

# 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° 1710

13 juin 2016

### SOMMAIRE

Acquisitions Cogeco Cable Luxembourg III .....	82042	Finest Italian Food .....	82052
Advanced Silicon Technologies S.à r.l. ....	82043	FMC Consulting S.A. ....	82051
Amax S.à r.l. ....	82043	FO DBH S.A. ....	82052
Barclays Cantal Investments S.à r.l. ....	82043	Galvano International Engenering .....	82053
Barclays Luxembourg USD Holdings S.à r.l. ....	82043	GE Healthcare European Holdings S.à r.l. ...	82053
BlueMountain Monteners Master Fund SCA SICAV-SIF .....	82075	GLL RANRW Kinnaird House .....	82054
BMBG Bond Finance S.C.A. ....	82039	Gran Tierra Luxembourg Holdings S.à r.l. ..	82052
Capelle International S.A. ....	82042	HayFin Jade LuxCo 3 S.à r.l. ....	82054
CMP German Opportunity .....	82034	HayFin Onyx LuxCo 1 S.C.A. ....	82055
Cogeco International III .....	82042	Immo Germany S.à r.l. ....	82047
Concept & Design Electric (Luxembourg) S.à r.l. ....	82039	Kandemir S.à r.l. ....	82055
CT Contract S.à r.l. ....	82037	Kojac S.A. ....	82055
Digital Space Ventures S.C.Sp .....	82034	Krisca S.à r.l. ....	82079
EI Finance Sàrl .....	82051	LFPI U.S Real Estate Fund I .....	82056
Etoile Promotions «AB» S.A. ....	82079	Lombard Intermediation Services S.A. ....	82056
Ets. Hoffmann - Neu Combustibles S.A. ....	82051	RPO King S.C.A. ....	82079
Euro Bioenergy Holdings S.à r.l. ....	82051	Siccar Point Energy Luxembourg S.C.A. ....	82047
Euro Shiprental S.A. ....	82052	Silver Crescent S.à r.l. ....	82046
		Tamarindo Investments S.A. ....	82080
		Triton III LuxCo B 16 S.à r.l. ....	82080

**Digital Space Ventures S.C.Sp, Société en Commandite spéciale.**

Siège social: L-2557 Luxembourg, 7, rue Robert Stümper.  
R.C.S. Luxembourg B 204.992.

—  
**STATUTS***Extrait*

Il résulte d'un contrat sous seing privé en date du 25 Mars 2016 que la société en commandite spéciale Digital Space Ventures S.C.Sp. (la «Société») a été constituée le 25 mars pour une durée illimitée.

L'associé commandité et gérant de la Société est Digital Space Advisor S.à r.l., une société à responsabilité limitée, immatriculée au Registre de Commerce et des Sociétés de et à Luxembourg sous le numéro B 204.944 et ayant son siège social au 7, rue Robert Stümper L-2557 Luxembourg, nommée à la date du 25 mars 2016.

La société est engagée par la signature de l'associé commandité et gérant ou par la seule ou conjointe signature(s) de toute(s) personne(s) à qui l'associé commandité et gérant aurait expressément délégué des pouvoirs spéciaux.

La société a son siège social au 7, rue Robert Stümper L-2557 Luxembourg.

L'objet de la Société est le suivant:

«La Société peut investir dans toute transaction ayant un lien direct ou indirect avec la prise de participations dans toute entreprise de technologie financière, sous quelque forme que ce soit, située dans l'Union Européenne et /ou dans tout autre pays, ainsi que dans l'administration, la gestion, le contrôle et le développement de tels intérêts participatifs dans le Grand-Duché de Luxembourg et à l'étranger.

La Société peut notamment utiliser ses fonds pour la mise en place, la gestion, le développement et la disposition d'un portefeuille composé de tous titres et droits de propriété intellectuelle de n'importe quelle sorte ou origine, la participation à la création, au développement et au contrôle de toute entreprise de technologies financières situées dans l'Union Européenne et/ou dans tout autre pays, l'acquisition par voie d'apport, de souscription, de prise ferme ou d'option d'achat et de quelque autre manière que ce soit, de toute sorte de titres et de droits de propriété intellectuelle, de les réaliser par voie de vente, transfert, échange ou autre, le développement de ses titres et de ses droits de propriété intellectuelle. La Société peut prêter assistance (par l'octroi de prêt, avances, garanties, gages ou autrement) à des sociétés ou autres entreprises dans lesquelles la Société a un intérêt ou font partie du groupe de sociétés auquel la Société appartient (incluant les Associés ou entités affiliées) ou toutes autres sociétés.

La Société peut emprunter sous quelque forme que ce soit, par voie de placements privés ou d'offres publiques. Elle peut émettre des titres obligataires, obligations et des certificats de créance et toute sorte de dette, convertible ou non.

En général, la Société peut entreprendre des transactions financières, commerciales, industrielles, mobilières ou immobilières, prendre toutes les mesures pour sauvegarder ses droits et faire toute transaction qui soit directement ou indirectement en relation avec son objet ou qui puisse promouvoir son développement.»

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

Luxembourg, le 29 mars 2016.

*Pour la Société*

Référence de publication: 2016085775/39.

(160053606) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mars 2016.

---

**CMP German Opportunity, Société à responsabilité limitée.**

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

Siège social: L-2557 Luxembourg, 7A, rue Robert Stümper.  
R.C.S. Luxembourg B 157.944.

—  
In the year two thousand and sixteen, on the twenty-second day of March.

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

**THERE APPEARED:**

Mr. Kai Brandes, born on 5 November 1967 in Duisburg (Germany), residing at Schopenhauer Str. 33, D-14129 Berlin, here represented by Ms. Julia Szafranska, lawyer, professionally residing in Luxembourg, by virtue of a proxy, given in Berlin, on 15 March 2016, and

Mr. Ludger Vonnahme, born on 3 April 1955 in Waltrop (Germany), residing at Am Querkamp, 32, D-28355 Bremen, here represented by Ms. Julia Szafranska, lawyer, professionally residing in Luxembourg, by virtue of a proxy, given in Berlin, on 16 March 2016.

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

Such appearing parties are the shareholders (the “Shareholders”), representing the entire share capital of CMP German Opportunity (hereinafter the “Company”), a private limited liability company (société à responsabilité limitée), incorporated and governed by the laws of the Grand Duchy of Luxembourg, having its registered office at 7A, rue Robert Stümper, L - 2557 Luxembourg, Grand Duchy of Luxembourg, having a share capital of twelve thousand five hundred euro (EUR 12,500), registered with the Luxembourg Company and Trade Register under number B 157.944, incorporated pursuant to a deed of Maître Martine Schaeffer, notary residing in Luxembourg, Grand Duchy of Luxembourg, on 22 December 2010, published in the Mémorial C, Recueil des Sociétés et Associations n° 494 on 16 March 2011. The articles of association have not been amended since.

The appearing parties representing the entire share capital declare having waived any notice requirement, the general meeting of shareholders is regularly constituted and may validly deliberate on all the items of the following agenda:

#### *Agenda*

1. Amendment of article 3.1, para. 1 of the articles of association that shall now be read as follows:

##### **“ Art. 3. Object.**

3.1. The Company is registered with the Commission de Surveillance du Secteur Financier (CSSF) as a sub-threshold alternative investment manager pursuant to article 3 (2) lit. b and article 3 (3) lit. a of the law of 12 July 2013 on alternative investment fund managers (the “AIFM Law”). The Company shall in particular be appointed as and act as the managing general partner of one or several regulated or unregulated alternative investment fund(s) (AIF(s)) governed by the AIFM Law. For the accomplishment of its corporate object, the Company may also manage its participations it acquires, in Luxembourg or abroad, as long as such participations are in connection with the AIF(s) it manages.”

2. Miscellaneous.

Having duly considered each item on the agenda, the Shareholders take, and require the undersigned notary to enact, the following resolutions:

#### *Sole Resolution*

The Shareholders decide to amend article 3.1, para. 1 of the articles of association of the Company which shall henceforth read as follows:

##### **“ Art. 3. Object.**

3.1. The Company is registered with the Commission de Surveillance du Secteur Financier (CSSF) as a sub-threshold alternative investment manager pursuant to article 3 (2) lit. b and article 3 (3) lit. a of the law of 12 July 2013 on alternative investment fund managers (the “AIFM Law”). The Company shall in particular be appointed as and act as the managing general partner of one or several regulated or unregulated alternative investment fund(s) (AIF(s)) governed by the AIFM Law. For the accomplishment of its corporate object, the Company may also manage its participations it acquires, in Luxembourg or abroad, as long as such participations are in connection with the AIF(s) it manages.”

#### *Costs and Expenses*

The costs, expenses, fees and charges of any kind which shall be borne by the Company as a result of this deed are estimated at one thousand one hundred euro (EUR 1,100.-).

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

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

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

#### **Suit la traduction en français du texte qui précède**

L’an deux mille seize, le vingt-deuxième jour du mois de mars.

Par devant Maître Edouard Delosch, notaire, de résidence à Luxembourg,

Ont comparu:

Mr. Kai Brandes, né le 5 novembre 1967 à Duisburg (Allemagne), résidant à Schopenhauer Str. 33, D-14129 Berlin, dûment représenté par Mme Julia Szafranska, juriste, ayant son adresse professionnelle à Luxembourg, en vertu d’une procuration donnée à Berlin le 15 mars 2016, et

Mr. Ludger Vonnahme, né le 3 avril 1955 à Waltrop (Allemagne), résidant à Am Querkamp, 32, D-28355 Bremen, dûment représenté par Mme Julia Szafranska, juriste, ayant son adresse professionnelle à Luxembourg, en vertu d’une procuration donnée à Berlin le 16 mars 2016,

Les procurations, signées ne varietur par le mandataire et le notaire soussigné, resteront annexées au présent acte pour être soumises avec lui aux formalités de l’enregistrement.

Lesquelles parties comparantes sont les associés (les “Associés”), représentant l'intégralité du capital social de CMP German Opportunity (ci-après la “Société”), une société à responsabilité limitée, constituée et existant sous les lois du Grand-Duché de Luxembourg, ayant son siège social au 7A, rue Robert Stümper, L - 2557 Luxembourg, Grand-Duché de Luxembourg, ayant un capital social de douze mille cinq cents euros (EUR 12,500), immatriculée auprès du Registre de Commerce et des Sociétés du Luxembourg sous le numéro B 157.944, constituée suivant acte reçu par Maître Martine Schaeffer, notaire résidant à Luxembourg, Grand-Duché de Luxembourg, en date du 22 décembre 2010, publié au Mémorial C, Recueil des Sociétés et Associations n° 494 le 16 mars 2011. Les statuts n'ont pas été modifiés depuis.

Les parties comparantes représentant l'intégralité du capital social déclarent avoir renoncé à toute formalité de convocation, l'assemblée générale des associés est ainsi constituée et peut valablement délibérer sur tous les points figurant à l'ordre du jour suivant:

#### *Agenda*

1. Modification de l'article 3.1, para. 1 des statuts afin de leur donner la teneur suivante:

##### **“ Art. 3. Objet.**

3.1. La Société est enregistrée auprès de la Commission de Surveillance du Secteur Financier (CSSF) comme gestionnaire de fonds d'investissements alternatifs, sous les seuils, en vertu de l'article 3 (2) lit. (b) et l'article 3 (3) de la loi du 12 juillet 2013 relative aux gestionnaires de fonds d'investissements alternatifs (la “Loi GFIA”). La Société devra notamment être nommée et agir en tant que gestionnaire d'un ou plusieurs fond(s) d'investissements alternatifs réglementé(s) ou non-réglémenté(s) (FIA(s)) régis par la Loi GFIA. Afin de réaliser son objet social, la Société peut également gérer les participations acquises, au Luxembourg ou à l'étranger, tant que ces participations sont en relation avec les FIA(s) qu'elle gère.”

2. Divers.

Après avoir dûment examiné chaque point figurant à l'ordre du jour, les Associés adoptent, et requièrent le notaire instrumentant d'acter les résolutions suivantes:

#### *Résolution unique*

Les Associés décident de modifier l'article 3.1, para. 1 des statuts de la Société afin de leur donner la teneur suivante:

##### **“ Art. 3. Objet.**

3.1. La Société est enregistrée auprès de la Commission de Surveillance du Secteur Financier (CSSF) comme gestionnaire de fonds d'investissements alternatifs, sous les seuils, en vertu de l'article 3 (2) lit. (b) et l'article 3 (3) de la loi du 12 juillet 2013 relative aux gestionnaires de fonds d'investissements alternatifs (la “Loi GFIA”). La Société devra notamment être nommée et agir en tant que gestionnaire d'un ou plusieurs fond(s) d'investissements alternatifs réglementé(s) ou non-réglémenté(s) (FIA(s)) régis par la Loi GFIA. Afin de réaliser son objet social, la Société peut également gérer les participations acquises, au Luxembourg ou à l'étranger, tant que ces participations sont en relation avec les FIA(s) qu'elle gère.”

#### *Frais et Dépenses*

Les frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, incombant à la Société et mis à sa charge en raison des présentes, sont estimés à mille cent euros (EUR 1.100,-).

Fait et passé à Luxembourg, à la date figurant en tête du présent acte.

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

Et après lecture faite et interprétation donnée au mandataire des parties comparantes, connu du notaire instrumentant par nom, prénom usuel, état et demeure, celui-ci a signé avec le notaire le présent acte.

Signé: J. SZAFRANSKA, DELOSCH.

Enregistré à Luxembourg Actes Civils 1, le 23 mars 2016. Relation: 1LAC/2016/9637. Reçu soixante-quinze (75.-) euros.

*Le Receveur ff.* (signé): C. FRISING.

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

Luxembourg, le 30 mars 2016.

Référence de publication: 2016085752/120.

(160053807) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mars 2016.

---

**CT Contract S.à r.l., Société à responsabilité limitée.**

Siège social: L-9530 Wiltz, 24, Grand-Rue.

R.C.S. Luxembourg B 205.000.

—  
**STATUTS**

L'an deux mil seize, le onze mars

Par devant Maître Joëlle SCHWACHTGEN, notaire de résidence à Diekirch.

A comparu:

- Monsieur Christian THEATE, agent commercial, né le 23 novembre 1957 à Tohogne (B), demeurant à B-6940 Barvaux, 88, Rue des Alisiers.

Lequel comparant, présent ou tel que représenté, a requis le notaire instrumentant de dresser un acte d'une société à responsabilité limitée, qu'il déclare constituer et dont il a arrêté les statuts comme suit:

**Dénomination - Siège - Durée - Objet - Capital**

**Art. 1<sup>er</sup>.** Il est formé entre les souscripteurs et tous ceux qui deviendront propriétaires des parts sociales ci-après créées une société à responsabilité limitée sous la dénomination de «CT CONTRACT SARL», sous l'enseigne commerciale de «Christian Theate Gérance».

**Art. 2.** Le siège social de la société est établi dans la commune de Wiltz.

L'adresse du siège social peut être déplacée à l'intérieur de la commune par simple décision du ou des gérants.

Il pourra être transféré dans toute autre localité du pays par décision de l'assemblée générale délibérant comme en matière de modification des statuts.

**Art. 3.** La durée de la société est illimitée.

**Art. 4.** La société a pour objet les activités d'intermédiaire commercial en mobilier sur mesure, luminaires et décoration intérieure.

La société pourra de façon générale accomplir toutes opérations commerciales, industrielles, financières, mobilières ou immobilières se rapportant directement ou indirectement à son objet social ou qui seraient de nature à en faciliter directement ou indirectement sa réalisation.

**Art. 5.** Le capital social est fixé à douze mille cinq cents euros (12.500,00.-EUR) divisé en cent (100) parts sociales de cent vingt-cinq euros (125,00.-EUR) chacune.

Chaque part sociale donne droit à une fraction proportionnelle au nombre de parts existantes de l'actif social ainsi que des bénéfices.

**Art. 6.** Les parts sociales sont insaisissables. Elles ne peuvent être cédées entre vifs à un non associé que de l'accord du ou des associés représentant l'intégralité des parts sociales.

En cas de refus de cession les associés non-cédants s'obligent eux-mêmes à reprendre les parts offertes en cession.

Les valeurs de l'actif net du bilan serviront de base pour la détermination de la valeur des parts à céder.

Une cession de parts n'est opposable à la société ou aux tiers qu'après qu'elle ait été notifiée à la société ou acceptée par elle en conformité avec l'article 190 de la loi modifiée du 10 août 1915 concernant les sociétés commerciales.

**Art. 7.** Le décès, l'incapacité, la faillite ou la déconfiture d'un associé n'entraînera pas la dissolution de la société.

En cas de transmission pour cause de mort à des non-associés, les parts sociales ne peuvent être transmises pour cause de mort à des non-associés que moyennant l'agrément unanime des associés survivants.

En cas de refus d'agrément il est procédé comme prévu à l'article 6.

**Art. 8.** Les créanciers, ayants-droit ou héritiers, alors même qu'il y aurait parmi eux des mineurs ou incapables, ne pourront, pour quelque motif que ce soit, faire apposer des scellés sur les biens et documents de la société, ni s'immiscer de quelque manière dans les actes de son administration; pour faire valoir leurs droits ils devront s'en rapporter aux inventaires de la société et aux décisions des assemblées générales.

**Gérance - Assemblée générale**

**Art. 9.** La société est administrée par un ou plusieurs gérants, associés ou non, nommés et révocables ad nutum à tout moment par l'assemblée générale qui fixe les pouvoirs et les rémunérations.

Le ou les gérants sont nommés par l'assemblée générale. Ils sont nommés pour une durée indéterminée. Leurs pouvoirs sont définis dans l'acte de nomination.

**Art. 10.** Le ou les gérants ne contractent en raison de leurs fonctions aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la société; simples mandataires, ils ne sont responsables que de l'exécution de leur mandat.

**Art. 11.** La société sera valablement engagée par la signature du ou des gérants.

**Art. 12.** Chaque associé peut participer aux décisions collectives quelque soit le nombre de parts qui lui appartient. Chaque associé a un nombre de voix égal au nombre de parts qu'il possède.

Chaque associé peut se faire valablement représenter aux assemblées par un porteur de procuration spéciale.

**Art. 13.** Les décisions collectives ne sont valablement prises que pour autant qu'elles sont adoptées par les associés représentant plus de la moitié du capital social.

Les décisions collectives ayant pour objet une modification des statuts doivent réunir les voix des associés représentant les trois quarts du capital social.

#### **Année sociale - Bilan**

**Art. 14.** L'année sociale commence le premier janvier et finit le trente-et-un décembre de chaque année.

Chaque année, le 31 décembre, les comptes annuels sont arrêtés et la gérance dresse un inventaire comprenant l'indication des valeurs actives et passives de la société ainsi qu'un bilan et un compte de pertes et profits.

**Art. 15.** Les produits de la société, déduction faite des frais généraux et des charges sociales, de tous amortissements de l'actif et de toutes provisions pour risques commerciaux et industriels, constituent le bénéfice net.

Sur le bénéfice net constaté, il est prélevé cinq pourcent (5%) pour la constitution d'un fonds de réserve légale jusqu'à ce que celui-ci ait atteint le dixième du capital social.

Le surplus du bénéfice est à la libre disposition des associés.

Les associés pourront décider, à la majorité fixée par les lois afférentes, que le bénéfice, déduction faite de la réserve, pourra être reporté à nouveau ou versé à un fonds de réserve extraordinaire ou distribué aux associés.

#### **Dissolution - Liquidation**

**Art. 16.** En cas de dissolution de la société, la liquidation sera faite par un ou plusieurs liquidateurs, associés ou non, désignés par l'assemblée des associés à la majorité fixée par l'article 142 de la loi du 10 août 1915 et de ses lois modificatives ou, à défaut, par ordonnance du Président du tribunal d'arrondissement, statuant sur requête de tout intéressé.

Le ou les liquidateurs auront les pouvoirs les plus étendus pour la réalisation de l'actif et le paiement du passif.

#### **Disposition générale**

**Art. 17.** La loi du 10 août 1915 concernant les sociétés commerciales et ses modifications ultérieures trouveront leur application partout où il n'y a pas été dérogé par les présents statuts.

#### *Avertissement*

Le notaire instrumentaire a rendu attentif le comparant au fait que suite à la présente constitution de société il devra se conformer aux dispositions légales relatives à l'exercice de l'objet social.

#### *Mesure transitoire*

Par dérogation, le premier exercice commence le jour de la constitution pour finir le 31 décembre 2016.

