MEMORIAL

Journal Officiel du Grand-Duché de Luxembourg

MEMORIAL

Amtsblatt des Großherzogtums Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 2404 **27 septembre 2012**

SOMMAIRE

Desdan Holding S.A., Société Anonyme Holding.

Siège social: L-1413 Luxembourg, 3, place Dargent.

R.C.S. Luxembourg B 81.199.

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Les Actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE EXTRAORDINAIRE

qui aura lieu le *29 octobre 2012* à 09:00 heures au siège social à Luxembourg, avec l'ordre du jour suivant:

Ordre du jour:

- Délibération et décision sur la dissolution éventuelle de la société conformément à l'article 100 de la loi du 10 août 1915 sur les sociétés commerciales.

L'Assemblée Générale du 18 septembre 2012 n'a pas pu délibérer valablement sur le point 5 de l'ordre du jour, le quorum prévu par la loi n'ayant pas été atteint.

Le Conseil d'Administration.

Référence de publication: 2012119416/696/15.

Vendome Investissement S.A., Société Anonyme.

Siège social: L-2535 Luxembourg, 16, boulevard Emmanuel Servais.

R.C.S. Luxembourg B 93.832.

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The shareholders are hereby convened to attend the

ORDINARY GENERAL MEETING

which will be held at the registered office, on Tuesday, *16th October 2012* at 11.00 with the following agenda:

Agenda:

1. Reading of the Directors' Report on activity as at June 30, 2012 and of the Statutory Auditor Report for the exercise ending June 30, 2012;
2. Approval of the annual accounts as at June 30, 2012 and allocation of its net result;
3. Discharge to the Directors and to the Statutory Auditor for the exercise of their mandates as at June 30, 2012;
4. Nomination of the Directors and the Statutory Auditors;
5. Transfer of the registered office from 16, Boulevard Emmanuel Servais L-2535 Luxembourg to 26-28 Rives de Clausen, L-2165 Luxembourg;
6. Miscellaneous.

The board of Directors.

Référence de publication: 2012120999/10/19.

Duemme Sicav, Société d'Investissement à Capital Variable.

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

R.C.S. Luxembourg B 65.834.

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Notice is hereby given that the

ANNUAL GENERAL MEETING

of Shareholders (the "Meeting") of Duemme Sicav (the "Company") will be held at the registered office of the Company, as set out above, on *October 18, 2012* at 2 p.m., for the purpose of considering the following agenda:

Agenda:

1. Reports of the board of directors and of the auditor for the accounting year ended June 30, 2012.
2. Approval of the annual accounts for the accounting year ended June 30, 2012.
3. Allocation of the results.
4. Discharge to the directors in respect of the execution of their mandates for the accounting year ended June 30, 2012.
5. Composition of the board of directors.
6. Determination of directors' fees
7. Election or re-election of the "réviseur d'entreprise agréé" of the Company.
8. Miscellaneous.

The resolutions submitted to the Meeting do not require any quorum. They are adopted by the simple majority of the shares present or represented at the Meeting.

In order to attend the Meeting, the holders of bearer shares are required to deposit their share certificates five business days prior the date of the Meeting at the office of BNP Paribas Securities Services, Luxembourg Branch, 33, rue de Gasperich, L - 5826 Hesperange, where forms of proxy are available.

By order of the board of directors.

Référence de publication: 2012124452/755/26.

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

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

R.C.S. Luxembourg B 38.943.

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Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE STATUTAIRE

qui se tiendra le *15 octobre 2012* à 09:00 heures au siège social, avec l'ordre du jour suivant:

Ordre du jour:

1. Rapport de gestion du Conseil d'Administration et rapport du Commissaire aux Comptes
2. Approbation des comptes annuels et affectation des résultats au 31 mai 2012
3. Décharge aux Administrateurs et au Commissaire aux Comptes
4. Divers.

Le Conseil d'Administration.

Référence de publication: 2012124446/795/15.

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

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

R.C.S. Luxembourg B 18.621.

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Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE STATUTAIRE

qui aura lieu le *15 octobre 2012* à 10:00 heures au siège social, avec l'ordre du jour suivant:

Ordre du jour:

1. Rapport de gestion du Conseil d'Administration et rapport du Commissaire aux Comptes
2. Approbation des comptes annuels et affectation des résultats au 30 juin 2012
3. Décharge aux Administrateurs et au Commissaire aux Comptes
4. Divers

Le Conseil d'Administration.

Référence de publication: 2012124448/795/15.

Herinvest S.A., Société Anonyme.

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.

R.C.S. Luxembourg B 95.149.

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Mesdames et Messieurs les actionnaires sont priés d'assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le vendredi *19 octobre 2012* à 11.00 heures au siège social avec pour

Ordre du jour:

- Lecture du rapport de gestion du Conseil d'Administration et du rapport du commissaire aux comptes,
- Approbation des comptes annuels au 30 juin 2012 et affectation des résultats,
- Quitus à donner aux Administrateurs et au Commissaire aux Comptes,
- Nominations statutaires,
- Fixation des émoluments du Commissaire aux Comptes.

Pour assister ou être représentés à cette Assemblée, Mesdames et Messieurs les actionnaires sont priés de déposer leurs titres cinq jours francs avant l'Assemblée au siège social.

Le Conseil d'Administration.

Référence de publication: 2012124449/755/18.

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

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

R.C.S. Luxembourg B 19.734.

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Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE Statutaire

qui aura lieu le *16 octobre 2012* à 10:00 heures au siège social, avec l'ordre du jour suivant:

Ordre du jour:

1. Rapport de gestion du Conseil d'Administration et rapport du Commissaire aux Comptes
2. Approbation des comptes annuels et affectation des résultats au 30 juin 2012
3. Décharge aux Administrateurs et au Commissaire aux Comptes
4. Divers.

Le Conseil d'Administration.

Référence de publication: 2012124451/795/15.

2512 H S.A., Société Anonyme.

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.

R.C.S. Luxembourg B 152.678.

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L'Assemblée Générale Ordinaire réunie en date du 06 juin 2012 n'ayant pu délibérer valablement sur le point de l'ordre du jour, le quorum prévu par la loi n'ayant pas été atteint, Mesdames et Messieurs les actionnaires sont priés d'assister à

l'ASSEMBLEE GENERALE EXTRAORDINAIRE

qui se tiendra le mercredi *17 octobre 2012* à 10.30 heures au siège social avec pour

Ordre du jour:

Délibération et décision sur la dissolution éventuelle de l'activité de la société conformément à l'article 100 de la loi du 10 août 1915 sur les sociétés commerciales

Pour assister ou être représentés à cette assemblée, Mesdames et Messieurs les actionnaires sont priés de déposer leurs titres cinq jours francs avant l'Assemblée au siège social.

Le Conseil d'Administration.

Référence de publication: 2012113635/755/17.

Pembroke S.A., Société Anonyme.

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.

R.C.S. Luxembourg B 24.777.

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Mesdames et Messieurs les actionnaires sont priés d'assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le lundi *8 octobre 2012* à 10.00 heures au siège social avec pour

Ordre du jour:

1. Lecture des rapports de gestion du Conseil d'Administration et des rapports du Commissaire aux Comptes,
2. Approbation des comptes annuels au 30 juin 2011 et au 30 juin 2012 et affectation des résultats,
3. Quitus à donner aux Administrateurs et au Commissaire aux Comptes,
4. Décision à prendre quant à la poursuite de l'activité de la société,
5. Nominations statutaires,
6. Fixation des émoluments du Commissaire aux Comptes.

Pour assister ou être représentés à cette Assemblée, Mesdames et Messieurs les actionnaires sont priés de déposer leurs titres cinq jours francs avant l'Assemblée au siège social.

Le Conseil d'Administration.

Référence de publication: 2012117277/755/19.

Valiance Farmland SICAV-FIS, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-2346 Luxembourg, 20, rue de la Poste.

R.C.S. Luxembourg B 171.428.

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STATUTES

In the year two thousand and twelve on the eleventh of September.

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

THERE APPEARED:

(1) Valiance Farmland GP S.à r.l., a private limited liability company (société à responsabilité limitée) with registered office at Carré Bonn, 20, Rue de la Poste, L-2346 Luxembourg, P.O. Box 230, L-2012 Luxembourg, Grand Duchy of Luxembourg and incorporated under the laws of the Grand Duchy of Luxembourg pursuant to a deed of the Luxembourg notary Karine Reuther residing in Petange dated 27 August 2012, currently in the process of being registered with the Luxembourg Registre de Commerce et des Sociétés and whose articles of association have not yet been published in the Mémorial C, Recueil Spécial des Sociétés et Associations;

hereby represented by Camilo Luna, lawyer, professionally residing professionally in Luxembourg, by virtue of a proxy given under private seal; and

(2) Valiance Asset Management Limited, a company incorporated under the laws of Guernsey, having its registered office at NatWest House, Le Truchot, St Peter Port, Guernsey GY1 1WD, registered with the Records of the Island of Guernsey under number 49062;

hereby represented by Camilo Luna, lawyer, professionally residing professionally in Luxembourg, by virtue of a proxy given under private seal;

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

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

1. Art. 1. Form and Name.

1.1 There exists a société d'investissement à capital variable - fonds d'investissement spécialisé under the form of a partnership limited by shares (société en commandite par actions) under the name of "Valiance Farmland SICAV-FIS" (the Company).

1.2 The Company shall be governed by the law of 13 February 2007 relating to specialised investment funds (the 2007 Act), the law of 10 August 1915 on commercial companies, as amended (the Companies Act) (provided that in case of conflicts between the Companies Act and the 2007 Act, the 2007 Act shall prevail) as well as by these article of incorporation (the Articles).

2. Art. 2. Registered office.

2.1 The registered office of the Company is established in Luxembourg-City. It may be transferred within the boundaries of the municipality of Luxembourg-City (or elsewhere in the Grand Duchy of Luxembourg if and to the extent permitted under the Companies Act) by a resolution of the General Partner (as defined in article 15 below).

2.2 The General Partner shall further have the right to set up branches, offices, administrative centres and agencies wherever it shall deem fit, either within or outside of the Grand Duchy of Luxembourg.

2.3 Where the General Partner determines that extraordinary political or military developments or events have occurred or are imminent and that these developments or events would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances. Such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a partnership limited by shares incorporated in the Grand Duchy of Luxembourg.

3. Art. 3. Duration.

3.1 The Company is formed for an unlimited duration, provided that the Company will however be automatically put into liquidation upon the termination of a Compartment if no further Compartment is active at that time.

3.2 The Company may be dissolved with the consent of the General Partner by a resolution of the shareholders adopted in the manner required for the amendment of these Articles, as prescribed in article 21 hereto as well as by the Companies Act.

4. Art. 4. Corporate objects.

4.1 The exclusive purpose of the Company is to invest the funds available to it with the purpose of spreading investment risks and provide the shareholders with the results of its management.

4.2 The Company may take any measures and carry out any transaction, which it may deem useful for the fulfilment and development of its purpose and may, in particular and without limitation:

(a) make investments whether directly or through direct or indirect participations in subsidiaries of the Company or other intermediary vehicles;

(b) borrow money in any form or obtain any form of credit facility and raise funds through, including, but not limited to, the issue of equity, bonds, notes, promissory notes, and other debt or equity instruments;

(c) advance, lend or deposit money or give credit to companies and undertakings;

(d) enter into any guarantee, pledge or any other form of security, whether by personal covenant or by mortgage or charge upon all or part of the assets (present or future) of the Company or by all or any of such methods, for the performance of any contracts or obligations of the Company, or any director, manager or other agent of the Company, or any company in which the Company or its parent company has a direct or indirect interest, or any company being a direct or indirect shareholder of the Company or any company belonging to the same group as the Company;

(e) enter into any derivative agreement whether for the purposes of hedging or not;

to the fullest extent permitted under the 2007 Act.

5. Art. 5. Share capital.

5.1 The capital of the Company shall be represented by fully paid up shares of no par value and shall at any time be equal to the value of the net assets of the Company pursuant to article 12.

5.2 The minimum capital, as provided by law, is fixed at EUR1,250,000 (one million two hundred and fifty thousand euro) to be reached within a period of twelve months as from the authorisation of the Company by the Luxembourg supervisory authority, being provided that shares of a Target Compartment held by an Investing Compartment (as defined in article 17.4 below) shall not be taken into account for the purpose of the calculation of the EUR1,250,000 minimum capital requirement. Upon the decision of the Board, the shares issued in accordance with these Articles may be of more than one share class.

5.3 The initial capital of the Company was of fifty one thousand united states dollars (USD 51,000) represented by fifty (50) fully paid up shares with no par value and one (1) GP Share (as defined in article 5.5 below).

5.4 The Company has an umbrella structure and the General Partner will set up separate portfolios of assets that represent compartments as defined in article 71 of the 2007 Act (the Compartments, each a Compartment), and that are formed for one or more Classes (as defined under article 5.5 below). Each Compartment will invest its assets in accordance with the investment objective and policy applicable to that Compartment. The investment objective, policy and other specific features of each Compartment are set forth in the general section and the relevant special section of the confidential offering memorandum of the Company drawn up in accordance with article 52 of the 2007 Act (the Memorandum). Each Compartment may have its own funding, Classes (as defined below), investment policy, capital gains, expenses and losses, distribution policy or other specific features.

5.5 The General Partner may, at any time, decide to issue one or more classes of shares within a particular Compartment (the Classes, each class of shares being a Class) the assets of which will be commonly invested but subject to different rights as described in the Memorandum, to the extent authorised under the 2007 Act and the Companies Act, including, without limitation, different:

(a) type of target investors;

(b) fees and expenses structures;

(c) sales and redemption charge structures;

(d) subscription and/or redemption procedures;

(e) minimum investment and/or subsequent holding requirements;

(f) shareholders servicing or other fees;

(g) distribution rights and policy, and the General Partner may in particular, decide that shares pertaining to one or more Class(es) be entitled to receive incentive remuneration scheme in the form of carried interest, higher preferred returns, lower performance, fee sharing arrangements or other fees or to receive preferred returns;

(h) marketing targets;

(i) transfer or ownership restrictions;

(j) reference currencies;

provided that, at all times, the General Partner shall hold at least one share that is reserved to the General Partner, in its capacity as unlimited shareholder (actionnaire gérant commandité) of the Company (the GP Share) and that a maximum of one single GP Share shall be issued by the Company per Compartment.

5.6 A separate net asset value per share, which may differ as a consequence of these variable factors, will be calculated for each Class in the manner described in article 12.

5.7 The Company may create additional Classes whose features may differ from the existing Classes and additional Compartments whose investment objectives may differ from those of the Compartments then existing. Upon creation of new Compartments or Classes, the Memorandum will be updated, if necessary.

5.8 Shares pertaining to a Class of shares may be further sub-divided in series of shares that will be considered for the purposes of the Companies Act as distinct categories of shares and any reference to a Class of shares in these Articles shall mean, where appropriate, a reference to a particular series of such Class of shares. The specific features of any such series will be as described in the Memorandum.

5.9 The Company is one single legal entity. However, in accordance with article 71(5) of the 2007 Act, the rights of the shareholder and creditors relating to a Compartment or arising from the setting-up, operation and liquidation of a Compartment are limited to the assets of that Compartment. The assets of a Compartment are exclusively dedicated to the satisfaction of the rights of the shareholders relating to that Compartment and the rights of those creditors whose claims have arisen in connection with the setting-up, operation and liquidation of that Compartment, and there shall be no cross liability between Compartments, in derogation of article 2093 of the Luxembourg civil code.

5.10 The General Partner may create each Compartment for an unlimited or limited period of time; in the latter case, the General Partner may, at the expiration of the initial period of time, extend the duration of that Compartment one or more times, subject to the relevant provisions of the Memorandum. At the expiration of the duration of a Compartment, the Company shall redeem all the shares in the Class(es) of shares of that Compartment, in accordance with article 8. At each extension of the duration of a Compartment, the registered shareholders will be duly notified in writing by a notice sent to their address as recorded in the Company's register of shareholders. The Memorandum shall indicate whether a Compartment is incorporated for an unlimited period of time or, alternatively, its duration and, if applicable, any extension of its duration and the terms and conditions for such extension.

5.11 For the purpose of determining the capital of the Company, the net assets attributable to each Class will, if not already denominated in USD, be converted into USD. The capital of the Company equals the total of the net assets of all the Classes of all Compartments.

6. Art. 6. Form of shares.

6.1 The Company only issues shares in registered form and shares will remain in registered form.

6.2 All issued registered shares of the Company shall be registered in the register of shareholders which shall be kept at the registered office by the Company or by one or more persons designated for this purpose by the Company, where it will be available for inspection by any shareholder. Such register shall contain the name of each owner of registered shares, his residence or elected domicile as indicated to the Company, the number and Class of registered shares held by him, the amount paid up on each share, and the transfer of shares and the dates of such transfers. The ownership of the shares will be established by the entry in this register.

6.3 The Company shall not issue certificates for such inscription, but each shareholder shall receive a written confirmation of his shareholding.

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

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

6.6 The Company will recognise only one holder per share. In case a share is held by more than one person, the Company has the right to suspend the exercise of all rights attached to that share until one person has been appointed as sole owner in relation to the Company. The same rule shall apply in the case of conflict between an usufruct holder (usufruitier) and a bare owner (nu-propriétaire) or between a pledgor and a pledgee. Moreover, in the case of joint shareholders, although the Company will recognise joint ownership in the register of shareholders, the Company reserves the right to pay any redemption proceeds, distributions or other payments to the first registered holder only, whom the Company may consider to be the representative of all joint holders, or to all joint shareholders together, at its absolute discretion.

6.7 With the exception of the GP Share, the Company may decide to issue fractional shares to the nearest 1,000th. Such fractional shares do not carry voting rights, except where their number is such that they represent a whole share, but are entitled to participate in the net results and in the proceeds of liquidation attributable to the relevant Class in the relevant Compartment on a pro rata basis.

6.8 All shares issued by the Company may be redeemed by the Company at the request of the shareholders or at the initiative of the Company in accordance with, and subject to, article 8 of these Articles and the provisions of the Memorandum.

6.9 Subject to the provisions of article 10, the transfer of shares may be effected by a written declaration of transfer entered in the register of the shareholder(s) of the Company, such declaration of transfer to be executed by the transferor

and the transferee or by persons holding suitable powers of attorney or in accordance with the provisions applying to the transfer of claims provided for in article 1690 of the Luxembourg civil code. The Company may also accept as evidence of transfer other instruments of transfer evidencing the consent of the transferor and the transferee satisfactory to the Company.

7. Art. 7. Issue of shares.

7.1 The General Partner is authorised, without limitation, to issue an unlimited number of fully paid up shares at any time without reserving a preferential right to subscribe for the shares to be issued for the existing shareholders.

7.2 With the exclusion of the GP Share, shares are exclusively reserved for subscription by well-informed investors within the meaning of article 2 of the 2007 Act (Well-Informed Investors).

