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

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

Et après lecture faite et interprétation donnée au mandataire de la partie comparante, ledit mandataire a signé le présent acte avec le notaire.

Signé: A. BRAQUET et H. HELLINCKX.

Enregistré à Luxembourg A.C.1, le 22 décembre 2015. Relation: 1LAC/2015/41185. Reçu soixante-quinze euros (75.- EUR).

*Le Receveur (signé): P. MOLLING.*

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

Luxembourg, le 29 décembre 2015.

Référence de publication: 2016001564/304.

(150240621) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 janvier 2016.

#### **Anima Sicav, Société d'Investissement à Capital Variable.**

Siège social: L-1855 Luxembourg, 60, avenue J.F. Kennedy.

R.C.S. Luxembourg B 87.257.

In the year two thousand and fifteen, on the twenty first of December.

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

Was held

an extraordinary general meeting (the „Extraordinary General Meeting“) of the shareholders of Anima Sicav (the "Company"), a Luxembourg public limited company qualifying as an investment company with variable share capital, having its registered office at Hesperange, Grand Duchy of Luxembourg (R.C.S. Luxembourg B 87257). The Company

was incorporated by a notarial deed on May 14, 2002 and published on June 6, 2002 in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial") number 865. The Articles of Incorporation have been amended for the last time by a notarial deed on the 16<sup>th</sup> September 2013, published in the Mémorial on September 26, 2013 under number 2371.

The Extraordinary General Meeting was presided over by Mrs Valérie Letellier, employee, with professional address in Hesperange, as chairman.

The chairman appointed as secretary Mrs Sylvie Dobson, employee, with professional address in Hesperange.

The meeting elected as scrutineer Mrs Agathe Kahn, employee, with professional address in Hesperange.

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

A. The present meeting has been convened by notices containing the agenda published in the Luxemburger Wort, in the Tageblatt and in the Mémorial, on November 19, 2015 and on December 5, 2015.

B. The agenda of the Meeting is the following:

#### *Agenda*

1. Transfer of the registered office of the Company, as from 1<sup>st</sup> January 2016, from 33 rue de Gasperich, L-5826 Hesperange to 60 avenue J.F. Kennedy, L-1855 Luxembourg;

2. Amendment to the first paragraph of the Article 4 of the articles of incorporation to reflect the change of the registered office. The first paragraph to be reworded as follows:

“The registered office of the Company is established in Hesperange in the Grand Duchy of Luxembourg. As from 1<sup>st</sup> January 2016, the registered office of the Company will be established in Luxembourg, Grand Duchy of Luxembourg. The registered office of the Company may be transferred to any other place within the Grand Duchy of Luxembourg by a resolution of the general meeting of shareholders of the Company deliberating in the manner provided for amendments to the Articles or by the Board of Directors of the Company if and to the extent permitted by law. It may be transferred within the boundaries of the municipality by a resolution of the Board of Directors. (...)”

3. Amendment to the first paragraph of Article 13 of the articles of incorporation to be reworded as follows:

«The annual general meeting of shareholders shall be held, in accordance with Luxembourg law at the registered office of the Company or at such place as shall be specified in the notice of the meeting, on the third Thursday of January of each year at 11.00 a.m.. If such day is not a bank working day, the annual general meeting shall be held on the previous bank working day. The annual general meeting may be held outside Luxembourg if, in the absolute judgment of the Board of Directors, exceptional circumstances so require. (...)»

C. The shareholders present or represented, the proxies of the represented shareholders and the number of their shares are shown on an attendance list; this attendance list and the proxies of the represented shareholders, being signed by the shareholders, the bureau of the Meeting and by the public notary, will remain annexed to the present deed;

D. IV.- It appears from the attendance list that 24,680 shares are represented at the present extraordinary general meeting by proxy.

E. The chairman informs the meeting that the general meeting with the same agenda held on October 28, 2015 could not validly deliberate due to the lack of quorum of presence.

F. In accordance with article 67-1 of the law of August 10<sup>th</sup>, 1915 on commercial companies, the present Meeting may deliberate irrespective of any quorum of presence.

G. After due consideration the Meeting, the meeting took the following resolutions by unanimous vote:

#### *First resolution*

The meeting resolves to transfer the registered office of the Company, as from 1<sup>st</sup> January 2016, from 33 rue de Gasperich, L-5826 Hesperange to 60 avenue J.F. Kennedy, L-1855 Luxembourg.

#### *Second resolution*

The meeting resolves to amend the first paragraph of the Article 4 of the articles of incorporation to reflect the change of the registered office. The first paragraph to be reworded as follows:

“The registered office of the Company is established in Hesperange in the Grand Duchy of Luxembourg. As from 1<sup>st</sup> January 2016, the registered office of the Company will be established in Luxembourg, Grand Duchy of Luxembourg. The registered office of the Company may be transferred to any other place within the Grand Duchy of Luxembourg by a resolution of the general meeting of shareholders of the Company deliberating in the manner provided for amendments to the Articles or by the Board of Directors of the Company if and to the extent permitted by law. It may be transferred within the boundaries of the municipality by a resolution of the Board of Directors. (...)”

#### *Third resolution*

The meeting resolves to amend the first paragraph of Article 13 of the articles of incorporation to be reworded as follows:

«The annual general meeting of shareholders shall be held, in accordance with Luxembourg law at the registered office of the Company or at such place as shall be specified in the notice of the meeting, on the third Thursday of January of each year at 11.00 a.m.. If such day is not a bank working day, the annual general meeting shall be held on the previous bank working day. The annual general meeting may be held outside Luxembourg if, in the absolute judgment of the Board of Directors, exceptional circumstances so require. (...)»

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

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

The document having been read to the members of the bureau of the meeting, known to the notary by their surnames, names, civil status and residences, the said persons signed together with the notary the present deed.

Signé: V. LETELLIER, S. DOBSON, A. KAHN et H. HELLINCKX.

Enregistré à Luxembourg A.C.1, le 29 décembre 2015. Relation: 1LAC/2015/42140. Reçu soixante-quinze euros (75.- EUR).

*Le Receveur (signé): P. MOLLING.*

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

Luxembourg, le 6 janvier 2016.

Référence de publication: 2016004374/82.

(160003232) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 janvier 2016.

**Silver Moss C Retail 2014 S.à r.l., Société à responsabilité limitée.**

**Capital social: CHF 16.001,00.**

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

R.C.S. Luxembourg B 186.830.

In the year two thousand and fifteen, on the twenty-ninth day of December, before Maître Edouard Delosch, notary residing in Diekirch, Grand Duchy of Luxembourg,

there appeared:

Silver Moss B 2014 S.à r.l., a société à responsabilité limitée governed by the laws of the Grand Duchy of Luxembourg, having a share capital of sixty-four thousand one Swiss Franc (CHF 64,001.-), with registered office at 13, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 186797 (“Silver Moss B 2014 S.à r.l.” or the “Shareholder”),

hereby represented by Maître Nicolas BAEYENS, lawyer, residing professionally in Luxembourg, Grand Duchy of Luxembourg, by virtue of a proxy given on 23 December 2015.

The said proxy shall be annexed to the present deed.