#### *Déclaration du notaire*

Le notaire instrumentant déclare que les conditions prévues à l'article 183 de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée, ont été respectées.

#### *Souscription et libération*

Les parts sociales ont été souscrites comme suit:

- Monsieur Christian THEATE, cent parts sociales . . . . .	100
Total des parts: cent parts . . . . .	100

Toutes les parts ont été intégralement libérées en espèces, de sorte que la somme de douze mille cinq cents euros (12.500,00.-€) se trouve dès à présent à la libre disposition de la société, ainsi qu'il en a été justifié au notaire instrumentant, qui le constate expressément.

#### *Estimation des frais*

Le montant des frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, qui incombent à la société et qui sont mis à sa charge en raison de sa constitution, est évalué sans nul préjudice à la somme de 980 EUR.

#### *Assemblée Générale Extraordinaire*

Et à l'instant l'associé, représentant l'intégralité du capital social, prend les résolutions suivantes:

- 1.- Le siège social de la société est établi à L-9530 Wiltz, 24, Grand-Rue
- 2.- Le nombre des gérants est fixé à un.

3.- Les associés désignent comme gérant pour une durée indéterminée:

Monsieur Christian THEATE, prénommé.

La société sera valablement engagée par sa seule signature.

Dont acte, fait et passé à Wiltz, date qu'en tête.

Et après lecture faite et interprétation donnée aux comparants connus du notaire instrumentant par nom, prénom usuel, état et demeure, ils ont signé avec Nous notaire le présent acte.

Signé: Theate C., Joëlle Schwachtgen.

Enregistré à Diekirch, le 17 mars 2016. Relation: DAC/2016/4253. Reçu soixante-quinze euros 75,00 €

*Le Receveur* (signé): Tholl.

POUR EXPEDITION CONFORME, délivrée à la société pour servir à des fins administratives.

Wiltz, le 30 mars 2016.

Référence de publication: 2016085767/115.

(160053941) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mars 2016.

---

**BMBG Bond Finance S.C.A., Société en Commandite par Actions.**

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

R.C.S. Luxembourg B 185.849.

Les statuts coordonnés ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 30 mars 2016.

Référence de publication: 2016085713/10.

(160053820) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mars 2016.

---

**Concept & Design Electric (Luxembourg) S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-9640 Boulaide, 16, rue de la Chapelle.

R.C.S. Luxembourg B 204.988.

—  
STATUTS

L'an deux mille seize, le seize mars.

Pardevant Maître Mireille HAMES, notaire de résidence à Rambrouch

ONT COMPARU:

1.- Monsieur Gilles AUBRY, administrateur, né à Libramont (Belgique) le 31 octobre 1986, demeurant à L-9640 Boulaide 16, rue de la Chapelle,

agissant en son nom personnel

2.- Monsieur Christophe SPOIDEN, administrateur, né à Libramont (Belgique) le 10 novembre 1983, demeurant à B-6686 Bertogne Flamierge 965 B,

agissant en son nom personnel.

Lesquels comparants ont requis le notaire instrumentaire de documenter ainsi qu'il suit les statuts d'une société à responsabilité limitée qu'ils vont constituer entre eux.

**Art. 1<sup>er</sup>.** Entre les parties ci-avant désignées et toutes celles qui deviendraient dans la suite propriétaires des parts sociales ci-après créées, il est formé une société à responsabilité limitée de droit luxembourgeois, régie par les présents statuts et par la législation luxembourgeoise afférente sous la dénomination de «Concept & Design Electric (Luxembourg) S.à.r.l.», en abrégé CDEL.

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

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

**Art. 3.** La société a pour objet de réaliser, tant au Luxembourg qu'à l'étranger, tant pour son propre compte que pour le compte de tiers ou en participation avec des tiers des:

- Installations électriques de basse et moyenne tension;
- Installations électriques faible courant;
- Constructions de tableaux électriques;

- Installations de systèmes d'alarme et de sécurité;
- Installations d'équipements électroniques;
- Installation de systèmes de chauffage, chauffage et frigorifique.

La société a pour objet l'achat et la vente en gros et en détail d'articles électriques, électroniques et industriels, d'outillages et de mobilier, la construction de tableaux électriques, l'étude, l'installation ou l'aménagement et l'entretien des installations électriques moyenne tension, basse tension, courant-faible, HVAC et sanitaire, le câblage informatique, les installations d'antenne, le montage de cuisines équipées, la location d'outillages et de machines, ainsi que la vente d'articles ménagers et de quincaillerie.

Elle peut accomplir toutes opérations généralement quelconques commerciales, industrielles, financières, mobilières ou immobilières se rapportant directement ou indirectement à sont objet ou qui sont de nature à le favoriser ou le développer.

La société peut s'intéresser par toutes voies dans toutes les affaires, entreprises ou sociétés ayant un objet identique, analogue, similaire ou connexe au sien ou qui sont de nature à favoriser le développement de son entreprise, à lui procurer les matières premières ou à faciliter l'écoulement de ses produits.

De façon générale, la Société pourra réaliser toutes opérations mobilières et immobilières, commerciales, industrielles ou financières, se rattachant directement ou indirectement à son objet social ou qui sont de nature à en faciliter l'extension ou le développement.

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

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

**Art. 6.** Les parts sociales ne sont cessibles entre vifs à des tiers non associés qu'avec le consentement préalable des associés représentant au moins les trois quarts du capital social. Les parts sociales sont librement cessibles entre associés.

Les parts sociales ne peuvent être transmises pour cause de mort à des non-associés que moyennant l'agrément préalable des propriétaires de parts sociales représentant au moins les trois-quarts des droits appartenant aux survivants.

En cas de cession, la valeur d'une part est évaluée sur base des trois derniers bilans de la société.

**Art. 7.** La cession de parts sociales doit être constatée par un acte notarié ou sous seing privé. Elle n'est opposable à la société et aux tiers qu'après avoir été notifiée à la société ou acceptée par elle conformément à l'article 1690 du Code Civil.

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

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

**Art. 9.** Chaque part est indivisible à l'égard de la société.

Les propriétaires indivis sont tenus de se faire représenter auprès de la société par un seul d'entre eux ou un mandataire commun choisi parmi les associés.

Les droits et obligations attachés à chaque part la suivent dans quelques mains qu'elle passe. La propriété d'une part emporte de plein droit adhésion aux présents statuts. Les héritiers et créanciers d'un associé ne peuvent sous quelque prétexte que ce soit, requérir l'apposition de scellés sur les biens et documents de la société ni s'immiscer en aucune manière dans les actes de son administration; ils doivent, pour l'exercice de leurs droits, s'en rapporter aux inventaires sociaux et aux décisions des assemblées générales.

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

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

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

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

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

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

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

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



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

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

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

**Art. 15.** L'exercice social commence le 1<sup>er</sup> janvier et finit le 31 décembre de chaque année.

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

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

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

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

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

**Art. 19.** Toutes les matières qui ne sont pas régies par les présents statuts seront réglées par les dispositions légales en la matière.

#### *Souscription et libération*

Les parts sociales ont été souscrites comme suit:

1) Monsieur Gilles AUBRY, préqualifié, cinquante parts sociales . . . . .	50
2) Monsieur Christophe SPOIDEN, préqualifié, cinquante parts sociales . . . . .	50
Total: cent parts sociales . . . . .	100

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

#### *Disposition transitoire*

Exceptionnellement le premier exercice prend cours le jour de la constitution pour finir le 31 décembre 2016.

#### *Frais*

Le montant des frais, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à charge à raison de sa constitution, est évalué sans nul préjudice à MILLE CENT EURO (€ 1.100.-).

#### *Assemblée générale extraordinaire*

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

1) Monsieur Gilles AUBRY, préqualifié, est nommé gérant technique de la société pour une durée indéterminée.

Monsieur Christophe SPOIDEN, préqualifié, est nommé gérant administratif de la société pour une durée indéterminée.

2) La société est valablement engagée en toutes circonstances par la signature individuelle d'un gérant.

3) Le siège social est fixé à L-9640 Boulaide 16, rue de la Chapelle.

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

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

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

Signé: Gilles AUBRY, Christophe SPOIDEN, Mireille HAMES.

Enregistré à Diekirch Actes Civils, le 17 mars 2016. DAC/2016/4250. Reçu soixante-quinze euros 75.- €.

*Le Receveur* (signé): Jeannot THOLL.

POUR EXPEDITION CONFORME, délivrée aux fins de dépôt au Registre de Commerce.

Rambrouch, le 29 mars 2016.

Référence de publication: 2016085731/142.

(160053400) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mars 2016.

---

**Cogeco International III, Société à responsabilité limitée,  
(anc. Acquisitions Cogeco Cable Luxembourg III).**

**Capital social: USD 100.000,00.**

Siège social: L-5365 Munsbach, 6C, rue Gabriel Lippmann.

R.C.S. Luxembourg B 176.392.

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Junglinster, le 31 mars 2016.

Pour copie conforme

Référence de publication: 2016086440/11.

(160054744) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 mars 2016.

---

**Capelle International S.A., Société Anonyme.**

Siège social: L-3378 Livange, 251, route de Luxembourg.

R.C.S. Luxembourg B 102.421.

*Extrait de résolutions de l'Assemblée Générale Ordinaire tenue au siège à Livange, le 11 mars 2016*

*Première résolution:*

L'Assemblée a pris acte de la démission de Monsieur Jean-Marc Schildknecht, de son poste d'administrateur délégué, et décide de nommer en son remplacement:

Monsieur Sylvain POUSSARDIN, demeurant professionnellement 251 route de Luxembourg L-3378 Livange, jusqu'à l'assemblée qui se tiendra en 2021.

Pouvoir de signature: La signature de l'administrateur délégué reste obligatoire pour tout acte ou document de la société nécessitant la signature du titulaire de l'autorisation d'établissement. Il peut engager la société par sa seule signature pour toutes opérations bancaires jusqu'à cinq mille euros (EUR 5.000,00). Au-delà de cette somme, la société sera engagée par la signature conjointe de Monsieur Daniel CAPELLE ou de Monsieur Jean-Daniel CAPELLE.

*Deuxième résolution:*

L'Assemblée décide de renouveler les mandats des administrateurs jusqu'à l'assemblée qui se tiendra en 2021, à savoir:

- Monsieur Daniel Jean-Pierre CAPELLE, Administrateur et Président, demeurant professionnellement 251 Route de Luxembourg L-3378 Livange

- Monsieur Jean-Daniel CAPELLE, Administrateur et Vice Président, demeurant professionnellement 251 Route de Luxembourg L-3378 Livange

- Monsieur Jean-Marc SCHILDKNECHT, Administrateur, demeurant professionnellement 251 Route de Luxembourg L-3378 Livange

L'assemblée décide de nommer au poste d'administrateur:

- Monsieur Sylvain POUSSARDIN, Administrateur, demeurant professionnellement 251 route de Luxembourg L-3378 Livange, jusqu'à l'assemblée qui se tiendra en 2021.

*Troisième résolution:*

L'Assemblée décide de renouveler le mandat du commissaire aux comptes actuels, Monsieur Régis BUTRYN, demeurant professionnellement 36 Beetebuengerstrooss L-3333 Hellange, jusqu'à l'assemblée qui se tiendra en 2021.

Référence de publication: 2016086449/31.

(160054008) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 mars 2016.

---

**Barclays Cantal Investments S.à r.l., Société à responsabilité limitée.**

Siège social: L-2520 Luxembourg, 9, allée Scheffer.  
R.C.S. Luxembourg B 155.607.

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 9 février 2016.

Pour copie conforme

*Pour la société*

Maître Carlo WERSANDT

*Notaire*

Référence de publication: 2016086386/14.

(160054204) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 mars 2016.

---

**Barclays Luxembourg USD Holdings S.à r.l., Société à responsabilité limitée.**

Siège social: L-2520 Luxembourg, 9, allée Scheffer.  
R.C.S. Luxembourg B 131.368.

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 9 février 2016.

Pour copie conforme

*Pour la société*

Maître Carlo WERSANDT

*Notaire*

Référence de publication: 2016086387/14.

(160054206) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 mars 2016.

---

**Advanced Silicon Technologies S.à r.l., Société à responsabilité limitée.**

Siège social: L-2529 Howald, 45, rue des Scillas.  
R.C.S. Luxembourg B 203.700.

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Junglinster, le 31 mars 2016.

Pour copie conforme

Référence de publication: 2016086344/11.

(160054555) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 mars 2016.

---

**Amax S.à r.l., Société à responsabilité limitée.**

Siège social: L-9806 Hosingen, 51A, Haaptstrooss.  
R.C.S. Luxembourg B 205.029.

**STATUTS**

L'an deux mille seize, le vingt-troisième jour du mois de mars.

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

Ont comparu:

1. Monsieur Alain MASSCHELEIN, né le 3 octobre 1949 à Roeselare (Belgique), demeurant à B-7911 Moustier (Hainaut), 12, Rue Drève;

2. Madame Aurélie MASSCHELEIN, née le 25 mai 1982 à Ronse (Belgique), demeurant à L-9806 Hosingen, 51A, Haaptstrooss.

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

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

**Art. 2.** La Société a pour objet, tant au Luxembourg qu'à l'étranger, pour compte propre, pour compte de tiers ou en participation avec des tiers l'achat, la vente, l'importation, l'exportation, le négoce, le courtage, la représentation, la distribution, la commercialisation de grains, d'engrais, de minéraux, de farines, de semences, de matériels et fournitures à l'agriculture, l'élevage ou l'horticulture ainsi que tous produits et services destinés à l'agriculture, l'élevage ou l'horticulture.

La Société a pour objet, tant au Luxembourg qu'à l'étranger, toutes opérations se rapportant directement ou indirectement à la fabrication de produits composés pour l'alimentation des animaux de la ferme y compris les aliments de compléments, à la fabrication de produits azotés et d'engrais.

La Société a pour objet, tant au Luxembourg qu'à l'étranger, toutes opérations se rapportant directement ou indirectement au commerce de gros et de détail des aliments pour bétail, d'aliments pour animaux domestiques, de fourrages, de produits agricoles en tout genre, des engrais chimiques et produits phytopharmaceutiques (non toxique), des produits et matériaux pour la construction et des matériels de jardinage.

En outre, la Société pourra exercer toute autre activité commerciale à moins que celle-ci ne soit spécialement réglementée.

D'une façon générale, elle pourra faire toutes les opérations commerciales, financières, mobilières et immobilières se rattachant directement à son objet social ou qui seraient de nature à en faciliter ou développer la réalisation.

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

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

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

**Art. 4.** La Société prend la dénomination sociale de «AMAX S.à r.l.».

**Art. 5.** Le siège de la Société est établi dans la commune de Parc Hosingen.

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

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

**Art. 6.** Le capital social est fixé à douze mille cinq cents euros (EUR 12.500,-) divisé en cinq cents (500) parts sociales de vingt-cinq euros (EUR 25,-) chacune, toutes les parts sociales étant intégralement souscrites et entièrement libérées.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

De plus, tout membre qui participe aux débats d'une réunion du Conseil de gérance aux moyens d'un appareil de communication (notamment par téléphone), qui permet à tous les membres présent à cette réunion (que ce soit en personne ou par procuration ou tout autre appareil de communication) d'entendre et d'être entendu par les autres membres à tout moment, sera supposé être présent à cette réunion et sera comptabilisé pour le calcul du quorum et sera autorisé à voter sur les questions à l'ordre du jour de cette réunion. Si une résolution est prise par voie de conférence téléphonique, la résolution sera considérée comme ayant été prise au Luxembourg si l'appel provient initialement du Luxembourg.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Disposition transitoire:*

Par dérogation le premier exercice social commence aujourd'hui et finira le 31 décembre 2016.

*Souscription et libération:*

Les statuts de la Société ayant été ainsi arrêtés, les comparants préqualifiés, déclare souscrire les cinq cents (500) parts sociales comme suit:

- Monsieur Alain MASSCHELEIN, pré-qualifié, quatre cents parts sociales . . . . .	400
- Madame Aurélie MASSCHELEIN, pré-qualifiée, cent parts . . . . .	<u>100</u>
TOTAL: cinq cents parts sociales . . . . .	500

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

*Évaluation des frais*

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

*Assemblée générale extraordinaire*

Les comparants, représentant l'intégralité du capital social souscrit, se considérant comme dûment convoqués, se sont constitués en assemblée générale extraordinaire.

Après avoir constaté que la présente assemblée était régulièrement constituée, ils ont pris, à l'unanimité des voix, les résolutions suivantes:

- 1.- Le nombre des gérants est fixé à un (1).
- 2.- Est nommée gérant unique pour une durée indéterminée:  
Madame Aurélie MASSCHELEIN, née le 25 mai 1982 à Ronse (Belgique), demeurant à L-9806 Hosingen, 51A, Hauptstrooss.
- 3.- La Société est valablement engagée en toutes circonstances par la signature individuelle du gérant unique.
- 4.- L'adresse du siège social de la Société est fixée à L-9806 Hosingen, 51A, Hauptstrooss.

*Déclaration*

Le notaire instrumentant a rendu attentif les parties comparantes au fait qu'avant toute activité commerciale de la société, celles-ci doivent être en possession d'une autorisation de commerce en bonne et due forme en relation avec l'objet social tel que modifié ci-dessus, ce qui est expressément reconnu par les parties comparantes.

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

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

Signé: A. MASSCHELEIN, A. MASSCHELEIN, DELOSCH.

Enregistré à Luxembourg Actes Civils 1, le 29 mars 2016. Relation: 1LAC/2016/10257. Reçu soixante-quinze (75.-) euros.

*Le Receveur (signé):* P. MOLLING.

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

Luxembourg, le 31 mars 2016.

Référence de publication: 2016086355/166.

(160054620) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 mars 2016.

**Silver Crescent S.à r.l., Société à responsabilité limitée.**

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

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

R.C.S. Luxembourg B 162.238.

*Extrait des résolutions prises par l'actionnaire unique en date du 29 mars 2016*

- La démission de Madame Anne-Marie GREGIS de son mandat de Gérant de catégorie B, ayant son adresse professionnelle au 412F, route d'Esch, L- 2086 Luxembourg, est acceptée, avec effet au 26 février 2016.

- Madame Patrizia COLLARIN, employée privée, ayant son adresse professionnelle au 412F, route d'Esch, L- 2086 Luxembourg, née le 26 juillet 1972 à Ixelles (Belgique), est nommée Gérant de catégorie B de la société, avec effet au 26 février 2016, pour une durée indéterminée, en remplacement de Madame Anne-Marie GREGIS.

Luxembourg, le 29 mars 2016.

Certifié sincère et conforme

SILVER CRESCENT S.à r.l.

Référence de publication: 2016086216/17.

(160053739) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mars 2016.

---

**Siccar Point Energy Luxembourg S.C.A., Société à responsabilité limitée.**

Siège social: L-2453 Luxembourg, 2-4, rue Eugène Ruppert.

R.C.S. Luxembourg B 189.091.

Les statuts coordonnés ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 30 mars 2016.

Référence de publication: 2016086169/10.

(160053960) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mars 2016.

---

**Immo Germany S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 3.808.515,00.**

Siège social: L-5365 Munsbach, 6C, rue Gabriel Lippmann.

R.C.S. Luxembourg B 198.897.

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

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

Was held

an extraordinary general meeting (the Meeting) of the sole shareholder of Immo Germany S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée) having its registered office at 6C, rue Gabriel Lippmann, L-5365 Munsbach, registered with the Luxembourg Register of Commerce and Companies under number B 198.897 and having a share capital amounting to twelve thousand five hundred euros (EUR 12,500.-) (the Company). The Company has been incorporated pursuant to a deed of the undersigned notary, passed on July 16, 2015, published on September 17, 2015 in the Mémorial C, Recueil des Sociétés et Associations, number 2535, page 121643. The articles of association of the Company (the Articles) have not been amended since its incorporation.

THERE APPEARED:

Immo invest HoldCo 2 S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée) having its registered office at 6C, rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 198.770 and having a share capital amounting to twelve thousand five hundred euros (EUR 12,500.-) (the "Sole Shareholder"),

here represented by Régis Galiotto, notary clerk, with professional address in Luxembourg, Grand Duchy of Luxembourg, by virtue of a power of attorney given under private seal.

Such power of attorney, after having been signed *ne varietur* by the representative of the appearing party and the undersigned notary, will remain annexed to the present deed to be filed with the registration authorities.

