SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

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° 1332 **6 juin 2013**

SOMMAIRE

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

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

R.C.S. Luxembourg B 32.487.

Messieurs les actionnaires sont priés d'assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le vendredi *28 juin 2013* à 11.00 heures au siège social avec pour

Ordre du jour:

- Rapport de gestion du Conseil d'Administration et rapport du Commissaire aux Comptes,
- Approbation des comptes annuels au 31 décembre 2012 et affectation des résultats,
- Délibération et décision sur la continuité éventuelle de la société conformément à l'article 100 de la loi du 10 août 1915 sur les sociétés commerciales,
- 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, 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: 2013072345/755/20.

J.C. Investment S.A., Société Anonyme.

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

R.C.S. Luxembourg B 74.183.

Les actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le *25 juin 2013* à 14:00 au siège social de la société, avec l'ordre du jour suivant:

Ordre du jour:

1. Présentation et acceptation du rapport de gestion du Conseil d'Administration
2. Présentation et acceptation du rapport du Commissaire aux comptes
3. Présentation et approbation des comptes annuels arrêtés au 31 décembre 2012
4. Affectation du résultat
5. Décharge à donner aux Administrateurs et au Commissaire aux comptes
6. Elections statutaires
7. Divers.

Le Conseil d'Administration.

Référence de publication: 2013072354/795/18.

Icare Finance S.A., Société Anonyme.

Siège social: L-1114 Luxembourg, 3, rue Nicolas Adames.

R.C.S. Luxembourg B 111.000.

Messieurs les Actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra en date du *25 juin 2013* à 15.00 heures au siège social avec l'ordre du jour suivant:

Ordre du jour:

1. Lecture du rapport de gestion et du rapport du commissaire aux comptes
2. Approbation des comptes annuels et affectation des résultats au 31 décembre 2012
3. Décharge au conseil d'administration et au commissaire aux comptes
4. Nominations statutaires
5. Divers

Le Conseil d'Administration.

Référence de publication: 2013072350/506/16.

Dharma Investment S.A., Société Anonyme.

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

R.C.S. Luxembourg B 73.992.

Les actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le *24 juin 2013* à 14:00 au siège social de la société, avec l'ordre du jour suivant:

Ordre du jour:

1. Présentation et acceptation du rapport de gestion du Conseil d'Administration
2. Présentation et acceptation du rapport du Commissaire aux comptes
3. Présentation et approbation des comptes annuels arrêtés au 31 décembre 2012
4. Affectation du résultat
5. Décharge à donner aux Administrateurs et au Commissaire aux comptes
6. Elections statutaires
7. Divers.

Le Conseil d'Administration.

Référence de publication: 2013072347/795/18.

Société d'Investissements en Méditerranée S.A., Société Anonyme.

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

R.C.S. Luxembourg B 74.541.

Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE STATUTAIRE

qui aura lieu le *25 juin 2013* à 15:00 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 décembre 2012
3. Ratification de la cooptation d'un Administrateur
4. Décharge aux Administrateurs et au Commissaire aux Comptes
5. Acceptation de la démission d'un Administrateur et nomination de son remplaçant
6. Décharge spéciale à l'Administrateur démissionnaire pour l'exercice de son mandat jusqu'à la date de sa démission
7. Divers

Le Conseil d'Administration.

Référence de publication: 2013072351/795/18.

G-Six-G, SA SPF, Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-9647 Doncols, 36, Bohey.

R.C.S. Luxembourg B 92.087.

Messieurs les actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE ORDINAIRE

Qui se tiendra au siège social en date du *20 juin 2013* à 14 heures 30, avec l'ordre du jour suivant:

Ordre du jour:

1. Discussion et approbation des comptes annuels arrêtés au 31 décembre 2012 et du compte de résultats.
2. Discussion et approbation du rapport du Commissaire.
3. Octroi de la décharge, telle que requise par la loi, aux Administrateurs et au Commissaire pour les fonctions exercées par ceux-ci dans la société durant l'exercice social qui s'est terminé le 31 décembre 2012.
4. Décision de l'affectation du résultat réalisé au cours de l'exercice écoulé.
5. Le cas échéant, décision conformément à l'article 100 des LCSC.
6. Divers.

Le Conseil d'Administration.