Silver Moss B 2014 S.à r.l. has requested the undersigned notary to record that Silver Moss B 2014 S.à r.l. is the sole shareholder of Silver Moss C Retail 2014 S.à r.l., a société à responsabilité limitée governed by the laws of the Grand-Duchy of Luxembourg, having a share capital of sixteen thousand one Swiss Franc (CHF 16,001.-), with registered office at 13, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg, incorporated following a deed of the undersigned notary of 6 May 2014, published in the Mémorial C, Recueil des Sociétés et Associations number 1821 of 12 July 2014, and registered with the Luxembourg Register of Commerce and Companies under number B 186830 (“Silver Moss C Retail 2014 S.à r.l.”). The articles of incorporation of Silver Moss C Retail 2014 S.à r.l. have for the last time been amended following a deed of the undersigned notary of 15 May 2014, published in the Mémorial C, Recueil des Sociétés et Associations number 1901 of 22 July 2014.

Silver Moss B 2014 S.à r.l., represented as above mentioned, having recognised to be duly and fully informed of the resolutions to be taken on the basis of the following agenda:

*Agenda*

1 To consider and, if thought fit, approve the joint merger proposal dated 25 November 2015, drawn up in accordance with article 261 of the law of August 1915 on commercial companies, as amended (the “Law of 1915”) and published in the Mémorial C, Recueil des Sociétés et Associations, number 3224 of 28 November 2015, in accordance with article 262 (1) of the Law of 1915 (the “Joint Merger Proposal”).

2 To consider and, if thought fit, approve the merger by absorption between Silver Moss C Retail 2014 S.à r.l., as the absorbing company, and Silver Moss C Leisure 2014 S.à r.l., a société à responsabilité limitée governed by the laws of the Grand Duchy of Luxembourg, having a share capital of sixteen thousand one Swiss Franc (CHF 16,001.-), with registered office at 13, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 186818 (“Silver Moss C Leisure 2014 S.à r.l.” and, together with

Silver Moss C Retail 2014 S.à r.l., the “Merging Companies”), as the absorbed company, (the “Merger”), in accordance with the Joint Merger Proposal and articles 261 to 276 of Section XIV of the Law of 1915.

3 To consider and, if thought fit, approve that the transfer of the assets and liabilities of Silver Moss C Leisure 2014 S.à r.l. to Silver Moss C Retail 2014 S.à r.l. becomes effective for accounting purposes as of 30 June 2015, 24:00 (the “Accounting Effective Date”).

4 To consider and, if thought fit, approve the increase of the share capital of Silver Moss C Retail 2014 S.à r.l. by an amount of sixteen thousand one Swiss Franc (CHF 16,001.-) so as to raise it from its present amount of sixteen thousand one Swiss Franc (CHF 16,001.-) to an amount of thirty-two thousand two Swiss Franc (CHF 32,002.-), by the issuance of sixteen thousand one (16,001) new shares with a nominal value of one Swiss Franc (CHF 1.-) each, in consideration of the contribution of Silver Moss C Leisure 2014 S.à r.l.’s net assets in the context of the Merger, which newly issued shares will have the same rights and obligations as the existing shares of Silver Moss C Retail 2014 S.à r.l. and which will be allocated to the Shareholder.

5 To consider and, if thought fit, approve the amendment of first paragraph of Article 8 of the articles of association of Silver Moss C Retail 2014 S.à r.l. in order to reflect the above-mentioned share capital increase.

6 To consider and if thought fit, appoint one or several attorneys-in-fact to implement the resolutions to be adopted on the basis of this agenda and to accomplish all acts of whatever kind which are necessary or useful to fully implement the Merger.

(i) In accordance with article 267, paragraph 1 (a), (b) and (c) of the Law of 1915, the following documents have been put at the disposal of the Shareholder of Silver Moss C Retail 2014 S.à r.l. at Silver Moss C Retail 2014 S.à r.l.’s registered office at least one (1) month prior to the date of the present extraordinary general meeting of shareholders of Silver Moss C Retail 2014 S.à r.l. convened to approve the Merger:

- the Joint Merger Proposal;
- the annual accounts and the management reports of the Merging Companies for the financial year 2014; and the accounting statements of the Merging Companies as of 30 September 2015.

(ii) The Shareholder has waived the requirement of:

- the reports of the board of managers of the Merging Companies (in accordance with article 265 (3) of the Law of 1915); and
- the reports of the independent auditors (in accordance with article 266 (5) of the Law of 1915).

(iii) The Shareholder has requested the undersigned notary to record the following resolutions:

*First resolution*

The Shareholder resolved to approve the Joint Merger Proposal.

*Second resolution*

The Shareholder resolved to acknowledge that corresponding decisions have been taken by the general meeting of shareholders of Silver Moss C Leisure 2014 S.à r.l..

The Shareholder resolved to approve the Merger in accordance with the Joint Merger Proposal.

*Third resolution*

The Shareholder resolved to approve the Accounting Effective Date.

*Fourth resolution*

The Shareholder resolved to increase the share capital of Silver Moss C Retail 2014 S.à r.l. by an amount of sixteen thousand one Swiss Franc (CHF 16,001.-) so as to raise it from its present amount of sixteen thousand one Swiss Franc (CHF 16,001.-) to an amount of thirty-two thousand two Swiss Franc (CHF 32,002.-) and to issue sixteen thousand one (16,001) new shares with a nominal value of one Swiss Franc (CHF 1.-) each, having the same rights and privileges as the existing shares, to be allocated to the Shareholder in exchange of sixteen thousand one (16,001) shares held by the Shareholder in Silver Moss C Leisure 2014 S.à r.l..

*Fifth resolution*

The Shareholder resolved to modify the first paragraph of article 8 of the articles of association of Silver Moss C Retail 2014 S.à r.l. in order to reflect the increase of share capital mentioned in the fifth resolution.

The said paragraph will from now on read as follows:

“ **Art. 8.** Silver Moss C Retail 2014 S.à r.l.’s share capital is set at thirty-two thousand two Swiss Franc (CHF 32,002.-), represented by thirty-two thousand two (32,002) shares with a nominal value of one Swiss Franc (CHF 1.-) each.”

### *Sixth resolution*

The Shareholder resolved to grant powers to any two (2) managers of Silver Moss C Retail 2014 S.à r.l., acting jointly, with power of substitution, as its attorney-in-fact to implement the foregoing resolutions and to accomplish all acts of whatever kind which are necessary or useful to fully implement the Merger.

### *Notary's statement*

In accordance with article 271 (2) and 273 of the Law of 1915, the undersigned notary (i) declares and certifies having verified the existence and validity, under Luxembourg law, of the Joint Merger Proposal and of the legal acts and formalities imposed in order to render the Merger between Silver Moss C Retail 2014 S.à r.l. and Silver Moss C Leisure 2014 S.à r.l. effective and (ii) confirms that the Merger between Silver Moss C Retail 2014 S.à r.l. and Silver Moss C Leisure 2014 S.à r.l. will become effective vis-à-vis third parties as of the date of publication in the Mémorial C, Recueil des Sociétés et Association of the minutes of the general meetings of shareholders of each of the Merging Companies.

### *Expenses*

The expenses, costs, fees and charges of any kind which shall be borne by Silver Moss C Retail 2014 S.à r.l. as a result of the present deed are estimated at one thousand three hundred euro (EUR 1,300.-).

There being no other business on the agenda, the meeting was adjourned.

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

Whereupon the present deed was drawn up in Luxembourg by the undersigned notary, on the day referred to at the beginning of this document.

The document having been read to the meeting, the members of the bureau, who are known to the undersigned notary by their surnames, first names, civil status and residences, such persons signed together with the undersigned notary this original deed.