The Sole Shareholder, prenamed and represented as described above, has requested the undersigned notary, to record the following:

I. The Sole Shareholder currently owns the twelve thousand five hundred (12,500) shares of the Company having a nominal value of one euro (EUR 1.-) each, representing the entire share capital of the Company.

II. The agenda of the Meeting is worded as follows:

(i) waiver of convening notice;

(ii) increase of the share capital of the Company by an amount of three million seven hundred and ninety-six thousand and fifteen euros (EUR 3,796,015.-) in order to bring it from its present amount of twelve thousand five hundred euros (EUR 12,500.-) represented by twelve thousand five hundred (12,500) shares having a nominal value of one euro (EUR 1.-) each, to an amount of three million eight hundred and eight thousand five hundred and fifteen euros (EUR 3,808,515.-) through the issuance of three million seven hundred and ninety-six thousand and fifteen (3,796,015) new shares having a nominal value of one euro (EUR 1.-) each (the New Shares);

(iii) subscription for and payment in full of the New Shares;

(iv) subsequent amendment to article 5.1. of the Articles;

(v) amendment to the shareholders' register of the Company in order to reflect the above changes with power and authority given to any manager of the Company in Luxembourg, each acting individually, with full power of substitution, to proceed on behalf of the Company with the registration of the New Shares in the shareholders' register of the Company; and

(vi) miscellaneous.

III. The Meeting hereby takes the following resolutions:

#### *First Resolution*

The entirety of the share capital of the Company being represented, the Meeting waives the convening notice requirement, the Sole Shareholder considering itself as duly convened and declaring having perfect knowledge of the agenda which was communicated to it in advance.

#### *Second Resolution*

The Meeting resolves to increase the share capital of the Company by an amount of three million seven hundred and ninety-six thousand and fifteen euros (EUR 3,796,015.-) in order to bring it from its present amount of twelve thousand five hundred euros (EUR 12,500.-) represented by twelve thousand five hundred (12,500) shares having a nominal value of one euro (EUR 1.-) each, to an amount of three million eight hundred and eight thousand five hundred and fifteen euros (EUR 3,808,515.-) through the issuance of three million seven hundred and ninety-six thousand and fifteen (3,796,015) new shares having a nominal value of one euro (EUR 1.-) each (the New Shares).

#### *Subscription - Payment*

The Meeting resolves to accept and record the following subscriptions and payments:

1. The Sole Shareholder, represented as stated here above, declares to subscribe to three million seven hundred and ninety-six thousand and fifteen (3,796,015) New Shares and to fully pay them up by way of a contribution in kind consisting of a receivable having an aggregate value of thirty-seven million nine hundred and sixty thousand one hundred and fifty-four euros seventy-one cents (EUR 37,960,154.71) held by the Sole Shareholder against the Company (the Contributed Asset) which shall be allocated as follows:

- an amount of three million seven hundred and ninety-six thousand and fifteen euros (EUR 3,796,015.-) is to be allocated to the nominal share capital account of the Company; and
- an amount of thirty-four million one hundred and sixty-four thousand one hundred and thirty-nine euros seventy-one cents (EUR 34,164,139.71) is to be allocated to the share premium account of the Company.

It was evidenced by a certificate issued by the Sole Shareholder and acknowledged by the Company (the Certificate), that:

- the Sole Shareholder is the legal and beneficial owner of the Contributed Asset;
- as of the date of the Certificate, the aggregate fair market value of the Contributed Asset was of at least thirty-seven million nine hundred and sixty thousand one hundred and fifty-four euros seventy-one cents (EUR 37,960,154.71); and
- the Contributed Asset will be contributed by the Sole Shareholder to the Company in exchange for the issuance by the Company of three million seven hundred and ninety-six thousand and fifteen (3,796,015) New Shares.

The Certificate, after signature *in varietur* by the proxyholder of the appearing party and the undersigned notary, will remain annexed to the present deed to be filed with the registration authorities.

#### *Third Resolution*

The Meeting resolves to amend article 5.1. of the Articles, which shall henceforth read as follows:

**5.1.** The share capital is set at three million eight hundred and eight thousand five hundred and fifteen euros (EUR 3,808,515.-) divided into three million eight hundred and eight thousand five hundred and fifteen (3,808,515) shares with a nominal value of one euro (EUR 1.-) each (the "Shares"). In these Articles, "Shareholders" means the holders at the relevant time of the Shares and "Shareholder" shall be construed accordingly.

#### *Fourth Resolution*

The Meeting resolves to amend the shareholders' register of the Company in order to reflect the above changes with power and authority given to any manager of the Company in Luxembourg, each acting individually, with full power of substitution, to proceed on behalf of the Company with the registration of the New Shares in the shareholders' register of the Company.

There being no further business, the meeting is closed.

#### *Estimate of costs*

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the Company incurs or for which it is liable by reason of the present deed, is approximately EUR 8,500,-.



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

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

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

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

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

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

S'est tenue

une assemblée générale extraordinaire (l'Assemblée) de l'associé unique d'Immo Germany S.à r.l., une société à responsabilité limitée existante selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 6C, rue Gabriel Lippmann, L-5365 Munsbach, et immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 198.897 et ayant un capital social d'un montant de douze mille cinq cents euros (EUR 12.500,-) (la Société). La Société a été constituée suivant acte du notaire soussigné, passé le 16 juillet 2015, publié au Mémorial C, Recueil des Sociétés et Associations le 17 septembre 2015, numéro 2535, page 121643. Les statuts de la Société (les Statuts) n'ont jamais été modifiés depuis sa constitution.

A COMPARU:

Immo invest HoldCo 2 S.à r.l., une société à responsabilité limitée existante selon les lois du Grand-Duché de Luxembourg ayant son siège social au 6C, rue Gabriel Lippmann, L-5365 Munsbach et immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 198.770 et ayant un capital social d'un montant de douze mille cinq cents euros (EUR 12.500,-) (l'Associé Unique),

ici représentée par Régis Galiotto, clerc de notaire, ayant son adresse professionnelle à Luxembourg, Grand-Duché de Luxembourg, en vertu d'une procuration donnée sous seing privé.

Laquelle procuration, après signature ne varietur par le mandataire de la partie comparante et le notaire instrumentant, restera annexée au présent acte pour les formalités de l'enregistrement.

L'Associé Unique, précité et représenté comme indiqué ci-dessus, a requis le notaire instrumentant d'acter que:

I. L'Associé Unique détient actuellement les douze mille cinq cents (12.500) parts sociales de la Société ayant une valeur nominale d'un euro (EUR 1,-) chacune (les Parts Sociales) représentant l'intégralité du capital social de la Société.

II. L'ordre du jour de l'Assemblée est libellé comme suit:

(i) renonciation aux formalités de convocation;

(ii) augmentation du capital social de la Société d'un montant de trois millions sept cent quatre-vingt-seize mille quinze euros (EUR 3.796.015,-) afin de le porter de son montant actuel de douze mille cinq cents euros (EUR 12.500,-) représenté par douze mille cinq cents (12.500) parts sociales ayant une valeur nominale d'un euro (EUR 1,-) chacune, à un montant de trois millions huit cent huit mille cinq cent quinze euros (EUR 3.808.515,-) par le biais de l'émission de trois millions sept cent quatre-vingt-seize mille quinze (3.796.015) nouvelles parts sociales ayant une valeur nominale d'un euro (EUR 1,-) chacune (les Nouvelles Parts Sociales);

(iii) souscription et libération intégrale des Nouvelles Parts Sociales;

(iv) modification subséquente de l'article 5.1. des Statuts;

(v) modification du registre des associés de la Société afin de refléter les modifications ci-dessus avec pouvoir et autorité donnés à tout gérant de la Société, chacun agissant individuellement, avec pouvoir de substitution, pour procéder pour le compte de la Société à l'inscription des Nouvelles Parts Sociales dans le registre des associés de la Société; et

(vi) divers.

III. L'Assemblée a pris les résolutions suivantes:

#### *Première Résolution*

La totalité du capital social de la Société étant représentée, l'Assemblée renonce aux formalités de convocation, L'Associé Unique se considérant comme ayant été dûment convoqué et déclarant avoir une parfaite connaissance de l'ordre du jour qui lui a été communiqué à l'avance.

#### *Deuxième Résolution*

L'Assemblée décide d'augmenter le capital social de la Société d'un montant de trois millions sept cent quatre-vingt-seize mille quinze euros (EUR 3.796.015,-) afin de le porter de son montant actuel de douze mille cinq cents euros (EUR 12.500,-) représenté par douze mille cinq cents (12.500) parts sociales ayant une valeur nominale d'un euro (EUR 1,-) chacune, à un montant de trois millions huit cent huit mille cinq cent quinze euros (EUR 3.808.515,-) par le biais de l'émission de trois millions sept cent quatre-vingt-seize mille quinze (3.796.015) nouvelles parts sociales ayant une valeur nominale d'un euro (EUR 1,-) chacune (les Nouvelles Parts Sociales).

### *Souscription - Libération*

L'Assemblée décide d'accepter et enregistrer les souscriptions et les libérations suivantes:

1. L'Associé Unique, représenté comme indiqué ci-dessus, déclare souscrire à trois millions sept cent quatre-vingt-seize mille quinze (3.796.015) Nouvelles Parts Sociales et les libérer intégralement au moyen d'un apport en nature consistant en une créance ayant une valeur totale de trente-sept millions neuf cent soixante mille cent cinquante-quatre euros soixante-et-onze cents (EUR 37.960.154,71) détenue par l'Associé Unique envers la Société (l'Apport) qui sera alloué comme suit:

- un montant de trois millions sept cent quatre-vingt-seize mille quinze euros (EUR 3.796.015,-) sera alloué au compte capital social de la Société lié aux parts sociales de la Société; et

- un montant de trente-quatre millions cent soixante-quatre mille cent trente-neuf euros soixante-et-onze cents (EUR 34.164.139,71) sera alloué au compte prime d'émission de la Société lié aux parts sociales de la Société.

Il a été prouvé par un certificat produit par l'Associé Unique et porté à la connaissance de la Société (le Certificat), que:

- l'Associé Unique est le propriétaire légal et bénéficiaire de l'Apport;

- à la date du Certificat, la valeur de marché totale de l'Apport était d'au moins trente-sept millions neuf cent soixante mille six cent cinquante-quatre euros soixante-et-onze cents (EUR 37.960.154,71); et

- l'Apport sera apporté par l'Associé Unique à la Société en échange de l'émission par la Société de trois million sept cent quatre-vingt-seize mille quinze (3.796.015) Nouvelles Parts Sociales.

Le Certificat, après signature ne varietur par le mandataire de la partie comparante et le notaire instrumentant, restera annexé au présent acte pour les formalités de l'enregistrement.

### *Troisième résolution*

L'Assemblée décide de modifier l'article 5.1. des Statuts qui aura désormais la teneur suivante:

**5.1.** Le capital social est fixé à trois millions huit cent huit mille cinq cent quinze euros (EUR 3.808.515,-) représenté par trois millions huit cent huit mille cinq cent quinze (3.808.515) parts sociales ordinaires ayant une valeur nominale d'un euro (EUR 1,-) chacune (les "Parts Sociales"), Dans les présents Statuts, "Associés" désignent les détenteurs des Parts Sociales au moment donné et "Associé" doit être interprété conformément.

### *Quatrième résolution*

L'Assemblée décide de modifier le registre des associés de la Société afin de refléter les modifications ci-dessus avec pouvoir et autorité donnés à tout gérant de la Société, chacun agissant individuellement, avec pouvoir de substitution, afin de procéder pour le compte de la Société à l'inscription des Nouvelles Parts Sociales dans le registre des associés de la Société.

Plus aucun point ne figurant à l'ordre du jour, l'assemblée est close.

### *Estimation des frais*

Les dépenses, frais, honoraires et charges, de quelque nature que ce soit, qui incomberont à la Société en raison du présent acte sont estimés à environ EUR 8.500,-.

Le notaire soussigné, qui comprend et parle la langue anglaise, déclare par le présent acte qu'à la requête des parties comparantes ci-dessus, le présent acte est rédigé en anglais, suivi d'une version française. A la requête de la même partie comparante, en cas de divergences entre la version anglaise et française, la version anglaise fera foi.

Dont acte, rédigé et passé à Luxembourg, à la date indiquée en tête des présentes.

Et après lecture faite au mandataire de la partie comparante, le mandataire de la partie comparante a signé avec le notaire le présent acte original.

Signé: R. GALIOTTO et H. HELLINCKX.

Enregistré à Luxembourg Actes Civils 1, le 6 janvier 2016. Relation: 1LAC/2016/302. Reçu soixante-quinze euros (75.- EUR).

*Le Receveur (signé): P. MOLLING.*

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

Luxembourg, le 29 mars 2016.

Référence de publication: 2016085905/192.

(160053474) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mars 2016.

---

**Euro Bioenergy Holdings S.à r.l., Société à responsabilité limitée.****Capital social: EUR 20.000,00.**

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

R.C.S. Luxembourg B 121.207.

Le siège social de l'associé unique Euro Energy Investment Holdings LLC a changé, et est désormais au 185, Dartmouth Street, 7<sup>th</sup> Floor, MA 02116 Boston, États-Unis.

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

Luxembourg, le 1<sup>er</sup> avril 2016.

Référence de publication: 2016087629/12.

(160055350) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

**EI Finance Sarl, Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 192.390.

En date du 23 mars 2016, l'associé unique a pris acte des décisions suivantes:

- Election de M. Cédric Bradfer, né le 2 août 1978 à Chambéry, France, et résidant professionnellement au 6D, route de Trèves L-2633 Senningerberg, Luxembourg, au poste de gérant de classe B avec effet au 23 mars 2016 et pour une durée indéterminée.

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

Référence de publication: 2016087633/12.

(160056002) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

**Ets. Hoffmann - Neu Combustibles S.A., Société Anonyme.**

Siège social: L-6686 Mertert, 30, route de Wasserbillig.

R.C.S. Luxembourg B 42.186.

Les comptes annuels au 31.12.2015 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

LUDWIG &amp; MALDENER S.A.R.L.

EXPERTS COMPTABLES - FIDUCIAIRE

31, OP DER HECKMILL - L-6783 GREVENMACHER

Signature

Référence de publication: 2016087646/13.

(160056054) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

**FMC Consulting S.A., Société Anonyme.**

Siège social: L-2132 Luxembourg, 36, avenue Marie-Thérèse.

R.C.S. Luxembourg B 104.509.

## EXTRAIT

Il résulte d'une assemblée générale ordinaire du 5 novembre 2015 que:

L'assemblée décide de reconduire les mandats des administrateurs suivants:

- Madame Catherine POIRIER, née le 13 juin 1956 à Orléans et demeurant au 9, Hameaux de Seine, F - 91250 Saintry sur Seine,

- Monsieur Pierre VIOLANTE, né le 16 juin 1950 à Bône-France et demeurant au 31, rue du Hurepoix, F - 91470 Limours,

- Monsieur François MONNET, né le 16 avril 1950 à Nancy et demeurant au 103, rue de Consdorf, L - 6551 Berdorf.

L'assemblée décide de reconduire le mandat de l'administrateur-délégué de:

- Monsieur François MONNET, né le 16 avril 1950 à Nancy et demeurant au 103, rue de Consdorf, L - 6551 Berdorf.

L'assemblée décide de reconduire le mandat du commissaire aux comptes détenu par la société:

- FIDU-CONCEPT SARL, immatriculée auprès du Registre de Commerce et des Sociétés Luxembourg sous le numéro B 38.136, ayant son siège social au 36, avenue Marie-Thérèse, L - 2132 Luxembourg.

Les mandats prendront fin à l'issue de l'assemblée générale qui se tiendra en l'an 2021.

Pour extrait sincère et conforme  
Référence de publication: 2016087671/22.  
(160055576) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

---

**Euro Shiprental S.A., Société Anonyme.**

Siège social: L-5401 Ahn, 7, route du Vin.  
R.C.S. Luxembourg B 87.460.

—  
*Auszug aus dem Protokoll der Sitzung des Verwaltungsrates Abgehalten am 22. Dezember 2015 um 10.00 Uhr*

Der Verwaltungsrat beschließt das Mandat des Depositars FIDUCIAIRE MOSELLAN Sarl., eingetragen im Handelsregister Luxemburg unter der Nummer B120014 mit Sitz in L-5401 Ahn, 7, route du Vin, ab dem 01.01.2016 aufzuheben. Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

*Der Verwaltungsrat*

Référence de publication: 2016087648/12.  
(160055987) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

---

**Finest Italian Food, Société à responsabilité limitée.**

Siège social: L-7526 Mersch, 17a, Allée John W. Leonard.  
R.C.S. Luxembourg B 187.662.

—  
Les statuts coordonnés au 09 mars 2016 ont été déposés au registre de commerce et des sociétés de Luxembourg. Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations. Luxembourg, le 04 avril 2016.  
Référence de publication: 2016087667/10.  
(160055797) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

---

**FO DBH S.A., Société Anonyme.**

Siège social: L-2444 Luxembourg, 10, rue des Romains.  
R.C.S. Luxembourg B 81.822.

—  
EXTRAIT

Il résulte des résolutions prises lors de la réunion de l'Assemblée générale ordinaire du 7 mars 2016 que:  
- Monsieur Patrick FORET, demeurant Boulevard de la République, 25 à F-59100 ROUBAIX a été réélu aux fonctions de commissaire aux comptes de la société pour une durée de un an.  
Son mandat prendra fin à l'issue de l'assemblée générale ordinaire statuant sur les comptes de l'année 2015.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 1<sup>er</sup> avril 2016.

*Pour la société*

Signature

*Un mandataire*

Référence de publication: 2016087673/17.  
(160055365) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

---

**Gran Tierra Luxembourg Holdings S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 62.197,00.**

Siège social: L-1855 Luxembourg, 46A, avenue J.F. Kennedy.  
R.C.S. Luxembourg B 176.816.

—  
Il résulte des résolutions de l'associé unique en date du 29 mars 2016 de la société Gran Tierra Luxembourg Holdings S.à r.l., les décisions suivantes:  
- Acceptation de la démission de Monsieur Duncan NIGHTINGALE, comme gérant de catégorie A de la société, à compter du 19 février 2016.  
- Acceptation de la démission de Monsieur Fabrice MAS, comme gérant de catégorie B de la société, à compter du 29 mars 2016.

- Acceptation de la démission de Monsieur Jacob MUDDE, comme gérant de catégorie B de la société, à compter du 29 mars 2016.

- Nomination de Monsieur Luca BERTI, né le 25 octobre 1985 à Gênes, Italie, et ayant pour adresse professionnelle au 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, Grand-Duché de Luxembourg, comme gérant de catégorie B de la société, à compter du 29 mars 2016 et pour une durée indéterminée.

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

Gran Tierra Luxembourg Holdings S.à r.l.

Monsieur Luca Berti

*Gérant de catégorie B*

Référence de publication: 2016087687/23.

(160055490) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

---

**Galvano International Engeneering, Société Anonyme.**

Siège social: L-2526 Luxembourg, 12, rue M.L. Schrobilgen.

R.C.S. Luxembourg B 127.172.

—  
EXTRAIT

Il résulte des résolutions adoptées par l'administrateur unique de la Société en date du 26 février 2016 que l'expert-comptable Alphonse KARST, ayant ses bureaux au L-2314 Luxembourg, 2a, place de Paris a été nommé en qualité de dépositaire professionnel des actions et parts au porteur avec effet immédiat et pour une durée indéterminée.

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

Fait à Luxembourg, le 26 février 2016.

Référence de publication: 2016087692/13.

(160055992) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

---

**GE Healthcare European Holdings S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 1.736.500,00.**

Siège social: L-1313 Luxembourg, 5, rue des Capucins.

R.C.S. Luxembourg B 58.866.

—  
Suite aux résolutions prises par l'actionnaire unique de GE Healthcare European Holdings S.à r.l. (la «Société») il a été décidé:

- d'accepter la démission de Madame Egle SABALYTE, membre du conseil de gérance de la Société de classe «B», et ce avec effet le 14 mars 2016.

- d'accepter la démission de Monsieur Stephen M. PARKS, membre du conseil de gérance de la Société de classe «A», et ce avec effet le 1 avril 2016.