7.3 The General Partner may impose conditions on the issue of share, any such condition to which the issue of shares may be submitted will be detailed in the Memorandum provided that the General Partner may, without limitation:

(a) decide to set minimum commitments, minimum subsequent commitments, minimum subscription amounts, minimum subsequent subscription amounts and minimum holding amounts for a particular Class or Compartment;

(b) impose restrictions on the frequency at which shares are issued (and, in particular, decide that shares will only be issued during one or more offering periods or at such other intervals as provided for in the Memorandum);

(c) reserve shares of a Compartment or Class exclusively to persons or entities that have entered into, or have executed, a subscription document under which the subscriber undertakes inter alia to subscribe for shares, during a specific period, up to a certain amount and makes certain representations and warranties to the Company. As far as permitted under Luxembourg law, any such subscription document may contain specific provisions not contained in the other subscription documents;

(d) determine any default provisions applicable to non or late payment for shares or restrictions on ownership of the shares;

(e) in respect of any one given Compartment and/or Class, levy a subscription fee and/or waive partly or entirely this subscription fee;

(f) decide that payments for subscriptions to shares shall be made in whole or in part on one or more dealing dates, closings or draw down dates at which such date(s) the subscription of the investor will be called against issue of shares of the relevant Compartment and Class;

(g) set the initial offering period or initial offering date and the initial subscription price in relation to each Class in each Compartment and the cut-off time for acceptance of the subscription document in relation to a particular Compartment or Class.

7.4 Shares in Compartments will be issued at the subscription price calculated in the manner and at such frequency as determined for each Compartment (and, as the case may be, each Class) in the Memorandum.

7.5 A process determined by the General Partner and described in the Memorandum shall govern the chronology of the issue of shares in a Compartment.

7.6 The General Partner may, in its absolute discretion, accept or reject (partially or totally) any request for subscription for shares, and the General Partner may, at any time and from time to time and in its absolute discretion without liability and without notice, unless otherwise provided for in the Memorandum, discontinue the issue and sale of shares of any Class of shares in any one or more Compartments.

7.7 Unless otherwise provided for in the Memorandum in respect of a Compartment, the Company will have the right to accept subscriptions or capital contributions through contributions in kind of investments to a Compartment in lieu of cash. Any such contributions in-kind must comply with the investment strategy, objective and the restrictions of the relevant Compartment and a valuation report from the auditor of the Company (réviseur d'entreprises agréé) confirming the value of the contributed assets must be provided. The costs relating to an in kind contribution shall be borne by the relevant investor where it is demonstrated that such costs are higher than the costs of investing the corresponding cash amount.

Investor or shareholder's default

7.8 The failure of an investor or shareholder to make, within a specified period of time determined by the General Partner, any required contributions or certain other payments to the Compartment, in accordance with the terms of its application form, subscription document or agreement or commitment to the Compartment, entitles the Company to impose on the relevant investor or shareholder the penalties determined by the General Partner and detailed in the Memorandum which may include without limitation:

(a) the right of the Company to compulsorily redeem all or part of the shares of the defaulting shareholder in accordance with the provisions of the Memorandum;

(b) the right to require the defaulting shareholder to pay damages to the benefit of the relevant Compartment;

(c) the right for the Company to retain all dividends paid (or to be paid) or other sums distributed (or to be distributed) with regard to the shares held by the defaulting shareholder;

(d) the right of the Company to require the defaulting shareholder to pay interest at such rate as set out in the Memorandum on all outstanding amounts to be advanced and costs and expenses in relation to the default;

(e) the loss of the defaulting shareholder's right to be, or to propose, members of such consultative body, investment committee or other committee set up in accordance with the provisions of the Memorandum, as the case may be;

(f) the loss of the defaulting shareholder's right to vote with regard to any matter that require the shareholders' consent;

(g) the right of the Company to commence legal proceedings;

(h) the right of the Company to reduce or terminate the defaulting shareholder's commitment;

(i) the right of the other shareholders to purchase all or part of the shares of the defaulting shareholder at a price determined in accordance with the provisions of the Memorandum;

unless such penalties are waived by the General Partner in its discretion.

7.9 The penalties or remedies set forth above and in the Memorandum will not be exclusive of any other remedy which the Company or the shareholders may have at law or under the subscription agreement, Memorandum or the relevant shareholder's commitment.

8. Art. 8. Redemptions of shares. General

8.1 The General Partner may create each Compartment as:

(a) a closed-ended Compartment the shares of which are in principle not redeemable at the request of a shareholder; or

(b) an open-ended Compartment where any shareholder may request a redemption of all or part of its shares from the Company in accordance with the conditions and procedures set forth by the General Partner in the Memorandum and within the limits provided by law and these Articles.

8.2 Subject to the provisions of article 12, the redemption price per share will be paid within a period determined by the General Partner and disclosed in the Memorandum, as determined in accordance with the current policy of the General Partner, provided that any required transfer documents have been received by the Company. Redemptions may take place over one or more redemption dates, as specified in the Memorandum, and shareholders may be paid out at different redemption prices, calculated in accordance with the Memorandum.

8.3 Unless otherwise provided for in the Memorandum, the redemption price per share for shares of a particular Class of a Compartment corresponds to the net asset value per share of the respective Class less any redemption fee, if applicable. Additional fees may be incurred if distributors and paying agents are involved in a transaction. The relevant redemption price may be rounded up or down to the nearest unit of the currency in which it is to be paid, as determined by the General Partner.

8.4 The General Partner may impose conditions on the redemption of shares, any such condition to which the redemption of shares may be submitted will be detailed in the Memorandum provided that the General Partner may, in particular but without limitation, decide that redemption requests will only be processed after a prior notice period, that a lock-up period be applicable in respect of redemption requests during which redemptions requests will not be accepted or processed and that specific redemption requests will take priority over other redemption requests (any such conditions may be applicable at the level of specific Classes of shares, as the case may be) or that, depending on the liquidity of the relevant Compartment's assets, all or part of the redemption requests be rolled over to the next Valuation Date. The General Partner may impose restrictions on the frequency at which shares may be redeemed in any Class of shares and may, in particular, decide that shares of any Class shall only be redeemed on such Valuation Dates as provided for in the Memorandum.

8.5 If, as a result of a redemption application, the number or the value of the shares held by any shareholder in any Class falls or shall fall below the minimum number or value specified at such time in the Memorandum, the Company may decide to treat such application as an application for redemption of all of that shareholder's shares in the given Class.

8.6 If, in addition, on a redemption date or at some time during a redemption date, redemption applications as defined in this article and conversion applications as defined in article 9 exceed a certain level set by the General Partner in relation to a given Class or Compartment, the General Partner may reduce proportionally part or all of the redemption and conversion applications in the manner deemed necessary by the General Partner, in the best interest of the Company and in accordance with the terms of the Memorandum. Such non-processed redemptions will then be given priority and dealt with ahead of other applications on the redemption date(s) following this period (but subject always to the foregoing limit and unless otherwise specified in the Memorandum).

8.7 The Company may satisfy payment of the redemption price owed to any shareholder, subject to such shareholder's agreement, in specie by allocating assets to the shareholder from the portfolio set up in connection with the Class(es) equal in value to the value of the shares to be redeemed (calculated in the manner described in article 12) as of the Valuation Date or the time of valuation when the redemption price is calculated if the Company determines that such a transaction would not be detrimental to the best interests of the remaining shareholders of the relevant Compartment. The nature and type of assets to be transferred in such case will be determined on a fair and reasonable basis and without prejudicing the interests of the other shareholders in the given Class or Classes, as the case may be. The valuation used will be confirmed by a special report of the auditor of the Company. The costs of any such transfers are borne by the transferee, unless otherwise provided for in the Memorandum.

8.8 All redeemed shares will be cancelled.

8.9 All applications for redemption of shares are irrevocable, except -in each case for the duration of the suspension -in accordance with article 13 of these Articles, when the calculation of the net asset value has been suspended or when redemption has been suspended as provided for in this article.

8.10 In respect of open-ended Compartments, the Company will use all reasonable commercial efforts to satisfy redemption requests, recognising its obligation to balance such efforts with the interests of the relevant Compartment and the other Compartments as a whole and the interests of those shareholders who remain in the relevant Compartment and the other Compartments, but nothing will oblige the Company to meet any redemption request.

Redemption of shares at the initiative of the Company - Compulsory redemption of shares

8.11 The Company may redeem shares of any Class and Compartment, on a pro rata basis among shareholders, in order to distribute proceeds generated by an investment through returns or its disposal, subject to compliance with the relevant distribution scheme (and as the case may be, subject to compliance with the relevant reinvestment rights) as provided for each Compartment and/or Class in the Memorandum (if any). The right of the Company to redeem shares of a Compartment/a Class under this article 8 may be subject to the prior approval or advice of such consultative body as set out for a particular Compartment in the Memorandum.

8.12 The Company will announce in due time the redemption by way of mail addressed to the shareholders by the General Partner.

8.13 The Company may compulsorily redeem the shares:

(a) held by a Restricted Person as defined in article 11, and in accordance with the provisions of article 11, which, for the avoidance of doubt, includes shares held by or for the account or benefit of a US Person (as defined in the Memorandum) that is not an Eligible US Investor (as defined in the Memorandum);

(b) for the purpose of equalisation of existing investors and late investors (e.g., in case of admission of subsequent investors) if provided in respect of a specific Compartment in the Memorandum;

(c) in case of liquidation or merger of Compartments or Classes, in accordance with the provisions of article 28;

(d) held by a defaulting investor or generally by any shareholder who fails to make, within a specified period of time determined by the Company, any required contributions or certain other payments to the relevant Compartment (including the payment of any interest amount or charge due in case of default), or who fails to comply with the terms of the Memorandum, these Articles and the subscription agreement, in accordance with the terms of its subscription agreement to the relevant Compartment in accordance with the provisions of the relevant special section of the Memorandum;

(e) in all other circumstances, in accordance with the terms and conditions set out in the subscription document, these Articles and the Memorandum.

9. Art. 9. Conversion of shares.

9.1 Subject each time to the approval of the General Partner (which may be withheld at the General Partner's absolute discretion) and such terms and conditions as set out in the Memorandum, a shareholder may, if so provided in the Memorandum, convert all or part of its shares of a particular Class of shares of a Compartment into another Class of shares within the same Compartment or another Compartment.

9.2 If conversions are authorised in the Memorandum, a process determined by the General Partner and described in the Memorandum shall govern the chronology of the conversion of shares in a Compartment or from one Compartment to another Compartment. The General Partner may impose conditions on the conversion of shares which will be detailed in the Memorandum. A conversion application will be considered as an application to redeem the shares held by the shareholder and as an application for the simultaneous acquisition (issue) of the shares to be acquired. A conversion fee may be incurred. Additional fees may be incurred if distributors and paying agents are involved in a transaction. The prices of the conversion may be rounded up or down to the nearest unit of the currency in which they are to be paid, as determined by the General Partner. The General Partner may determine that balances of less than a reasonable amount to be set by the General Partner, resulting from conversions, will not be paid out to shareholders.

9.3 As a rule, unless otherwise provided for in the Memorandum, both the redemption and the acquisition parts of the conversion application should be calculated on the basis of the net asset value per share prevailing on the dealing date in respect of which the redemption part of the relevant conversion request is undertaken by the relevant Compartment.

9.4 Conversions may only be effected if, at the time, both the redemption of the shares to be converted and the issue of the shares to be acquired are simultaneously possible; there will be no partial execution of the application unless the possibility of issuing the shares to be acquired ceases after the shares to be converted have been redeemed.

9.5 All applications for the conversion of shares are irrevocable, unless otherwise provided for in the Memorandum.

9.6 If as a result of a conversion application, the number or the value of the shares held by any shareholder in any Class of shares falls below the minimum number or value that is then -if the rights provided for in this sentence are applicable -specified by the General Partner in the Memorandum, the Company may decide to treat the purchase part of the conversion application as a request for redemption for all of the shareholder's shares in the given Class of shares; the acquisition part of the conversion application will remain unaffected by any additional redemption of shares.

9.7 Shares that are converted to shares of another Class of shares will be cancelled

10. Art. 10. Transfer of shares - Transfer of commitments.

10.1 The General Partner shall not Transfer (as defined below) all or any part of its GP Share or voluntarily withdraw as the general partner of the Company.

10.2 The sale, assignment, transfer, exchange, pledge, encumbrance or other disposition (Transfer) of all or any part of any investor's shares or undrawn commitment (to the exclusion of the GP Share) in any Compartment is subject to the provisions of this article.

10.3 No Transfer of all or any part of any investor's interests in any Compartment, whether direct or indirect, voluntary or involuntary (including without limitation, to an affiliate or by operation of law)

(a) shall be valid or effective if:

(i) the Transfer would result in a violation of any law or regulation of Luxembourg, the U.S., the UK or any other jurisdiction (including, without limitation, the U.S. Securities Act, any securities laws of the individual states of the United States, or ERISA) or subject the Company or any Compartment to any other adverse tax, legal or regulatory consequences as determined by the Company in its absolute discretion;

(ii) the Transfer would result in a violation of any term or condition of these Articles or of the Memorandum;

(iii) the Transfer would result in the Company being required to register as an investment company under the United States Investment Company Act of 1940, as amended;

(iv) the Transfer would result the shares being acquired by: (i) an "employee benefit plan" as defined in section 3(3) of the US Employee Retirement Income Security Act of 1974, as amended (ERISA) which is subject to Title I of ERISA, (ii) a plan subject to section 4975 of the US Internal Revenue Code of 1986, as amended (the Code), (iii) an entity whose underlying assets include plan assets by reason of a plan's investment in such entity or (iv) a governmental, certain church or non-US plan which is not subject to Title I of ERISA or section 4975 of the Code but is subject to substantially similar federal, state, local or non-US law, unless, under this subsection (iv) only, the Transfer would not result in a violation of such similar law;

(b) and it shall be a condition of any Transfer (whether permitted or required) that:

(i) such Transfer be approved by the General Partner (such approval not to be unreasonably withheld);

(ii) the transferee represents in a form acceptable to the Company that such transferee is not a Restricted Person, and that the proposed Transfer itself does not violate any laws or regulations (including, without limitation, any securities laws) applicable to it; and

(iii) the transferee is not a Restricted Person (as defined in article 11.1 below); (iv) (unless otherwise agreed by the Company in its discretion) the transferee undertakes to fully and completely assume all outstanding obligations of the transferor towards the Company under the transferor's subscription agreement, commitment or any other agreement setting out the terms of the participation of the transferor in the Company (including, for the avoidance of doubt, the provisions of the Memorandum) and that, in respect of Transfers of undrawn commitments, the General Partner be satisfied that the transferee has sufficient assets to comply with drawdown notices in respect of such undrawn commitment and the transferee has entered into a subscription agreement or application form in a form acceptable to the Company in respect of that undrawn commitment and shares.

10.4 Additional restrictions on Transfer of shares and undrawn commitments of a particular Sub-fund may be set out in the relevant Sub-fund's Special Section of the Memorandum, in which case no Transfer, whether direct or indirect, voluntary or involuntary (including, without limitation, to an affiliate or by operation of law) will be valid or effective if such additional restrictions on Transfer are not complied with.

11. Art. 11. Ownership restrictions.

11.1 The Company acting through its General Partner may restrict or prevent the ownership of shares by any person if:

(a) in the opinion of the Company such holding may be detrimental to the Company or any Compartment;

(b) it may result (either individually or in conjunction with other investors in the same circumstances) in:

(i) the General Partner, the Company, any of the initiators, a Compartment or its intermediary vehicles or a service provider incurring any liability for any taxation whenever created or imposed and whether in Luxembourg, or elsewhere or suffering pecuniary disadvantages which the same might not otherwise incur or suffer; or

(ii) the Company, a Compartment or its intermediary vehicles being required to register its shares under the laws of any jurisdiction other than Luxembourg;

(c) it may result in a breach of any law or regulation applicable to the relevant individual or legal entity itself, the Company, the General Partner, any of the initiators, any Compartment or its intermediary vehicles, whether Luxembourg law or other law (including anti-money laundering and terrorism financing laws and regulations);

(d) such person is not a Well-Informed Investor;

(e) such person is a US Person that is not an Eligible US Investor;

(such individual or legal entities are to be determined by the General Partner and are defined herein as Restricted Persons).

11.2 For such purposes the Company may:

(a) decline to issue any shares and decline to register any Transfer of shares or assignment of undrawn commitment, where such registration, or Transfer or assignment would result in legal or beneficial ownership of such shares or undrawn commitment by a Restricted Person; and

(b) at any time require any person, whose name is entered in the register of shareholders or of undrawn commitments or who seeks to register a Transfer in the register of shareholders or of undrawn commitments, to deliver to the Company any information, supported by affidavit, which the Company may consider necessary for the purpose of determining whether or not beneficial ownership of such shareholder's shares/undrawn commitment rests with a Restricted Person, or whether such registration will result in beneficial ownership of such shares/undrawn commitment by a Restricted Person.

11.3 If it appears that a shareholder of the Company is a Restricted Person, the Company shall be entitled to, in its absolute discretion:

(a) decline to accept the vote of the Restricted Person at the General Meeting; and/or

(b) retain all dividends paid or to be paid or other sums distributed or to be distributed with regard to the shares held by the Restricted Person; and/or

(c) instruct the Restricted Person to sell his/her/its interests to any Well-Informed Investor approved by the Company and to demonstrate to the Company that this sale was made within thirty (30) days of the sending of the relevant notice subject each time to the applicable restrictions on transfer as set out in the Memorandum; and/or

(d) compulsorily redeem all shares held by the Restricted Person at a price based on the latest calculated net asset value, less a penalty fee equal to, in the absolute discretion of the Company, either (i) 25% of the net asset value of the relevant shares or (ii) the costs incurred by the Company and any service provider as a result of the holding of shares by the Restricted Person (including all costs linked to the compulsory redemption).

11.4 The exercise of the powers by the Company in accordance with this article may in no way be called into question or declared invalid on the grounds that the ownership of shares was not sufficiently proven or that the actual ownership of shares did not correspond to the assumptions made by the Company on the date of the purchase notification, provided that the Company exercised the abovenamed powers in good faith.

12. Art. 12. Calculation of the net asset value.

12.1 The net asset value of each Class in each Compartment shall be expressed in the reference currency as it is stipulated in the Memorandum in accordance with Luxembourg law on each valuation day as stipulated in the Memorandum (each a Valuation Date). The net asset value shall be calculated up to three decimal places and rounded up or down to the nearest decimal point. For Compartments which do not have a daily Valuation Date, the Company may, at its discretion, calculate an estimated net asset value on days which are not Valuation Dates. The said estimated net asset value cannot be used for subscription, redemption or conversion purposes and will be calculated for information only. Furthermore, exceptionally and upon the decision of the General Partner, the Company may decide to calculate an exceptional net asset value for the specific purposes of subscription, redemption or conversion.

12.2 The net assets of the Company are at any time equal to the total of the net assets of the various Compartments.

12.3 The administrative agent of the Company shall under the supervision of the Company compute the net asset value per Class in the relevant Compartment as follows: each Class participates in the Compartment according to the portfolio and distribution entitlements attributable to each such Class. The value of the total portfolio and distribution entitlements attributed to a particular Class of a particular Compartment on a given Valuation Date adjusted with the liabilities relating to that Class on that Valuation Date represents the total net asset value attributable to that Class of that Compartment on that Valuation Date. The assets of each Class will be commonly invested within a Compartment but subject to different fee structures, distribution, marketing targets, currency or other specific features as it is stipulated in the Memorandum. A separate net asset value per share, which may differ as a consequence of these variable factors, will be calculated for each Class as follows: the net asset value of that Class of that Compartment on that Valuation Date divided by the total number of shares of that Class of that Compartment then outstanding on that Valuation Date.