Référence de publication: 2013072349/1004/18.

Azzurri Internazionale 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 21.198.

Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE STATUTAIRE

qui se tiendra le *25 juin 2013* à 11:00 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 décembre 2012
3. Ratification de la cooptation d'un Administrateur
4. Décharge aux Administrateurs et au Commissaire aux comptes
5. Divers

Le Conseil d'Administration.

Référence de publication: 2013072341/795/16.

Benchley Investments S.A., Société Anonyme.

Siège social: L-1114 Luxembourg, 3, rue Nicolas Adames.

R.C.S. Luxembourg B 27.617.

Messieurs les Actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra en date du *25 juin 2013* à 11.00 heures au siège social avec l'ordre du jour suivant:

Ordre du jour:

1. Lecture du rapport de gestion et du rapport du commissaire aux comptes
2. Approbation des comptes annuels et affectation des résultats au 31 décembre 2012
3. Décharge au conseil d'administration et au commissaire aux comptes
4. Nominations statutaires
5. Divers

Le Conseil d'Administration.

Référence de publication: 2013072342/506/16.

VRWAY Communication S.A., Société Anonyme.

Siège social: L-2450 Luxembourg, 15, boulevard Roosevelt.

R.C.S. Luxembourg B 132.690.

Les actionnaires de la société VRWAY COMMUNICATION S.A. sont convoqués à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le *20 juin 2013* à 14.00 heures, à CERCLE MUNSTER, sis au 5/7 rue Munster à L-2160 Luxembourg, afin de discuter et délibérer sur les points suivants:

Ordre du jour:

1. Rapport du Conseil d'Administration sur les comptes statutaires arrêtés au 31 décembre 2012;
2. Rapport du Commissaire aux Comptes sur les comptes annuels statutaires arrêtés au 31 décembre 2012;
3. Approbation des comptes statutaires et affectation du résultat de l'exercice 2012;
4. Nominations statutaires;
5. Nomination d'un «réviseur» pour la certification des comptes annuels pour les exigences de Borsa Italia S.p.A. et résultant de la cotation en Italie;
6. Divers.

Ont le droit d'assister à l'Assemblée Générale dans le respect des dispositions de l'article 17.10 des statuts de la société, les détenteurs de droits de vote, autorisés par le certificat délivré par l'intermédiaire auprès duquel les actions sont détenues en conformité du régime de gestion des actions dématérialisées, ayant présenté au moins deux jours ouvrables avant la date fixée de l'Assemblée ledit certificat et informé la société conformément à la législation applicable.

Le capital social souscrit et libéré intégralement est de EUR 14.435.486,00 divisé en 14.435.486 actions ordinaires ayant une valeur nominale de EUR 1,00 chacune. A la date de ce jour, la société détient, 54.000 actions propres.

En respect des lois applicables, les documents relatifs aux points portés à l'ordre du jour de l'Assemblée Générale seront tenus au siège social de la société ainsi qu'auprès de la «Borsa Italiana S.p.A.». Ces documents seront également disponibles sur le site de la société à l'adresse www.vrway.com dans le délai prévu.

The VRWAY COMMUNICATION S.A. shareholders are called in the

STATUTORY SHAREHOLDER'S MEETING

which will be held on *June 20 th 2013* , at 14.00 in the CERCLE MUNSTER located with 5/7 rue Munster in L-2160 Luxembourg, in order to discuss and deliberate with the following agenda:

Agenda:

1. Board of Directors report on the statutory accounts as per December 31 st 2012;
2. Auditor's report on the statutory annual accounts as per December 31 st 2012;
3. Approval of the statutory accounts and assignment of the result for the period 2012;
4. Statutory nominations;
5. Nomination of a "Reviseur" for the certification of the annual accounts further to the requirements of Borsa Italia S.p.A. and resulting from the quotation in Italy;
6. Others.

Have the right to attend the General Meeting in compliance with the article 17.10 of the bylaws of the company, holders of voting rights, permitted by the certificate issued by the intermediary through which the shares are held in compliance with the management system of the dematerialized shares, submitting at least two working days before the date of the meeting and informed the company in accordance with the applicable law.

The capital subscribed and fully paid amounts to EUR 14,435,486.00 divided into 14,435,486 ordinary shares with a nominal value of EUR 1.00 each. Until today, the Company owns directly 54,000 shares.