- de nommer Monsieur John Evans HARRELL, ayant son adresse professionnellement au 3135 Easton Turnpike, Fairfield, Connecticut, CT 06828, Etats-Unis, membre du conseil de gérance de la Société de classe «A», et ce avec effet le 1 avril 2016, jusqu'à l'assemblée générale qui se tiendra en l'année 2016.

Par conséquent, le conseil de gérance de la Société, à partir du 1 avril 2016, se compose comme suit:

- Monsieur Teunis Christiaan AKKERMAN, membre du conseil de gérance de classe «A»;

- Monsieur Arjan Cornelis VAN DER LINDE, membre du conseil de gérance de classe «A»;

- Madame Roisin Alice O'HAGAN, membre du conseil de gérance de classe «A»;

- Monsieur John Evans HARRELL, membre du conseil de gérance de classe «A»;

- Monsieur Philippe REIBEL, membre du conseil de gérance de classe «B»;

- Madame Michelle Ryann RIEGER, membre du conseil de gérance de classe «B».

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

*Pour GE Healthcare European Holdings S.à r.l.*

S. Th. Kortekaas

*Mandataire*

Référence de publication: 2016087696/28.

(160055921) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

---

**GLL RANRW Kinnaird House, Société à responsabilité limitée.**

**Capital social: GBP 11.500,00.**

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

R.C.S. Luxembourg B 170.634.

—  
*Extrait des décisions prises par l'associé unique en date du 29 mars 2016*

1. Veuillez noter que suite au contrat de cession de parts sociales du 29 mars 2016, l'associé unique de la société est dorénavant la société One Pall Mall S.à r.l., une société à responsabilité limitée, inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B204.900, ayant son siège social à L-2453 Luxembourg, 6, rue Eugène Ruppert.

2. GLL Services Luxembourg S.à r.l. a démissionné de son mandat de gérant avec effet au 29 mars 2016

M. Jörg Fuchs a démissionné de son mandat de gérant avec effet au 29 mars 2016.

M Alexander Kratzel a démissionné de son mandat de gérant avec effet au 29 mars 2016.

3. M. Hani Othman S Baothman, administrateur de sociétés, né le 14 septembre 1969 à Jeddah (Emirats Arabes Unis), demeurant à Villa Number 29, Amro Al Jahez Street, Al Rawdah District, Sector N25W10, Jeddah, Emirats Arabes Unis, a été nommé en tant que gérant de la société avec effet au 29 mars 2016 pour une durée indéterminée.

M. Muhammad Currim Oozeer, administrateur de sociétés, né le 26 juillet 1971 à Mauritius (République de Maurice), demeurant à Villa #B02, Ghurfah Al Harth Street, Al Olaya District, N25W10, Jeddah, Emirats Arabes Unis, a été nommé en tant que gérant de la société avec effet au 29 mars 2016 pour une durée indéterminée.

M. Vincent Cointepas, administrateur de sociétés, né le 16 juillet 1985 à Blois (France), demeurant professionnellement à L-2453 Luxembourg, 6, rue Eugène Ruppert, a été nommé en tant que gérant de la société avec effet au 29 mars 2016 pour une durée indéterminée.

M. Jean-Marc Me Lean, administrateur de sociétés, né le 13 mars 1976 à Port d'Espagne (Trinité et Tobago) demeurant professionnellement à L-2453 Luxembourg, 6, rue Eugène Ruppert, a été nommé en tant que gérant de la société avec effet au 29 mars 2016 pour une durée indéterminée.

Mme Léonie Toulemonde, administratrice de sociétés, née le 13 juillet 1986 à Roubaix (France) demeurant professionnellement à L-2453 Luxembourg, 6, rue Eugène Ruppert, a été nommée en tant que gérante de la société avec effet au 29 mars 2016 pour une durée indéterminée.

Luxembourg, le 1<sup>er</sup> avril 2016.

Pour extrait sincère et conforme

Pour GLL RANRW Kinnaird House S.à r.l.

Un mandataire

Référence de publication: 2016087708/34.

(160056065) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

---

**HayFin Jade LuxCo 3 S.à r.l., Société à responsabilité limitée.**

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

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

R.C.S. Luxembourg B 178.571.

—  
*Extrait des résolutions écrites prises par l'associé unique de la Société le 30 mars 2016*

L'associé unique de la Société a accepté la démission de M. Graeme Jenkins et Mme Nahima Bared de leur fonction de gérants de classe B de la Société à compter du 1<sup>er</sup> avril 2016.

L'associé unique de la Société a également décidé de nommer les personnes suivantes en qualité de gérants de catégorie B de la Société à compter du 1<sup>er</sup> avril 2016 et pour une durée indéterminée:

- M. Emmanuel Mougeolle, résidant professionnellement au 5 rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché de Luxembourg, et

- Mme Choui Min Kon Kam King, résidant professionnellement au 5 rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché de Luxembourg.

En conséquence, le conseil de gérance de la Société est composé comme suit à compter du 1<sup>er</sup> avril 2016:

- Carmen Ionescu, gérant de catégorie A;

- John Molloy, gérant de catégorie A;

- Tej Gujadhur, gérant de catégorie A;

- Emmanuel Mougeolle, gérant de catégorie B; et

- Choui Min Kon Kam King, gérant de catégorie B.

*Extrait des résolutions circulaires prises par le conseil de gérance de la Société le 1<sup>er</sup> avril 2016*

Le conseil de gérance de la Société a décidé, avec effet immédiat, de transférer le siège social de la Société de son adresse actuelle au 5 rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché de Luxembourg.

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

HayFin Jade LuxCo 3 S.à r.l.

*Un mandataire*

Référence de publication: 2016087732/29.

(160055627) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

---

**HayFin Onyx LuxCo 1 S.C.A., Société en Commandite par Actions.**

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

R.C.S. Luxembourg B 172.951.

---

*Extrait des résolutions circulaires prises par le conseil de gérance de l'actionnaire commandité de la Société le 1<sup>er</sup> avril 2016*

Le conseil de gérance de l'actionnaire commandité de la Société a décidé, avec effet immédiat, de transférer le siège social de la Société de son adresse actuelle au 5 rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché de Luxembourg.

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

HayFin Onyx LuxCo 1 S.C.A.

*Un mandataire*

Référence de publication: 2016087733/14.

(160055791) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

---

**Kandemir S.à r.l., Société à responsabilité limitée.**

Siège social: L-1931 Luxembourg, 57, avenue de la Liberté.

R.C.S. Luxembourg B 200.184.

---

*Extrait du procès-verbal de la réunion du 30 mars 2016 du conseil de gérance*

Le gérant a décidé de transférer, avec effet au 1<sup>er</sup> avril 2016, le siège social de la société du 25C, boulevard Royal L-2449 Luxembourg au 57, avenue de la Liberté L-1931 Luxembourg

Le 30 Mars 2016.

Pour extrait conforme

*Pour le Conseil de Gérance*

Ali KANDEMIR

*Gérant unique*

Référence de publication: 2016087806/15.

(160055431) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

---

**Kojac S.A., Société Anonyme.**

Siège social: L-1945 Luxembourg, 3, rue de la Loge.

R.C.S. Luxembourg B 19.379.

---

EXTRAIT

Il résulte du procès-verbal de l'assemblée générale extraordinaire des actionnaires de la société anonyme KOJAC SA. en date du 14 mars 2016:

- L'assemblée révoque avec effet immédiat Monsieur KARABULUT Osman comme administrateur,
- L'assemblée révoque avec effet immédiat Monsieur KARABULUT Hamdi comme administrateur et administrateur-délégué.
- L'assemblée révoque avec effet immédiat Monsieur Willy E. Geullaume comme commissaire.
- L'assemblée nomme Monsieur KARPUZ Kadir, né le 20 septembre 1970 à Emirdag en Turquie et domicilié à 8, Huzur mah Durusoyiis Sokak à Eskisehir en Turquie comme administrateur jusqu'à l'assemblée générale qui se tiendra en 2021.
- L'assemblée nomme Madame BLOMMAERT Céline, née le 25 octobre 1946 à Sint-Niklas en Belgique et domiciliée à 5, Orgelstraat B-2000 Anvers en Belgique comme administrateur, administrateur-délégué et présidente du conseil d'administration jusqu'à l'assemblée générale qui se tiendra en 2021.

- L'assemblée nomme Monsieur MEHMET Dongel, né le 6 juin 1970 à Polati en Turquie et domicilié à 13, Huzur mah Uçaklar Sokak à Eskisehir en Turquie en tant que commissaire jusqu'à l'assemblée générale qui se tiendra en 2021.

Luxembourg, le 14 mars 2016.

Pour extrait conforme

Pour mandat

Référence de publication: 2016087815/24.

(160055787) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

**Lombard Intermediation Services S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 156.671.

—  
EXTRAIT

En date du 15 mars 2016, le conseil d'Administration de la Société a pris la résolution suivante:

La société Ernst & Young S.A., 35E Avenue John F. Kennedy, L-1855 Luxembourg, est nommée Réviseur de la société. Son mandat viendra à échéance lors de l'approbation des comptes annuels au 31 décembre 2016; soit lors de l'Assemblée Générale Annuelle de 2017.

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

*Pour la Société*

Signature

Référence de publication: 2016087825/15.

(160055697) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

**LFPI U.S Real Estate Fund I, Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé.**

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

R.C.S. Luxembourg B 187.938.

In the year two thousand and sixteen, on the twenty-fourth day of March,

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

Was held

an extraordinary general meeting of shareholders (the "Meeting") of "LFPI U.S. Real Estate Fund I", a partnership limited by shares (société en commandite par actions) incorporated under the provisions of the law of 10 August 1915 on commercial companies, as amended (the "Law of 1915"), and qualifying as investment company with variable capital - specialised investment fund (société d'investissement à capital variable - fonds d'investissement spécialisé) under the law of 13 February 2007 relating to specialised investment funds, as amended (the "SIF Law"). The Company was incorporated pursuant to a notarial deed enacted on 5 June 2014 by Me Jean-Joseph Wagner and published in the Mémorial C, Recueil des Sociétés et Associations number 2187 of 19 August 2014.

The Meeting is chaired by Mr Serge BERNARD, residing in Luxembourg as chairman of the Meeting.

The Chairman appoints, as secretary of the Meeting and the Meeting elects as scrutineer Mrs Caroline RAMIER with professional address in Luxembourg Esch-sur-Alzette.

The Chairman, the Secretary and the Scrutineer are collectively referred to hereafter as the Bureau.

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

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

- It appears from the attendance list that all outstanding shares (100%), including the management share, are present or represented at this Meeting, so that the quorum requirement of the capital as imposed by article 67-1 of the Luxembourg law of 10 August 1915 on commercial companies, as amended, and by article 33 of the articles of incorporation of the Company is therefore met and the Meeting is regularly constituted and can validly deliberate on the proposed agenda.

The agenda of the Meeting is the following:

1. "Amendment and restatement of the articles of incorporation of the Company;
2. Miscellaneous."

After deliberation, the following resolutions were validly taken by the Meeting by unanimous vote:



*First resolution*

The Meeting RESOLVES to amend the articles of incorporation of the Company in order to change the accounting currency of the Company from the U.S. Dollar to the Euro.

The Meeting further RESOLVES to amend the articles of incorporation of the Company in order to perform a general regulatory update to comply with Part II of the SIF Law, the Luxembourg law of 12 July 2013 on alternative investment fund managers (the "AIFM Law") and the Commission delegated regulation (EU) 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision (the "Delegated Regulation").

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

**Preliminary title. Definitions**

In these Articles of Incorporation, the following shall have the respective meaning set out below:

"Adjusted Net Value"	the Net Asset Value of the Fund, adjusted in accordance with the INREV Guidelines for Non-Listed Real Estate Vehicles, calculated for the purpose of the issue and redemption of Shares; INREV adjustments have the purpose of better reflecting the economic value of the investment as it would be realized in a theoretical sale and may include, inter alia and as applicable, adjustments for transfer taxes and purchaser's costs, fixed rate debt, deferred tax liabilities, set-up costs, acquisition expenses, contractual fees, fair value of derivatives held for hedging purposes, disposal or liquidation expenses and tax effects and minority interest effects of the adjustments
"Administrative Agent"	United International Management S.A., in its capacity as administrative agent and registrar and transfer agent of the Fund in Luxembourg, or such other Person as may subsequently be appointed to act in such capacity
"Affiliates"	in respect of a Person, any Person directly or indirectly controlling, controlled by, or under control with, such Person
"AIFM Law"	the Luxembourg law of 12 July 2013 on alternative investment fund managers, as may be amended from time to time
"Alternative Investment Fund Manager" or "AIFM"	the alternative investment fund manager appointed in accordance with these Articles of Incorporation and the Private Placement Memorandum
"Article"	an article of these Articles of Incorporation
"Articles of Incorporation"	the articles of incorporation of the Fund, as the same may be amended from time to time
"Auditor"	PricewaterhouseCoopers. acting in its capacity as qualified independent auditor (réviseur d'entreprise agréé) of the Fund, or such other Person as may subsequently be appointed to act in such capacity
"Board"	the board of directors of the General Partner
"Business Day"	each day upon which the banks are open for business in Luxembourg
"Capital Call"	a drawdown made by the General Partner in order to request Limited Shareholders to pay all or part of their Undrawn Commitments pursuant to the terms of a Funding Notice
"Cause"	for the purpose of Article 12 the term "Cause" is limited to the fraud, gross negligence or wilful misconduct of the General Partner in relation to the Fund as determined by a competent court inasmuch as the commission by the General Partner of such fraud, gross negligence or wilful misconduct would result in a material economic disadvantage for the Fund
"Class(es)"	class(es) of Ordinary Shares that may be available, the assets of which shall be commonly invested according to the Investment Objectives, but where a specific sales and/or redemption charge structure, fee structure, distribution policy, target Investor, denomination currency or hedging policy may be applied
"Closing"	any date determined by the General Partner on which Subscription Agreements are accepted by the Fund
"Code"	The U.S. Internal Revenue Code of 1986, as amended.
"Commitment"	the commitment of an Investor to subscribe for Ordinary Shares and to pay them within the time limits and under the terms and conditions set forth in the Private Placement Memorandum and summarised in such Investor's Subscription Agreement and the relevant Funding Notice
"Company Law"	the Luxembourg law of 10 August 1915 on commercial companies, as amended from time to time

"Consultant"	RL Advisors LLC, in its capacity as consultant to the General Partner in respect of the Fund, or such other Person as may subsequently be appointed to act in such capacity
"Defaulting Investor"	an investor declared defaulting by the Fund in accordance with these Articles of Incorporation and the Private Placement Memorandum
"Depository"	BNP Paribas Securities Services, acting in its capacity as depository of the Fund, or such other credit institution within the meaning of the Luxembourg law dated 5 April 1993 relating to the financial sector, as amended, as may subsequently be appointed as depository of the Fund
"Depository Agreement"	the depository agreement entered into between the Fund and the Depository, as the same may be amended from time to time
"Director"	any member of the Board of the General Partner
"Divestment"	any disposal of assets
"Drawdown"	with respect of each Class, the drawing of all or part of the Undrawn Commitments received and accepted by the Fund pursuant to the terms of a Funding Notice
"Eligible Investor"	any Person which qualifies as a Well-Informed Investor and is not a Prohibited Person
"EUR" or "Euro"	The currency of the Fund, i.e. the Euro, the lawful currency of the Member States of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957) as amended
"Fair Market Value"	the price as determined dynamically as at a specific date by buyers and sellers in an open market
"FFI Agreement"	an agreement entered into between the Fund and the U.S. Internal Revenue Service in order to comply with the FATCA reporting regime imposed by the Hiring Incentives to Restore Employment Act of 2010, including an agreement to report information regarding its direct and indirect U.S. investors as further described in the Private Placement Memorandum
"Final Closing"	the date on which the last Closing takes place
"First Closing"	the date determined by the Fund on which Subscription Agreements in relation to Ordinary Shares have been received and accepted by the Fund as determined by the General Partner
"Fund"	LFPI U.S. Real Estate Fund I, a Luxembourg investment company with variable capital (société d'investissement à capital variable) - specialised investment fund (fond d'investissement spécialisé) incorporated as a partnership limited by shares (société en commandite par actions) governed by the SIF Law; for the purpose of these Articles of Incorporation, "Fund" shall also mean, where applicable, the General Partner acting on behalf of the Fund
"Funded Commitments"	the Commitments to subscribe for Ordinary Shares in the Fund which have already been drawn down and paid to the Fund
"Funding Notice"	a notice whereby the General Partner informs each Limited Shareholder of a Drawdown and requests the relevant Limited Shareholders to pay into the Fund whole or part of the remaining balance of their Commitments
"General Partner"	FLE, in its capacity as unlimited shareholder (associé commandité) of the Fund and AIFM of the Fund
"Independent Appraiser"	any entity, which has no interest in any Share and is not affiliated with the Fund, the General Partner and/or any Consultant, appointed by the Fund to appraise the value of the Real Estate properties in which the Fund has an interest
"Initial Offer Period"	the initial offer period during which the Ordinary Shares of any Class may be issued at the Initial Subscription Price as specified for each Class in the Private Placement Memorandum
"Initial Subscription Price"	the subscription price at which the Ordinary Shares of any Class are offered during the Initial Offer Period as set out in the Private Placement Memorandum
"Investment Guidelines"	the investment guidelines of the Fund as set out in the Private Placement Memorandum
"Investment Objectives"	the investment objectives of the Fund as set out in the Private Placement Memorandum
"Investment Period"	the period during which it is envisaged that all Commitments will be entirely drawn down and fully paid to the Fund subject to the terms of the Private Placement Memorandum and the Funding Notices
"Investment Restrictions"	the investment restrictions of the Fund as set out in the Private Placement Memorandum