### **Suit la traduction française de l'acte qui précède:**

L'an deux mille quinze, le vingt-neuvième jour du mois de décembre,  
par devant nous Maître Edouard Delosch, notaire de résidence à Diekirch, Grand-Duché de Luxembourg,

a comparu:

Silver Moss B 2014 S.à r.l., une société à responsabilité limitée régie par les lois du Grand-Duché de Luxembourg, ayant un capital social de soixante-quatre mille francs suisse (CHF 64.001,-), dont siège social est au 13, rue Edward Steichen, L-2540 Luxembourg, Grand-Duché de Luxembourg, et immatriculée au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 186797 («Silver Moss B 2014 S.à r.l.» ou l'«Associé»),

représenté aux fins des présentes par Maître Nicolas BAEYENS, avocat, demeurant professionnellement à Luxembourg, Grand-Duché de Luxembourg, aux termes d'une procuration donnée le 23 décembre 2015.

La précitée procuration restera annexée aux présentes.

Silver Moss B 2014 S.à r.l. a requis le notaire instrumentant d'acter que Silver Moss B 2014 S.à r.l. est le seul et unique associé de Silver Moss C Retail 2014 S.à r.l., une société à responsabilité limitée régie par les lois du Grand Duché de Luxembourg, ayant un capital social de seize mille un francs suisse (CHF 16.001,-), dont le siège social est au 13, rue Edward Steichen, L-2540 Luxembourg, Grand Duché de Luxembourg, constituée suivant acte du notaire soussigné en date du 6 mai 2014, publié au Mémorial C, Recueil des Sociétés et Associations sous le numéro 1821 du 12 juillet 2014, et immatriculée au Registre du Commerce et des Sociétés sous le numéro B 186830 («Silver Moss C Retail 2014 S.à r.l.»). Les statuts de Silver Moss C Retail 2014 S.à r.l. ont été modifiés la dernière fois par un acte du notaire soussigné en date du 15 mai 2014, publié au Mémorial C, Recueil des Sociétés et Associations sous le numéro 1901 en date du 22 juillet 2014.

Silver Moss B 2014 S.à r.l., représentée comme indiqué ci-avant, reconnaissant avoir été dûment et pleinement informée des décisions à intervenir sur base de l'ordre du jour suivant:

### *Ordre du jour*

1 Examen de et, si jugé approprié, approbation du projet commun de fusion du 25 novembre 2015, préparé conformément à l'article 261 de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (la «Loi de 1915»), et publié au Mémorial C, Recueil des Sociétés et Associations, numéro 3224 du 28 novembre 2015, en application de l'article 262 (1) de la Loi de 1915 (le «Projet Commun de Fusion»).

2 Examen de et, si jugé approprié, approbation de la fusion par absorption entre Silver Moss C Retail 2014 S.à r.l., en tant que société absorbante, et Silver Moss C Leisure 2014 S.à r.l., une société à responsabilité limitée régie par les lois du Grand-Duché de Luxembourg, ayant un capital social de seize mille un francs suisse (CHF 16.001,-), dont le siège social est au 13, rue Edward Steichen, L-2540 Luxembourg, Grand-Duché du Luxembourg et immatriculée au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 186818 («Silver Moss C Leisure 2014 S.à r.l.» et, ensemble avec Silver

Moss C Retail 2014 S.à r.l., les «Sociétés Fusionnantes») en tant que société absorbée (la «Fusion»), conformément au Projet Commun de Fusion et aux articles 261 à 276 de la Section XIV de la Loi de 1915.

3 Examen de et, si jugé approprié, approbation du transfert des actifs et passifs de Silver Moss C Leisure 2014 S.à r.l. à Silver Moss C Retail 2014 S.à r.l. d'un point de vue comptable avec effet au 30 juin 2015, à 24.00 heures (la «Date d'Effet Comptable»).

4 Examen de et, si jugé approprié, augmentation du capital social de Silver Moss C Retail 2014 S.à r.l. à concurrence de seize mille un francs suisse (CHF 16.001,-) pour le porter de son montant actuel de seize mille un francs suisse (CHF 16.001,-) à trentedeux mille deux francs suisse (CHF 32.002,-), par l'émission de seize mille une (16.001) parts sociales nouvelles d'une valeur nominale d'un franc suisse (CHF 1,-) chacune, en contrepartie de la contribution de l'actif net de Silver Moss C Retail 2014 S.à r.l. dans le contexte de la Fusion, les parts sociales nouvellement émises ayant les mêmes droits et obligations que les parts sociales de la Société déjà existantes et devant être attribuées à l'Associé.

5 Examen de et, si jugé approprié, modification du premier alinéa de l'article 8 des statuts de Silver Moss C Retail 2014 S.à r.l. pour refléter l'augmentation de capital de Silver Moss C Retail 2014 S.à r.l..

6 Examen de et, si jugé approprié, décision de nommer un ou plusieurs mandataires afin de mettre en oeuvre les résolutions devant être adoptées sur base du présent agenda et d'accomplir tous les actes de toute nature utiles ou nécessaires à la mise en oeuvre pleine et effective de la Fusion.

(i) Conformément à l'article 267, paragraphe 1 (a), (b) et (c) de la Loi de 1915, les documents suivants ont été mis à la disposition de l'Associé de Silver Moss C Retail 2014 S.à r.l. au siège social de Silver Moss C Retail 2014 S.à r.l. au moins un (1) mois avant la date de la présente assemblée générale extraordinaire de Silver Moss C Retail 2014 S.à r.l. appelée à approuver la Fusion:

- le Projet Commun de Fusion;
  - les comptes annuels ainsi que les rapports de gestion respectifs des Sociétés Fusionnantes pour l'exercice social 2014;
- et
- les états comptables des Sociétés Fusionnantes arrêtés à la date du 30 septembre 2015.

(ii) L'Associé a décidé de renoncer:

- aux rapports du conseil de gérance des Sociétés Fusionnantes (conformément à l'article 265 (3) de la Loi de 1915); et
- aux rapports des experts indépendants (conformément à l'article 266 (5) de la Loi de 1915).

(iii) L'Associé a pris les résolutions suivantes:

#### *Première résolution*

L'Associé a décidé d'approuver le Projet Commun de Fusion.

#### *Deuxième résolution*

L'Associé a pris acte de la prise des décisions concordantes par l'assemblée générale des associés de Silver Moss C Leisure 2014 S.à r.l..

L'Associé a décidé d'approuver la Fusion conformément au Projet Commun de Fusion-

#### *Troisième résolution*

L'Associé a décidé d'approuver la Date d'Effet Comptable.

#### *Quatrième résolution*

L'Associé a décidé d'augmenter le capital social de Silver Moss C Retail 2014 S.à r.l. à concurrence de seize mille un francs suisse (CHF 16.001,-) pour le porter de son montant actuel de seize mille un francs suisse (CHF 16.001,-) à trente-deux mille deux Francs Suisse (CHF 32.002,-) et d'émettre seize mille une (16.001) parts sociales nouvelles d'une valeur nominale d'un franc suisse (CHF 1,-) chacune, ayant les mêmes droits et privilèges que les parts sociales existantes, à attribuer à l'Associé, en contrepartie de seize mille une (16.001) parts sociales détenues par l'Associé dans Silver Moss C Leisure 2014 S.à r.l..

#### *Cinquième résolution*

L'Associé a décidé de modifier le premier paragraphe de l'article 8 des statuts de Silver Moss C Retail 2014 S.à r.l. afin de refléter l'augmentation de capital mentionnée à la cinquième résolution.