In accordance with the applicable laws, the documents relating to the items mentioned in the agenda of the Shareholder's General Meeting will be kept at the registered office of the Company as well as by the "Borsa Italiana SpA". These documents will be also available in due time on the Company website at the following address : www.vrway.com

Référence de publication: 2013066634/687/48.

Brooklyn Bridge Company S.A., Société Anonyme.

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

R.C.S. Luxembourg B 38.667.

Le quorum requis par l'article 67-1 de la loi modifiée du 10 août 1915 sur les sociétés commerciales n'ayant pas été atteint lors de l'Assemblée Générale Statutaire tenue le 14 mai 2013, l'assemblée n'a pas pu statuer sur l'ordre du jour.

Avis de convocation

Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE EXTRAORDINAIRE

qui aura lieu le *8 juillet 2013* à 15.00 heures au siège social, 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 modifiée du 10 août 1915 sur les sociétés commerciales.

Les décisions sur l'ordre du jour seront prises quelle que soit la portion des actions présentes ou représentées et pour autant qu'au moins les deux tiers des voix des actionnaires présents ou représentés se soient prononcés en faveur de telles décisions.

Le Conseil d'Administration.

Référence de publication: 2013072343/795/19.

Centauro Management S.A., Société Anonyme.

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

R.C.S. Luxembourg B 60.504.

Messieurs les actionnaires sont priés d'assister à l'ASSEMBLEE GENERALE STATUTAIRE

des actionnaires qui se tiendra le *24 juin 2013* à 11.00 heures au siège social à Luxembourg pour délibérer de l'ordre du jour suivant:

Ordre du jour:

1. Rapport du Conseil d'Administration et du Commissaire aux Comptes
2. Approbation des bilan, compte de pertes et profits et affectation des résultats au et 31.12.2012
3. Décharge aux administrateurs et au commissaire aux comptes
4. Divers

Le Conseil d'Administration.

Référence de publication: 2013072344/788/16.

Demessy Investment S.A., Société Anonyme.

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

R.C.S. Luxembourg B 131.701.

The Shareholders are hereby convened to attend the

ANNUAL GENERAL MEETING

which will be held exceptionally on *June 24th, 2013* at 10.00 a.m. at the registered office, with the following agenda:

Agenda:

1. Management report of the Board of Directors and report of the Statutory Auditor
2. Approval of the annual accounts and allocation of the results as at December 31st, 2012
3. Ratification of the the co-option of a Director
4. Discharge of the Directors and Statutory Auditor
5. Statutory appointment
6. Action on a motion relating to the possible winding-up of the company as provided by Article 100 of the modified Luxembourg law commercial companies of August 10th, 1915.
7. Miscellaneous

The Board of Directors.

Référence de publication: 2013072346/795/19.

Marroni Finances 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 21.180.

Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE STATUTAIRE

qui se tiendra le *25 juin 2013* à 16:00 heures au siège social, avec l'ordre du jour suivant:

Ordre du jour:

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

Le Conseil d'Administration.

Référence de publication: 2013072358/795/15.

Elite World, Société Anonyme.

Siège social: L-1160 Luxembourg, 28, boulevard d'Avranches.

R.C.S. Luxembourg B 73.844.

The shareholders are hereby convened to the

ORDINARY SHAREHOLDERS' MEETING

which will be held on Monday, the *24th of June* 2013 at 11.00 a.m. at the registered office, with the following agenda:

Agenda:

1. Consolidated management report and report of the approved statutory auditor on the consolidated annual accounts as of December 31, 2012.

2. Approval of the consolidated annual accounts as of December 31, 2012.
3. Report of the approved statutory auditor on the annual accounts as of December 31, 2012.
4. Approval of the annual accounts as of December 31, 2012.
5. Appropriation of results as of December 31, 2012.
6. Discharge to the directors and to the approved statutory auditor for the performance of their mandates during the related fiscal year.
7. Decision on the company's dissolution according to article 100 of the amended Companies law of August 10, 1915.
8. Ratification of the co-option of Mr. Paolo BARBIERI as director, in replacement of the resigning director, Mr. Cyrille JEANNEY, decided on March 26, 2013 by a decision of the remaining directors and appointment of Mr. Paolo BARBIERI as director until the end of the statutory general shareholders' meeting of 2018.
9. Statutory appointments.
10. Sundry.