12.4 For the purpose of calculating the net asset value per Class of a particular Compartment, the net asset value of each Compartment shall be calculated by calculating the aggregate of:

(a) the value of all assets of the Company which are allocated to the relevant Compartment in accordance with the provisions of these Articles; less

(b) all the liabilities of the Company which are allocated to the relevant Compartment in accordance with the provisions of these Articles, and all fees attributable to the relevant Compartment, which fees have accrued but are unpaid on the relevant Valuation Date.

12.5 The total net assets of the Company which are allocated to the relevant Compartment will result from the difference between the gross assets (including the market value of investments owned by the Company which are allocated to the relevant Compartment and its relevant intermediary vehicles) and the liabilities of the Company which are allocated to the relevant Compartment, provided that:

(a) the equity or liability interests attributable to investors will be adjusted to take into account the fair (i.e. discounted) value of deferred tax liabilities as determined by the Company in accordance with its internal rules;

(b) the acquisition costs for investments (including the costs of establishment of intermediary vehicle, as the case may be) shall be amortised over the planned strategic investment period of each of such investment (or property); and

(c) the set up costs for the Company and all Compartments shall be amortised over a period of 5 years rather than expensed in full when they are incurred.

12.6 The assets of a Compartment shall include:

(a) all investments registered in the name of the Company for the account of the relevant Compartment or any intermediary vehicles;

(b) all cash in hand or on deposit, including any interest accrued thereon, owned by such Compartment;

(c) all bills and demand notes payable and accounts receivable (including proceeds of properties, property rights, securities or any other assets sold but not delivered) owned by such Compartment;

(d) all financial instruments and securities including but not limited to bonds, time notes, certificates of deposit, shares, stocks, debentures, debenture stocks, subscription rights, warrants, options and similar assets owned or contracted for by the Compartment;

(e) all stock dividends, cash dividends and cash payments receivable by the Compartment to the extent information thereon is reasonably available to the Compartment;

(f) all rentals accrued on any real estate properties or interest accrued on any interestbearing assets owned by the Compartment except to the extent that the same is included or reflected in the value attributed to such asset;

(g) the formation expenses of the Compartment, including the cost of issuing and distributing shares of the Compartment, insofar as the same have not been written off; and

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

12.7 The value of the assets of the Company in respect of a Compartment will be determined as follows:

(a) the fair market value of properties registered in the name of the Company which are allocated to the relevant Compartment and its intermediary vehicles may be valued as more fully described in the Memorandum, provided that the Company may deviate from such valuation if deemed in the interest of the Company and its shareholders;

(b) securities (including real estate securities) which are 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 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. If a net asset value is determined for the units or shares issued by an undertaking for collective investment (UCI) (including real estate funds) which calculates a net asset value per share or unit, those units or shares will be valued on the basis of the latest net asset value determined according to the provisions of the offering and constitutional documents of the relevant UCI or, at their latest unofficial net asset values (i.e. estimates of net asset values which are not generally used for the purposes of subscription and redemption or which may be provided by a pricing source – including the investment manager of the UCI – other than the administrative agent of the UCI) if more recent than their official net asset values. The net asset value calculated on the basis of unofficial net asset values of UCIs may differ from the net asset value which would have been calculated, on the relevant Valuation Date, on the basis of the official net asset values determined by the administrative agents of the UCI. However, such net asset value is final and binding notwithstanding any different later determination. In case of the occurrence of an evaluation event that is not reflected in the latest available net asset value of such shares or units issued by such UCIs, the valuation of the shares or units issued by such UCIs may be estimated with prudence and in good faith in accordance with procedures established by the General Partner to take into account this evaluation event. The following events qualify as evaluation events: capital calls, distributions or redemptions effected by the UCI or one or more of its underlying investments as well as any material events or developments affecting either the underlying investments or the UCIs themselves.

(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 shall be deemed to be the full amount thereof, unless it is unlikely to be received in which case the value thereof shall be arrived at after making such discount as the Company may consider appropriate in such case to reflect the true value thereof;

(e) investments in private equity securities other than the securities mentioned above will be estimated with due care and in good faith, in accordance with the guidelines and principles for valuation of portfolio companies set out by International Private Equity and Venture Capital Valuation Guidelines, published by the EVCA, the British Venture Capital Association (BVCA) and the French Venture Capital Association (AFIC) in March 2005, as may be amended from time to time;

(f) the liquidating value of futures, forward or options contracts not dealt in on a stock exchange or another regulated market shall mean their net liquidating value determined, pursuant to the policies established by the General Partner, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, forward or options contracts dealt in on a stock exchange or another regulated market shall be based upon the last available settlement prices of these contracts on such regulated market on which the particular futures, forward or options contracts are dealt in by the relevant Compartment; provided that if a futures, forward or options contract could not be liquidated on

the day with respect to which net assets are being determined, the basis for determining the liquidating value of such contract shall be such value as the General Partner may deem fair and reasonable;

(g) liquid assets and money market instruments are valued at their nominal value plus accrued interest, or on the basis of amortised costs;

(h) all other assets are valued at fair value as determined in good faith pursuant to procedures established by the Company.

12.8 The Company, in its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset or liability of the Compartment. This method will then be applied in a consistent way. The administrative agent of the Company can rely on such deviations as approved by the Company for the purpose of the net asset value calculation.

12.9 For the purpose of determining the value of the Company and the Compartments' assets, the administrative agent of the Company, having due regards to the standards of care and due diligence in this respect, may, when calculating the net asset value, rely, unless there is fraud, wilful misconduct, manifest error or gross negligence on its part, upon the valuations provided either (i) the General Partner, (ii) by various recognised independent pricing sources available on the market such as pricing agencies (i.e., Bloomberg, Reuters, etc.) indicated by the Company or administrators or investment managers of UCIs, (iii) by prime brokers and brokers indicated by the Company, (iv) in respect of properties, by the independent appraisers as more fully described in the Memorandum or (v) by (a) specialist(s) duly authorised to that effect by the Company. Finally, in the case no prices are found or when the valuation may not correctly be assessed, the administrative agent of the Company may rely upon the valuation provided by the Company.

12.10 In circumstances where (i) one or more pricing sources fails to provide valuations to the administrative agent of the Company and/or the Company, which could have a significant impact on the net asset value, or where (ii) the value of any asset(s) may not be determined as rapidly and accurately as required, the administrative agent of the Company may be authorised by the Company not to calculate the net asset value for the relevant Compartment(s) or to use such external and specific valuation method or pricing sources provided by the Company or valuation agents appointed for that purpose by the Company and as a result may be unable to determine subscription, conversion and redemption prices. The Company shall be informed immediately by the administrative agent of the Company should this situation arise. The Company may then decide to suspend the calculation of the net asset value in accordance with the procedures described in the Memorandum.

12.11 The value of all assets and liabilities not expressed in the currency of denomination of the relevant shares will be converted into such currency at the relevant rates of exchange ruling in Luxembourg on the relevant Valuation Date. 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 Company.

12.12 The liabilities of the Company 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), custody fees, paying agency, registrar and transfer agency fees and domiciliary and corporate 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 Company;

(e) an appropriate provision for future taxes based on capital and income to the calculation day, as determined from time to time by the Company, 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 Company;

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

12.13 For the purpose of this article 12:

(a) shares to be issued by the Company in any Compartment shall be treated as being in issue as from the time specified by the General Partner on the Valuation Date with respect to which such valuation is made and from such time and until received by the relevant Compartment the price therefore shall be deemed to be an asset of the relevant Compartment;

(b) shares of the Company in any Compartment 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 Compartment the price therefore shall be deemed to be a liability of the relevant Compartment;

(c) all investments, cash balances and other assets expressed in currencies other than the reference currency of the respective Compartment/Class shall be valued after taking into account the market rate or rates of exchange in force as of the Valuation Date; and

(d) where on any Valuation Date the Company for the account of a Compartment has contracted to:

(i) purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the Compartment and the value of the asset to be acquired shall be shown as an asset of the Compartment;

(ii) sell any asset, the value of the consideration to be received for such asset shall be shown as an asset of the Compartment and the asset to be delivered by the Compartment shall not be included in the assets of the Compartment;

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

12.14 The assets and liabilities of the Company shall be allocated as follows:

(a) the proceeds to be received from the issue of shares of any Class shall be applied in the books of the Company to the Compartment corresponding to that Class, provided that if several Classes are outstanding in such Compartment, the relevant amount shall increase the proportion of the net assets of such Compartment attributable to that Class;

(b) the assets and liabilities and income and expenditure applied to a Compartment shall be attributable to the Class or Classes corresponding to such Compartment;

(c) where any asset is derived from another asset, such asset shall be attributable in the books of the Company to the same Class or Classes as the assets from which it is derived and on each revaluation of such asset, the increase or decrease in value shall be applied to the relevant Class or Classes;

(d) where the Company incurs a liability in relation to any asset of a particular Class or particular Classes within a Compartment or in relation to any action taken in connection with an asset of a particular Class or particular Classes within a Compartment, such liability shall be allocated to the relevant Class or Classes within such Compartment;

(e) in the case where any asset or liability of the Company cannot be considered as being attributable to a particular Class, such asset or liability shall be allocated to all the Classes pro rata to their respective net asset values or in such other manner as determined by the General Partner acting in good faith, provided that (i) where assets of several Classes are held in one account and/or are co-managed as a segregated pool of assets by an agent of the General Partner, the respective right of each Class shall correspond to the prorated portion resulting from the contribution of the relevant Class to the relevant account or pool, and (ii) such right shall vary in accordance with the contributions and withdrawals made for the account of the Class, as described in the Memorandum;

(f) upon the payment of distributions to the shareholders of any Class, the net asset value of such Class shall be reduced by the amount of such distributions.

12.15 General rules

(a) all valuation regulations and determinations shall be interpreted and made in accordance with Luxembourg law;

(b) for the avoidance of doubt, the provisions of this article 12 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 Company, the Compartments or any shares issued by the Company;

(c) the net asset value per share may be rounded up or down to the nearest whole cent of the currency in which the net asset value of the relevant shares is calculated;

(d) the net asset value per share of each Class in each Compartment will be communicated by the administrative agent of the Company to the shareholders within a reasonable period of time after it is established and is made available to the investors at the registered office of the Company and available at the offices of the administrative agent as soon as practicable after the most recent Valuation Date and in principle, within such period of time as is set for in the Memorandum, although in certain circumstances, the net asset value could be made available later. The Company may arrange for the publication of this information in the reference currency of each Compartment/Class and any other currency at the discretion of the Company in leading financial newspapers. The Company and the General Partner cannot accept any responsibility for any error or delay in publication or for non-publication of prices;

(e) different valuation rules may be applicable in respect of a specific Compartment as further laid down in the Memorandum.

13. Art. 13. Temporary suspension of calculation of the net asset value.

13.1 The Company may at any time and from time to time suspend the determination of the net asset value of shares of any Compartment and/or the issue of the shares of such Compartment to subscribers and/or the redemption of the shares of such Compartment from its shareholders and/or conversions of shares of any Class in a Compartment in any of the following circumstances:

(a) when one or more regulated markets, stock exchanges or other regulated markets, which provide the basis for valuing a substantial portion of the assets of the Company attributable to such Compartment or when one or more regulated markets, stock exchanges or other regulated markets in the currency in which a substantial portion of the assets of the Company attributable to such Compartment is denominated, are closed otherwise than for ordinary holidays or if dealings therein are restricted or suspended;

(b) when, as a result of political, economic, military or monetary events or any circumstances outside the responsibility and the control of the General Partner, disposal of the assets of the Company attributable to such Compartment is not reasonably or normally practicable without being seriously detrimental to the interests of the shareholders;

(c) in the case of a breakdown in the normal means of communication used for the valuation of any investment of the Company attributable to such Compartment or if, for any exceptional circumstances, the value of any asset of the Company attributable to such Compartment may not be determined as rapidly and accurately as required;

(d) if, as a result of exchange restrictions or other restrictions affecting the transfer of shares, transactions on behalf of the Company are rendered impracticable or if purchases and sales of the Company's assets attributable to such Compartment cannot be effected at normal rates of exchange;

(e) when there exists in the opinion of the General Partner a state of affairs where disposal of the Company's assets attributable to such Compartment, or the determination of the net asset value of the shares, would not be reasonably practicable or would be seriously prejudicial to the non-redeeming shareholders;

(f) when for any reason the prices of any investments owned by the Company attributable to such Compartment cannot promptly or accurately be ascertained or when the net asset value calculation of, and/or the redemption right of investors in, one or more target UCIs representing a substantial portion of the assets of the relevant Compartment is suspended;

(g) in accordance with, and in the circumstances set out under, article 12.10 of these Articles;

(h) when the suspension is required by law or legal process;

(i) when for any reason and in its absolute discretion the General Partner determines that such suspension is in the best interests of shareholders;

(j) upon the publication of a notice convening a General Meeting for the purpose of winding-up the Company.

13.2 Any such suspension may be notified by the Company in such manner as it may deem appropriate to the persons likely to be affected thereby. The Company shall notify all shareholders of the relevant Compartment of such suspension.

13.3 Such suspension as to any Compartment will have no effect on the calculation of the net asset value per share, the issue, redemption and conversion of shares of any other Compartment.

13.4 Any request for subscription, redemption and conversion will be irrevocable except in the event of a suspension of the calculation of the net asset value per share in the relevant Compartment, in which case shareholders may give notice that they wish to withdraw their application. If no such notice is received by the Company before the end of the suspension period, such application will be dealt with on the first Valuation Date, as determined for each relevant Compartment, following the end of the period of suspension.

14. Art. 14. Liability of shareholders.

14.1 The owners of limited shares (i.e., shares of whatever Class to the exclusion of the GP Share) are only liable up to the amount of their capital contribution made to the Company.

14.2 The General Partner's liability shall be unlimited.

15. Art. 15. Management.

15.1 The Company shall be managed by Valiance Farmland GP S.à r.l. (the General Partner). The General Partner who shall be the liable partner (actionnaire gérant commandité) and who shall be personally, jointly and severally liable with the Company for all liabilities which cannot be met out of the assets of the Company.

15.2 The General Partner is vested with the broadest powers to perform all acts of administration and disposition in the Company's interest which are not expressly reserved by law or by these Articles to the meeting of shareholders.

15.3 The General Partner shall namely have the power on behalf and in the name of the Company to carry out any and all of the purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary or advisable or incidental thereto. Except as otherwise expressly provided, the General Partner shall have full authority in its discretion to exercise, on behalf of and in the name of the Company, all rights and powers necessary or convenient to carry out the purposes of the Company.

16. Art. 16. Authorised signature. The Company shall be bound towards third parties in all matters by the corporate signature of the General Partner or by the individual or joint signatures of any other persons to whom authority shall have been delegated by the General Partner as the General Partner shall determine in his discretion, except that such authority may not be conferred to a limited partner (associé commanditaire) of the Company.

17. Art. 17. Investment policy and Restrictions.

17.1 The General Partner, based upon the principle of risk spreading, has the power to determine (i) the investment policies to be applied in respect of each Compartment,

(ii) the hedging strategy to be applied to specific Classes of shares within particular Compartments and (iii) the course of conduct of the management and business affairs of the Company, all within the investment powers and restrictions as shall be set forth by the General Partner in the Memorandum, in compliance with applicable laws and regulations.

17.2 The General Partner shall also have power to determine any restrictions which shall from time to time be applicable to the investment of the Company's assets, in accordance with the 2007 Act including, without limitation, restrictions in respect of:

(a) the borrowings of the Company or any Compartment thereof and the pledging of its assets; and

(b) the maximum percentage of the Company or a Compartment's assets which it may invest in any single underlying asset and the maximum percentage of any type of investment which it (or a Compartment) may acquire.

17.3 The General Partner, acting in the best interests of the Company, may decide, in accordance with the terms of the Memorandum, that (i) all or part of the assets of the Company or of any Compartment be co-managed on a segregated basis with other assets held by other investors, including other undertakings for collective investment and/or their compartments, or that (ii) all or part of the assets of two or more Compartments be co-managed on a segregated or on a pooled basis.

17.4 A Compartment (the Investing Compartment) may invest in one ore more other Compartments. Any acquisition of Shares of another Compartment (the Target Compartment) by the Investing Compartment is subject to the following conditions:

(i) the Target Compartment may not invest contemporaneously in the Investing Compartment;

(ii) the voting rights attached to the Shares of the Target Compartment are suspended during the investment by the Investing Compartment;

(iii) the value of the Shares of the Target Compartment held by the Investing Compartment are not taken into account for the purpose of assessing the compliance with the EUR1,250,000 minimum capital requirement.

18. Art. 18. Conflict of interests.

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

18.2 Any director, manager or officer of the General Partner or of the Company who serves as director, officer or employee of any company or firm with which the Company shall contract or otherwise engage in business shall not, solely 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.

19. Art. 19. Indemnification.

19.1 The General Partner and each of its directors, managers, officers, agents and employees to the extent directly involved in the business of the relevant Compartment and all members of the board of managers of the General Partner (each referred to as Indemnified Person) are entitled to be indemnified, out of the relevant Compartment's assets against any and all liabilities, obligations, losses, damages, fines, taxes and interest and penalties thereon, claims, demands, actions, suits, proceedings (whether civil, criminal, administrative, investigative or otherwise) and litigation costs, expenses and disbursements (including legal and accounting fees and expenses, costs of investigation and sums paid in settlement) which may be imposed on, incurred by, or asserted at any time against that person in any way related to or arising out of such Indemnified Person being involved in the business of the relevant Compartment, provided that no Indemnified Person shall be entitled to such indemnification for any action or omission resulting from any behaviour which qualifies as fraud, wilful misconduct, reckless disregard or gross negligence. In relation to Compartments with a drawdown structure, indemnity amounts in no case will exceed the amount of total commitments to the relevant Compartment. Where a portion of total commitments has already been drawn-down, in no case indemnity amounts will exceed total undrawn commitment plus any amounts that will be realised from the relevant Compartment's portfolio, up to an amount not exceeding total commitments.

19.2 In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the person to be indemnified did not commit such a breach of duty. To assess whether or not indemnification shall be provided in these circumstances, the General Partner will be advised by counsel selected in good faith by the General Partner. The foregoing right of indemnification shall not exclude other rights to which such person may be entitled.

20. Art. 20. Meetings of shareholders.

20.1 The annual General Meeting shall be held, in accordance with Luxembourg law, in Luxembourg at the address of the registered office of the Company or at such other place in the municipality of the registered office as may be specified in the convening notice of the meeting, on the second Wednesday in March of each year at 2:00pm (Luxembourg time). If such day is not a Luxembourg business day, the annual General Meeting shall be held on the next following Luxembourg business day.

20.2 The annual General Meeting may be held abroad if, in the absolute and final judgment of the General Partner exceptional circumstances so require.

20.3 Other meetings of the shareholders of the Company may be held at such place and time as may be specified in the respective convening notices of the meeting.

20.4 All general meetings of shareholders (each a General Meeting) shall be chaired by the General Partner.

20.5 Any regularly constituted meeting of shareholders of the Company shall represent the entire body of shareholders of the Company. No resolution of the shareholders shall be effective without the consent of the General Partner.

20.6 Any decisions of General Meetings (other than those set out under articles 28.2 and 28.3) shall be subject to the consent of or veto by the General Partner.