"Investor"	an Eligible Investor who has signed and returned a Subscription Agreement and whose Commitment has been accepted by the Fund; for the avoidance of doubt, the "Investor" shall include, where appropriate, a Shareholder
"Issue Price"	the subscription price at which the Ordinary Shares are offered as further described in these Articles of Incorporation and in the Private Placement Memorandum
"Limited Shareholder"	any holder of one or more Ordinary Shares (actions ordinaires de commanditaires) and whose liability is in principle limited to the amount of its investment in the Fund
"Lux GAAP"	Luxembourg generally accepted accounting principles, as the same may be amended from time to time
"Management Share"	the management share (action de gérant commandité) held by the General Partner in the share capital of the Fund in its capacity as Unlimited Shareholder (actionnaire gérant commandité)
"Director"	any member of the Board of the General Partner
"Member States"	the net asset value of the a Class or the Fund as determined in accordance with these Articles of Incorporation and the Private Placement Memorandum
"Net Paid In Amount"	the Paid In Amount less any repayment
"Net Sales Proceeds"	the sales proceeds from any Divestment net of all transactions costs, transfer costs, applicable taxes (including a reasonable provision for deferred taxes) and repayment of any financing incurred in relation to the divested investment
"Ordinary Shares"	the ordinary shares (actions ordinaires de commanditaire) held by the Limited Shareholders (actionnaires commanditaires) in the share capital of the Fund
"Paid In Amount"	in respect of a Limited Shareholder, the aggregate amount of its Commitment that has been contributed to a Class by such Limited Shareholder (whether or not subsequently repaid, but excluding amount repaid which are available to be redrawn) when such Commitment was accepted and subsequently paid pursuant to Funding Notices
"Person"	any individual, corporation, limited liability company, trust, partnership, estate, unincorporated association or other legal entity
"Prior Investor"	any Investor in the relevant Class to whom Shares have been issued in said Class before new Shares were issued to Subsequent Investors in such Class
"Private Placement Memorandum"	the private placement memorandum of the Fund as the same may be amended from time to time
"Prohibited Person"	any Person which does not meet the definition of Well- Informed Investor as well as, in the discretion of the General Partner, any Investor which does not provide the necessary documents and/or fulfil the relevant tax declarations depending on the Fund's investment structure as well as any Person, if in the sole opinion of the General Partner, the holding of Shares by such Person may be detrimental to the interests of the existing Investors or of the Fund, if it may result in a breach of any law or regulation, whether Luxembourg or otherwise, or if as a result thereof the Fund may become exposed to tax or other regulatory disadvantages, fines or penalties that it would not have otherwise incurred
"Property Manager"	has the meaning as ascribed to it in the Private Placement Memorandum
"Real Estate"	includes: <ul style="list-style-type: none"> <li>- properties consisting of land and buildings;</li> <li>- property development projects;</li> <li>- direct and indirect participations in real estate companies, including claims, loans and debt on such companies, the main object and purpose of which is the development, acquisition, promotion and sale as well as the letting of properties;</li> <li>- property related long-term interests such as surface ownership, lease-hold and options on real estate properties; and</li> <li>- any other meaning as given to the term by the Luxembourg supervisory authority and any applicable laws and regulations from time to time in Luxembourg</li> </ul>
"Real Estate Companies"	any listed or unlisted companies, partnerships or other entities, which may be wholly-owned subsidiaries, other intermediate vehicles or companies jointly-owned by the Fund and as a co-investor in accordance with co-investment agreements, established for the purpose, according to their articles, of either directly acquiring, developing, redeveloping, managing, letting and selling Real Estate or, directly or indirectly, hold shares or interests in one or several companies, partnerships or other entities which in turn are established for the purpose, according to their articles, of acquiring, developing, redeveloping, managing, letting and selling Real Estate,

	provided that the holding of participations in such real estate companies is at least as liquid as Real Estate held directly by the Fund
"Section"	a section of the Private Placement Memorandum
"Shareholder"	any holder of a Share(s), i.e. the Limited Shareholders and/or the Unlimited Shareholder as the case may be
"Shares"	shares in the capital of the Fund, including the Management Share held by the General Partner and the Ordinary Shares held by the Limited Shareholders as more fully explained in these Articles of Incorporation and in the Private Placement Memorandum
"SIF Law"	the Luxembourg law of 13 February 2007 relating to specialised investment funds, as amended from time to time
"Subscription Agreement"	the subscription agreement entered into between an Investor and the Fund by which - the Investor commits himself to subscribe for Ordinary Shares for a certain maximum amount, which amount will be payable to the Fund in whole or in part when the Investor receives a Funding Notice; - the Fund commits itself to issue Ordinary Shares to the relevant Investor to the extent that such Investor's Commitment is called up and paid; and - the Investor makes certain representations and give certain warranties to the Fund.
"Subscription Period"	the period during which Commitments will be accepted by the Fund, starting on the Subsequent Closing and ending with the Final Closing
"Subsequent Closing"	a Closing after the First Closing until and including the Final Closing
"Subsequent Investor"	means, in respect of any Class, an Investor whose Commitment has been accepted at a Subsequent Closing
"Subsidiary"	any local or foreign corporation or partnership or other entity (including for the avoidance of doubt any wholly-owned Subsidiary): a) which is controlled by the Fund; and b) in which the Fund holds more than 50% of the share capital; and c) which does not have any activity other than the holding of investments which qualify under the Investment Objective and Investment Guidelines of the Fund; any of the above mentioned local or foreign corporations or partnerships or other entities shall be deemed to be "controlled" by the Fund if (i) the Fund holds in aggregate, directly or indirectly, more than 50% of the voting rights in such entity or controls more than 50% of the voting rights pursuant to an agreement with the other shareholders or (ii) the majority of the managers or board members of such entity are members of the Board or of any Affiliates of the General Partner, except to the extent that this is not practicable for tax or regulatory reasons or (iii) the Fund has the right to appoint or remove a majority of the members of the managing body of that entity
"Undrawn Commitment"	in respect of an Investor, the portion of the Commitment which has not yet been drawn down and paid in to the Fund
"Unlimited Shareholder"	FLE, a public company (société anonyme) who holds the Management Share (action de gérant commandité) and who will be, in its capacity as unlimited shareholder (actionnaire gérant commandité) of the Fund, liable without any limits for any obligations that cannot be met out of the assets of the Fund
"Valuation Day"	the last Business Day of each quarter and such other day as may be determined by the General Partner for the purpose of calculating the Net Asset Value per Ordinary Share in accordance with these Articles of Incorporation and the Private Placement Memorandum.
"Well-Informed Investor"	has the meaning ascribed to it by the SIF Law: d) institutional investors; e) professional investors, being those investors who are, in accordance with Luxembourg laws and regulations, deemed to have the experience, knowledge and expertise to make their own investment decisions and properly assess the risk they incur; and f) any other well-informed investor who fulfils the following conditions: (i) declares in writing that he adheres to the status of well-informed investor and invests a minimum of one hundred and twenty five thousand Euro (EUR 125,000.-) in the Fund; or (ii) declares in writing that he adheres to the status of well-informed investor and provides an assessment made by a credit institution within the meaning of the Directive 2006/48/EC, by an investment firm within the meaning of Directive 2004/39/EC or

by a management company within the meaning of Directive 2009/65/EC, certifying his expertise, his experience and his knowledge in adequately appraising an investment in the Fund

"Wholly Owned Subsidiary"

means any company or entity in which the Fund, either alone or together with the Parallel Investment Vehicle, has a one hundred per cent (100%) ownership interest, except where applicable laws or regulations do not permit the Fund, either alone or together with the Parallel Investment Vehicle, to hold alone such a 100% interest, "Wholly Owned Subsidiary" shall then mean any company or entity in which the Fund holds, either alone or together with the Parallel Investment Vehicle, alone the highest participation permitted under such applicable laws or regulations

## ARTICLES OF INCORPORATION

### Chapter I. - Name, Registered office, Object, Duration

**1. Corporate name.** There is hereby established among the General Partner in its capacity as Unlimited Shareholder, the Limited Shareholders and all persons who may become owners of the Shares, a Luxembourg company under the form of a limited partnership by shares (*société en commandite par actions*), qualifying as an investment company with variable capital (*société d'investissement à capital variable*) - specialised investment fund (*fonds d'investissement spécialisé*).

The Fund will exist under the corporate name of LFPI U.S. Real Estate Fund I.

**2. Registered office.** The registered office of the Fund is established in Luxembourg-City.

The General Partner is authorized to change the address of the Fund within the municipality of the Fund's registered office.

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

Should a situation arise or be deemed imminent, whether military, political, economic or social, which would prevent the normal activity at the registered office of the Fund, the registered office of the Fund may be temporarily transferred abroad until such time as the situation becomes normalised; such temporary measures will not have any effect on the Fund's nationality, which, notwithstanding this temporary transfer of the registered office, will remain a Luxembourg Fund. The decision as to the transfer abroad of the registered office will be taken by the General Partner.

**3. Object.** The main objective of the Fund is to achieve for the Investors an optimum return from capital invested in Real Estate and other eligible assets under the SIF Law, while reducing investment risk through diversification.

The Fund will invest directly or indirectly in those property markets in the United States that provide excellent prospects on both direct and indirect (capital gains) returns, as further specified in the Private Placement Memorandum.

The Fund may furthermore hold cash, bank deposits, money market instruments and investments in units of money market funds, as an intermediary investment prior to the investment of any balance not invested pursuant to the above.

The Fund may take any measures and carry out any transaction which it may deem useful for the fulfilment and development of its purpose to the largest extent permitted under the SIF Law and the investment powers and restrictions in the Private Placement Memorandum.

**4. Term.** The term of the Fund is eight (8) years from the date of its Final Closing, subject to a maximum of two consecutive one-year's extensions of the initial term, at the discretion of the General Partner, in order to allow the Fund to meet and complete its Investment Objective.

### Chapter II. - Capital, Shares

**5. Share capital.** The initial share capital of the Fund at the time of incorporation is set at fifty thousand U.S dollars (USD 50,000.-).

The minimum share capital of the Fund shall be, as provided by the SIF Law, one million two hundred and fifty thousand Euros (EUR 1,250,000.-) and must be reached within twelve (12) months after the date on which the Fund has been authorised by the Luxembourg supervisory authorities as a *société d'investissement à capital variable - fonds d'investissement spécialisé*.

The share capital of the Fund shall be represented by fully paid up Shares of no par value. Due to the fact that the Fund has a variable capital, the share capital of the Fund will be at all times equal to its Net Asset Value.

#### 6. The offer of shares.

##### 6.1 Classes of Ordinary Shares

Eligible Investors are offered to commit to subscribe for Ordinary Shares only.

The General Partner reserves the right to create one or more Classes which may carry different rights and obligations, inter alia, with regard to their distribution policy, their fee structure, their minimum initial Commitment and holding amounts

or their target investors. Such Classes of Ordinary Shares may be launched from time to time upon decision of the General Partner in its discretion.

The amounts invested in the different Classes are themselves invested in a common underlying portfolio of investments. Shareholders of the same Class will be treated equally pro-rata to the number of Ordinary Shares held by them.

Initially, three (3) Classes of Ordinary Shares will be issued:

- Class A Ordinary Shares, which will be reserved to the Sponsor, the General Partner and/or any other Person which the General Partner designates. The General Partner will have the right to transfer such Class A Ordinary Shares to whom it thinks fit in its absolute discretion.;

- Class B Ordinary Shares, which will be reserved to all Eligible Investors making a Commitment of ten million EUR (EUR 10,000,000). The General Partner will have the right to waive such minimal Commitment in respect to one or several Eligible Investors;

- Class C Ordinary Shares, which will be reserved to the Sponsor, the General Partner and/or any other Person which the General Partner designates;

## 6.2 Subscription Period and Closings

Ordinary Shares in the relevant Class(es) will be issued to Eligible Investors during the Subscription Period.

The Initial Offer Period begins with the First Closing and ends eighteen (18) months thereafter. The General Partner may, in its discretion, extend the Initial Offer Period up to a maximum of six (6) months.

The First Closing will take place on the date specified in the Private Placement Memorandum.

Furthermore, the General Partner may, at its discretion, hold additional Closings.

After the Final Closing no further Commitments will be accepted.

## 6.3 Form of Shares

The Fund shall issue Shares in uncertificated registered form only.

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

The inscription of the Shareholder's name in the register of Shareholders is conclusive evidence of his right of ownership on such registered Shares.

The Fund shall normally not issue certificates for such inscription.

The Fund shall consider the person in whose name the Shares are registered as the full owner of the Shares. Towards the Fund, the Fund'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 Fund.

Subject to the provisions of Article 6 hereof, any transfer of registered Shares shall be entered into the register of Shareholders.

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

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

## 7. Issue and subscription for shares.

### 7.1 Issue of the Shares

Investors can subscribe for Ordinary Shares during the Subscription Period.

During the Initial Offer Period, the General Partner can, at its own discretion, decide to hold one or more Closings at the dates determined by the General Partner in its sole discretion.

During the Initial Offer Period, Ordinary Shares will be offered at the Initial Subscription Price per Ordinary Share for each Class.

Following the Initial Offer Period, the Subscription Price of new Ordinary Shares in the relevant Class shall be the latest available Adjusted Net Asset Value per Ordinary Share at issuance in such Class.

No fractions of Ordinary Shares shall be issued.

### 7.2 Restrictions to the Subscription for Shares

Ordinary Shares may only be purchased by Eligible Investors investing for their own account or for and on behalf of a third party which qualifies as Eligible Investors.

The General Partner may accept or reject any Commitment in its absolute discretion and shall reject any application from Prohibited Investors.

The offering of the Ordinary Shares, or one or more Classes, may further be restricted to specific categories of Eligible Investors in certain jurisdictions in order to conform to local law, customs or business practice or for fiscal or any other

reason. It is the responsibility of any prospective Eligible Investor to inform itself of and to observe all applicable laws and regulations of any relevant jurisdictions.

In addition, the General Partner may decide not to offer or sell to, or may require any prospective Eligible Investor to provide it with any information that it may consider necessary for the purpose of deciding whether or not such is, or will be, a Prohibited Person.

### 7.3 Issue price

Ordinary Shares will be issued at the Issue Price. The amount of the Issue Price and the terms and conditions under which it will be paid are determined by the General Partner and disclosed in the Private Placement Memorandum.

The General Partner may delegate to any of its Directors, or any duly authorised officer of the Fund or any other duly authorised person the power to accept subscriptions for Ordinary Shares to be issued and to deliver them.

### 7.4 Drawdowns

Commitments will be payable in whole or in part to the Fund at moments determined at the discretion of the General Partner, and in such instalments as the General Partner considers in its sole discretion will be needed by the Fund.

Drawdowns will be made on giving not less than fifteen (15) Business Days' notice to the relevant Investors. Payment by Investors should be made in accordance with the instructions set out in a Funding Notice issued by the General Partner.

The General Partner may organise Drawdowns for investment purposes or to pay Organisational Expenses and Operational Expenses, such as defined in the Private Placement Memorandum, or any other fees and expenses of the Fund.

Each Drawdown shall be equal to a percentage of the total Commitments of each Investor in the Fund, such percentage being identical for all Investors in the Fund, unless such percentage entails a situation, prohibited by the Investor's articles of incorporation and/or provided for in the relevant Subscription Agreement. The amount which could not be called due to this limitation will be reallocated to the relevant Investor's Undrawn Commitments and such portion will be drawn down in priority to any other Investors, but with respect to the percentage limitation, at the next following Drawdown and, if necessary, subsequent Drawdowns until such portion is entirely satisfied.

Subsequent Investors will be drawn down by the General Partner in priority up to and until such time that the Funded Commitments made by such Subsequent Investors bear the same proportion as the Funded Commitments of the Prior Investors. Commitments that have been accepted on a same Closing date will be drawn down proportionally.

The General Partner may deviate from the above drawdown procedures.

Any amounts drawn down for the purposes of making an investment shall, in the event that the proposed investment does not proceed and to the extent that such amounts have not been allocated to another investment opportunity or are not otherwise needed by the Fund within a period of 90 Business Days from the relevant Drawdown date, be returned to the relevant Investors whereupon such returned amounts shall form part of those Investors' Undrawn Commitments and be available for subsequent Drawdowns.

The Ordinary Shares issued subsequently to a Drawdown will be issued as of the Valuation Day indicated in the Funding Notice.

### 7.5 Default provisions

If any Investor or Shareholder fails to make any payment required to be made pursuant to a Funding Notice by the payment date as set out in such Funding Notice, the General Partner may (in its sole discretion) declare such Investor or Shareholder to be a "Defaulting Investor".

Unless waived by the General Partner this results in the following penalties:

- (a) a Defaulting Investor will be assessed damages equal to ten per cent (10%) of the amount in relation to which a default occurred; and
- (b) indemnification of the Fund by such Defaulting Investor for any damages, fees and expenses, including, without limitation, attorney's fees or sales commissions, incurred as a result of the default; and
- (c) distributions to the Defaulting Investor will be set off or withheld until any amounts owed to the Fund have been paid in full.

In addition, the General Partner may take any one or more of the following actions:

- (a) redeem the Shares of the Defaulting Investor in the Fund upon payment to such Shareholder of an amount equal to seventy-five per cent (75%) of the Net Asset Value of its shareholding in the Fund (calculated using the lesser of the historical cost or the most recent appraised values);
- (b) provide the non-Defaulting Investors with a right to purchase the Shares of the Defaulting Investor at an amount equal to seventy-five per cent (75%) of the Net Asset Value of its shareholding in the Fund;
- (c) reduce or terminate the Defaulting Investor's Commitment; or
- (d) exercise any other remedy available under applicable law.

Shareholders may be delivered an additional Funding Notice to make up any shortfall of a Defaulting Investor (not to exceed each Shareholder's Undrawn Commitment).

**8. Transfer of ordinary shares and related undrawn commitments.** Ordinary Shares and/or related Undrawn Commitments may be transferred to Eligible Investors with the prior written consent of the General Partner. The General Partner

may withhold, inter alia, its consent to a proposed transfer on the following grounds, it being understood that the General Partner is not obligated to motivate its decision:

- (a) the transfer would cause the Fund to be terminated;
- (b) the transfer would violate any applicable law, regulation or any term of the Articles of Incorporation;
- (c) the transferee is a competitor of the Fund or is not of similar creditworthiness; and
- (d) if the transferee does not qualify as an Eligible Investors.

In addition, notwithstanding any other provision of these Articles of Incorporation, transfers of Ordinary Shares and/or related Undrawn Commitments will, inter alia, be prohibited if the General Partner determines, in its sole discretion, that any such transfer would (a) result in a loss of partnership status for US federal income tax purposes for the Fund; (b) result in the termination of the Fund under Section 708(b)(1)(B) of the Code; (c) result in the Fund being considered a publicly traded partnership for U.S. federal income tax purposes; (d) constitute a transaction effected through an established securities market or on a secondary market or the substantial equivalent thereof within the meaning of the U.S. Treasury Regulations promulgated under Section 7704 of the Code; or (e) result in there being more than 100 Shareholders of the Fund as determined under the U.S. Treasury Regulations promulgated under Section 7704 of the Code. The General Partner may rely on a certificate from a purchaser or transferee of Ordinary Shares in making a determination as to the number of partners pursuant to the preceding sentence.

No transfer of Ordinary Shares and related Undrawn Commitments will become effective between the transferor and the transferee, and be valid towards the Fund, unless and until the transferee agrees in writing to fully and completely assume any outstanding obligations of the transferor in relation to the transferred Shares and, as the case may be, the related remaining Commitment under the relevant Subscription Agreement and agrees in writing to be bound by the terms of the Private Placement Memorandum and the Articles of Incorporation, whereupon the transferor shall be released from (and shall bear no further liability for) such liabilities and obligations.

Shareholders do not have any veto rights regarding any transfer of shares and related Undrawn Commitments.

## **9. Redemption of ordinary shares.**

### **9.1 Redemption of Ordinary Shares upon request from Limited Shareholders**

The Fund is closed-ended. Consequently, it does not repurchase its Ordinary Shares upon the request of the Limited Shareholders.

### **9.2 Compulsory Redemption**

The General Partner may, at its sole discretion, require from time to time any Investor or Limited Shareholder to provide it with any document or information that it may reasonably deem necessary for the purpose of determining whether or not such owner of Ordinary Shares is or will be a Prohibited Person.

Ordinary Shares may be compulsorily redeemed whenever the General Partner considers this to be in the best interest of the Fund, subject to the terms and conditions the General Partner shall determine and within the limits set forth by law, the Private Placement Memorandum and the Articles of Incorporation. In particular, the General Partner may compulsorily redeem Ordinary Shares of Shareholders who are non-compliant under an FFI Agreement entered into between the Fund and the Internal Revenue Service. or under any intergovernmental agreement implementing the FATCA provisions that is applicable to the Fund.

In particular, Ordinary Shares of any Class may be compulsorily redeemed at the option of the General Partner, on a pro rata basis among existing Limited Shareholders of any such Class, in order to distribute to the Limited Shareholders distributable cash, notwithstanding any other distribution pursuant to Article 29.

Moreover, where it appears to the General Partner that any Prohibited Person precluded from holding Ordinary Shares in the Fund holds in fact Ordinary Shares, the Fund may compulsorily redeem the Shares upon payment to such Prohibited Person of an amount equal to 75% of the most recent Net Asset Value of its Ordinary Shares subject to giving such Prohibited Person notice of at least 15 calendar days, and upon redemption, those Ordinary Shares will be cancelled and the Prohibited Person will cease to be a Limited Shareholder. In the event that the General Partner compulsorily redeems Ordinary Shares held by a Prohibited Person, the General Partner may provide the Limited Shareholders in the Fund (other than the Prohibited Person) with a preemption right to purchase on a pro rata basis the Ordinary Shares of the Prohibited Person. However, the price for which such Ordinary Shares will be offered to the Limited Shareholders in the Fund (other than the Prohibited Person) will be an amount equal to 75% of the most recent Net Asset Value of those Ordinary Shares.

Any taxes, commissions and other fees incurred in connection with the redemption proceeds (including those taxes, commissions and fees incurred in any country in which Ordinary Shares are sold) will be charged to the Prohibited Person by way of a reduction to any redemption proceeds. Ordinary Shares repurchased by the Fund may not be reissued and shall be cancelled in conformity with applicable law.

## **10. Calculation of net asset value per share.**

### **10.1 Calculation**

The Net Asset Value per Ordinary Share of each Class shall be calculated by the Administrative Agent which shall satisfy the requirements of the SIF Law and the AIFM Law under the responsibility of the General Partner as of each Valuation Day, in accordance with Luxembourg law. If an external valuer (within the meaning of article 17(4)a) of the



AIFM Law is appointed for the valuation of the Fund's assets, it shall not delegate the valuation function to a third party. The name of the appointed external valuer (if any) will be included in the Private Placement Memorandum.

The Net Asset Value per Ordinary Share of each Class will be expressed in EUR. The Net Asset Value per Ordinary Share of each Class will be calculated up to two decimals. The value of all assets and liabilities not expressed in EUR will be converted into EUR at the relevant rates of exchange prevailing on the relevant Valuation Day. If such quotations are not available, the rate of exchange will be determined with prudence and in good faith by or under procedures established by the General Partner.