The Board of Directors.

Référence de publication: 2013072348/29/25.

Ilyoson S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.

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

R.C.S. Luxembourg B 54.250.

Messieurs les actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra à l'adresse du siège social, le *25 juin 2013* à 14.00 heures, avec l'ordre du jour suivant:

Ordre du jour:

1. Présentation des comptes annuels et des rapports du conseil d'administration et du commissaire aux comptes.
2. Approbation des comptes annuels et affectation des résultats au 31 décembre 2012.
3. Décharge à donner aux administrateurs et au commissaire aux comptes.
4. Divers.

Le Conseil d'Administration.

Référence de publication: 2013072352/534/15.

Vins et Domaines Finance S.A., Société Anonyme.

Siège social: L-1114 Luxembourg, 3, rue Nicolas Adames.

R.C.S. Luxembourg B 110.876.

Messieurs les Actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra en date du *25 juin 2013* à 15.00 heures au siège social avec l'ordre du jour suivant:

Ordre du jour:

1. Lecture du rapport de gestion et du rapport du commissaire aux comptes
2. Approbation des comptes annuels et affectation des résultats au 31 décembre 2012
3. Décharge au conseil d'administration et au commissaire aux comptes
4. Nominations statutaires
5. Divers

Le Conseil d'Administration.

Référence de publication: 2013072353/506/16.

Weigand S.A., Société Anonyme.

Siège social: L-1114 Luxembourg, 3, rue Nicolas Adames.

R.C.S. Luxembourg B 67.288.

Messieurs les Actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra en date du *24 juin 2013* à 14.00 heures au siège social avec l'ordre du jour suivant:

Ordre du jour:

1. Lecture du rapport de gestion et du rapport du commissaire aux comptes
2. Approbation des comptes annuels et affectation des résultats au 31 décembre 2012

3. Décharge au conseil d'administration et au commissaire aux comptes
4. Nominations statutaires
5. Divers

Le Conseil d'Administration.

Référence de publication: 2013072355/506/16.

Kikerono Konzern SPF A.G., Société Anonyme - Société de Gestion de Patrimoine Familial.

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

R.C.S. Luxembourg B 18.306.

Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE STATUTAIRE

qui aura lieu le *25 juin 2013* 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 31 décembre 2012
3. Décharge aux Administrateurs et au Commissaire aux Comptes
4. Nominations Statutaires
5. Divers

Le Conseil d'Administration.

Référence de publication: 2013072356/795/16.

Marnatmaj Holding S.A., Société Anonyme.

Siège social: L-1882 Luxembourg, 12F, rue Guillaume Kroll.

R.C.S. Luxembourg B 45.436.

Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE STATUTAIRE

qui se tiendra le *26 juin 2013* 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 31 décembre 2012
3. Décharge aux Administrateurs et au Commissaire aux Comptes
4. Acceptation de la démission d'un Administrateur et nomination de son remplaçant
5. Décharge spéciale à l'Administrateur démissionnaire pour l'exercice de son mandat jusqu'à la date de sa démission
6. Délibération et décision sur la dissolution éventuelle de la société conformément à l'article 100 de la loi modifiée du 10 août 1915 sur les sociétés commerciales
7. Divers.

Le Conseil d'Administration.

Référence de publication: 2013072357/795/19.

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

Siège social: L-1114 Luxembourg, 3, rue Nicolas Adames.

R.C.S. Luxembourg B 54.027.

Messieurs les Actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra en date du *25 juin 2013* à 10.30 heures au siège social avec l'ordre du jour suivant:

Ordre du jour:

1. Lecture du rapport de gestion et du rapport du commissaire aux comptes
2. Approbation des comptes annuels et affectation des résultats au 31 décembre 2012
3. Décharge au conseil d'administration et au commissaire aux comptes
4. Nominations statutaires
5. Divers

Le Conseil d'Administration.

Référence de publication: 2013072359/506/16.

Bios S.A., Société Anonyme Holding (en liquidation).

Siège social: L-2714 Luxembourg, 2, rue du Fort Wallis.

R.C.S. Luxembourg B 3.055.