Ledit alinéa sera dorénavant rédigé comme suit:

« **Art. 8.** Le capital social est à trente-deux mille deux francs suisse (CHF 32.002,-), représenté par trente-deux mille deux (32.002) parts sociales d'une valeur nominale d'un franc suisse (CHF 1,-) chacune.»

#### *Sixième résolution*

L'Associé a décidé de donner pouvoirs à deux (2) gérants de Silver Moss C Retail 2014 S.à r.l., agissant conjointement, afin de mettre en oeuvre les résolutions qui précèdent et d'accomplir tous les actes de toute nature utiles ou nécessaires à la mise en oeuvre du pleine et effective de la Fusion.

*Constat du notaire*

Conformément à l'article 271 (2) et 273 de la Loi de 1915, le notaire soussigné (i) déclare et certifie avoir vérifié l'existence et la validité, en droit luxembourgeois, du Projet Commun de Fusion ainsi que des actes juridiques et formalités imposés afin de rendre la Fusion entre Silver Moss C Retail 2014 S.à r.l. et Silver Moss C Leisure 2014 S.à r.l. effective et (ii) confirme que la Fusion entre Silver Moss C Retail 2014 S.à r.l. et Silver Moss C Leisure 2014 S.à r.l. sera effective vis-à-vis des tiers à compter de la date de publication au Mémorial C, Recueil des Sociétés et Association des procès-verbaux des assemblées générales des associés de chacune des Sociétés Fusionnantes.

*Frais*

Les frais, dépenses, rémunérations et charges de toute nature payables par Silver Moss C Retail 2014 S.à r.l. en raison du présent acte sont estimés à mille trois cents euros (EUR 1.300,-).

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

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

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

Lecture du présent acte faite aux comparants et aux membres du bureau connus du notaire soussigné par leur nom, prénom usuel, état et demeure, ils ont signé, avec le notaire soussigné, le présent acte.

Signé: N. BAEYENS, DELOSCH.

Enregistré à Diekirch Actes Civils, le 30 décembre 2015. Relation: DAC/2015/22590. Reçu soixante-quinze (75,-) euros.

*Le Receveur* (signé): THOLL.

Pour expédition conforme, délivrée, sur demande à la société prénommé par Maître Pierre PROBST, notaire de résidence à Ettelbruck, en tant que dépositaire provisoire des minutes de Maître Edouard DELOSCH, alors notaire de résidence à Diekirch.

Diekirch, le 6 janvier 2016.

Référence de publication: 2016005039/221.

(160003068) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 janvier 2016.

**WEST FUND SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.**

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

R.C.S. Luxembourg B 202.892.

—  
STATUTES

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

Before Maître Martine Schaeffer, notary public residing at Luxembourg, Grand Duchy of Luxembourg, undersigned.

THERE APPEARED:

1. West Fund Management Company S.à r.l. a société à responsabilité limitée incorporated under the laws of Luxembourg, having its registered office at 18, rue de l'Eau, L-1449 Luxembourg, Grand Duchy of Luxembourg,

here represented by Mr. Marc KOEUNE, having his professional address in Luxembourg by virtue of a proxy given under private seal, dated 22<sup>nd</sup> of December 2015;

hereafter the Unlimited Shareholder or the General Partner.

and

2. FI&PA CORPORATE TRUSTEE NEW ZEALAND LIMITED, trustee of the trust THE II WEST TRUST NZ, having its registered office at 60, Tinakori Road, Thorndon, Wellington 6011, New Zealand,

both here represented by Mr. Marc KOEUNE, prenamed, by virtue of a proxy given under private seal, dated 10<sup>th</sup> of December 2012; hereafter the Limited Shareholder.

The above mentioned proxies, being initialled ne varietur by the appearing parties, and the undersigned notary, shall remain attached to the present deed to be filed at the same time with the registration authorities.

Such appearing parties, in their respective capacities, have requested the notary to state as follows the Articles of a corporate partnership limited by shares "société en commandite par actions" which they form between themselves.

**Preliminary Title - Definitions**

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

"Administrator": any entity appointed by the Company to act as the Domiciliary Agent, Registrar and Transfer Agent and Administrative Agent of the Company.

“Articles”: the present articles of association.

“Business Day”: each day on which the banks and other financial institutions are open for business in Luxembourg.

“Class of Shares”: each of the classes of shares and any further classes of shares issued by the Company, as further described in the Company’s Private Placement Memorandum.

“Company”: WEST FUND SICAV-SIF.

“CSSF”: Commission de Surveillance du Secteur Financier, the Luxembourg supervisory and regulatory authority.

“Sub-Fund”: refers to each separate investment portfolio within the Company as described in the appendixes of the Private Placement Memorandum.

“General Partner”: West Fund Management Company S.à.r.l.

“Investor Shares”: the Shares of the Company held by the Limited Shareholder(s).

“Law of 10 August 1915”: the Luxembourg law of 10 August 1915 on commercial companies, as amended.

“Law of 13 February 2007”: the Luxembourg law of 17 February 2007 on specialized investment funds, as amended from time to time.

“Law of 12 July 2013”: the Luxembourg law of 12 July 2013 on alternative investment fund managers, as amended from time to time.

“Limited Shareholder(s)”: the Shareholder(s) holding Investor Shares “Management Share(s)”: the Share(s) held by the General Partner of the Company.

“Private Placement Memorandum”: the private placement memorandum of the Company, as supplemented from time to time.

“Register”: the register of Shares of the Company.

“Shares”: the shares in the capital of the Company consisting of the Management Shares, the Investor Shares, the Limited General Partner Share and any additional shares issued by the Company.

“Shareholder(s)”: each or all the holder(s) of the Investor Share(s), Management Share(s) and any additional shares issued by the Company.

“Unlimited Shareholder(s)”: the holder(s) of Management Share(s) the responsibility of which is unlimited.

“Valuation Day”: refers to the date of determination of the Net Asset Value as described in the relevant appendix to the Private Placement Memorandum.

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

**Art. 1. Form, Corporate Name.** There is hereby established among the subscribers and all those who may become owners of Shares thereafter a company in the form of a limited partnership by shares (“société en commandite par actions”) formed as an investment company with variable capital and qualifying as specialized investment fund and alternative investment fund, which will be governed by the laws of the Grand Duchy of Luxembourg, notably the Law of 10 August 1915, the Law of 13 February 2007 and the Law of 12 July 2013, and by the present Articles.

The Company will exist under the corporate name of "WEST FUND SICAV-SIF".

**Art. 2. Registered Office.** The Company will have its registered office in the City of Luxembourg, Grand Duchy of Luxembourg.

If and to the extent permitted by the law, the registered office may be transferred within the municipality of Luxembourg by a resolution of the General Partner.

The registered office of the Company may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of shareholders deliberating in the manner required for amendment of these Articles, but cannot be transferred abroad, except as otherwise provided hereunder.

In the event that the General Partner determines that extraordinary political, economic or social developments occur or are imminent that would interfere with the normal activities of the Company at its registered office or with the ease of communications with such office or between such office and persons abroad, the registered office may be temporarily transferred abroad, until the complete cessation of these abnormal circumstances. Such temporary measures will have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of the registered office, will remain a Luxembourg company.

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

**Art. 3. Corporate Object.** The Company’s exclusive object is the collective investment of its funds in assets in order to spread the investment risks and to ensure for the investors the benefit of the results of the management of these assets according to its investment objectives and policies in accordance with the provisions of the 2007 Law and applicable CSSF Circulars.

The investment objectives and strategy of the Company are more fully described in the Company’s Private Placement Memorandum.