20.7 To the extent permitted by law, the convening notice to a General Meeting may provide that the quorum and majority requirements will be assessed against the number of Shares issued and outstanding at midnight (Luxembourg time) on the fifth day prior to the relevant meeting (the Record Date) in which case, the right of shareholders to participate in the meeting will be determined by reference to their holding as at the Record Date.

21. Art. 21. Notice, Quorum, Convening notices, Powers of attorney and Vote.

21.1 The notice periods and quorum provided for by law shall govern the notice for, and the conduct of, the General Meetings, unless otherwise provided herein.

21.2 The General Partner may convene a General Meeting at any time. It shall be obliged to convene it so that it is held within a period of one month, if shareholders representing one-tenth of the capital require it in writing, with an indication of the agenda. One or more shareholders representing at least one tenth of the subscribed capital may require the entry of one or more items on the agenda of any General Meeting. This request must be addressed to the Company at least 5 (five) business days before the relevant General Meeting.

21.3 All the shares of the Company being in registered form, the convening notices shall be made by registered letters only.

21.4 Each share is entitled to one vote, subject to the provisions of articles 7 and 11.

21.5 Except as otherwise required by law or by these Articles, resolutions at a duly convened General Meeting will be passed by a simple majority of those present or represented and voting subject to the express consent of the General Partner.

21.6 However, resolutions to alter the Articles of the Company may only be adopted in a General Meeting properly convened and constituted in accordance with the Companies Act (i.e., 50% quorum requirement of the shares in issue and adopted at a 2/3 majority of the votes cast) and any other relevant Luxembourg law and with the express consent of the General Partner.

21.7 The nationality of the Company may be changed and the commitments of its shareholders may be increased only with the unanimous consent of the shareholders and bondholders (if any).

21.8 Any amendment affecting the rights of the holders of shares of any Class of shares vis-à-vis those of any other Class of shares shall only be valid if passed in accordance with article 68 of the Companies Act and the express consent of the General Partner.

21.9 A shareholder may act at any General Meeting by appointing another person (who need not be a shareholder) as its proxy in writing whether in original, by telefax, or e-mail to which an electronic signature (which is valid under Luxembourg law) is affixed.

21.10 If all the shareholders of the Company are present or represented at a General Meeting, and consider themselves as being duly convened and informed of the agenda of the meeting, the meeting may be held without prior notice.

21.11 The shareholders may vote in writing (by way of a voting bulletins) on resolutions submitted to the General Meeting provided that the written voting bulletins include (i) the name, first name, address and the signature of the relevant shareholder, (ii) the agenda as set forth in the convening notice and (iii) the voting instructions (approval, refusal, abstention) for each point of the agenda. In order to be taken into account, the original voting bulletins must be received by the Company forty-eight (48) hours before the relevant General Meeting.

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

22. Art. 22. General meetings of shareholders in a compartment or in a class of shares.

22.1 The shareholders of the Classes of shares issued in a Compartment may hold, at any time, General Meetings to decide on any matters which relate exclusively to that Compartment.

22.2 In addition, the shareholders of any Class of shares may hold, at any time, General Meetings for any matters which are specific to that Class of shares.

22.3 The provisions of articles 20.6 and 21 apply to such General Meetings.

23. Art. 23. Auditors.

23.1 The accounting information contained in the annual report of the Company shall be examined by an auditor (réviseur d'entreprises agréé) appointed by the General Meeting and remunerated by the Company.

23.2 The auditor shall fulfil all duties prescribed by the 2007 Act.

24. Art. 24. Liquidation or merger of compartments or classes of shares.

24.1 In the event that, for any reason, the value of the total net assets in any Compartment or Class has decreased to, or has not reached, an amount determined by the General Partner to be the minimum level for such Compartment or Class to be operated in an economically efficient manner or in case of a substantial modification in the political, economic or monetary situation, or as a matter of economic rationalisation, the General Partner may decide to offer to the relevant shareholders the conversion of their shares into shares of another Compartment under terms fixed by the General Partner or to compulsory redeem all the shares of the relevant Compartment or Class at the net asset value per share (taking into account projected realisation prices of investments and realisation expenses) calculated on the

Valuation Date immediately preceding the date at which such decision will take effect. The Company will serve a notice to the holders of the relevant shares prior to the effective date for the compulsory redemption, which will indicate the reasons for and the procedure for the redemption operations. Registered shareholders shall be notified in writing.

24.2 In addition, the General Meeting of any Class or of any Compartment will, in any other circumstances, have the power, upon proposal from the General Partner, to redeem all the shares of the relevant Compartment or Class and refund to the shareholders the net asset value of their shares (taking into account actual realisation prices of investments and realisation expenses) calculated on the Valuation Date at which such decision will take effect. There will be no quorum requirements for a General Meeting constituted pursuant to this article 24, which will decide by resolution taken by simple majority of those present or represented and voting at such meeting subject to the consent of the General Partner.

24.3 Any request for subscription shall be suspended as from the moment of the announcement of the liquidation, the merger or the transfer of the relevant Compartment.

24.4 Assets which may not be distributed upon the implementation of the liquidation or merger will be deposited with the Caisse de Consignation on behalf of the persons entitled thereto within the applicable time period.

24.5 All redeemed shares will be cancelled.

24.6 Under the same circumstances as provided by the first paragraph of this article, the General Partner may decide to allocate the assets of any Compartment to those of another existing Compartment or to another UCI organised under the provisions of the 2007 Act or the law of 20 December 2002 concerning undertakings for collective investment, as amended, or to another compartment within such other UCI (the New Compartment) and to redesignate the shares of the Compartment concerned as shares of another Compartment (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to shareholders). Such decision will be communicated in the same manner as described in the first paragraph of this article one month before its effective date (and, in addition, the notice to shareholders will contain information in relation to the New Compartment), in order to enable shareholders to request redemption of their shares, free of charge, during such period.

24.7 Notwithstanding the powers conferred on the General Partner by article 24.6, a contribution of the assets and liabilities attributable to any Compartment to another Compartment within the Company may, in any other circumstances, be decided upon by a General Meeting of the Compartment or Class concerned for which there will be no quorum requirements and which will decide upon such an amalgamation by resolution taken by simple majority of those present or represented and voting at such meeting, subject to the consent of the General Partner.

24.8 Furthermore, a contribution of the assets and liabilities attributable to any Compartment to another UCI referred to in article 24.6 or to another compartment within such other UCI will require a resolution of the shareholders of the Class or Compartment concerned taken with 50% quorum requirement of the shares in issue and adopted at a 2/3 majority of the shares present or represented, except when such an amalgamation is to be implemented with a Luxembourg UCI of the contractual type (fonds commun de placement) or a foreign based UCI, in which case resolutions will be binding only on such shareholders who have voted in favour of such amalgamation. Any General Meeting resolution taken in accordance with this article 24.8 is subject to the General Partner's consent.

25. Art. 25. Financial year.

25.1 The financial year of the Company will begin on 1 January and terminate on 31 December of each year, except for the first financial year which began on the date of the incorporation of the Company and should end on 31 December 2013.

26. Art. 26. Application of income.

26.1 The General Meeting determines, upon proposal from the General Partner and within the limits provided by law, how the income from the Compartment will be applied with regard to each existing Class of shares, and may declare, or authorise the General Partner to declare, distributions.

26.2 For any Class of shares entitled to distributions, the General Partner may decide to pay interim dividends in accordance with legal provisions.

26.3 Payments of distributions to owners of registered shares will be made to such shareholders at their addresses in the register of shareholders.

26.4 Distributions may be paid in such a currency and at such a time and place as the General Partner determines from time to time.

26.5 The General Partner may decide to distribute bonus stock in lieu of cash dividends under the terms and conditions set forth by the General Partner.

26.6 Any distribution that has not been claimed within five years of its declaration will be forfeit and revert to the Class(es) of shares issued in the respective Compartment.

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

27. Art. 27. Custodian.

27.1 The Company shall enter into a custodian bank agreement with a bank or savings institution which shall satisfy the requirements of the 2007 Act (the Custodian) who shall assume towards the Company and its shareholders the

responsibilities provided by the 2007 Act. The fees payable to the Custodian will be determined in the custodian bank agreement.

27.2 In the event of the Custodian desiring to retire, the General Partner shall within two months appoint another financial institution to act as custodian and upon doing so the directors shall appoint such institution to be custodian in place of the retiring Custodian. The General Partner shall have power to terminate the appointment of the Custodian but shall not remove the Custodian unless and until a successor custodian shall have been appointed in accordance with this provision to act in place thereof.

28. Art. 28. Winding up.

28.1 The Company may at any time be dissolved by a resolution of the General Meeting, subject to the quorum and majority requirements for amendment to these Articles and subject to the provisions of article 20.6 above.

28.2 If the assets of the Company fall below two-thirds of the minimum capital indicated in article 5, the question of the dissolution of the Company will be referred to the General Meeting by the General Partner. The General Meeting, for which no quorum will be required, will decide by simple majority of the votes of the shares represented at the General Meeting subject to the provisions of article 20.6 above.

28.3 The question of the dissolution of the Company will further be referred to the General Meeting whenever the share capital falls below one-fourth of the minimum capital set by article 5. In such event, the General Meeting will be held without any voting quorum requirements and the dissolution may be decided by shareholders holding one-quarter of the votes of the shares represented at the meeting.

28.4 The meeting must be convened so that it is held within a period of forty days from the determination that the net assets of the Company have fallen below two-thirds or one-quarter of the legal minimum, as the case may be.

28.5 In the event of a voluntary liquidation, the Company shall, upon its dissolution, be deemed to continue to exist for the purposes of the liquidation. The operations of the Company shall be conducted by one or several liquidators, who, after having been approved by the CSSF, shall be appointed by a General Meeting, which shall determine their powers and compensation.

28.6 If the Company were to be compulsorily liquidated, the provision of the 2007 Act will be applicable.

28.7 Should the Company be voluntarily liquidated, then its liquidation will be carried out in accordance with the provisions of the 2007 Act and the Companies Act.

28.8 The issue of new shares by the Company shall cease on the date of publication of the notice of the General Meeting, to which the dissolution and liquidation of the Company shall be proposed.

28.9 The decision to dissolve the Company will be published in the Mémorial and two newspapers with adequate circulation, one of which must be a Luxembourg newspaper.

28.10 In the event of dissolution of the Company liquidation shall be carried out by one or several liquidators (who may be physical persons or legal entities) named by the meeting of shareholders effecting such dissolution and which shall determine their powers and their compensation.

28.11 The liquidator(s) will realise each Compartment's assets in the best interests of the shareholders and apportion the proceeds of the liquidation of each Compartment, net of all liquidation expenses, among each Class of shareholders in accordance with their respective rights.

28.12 Any amounts unclaimed by the shareholders at the closing of the liquidation of the Company will be deposited with the Caisse de Consignation in Luxembourg for a duration of thirty (30) years. If amounts deposited remain unclaimed beyond the prescribed time limit, they shall be forfeit.

29. Art. 29. Applicable law.

29.1 All matters not governed by these Articles shall be determined in accordance with the 2007 Act and the Companies Act in accordance with article 1.2.

Transitory Provisions

The first financial year shall begin today and it shall end on 31 December 2013.

The first annual General Meeting will be held in 2014.

Subscription and Payment

The Articles having thus been established, the above-named parties have subscribed the shares as follows:

Valiance Farmland GP S.à r.l., prenamed:	1 (one) GP Share;
Valiance Asset Management Limited, prenamed:	50 (fifty) shares; and
Total:	51 (fifty one) shares

All these shares have been fully paid-up in cash, therefore the amount of fifty one thousand United States Dollars (USD 51,000) is now at the disposal of the Company, proof of which has been duly given to the notary.

Statement and Estimate of Costs

The notary executing this deed declares that the conditions prescribed by articles 26, 26-3 and 26-5 of the Companies Act have been fulfilled and expressly bears witness to their fulfilment. Further, the notary executing this deed confirms that these Articles comply with the provisions of article 27 of the Companies Act.

The expenses, costs, remunerations and charges in any form whatsoever, which shall be borne by the Company as a result of the present deed are estimated to be approximately EUR 2,500.-

Extraordinary General Meeting

The appearing parties, representing the entire subscribed share capital and considering themselves as having been duly convened, immediately proceeded to the holding of a general meeting.

Having first verified that the meeting was regularly constituted, the shareholders passed, with the consent of the General Partner, the following resolutions by unanimous vote:

1. that the purpose of the Company has been determined and that the Articles have been set;

2. that KPMG Audit S.à r.l., with registered office at 9, Allée Scheffer, L-2520 Luxembourg has been appointed as the external auditor of the Company for a period ending on the date of the annual general meeting to be held in 2014;

3. that the registered office of the Company is established at Carré Bonn, 20, rue de la Poste, L-2346 Luxembourg.

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

Whereof the present notary deed is drawn in Luxembourg, on the date stated above.

The document having been read to the proxyholder of the appearing parties, the proxyholder of the appearing parties signed together with Us, the notary, the present original deed.

Signé: C. LUNA et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 13 septembre 2012. Relation: LAC/2012/42633. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 18 septembre 2012.

Référence de publication: 2012119383/945.

(120161091) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 septembre 2012.

ProLogis European Properties Fund II, Fonds Commun de Placement.

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EXTRAIT

Le Règlement de Gestion daté du 12 septembre 2012 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 20 septembre 2012.

Pour la société

Signature

Référence de publication: 2012119892/12.

(120162475) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 septembre 2012.

SWIP & CWI Luxembourg (No. 1) Management Company S.à r.l., Société à responsabilité limitée.

Capital social: EUR 125.000,00.

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

R.C.S. Luxembourg B 160.067.

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RECTIFICATIF

Rectificatif de l'extrait pour publication déposé et enregistré au Registre de Commerce et des Sociétés le 12 septembre 2012 sous le numéro L120157163 et publié au Mémorial C - Recueil des Sociétés et Associations numéro 2313 du 18 septembre 2012:

L'adresse de Monsieur Peter Lillington, administrateur de classe A de la Société, est la suivante:

Edinburgh One, Morrison Street, Edinburgh, EH3 8BE (Grande-Bretagne).

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

Pour la Société
Signature

Référence de publication: 2012120554/17.

(120162675) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 septembre 2012.

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cominvest Asia Safe Kick 8/2012, Fonds Commun de Placement.

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Mitteilung an die Anteilinhaber

Die Allianz Global Investors Luxembourg S.A. (die "Verwaltungsgesellschaft") gibt bekannt, dass der nachfolgend aufgeführte Fonds aufgrund des Laufzeitendes am 31. August 2012 planmäßig aufgelöst wurde.

ISIN	WKN	Fondsname
LU0303053705	A0MSS7	cominvest Asia Safe Kick 8/2012

Alle Anteilinhaber wurden vollständig ausbezahlt und demzufolge war eine Übertragung des Liquidationserlöses an die Caisse de Consignation nicht erforderlich. Das Liquidationsverfahren für den zuvor genannten Fonds ist somit abgeschlossen.

Senningerberg, September 2012.
Die Verwaltungsgesellschaft
Allianz Global Investors Luxembourg S.A.

Référence de publication: 2012124447/755/15.

Allianz Global Investors Luxembourg S.A., Société Anonyme.

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

R.C.S. Luxembourg B 27.856.

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Mitteilung an die Anteilinhaber

Die Allianz Global Investors Luxembourg S.A. (die "Verwaltungsgesellschaft") gibt bekannt, dass per 28. August 2012 die folgenden Fonds verschmolzen wurden:

ISIN	WKN	Fondsname	Anteilklasse	Status
LU0205268237	A0DM7Y	Short Term Fixed Income Fund	A (EUR)	untergegangener Fonds
LU0294630347	A0MN4F	Dynamic Fixed Income Fund	A (EUR)	aufnehmender Fonds
LU0205268401	A0DM7Z	Short Term Fixed Income Fund	P (EUR)	untergegangener Fonds
LU0253083876	A0JK8A	Dynamic Fixed Income Fund	P (EUR)	aufnehmender Fonds

Aufgrund der Verschmelzung wurde der Fonds Short Term Fixed Income Fund aufgelöst.

Senningerberg, September 2012. *Die Verwaltungsgesellschaft.*

Référence de publication: 2012124450/755/16.

Zest Asset Management Sicav, Société d'Investissement à Capital Variable.

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

R.C.S. Luxembourg B 130.156.

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Les comptes annuels au 31 mars 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 4 septembre 2012.
Pour Zest Asset Management Sicav
BANQUE DEGROOF LUXEMBOURG S.A.
Agent Domiciliataire
Marc-André BECHET / Valérie GLANE
Directeur / Fondé de pouvoir

Référence de publication: 2012113490/15.

(120153095) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Modern Treuhand S.A., Société Anonyme.

Siège social: L-2132 Luxembourg, 2-4, avenue Marie-Thérèse.

R.C.S. Luxembourg B 86.166.

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I hereby resign as a member of the Board of Directors of Modern Treuhand S.A., R.C.S Luxembourg B-86166, with registered office situated at 2-4 Avenue Marie-Thérèse, L-2132 Luxembourg with immediate effect.

Luxembourg, September 3 rd , 2012. Elin Sjöling.

Je donne ma démission par la présente en tant qu'administrateur du conseil d'administration de Modern Treuhand S.A., R.C.S Luxembourg B- 86166, avec le siège social situé au 2-4 Avenue Marie-Thérèse, L-2132 Luxembourg avec effet immédiat.

Luxembourg, le 3 septembre 2012. Elin Sjöling.

Référence de publication: 2012112837/14.

(120152393) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

Selecta - European Franchise Distribution Systems AG, Société Anonyme.

Siège social: L-1449 Luxembourg, 20, rue de l'Eau.

R.C.S. Luxembourg B 152.629.

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EXTRAIT

Il résulte d'une assemblée générale extraordinaire qui s'est tenue à Luxembourg, en date du 20 août 2012, enregistrée à Esch/Alzette A.C., le 28 août 2012;

Relation: EAC/2011/11308, que l'AGE a pris les décisions suivantes:

Que Monsieur Roy REDING, né le 17 juillet 1965 à Luxembourg, demeurant professionnellement à L-1449 Luxembourg, 20, rue de l'Eau, démissionne de sa qualité d'administrateur unique, avec effet au jour des présentes.

Que Monsieur Michael RENNIG, né le 04 octobre 1970 à Ottweiler (Allemagne), demeurant à D-66540 Neunkirchen, 10, Schiffweilerstrasse est nommé comme administrateur unique de la société, avec effet au jour des présente.

Pour extrait conforme

Référence de publication: 2012112950/16.

(120152392) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

Twist Beauty Packaging S.à r.l., Société à responsabilité limitée.

Capital social: EUR 202.217,00.

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

R.C.S. Luxembourg B 152.772.

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Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 22 août 2012.

Référence de publication: 2012113459/10.

(120153151) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Tivoli Servicing S.à r.l., Société à responsabilité limitée.

Siège social: L-1273 Luxembourg, 19, rue de Bitbourg.

R.C.S. Luxembourg B 171.163.

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STATUTES

In the year two thousand and twelve, on the twenty-third day of August.

Before the undersigned Maître Henri Hellinckx, notary, residing in Luxembourg, Grand Duchy of Luxembourg.

THERE APPEARED:

BRE/Europe 6NQ S.à r.l.,a société à responsabilité limitée, governed by the laws of the Grand-Duchy of Luxembourg and having its registered office at 19, rue de Bitbourg, L-1273 Luxembourg, registered with the Luxembourg Trade and Companies under number B 166230,

here represented by Ms. Carole Noblet, lawyer, professionally residing in Luxembourg, by virtue of a proxy, given under private seal in Luxembourg, on 20 August 2012.