Messieurs les actionnaires sont priés d'assister à

l'ASSEMBLEE GENERALE ORDINAIRE

des actionnaires qui aura lieu le vendredi *14 juin 2013* à 10.00 heures au 163, rue du Kiem à L-8030 Strassen, avec l'ordre du jour suivant:

Ordre du jour:

1. Présentation du bilan arrêté au 31 décembre 2012.
2. Présentation du rapport intermédiaire des liquidateurs.

Pour prendre part à cette assemblée, Messieurs les actionnaires sont priés de déposer leurs actions au porteur cinq jours francs avant la date de la réunion de l'Assemblée Générale Extraordinaire, soit le vendredi 7 juin 2013 entre 13.00 et 16.00 heures au siège social 2, rue du Fort Wallis à Luxembourg.

Le Collège des Liquidateurs.

Référence de publication: 2013065134/17.

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

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

R.C.S. Luxembourg B 44.739.

Mesdames et Messieurs les actionnaires sont priés d'assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le *18 juin 2013* à 15.00 heures au siège social avec pour

Ordre du jour:

- Rapport de gestion du Conseil d'Administration et rapport du Commissaire aux Comptes,
- Approbation des comptes annuels au 31 décembre 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: 2013067403/755/18.

Global Partners, Société d'Investissement à Capital Variable.

Siège social: L-1118 Luxembourg, 11, rue Aldringen.

R.C.S. Luxembourg B 129.759.

The Shareholders are hereby invited to attend the

ANNUAL GENERAL MEETING

which will be held at the registered office on *14 June 2013* at 2.00 p.m. with the following agenda:

Agenda:

1. Approval of the reports of the Board of Directors and the Independent Auditor
2. Approval of the annual accounts as at 31 March 2013 and the allocation of the results
3. Discharge to be granted to the directors
4. Discharge to be granted to the conducting officers of the Management Company
5. Statutory appointments
6. Miscellaneous

The shareholders are advised that no quorum is required for the items of the agenda. Proxies are available at the registered office of the SICAV.

The Board of Directors.

Référence de publication: 2013068729/755/19.

BKDV Soparfi S.A., Société Anonyme.

Siège social: L-8057 Bertrange, 9, rue du Chemin de Fer.

R.C.S. Luxembourg B 112.126.

Les actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE ORDINAIRE

Qui se tiendra au siège social, en date du *15 juin 2013* à 9 heures, avec l'ordre du jour suivant:

Ordre du jour:

1. Discussion et approbation des comptes annuels arrêtés au 31 décembre 2012 et du compte de résultats.
2. Discussion et approbation du rapport du Commissaire sur les comptes annuels.
3. Octroi de la décharge, telle que requise par la loi, aux Administrateurs et au Commissaire pour les fonctions exercées par ceux-ci dans la société durant l'exercice social qui s'est terminé le 31 décembre 2012.
4. Décision de l'affectation du résultat réalisé au cours de l'exercice écoulé.
5. Le cas échéant, décision conformément à l'article 100 des LCSC.
6. Divers.

Le conseil d'administration.

Référence de publication: 2013067420/1004/18.

Agemar S.A., Société Anonyme.

Siège social: L-1724 Luxembourg, 9B, boulevard du Prince Henri.

R.C.S. Luxembourg B 10.368.

Messieurs les actionnaires de la Société Anonyme AGEMAR S.A. sont priés d'assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le vendredi, *14 juin 2013* à 11.00 heures au siège social de la société à Luxembourg, 9b, bd Prince Henri.

Ordre du jour:

1. Rapports du Conseil d'Administration et du Commissaire aux Comptes.
2. Approbation des comptes annuels et affectation des résultats au 31.12.2012.
3. Décharge à donner aux Administrateurs et au Commissaire aux Comptes.
4. Divers.

Le Conseil d'Administration.

Référence de publication: 2013069531/750/15.

Almagev S.A., Société Anonyme.

Siège social: L-1724 Luxembourg, 9B, boulevard du Prince Henri.

R.C.S. Luxembourg B 73.095.

Messieurs les actionnaires de la Société Anonyme ALMAGEV S.A. sont priés d'assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le vendredi, *14 juin 2013* à 11.00 heures au siège social de la société à Luxembourg, 9b, bd Prince Henri.