The Company may also enter into, assist or participate in any financial, commercial and other transactions, and in particular, without limitation, grant any assistance, advances or guarantees and raise money in any manner and secure the repayment of any money borrowed from third parties or from its shareholders.

In addition, the Company can perform all commercial, technical and financial operations, connected directly or indirectly to all areas as described above in order to facilitate the accomplishment of its purpose to the full extent permitted by the 2007 Law.

**Art. 4. Duration.** The Company is formed for an unlimited duration. Each Sub-Fund of the Company may have a limited duration, as indicated in the Company's Private Placement Memorandum.

## Chapter II. Corporate Capital, Distribution Rights of Shares, Redemption of Shares

**Art. 5. Corporate Capital and Share Premium.** The initial capital of the Company shall be represented by two types of shares consisting of a Management Share held by the General Partner as Unlimited Shareholder ("actionnaire commandité") and Investor Shares held by the Limited Shareholders ("actionnaires commanditaires").

The initial share capital of the Company is set at thirty-two thousand Euros (EUR 32,000) divided as follows:

- Two (2) Management Shares (share of Unlimited Shareholder) at an initial price of one thousand Euros (EUR 1,000), with no par value and fully paid up;
- Thirty (30) Investor Shares (shares of Limited Shareholder) at an initial price of one thousand Euros (EUR 1,000), with no par value and fully paid up.

The Company's share capital shall at any time be equal to its net asset value, as determined in accordance with the Articles of the Company.

The Company shall be entitled to issue share premium at the discretion of the General Partner.

The minimum subscribed capital of the Company, increased by the share premium, shall be as required by the Law of 13 February 2007, EUR 1,250,000 (one million two hundred fifty thousand euro). This minimum must be reached within a period of twelve months following the authorisation of the Company.

**Art. 6. Sub-Funds and Classes of Shares.** The Company is a multi-compartment structure consisting of one or several Sub-Funds, each one representing a specific portfolio of assets and liabilities. There is no cross liability between Sub-Funds. Each Sub-Fund is invested in accordance with the investment objective and policy applicable to it. The investment objective and policy as well as other specific features of each Sub-Fund will be set forth in the Private Placement Memorandum. The General Partner may decide, at its sole discretion and at any time, to create additional Sub-Funds or to close an existing Sub-Fund. The Company retains the right to offer at its discretion only one or more Classes for purchase by specific investors.

The General Partner may decide, at its sole discretion, to issue, within each Sub-Fund, separate Classes of Shares, which may carry different rights and obligations, inter alia with regard to their distribution policy and right to revenues, their fee structure, their minimum initial subscription and holding amounts or their target investors. The specific features of the Classes within each Sub-Fund will be set forth in the Private Placement Memorandum. The General Partner may decide, at its sole discretion and at any time, to create additional Classes or close an existing Class.

**Art. 7. Form of Shares.** The Company shall issue Shares in registered form only.

All issued registered Shares of the Company shall be registered in the register of Shareholders which shall be kept by the Company or by one or more persons designated thereto by the Company, and such register shall contain the name of each owner of registered Shares, his residence or elected domicile as indicated to the Company, and the number of registered Shares held by him.

The Company recognises only one owner per Share. If one or more Shares are jointly owned or if the ownership of such Share(s) is disputed, all persons claiming a right to such Share(s) must appoint a sole attorney to represent such shareholding in dealings with the Company. The failure to appoint such attorney shall result in a suspension of all rights attached to such Share(s). Moreover, in the case of joint Shareholders, the Company reserves the right to pay any redemption proceeds, distributions or other payments to the first registered holder only, whom the Company may consider to be the representative of all joint holders, or to all joint Shareholders together, at its absolute discretion.

The Company may decide to issue fractional Shares. Such fractional Shares shall not be entitled to vote but shall be entitled to participate in the distribution and liquidation proceeds of the relevant Sub-Fund on a pro rata basis.

**Art. 8. Shareholders.** The holding of Shares is exclusively restricted to «Well-Informed Investors» as defined in the Law of 13 February 2007.

The General Partner shall have the power to impose such restrictions as it may think necessary for the purpose notably of ensuring that no Shares in the Company are acquired or held by (a) any person in breach of these Articles, the Private Placement Memorandum, the law or requirement of any country or governmental authority, or (b) any person in circumstances which in the opinion of the General Partner might result in the Company incurring any liability to taxation or suffering any other pecuniary disadvantage which the Company might not otherwise have incurred or suffered. For such purposes the General Partner may:

a) decline to issue any Share and decline to register any transfer of a Share where it appears to it that such registration or transfer would or might result in legal or beneficial ownership of such Share being held by a person who is precluded from holding Shares of the Company;

b) at any time require any person whose name is entered in 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 legal or beneficial ownership of such shareholder's Shares rests or will rest in a person who is precluded from holding Shares of the Company; and

c) where it appears to the Company that any person, who is precluded from holding Shares of the Company is a legal or beneficial owner of Shares or holds Shares, cause the Company compulsorily to repurchase from any such shareholder all Shares held by such shareholder.

**Art. 9. Subscription of Shares.** Shares may be offered for subscription as further detailed and in accordance with the provisions of the Company's Private Placement Memorandum as supplemented from time to time.

**Art. 10. Transfer and Conversion of Share.** Subject to the provisions of the Company's Private Placement Memorandum and unless otherwise provided therein, Shares are transferrable to existing Shareholders or to any third party. Investor Shareholders have a preemptive right in relation to the transfer of any Shares other than Management Shares to a third party. In case where several Investor Shareholders wish to exercise this right of preemption, the transferred Shares will be allocated amongst them in proportion to the Investor Shares already owned by them.

The General Partner shall however not accept any transfer of shares to any transferee who may not be considered as an eligible investor within the meaning of the Law of 13 February 2007.

The shareholder wishing to transfer its shares in the Company will be responsible for all costs associated with any attempted or realized transfer.

Shareholders are not allowed to pledge or grant a security interest in any of their shares without the prior consent of the General Partner, unless pledged or granted to a credit institution as defined by the respective shareholders' country legislation.

Unless otherwise provided for within the Company's Private Placement Memorandum, Shares of a Sub-Fund may not be converted for Shares in another Sub-Fund at the request of the Shareholders.

**Art. 11. Redemption of Shares.** The Company is closed-ended.

However, the General Partner may allow redemptions on a discretionary case-by-case basis or decide, depending on the investment strategy and objectives of each Sub-Fund, to launch open-ended Sub-Funds.

The Company may decide to compulsorily redeem the Shares wholly or in part in particular in the following circumstances:

a) the Shares are held by investors not authorized to buy or own Shares in the Company, i.e. a Shareholder that no longer qualifies as «Well-Informed Investor» as defined in the Law of 13 February 2007 or such Shareholder (or an affiliate of the same) that becomes a U.S. person as referred to in the Private Placement Memorandum;

b) in the event that a Shareholder is declared bankrupt, enters into an arrangement for the benefit of its creditors or goes into liquidation;

c) in case of liquidation or merger of Sub-Funds or Classes of Shares;

d) in order to distribute the proceeds of realization of investments; and

e) in all other circumstances as the General Partner may deem appropriate in accordance with the terms and conditions set out in the Private Placement Memorandum.

Redemption of Shares shall be made at a price which is determined by the General Partner to be the fair value for the Shares to be redeemed by applying the principles described in the Private Placement Memorandum. The rules relating to distributions as set forth in the Private Placement Memorandum are furthermore applicable. Except in the cases c), d) and e) above, the General Partner may impose such penalty as it deems fair and appropriate.