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

Such appearing party, acting in its hereabove stated capacity, have required the officiating notary to enact the deed of incorporation of a private limited company (société à responsabilité limitée) which he declares organized and the articles of association of which shall be as follows:

A. Purpose - Duration - Name - Registered office

Art. 1. There is hereby established among the current owner of the shares created hereafter and all those who may become shareholders in future, a private limited company (société à responsabilité limitée) (hereinafter the "Company") which shall be governed by the law of 10 August 1915 concerning commercial companies, as amended, as well as by the present articles of incorporation.

Art. 2. The purpose of the Company shall be the holding of participations, in any form whatsoever, in Luxembourg and foreign companies and any other form of investment, the acquisition by purchase, subscription or in any other manner as well as the transfer by sale, exchange or otherwise of securities of any kind and the administration, control and development of its portfolio.

The Company may further guarantee, grant loans or otherwise assist the companies or entities in which it holds a direct or indirect participation or which form part of the same group of companies or entities as the Company.

The Company may carry out any commercial, industrial or financial activities which it may deem useful in accomplishment of its purpose.

In particular, the Company will provide the companies within its portfolio with the services necessary to their administration, control and development. For that purpose, the Company may require and retain the assistance of other advisors.

Art. 3. The Company is incorporated for an unlimited period.

Art. 4. The Company will assume the name of "Tivoli Servicing S.à r.l.".

Art. 5. The registered office of the Company is established in Luxembourg. It may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of a general meeting of its shareholders. Within the same borough, the registered office may be transferred through simple resolution of the manager or the board of managers. Branches or other offices may be established either in Luxembourg or abroad.

B. Share capital - Shares

Art. 6. The Company's share capital is set at twelve thousand five hundred euro (EUR 12,500.-) represented by five hundred (500) shares with a par value of twenty-five euro (EUR 25.-) each.

Each share is entitled to one vote at ordinary and extraordinary general meetings.

Art. 7. The share capital may be modified at any time subject to the approval of a majority of shareholders representing three quarters of the share capital at least.

Art. 8. The Company will recognise only one holder per share. The joint coowners shall appoint a single representative who shall represent them towards the Company.

Art. 9. The Company's shares are freely transferable among shareholders. Inter vivos, they may only be transferred to non-shareholders subject to the approval of such transfer given by the shareholders in a general meeting, at a majority of three quarters of the share capital.

In the event of death, the shares of the deceased shareholder may only be transferred to new shareholders subject to the approval of such transfer given by the other shareholders in a general meeting, at a majority of three quarters of the rights owned by the survivors. Such approval is, however, not required in case the shares are transferred either to parents, descendants or the surviving spouse.

Art. 10. The death, bankruptcy or insolvency of one of the shareholders will not cause the dissolution of the Company.

C. Management

Art. 11. The Company is managed by one or several managers, which do not need to be shareholders.

The manager(s) is (are) appointed by the general meeting of shareholders which sets the term of their office.

The Company will be bound in all circumstances by the signature of its sole manager.

In the case of several managers, the Company is managed by a board of managers, who need not necessarily be shareholders. In that case, the Company will be bound in all circumstances by the signature of two members of the board of managers. The managers may be dismissed freely at any time.

The sole manager or the board of managers may grant powers of attorney by authentic proxy or by private instrument.

Art. 12. The board of managers shall choose from among its members a chairman, and may choose from among its members a vice-chairman. It may also choose a secretary, who need not be a manager, who shall be responsible for keeping the minutes of the meetings of the board of managers.

In dealings with third parties, the board of manager has the most extensive powers to act in the name of the Company in all circumstances and to authorise all transactions consistent with the Company's purpose.

The board of managers shall meet upon call by the chairman, or two managers, at the place indicated in the notice of meeting. The chairman shall preside at all meeting of the board of managers, but in his absence, the board of managers may appoint another manager as chairman pro tempore by vote of the majority present at any such meeting.

Written notice of any meeting of the board of managers must be given to the managers twenty-four hours at least in advance of the date foreseen for the meeting, except in case of emergency, in which case the nature and the motives of the emergency shall be mentioned in the notice. This notice may be omitted in case of assent of each manager in writing, by cable, telegram, telex or facsimile, or any other similar means of communication. A special convocation will not be required for a board meeting to be held at a time and location determined in a prior resolution adopted by the board of managers.

Any manager may act at any meeting of the board of managers by appointing in writing or by cable, telegram, telex or facsimile another manager as his proxy. A manager may represent more than one of his colleagues.

Any manager may participate in any meeting of the board of managers by conference-call, videoconference or by other similar means of communication allowing all the persons taking part in the meeting to hear one another. The participation in a meeting by these means is equivalent to a participation in person at such meeting. The board of managers can deliberate or act validly only if at least a majority of the managers is present or represented at a meeting of the board of managers. Decisions shall be taken by a majority of votes of the managers present or represented at such meeting.

The board of managers may, unanimously, pass resolutions by circular means when expressing its approval in writing, by cable, telegram, telex or facsimile, or any other similar means of communication, to be confirmed in writing. The entirety will form the minutes giving evidence of the resolution.

Art. 13. The minutes of any meeting of the board of managers shall be signed by the chairman or, in his absence, by the vice-chairman, or by two managers. Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise shall be signed by the chairman, or by two managers.

Art. 14. The death or resignation of a manager, for any reason whatsoever, shall not cause the dissolution of the Company.

Art. 15. The manager(s) do not assume, by reason of its/their position, any personal liability in relation to commitments regularly made by them in the name of the Company. They are authorised agents only and are therefore merely responsible for the execution of their mandate.

D. Decisions of the sole shareholder - Collective decisions of the shareholders

Art. 16. Each shareholder may participate in the collective decisions irrespective of the numbers of shares which he owns. Each shareholder is entitled to as many votes as he holds or represents shares.

Art. 17. Collective decisions are only validly taken in so far they are adopted by shareholders owning more than half of the share capital.

The amendment of the articles of incorporation requires the approval of a majority of shareholders representing three quarters of the share capital at least.

Art. 18. The sole shareholder exercises the powers granted to the general meeting of shareholders under the provisions of section XII of the law of 10 August 1915 concerning commercial companies, as amended.

Art. 19. At no time shall the Company have more than thirty (30) shareholders. At no time shall an individual be allowed to become a shareholder of the Company.

E. Financial year - Annual accounts - Distribution of profits

Art. 20. The Company's year commences on the first of January and ends on the thirty-first of December.

Art. 21. Each year on the thirty-first of December, the accounts are closed and the managers prepare an inventory including an indication of the value of the Company's assets and liabilities. Each shareholder may inspect the above inventory and balance sheet at the Company's registered office.

Art. 22. Five per cent (5%) of the net profit are set aside for the establishment of a statutory reserve, until such reserve amounts to ten per cent (10%) of the share capital. The balance may be freely used by the shareholder(s). Interim dividends may be distributed in compliance with the terms and conditions provided for by law.

F. Dissolution - Liquidation

Art. 23. In the event of a dissolution of the Company, the Company shall be liquidated by one or more liquidators, which do not need to be shareholders, and which are appointed by the general meeting of shareholders which will

determine their powers and fees. Unless otherwise provided, the liquidators shall have the most extensive powers for the realisation of the assets and payment of the liabilities of the Company.

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

Art. 24. All matters not governed by these articles of incorporation shall be determined in accordance with the law of 10 August 1915 on commercial companies and amendments thereto.

Subscription and Payment

The five hundred (500) shares have been subscribed by BRE/Europe 6NQ S.à r.l.

The shares so subscribed are fully paid up in cash so that the amount of twelve thousand five hundred euro (EUR 12,500.-) entirely allocated to the share capital is as of now available to the Company, as it has been justified to the undersigned notary.

Transitional disposition

The first financial year shall begin on the date of the formation of the Company and shall terminate on 31 December 2012.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of its incorporation are estimated at approximately EUR 1,200.-.

Sole shareholder resolutions

Immediately after the incorporation of the Company, the above named person, representing the entire subscribed capital and exercising the powers of the sole shareholder, passed the following resolutions:

1. The registered office of the Company shall be at 19, rue de Bitbourg, L1273 Luxembourg,

2. BRE/Management 6 S.A., a société anonyme, governed by the laws of the Grand-Duchy of Luxembourg, having its registered office at 19, rue de Bitbourg, L-1273 Luxembourg, registered with the Luxembourg trade and companies register under the number B 164777 is appointed as manager of the Company for an indefinite period.

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

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

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

Suit la traduction en français du texte qui précède:

L'an deux mille douze, le vingt-trois août.

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

A comparu:

BRE/Europe 6NQ S.à r.l., une société à responsabilité limitée, régie par les lois du Grand-Duché de Luxembourg ayant son siège social au 19, rue de Bitbourg, L-1273 Luxembourg, enregistrée au registre de commerce et des sociétés de Luxembourg sous le numéro B 166230,

ici représentée par Mademoiselle Carole Noblet, maître en droit, demeurant professionnellement à Luxembourg, en vertu d'une procuration sous seing privé donnée à Luxembourg, le 20 août 2012.

La procuration signée ne varietur par la comparante et par le notaire soussigné restera annexée au présent acte pour être soumise avec lui aux formalités de l'enregistrement.

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

A. Objet - Durée - Dénomination - Siège

Art. 1 er . Il est formé par les présentes entre le propriétaire actuel des parts ci-après créées et tous ceux qui pourront le devenir par la suite, une société à responsabilité limitée (la «Société») qui sera régie par la loi du 10 août 1915 concernant les sociétés commerciales telle que modifiée, ainsi que par les présents statuts.

Art. 2. La Société a pour objet la prise de participations, sous quelque forme que ce soit, dans des sociétés luxembourgeoises ou étrangères, et toutes autres formes de placements, l'acquisition par achat, souscription ou de toute autre manière ainsi que l'aliénation par la vente, échange ou toute autre manière de valeurs mobilières de toutes espèces et la gestion, le contrôle et la mise en valeur de ces participations.

La Société peut également garantir, accorder des prêts à ou assister autrement des sociétés ou entités dans lesquelles elle détient une participation directe ou indirecte ou des sociétés ou entités qui font partie du même groupe de sociétés que la Société.

La Société pourra exercer toutes activités de nature commerciale, industrielle ou financière estimées utiles pour l'accomplissement de son objet.

En particulier, la Société pourra fournir aux sociétés dans lesquelles elle détient une participation les services nécessaires à leur gestion, contrôle et mise en valeur. Dans ce but, la Société pourra demander l'assistance de conseillers extérieurs.

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

Art. 4. La Société prend la dénomination de «Tivoli Servicing S.à r.l.».

Art. 5. Le siège social est établi à Luxembourg. Il peut être transféré en toute autre localité du Grand-Duché de Luxembourg en vertu d'une décision de l'assemblée générale des associés. Le siège social peut être transféré au sein de la même commune par une simple resolution du gérant ou du conseil de gérance. La Société peut ouvrir des agences ou succursales dans toutes autres localités du pays ou dans tous autres pays.

B. Capital social - Parts sociales

Art. 6. Le capital social est fixé à la somme de douze mille cinq cents euros (EUR 12.500,-) représenté par cinq cents (500) parts sociales, d'une valeur nominale de vingt-cinq euros (EUR 25,-) chacune.

Chaque part sociale donne droit à une voix dans les délibérations des assemblées générales ordinaires et extraordinaires.

Art. 7. Le capital social pourra, à tout moment, être modifié moyennant accord de la majorité des associés représentant au moins les trois quarts du capital social.

Art. 8. Les parts sociales sont indivisibles à l'égard de la Société qui ne reconnaît qu'un seul propriétaire pour chacune d'elles. Les copropriétaires indivis de parts sociales sont tenus de se faire représenter auprès de la Société par une seule et même personne.

Art. 9. Les parts sociales sont librement cessibles entre associés. 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 décès d'un associé, les parts sociales de ce dernier ne peuvent être transmises à des non-associés que moyennant l'agrément, donné en assemblée générale, des associés représentant les trois quarts des parts appartenant aux associés survivants. Dans ce dernier cas cependant, le consentement n'est pas requis lorsque les parts sont transmises, soit à des ascendants ou descendants, soit au conjoint survivant.

Art. 10. Le décès, la faillite ou la déconfiture de l'un des associés ne met pas fin à la Société.

C. Gérance

Art. 11. La Société est gérée par un ou plusieurs gérants, qui n'ont pas besoin d'être associés.

Le(s) gérant(s) est/sont nommé(s) par l'assemblée générale des associés laquelle fixera la durée de leur mandat.

La Société sera engagée en toutes circonstances par la signature de son gérant unique.

En cas de plusieurs gérants, la Société est administrée par un conseil de gérance, associés ou non. Dans ce cas la Société sera engagée en toutes circonstances par la signature conjointe de deux membres du conseil de gérance. Les gérants sont librement et à tout moment révocables.

Le conseil de gérance peut également conférer tous mandats spéciaux par procuration authentique ou sous seing privé.

Art. 12. Le conseil de gérance choisira parmi ses membres un président et pourra choisir parmi ses membres un vice-président. Il pourra également choisir un secrétaire qui n'a pas besoin d'être gérant et qui sera en charge de la tenue des procès-verbaux des réunions du conseil de gérance.

Vis-à-vis des tiers, le conseil de gérance a les pouvoirs les plus étendus pour agir au nom de la Société en toutes circonstances et pour faire autoriser tous les actes et opérations relatifs à son objet.

Le conseil de gérance se réunira sur convocation du président ou de deux gérants au lieu indiqué dans l'avis de convocation. Le président présidera toutes les réunions du conseil de gérance; en son absence le conseil de gérance pourra désigner à la majorité des personnes présentes à cette réunion un autre gérant pour assumer la présidence pro tempore de ces réunions.

Avis écrit de toute réunion du conseil de gérance sera donné à tous les gérants au moins vingt-quatre heures avant la date prévue pour la réunion, sauf s'il y a urgence, auquel cas la nature et les motifs de cette urgence seront mentionnés dans l'avis de convocation. Il pourra être passé outre à cette convocation à la suite de l'assentiment de chaque gérant par écrit ou par câble, télégramme, télex, télécopieur ou tout autre moyen de communication similaire. Une convocation

spéciale ne sera pas requise pour une réunion du conseil de gérance se tenant à une heure et un endroit déterminés dans une résolution préalablement adoptée par le conseil de gérance.

Tout gérant pourra se faire représenter à toute réunion du conseil de gérance en désignant par écrit ou par câble, télégramme, télex ou télécopie un autre gérant comme son mandataire. Un gérant peut présenter plusieurs de ses collègues.

Tout gérant peut participer à une réunion du conseil de gérance par conférence téléphonique, par visioconférence ou par d'autres moyens de communication similaires où toutes les personnes prenant part à cette réunion peuvent s'entendre les unes les autres. La participation à une réunion par ces moyens équivaut à une présence en personne à une telle réunion. Le conseil de gérance ne pourra délibérer ou agir valablement que si la majorité au moins des gérants est présente ou représentée à la réunion du conseil de gérance. Les décisions sont prises à la majorité des voix des gérants présents ou représentés à cette réunion.

Le conseil de gérance pourra, à l'unanimité, prendre des résolutions par voie circulaire en exprimant son approbation au moyen d'un ou de plusieurs écrits ou par câble, télégramme, télex, télécopieur ou tout autre moyen de communication similaire, à confirmer par écrit, le tout ensemble constituant le procès-verbal faisant preuve de la décision intervenue.

Art. 13. Les procès-verbaux de toutes les réunions du conseil de gérance seront signés par le président ou, en son absence, par le vice-président, ou par deux gérants. Les copies ou extraits des procès-verbaux destinés à servir en justice ou ailleurs seront signés par le président ou par deux gérants.

Art. 14. Le décès d'un gérant ou sa démission, pour quelque motif que ce soit, n'entraîne pas la dissolution de la Société.

Art. 15. Le ou les gérant(s) ne contractent, à raison de leur fonction, 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.

D. Décisions de l'associé unique - Décisions collectives des associés

Art. 16. Chaque associé peut participer aux décisions collectives quel que soit le nombre de parts qui lui appartient. Chaque associé a un nombre de voix égal au nombre de parts qu'il possède ou représente.

Art. 17. 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.

Les statuts ne peuvent être modifiés que moyennant décision de la majorité des associés représentant les trois quarts du capital social.

Art. 18. L'associé unique exerce les pouvoirs dévolus à l'assemblée des associés par les dispositions de la section XII de la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée.

Art. 19. Le nombre d'associés de la Société ne pourra jamais dépasser trente (30). Une personne physique ne pourra jamais prétendre au statut d'associé de la Société.

E. Année sociale - Bilan - Répartition

Art. 20. L'année sociale commence le 1 er janvier et se termine le 31 décembre de chaque année.

Art. 21. Chaque année, au 31 décembre, les comptes sont arrêtés et le ou les gérant(s) dressent un inventaire comprenant l'indication des valeurs actives et passives de la Société. Tout associé peut prendre communication au siège social de l'inventaire et du bilan.

Art. 22. Cinq pour cent (5%) du bénéfice net est réservé à la création d'une réserve statutaire jusqu'à ce que cette réserve s'élève à dix pour cent (10%) du capital social. Le solde pourra être librement utilisé par le ou les actionnaire(s). Des dividendes intérimaires pourront être distribués conformément aux termes et conditions prévus par la loi.

F. Dissolution - Liquidation

Art. 23. En cas de dissolution de la Société, la liquidation sera faite par le ou les gérant(s) en fonction, ou par un ou plusieurs liquidateur(s), associé(s) ou non, nommé(s) par l'assemblée des associés qui fixera leurs pouvoirs et leurs émoluments. Le ou les liquidateur(s) auront les pouvoirs les plus étendus pour la réalisation de l'actif et le paiement du passif.

L'actif, après déduction du passif, sera partagé entre les associés en proportion des parts sociales détenues dans la Société.

Art. 24. Pour tout ce qui n'est pas réglé par les présents statuts, les associés s'en réfèrent aux dispositions de la loi du 10 août 1915 telle qu'elle a été modifiée.

Souscription et Libération

Les cinq cents (500) parts sociales ont été souscrites par BRE/Europe 6NQ S.à r.l., préqualifiée.

Les parts sociales ainsi souscrites sont entièrement libérées de sorte que la somme de douze mille cinq cents euros (EUR 12.500,-) entièrement allouée au capital social, est dès maintenant à la disposition de la Société, ce dont il a été justifié au notaire soussigné.

Disposition transitoire

Le premier exercice social commence à la date de la constitution de la Société et finira le 31 décembre 2012.

Frais

Les parties ont évalué le montant des frais et dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à charge à raison de sa constitution à environ EUR 1.200,-.

Résolutions de l'associé unique

Et aussitôt l'associé unique, représentant l'intégralité du capital social, a pris les résolutions suivantes:

1. Le siège social de la Société est établi au 19, rue de Bitbourg, L-1273 Luxembourg.

2. BRE/Management 6 S.A., une société anonyme régie selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 19, rue de Bitbourg, L-1273 Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 164777, est nommée gérant de la Société pour une durée indéterminée.

Dont acte, passé à Luxembourg, les jours, mois et an qu'en tête des présentes.