In determining the Net Asset Value per Ordinary Share of each Class, income and expenditure are treated as accruing daily.

The Net Asset Value per Ordinary Share of each Class on any Valuation Day will be determined, in accordance with the distribution rights applicable to each Class pursuant to the Private Placement Memorandum, by dividing (i) the net assets of the Fund attributable to such Class, being the value of the portion of the Fund's gross assets less the portion of the Fund's liabilities attributable to such Class on such Valuation Day, by (ii) the number of Ordinary Shares of such Class then outstanding, in accordance with the valuation rules set forth below and Lux GAAP.

The subscription price and the redemption price of the different Classes may differ as a result of the differing fee structure and/or distribution policy applicable to each Class.

The accounts of the Subsidiaries of the Fund will be consolidated (to the extent required under applicable accounting rules and regulations) with the accounts of the Fund at each Valuation Day and accordingly the underlying assets and liabilities will be valued in accordance with the valuation rules described below.

The total net assets of the Fund will be equal to the difference between the gross assets (including, notably, the Fair Market Value of Real Estate and development projects owned by the Fund and its Subsidiaries) and the liabilities of the Fund based on consolidated accounts prepared in accordance with Lux GAAP, provided that:

- the equity or liability interests attributable to Shareholders derived from these financial statements will be adjusted to take into account the fair (i.e. discounted) value of deferred tax liabilities (calculated on an undiscounted basis) as determined by the General Partner in accordance with its internal rules; and
- the acquisition costs for Real Estate shall be amortised over a period of five years rather than expensed in full when they are incurred.

The calculation of the Net Asset Value of the Fund shall be made in the following manner:

(1) Assets of the Fund

The assets of the Fund shall include, subject to the Investment Restrictions set out in the Private Placement Memorandum:

- (a) all properties or property rights registered in the name of the Fund or any of its Subsidiaries;
- (b) all shares, units, convertible securities, debt and convertible debt securities or other securities of Subsidiaries registered in the name of the Fund;
- (c) all shareholdings in convertible and other debt securities of Real Estate Companies;
- (d) all cash in hand or on deposit, including any interest accrued thereon;
- (e) all bills and demand notes payable and accounts receivable (including proceeds of properties, property rights, securities or any other assets sold but not delivered);
- (f) all bonds, time notes, certificates of deposit, shares, stock, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the Fund;
- (g) all stock dividends, cash dividends and cash payments receivable by the Fund to the extent information thereon is reasonably available to the Fund or the Depositary;
- (h) all rentals accrued on any real estate properties or interest accrued on any interest-bearing assets owned by the Fund except to the extent that the same is included or reflected in the value attributed to such asset;
- (i) the formation expenses of the Fund, including the cost of issuing and distributing Shares of the Fund; and
- (j) all other assets of any kind and nature including expenses paid in advance, insofar as the same have not been written off.

(2) The value of the Fund's assets shall be determined as follows:

- (a) Real Estate investments registered in the name of the Fund or a direct or indirect Subsidiary of the Fund will, subject to Section 19 of the Private Placement Memorandum, be valued by one or more Independent Appraisers at the end of each fiscal year and on such other days as the General Partner may determine. External independent valuations performed twice a year will be used for the calculation of the Net Asset Value on a Valuation Day other than at the end of each fiscal year;
- (b) securities listed on a stock exchange or dealt in on another regulated market will be valued on the basis of the last available publicised stock exchange or Fair Market Value;
- (c) securities which are not listed on a stock exchange nor dealt in on another regulated market will be valued on the basis of the probable net realisation value (excluding any deferred taxation) estimated with prudence and in good faith by the General Partner;

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

(e) all other securities and other assets, including debt securities and securities for which no market quotation is available, are valued on the basis of dealer-supplied quotations or by a pricing service approved by the General Partner or, to the extent such prices are not deemed to be representative of market values, such securities and other assets shall be valued at Fair Market Value as determined in good faith pursuant to procedures established by the General Partner. Money market instruments held by the Fund with a remaining maturity of 90 days or less will be valued by the amortised cost method, which approximates Fair Market Value.

(3) Liabilities of the Fund The Liabilities of the Fund shall include:

(a) all loans and other indebtedness for borrowed money (including convertible debt), bills and accounts payable;

(b) all accrued interest on such loans and other indebtedness for borrowed money (including accrued fees for commitment for such loans and other indebtedness);

(c) all accrued or payable expenses (including administrative expenses, management and advisory fees, including incentive fees (if any), depository fees, paying agency, registrar agency fees as well as reasonable disbursements incurred by the service providers);

(d) all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid distributions declared by the Fund, but excluding pending redemption requests where the shares are not yet cancelled, where the Valuation Day falls on the record date for determination of the person entitled thereto or is subsequent thereto;

(e) an appropriate provision for future taxes based on capital and income to the calculation day, as determined from time to time by the Fund, and other reserves (if any) authorised and approved by the General Partner, as well as such amount (if any) as the General Partner may consider to be an appropriate allowance in respect of any contingent liabilities of the Fund; and

(f) all other liabilities of the Fund of whatsoever kind and nature reflected in accordance with Luxembourg law and Lux GAAP. In determining the amount of such liabilities the Fund shall take into account all expenses payable by the Fund and may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount rateably for yearly or other periods.

The General Partner, in its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the Fair Market Value of any asset or liability of the Fund. This method will then be applied in a consistent way. The Administrative Agent can rely on such deviations as approved by and under the ultimate responsibility of the General Partner of the Fund for the purpose of the Net Asset Value calculation.

For the purpose of this Article 10,

(a) Ordinary Shares to be issued by the Fund shall be treated as being in issue as from the time specified by the General Partner on the Valuation Day with respect to which such valuation is made and from such time and until received by the Fund the price therefore shall be deemed to be an asset of the Fund;

(b) Ordinary Shares of the Fund to be redeemed (if any) shall be treated as existing and taken into account until the date fixed for redemption, and from such time and until paid by the Fund the price therefore shall be deemed to be a liability of the Fund;

(c) all investments, cash balances and other assets expressed in currencies other than the EUR 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 per Ordinary Share; and

(d) where on any Valuation Day the Fund has contracted to:

i. purchase any asset (if the underlying risks and rewards of transaction are transferred), the value of the consideration to be paid for such asset shall be shown as a liability of the Fund and the value of the asset to be acquired shall be shown as an asset of the Fund;

ii. sell any asset (if the underlying risks and rewards of transaction are transferred), the value of the consideration to be received for such asset shall be shown as an asset of the Fund and the asset to be delivered by the Fund shall not be included in the assets of the Fund;

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

For the avoidance of doubt, the provisions of this Article including, in particular, the above paragraph are rules for determining the Net Asset Value per Share and are not intended to affect the treatment for accounting or legal purposes of the assets and liabilities of the Fund or any Shares issued by the Fund.

**11. Frequency and temporary suspension of the net asset value.** With respect to each Share, the Net Asset Value per Share and the price for the issue, redemption and conversion (if applicable) of Shares shall be calculated from time to time by the General Partner or the Administrative Agent as determined in these Articles of Incorporation, at least once a year,

at a frequency determined by the General Partner and specified in the Private Placement Memorandum as well as on each day by reference to which the General Partner approves the pricing of an issue, a redemption or a conversion (if applicable) of Shares, provided that this is in compliance with applicable laws and regulations, such date or time of calculation being referred to herein as a "Valuation Day".

The General Partner may suspend the determination of the Net Asset Value of the Shares during:

- a) any period when any one of the principal markets or other stock exchanges on which a portion of the assets of the Fund, are quoted is closed (otherwise than for ordinary holidays) or during which dealings therein are restricted or suspended; or
  - b) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the General Partner, disposal of the assets owned by the Fund is not reasonably practicable without this being seriously detrimental to the interests of Shareholders; or
  - c) any breakdown in the means of communication normally employed in determining the price of any of the Fund's assets or if for any reason the value of any asset of the Fund which is material in relation to the determination of the Net Asset Value (as to which materiality the General Partner shall have sole discretion) may not be determined as rapidly and accurately as required; or
  - d) any period when the value of any Wholly-Owned Subsidiary (direct or indirect) of the Fund may not be determined accurately; or
  - e) any period when any transfer of Fund involved in the realisation or acquisition of investments cannot in the opinion of the General Partner be effected at normal rates of exchange; or
  - f) upon the publication of a notice convening a general meeting of the Shareholders for the purpose of resolving to wind up the Fund; or
  - g) when for any other reason, the prices of any investments cannot be promptly or accurately ascertained.
- Notice of such suspension shall be published, if deemed appropriate by the General Partner.

### Chapter III. - Management

**12. Determination of the general partner.** As a partnership limited by shares (société en commandite par actions), the Fund shall be managed by FLE, a Luxembourg public company (société anonyme) incorporated on 9 June 2009 and registered with the Company Register of Luxembourg under number B 146.653, in its capacity as general partner and Unlimited Shareholder of the Fund.

The Limited Shareholders shall neither participate in nor interfere with the management of the Fund.

The General Partner is managed by a Board which is composed of three (3) Directors, whose names appear in the Private Placement Memorandum (it being understood that the number of Directors and their names as indicated in the Private Placement Memorandum may vary in accordance with the provisions of the Company Law and the conditions set forth in the Private Placement Memorandum and the articles of incorporation of the General Partner).

The General Partner may be removed for Cause by means of a resolution of the general meeting of the Shareholders adopted as follows:

- the quorum shall be a majority of the share capital being present or represented. If such quorum requirement is not met, a second general meeting of Shareholders will be called which may validly deliberate, irrespective of the proportion of the share capital represented; and

- In both meetings, resolutions must then be passed by at least eighty five per cent (85%) of the share capital being present or represented.

For the avoidance of doubt, the approval of the General Partner is not required to validly decide on this removal.

In the event of the removal of the General Partner, the general meeting of Shareholders will appoint a new general partner by means of a resolution adopted in the manner required to amend the Articles of Incorporation, subject to prior the approval of the CSSF.

**13. Powers of the general partner.** The General Partner has the sole exclusive power to administer and manage the Fund and to decide on the Investment Objectives, Investment Guidelines and Investment Restrictions and the course of conduct of the management and business affairs of the Fund, in compliance with applicable laws and regulations and the Private Placement Memorandum. All powers not expressly reserved by law or by the Articles of Incorporation to the Limited Shareholders rest with the General Partner.

The Board shall have namely the specific powers provided for in the articles of incorporation of the General Partner.

The General Partner may enter into investment management, investment advisory and consultancy agreements and any other contracts that it may deem necessary, useful or advisable for carrying out its functions. In the event that a service provider is appointed in order to take investment decisions and otherwise manage the assets of the Fund, the Private Placement Memorandum will be updated accordingly.

The Fund may enter into agreements with any applicable taxing authority (including any FFI Agreement or similar agreement entered into pursuant to the Hiring Incentives to Restore Employment Act of 2010, or any similar or successor

legislation or intergovernmental agreement) to the extent it determines such an agreement is in the best interest of the Fund or any Shareholder.

Each Limited Shareholder and each transferee of a Limited Shareholder's Ordinary Shares shall furnish (including by way of updates) to the General Partner in such form and at such time as is reasonably requested by the General Partner (including by way of electronic certification) any information, representations, waivers and forms relating to the Limited Shareholder (or the Limited Shareholder's direct or indirect owners or account holders) as shall reasonably be requested by the General Partner to assist it in obtaining any exemption, reduction or refund of any withholding or other taxes imposed by any taxing authority or other governmental agency (including withholding taxes imposed pursuant to the Hiring Incentives to Restore Employment Act of 2010, or any similar or successor legislation or intergovernmental agreement, or any agreement entered into pursuant to any such legislation or intergovernmental agreement) upon the Fund, amounts paid to the Fund, or amounts allocable or distributable by the Fund to such Limited Shareholder or transferee. In the event that any Limited Shareholder or transferee of a Limited Shareholder's Ordinary Shares fails to furnish such information, representations, waivers or forms to the General Partner, the General Partner shall have full authority to take any and all of the following actions: (i) withhold any taxes required to be withheld pursuant to any applicable legislation, regulations, rules or agreements; and (ii) redeem the Limited Shareholder's or transferee's Ordinary Shares. If requested by the General Partner, the Limited Shareholder or transferee shall execute any and all documents, opinions, instruments and certificates as the General Partner shall have reasonably requested or that are otherwise required to effectuate the foregoing. Each Limited Shareholder hereby grants to the General Partner a power of attorney, coupled with an interest, to execute any such documents, opinions, instruments or certificates on behalf of the Limited Shareholder, if the Limited Shareholder fails to do so.

The General Partner may disclose information regarding any Limited Shareholder (including any information provided by the Limited Shareholder pursuant to the preceding paragraph) to any person to whom information is required or requested to be disclosed by any taxing authority or other governmental agency including transfers to jurisdictions which do not have strict data protection or similar laws, to enable the Fund to comply with any applicable law or regulation or agreement with a governmental authority.

Each Limited Shareholder hereby waives all rights it may have under applicable bank secrecy, data protection and similar legislation that would otherwise prohibit any such disclosure and warrants that each person whose information it provides (or has provided) to the General Partner has been given such information, and has given such consent, as may be necessary to permit the collection, processing, disclosure, transfer and reporting of their information as set out in the preceding paragraphs.

The General Partner is authorized to take any action reasonably necessary in order to cause the Fund to be treated as a partnership for U.S. federal, state and local income tax purposes, including filing any elections or other forms with any relevant taxing authority.

**14. Representation of the fund.** The Fund will be bound towards third parties by the sole signature of the General Partner represented by its legal representatives or any other person to which such power has been delegated by the General Partner.

No Limited Shareholder shall represent the Fund.

**15. Liability of the general partner and limited shareholders.** The General Partner shall be liable without any limits with the Fund for all debts and losses which cannot be recovered on the Fund's assets.

The Limited Shareholders shall refrain from acting on behalf of the Fund 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 Commitment.

**16. Delegation of powers.** The General Partner may, at any time, appoint officers or agents of the Fund as required for the affairs and management of the Fund, provided that the Limited Shareholders cannot act on behalf of the Fund without losing the benefit of their limited liability. 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 officers or agent's responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of his agency.

**17. Dissolution, Incapacity of the general partner.** The Fund shall be dissolved in the case of the General Partner's dissolution, resignation, insolvency or bankruptcy or for any other reason provided under applicable law where it is impossible for the General Partner to act.

**18. Conflict of interests.** In the event that the Fund is presented with an investment proposal involving a property owned (in whole or in part) by a Limited Shareholder, the General Partner, Consultant or any Affiliate thereof, or involving any portfolio company the shares of which are held by, or which has borrowed funds from any of the aforementioned Persons, (including any managed, advised, or sponsored investment funds), such Person will fully disclose such conflict of interest to the General Partner who shall inform the Limited Shareholders accordingly.

In the event that the Fund is presented with an investment proposal in a property or portfolio company which was or is advised by the General Partner, Consultant or any Affiliate thereof, the terms of such advisory work shall be fully disclosed

to the General Partner and/or the Limited Shareholders, prior to the General Partner making a decision on such proposed investment.

The Fund will enter into all transactions on an arm's length basis. The General Partner will inform the Limited Shareholders of any business activities in which the General Partner, Consultant or any Affiliate thereof are involved and which could create an opportunity for conflicts of interest to arise in relation to the Fund's investment activity and of any proposed investments in which any Investor has a vested interest.

The General Partner, Consultant or any of their Affiliates may from time to time provide property development, property management, facilities management and other professional services to the Fund, its Subsidiaries or Real Estate investments. Any such services shall be provided at prevailing market rates for like services under a professional service agreement (which shall include fee ranges) and a project specific contract (specifying the terms of reference and fees applicable in respect of the specific property for which services are to be provided).

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

#### Chapter IV. - General meeting of shareholders

**19. Powers of the general meeting of shareholders.** Any regularly constituted general meeting of the Shareholders of the Fund shall represent the entire body of Shareholders of the Fund. The general meeting of the Shareholders shall deliberate only on the matters which are not reserved to the General Partner by the Articles of Incorporation or Luxembourg law.

In accordance with and to the extent provided for in the Company Law, and at the exclusion of what is provided under Article 12 of these Articles of Incorporation, no decision of the general meeting of Shareholders will be validly taken without the prior approval of the General Partner.

**20. Annual general meeting.** The annual general meeting of the Shareholders is held at the registered office of the Fund or at any other location in the City of Luxembourg on the last Friday of May (unless such date is not a Business Day, in which case the meeting will take place on the next Business Day) at 02.00 p.m. (Luxembourg time) or at any such time and place as indicated in the relevant convening notices. The first annual general meeting of Shareholders will be held in 2015.

**21. Other general meeting.** General meetings of Shareholders shall be called by the General Partner, or by Shareholders holding a minimum of 10% of the Fund's share capital.

Such other general meetings will be held at such places and times as may be specified in the respective notices convening the meeting.

Shareholders of a Class may hold, at any time, general meetings to decide on any matters, which relate exclusively to such Class. Resolutions at a general meeting of Shareholders of a Class are passed in accordance with the Company Law and the Articles of Incorporation.

Moreover, any resolution of the general meeting of Shareholders of the Fund, affecting the rights of the Shareholders of any Class vis-à-vis the rights of the Shareholders of any other Class shall be subject to a resolution of the general meeting of Shareholders of such Class in accordance with the Company Law.

**22. Convening notice.** The general meeting of the Shareholders is convened by the General Partner in compliance with the law.

As all Shares are in registered form, convening notices to all general meetings of the Shareholders are sent by registered mail by the Administrative Agent to all Shareholders at their registered address at least eight (8) calendar days prior to the date of the meeting. Such notices will indicate the time and place of such meeting and the conditions of admission thereto, will contain the agenda and will refer to the requirements of Luxembourg law with regard to the necessary quorum and majorities at such meeting.

If all 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 Shareholders can waive all convening requirements and formalities.

**23. Presence, Representation.** All Shareholders are entitled to attend and speak at all general meetings of the Shareholders.

A Shareholder may act at any general meeting of the Shareholders by appointing in writing or by telefax, cable, telegram, telex, e-mail as his proxy another Person who need not be a Shareholder himself.

Are deemed to be present, for the quorum and the majority requirements, the Shareholders participating in the general meeting of Shareholders by videoconference, conference call or by other means of telecommunication allowing for their identification. These means must comply with technical features guaranteeing an effective participation to the meeting whereof the deliberations are retransmitted in a continuing way.

**24. Vote.** Each Share entitles the holder thereof to one vote.

Unless otherwise provided by law or by the Articles of Incorporation, all resolutions of the annual or ordinary general meeting of the Shareholders shall be taken by simple majority of the vote cast, regardless of the proportion of the capital represented but it being understood that any resolution shall validly be adopted only with the approval of the General Partner.

**25. Proceedings.** The general meeting of the Shareholders shall be chaired 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 shall elect one scrutineer to be chosen from the Shareholders present or represented.

They together form the bureau of the general meeting of the Shareholders.

**26. Minutes.** The minutes of the general meeting of the Shareholders shall be signed by the chairman of the meeting, the secretary and the scrutineer.

Copies or extracts of these minutes to be produced in judicial proceedings or otherwise shall be signed by the General Partner.

#### **Chapter V. - Business year, Distribution of profits**

**27. Financial year, Reporting, Financial and other information to investors.** The Fund's financial year begins on the 1 January and ends on 31 December of each year. The first financial year of the Fund began on the date of its incorporation and ended on 31 December 2014.

In respect of each financial year, the General Partner will distribute to each shareholder an annual report, which will be established in accordance with Luxembourg GAAP, including audited financial statements for the Fund, within six (6) months after the end of such financial year.

Any financial and other information concerning the Fund as prescribed by the SIF Law and the AIFM Law, including without limitation, the Net Asset Value per Share, the issue prices of Shares, the past performance of the Fund, as well as any material changes thereof, will be made available free of charge to each investor before they invest in the Fund on any Business Day during normal business hours at the registered office of the Fund and at such places as specified in the Private Placement Memorandum.

Furthermore, the Fund will also make available at its registered and at such places or in any such manner as specified in the Private Placement Memorandum to each investor any other information as prescribed by the SIF Law and the AIFM Law, including in particular and without limitation the percentage of the Fund's assets which are subject to special arrangements arising from their illiquid nature, the risk profile of the Fund, the risk management systems employed for managing the risks to which the Fund is or may be exposed to, the total amount of leverage calculated in accordance with the gross and commitment methods employed by the Fund.