The payment of the redemption price shall be made for cash or consideration in kind at the General Partner's request, subject however to the prior approval of the concerned Shareholders. The allotment of Company's assets in respect of redemption for consideration in kind shall be fair and not detrimental to the interests of the other Shareholders of the Company. Any redemption for consideration in kind shall be subject to the confirmation by an auditor's special report of the valuation of the Company and of the Company's assets to be allocated, the costs of which shall be borne by the Company.

All redeemed Shares or fractions thereof shall be automatically cancelled.

**Art. 12. Net Asset Value.** The Net Asset Value of each Sub-Fund of the Company shall be determined by the Administrator and under the supervision of the General Partner on each valuation date (Valuation Day) as indicated within the relevant appendix to the Private Placement Memorandum but in no event less than once a year. If a Valuation Day falls on a day which is not a Business Day, the Valuation Day will be the prior Business Day.

The Net Asset Value of each Sub-Fund of the Company will be expressed in the Sub-Fund Currency as indicated within the relevant appendix to the Private Placement Memorandum and shall be determined by the Administrator on the basis of

the valuation of the underlying assets of each Sub-Fund of the Company on each Valuation Day by aggregating the value of all assets of each Sub-Fund of the Company and deducting all liabilities of each Sub-Fund of the Company.

For the purpose of determining the value of each Sub-Fund's investments, the Administrator, having due regards to the standard of care and due diligence in this respect, may, when calculating the Net Asset Value, completely and exclusively rely, unless there is a manifest error or gross negligence on its part, upon the valuations provided (i) by various pricing sources available on the market such as pricing agencies (i.e. Bloomberg, Reuters etc.), (ii) by an external expert duly authorized to that effect by the General Partner, (iii) upon the valuation of the General Partner, in the cases no prices are found or when the valuation may not correctly be assessed, as provided in the Company's Private Placement Memorandum.

In circumstances where one or more pricing sources fail to provide valuations for an important part of the assets, the Administrator is authorized to delay the calculation of the Net Asset Value in accordance with the General Partner's instructions.

The assets of each Sub-Fund of the Company shall be deemed to include:

- a) all securities, debt securities, shares and units of investment funds, options and other investments and securities owned or contracted for by the Company on account of such Sub-Fund;
- b) all cash in hand or on deposit for the account of such Sub-Fund, which may be held on an accessory and temporary basis, including any interest accrued thereon;
- c) all bills and demand notes and accounts receivable (including proceeds of securities sold but not delivered), which may be held on an accessory and temporary basis for the account of such Sub-Fund;
- d) all stock dividends, cash dividends, cash distributions receivable by the Fund in respect of investments of the Sub-Fund to the extent information thereon is reasonably available to the Company;
- e) all interest accrued on any interest bearing securities held by the Company for the account of the Sub-Fund, except to the extent that the same is included or reflected in the principal amount of such security;
- f) the primary expenses of the Fund insofar as the same have not been fully amortized; and
- g) all other assets of every kind and nature, including real estates, attributable to the Sub-Fund, including pre paid expenses.

The liabilities of each Sub-Fund of the Fund shall be deemed to include:

- a) all loans, bills and accounts payable;
- b) all accrued or payable administrative expenses (including but not limited to the Management fee.);
- c) all known liabilities, present and future, including all matured contractual obligations for payments of money or property;
- d) an appropriate provision for future taxes based on capital and income to the Valuation Date, as determined from time to time by the Fund, and other reserves, if any, authorised and approved by the General Partner; and
- e) all other liabilities of each Sub-Fund of the Fund of whatsoever kind and nature except liabilities represented by Shares in the Fund.

For the purpose of the Net Asset Value calculation:

- a) Shares in respect of which subscription has been accepted but payment has not yet been received shall not be deemed to be existing;
- b) Shares of the Company to be redeemed shall be treated as existing and until paid, the price therefore shall be deemed to be a liability of the Company;
- c) All investments, cash balances and other assets of the Company not expressed in Euro, shall be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the Net Asset Value; and
- d) Effect shall be given on any Valuation Date to any purchases or sales of securities contracted for by the Company on such Valuation Date, to the extent practicable.

The General Partner may temporarily suspend the calculation of the Net Asset Value during:

- a) any period when, in the reasonable opinion of the General Partner, a fair valuation of the assets of the Company is not practicable for reasons beyond the control of the Company; or
- b) any period when any of the principal markets (where applicable) on which a substantial proportion of the investments of the Company are quoted are closed (otherwise than for ordinary holidays), or during which dealings thereon are restricted or suspended; or
- c) the existence of any state of affairs which constitutes an emergency as a result of which valuation of assets owned by the Company would be impractical; or
- d) any breakdown in, or restriction in the use of, the means of communication normally employed in determining the price or value of any of the investments or the currency price or values on any such stock exchange; or
- e) following a possible decision to liquidate or dissolve the Company or one or several Sub-Funds;
- f) when, following redemption requests, it has not proved possible to dispose of the assets of the concerned Sub-Fund as necessary as a consequence of the markets' liquidity; or

g) in any other case where deemed necessary by the General Partner in the exclusive interest of the Company and its Shareholders.

### Chapter III. - Management

**Art. 13. Determination of the General Partner.** The Company shall be managed by West Fund Management Company S.à r.l., a Luxembourg private limited liability company “société à responsabilité limitée”, in its capacity as the Unlimited Shareholder of the Company.

The Limited Shareholders shall neither participate in nor interfere with the management of the Company.

The General Partner may be removed from its capacity as general partner of the Company without its consent by a resolution adopted unanimously by all the Limited Shareholders.

**Art. 14. Powers of the General Partner.** The General Partner will have the broadest powers to administer and manage the Company, to carry out and approve all acts and operations consistent with the Company’s object and to perform all acts of administration and disposition of the Company.

All powers not expressly reserved by law or the present Articles to the general meeting of Shareholders fall within the competence of the General Partner.

The General Partner will have the power, in particular, to implement the investment objective and policy of each Sub-Fund of the Company as well as the course of conduct of the management and business affairs of the Company and to manage investments for the account of the Company with a view to achieving the Sub-Fund’s investment objectives, in compliance with these Articles and the applicable laws and regulations.

The General Partner will have the power to enter into administration, investment and adviser agreements and any other contract and undertakings that it may deem necessary, useful or advisable for carrying out the object of the Company.

The General Partner shall have complete discretion and full power, authority and right to represent and bind the Company, either itself or wholly in part through its authorized agents or delegate.

No Limited Shareholder shall represent the Company.

**Art. 15. Signature.** The Company shall be bound vis-à-vis third parties, by one or more of its duly authorized signatories or such person(s) to which such power has been delegated by the General Partner.

**Art. 16. Liability of the General Partner and Limited Shareholders.** The General Partner is liable for all liabilities which cannot be met out of the Company’s assets.

The Limited Shareholders shall refrain from acting on behalf of the Company in any manner or capacity whatsoever other than when exercising their rights as Shareholders in general meetings of the Shareholders and shall be liable to the extent of their contributions to the Company.

**Art. 17. Delegation of Powers Agents of the General Partner.** The General Partner may, at any time, appoint officers or agents of the Company as required for the affairs and management of the Company, including third party entities. The appointed officers or agents shall be entrusted with the powers and duties conferred to them by the General Partner.

The General Partner will determine any such investment adviser, officers or agent’s responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of his/her/its/their agency.