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

Et après lecture faite et interprétation donnée à la comparante, connue du notaire instrumentant par nom, prénom usuel, état et demeure, la comparante a signé le présent acte avec le notaire.

Signé: C. NOBLET – H. HELLINCKX.

Enregistré à Luxembourg Actes Civils, le 27 août 2012. Relation: LAC/2012/40122. Reçu soixante-quinze euros 75,00 EUR.

Le Receveur ff. (signé): Carole FRISING.

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

Luxembourg, le trois septembre de l'an deux mille douze.

Référence de publication: 2012112982/301.

(120152351) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

TEIF Germany Einbeck S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 120.743.

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Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 04 septembre 2012.

TMF Luxembourg S.A.

Signature

Référence de publication: 2012113460/12.

(120152922) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

TEIF Germany Simmern S.à r.l., Société à responsabilité limitée unipersonnelle.

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

R.C.S. Luxembourg B 132.334.

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Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 04 septembre 2012.

TMF Luxembourg S.A.

Signature

Référence de publication: 2012113461/12.

(120152913) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Terminaux Intermodaux de Bettembourg, Société Anonyme.

Siège social: L-3225 Bettembourg, Zone Industrielle Schéleck.

R.C.S. Luxembourg B 76.057.

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Les comptes annuels au 31/12/2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2012113466/10.

(120152733) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

TEIF Germany Urbach S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 120.735.

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Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 04 septembre 2012.

TMF Luxembourg S.A.

Signature

Référence de publication: 2012113462/12.

(120152894) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Tiger Holding Four Jobs S.à r.l., Société à responsabilité limitée.

Capital social: USD 25.823.751,80.

Siège social: L-1840 Luxembourg, 39, boulevard Joseph II.

R.C.S. Luxembourg B 144.171.

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Les comptes annuels pour la période du 29 décembre 2008 (date de constitution) au 31 décembre 2009 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 16 août 2012.

Référence de publication: 2012113468/11.

(120153155) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

TONIC Food & Fashion Sàrl, Société à responsabilité limitée.

Siège social: L-3441 Dudelange, 37, avenue Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 144.526.

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Les comptes annuels du 01/01/2011 au 31/12/2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2012113471/10.

(120152741) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Trinity Biotech Luxembourg Sàrl, Société à responsabilité limitée.

Siège social: L-1140 Luxembourg, 49, route d'Arlon.

R.C.S. Luxembourg B 159.307.

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Le Bilan au 31 décembre 2011 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2012113472/9.

(120152684) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Wohnimmobilien AG, Société Anonyme.

Siège social: L-2128 Luxembourg, 22, rue Marie-Adélaide.

R.C.S. Luxembourg B 116.718.

—

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2012113483/10.

(120152808) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

WSI Education Holdings S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 106.071.

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Les comptes annuels au 31 Décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pinar Sakinmaz
Manager

Référence de publication: 2012113488/11.

(120152901) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Walterstuff s.à r.l., Société à responsabilité limitée.

Siège social: L-9690 Watrange, 4, rue Abbé Welter.

R.C.S. Luxembourg B 97.790.

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

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

Signature.

Référence de publication: 2012113485/10.

(120152746) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Windows International, Société Anonyme Holding.

Siège social: L-2310 Luxembourg, 16, avenue Pasteur.

R.C.S. Luxembourg B 47.135.

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Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2012113487/10.

(120153090) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

WSI Education S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 105.793.

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Les comptes annuels au 31 Décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pinar Sakinmaz
Manager

Référence de publication: 2012113489/11.

(120152892) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Belinvest Finance S.A., Société Anonyme.

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

R.C.S. Luxembourg B 72.669.

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EXTRAIT

Il résulte du procès-verbal de l'assemblée générale ordinaire tenue en date du 3 septembre 2012 que:

- M. Albert AFLALO a démissionné de sa fonction d'administrateur avec effet immédiat.

- A été élu aux fonctions d'administrateur en remplacement de l'administrateur démissionnaire:

* Monsieur Patrick AFLALO, administrateur de sociétés, né le 09/10/1959 à Fès (Maroc), demeurant professionnellement à L-1118 Luxembourg, Rue Aldringen 23.

Son mandat prendra fin à l'issue de l'Assemblée générale annuelle de 2018.

Pour extrait sincère et conforme

Référence de publication: 2012112604/15.

(120152402) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

Edelweiss 4 S.A., Société Anonyme.

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

R.C.S. Luxembourg B 133.389.

—

EXTRAIT

Il résulte du procès-verbal de l'assemblée générale ordinaire du 3 septembre 2012 que:

- Ont été réélus aux fonctions d'administrateurs:

* Madame Joëlle MAMANE, administrateur de sociétés, née à Fès (Maroc), le 14 janvier 1951, demeurant professionnellement à L-1118 Luxembourg, rue Aldringen, 23.

* Madame Marie-Laure AFLALO, administrateur de sociétés, née à Fès (Maroc), le 22 octobre 1966, demeurant professionnellement à L-1118 Luxembourg, rue Aldringen, 23.

* Monsieur Philippe AFLALO, administrateur de sociétés, né à Fès (Maroc), le 18 décembre 1970, demeurant professionnellement à L-1118 Luxembourg, rue Aldringen, 23.

- Est réélue au poste de Commissaire:

* MONTBRUN REVISION Sàrl, RCS Luxembourg N° B67501, dont le siège social est établi au 2, avenue Charles de Gaulle - Le Dôme - Espace Pétrusse L-1653 Luxembourg.

Leurs mandats prendront fin à l'issue de l'assemblée générale annuelle de 2018.

Pour extrait sincère et conforme

Référence de publication: 2012112666/21.

(120152399) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

Lone Star Capital Investments S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 91.796.

—

Les statuts coordonnés de la société 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 3 septembre 2012.

Référence de publication: 2012112793/10.

(120152441) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

Modern Treuhand S.A., Société Anonyme.

Siège social: L-2132 Luxembourg, 2-4, avenue Marie-Thérèse.

R.C.S. Luxembourg B 86.166.

—

I hereby resign from the day-to-day management of MODERN TREUHAND S.A. with immediate effect.

Luxembourg, September 3 rd 2012. Elin Sjöling.

Je donne ma démission par la présente en tant que délégué à la gestion journalière de MODERN TREUHAND S.A. avec effet immédiat.

Luxembourg, le 3 September 2012. Elin Sjöling.

Référence de publication: 2012112838/12.

(120152393) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

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

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 110.203.

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Extrait des résolutions de l'associé unique datées du 30 août 2012

Il résulte desdites résolutions que:

- la démission de Madame Cecily Deane MAK en tant que gérant B de la Société a été acceptée avec effet au 1 er août 2012;

- Madame Michaela DOMKE, née à Brugg, Suisse le 12 janvier 1975, avec adresse professionnelle au 46a, Avenue John F. Kennedy, L-1855 Luxembourg a été nommée en tant que nouveau gérant A de la Société avec effet immédiat et pour une période indéterminée.

Pour extrait conforme,

Luxembourg, le 3 septembre 2012.

Référence de publication: 2012112842/17.

(120152424) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

RM2 S.A., Société Anonyme.

Siège social: L-1325 Luxembourg, 5, rue de la Chapelle.

R.C.S. Luxembourg B 143.964.

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EXTRAIT

Il résulte des résolutions prises lors de l'assemblée générale ordinaire de la Société tenue en date du 13 août 2012 que Monsieur Dominique BACH né le 22 décembre 1957 à Strasbourg domicilié 9 chemin de l'Ecluse CH- 2022 Bevaix Suisse a été élu aux fonctions de 5 ème administrateur.

Son mandat prendra fin lors de l'assemblée générale ordinaire des actionnaires qui se tiendra en 2015

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

Pour la société

Un mandataire

Référence de publication: 2012112909/15.

(120152437) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

MLOCG European Real Estate S.à r.l., Société à responsabilité limitée.

Siège social: L-2340 Luxembourg, 23, rue Philippe II.

R.C.S. Luxembourg B 106.584.

—

In the year two thousand twelve, on the thirtieth of July.

Before Maître Joseph ELVINGER, notary public residing at Luxembourg, Grand-Duchy of Luxembourg, undersigned.

Is held an Extraordinary General Meeting of the shareholders of "MLOCG European Real Estate S.à r.l.", a "société à responsabilité limitée", established at L-2340 Luxembourg, 23, Rue Philippe II, R.C.S. Luxembourg section B number 106.584, incorporated by deed dated March 4 th , 2005, published in the Luxembourg Memorial C number 674 of the 8 th of July 2005.

The meeting is presided by Mrs Flora GIBERT, lawyer, residing in Luxembourg.

The chairwoman appointed as secretary and the meeting elected as scrutineer Mrs Rachel UHL, lawyer, residing in Luxembourg.

The chairwoman declared and requested the notary to act:

I.- That the shareholders present or represented and the number of their shares 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 registered with this minute.

II.- As appears from the attendance list, all the shares representing the whole capital of the company are represented so that the meeting can validly decide on all the items of the agenda.

III.- That the agenda of the present extraordinary general meeting is the following:

Agenda

1. To dissolve the Company and to put the Company into liquidation.

2. To appoint as liquidator Mr Stefano GIUFFRA, chartered accountant residing in Luxembourg.

3.- To determine the powers to be given to the liquidator and the remuneration of the liquidator as stated in the proposal presented by AGIF S.A.

4.- Miscellaneous.

After the foregoing was approved by the meeting, the meeting unanimously took the following resolutions:

First resolution:

The meeting decides to put the company into liquidation.

Second resolution:

The meeting appoints as liquidator:

Mr Stefano GIUFFRA, chartered accountant, residing in Luxembourg.

The liquidator has the most extended powers as provided by articles 144 to 148bis of the Luxembourg companies law. He may carry out all the deeds provided by article 145 without previous general meeting authorization if required by law.

All powers are granted to the liquidator to represent the company for all operation being a matter of liquidation purpose to realise the assets, to discharge all liabilities and to distribute the net assets of the company to the shareholders in proportion to their shareholding, in kind or in cash.

The said person may in particular, without the following enumeration being limitative, sell, exchange and alienate all either movable or immovable properties and all related rights, and alienate the said property or properties if the case arises, grant release with waiver of all chattels, charges, mortgages and actions for rescission, of all registrations, entries, garnishments and attachments, absolve the registrar of mortgages from automatic registration, accord all priorities of mortgages and of charges, concede priorities of registration, make all payments even if they are not ordinary administrative payments, remit all debts, compound and compromise on all matters of interest to the Company, extend all jurisdictions, and renounce remedies at law or acquired rights of prescription. His remuneration is determined as stated in the proposal presented by AGIF S.A.

There being no further business on the Agenda, the meeting was thereupon adjourned.

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

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

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

Suit la traduction en français du texte qui précède:

L'an deux mille douze, le trente juillet.

Par devant Maître Joseph ELVINGER, notaire de résidence à Luxembourg, soussigné.

Se réunit l'assemblée générale extraordinaire des associés de la société à responsabilité limitée "MLOCG European Real Estate S.à r.l.", ayant son siège social à L-2340 Luxembourg, 23, Rue Philippe II, inscrite au Registre de Commerce et des Sociétés à Luxembourg, section B sous le numéro 106.584, constituée suivant acte reçu en date du 04 mars 2005, publié au Mémorial C numéro 674 du 8 juillet 2005.

La séance est ouverte sous la présidence de Madame Flora GIBERT, juriste, demeurant à Luxembourg.

La présidente désigne comme secrétaire et l'assemblée choisit comme scrutatrice Madame Rachel UHL, juriste, demeurant à Luxembourg.

La présidente déclare et prie le notaire d'acter:

I.- Que les associés présents ou représentés et le nombre de parts sociales qu'ils détiennent sont renseignés sur une liste de présence, signée par le président, le secrétaire, les scrutateurs et le notaire soussigné. Ladite liste de présence ainsi que les procurations resteront annexées au présent acte pour être soumises avec lui aux formalités de l'enregistrement.

II.- Qu'il appert de cette liste de présence que toutes les parts sociales représentant l'intégralité du capital social sont représentées à la présente assemblée générale extraordinaire, de sorte que l'assemblée peut décider valablement sur tous les points portés à l'ordre du jour.

III.- Que l'ordre du jour de l'assemblée est le suivant:

Ordre du jour

1. Décision de la mise en liquidation de la société.

2. Nomination de M Stefano GIUFFRA, expert-comptable, demeurant à Luxembourg, en tant que liquidateur.

3. Détermination des pouvoirs du liquidateur et de la rémunération du liquidateur telle que définie suivant la proposition de AGIF S.A.

4. Divers.

Après en avoir délibéré, l'assemblée générale a pris à l'unanimité les résolutions suivantes:

Première résolution:

L'assemblée décide la dissolution anticipée de la société et sa mise en liquidation volontaire.

Deuxième résolution:

L'assemblée nomme liquidateur:

M. Stefano GIUFFRA, expert-comptable, demeurant à Luxembourg.

Le liquidateur a les pouvoirs les plus étendus prévus par les articles 144 à 148bis des lois coordonnées sur les sociétés commerciales. Il peut accomplir les actes prévus à l'article 145 sans devoir recourir à l'autorisation de l'assemblée générale dans les cas où elle est requise..

Pouvoir est conféré au liquidateur de représenter la société pour toutes opérations pouvant relever des besoins de la liquidation, de réaliser l'actif, d'apurer le passif et de distribuer les avoirs nets de la société aux associés, proportionnellement au nombre de leurs actions, en nature ou en numéraire.

Il peut notamment, et sans que l'énumération qui va suivre soit limitative, vendre, échanger et aliéner tous biens tant meubles qu'immeubles et tous droits y relatifs; donner mainlevée, avec renonciation à tous droits réels, privilèges, hypothèques et actions résolutoires, de toutes inscriptions, transcriptions, mentions, saisies et oppositions; dispenser le conservateur des hypothèques de prendre inscription d'office; accorder toutes priorités d'hypothèques et de privilèges; céder tous rangs d'inscription; faire tous paiements, même s'ils n'étaient pas de paiements ordinaires d'administration; remettre toutes dettes; transiger et compromettre sur tous intérêts sociaux; proroger toutes juridictions; renoncer aux voies de recours ou à des prescriptions acquises. Sa rémunération est fixée suivant la proposition faite par AGIF S.A.

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

Dont procès-verbal, passé à Luxembourg, les jour, mois et an qu'en tête des présentes.

Et après lecture faite aux comparants, ils ont tous signé avec Nous notaire la présente minute.

Le notaire soussigné qui comprend et parle l'anglais, déclare que sur la demande des comparants le présent acte est en langue anglaise, suivi d'une version française.

A la demande des comparants et en cas de divergence entre le texte anglais et le texte français, le texte anglais fait foi.

Signé: F. Gibert, R. Uhl, J. Elvinger.

Enregistré à Luxembourg Actes Civils, le 1 er août 2012. Relation: LAC/2012/36660. Reçu douze euros 12,00 €.

Le Receveur (signé): C. Frising.

Référence de publication: 2012112835/109.

(120152285) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

City Parking Group Holdings S.A., Société Anonyme.

Siège social: L-2134 Luxembourg, 58, rue Charles Martel.

R.C.S. Luxembourg B 76.515.

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Extrait des résolutions adoptées par l'actionnaire unique de la société en date du 30 août 2012:

Marcin Benbenek a démissionné de sa fonction d'administrateur classe B de la société avec effet au 3 septembre 2012.

Pour extrait conforme
Pour la société
Un mandataire

Référence de publication: 2012112618/12.

(120152469) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

Furka S.A., Société Anonyme.

Siège social: L-1371 Luxembourg, 3, Val Sainte Croix.

R.C.S. Luxembourg B 34.909.

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Il résulte du procès-verbal de l'assemblée générale ordinaire des actionnaires de la société FURKA S.A., tenue au siège social le 26 avril 2012 que les décisions suivantes ont été prises à l'unanimité:

Les mandats suivants ont été renouvelés comme suit à partir du 26 avril 2012:

- aux postes d'administrateurs pour une période de six ans:

* Monsieur Yves Jean VAN RENTERGHEM, administrateur, demeurant à L-1371 Luxembourg au 5, Val Ste Croix;

* Monsieur Rainer BUCHECKER, administrateur, demeurant à CH-1297 Fournex au 3, Chemin Vert;

- au poste d'administrateur-délégué pour une période de six ans:

* Monsieur Yves Jean VAN RENTERGHEM, administrateur, demeurant à L-1371 Luxembourg au 5, Val Ste Croix;

- au poste de commissaire aux comptes pour une période de six ans:

* FIDUCIAIRE FERNAND FABER S.A., inscrite au Registre de Commerce et des Sociétés de et à Luxembourg sous le numéro B-54.231 et ayant son siège social à L-2450 Luxembourg au 15, boulevard Roosevelt.

Le mandat de Monsieur Jean-Pierre FAURE n'ayant pas été renouvelé, il est procédé à la nomination d'un nouvel administrateur à savoir;

- Monsieur Tom SCHILTZ, administrateur, demeurant à L-8393 Olm au 53, rue de Cappellen;

Ces mandats prendront Un à l'issue de l'assemblée générale ordinaire qui se tiendra en 2018,

Luxembourg, le 21 juin 2012.

Pour la société FURKA S.A.

FIDUCIAIRE FERNAND FABER

Référence de publication: 2012112702/25.

(120152463) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

Kom-Eko Holdings S.A., Société Anonyme.

Siège social: L-2134 Luxembourg, 58, rue Charles Martel.

R.C.S. Luxembourg B 161.751.

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Extrait des résolutions adoptées par l'actionnaire unique de la société en date du 30 août 2012:

Premyslaw Bielicki et Marcin Benbenek ont démissionné de leur fonction d'administrateur classe B de la société avec effet au 3 septembre 2012.

Pour extrait conforme

Pour la société

Un mandataire

Référence de publication: 2012112784/13.

(120152471) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

Rollinger Walfer S.A., Société Anonyme.

Siège social: L-7243 Bereldange, 66, rue du Dix Octobre.

R.C.S. Luxembourg B 42.998.

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EXTRAIT

Il résulte de l'Assemblée Générale Ordinaire du 27 juin 2012 que:

- Monsieur Sven Rollinger, administrateur de société, demeurant à L-7257 Helmsange, 7 Millewee a été nommé nouvel administrateur jusqu'à l'assemblée générale statutaire à tenir en l'an 2018.

et que les mandats des administrateurs actuellement en fonction, à savoir:

- Monsieur Nico Rollinger, administrateur de sociétés, demeurant à L-8126 Bridel, 2, rue Guillaume Stolz

- Monsieur Serge Rollinger, administrateur de sociétés, demeurant à L-7243 Bereldange, 48, rue du X Octobre

et le mandat de l'administrateur-délégué actuellement en fonction, à savoir:

- Monsieur Serge Rollinger, administrateur de sociétés, demeurant à L-7243 Bereldange, 48, rue du X Octobre

ainsi que le mandat du commissaire aux comptes actuellement en fonction, à savoir:

- Monsieur Jean-Jacques Scherer, conseiller fiscal, avec adresse professionnelle au 1-3, Millewee, L-7257 Walferdange

sont renouvelés et se termineront à l'issue de l'assemblée générale statutaire à tenir en l'an 2018.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 06 juillet 2012.

Référence de publication: 2012112911/21.

(120152440) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

MJO Invest S.à r.l., Société à responsabilité limitée.

Capital social: SEK 120.000,00.