Under the conditions set forth in Luxembourg laws and regulations, each investor should note that one or more investor (s) of the Fund may obtain a preferential treatment as regards, amongst others, the fees to be paid, the various reports and information to be received, the right to be consulted and/or represented in advisory and/or any other Fund's committees (if any), and the co-investment opportunities. Further details on any such preferential treatment, including the type of investors who may obtain such preferential treatment will be made available to all investors at the registered office of the Fund during usual business hours.

**28. Auditors.** The accounting data related in the annual report of the Fund shall be examined by one or several authorised independent auditors appointed by the general meeting of Shareholders and are remunerated by the Fund.

The authorised independent auditors shall fulfil all duties prescribed by the SIF Law.

**29. Distribution.** The Shareholders' Meeting shall decide on dividends and the appropriation of distributable assets upon proposal from the General Partner and within the limits provided by law. The General Partner may distribute interim dividends within the limits provided by law. There will be no distribution in-kind without prior approval of the relevant Shareholder(s).

The General Partner, at its discretion and within the limits provided for by law, may itself decide, or propose a general meeting of the relevant Shareholders to resolve, to distribute, through interim or annual dividends respectively, the amounts available for distribution, as set out below, provided that no distribution will be made if as a result, the share capital of the Fund falls below the legal minimum capital of EUR 1,250,000.-.

All distributions will be made net of any income, withholding and similar taxes payable by the Fund, including, for example, any withholding taxes on interest or dividends received by the Fund and capital gains taxes and withholding taxes on the Fund's investments. To the extent the Fund or any subsidiary through which the Fund holds an investment is subject to withholding or other taxes, or the Fund is subject to withholding taxes with respect to any amounts distributed to an Investor by the Fund, each Shareholder's share of such withholding or other taxes, as determined by the General Partner in its reasonable discretion, shall be treated for all purposes of this agreement as distributed to such Shareholder.

Any Commitments drawn down to pay Management Fees, such as defined in the Private Placement Memorandum, may be redrawn down in the event that amounts equivalent to such Capital Calls have, in the meantime, been distributed to Limited Shareholders of the relevant Class. For such purposes, any such distributions shall increase such Limited Shareholders' Undrawn Commitments.

Distributions will in principle be made in cash.

Net proceeds attributable to the sales of interests in Real Estate, target companies, and any dividends, interest income, or other distributions or return of capital received by the Fund, less (i) all principal and interest payments on any third-party indebtedness attributable to the Fund and other sums due to such lenders, (ii) cash used to pay, or held as reserves for, expenses, liabilities and obligations attributable to the Fund and (iii) any fees due to the General Partner, service providers or any of their Affiliates shall be distributed promptly to Investors in proportion to their respective shareholdings in the Fund in the following order of priority:

a) Firstly, Class A Shareholders shall receive distributions until they have received a cumulated amount representing a rate of 7% per annum, non capitalized, based on their Net Paid In Amount (provided that the Net Paid In Amount is positive) calculated on a daily basis and expressed annually (the "Class A Preferred Return");

b) Secondly, Class B Shareholders shall receive distributions until they have received a cumulated amount representing a rate of 2% per annum, non-capitalized, based on their Net Paid In Amount (provided that the Net Paid In Amount is positive) calculated on a daily basis and expressed annually (the "Class B Preferred Return");

c) Thirdly, Class C Shareholders shall receive distributions until they have received a cumulated amount representing 17.65% of the amount received by Class B Shareholders pursuant to paragraph b) above (the "Class C Catch-Up");

d) Fourthly, Class B Shareholders shall receive 85% of the distributions and Class C Shareholders 15% of the distributions until Class B Shareholders have received a cumulative amount in excess of the Class B Preferred Return up to a rate of 7% per annum, non-capitalized, of their Net Paid In Amount (provided that the Net Paid In Amount is positive) calculated on a daily basis and expressed annually, it being understood that such cumulative amount includes the amount received by Class B Shareholders pursuant to paragraph b) above;

e) Then, Class A Shareholders shall receive distributions until they have received an amount, out of the balance, representing the proportion of the General Partner's Commitments compared to the total of all the Shareholders' Commitments; and

f) Finally, Class B Shareholders shall receive 85% of the remainder and Class C Shareholders shall receive 15% of the remainder.

Distributions will be allocated in respect of each Share pro rata temporis depending on the date of issuance of such Share.

Following the philosophy of an active portfolio management, the Fund intends to reinvest proceeds from the sale of Real Estate, but such proceeds may also be distributed per the above provisions.

For U.S. federal income tax purposes, all income, gains, losses and deductions of the Fund shall be allocated as set forth in Appendix A.

## Chapter VI. - Dissolution, Liquidation

### 30. Causes of dissolution.

#### 30.1 Term of the Fund

The Fund will in principle be dissolved ipso jure on the expiration of its term, unless the General Partner decides to extend the term of the Fund in accordance with the Private Placement Memorandum, these Articles of Incorporation and the Company Law.

#### 30.2 Legal incapacity or inability to act of the General Partner

The Fund shall be dissolved in the case of the General Partner's dissolution, resignation, insolvency or bankruptcy or for any other reason provided under applicable law where it is impossible for the General Partner to act.

#### 30.3 Voluntary dissolution

At the proposal of the General Partner and unless otherwise provided by law and the Articles of Incorporation, the Fund may be dissolved prior to the end of its term by a resolution of the general meeting of the Shareholders adopted in the manner required to amend the Articles of Incorporation, and subject to the approval of the General Partner.

In particular, the General Partner shall submit to the general meeting of the Shareholders the dissolution of the Fund when all investments of the Fund have been disposed of or liquidated.

**31. Liquidation.** Upon the termination of the Fund, the assets of the Fund will be liquidated in an orderly manner and all investments or the Net Sales Proceeds from the liquidation of investments will be distributed to the Shareholders in proportion to their holding of Shares.

In case that the sale of shares in underlying companies is not possible at prices deemed reasonable by the General Partner at the time of liquidation due to market or company specific conditions, the General Partner reserves the right to distribute all or part of the Fund's assets in kind to the respective Shareholders in compliance with the principle of equal treatment of shareholders.

## Chapter VII. - Final provisions

**32. The depositary.** To the extent required by the SIF Law and the AIFM Law, the Fund shall enter into a Depositary Agreement with a banking or saving institution as defined by the Luxembourg law of 5 April 1993 on the financial sector, as amended from time to time.

The Depositary shall fulfil the duties and responsibilities as provided for by the SIF Law, the AIFM Law as well as by all other applicable Luxembourg laws and regulations.

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.

**33. Amendments of these articles of incorporation.** Unless what is specifically provided for the removal of the General Partner under Article 12, at any general meeting of the Shareholders convened in accordance with the Company Law to amend the Articles of Incorporation of the Fund, including its corporate object, or to resolve on issues for which the Company Law or these Articles of Incorporation refers to the conditions set forth for the amendment of the Articles of Incorporation (e.g. the extension of the term of the Fund), the quorum shall be at least one half of the share capital being present or represented. If such quorum requirement is not met, a second general meeting of Shareholders will be called which 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 of the Shareholders present or represented, provided that no resolution shall be validly passed unless approved by the General Partner.

**34. Indemnification.** As far as permitted by Luxembourg law, neither the General Partner, nor the Consultant, representatives or members of the Advisory Board or Advisory Committee, such as defined in the Private Placement Memorandum, or any sub-investment advisors, nor any of their Affiliates, shareholders, officers, directors, agents and representatives (collectively, the "Indemnified Parties") shall have any liability, responsibility or accountability in damages or otherwise to the Fund or any Shareholder, and the Fund agrees to indemnify, pay, protect and hold harmless each Indemnified Party from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys, defence, appeal and settlement of any and all suits, actions or proceedings instituted or threatened against the Indemnified Parties or the Fund) and all costs of investigation in connection therewith which may be imposed on, incurred by, or asserted against the Indemnified Parties, the Fund or in any way relating to or arising out of, or alleged to relate to or arise out of, any action or inaction on the part of the Fund, on the part of the Indemnified Parties when acting on behalf of the Fund or on the part of any agents when acting on behalf of the Fund; provided that the General Partner in its capacity as Unlimited Shareholder of the Fund shall be liable, responsible and accountable for and shall indemnify, pay, protect and hold harmless the Fund from and against, and the Fund shall not be liable to the General Partner for, any portion of such liabilities, obligations, losses, damages, penalties, actions, judgements, suits, proceedings, costs, expenses or disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys, defence, appeal and settlement of any and all suits, actions or proceedings instituted or threatened against the Fund and all costs of investigation in connection, therewith asserted against the Fund) which result from the General Partner fraud, gross negligence, wilful misconduct or material breach of the Private Placement Memorandum and the Articles of Incorporation.

In any action, suit or proceeding against the Fund, or any Indemnified Party relating to or arising, or alleged to relate to or arise, out of any such action or non-action, the Indemnified Parties shall have the right to jointly employ, at the expense of the Fund, counsel of the Indemnified Parties' choice, which counsel shall be reasonably satisfactory to the Fund, in such action, suit or proceeding. If joint counsel is so retained, an Indemnified Party may nonetheless employ separate counsel, but at such Indemnified Party's own expense.

If an Indemnified Party is determined to have committed a fraud, gross negligence or wilful misconduct, it will then have to reimburse all the expenses paid by the Fund on its behalf under the preceding paragraph.

Pursuant to the Subscription Agreement, each Investor agrees to indemnify and hold harmless the Fund and the General Partner from and against all losses, liabilities, actions, proceedings, claims, costs, charges, expenses or damages incurred or sustained by the Fund or the General Partner due to or arising out of (a) a breach of or any inaccuracy in representations, declarations, warranties and covenants made by such Investor in the Subscription Agreement or (b) the disposition or transfer of its Ordinary Shares contrary to such representations, declarations, warranties and covenants, and (c) any action, suit or proceeding based upon (i) the claim said representations, declarations, warranties and covenants were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Fund or the General Partner under any laws, or (ii) the disposition or transfer of such Investor's Ordinary Shares or any part thereof.

**35. Applicable law.** All matters not governed by these Articles of Incorporation shall be determined in accordance with the Company Law, the SIF Law, and the AIFM Law.



## Appendix A. US Federal Income Tax Allocations

### Part A. Definitions

For the purposes of this Appendix A, the following expressions shall have the following meanings:

"Adjusted Capital Account Deficit" means with respect to any Shareholder, the deficit balance in such Shareholder's capital account adjusted (i) by subtracting from such balance the adjustments, allocations and distributions described in US Treasury regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6); and (ii) by adding to such balance such Shareholder's share of Fund Minimum Gain and Shareholder Nonrecourse Debt Minimum Gain, determined pursuant to US Treasury regulations Sections 1.704-2(g) and 1.704-2(i)(5) and any amounts such Shareholder is obligated to restore pursuant to any provision of this Agreement or US Treasury regulations Section 1.704-1(b)(2)(ii)(C). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of US Treasury regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith;

"Carrying Value" means, with respect to any Fund asset, the asset's adjusted basis for US federal income tax purposes, except that the Carrying Values of all Fund assets shall be adjusted to equal their respective fair market values (as determined by the General Partner), in accordance with the rules set forth in US Treasury regulations Section 1.704-1(b)(2)(iv)(f), except as otherwise provided herein, immediately prior to: (a) the date of the acquisition of any additional Limited Shareholder's interest by any new or existing Shareholder in exchange for a Commitment or (b) the date of the distribution of Fund property (other than a pro rata distribution) to a Shareholder; provided that adjustments pursuant to the foregoing (a) and (b) shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Shareholders. The Carrying Value of any Fund asset distributed to any Shareholder shall be adjusted immediately prior to such distribution to equal its fair market value. The Carrying Value of any asset contributed by a Shareholder to the Fund will be the fair market value of the asset at the date of its contribution thereto. In the case of any asset that has a Carrying Value that differs from its adjusted tax basis, Carrying Value shall be adjusted by the amount of depreciation calculated for purposes of the definition of "Profits" and "Losses" rather than the amount of depreciation determined for US federal income tax purposes, and depreciation shall be calculated by reference to Carrying Value instead of tax basis once Carrying Value differs from tax basis;

"Nonrecourse Deductions" has the meaning as defined in US Treasury regulations Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a Fund taxable year equals the net increase, if any, in the amount of Fund Minimum Gain during such Fund taxable year reduced by any distributions during such taxable year of the Fund of proceeds of a Nonrecourse Liability that are allocable to an increase in Fund Minimum Gain, determined according to the provisions of US Treasury regulations Sections 1.704-2(c) and 1.704-2(h);

"Nonrecourse Liability" has the meaning as defined in US Treasury regulations Section 1.704-2(b)(3);

"Shareholder Nonrecourse Debt" has the meaning as defined in US Treasury regulations Section 1.704-2(b)(4);

"Shareholder Nonrecourse Debt Minimum Gain" means an amount with respect to each Shareholder Nonrecourse Debt equal to the Fund Minimum Gain that would result if such Shareholder nonrecourse debt were treated as a nonrecourse liability (as defined in US Treasury regulations Section 1.752-1(a)(2)) determined in accordance with US Treasury regulations Section 1.704-2(i)(3);

"Shareholder Nonrecourse Deductions" has the meaning as defined in US Treasury regulations Section 1.704-2(i)(2). The amount of Shareholder Nonrecourse Deductions with respect to a Shareholder Nonrecourse Debt for a Fund taxable year equals the net increase, if any, in the amount of a Shareholder Nonrecourse Debt Minimum Gain during such Fund taxable year attributable to such Shareholder Nonrecourse Debt, reduced by any distributions during that Fund taxable year to the Shareholder that bears the economic risk of loss for such Shareholder Nonrecourse Debt to the extent that such distributions are from the proceeds of such Shareholder Nonrecourse Debt and are allocable to an increase in Shareholder Minimum Gain attributable to such Shareholder Nonrecourse Debt, determined according to the provisions of US Treasury regulations Sections 1.704-2(h) and 1.704-2(i);

"Fund Minimum Gain" has the meaning as defined in US Treasury regulations Sections 1.704-2(b)(2) and 1.704-2(d);

"Profit and Losses" means for each accounting period, the taxable income or loss of the Fund, or particular items thereof, determined in accordance with the accounting method used by the Fund for US federal income tax purposes with the following adjustments: (a) all items of income, gain, loss or deduction allocated pursuant to paragraphs 3 through 7 of this Appendix A shall not be taken into account in computing such taxable income or loss; (b) any income of the Fund that is exempt from US federal income taxation and not otherwise taken into account in computing Profits and Losses shall be added to such taxable income or loss; (c) if the Carrying Value of any asset differs from its adjusted tax basis for US federal income tax purposes, any gain or loss resulting from a disposition of such asset shall be calculated with reference to such Carrying Value; (d) upon an adjustment to the Carrying Value of any asset, pursuant to the definition of Carrying Value (other than an adjustment in respect of depreciation), the amount of the adjustment shall be included as gain or loss in computing such taxable income or loss; (e) if the Carrying Value of any asset differs from its adjusted tax basis for US federal income tax purposes, the amount of depreciation, amortization or cost recovery deductions with respect to such asset for purposes of determining Profits and Losses shall be an amount which bears the same ratio to such Carrying Value as the US federal income tax depreciation, amortisation or other cost recovery deductions bears to such adjusted tax basis

(provided that if the US federal income tax depreciation, amortization or other cost recovery deduction is zero, the General Partner may use any reasonable method for purposes of determining depreciation, amortisation or other cost recovery deductions in calculating Profits and Losses); and (f) except for items in (a) above, any expenditures of the Fund not deductible in computing taxable income or loss, not properly capitalisable and not otherwise taken into account in computing Profits and Losses pursuant to this definition shall be subtracted from such income or loss.

### **Part B. US Federal Income Tax**

1. For US federal income tax purposes only, allocations of income, gain, losses and deductions shall be made to the relevant capital account (each being a "Capital Account") of the Shareholders in a manner that as closely as possible gives economic effect to the terms of this Agreement. Each contribution of each Shareholder shall be credited to the Capital Account of such Shareholder on the date such contribution is made or advanced to the Fund. In addition, each Shareholder's Capital Account shall be:

(i) credited with (i) such Shareholder's allocable share of any income and gain of the Fund and (ii) the amount of any Fund liabilities that are assumed by the Shareholder or secured by any Fund property distributed to the Shareholder;

(ii) debited with (i) distributions to such Shareholder of cash or the fair market value of other property; (ii) such Shareholder's allocable share of losses and deductions of the Fund and expenditures of the Fund described or treated under Section 704(b) as described in Section 705(a)(2)(B) of the Code; and (iii) the amount of any liabilities of the Shareholder assumed by the Fund or which are secured by any property contributed by the Shareholder to the Fund;

(iii) otherwise maintained in accordance with the rules of US Treasury regulations Section 1.704-1(b)(2)(iv), as the same may be amended from time to time.

Any other item that is required to be reflected in a Shareholder's Capital Account under Section 704(b) of the Code, the US Treasury regulations or otherwise under this Agreement shall be so reflected. Capital Accounts shall be appropriately adjusted to reflect transfers of part (but not all) of a Shareholder's interest in the Fund. Interest shall not be payable on Capital Account balances.

2. Except as otherwise provided in this Agreement, Profits, Losses and, to the extent necessary, individual items of income, gain, loss or deduction shall be allocated in a manner such that the Capital Account of each Shareholder, immediately after making such allocation is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made if the Fund were dissolved, its affairs wound up and its assets sold for cash equal to their Carrying Value, all Fund liabilities (including liabilities allocated to the Fund from an entity treated as a Fund for US federal income tax purposes in which the Fund is a Shareholder) were satisfied (limited with respect to each nonrecourse liability to the Carrying Value of the assets securing such liability) and the net assets of the Fund were distributed to the Shareholders immediately after making such allocation, minus (ii) such Shareholder's share of Fund Minimum Gain and Shareholder Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets, minus (iii) in the case of each Limited Shareholder, the amount of any contribution then required to be made by such Limited Shareholder.

3. Minimum Gain Chargeback. If there is a net decrease in Fund Minimum Gain or Shareholder Nonrecourse Debt Minimum Gain (determined in accordance with the principles of US Treasury regulations Sections 1.704-2(d) and 1.704-2(i)) during any Fund taxable year, the Shareholders shall be specially allocated items of Fund income and gain for such year (and, if necessary, subsequent years) in an amount equal to their respective shares of such net decrease during such year, determined pursuant to US Treasury regulations Sections 1.704-2(g) and 1.704-2(i)(5). The items to be so allocated shall be determined in accordance with US Treasury regulations Section 1.704-2(f). This paragraph 3 of this Appendix A is intended to comply with the minimum gain chargeback requirements in such US Treasury regulations Sections and shall be interpreted consistently therewith; including that no chargeback shall be required to the extent of the exceptions provided in US Treasury regulations Sections 1.704-2(f) and 1.704-2(i)(4).

4. Qualified Income Offset. In the event that any Shareholder unexpectedly receives an adjustment, allocation or distribution described in Treasury US Treasury regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that causes or increases such Shareholder's Adjusted Capital Account Deficit, such adjustment, allocation or distribution shall be allocated among items of income and gain in an amount and manner sufficient to eliminate, to the extent required by the Treasury US Treasury regulations, such deficit balance as quickly as possible. This Appendix A is intended to comply with the alternate test for economic effect set forth in Treasury US Treasury regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted and applied in a manner consistent therewith.

5. No Excess Deficit. To the extent that any Shareholder has or would have, as a result of an allocation of Loss (or item thereof), a deficit Adjusted Capital Account Balance, such amount of Loss (or item thereof) shall be allocated to the other Shareholders in accordance with paragraph 2 of this Appendix A, but in a manner which will not produce a deficit Adjusted Capital Account Balance as to such Shareholders. To the extent such allocation would result in all Shareholders having a deficit Capital Account Balance, such Loss shall be allocated to the General Partner.

6. Nonrecourse Deductions. Nonrecourse Deductions shall be allocated to the Shareholders in accordance with their respective Capital Account balances.

7. Shareholder Nonrecourse Deductions. Shareholder Nonrecourse Deductions for any taxable period shall be allocated to the Shareholder who bears the economic risk of loss with respect to the liability to which such Shareholder Nonrecourse Deductions are attributable in accordance with US Treasury regulations Section 1.704-2(j).