**Art. 18. Conflicts of interest and risk management policy.** No contract or other transaction between the Company and any other company, firm or entity shall be affected or invalidated by the fact that the General Partner or one or more of the officers of the Company is interested in, or is a director, associate, officer or employee of such other company, firm or entity. The General Partner or any officer of the Company who serves as a director, officer or employee of any company, firm or entity with which the Company shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company, firm or entity be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

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

Complementary conflict of interest rules and guidance might be further described in the Private Placement Memorandum and the conflicts of interests policy of the Company, established in compliance with the Law of 13 February 2007 and the CSSF Regulation N° 12-01 for the application of Article 42a of the Law of 13 February 2007.

In order to identify, measure, manage and monitor the risks arising from positions and their contribution to the general risk profile of the portfolio, the Fund also established a risk management policy in compliance with the Law of 13 February 2007 and the CSSF Regulation N° 12-01 for the application of Article 42a of the Law of 13 February 2007.

### Chapter IV. - General meeting of Shareholders

**Art. 19. Powers of the General Meeting of Shareholders.** The decisions of the Shareholders are taken by resolutions passed at meetings of the Shareholders held at a time and place specified in the notice of the meeting.

Shareholders are entitled to receive notice of, attend, speak and vote at any general meeting of the Company.

The general meeting of Shareholders shall represent the entire body of Shareholders of the Company. Its resolutions shall be binding upon all the shareholders of the Company.

General meetings of Shareholders are convened by the General Partner.

Each shareholder may participate in general meetings of Shareholders.

The general meeting of the Shareholders shall deliberate only on the matters which are not reserved to the General Partner by the Articles or by the law.

**Art. 20. Annual General Meeting.** The annual general meeting of the Shareholders will be held at the registered office of the Company or elsewhere as may be specified in the notice convening the meeting, at 1.30 pm on June 14<sup>th</sup>, each year. If such day is a public or bank holiday, the meeting will be held on the next following Bank Business Day.

The first general meeting that shall be held on June 14<sup>th</sup>, 2017, no later than 18 months from the incorporation of the fund at the registered office of the Company or elsewhere as may be specified in the notice of meeting.

**Art. 21. Other General Meetings.** The General Partner may convene other general meetings or Sub-Fund meetings at such place and time as may be specified in the relevant convening notice.

**Art. 22. Notice.** The Shareholders shall meet upon a notice by the General Partner setting forth the agenda and sent at least eight (8) calendar days prior to the meeting by registered mail to each Shareholder at the Shareholder's address in the Register.

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

**Art. 23. Attendance - Representation.** The General Partner may determine all other conditions that must be fulfilled by the Shareholders for them to take part in any meeting of Shareholders.

A Shareholder may act at any general meeting of Shareholders by appointing in writing or by telefax or any other means of transmission ensuring the authenticity of the document and the identification of its author as his/her proxy another person who need not be a Shareholder.

A Shareholder which is a company or other legal entity may execute a form of proxy under the hand of a duly authorised officer, or may authorise by letter, by telegram or telefax or any other means of transmission ensuring the authenticity of the document and the identification of its author, such person as it thinks fit to act as its representative at any general meeting of the Shareholders, subject to the production of such evidence of authority as the General Partner may require.

**Art. 24. Proceedings.** The general meeting of the Shareholders shall be presided by the General Partner or by a person designated by the General Partner.

The chairman of the general meeting of the Shareholders shall appoint a secretary.

The general meeting of the Shareholders may elect one scrutineer.

They form together the board of the general meeting of the Shareholders.

**Art. 25. Vote.** Every Shareholder shall be entitled to voting rights commensurate to its shareholding. A fractional Share shall not confer any voting right, unless together with other fractional Share(s) that the respective Shareholder holds, their number is such that they represent one or more whole Shares. In order for any resolution proposed at a Shareholders' meeting by the holder of the Management Share to be validly passed, a vote in favor of such resolution is required, except if otherwise provided in these Articles of Association.

The general meeting of the Shareholders may deliberate and vote only on the items comprised in the agenda unless all the Shareholders are present or represented at a general meeting of the Shareholders meeting and decide to add some items to the agenda.

Each Share entitles to one vote.

Unless otherwise provided for in these Articles, Shareholders' resolutions are validly passed by Shareholders' representing a majority of the voting rights at Shareholders' meetings validly convened and quorated in accordance with the Law of 10 August 1915.

In any case, the consent of the General Partner is required for any Shareholders' resolution to be validly adopted including any amendment to these Articles.

**Art. 26. Minutes.** The minutes of the general meeting of the Shareholders shall be signed by the board of the meeting.

Copies or extracts of these minutes to be produced in judicial proceedings or otherwise shall be signed by the General Partner.

#### Chapter V. Financial year, Distribution of profits

**Art. 27. Financial Year.** The Company's financial year begins on the first day of January and closes on the last day of December of each year.

**Art. 28. Adoption of the Financial Statements.** Financial statements shall be drawn up by the General Partner and submitted for adoption to the next annual general meeting of the Shareholders.

The annual general meeting of the Shareholders shall consider and, if thought fit, adopt the financial statements and vote on the discharge of the General Partners and the allocation of the results of the Company in accordance with these Articles.

**Art. 29. Supervision.** The operations of the Company and its financial situation shall be supervised by one independent auditor qualifying as a «réviseur d'entreprises agréé» who shall be appointed by the Shareholders for a renewable term of one (1) year. The independent auditor shall be remunerated by the Company and shall remain in office until its successor is appointed. The independent auditor shall fulfil all duties prescribed by the Law of 13 February 2007.

**Art. 30. Distribution.** Subject to the requirements of Luxembourg law, distributions, if any, shall be payable by the Company on its shares upon decision by the General Partner in accordance with the Company's Private Placement Memorandum.

No distribution may be made if after the declaration of such distribution the net asset value of the Company would fall below EUR 1,250,000 (one million two hundred fifty thousand Euro).

#### Chapter VI. - Dissolution, Liquidation

**Art. 31. Legal incapacity or inability to act of the General Partner.** The Company shall not be dissolved in the case of the General Partner's legal incapacity, dissolution, resignation, retirement, insolvency or bankruptcy or for any other reason provided under applicable law where it is impossible for the General Partner to act, it being understood for the avoidance of doubt that the transfer of its Management Share by the General Partner in accordance with these Articles will not lead to the dissolution of the Company.

In case of legal incapacity or inability to act of the General Partner as mentioned under the preceding paragraph, the Administrator of the Company will convene a general meeting of Shareholders which will appoint a new general partner by means of a resolution adopted in the manner required to amend the Articles, without the prior approval of the General Partner, but subject to prior CSSF approval.

**Art. 32. Liquidation.** In the event of dissolution of the Company, liquidation shall be carried out by one or several liquidators (whether natural persons or legal entities) named pursuant to a general meeting effecting such dissolution and at which meeting the liquidators' powers and compensation shall be determined. The operations of liquidation will be carried out pursuant to the 1915 Law.

The net proceeds of liquidation in respect of each Sub-Fund or, as the case may be, of each Class within each Sub-Fund, shall be distributed by the liquidator(s) to the holders of Shares of the relevant Class in proportion to their holding of such Shares in such Sub-Fund or Class, and whether such proceeds shall be distributed in cash or kind.

The resolutions of the general meeting of shareholders or of a court of law pronouncing the termination and winding-up of the Company are to be published in compliance with applicable Luxembourg requirements, The choice of which newspapers are to carry the publication is made at the discretion of the liquidator(s).