Siège social: L-1511 Luxembourg, 121, avenue de la Faïencerie.

R.C.S. Luxembourg B 166.126.

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Dépôt complémentaire du 17 juillet 2012 sous la référence L120123113

Extrait des résolutions prises par l'associé unique de la Société le 12 juillet 2012

Suite au décès, le 1 er avril 2012, de Monsieur Martin Olsson, gérant de catégorie B de la Société, avec adresse à Annastigen 31:2, S-931 70 Skellefteå, Suède, il a été décidé que la gérante de catégorie A, Madame Laura Laine, née le 16 janvier 1978 à Rauman mlk (Finlande), avec adresse professionnelle au 121, avenue de la Faïencerie, L-1511 Luxembourg, soit nommée gérante unique de la Société avec effet au 1 er avril 2012, pour une durée indéterminée.

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

Pour extrait sincère et conforme
Pour MJO Invest S.à r.l.
Un mandataire

Référence de publication: 2012112834/18.

(120152423) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2012.

Luxembourg International Real Estate Holdings S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 89.955.

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

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

Référence de publication: 2012113292/9.

(120153179) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Ultim Equity Group S.A., Société Anonyme.

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

R.C.S. Luxembourg B 128.760.

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Les comptes annuels au 30 juin 2009 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 septembre 2012.
Pour: ULTIM EQUITY GROUP S.A.
Société anonyme
Experta Luxembourg
Société anonyme
Mireille Wagner / Isabelle Marechal-Gerlaxhe

Référence de publication: 2012113474/15.

(120152893) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Trident Li S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 120.319.

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Les comptes annuels au 30 avril 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour extrait conforme

Référence de publication: 2012113458/10.

(120152903) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Syncos Investments SA, Société Anonyme.

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

R.C.S. Luxembourg B 158.029.

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Les comptes annuels au 31 Décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2012113455/10.

(120152830) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Sources Immo S.A., Société Anonyme.

Siège social: L-4772 Pétange, 41A, rue de la Piscine.

R.C.S. Luxembourg B 69.985.

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Les comptes annuels au 31/12/2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2012113445/9.

(120152727) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Société pour l'Aménagement du Plateau du St Esprit S.à r.l., Société à responsabilité limitée.

Siège social: L-1616 Luxembourg, 6-10, place de la Gare.

R.C.S. Luxembourg B 20.438.

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Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2012113444/10.

(120152682) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

SLIH Groupe, Société à responsabilité limitée.

Siège social: L-8308 Capellen, 75, Parc d'activités.

R.C.S. Luxembourg B 159.773.

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Les comptes annuels au 31/12/2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2012113443/9.

(120153192) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Senna Cordonnerie Rapide S.A., Société Anonyme.

Siège social: L-7525 Mersch, rue de Colmar-Berg.

R.C.S. Luxembourg B 138.165.

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Les comptes annuels au 31.12.2010 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: 2012113440/9.

(120152993) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Securinov S.A., Société Anonyme.

Siège social: L-9265 Diekirch, 2-4, rue du Palais.

R.C.S. Luxembourg B 147.273.

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Les comptes annuels au 31.12.2010 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: 2012113439/9.

(120152992) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 septembre 2012.

Keyle Investments S.A., Société Anonyme.

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

R.C.S. Luxembourg B 54.129.

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In the year two thousand and twelve, on the sixteenth of August.

Before Us, Maître Jean-Joseph WAGNER, notary, residing in Sanem (Luxembourg).

Was held an extraordinary general meeting of the shareholders of "KEYLE INVESTMENTS S.A.", a société anonyme, having its registered office in Luxembourg, 42, rue de la Vallée, (R.C.S. Luxembourg: B 54129), incorporated by a notarial deed on February 21, 1996, published in the Mémorial C, Recueil des Sociétés et Associations, number 260 of May 30, 1996.

The articles of incorporation have been amended pursuant to a notarial deed on May 27, 2009, published in the Mémorial C, Recueil des Sociétés et Associations, number 1230 of June 25, 2009.

The extraordinary general meeting is opened by Mrs Elisa Paola ARMANDOLA, private employee, with professional address in Luxembourg in the chair.

The Chairman appoints as secretary of the meeting Mrs Christelle HERMANT-DOMANGE, private employee, with professional address in Luxembourg.

The meeting elects as scrutineer Mrs Christine RACOT, private employee, with professional address in Luxembourg.

The bureau of the meeting having thus been constituted, the Chairman declares and requests the notary to state that:

I) The agenda of the meeting is the following:

Agenda

1. Increase of the corporate capital by an amount of EUR 1,489,700.-, so as to raise it from the amount of EUR 840,500.- to the amount of EUR 2,330,200.-, by the creation and the issue of, and, the subscription to 14,897 new shares of a par value of EUR 100.-each to be entirely paid up by incorporation of part of the claim which the sole shareholder has against the company KEYLE INVESTMENTS S.A., société anonyme.

2. Subsequent amendment of the first paragraph of the article 5 of the Articles of Incorporation to read as follows:

" **Art. 5§1.** The corporate capital is fixed at two million three hundred and thirty thousand two hundred Euro (EUR 2,330,200.-) divided into twenty-three thousand three hundred and two (23,302) shares of one hundred Euro (EUR 100.-) each."

3. Complete update of the by-laws in order to adapt them to above changes and taking into account the current legislation:

Art. 1. There exists a corporation (société anonyme) under the name of KEYLE INVESTMENTS S.A.

The registered office is established in Luxembourg. It may be transferred to another address within the municipality of Luxembourg-city by resolution of the board of directors.

If extraordinary events of a political, economic, or social character, likely to impair normal activity at the registered office or easy communication between that office and foreign countries shall occur, or shall be imminent, the registered office may be provisionally transferred abroad. Such temporary measure shall, however, have no effect on the nationality of the corporation, which notwithstanding such provisional transfer of the registered office, shall remain a Luxembourg corporation.

The corporation is established for an unlimited period.

Art. 2. The object of the corporation is the taking of participating interests, in whatsoever form, in other, either Luxembourg or foreign companies, and the management, control and development of such participating interests.

The corporation may in particular acquire real estate and all types of transferable securities, either by way of contribution, subscription, option, purchase or otherwise, as well as realise them by sale, transfer, exchange or otherwise.

The corporation may also acquire and manage all patents and other rights deriving from these patents or complementary thereto.

The corporation may borrow and grant any assistance, loan, advance or guarantee to companies.

The company may also perform any transactions in real estate and in transferable securities, and may carry on any commercial, industrial and financial activity, which it may deem necessary and useful to the accomplishment of its purposes.

Art. 3. The corporate capital is fixed at two million three hundred and thirty thousand two hundred Euro (EUR 2,330,200.-) divided into twenty-three thousand three hundred and two (23,302) shares of one hundred Euro (EUR 100.-) each.

The shares may be registered or bearer shares, at the option of the holder, except those shares for which the law on Commercial Companies of 10 August 1915, as amended prescribes the registered form.

The corporation's shares may be created, at the owner's option in certificates representing single shares or two or more shares.

The corporation may, to the extent and under the terms permitted by law, purchase its own shares.

Art. 4. The corporation shall be managed by a board of directors composed of at least three members, who need not to be shareholders. However, in case the Company is incorporated by a sole shareholder or that it is acknowledged in a general meeting of shareholders that the Company has only one shareholder left, the composition of the board of director may be limited to one (1) member only until the next ordinary general meeting acknowledging that there is more than one shareholder in the Company.

The directors shall be appointed for a period not exceeding six years and they shall be re-eligible; they may be removed at any time.

In the event of a vacant directorship previously appointed by general meeting, the remaining directors as appointed by general meeting have the right to provisionally fill the vacancy, such decision to be ratified by the next general meeting.

Art. 5. The board of directors has full power to perform such acts as shall be necessary or useful to the corporation's object. All matters not expressly reserved to the general meeting by law or by the present Articles of Incorporation are within the competence of the board of directors.

In case the Company has only one director, such director exercises all the powers granted to the board of directors.

The board of directors shall choose from among its members a chairman; in the absence of the chairman, another director may preside over the meeting.

The board can validly deliberate and act only if the majority of its members are present or represented, a proxy between directors, which may be given by letter, telegram or telex, being permitted. In case of emergency, directors may vote by letter, telegram, telex or facsimile.

Any director may participate in any meeting of the board of directors by way of videoconference or by any other similar means of communication allowing their identification. These means of communication must comply with technical characteristics guaranteeing the effective participation to the meeting, which deliberation must be broadcasted uninterruptedly. The participation in a meeting by these means is equivalent to a participation in person at such meeting. The meeting held by such means of communication is reputed held at the registered office of the Company.

Resolutions signed by all the directors shall be valid and binding in the same manner as if passed at a meeting of the board of directors duly convened and held. Such signatures may appear on a single document or on multiple copies of an identical document stating the terms of the resolution accurately, and may be evidenced by letter, telefax or telex.

Resolutions shall require a majority vote. In case of a tie, the chairman has a casting vote.

According to article 60 of the law on Commercial Companies of 10 August 1915, as amended, the daily management of the Company as well as the representation of the Company in relation with this management may be delegated to one or more directors, officers, managers or other agents, associate or not, acting alone or jointly. Their nomination, revocation and powers shall be settled by a resolution of the board of directors. The delegation to a member of the board of directors shall entail the obligation for the board of directors to report each year to the ordinary general meeting on the salary, fees and any advantages granted to the delegate. The Company may also grant special powers by authentic proxy or power of attorney by private instrument.

The Company will be bound by the joint signature of two (2) directors or the sole signature of any persons to whom such signatory power shall be delegated by the board of directors. In case the board of directors is composed of one (1) member only, the Company will be bound by the signature of the sole director.

Art. 6. The corporation shall be supervised by one or more auditors, who need not be shareholders; they shall be appointed for a period not exceeding six years and they shall be re-eligible; they may be removed at any time.

Art. 7. The corporation's financial year shall begin on the first of January and shall end on the thirty-first of December of the same year.

Art. 8. The annual general meeting shall be held in Luxembourg at the registered office or such other place as indicated in the convening notices on the first Monday of June at 11.00 a.m.

If said day is a public holiday, the meeting shall be held the next following working day.

Art. 9. Convening notices of all general meetings shall be made in compliance with the legal provisions. If all the shareholders are present or represented and if they declare that they have had knowledge of the agenda submitted to their consideration, the general meeting may take place without previous convening notices.

The board of directors may decide that the shareholders desiring to attend the general meeting must deposit their bearer shares five clear days before the date fixed therefore. Every shareholder has the right to vote in person or by proxy, who need not be a shareholder.

Each share gives the right to one vote.

Art. 10. The general meeting of shareholders has the most extensive powers to carry out or ratify such acts as may concern the corporation.

It shall determine the appropriation and distribution of net profits.

The board of directors is authorised to pay interim dividends in accordance with the terms prescribed by law.

Art. 11. The Law of August 10, 1915, on Commercial Companies, as amended, shall apply in so far as these Articles of Incorporation do not provide for the contrary.

4. Miscellaneous.

II) The shareholders present or represented and the number of their shares held by each of them are shown on an attendance list, which, signed by the shareholders or their representatives and by the bureau of the meeting, will remain annexed to the present deed to be filed at the same time with the registration authorities.

III) It appears from the said attendance-list that all the shares representing the total subscribed capital are present or represented at this meeting. All the shareholders present declare that they have had due notice and knowledge of the agenda prior to this meeting, so that no convening notices were necessary.

IV) The present meeting, representing the whole corporate capital, is regularly constituted and may validly deliberate on all the items on the agenda.

After deliberation, the meeting adopts unanimously the following resolutions:

First resolution

The extraordinary general meeting resolved to increase the corporate capital by an amount of one million four hundred eighty-nine thousand seven hundred Euro (EUR 1,489,700.-), so as to raise it from its current amount of eight hundred forty thousand five hundred Euro (EUR 840,500.-) to the amount of two million three hundred thirty thousand two hundred Euro (EUR 2,330,200.-), by the creation and the issue of fourteen thousand eight hundred ninety-seven (14,897) new shares of a par value of one hundred Euro (EUR 100.-) each to be entirely paid up.

Subscription and Payment

The increase of capital is subscribed by the sole shareholder, here represented by Mrs Elisa Paola ARMANDOLA previously named, by virtue of a proxy given in Luxembourg on July 2, 2012.

This increase of capital is realised by contribution and transformation of part of a liquid and due debt held by the Company for the benefit of the sole shareholder, amounting totally to one million four hundred eightynine thousand seven hundred and thirty-five Euro and ninety cents (EUR 1,489,735.90).

The total contribution of one million four hundred eighty-nine thousand seven hundred and thirty-five Euro and ninety cents (EUR 1,489,735.90) will be allocated as follows:

(i) one million four hundred eighty-nine thousand seven hundred Euro (EUR 1,489,700.-) will be allocated to the share capital of the Company and

(ii) thirty-five Euro ninety cents (EUR 35.90) will be allocated to the share premium account.

The abovementioned debt is described and valuated in a report of an independent auditor established by "Grant Thornton Lux Audit S.A.", réviseur d'entreprises agréé, 83 Pafebruch, L-8308 Capellen, on August 10, 2012, which will remain annexed to the present deed.

The conclusions of this report are the following:

«Based on our work, no facts came to our attention, which will make us believe that the global value of the contribution in kind is not at least corresponding to the number and the par value of the Company's shares to be issued, and the respective allocations to the share premium account.»

This report will remain annexed to the present deed.

Second resolution

As a consequence of the previous resolution, the first paragraph of the article 5 of the Articles of Incorporation will be read as follows:

Art. 5. (First paragraph). "The corporate capital is fixed at two million three hundred and thirty thousand two hundred Euro (EUR 2,330,200.-) divided into twenty-three thousand three hundred and two (23,302) shares of one hundred Euro (EUR 100.-) each."

Third resolution

The extraordinary general meeting resolved to amend the purpose of the Company in order to read as follows:

"The object of the corporation is the taking of participating interests, in whatsoever form, in other, either Luxembourg or foreign companies, and the management, control and development of such participating interests.

The corporation may in particular acquire real estate and all types of transferable securities, either by way of contribution, subscription, option, purchase or otherwise, as well as realise them by sale, transfer, exchange or otherwise.

The corporation may also acquire and manage all patents and other rights deriving from these patents or complementary thereto.

The corporation may borrow and grant any assistance, loan, advance or guarantee to companies.

The company may also perform any transactions in real estate and in transferable securities, and may carry on any commercial, industrial and financial activity, which it may deem necessary and useful to the accomplishment of its purposes."

Fourth resolution

The extraordinary general meeting resolved to proceed to a complete update of the by-laws according to above changes and taking into account the current legislation as follows:

Art. 1. There exists a corporation (société anonyme) under the name of KEYLE INVESTMENTS S.A.

The registered office is established in Luxembourg. It may be transferred to another address within the municipality of Luxembourg-city by resolution of the board of directors.

If extraordinary events of a political, economic, or social character, likely to impair normal activity at the registered office or easy communication between that office and foreign countries shall occur, or shall be imminent, the registered office may be provisionally transferred abroad. Such temporary measure shall, however, have no effect on the nationality of the corporation, which notwithstanding such provisional transfer of the registered office, shall remain a Luxembourg corporation.

The corporation is established for an unlimited period.

Art. 2. The object of the corporation is the taking of participating interests, in whatsoever form, in other, either Luxembourg or foreign companies, and the management, control and development of such participating interests.

The corporation may in particular acquire real estate and all types of transferable securities, either by way of contribution, subscription, option, purchase or otherwise, as well as realise them by sale, transfer, exchange or otherwise.

The corporation may also acquire and manage all patents and other rights deriving from these patents or complementary thereto.

The corporation may borrow and grant any assistance, loan, advance or guarantee to companies.

The company may also perform any transactions in real estate and in transferable securities, and may carry on any commercial, industrial and financial activity, which it may deem necessary and useful to the accomplishment of its purposes.

Art. 3. The corporate capital is fixed at two million three hundred and thirty thousand two hundred Euro (EUR 2,330,200.-) divided into twenty-three thousand three hundred and two (23,302) shares of one hundred Euro (EUR 100.-) each.

The shares may be registered or bearer shares, at the option of the holder, except those shares for which the law on Commercial Companies of 10 August 1915, as amended prescribes the registered form.

The corporation's shares may be created, at the owner's option in certificates representing single shares or two or more shares.

The corporation may, to the extent and under the terms permitted by law, purchase its own shares.

Art. 4. The corporation shall be managed by a board of directors composed of at least three members, who need not to be shareholders. However, in case the Company is incorporated by a sole shareholder or that it is acknowledged in a general meeting of shareholders that the Company has only one shareholder left, the composition of the board of director may be limited to one (1) member only until the next ordinary general meeting acknowledging that there is more than one shareholder in the Company.

The directors shall be appointed for a period not exceeding six years and they shall be re-eligible; they may be removed at any time.

In the event of a vacant directorship previously appointed by general meeting, the remaining directors as appointed by general meeting have the right to provisionally fill the vacancy, such decision to be ratified by the next general meeting.

Art. 5. The board of directors has full power to perform such acts as shall be necessary or useful to the corporation's object. All matters not expressly reserved to the general meeting by law or by the present Articles of Incorporation are within the competence of the board of directors.

In case the Company has only one director, such director exercises all the powers granted to the board of directors.

The board of directors shall choose from among its members a chairman; in the absence of the chairman, another director may preside over the meeting.

The board can validly deliberate and act only if the majority of its members are present or represented, a proxy between directors, which may be given by letter, telegram or telex, being permitted. In case of emergency, directors may vote by letter, telegram, telex or facsimile.

Any director may participate in any meeting of the board of directors by way of videoconference or by any other similar means of communication allowing their identification. These means of communication must comply with technical

characteristics guaranteeing the effective participation to the meeting, which deliberation must be broadcasted uninterruptedly. The participation in a meeting by these means is equivalent to a participation in person at such meeting. The meeting held by such means of communication is reputed held at the registered office of the Company.

Resolutions signed by all the directors shall be valid and binding in the same manner as if passed at a meeting of the board of directors duly convened and held. Such signatures may appear on a single document or on multiple copies of an identical document stating the terms of the resolution accurately, and may be evidenced by letter, telefax or telex.

Resolutions shall require a majority vote. In case of a tie, the chairman has a casting vote.

According to article 60 of the law on Commercial Companies of 10 August 1915, as amended, the daily management of the Company as well as the representation of the Company in relation with this management may be delegated to one or more directors, officers, managers or other agents, associate or not, acting alone or jointly. Their nomination, revocation and powers shall be settled by a resolution of the board of directors. The delegation to a member of the board of directors shall entail the obligation for the board of directors to report each year to the ordinary general meeting on the salary, fees and any advantages granted to the delegate. The Company may also grant special powers by authentic proxy or power of attorney by private instrument.

The Company will be bound by the joint signature of two (2) directors or the sole signature of any persons to whom such signatory power shall be delegated by the board of directors. In case the board of directors is composed of one (1) member only, the Company will be bound by the signature of the sole director.

Art. 6. The corporation shall be supervised by one or more auditors, who need not be shareholders; they shall be appointed for a period not exceeding six years and they shall be re-eligible; they may be removed at any time.

Art. 7. The corporation's financial year shall begin on the first of January and shall end on the thirty-first of December of the same year.