8. Curative Allocation. Any special allocations of income or gain pursuant to paragraphs 3 through 7 of this Appendix A shall be taken into account in computing subsequent allocations pursuant to paragraphs 2 and 8 of this Appendix A, so that the net amount of any items so allocated and all other items allocated to each Shareholder shall, to the extent possible, be equal to the net amount that would have been allocated to each Shareholder if such allocations pursuant to paragraphs 4 or 5 of this Appendix A had not occurred.

9. For US federal income tax purposes only, each item of income, gain, loss and deduction of the Fund shall be allocated among the Shareholders in the same manner as the corresponding items of Profits and Losses and specially allocated items are allocated for Capital Account purposes; provided that in the case of any Fund Asset the Carrying Value of which differs from its adjusted tax basis for US federal income tax purposes, income, gain, loss and deduction with respect to such asset shall be allocated solely for income tax purposes in accordance with the principles of Sections 704(b) and (c) of the Code (in any manner determined by the General Partner) so as to take account of the difference between Carrying Value and adjusted basis of such asset.

10. The Shareholders agree that the Class C Ordinary Shares are intended to be treated as "Profits Interests" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343, and shall be interpreted in a manner consistent therewith.

11. For US federal income tax purposes only, the "tax matters partner" for purposes of Section 6231(a)(7) of the Code shall be the General Partner. The General Partner shall have all of the rights, duties, powers and obligations provided for in Sections 6221 through 6232 of the Code with respect to the Fund.

#### *Declaration*

Whereof, the present deed is drawn up in Esch-sur-Alzette in the office of the enacting notary, 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 only, in accordance with article 26 of the Luxembourg law of 13 February 2007 relating to specialised investment funds, as amended whereas the company representatives will deliver on first request to any public administration or service the required or necessary applicable translation of any statutory or other dispositions contained herein as the notary is not enabled or in charge of any translation procedures.

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

Signé: S. Bernard, C. Ramier, Jean-Paul Meyers.

Enregistré à Esch/Alzette Actes Civils, le 29 mars 2016. Relation: EAC/2016/7599. Reçu soixante-quinze euros 75,00 €.

*Le Receveur* (signé): Monique Halsdorf.

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 29 mars 2016.

Jean-Paul MEYERS.

Référence de publication: 2016087834/1098.

(160055386) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

---

**BlueMountain Montenvers Master Fund SCA SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.**

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

R.C.S. Luxembourg B 176.346.

In the year two thousand and sixteen, on the second day of February.

Before Maître Henri Hellinckx, notary residing in Luxembourg,

Was held

an extraordinary general meeting of the shareholders (the "Meeting") of BlueMountain Montenvers Master Fund S.C.A., SICAVSIF, an investment company with variable capital qualifying as specialized investment fund (société d'investissement à capital variable - fonds d'investissement spécialisé), in the form of a partnership limited by shares (société en commandite par actions), having its registered office at 6D, route de Trèves, L-2633 Senningerberg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B 176.346, incorporated pursuant to a deed of Maître Martine Schaeffer, notary residing in Luxembourg, on 18 January 2013 (the "Company").

The Meeting was opened at 11.30 am.

The Meeting was opened with Zuzanna Karas, Arendt & Medernach S.A., professionally residing in Luxembourg, in the chair.

The chairman appointed Houda Bourrich, Arendt & Medernach S.A., professionally residing in Luxembourg, as secretary.

The Meeting elected Laetitia Duren, Arendt & Medernach S.A., professionally residing in Luxembourg, as scrutineer. The bureau of the Meeting having thus been constituted, the chairman declared and requested the notary to state that:

I. All the shares being registered shares, the present extraordinary general meeting has been convened by convening notices sent to all the registered shareholders by registered mail on 7 January 2015.

II. The Shareholders represented by virtue of proxies and the number of shares held by them are indicated on an attendance list, signed by the chairman, the secretary, the scrutineer and the undersigned notary. The said list, as well as the proxies signed by the Shareholders, will remain attached to the present deed for registration purposes.

III. It appears from such attendance list mentioned here above that out of 1,393,640 outstanding shares, 1,378,400 shares as well as the Management Share are present or represented at the Meeting. The Meeting may thus validly deliberate on the agenda;

IV. The agenda of the Meeting is the following:

#### *Agenda*

Amendments of the articles of association of the Company (the “Articles”) for the purpose of compliance of the Articles with ERISA provisions under US law and to provide for certain more generalized terms in order to facilitate the use of the Company’s Private Placement Memorandum (the “PPM”) as the means for setting forth the material rights and obligations of shareholders in the Company, notably:

1. Amendment to article 9.5 to conform to the PPM’s wording on the issuance of shares;
2. Amendment to article 9.7 to remove the reference to class for ERISA compliance in accordance with the PPM;
3. Addition of a new article 9.12 to conform to the PPM right to reject subscription orders;
4. Amendment to article 11 to provide additional flexibility in respect of share redemptions as reflected in the PPM;
5. Addition of a new article 12 relating to the limitation of ownership of shares for regulatory, tax or similar compliance purposes;
6. Amendment to previous article 12.2 to conform to the PPM’s use of “Net Asset Value” and “NAV”;
7. Addition of a new article to be numbered 14.6 to provide shareholders with additional flexibility to withdraw a subscription or redemption order following a suspension event;
8. Amendment to previous article 20.4 to conform to the PPM in relation to cases where the Company shall indemnify the General Partner or any service providers;
9. Amendment to previous article 30.2 to describe the treatment of liquidation deposits in accordance with Luxembourg law;
10. Amendment to the numbering and all cross-references in the Articles further to the insertion of the new article 12;
11. Miscellaneous.

These facts having been exposed and recognized as true by the Meeting, and further to the receipt of a letter from the Luxembourg Commission de surveillance du secteur financier (the “CSSF”) dated 27 January 2015 in which the CSSF approved the amended version of the Articles that had been submitted to it on 15 December 2014, and in order to amend the Articles for the purpose of compliance of the Articles with ERISA provisions under US law and to provide for certain more generalized terms in order to facilitate the use of the PPM as the means for setting forth the material rights and obligations of shareholders in the Company, the Meeting, after deliberation, unanimously took the following resolutions:

#### *First resolution*

The Meeting RESOLVES to amend article 9.5 of the Articles which shall read as follows:

“ 9.5. Shares may be designated in series (each a Series), each corresponding to a specific period of issuance and to a specific equity holder of a subscriber, so that each subscriber whose application for the issue of Shares that is accepted as of a particular date shall receive Shares of a Series unique to each of such subscriber’s underlying equity holders investing on such date. Shares of each Series within a specific Class will have the same characteristics as the Shares of each other Series of that Class, differing only in respect of their issue date and thus in respect of any right or obligation based on such issue date.”

#### *Second resolution*

The Meeting RESOLVES to amend article 9.7 of the Articles which shall read as follows:

“ 9.7. The General Partner may impose conditions on the issue of Shares (including without limitation the execution of such subscription documents and the provision of such information as the General Partner may determine to be appropriate) and may fix a minimum subscription level. Any conditions to which the issue of Shares may be submitted shall be detailed in the Private Placement Memorandum. The issue price of Shares is determined by the General Partner as fully described in the Private Placement Memorandum. “

#### *Third resolution*

The Meeting RESOLVES to add a new article 9.12 which shall read as follows:

“ 9.12. The Fund may reject any subscription in whole or in part, and the General Partner may, at any time and from time to time and in its absolute discretion without liability and without notice, discontinue the issue and sale of Shares of any Class.”

*Fourth resolution*

The Meeting RESOLVES to restate article 11 of the Articles which shall now read as follows:

**Art. 11. Redemption of Shares.**

11.1 The General Partner shall determine whether Shareholders may request the redemption of all or part of their Shares by the Fund or not, and reflect the terms and procedures applicable in the Private Placement Memorandum and within the limits provided by law and these Articles.

11.2 The Redemption Price shall be determined in accordance with the rules and guidelines fixed by the General Partner and reflected in the Private Placement Memorandum in accordance with such policy as the General Partner may from time to time determine, provided that the written confirmation of the shareholding has been received by the Fund. If, as a result of any request for redemption, the number or the aggregate Net Asset Value of the Shares held by any Shareholder would fall below such number or such value as determined by the General Partner, then the Fund may decide that this request be treated as a request for redemption for the full balance of such Shareholder’s holding of Shares.

11.3 Furthermore, as specified in the Private Placement Memorandum, if, with respect to any given Valuation Day (as defined in Art. 14 hereof), redemption requests pursuant to this article exceed a certain level determined by the General Partner in relation to the number of Shares in issue, the General Partner may decide that part or all of such requests for redemption will be deferred for a period and in a manner that the General Partner considers to be in the best interest of the Fund. Following that period, with respect to the next relevant Valuation Day, these redemption requests will be met in priority to later requests.

11.4 The General Partner may compulsorily redeem the Shares of any Shareholder in accordance with the Private Placement Memorandum. In addition, the Shares may be redeemed compulsorily in accordance with Art. 12 “Limitation on the ownership of shares” herein.

11.5 All reasonable costs and expenses associated with any redemption are charged against the Net Asset Value of the redeeming Shareholder’s Shares. Redemption proceeds shall generally be paid in cash; provided that the Fund may, with the consent of the redeeming Shareholder, pay redemption proceeds in securities or partly in cash and partly in securities.

11.6 The General Partner may suspend the right of redemption under certain circumstances as set out in the Private Placement Memorandum.

11.7 Redeemed Shares shall be cancelled in the books of the Fund.”

*Fifth resolution*

The Meeting RESOLVES to add a new article 12 in the Articles which shall read as follows:

**“ Art 12. Limitation on the ownership of Shares.**

12.1 The General Partner may restrict or prevent the direct or indirect ownership of Shares in the Fund by any person, firm, partnership or corporate body, including through a mandatory redemption of Shares, if in the sole opinion of the General Partner such holding may be detrimental to the interests of the existing Shareholders or of the Fund, if it may result, for example, in a breach of any law or regulation, whether Luxembourg or foreign, or if as a result thereof the Fund may become exposed to tax disadvantages, fines or penalties that it would not have otherwise incurred or for any reasons as specified in the Private Placement Memorandum (such persons, firms, partnerships or corporate bodies, precluded from holding Shares in the Fund, to be determined by the General Partner and herein referred to as Prohibited Persons).

12.2 For such purposes, the General Partner may, at its discretion and without liability:

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 may eventually result in the legal or beneficial ownership of said Share by a Prohibited Person;

b) at any time require any person whose name is entered in, or any person seeking to register the transfer of Shares in the register of Shareholders, to furnish it with any information, supported by an affidavit, which it may consider necessary for the purpose of determining whether or not beneficial ownership of such Shareholder’s Shares rests in a Prohibited Person, or whether such registry will result in beneficial ownership of such Shares by a Prohibited Person; or

c) where it appears to the General Partner that any Prohibited Person is a beneficial owner of Shares, direct such Shareholder to sell his Shares and to provide to the General Partner evidence of the sale within thirty (30) days of the notice. If such Shareholder fails to comply with the direction, the General Partner may compulsorily redeem or cause to be redeemed from any such Shareholder all Shares held by such Shareholder in the following manner:

1. The General Partner shall serve a notice (the Redemption Notice) upon the holders of Shares subject to compulsory repurchase; the Redemption Notice shall be sent not less than two business days’ notice expiring on any relevant Valuation Day and shall specify the Shares to be repurchased as aforesaid, the Redemption Price (as defined here below) to be paid for such Shares and the place at which this price is payable. Any such notice may be served upon such Shareholder by registered mail, addressed to such Shareholder at his address as indicated in the register of Shareholders. The said Share-

holder may continue to request redemption of its Shares free of charge prior to the effective date for the compulsory redemption.

Immediately after the close of business on the settlement date in respect of the relevant Valuation Day specified in the Redemption Notice for the compulsory redemption, such Shareholder shall cease to be the owner of the Shares specified in the Redemption Notice.

2. The price at which the Shares specified in any Redemption Notice shall be purchased (the Redemption Price) shall be an amount based on the Net Asset Value per Share of the relevant Series in respect of the Valuation Day specified by the General Partner in the Redemption Notice less any service charge provided therein.

3. Subject to all applicable laws and regulations, payment of the Redemption Price will be made to the former owner of such Shares in the currency in which the Shares are denominated or in the currency fixed by the General Partner for the payment of the Redemption Price of the Shares of the relevant Series, and will be deposited by the Fund with a bank in Luxembourg or elsewhere (as specified in the Redemption Notice) for payment to such former owner upon final determination of the Redemption Price. Upon deposit of such Redemption Price as aforesaid, no person interested in the Shares specified in such Redemption Notice shall have any further interest in such Shares or any claim against the Fund or its assets in respect thereof, except the right of the Shareholder appearing as the former owner thereof to receive the Redemption Price so deposited (without interest) from such bank. Any funds receivable by a former owner under this paragraph, but not collected within a period of six months from the date specified in the purchase notice, shall be deposited with the “Caisse de Consignation”. The General Partner shall have power from time to time to take all steps necessary to perfect such reversion and to authorize such action on behalf of the Fund.

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

12.3 The General Partner may also, at its discretion and without liability, decline to accept the vote of any Prohibited Person at any meeting of Shareholders of the Fund.

12.4 Prohibited Person includes any non Well-Informed Investor within the meaning of article 2 of the 2007 Law.”

*Sixth resolution*

The Meeting RESOLVES to amend previous article 12.2 of the Articles which shall be renumbered 13.2 read as follows:

“ **13.2.** The Net Asset Value per Share is calculated on a Series by Series basis on such frequency as set forth in the Private Placement Memorandum.”

*Seventh resolution*

The Meeting RESOLVES to add a new article 14.6 under previous article 13 to be renumbered 14 which shall read as follows:

**14.6.** “Suspended subscription and redemption applications may be withdrawn by written notice provided that the Fund receives such notice before the suspension ends.”

*Eighth resolution*

The Meeting RESOLVES to amend previous article 20.4 to be renumbered 21.4 which shall read as follows:

“ **21.6.** The Fund shall indemnify, out of the assets of the Fund, any member of the board of managers of the General Partner, the General Partner, the investment advisor(s), the investment manager(s), the custodian, the administrative agent, the registrar and transfer agent and their affiliates as well as any officer and their heirs, executors and administrators against all losses, liabilities, damages, suits, costs, expenses reasonably incurred by them in connection with any action, suit proceeding to which they may be made a party by reason of them being or having been a member of the board of managers of the General Partner, the General Partner, the investment advisor(s), the investment manager(s), the custodian, the administrative agent, the registrar and transfer agent and their affiliates or officer or, at its request, being or having been a member of any other entity of which the Fund is an investor or creditor and from which they are not entitled to be indemnified, except in relation to matters in respect of which they may be finally declared to be liable for willful misconduct, bad faith, fraud, or gross negligence (as determined under New York law); in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Fund is advised by counsel that the person to be indemnified did not commit such a willful misconduct, bad faith, fraud or gross negligence (as determined under New York law).”

*Ninth resolution*

The Meeting RESOLVES to amend previous article 30.2 to be renumbered 31.2 which shall read as follows:

“ **31.2.** Any liquidation proceeds that cannot be distributed to their beneficiaries upon the implementation of the liquidation will be deposited with the Luxembourg “Caisse de Consignation” which keep them available for the benefit of the

relevant Shareholders for the duration provided for by law. After this period, the balance will return to the State of Luxembourg.”

*Tenth resolution*

The Meeting RESOLVES to update the numbering of all articles and all cross-references further to the above resolutions and to correct some typos.

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

The undersigned notary, who understands and speaks English, states that the present deed is worded in English.

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

Signé: Z. KARAS, H. BOURRICH, L. DUREN et H. HELLINCKX.

Enregistré à Luxembourg Actes Civils 1, le 8 février 2016. Relation: 1LAC/2016/4364. Reçu soixante-quinze euros (75.- EUR).

*Le Receveur (signé): P. MOLLING.*

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

Luxembourg, le 23 mars 2016.

Référence de publication: 2016084027/201.

(160051096) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 mars 2016.

---

**Krisca S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 198.390.

Les statuts coordonnés suivant l'acte n° 2441 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2016082915/9.

(160049651) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 mars 2016.

---

**RPO King S.C.A., Société en Commandite par Actions.**

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

R.C.S. Luxembourg B 200.507.

Les statuts coordonnés ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 21 mars 2016.

Référence de publication: 2016083118/10.

(160049652) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 mars 2016.

---

**Etoile Promotions «AB» S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 140.973.

EXTRAIT

Il résulte des résolutions prises par l'associé unique de la Société le 31 mars 2016 les décisions suivantes:

- prendre note de la démission de M. Pascal Wagner, M. John Jones, M. François Glück et M. Boris Litty en tant qu'administrateurs de la Société avec effet au 31 mars 2016.

- prendre note de la démission de M. John Jones en tant que délégué à la gestion journalière de la Société avec effet au 31 mars 2016;

- nommer les personnes suivantes en tant qu'administrateurs de la Société avec effet au 31 mars 2016 et ce jusqu'au 31 mars 2022:

\* M. Martinus Weijermans, né le 26 août 1970 à s'Gravenhage, Pays-Bas, ayant son adresse professionnelle au 46A, avenue JF Kennedy, L-1855 Luxembourg, Grand-Duché de Luxembourg;

\* M- Robert Van 't Hoef, né le 13 janvier 1958 à Schiedam, Pays-Bas, ayant son adresse professionnelle au 4A, rue Bruch, L-6930 Mensdorf, Grand-Duché de Luxembourg;

\* M. Marcus Dijkerman, né le 5 novembre 1962 à Schiedam, Pays-Bas, ayant son adresse professionnelle au 46A, avenue JF Kennedy, L-1855 Luxembourg, Grand-Duché de Luxembourg;

\* M. Alexis Prevot, né le 5 juin 1974 à Strasbourg, France, ayant son adresse professionnelle au 211, Corniche Street, 3600 Abu Dhabi, Emirats Arabes Unis; et

\* M. Sultan AlHallami, né le 5 novembre 1986 à Abu Dhabi, Emirats Arabes Unis, ayant son adresse professionnelle au 211, Corniche Street, 3600 Abu Dhabi, Emirats Arabes Unis.

- transférer le siège social de la Société du 2, rue de l'Eau, L-1449 Luxembourg, Grand-Duché de Luxembourg au 13, rue Edward Steichen, L-2540 Luxembourg, Grand-Duché de Luxembourg;

- prendre note que le mandat de Société de Gestion Internationale S.à r.l. en tant que commissaire aux comptes de la Société a pris fin au 31 mars 2016; et

- nommer KPMG Luxembourg, une société coopérative ayant son siège social au 39, avenue John F. Kennedy, L-1855 Luxembourg, Grand-Duché de Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B149133 en tant que commissaire aux comptes de la Société avec effet au 31 mars 2016 et ce jusqu'à l'assemblée générale annuelle des actionnaires qui se tiendra en 2022.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Luxembourg, le 4 avril 2016.

Référence de publication: 2016088906/35.

(160057087) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 avril 2016.

---

### **Triton III LuxCo B 16 S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-1246 Luxembourg, 2C, rue Albert Borschette.

R.C.S. Luxembourg B 159.750.

#### — EXTRAIT

L'associé unique de la Société, par résolutions écrites datées du 30 mars 2016, a décidé, avec effet immédiat:

1 d'accepter la démission de Thomas Sonnenberg et Michiel Kramer en tant que gérants de la Société

2 de nommer les personnes suivantes en tant que gérants de la Société pour une période indéfinie:

- Monsieur John David Sutherland, demeurant professionnellement 9, rue Principale, L-6990 Hostert, Grand-Duché de Luxembourg

- Monsieur Andreas Neugebauer, demeurant professionnellement 157, rue de Bettembourg, L-5811 Fentange, Grand-Duché de Luxembourg

Dès lors, le conseil de gérance de la Société est composé de la manière suivante:

John David Sutherland, gérant

Andreas Neugebauer, gérant

Heiko Dimmerling, gérant

Mats Eklund, gérant

Antonis Tzanetis, gérant.

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

*Pour Triton III Luxco B 16 S.à r.l.*

Référence de publication: 2016090411/24.

(160058483) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 avril 2016.

---

### **Tamarindo Investments S.A., Société Anonyme.**

Siège social: L-2420 Luxembourg, 15, avenue Emile Reuter.

R.C.S. Luxembourg B 170.791.

—  
Les comptes annuels au 31/12/2015 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2016090422/9.

(160059116) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 avril 2016.

---