**Art. 33. Termination, liquidation and merger of Sub-Funds or Classes of Shares.** Sub-Funds may have a fixed liquidation date as more fully described in the Private Placement Memorandum. At the relevant liquidation date, the assets of the Sub-Fund will be liquidated and the net proceeds will be paid out to the Shareholders.

The General Partner may decide to close one or more Classes or Sub-Funds (having or not a limited duration) in the best interests of the Shareholders, if there has been a substantial modification in the political, economic, regulatory or monetary situation pertinent to a Class or Sub-Fund, which, in the opinion of the General Partner renders this decision necessary, or where such action is required in order to protect the interests of Shareholders, or if for any reason whatsoever, the value of the net assets of a Sub-Fund falls below an amount determined in the Private Placement Memorandum and the General Partner determines that the interests of the Shareholders of that same Class or Sub-Fund demand such action to be taken.

The Company shall serve a notice in writing to the Shareholders of the relevant Class or Sub-Fund, which will indicate the reasons and the procedure for the redemption operations.

The Company shall base these redemptions on the net asset value taking into account liquidation expenses.

The amounts that have not been claimed by the Shareholders or their beneficiaries at the close of liquidation of a Class or Sub-Fund shall be deposited with the Caisse de Consignation in Luxembourg.

All redeemed Shares may be cancelled.

A termination contemplated above may be combined with a contribution to one (1) or several Sub-Fund(s) or Class(es) within the Company or to one (1) or several other Sub-Fund(s) or Class(es) of another undertaking for collective investment (under the corporate or the contractual type form) in the best interests of the Shareholders.

Where the undertaking for collective investment that will receive the contribution is a mutual fund (fonds commun de placement), the decision to contribute will only be binding on Shareholders who have agreed to make a contribution.

A Sub-Fund may exclusively be contributed to a foreign undertaking for collective investment with the unanimous approval of the Shareholders of the relevant Sub-Fund or under the condition that only the assets of the consenting Shareholders shall be so contributed.

### Chapter VIII. - Final Provisions

**Art. 34. The Depositary.** The Company will enter into a depositary agreement with a financial institution (the “Depositary”) which shall satisfy the requirements of the Law of 13 February 2007.

The Depositary shall fulfil the duties and responsibilities as provided for by the Law of 13 February 2007, the depositary agreement and any other law applicable.

If the Depositary desires to retire, the General Partner shall use its best endeavours to find a successor depositary and will appoint it in replacement of the retiring Depositary. 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. In both the case of voluntary withdraw of the Depositary or of its removal by the General Partner, the Depositary, until it is replaced, shall take all necessary steps for the good preservation of the interests of the investors.

**Art. 35. Amendment of these Articles.** At any general meeting of the Shareholders convened in order to amend the Articles of the Company, including its corporate object, or to resolve on issues for which the Law refers to the conditions required for the amendment of the Articles, the quorum shall be at least one half of the share capital of the Company. Any vote in favour of any amendment of these Articles requires the approval of the holder of the Management Share for such resolution to be validly passed.

If the quorum requirement is not fulfilled, a second meeting may be convened in accordance with the Law. Any such notice shall reproduce the agenda and indicate the date and the result of the preceding meeting. The second meeting may validly deliberate, irrespective of the portion of the share capital represented.

In both meetings, resolutions must be passed by at least two thirds of the votes cast by the general meeting of the Shareholders, provided that no resolution shall be validly passed unless approved by the General Partner.

Unless provided differently therein, any proxy regularly deposited for the first meeting shall remain valid for the second meeting.

**Art. 36. Indemnification.** The Company is required to indemnify, out of the assets of the Company only, the officers, employees and agents of the Company, and any investment advisor(s) and its service providers for any claims, damages and liabilities to which they may become subject because of their status as officers, employees or agents of the Company and any investment advisor(s) and its service providers, or by reason of any actions taken or omitted to be taken by them in connection with the Company, except to the extent caused by their gross negligence, fraud or wilful misconduct or their material breach of the provisions of the Private Placement Memorandum.

**Art. 37. Applicable Law.** Reference is made to the provisions of the Law of 10 August 1915 and the Law of 13 February 2007 for which no specific provision is made in these Articles of Association.

#### *Subscription*

The appearing parties have subscribed to and entirely paid-up respectively 2 Management Shares and 30 Investor Shares as mentioned below:

Subscriber	Investor Shares	Management Shares	Aggregate Subscription Price
The General Partner . . . . .	/	2	EUR 2.000,-
The Limited Shareholder . . . . .	30	/	EUR 30.000,-
Total . . . . .	30	2	EUR 32.000,-

Evidence of the payment of the total subscription price has been shown to the undersigned notary.

#### *Expenses*

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of its formation are estimated at approximately EUR 3000.

#### *General Meeting of Shareholders*

The above named persons, representing the entire subscribed capital and considering themselves as duly convened, have immediately proceeded to an extraordinary general meeting.

Having first verified that it was regularly constituted, they have passed the following resolutions by unanimous vote.

#### *First resolution*

The registered office of the Company is fixed at 18, rue de l'Eau, L-1449 Luxembourg, Grand-Duchy of Luxembourg.

#### *Second resolution*

Ernst & Young S.A., 7, rue Gabriel Lippmann, Parc d'Activite Syrdall, L-5365 Munsbach, is appointed as auditor of the Company for a period ending on the date of the annual general meeting to be held in 2017:

*Special disposition*

The first accounting year shall begin on the date of incorporation and shall terminate on 31 December 2016.

Exceptionally, the first general meeting shall be held on June 14<sup>th</sup>, 2017, no later than 18 months from the incorporation of the fund.

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

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

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

Signé: M. Koeune et M. Schaeffer.

Enregistré à Luxembourg Actes Civils 2, le 28 décembre 2015. 2LAC/2015/30103. Reçu soixante-quinze euros EUR 75,-

*Le Receveur* (signé): André MULLER.

POUR EXPEDITION CONFORME, délivrée à la demande de la prédite société, sur papier libre, aux fins de publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 6 janvier 2016.

Référence de publication: 2016005210/487.

(160003775) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 janvier 2016.

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**Olympic Investment Fund, Fonds Commun de Placement.**

Das Verwaltungsreglement betreffend den Olympic Investment Fund welcher von der Universal-Investment-Luxembourg S.A. verwaltet wird, wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Grevenmacher, den 20. Januar 2016.

*Für den Olympic Investment Fund*

Universal-Investment-Luxembourg S.A.

Marc-Oliver Scharwath / Eva-Maria Wimmer

Référence de publication: 2016007922/12.

(160006725) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2016.

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**O. Steffens Lux Bau, Société Anonyme.**

Siège social: L-9990 Weiswampach, 62, Duarfstrooss.

R.C.S. Luxembourg B 166.855.

A dater de ce jour, la société CC AUDIT and CONSULT SA démissionne de sa fonction de Commissaire aux Comptes de la société suivante:

O.STEFFENS LUX BAU S.A. - RCSL n°B 166 855

Strassen, le 30 septembre 2015.

Référence de publication: 2015184107/11.

(150205318) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2015.

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**B.3 S.à.r.l., Société à responsabilité limitée.**

**Capital social: EUR 21.110.430,00.**

Siège social: L-1931 Luxembourg, 45, avenue de la Liberté.

R.C.S. Luxembourg B 196.873.

Madame Brigitte Dumont, Associé et Gérant de catégorie A, a transféré son adresse personnelle au 59/b006 rue Lebeau à B-1000 Bruxelles (Belgique).

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

Pour extrait conforme

Luxembourg.

Référence de publication: 2015184459/0.

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