Art. 8. The annual general meeting shall be held in Luxembourg at the registered office or such other place as indicated in the convening notices on the first Monday of June at 11.00 a.m.

If said day is a public holiday, the meeting shall be held the next following working day.

Art. 9. Convening notices of all general meetings shall be made in compliance with the legal provisions. If all the shareholders are present or represented and if they declare that they have had knowledge of the agenda submitted to their consideration, the general meeting may take place without previous convening notices.

The board of directors may decide that the shareholders desiring to attend the general meeting must deposit their bearer shares five clear days before the date fixed therefore. Every shareholder has the right to vote in person or by proxy, who need not be a shareholder.

Each share gives the right to one vote.

Art. 10. The general meeting of shareholders has the most extensive powers to carry out or ratify such acts as may concern the corporation.

It shall determine the appropriation and distribution of net profits.

The board of directors is authorised to pay interim dividends in accordance with the terms prescribed by law.

Art. 11. The Law of August 10, 1915, on Commercial Companies, as amended, shall apply in so far as these Articles of Incorporation do not provide for the contrary.

Estimate of costs

The expenses, costs, fees and charges of any kind whatsoever, which fall to be paid by the corporation as a result of this document are estimated at three thousand euro.

Nothing else being on the agenda, the meeting was thereupon closed.

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

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

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

Suit la traduction française de ce qui précède

L'an deux mille douze, le seize août.

Par-devant Maître Jean-Joseph WAGNER, notaire de résidence à Sanem, Grand-Duché de Luxembourg.

S'est réunie l'assemblée générale extraordinaire des actionnaires de la société «KEYLE INVESTMENTS S.A.» (la «Société»), une société anonyme, établie et ayant son siège social au 42 rue de la Vallée, L-2661 Luxembourg, inscrite au Registre de Commerce et des Sociétés de et à Luxembourg, section B sous le numéro 54129, constituée suivant acte

notarié en date du 21 février 1996, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 260 du 30 mai 1996. Les statuts ont été modifiés suivant acte notarié en date du 27 mai 2009, publié au Mémorial C, Recueil des Sociétés et Associations numéro 1230 du 25 juin 2009.

L'assemblée est ouverte sous la présidence de Madame Elisa Paola ARMANDOLA, employée privée, avec adresse professionnelle à Luxembourg.

La Présidente désigne comme secrétaire Madame Christelle HERMANT-DOMANGE, employée privée, avec adresse professionnelle à Luxembourg.

L'assemblée choisit comme scrutatrice Madame Christine RACOT, employée privée, avec adresse professionnelle à Luxembourg.

Les actionnaires présents ou représentés à la présente assemblée ainsi que le nombre d'actions possédées par chacun d'eux ont été portés sur une liste de présence, signée par les actionnaires présents et par les mandataires de ceux représentés, et à laquelle liste de présence, dressée par les membres du bureau, les membres de l'assemblée déclarent se référer.

Ladite liste de présence, après avoir été signée «ne varietur» par les membres du bureau et le notaire instrumentant, restera annexée au présent acte avec lequel elle sera enregistrée.

Resteront pareillement annexées au présent acte, avec lequel elles seront enregistrées, les procurations émanant des actionnaires représentés à la présente assemblée, signées «ne varietur» par les comparants et le notaire instrumentant.

La Présidente expose et l'assemblée constate:

I. Que la présente assemblée générale extraordinaire a pour

Ordre du jour:

1. Augmentation du capital social de la société d'un montant de EUR 1.489.700,-pour le porter de son montant actuel de EUR 840,500.-à EUR 2.330.200,-par la création de, l'émission de et la souscription à 14.897 actions nouvelles d'une valeur nominale de cent Euros (EUR 100,-) chacune entièrement libérées par incorporation d'une partie des créances envers la société KEYLE INVESTMENTS S.A. de son actionnaire unique.

2. Modification subséquente du premier alinéa de l'article 5 des statuts comme suit:

« **Art. 5§1.** Le capital social est fixé à deux millions trois cent trente mille deux cents Euros (EUR 2.330.200,-) divisé en vingt-trois mille trois cent et deux (23.302) actions de cent Euros (EUR 100,-) chacune.».

3. Refonte complète des statuts conformément aux modifications reprises ci-dessus et à la législation en vigueur actuellement:

Art. 1 er . Il existe une société anonyme luxembourgeoise sous la dénomination de KEYLE INVESTMENTS S.A.

Le siège social est établi à Luxembourg. Il pourra être transféré à tout autre endroit de la commune de Luxembourg par décision du Conseil d'administration.

Lorsque des événements extraordinaires d'ordre politique, économique ou social, de nature à compromettre l'activité normale au siège social ou la communication aisée de ce siège avec l'étranger se produiront ou seront imminents, le siège social pourra être déclaré transféré provisoirement à l'étranger, sans que toutefois cette mesure puisse avoir d'effet sur la nationalité de la société laquelle, nonobstant ce transfert provisoire du siège, restera luxembourgeoise.

La durée de la société est illimitée.

Art. 2. La société a pour objet la prise de participations sous quelque forme que ce soit, dans d'autres sociétés luxembourgeoises ou étrangères, ainsi que la gestion, le contrôle et la mise en valeur de ces participations.

La société peut notamment acquérir par voie d'apport, de souscription, d'option, d'achat et de toute autre manière des valeurs immobilières et mobilières de toutes espèces et les réaliser par voie de vente, cession, échange ou autrement.

La société peut également acquérir et mettre en valeur tous brevets et autres droits se rattachant à ces brevets ou pouvant les compléter.

La société peut emprunter et accorder à d'autres sociétés, tous concours, prêts, avances ou garanties.

La société peut également procéder à toutes opérations immobilières, mobilières, commerciales, industrielles et financières nécessaires et utiles pour la réalisation de l'objet social.

Art. 3. Le capital social est fixé à deux millions trois cent trente mille deux cents Euros (EUR 2.330.200,-) divisé en vingt-trois mille trois cent et deux (23.302) actions de cent Euros (EUR 100,-) chacune.

Les actions sont nominatives ou au porteur, au choix de l'actionnaire, à l'exception de celles pour lesquelles la loi prescrit la forme nominative.

Les actions de la société peuvent être créées, au choix du propriétaire, en titres unitaires ou en certificats représentatifs de plusieurs actions.

La société peut procéder au rachat de ses propres actions, sous les conditions prévues par la loi.

Art. 4. La société est administrée par un conseil composé de trois membres au moins, actionnaires ou non. Toutefois, lorsque la société est constituée par un actionnaire unique ou que, à une assemblée générale des actionnaires, il est

constaté que celle-ci n'a plus qu'un actionnaire unique, la composition du conseil d'administration peut être limitée à un (1) membre jusqu'à l'assemblée générale ordinaire suivant la constatation de l'existence de plus d'un actionnaire.

Les administrateurs sont nommés pour une durée qui ne peut dépasser six ans; ils sont rééligibles et toujours révocables.

En cas de vacance d'une place d'administrateur nommé par l'assemblée générale, les administrateurs restants ainsi nommés ont le droit d'y pourvoir provisoirement. Dans ce cas, l'assemblée générale, lors de la première réunion, procède à l'élection définitive.

Art. 5. Le Conseil d'administration a le pouvoir d'accomplir tous les actes nécessaires ou utiles à la réalisation de l'objet social; tout ce qui n'est pas réservé à l'assemblée générale par la loi ou les présents statuts est de sa compétence.

Lorsque la société compte un seul administrateur, il exerce les pouvoirs dévolus au conseil d'administration.

Le Conseil d'administration devra choisir en son sein un président; en cas d'absence du président, la présidence de la réunion sera conférée à un administrateur présent.

Le Conseil d'administration ne peut délibérer que si la majorité de ses membres est présente ou représentée, le mandat entre administrateurs, qui peut être donné par écrit, télégramme ou télex, étant admis. En cas d'urgence, les administrateurs peuvent émettre leur vote par écrit, télégramme, télex ou télécopieur.

Tout administrateur peut participer à une réunion du Conseil d'administration de la Société par voie de vidéoconférence ou par tout autre moyen de communication similaire permettant son identification. Ces moyens de communication doivent respecter des caractéristiques techniques garantissant la participation effective à la réunion, dont la délibération devra être retransmise sans interruption. La participation à une réunion par ces moyens est équivalente à une participation en personne à cette réunion. La réunion tenue par l'intermédiaire de tels moyens de communication sera réputée tenue au siège social de la Société.

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Les décisions du Conseil d'administration sont prises à la majorité des voix; en cas de partage, la voix de celui qui préside la réunion est prépondérante.

La gestion journalière de la Société ainsi que la représentation de la Société en ce qui concerne cette gestion pourront, conformément à l'article 60 de la Loi, être déléguées à un ou plusieurs administrateurs, directeurs, gérants et autres agents, associés ou non, agissant seuls ou conjointement. Leur nomination, leur révocation et leurs attributions seront réglées par une décision du conseil d'administration. La délégation à un membre du conseil d'administration impose au conseil l'obligation de rendre annuellement compte à l'assemblée générale ordinaire des traitements, émoluments et avantages quelconques alloués au délégué. La société peut également conférer tous mandats spéciaux par procuration authentique ou sous seing privé.

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Art. 6. La surveillance de la société est confiée à un ou plusieurs commissaires, actionnaires ou non, nommés pour une durée qui ne peut dépasser six ans, rééligibles et toujours révocables.

Art. 7. L'année sociale commence le premier janvier et finit le trente et un décembre de la même année.

Art. 8. L'assemblée générale annuelle se réunit le premier lundi du mois de juin à 11.00 heures à Luxembourg au siège social ou à tout autre endroit à désigner par les convocations.

Si ce jour est un jour férié, l'assemblée se tiendra le premier jour ouvrable suivant.

Art. 9. Les convocations pour les assemblées générales sont faites conformément aux dispositions légales. Elles ne sont pas nécessaires lorsque tous les actionnaires sont présents ou représentés, et qu'ils déclarent avoir eu préalablement connaissance de l'ordre du jour.

Le Conseil d'administration peut décider que pour pouvoir assister à l'assemblée générale, le propriétaire d'actions doit en effectuer le dépôt cinq jours francs avant la date fixée pour la réunion; tout actionnaire aura le droit de voter en personne ou par mandataire, actionnaire ou non.

Chaque action donne droit à une voix.

Art. 10. L'assemblée générale des actionnaires a les pouvoirs les plus étendus pour faire ou ratifier tous les actes qui intéressent la société.

Elle décide de l'affectation et de la distribution du bénéfice net.

Le Conseil d'administration est autorisé à verser des acomptes sur dividendes en se conformant aux conditions prescrites par la loi.

Art. 11. La loi du 10 août 1915 sur les sociétés commerciales ainsi que ses modifications ultérieures, trouveront leur application partout où il n'y est pas dérogé par les présents statuts.

4. Divers.

II) Il a été établi une liste de présence renseignant les actionnaires présents ou représentés ainsi que le nombre d'actions qu'ils détiennent, laquelle liste de présence, après avoir été signée par les actionnaires ou leurs mandataires et par les membres du Bureau, sera enregistrée avec le présent acte pour être soumis à l'enregistrement en même temps.

III) Il résulte de ladite liste de présence que toutes les actions représentant l'intégralité du capital social sont présentes ou représentées à cette assemblée. Tous les actionnaires présents se reconnaissent dûment convoqués et déclarent par ailleurs avoir eu connaissance de l'ordre du jour qui leur a été communiqué au préalable, de sorte qu'il a pu être fait abstraction des convocations d'usage.

IV) La présente assemblée, représentant l'intégralité du capital social est régulièrement constituée et peut valablement délibérer sur son ordre du jour.

Après délibération, l'assemblée prend, à l'unanimité, les résolutions suivantes:

Première résolution

L'assemblée générale décide d'augmenter le capital social de la société à concurrence d'un montant d'un million quatre cent quatre-vingt-neuf mille sept cents Euros (EUR 1.489.700,-) pour le porter de son montant actuel de huit cent quarante mille cinq cents Euros (EUR 840.500,-) à deux millions trois cent trente mille deux cents Euros (EUR 2.330.200,-) par la création et l'émission de quatorze mille huit cent quatre-vingt-dix-sept (14.897) actions nouvelles d'une valeur nominale de cent Euros (EUR 100,-).

Souscription et Libération

L'augmentation de capital est souscrite à l'instant même par l'actionnaire unique, ici représenté par Madame Elisa Paola ARMANDOLA, prénommée, en vertu d'une procuration donnée à Luxembourg le 2 juillet 2012.

Laquelle procuration, après avoir été signée «ne varietur» par tous les membres du bureau et par le notaire instrumentant, restera annexée au présent acte pour être formalisée avec lui.

Cette augmentation de capital sera réalisée par l'apport et la transformation en capital d'une partie d'une créance certaine, liquide et exigible d'un montant total d'un million quatre cent quatre-vingt-neuf mille sept cent trente-cinq Euros et quatre-vingt-dix cents (EUR 1.489.735,90) existant à charge de la Société au profit de l'actionnaire unique.

L'apport d'un million quatre cent quatre-vingt-neuf mille sept cent trente-cinq Euros et quatre-vingt-dix cents (EUR 1.489.735,90) sera alloué comme suit:

(i) un million quatre cent quatre-vingt-neuf mille sept cents Euros (EUR 1.489.700,-) au capital social et

(ii) trente-cinq Euros et quatre-vingt-dix cents (EUR 35,90) pour le compte de prime d'émission.

La créance prémentionnée est décrite et évaluée dans un rapport de réviseur d'entreprises établi par la société «GRANT THORNTON LUX AUDIT S.A.», 83 Pafebruch, L-8308 Capellen, réviseur d'entreprises en date du 10 août 2012, lequel restera annexé aux présentes.

Ce rapport, rédigé en langue anglaise, conclut comme suit:

«Based on our work, no facts came to our attention, which will make us believe that the global value of the contribution in kind is not at least corresponding to the number and the par value of the Company's shares to be issued, and the respective allocations to the share premium account.».

Ce rapport restera annexé aux présentes.

Deuxième résolution

En conséquence de la résolution précédente, le premier alinéa de l'article 5 des statuts de la Société est modifié et aura désormais la teneur suivante:

Art. 5. (Premier alinéa). «Le capital social est fixé à deux millions trois cent trente mille deux cents Euros (EUR 2.330.200,-) divisé en vingt-trois mille trois cent et deux (23.302) actions de cent Euros (EUR 100,-) chacune.».

Troisième résolution

L'assemblée générale extraordinaire décide modifier l'objet social de la société comme suit:

«La société a pour objet la prise de participations sous quelque forme que ce soit, dans d'autres sociétés luxembourgeoises ou étrangères, ainsi que la gestion, le contrôle et la mise en valeur de ces participations.

La société peut notamment acquérir par voie d'apport, de souscription, d'option, d'achat et de toute autre manière des valeurs immobilières et mobilières de toutes espèces et les réaliser par voie de vente, cession, échange ou autrement.

La société peut également acquérir et mettre en valeur tous brevets et autres droits se rattachant à ces brevets ou pouvant les compléter.

La société peut emprunter et accorder à d'autres sociétés, tous concours, prêts, avances ou garanties.

La société peut également procéder à toutes opérations immobilières, mobilières, commerciales, industrielles et financières nécessaires et utiles pour la réalisation de l'objet social.»

Quatrième résolution

Ensuite, l'assemblée générale extraordinaire décide de procéder à une refonte complète des statuts conformément aux modifications reprises ci-dessus et à la législation en vigueur comme suit:

Art. 1 er . Il existe une société anonyme luxembourgeoise sous la dénomination de

KEYLE INVESTMENTS S.A.

Le siège social est établi à Luxembourg. Il pourra être transféré à tout autre endroit de la commune de Luxembourg par décision du Conseil d'administration.

Lorsque des événements extraordinaires d'ordre politique, économique ou social, de nature à compromettre l'activité normale au siège social ou la communication aisée de ce siège avec l'étranger se produiront ou seront imminents, le siège social pourra être déclaré transféré provisoirement à l'étranger, sans que toutefois cette mesure puisse avoir d'effet sur la nationalité de la société laquelle, nonobstant ce transfert provisoire du siège, restera luxembourgeoise.

La durée de la société est illimitée.

Art. 2. La société a pour objet la prise de participations sous quelque forme que ce soit, dans d'autres sociétés luxembourgeoises ou étrangères, ainsi que la gestion, le contrôle et la mise en valeur de ces participations.

La société peut notamment acquérir par voie d'apport, de souscription, d'option, d'achat et de toute autre manière des valeurs immobilières et mobilières de toutes espèces et les réaliser par voie de vente, cession, échange ou autrement.

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La société peut emprunter et accorder à d'autres sociétés, tous concours, prêts, avances ou garanties.

La société peut également procéder à toutes opérations immobilières, mobilières, commerciales, industrielles et financières nécessaires et utiles pour la réalisation de l'objet social.

Art. 3. Le capital social est fixé à deux millions trois cent trente mille deux cents Euros (EUR 2.330.200,-) divisé en vingt-trois mille trois cent et deux (23.302) actions de cent Euros (EUR 100,-) chacune.

Les actions sont nominatives ou au porteur, au choix de l'actionnaire, à l'exception de celles pour lesquelles la loi prescrit la forme nominative.

Les actions de la société peuvent être créées, au choix du propriétaire, en titres unitaires ou en certificats représentatifs de plusieurs actions.

La société peut procéder au rachat de ses propres actions, sous les conditions prévues par la loi.

Art. 4. La société est administrée par un conseil composé de trois membres au moins, actionnaires ou non. Toutefois, lorsque la société est constituée par un actionnaire unique ou que, à une assemblée générale des actionnaires, il est constaté que celle-ci n'a plus qu'un actionnaire unique, la composition du conseil d'administration peut être limitée à un (1) membre jusqu'à l'assemblée générale ordinaire suivant la constatation de l'existence de plus d'un actionnaire.

Les administrateurs sont nommés pour une durée qui ne peut dépasser six ans; ils sont rééligibles et toujours révocables.

En cas de vacance d'une place d'administrateur nommé par l'assemblée générale, les administrateurs restants ainsi nommés ont le droit d'y pourvoir provisoirement. Dans ce cas, l'assemblée générale, lors de la première réunion, procède à l'élection définitive.

Art. 5. Le Conseil d'administration a le pouvoir d'accomplir tous les actes nécessaires ou utiles à la réalisation de l'objet social; tout ce qui n'est pas réservé à l'assemblée générale par la loi ou les présents statuts est de sa compétence.

Lorsque la société compte un seul administrateur, il exerce les pouvoirs dévolus au conseil d'administration.

Le Conseil d'administration devra choisir en son sein un président; en cas d'absence du président, la présidence de la réunion sera conférée à un administrateur présent.

Le Conseil d'administration ne peut délibérer que si la majorité de ses membres est présente ou représentée, le mandat entre administrateurs, qui peut être donné par écrit, télégramme ou télex, étant admis. En cas d'urgence, les administrateurs peuvent émettre leur vote par écrit, télégramme, télex ou télécopieur.

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Frais

Les frais, dépenses, rémunérations et charges quelconques qui incombent à la Société des suites de ce document sont estimés à environ trois mille euros.

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

DONT ACTE, fait et passé à Luxembourg, au siège social de la Société, les jour, mois et an qu'en tête des présentes.

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

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

Signé: C. RACOT, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 21 août 2012. Relation: EAC/2012/11088. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur ff. (signé): Monique HALSDORF.

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