Ordre du jour:

1. Rapports du Conseil d'Administration et du Commissaire aux Comptes.
2. Approbation des comptes annuels et affectation des résultats au 31.12.2012.
3. Décharge à donner aux Administrateurs et au Commissaire aux Comptes.
4. Divers.

Le Conseil d'Administration.

Référence de publication: 2013069533/750/15.

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

Siège social: L-1724 Luxembourg, 9B, boulevard du Prince Henri.

R.C.S. Luxembourg B 20.022.

Messieurs les actionnaires de la Société Anonyme SOFIGEPAR S.A.-SPF sont priés d'assister à l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le vendredi, *14 juin 2013* à 16.00 heures au siège social de la société à Luxembourg, 9b, bd Prince Henri.

Ordre du jour:

1. Rapports du Conseil d'Administration et du Commissaire aux Comptes.
2. Approbation des comptes annuels et affectation des résultats au 31.12.2012.
3. Décharge à donner aux Administrateurs et au Commissaire aux Comptes.
4. Divers.

Le Conseil d'Administration.

Référence de publication: 2013069543/750/15.

HB Strategie, Fonds Commun de Placement.

Das Verwaltungsreglement wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Axxion S.A. / Banque de Luxembourg
Unterschriften
Verwaltungsgesellschaft / Depotbank

Référence de publication: 2013050317/10.

(130061243) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 avril 2013.

Durochapes S.A., Société Anonyme.

Siège social: L-5773 Weiler-la-Tour, Schlammestée.

R.C.S. Luxembourg B 176.949.

STATUTS

L'an deux mille treize, le dix-neuf avril;

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

ONT COMPARU:

1) La société anonyme de droit luxembourgeois "FV-INVEST S.A.", établie et ayant son siège social à L-2155 Luxembourg, 146 Muhlenweg, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B sous le numéro 131588,

ici dûment représentée par:

- Monsieur Fernand CAIXINHA, employé privé, demeurant professionnellement à L-5280 Sandweiler, Z.I. Rohlach, en sa qualité d'administrateur-délégué; et

- Madame Véronique REGENWETTER, maître peintre-décorateur, demeurant à L-1255 Luxembourg, 27, rue de Bragance, en sa qualité d'administrateur;

2) La société anonyme de droit luxembourgeois "MH Participations S.A.", établie et ayant son siège social à L-5773 Weiler-la-Tour, Schlammesté, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B sous le numéro 133323,

ici dûment représentée par son administrateur unique Monsieur Rico MAROCHI, employé privé, demeurant à L-4519 Differdange, 46 Cité Breitfeld.

Lesquelles parties comparantes, représentées comme dit ci-avant, ont requis le notaire instrumentant d'arrêter les statuts d'une société anonyme qu'elles déclarent constituer entre elles et dont les statuts ont été arrêtés comme suit:

I. Dénomination - Durée – Objet- Siège social

Art. 1er. Il est formé par les présentes, par les souscripteurs et tous ceux qui deviendront propriétaires des actions ci-après créées, une société anonyme sous la dénomination de "Durochapes S.A." (la "Société"), laquelle sera régie par les présents statuts (les "Statuts") ainsi que par les lois respectives et plus particulièrement par la loi modifiée du 10 août 1915 sur les sociétés commerciales (la "Loi").

Art. 2. La durée de la Société est illimitée.

Art. 3. La Société a pour objet, tant au Grand-Duché de Luxembourg qu'à l'étranger:

- l'exécution de travaux de chapes et de béton cellulaire, l'exploitation d'un atelier de carreleur et d'une entreprise de constructions, de pose de chapes flottantes, d'isolation, de revêtements en matière synthétique pour sols, murs et plafonds;

- le négoce de produits pour le bâtiment ainsi que l'achat et la vente de toutes marchandises en général et notamment de tous articles et matériaux de la branche.

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

La Société peut s'intéresser par toutes voies de droit dans toutes affaires, entreprises ou sociétés, ayant un objet identique, analogue ou connexe, ou qui serait de nature à favoriser le développement de son entreprise.

La Société peut accomplir toutes opérations généralement quelconques, commerciales, industrielles, financières, mobilières ou immobilières, se rapportant directement ou indirectement, à son objet social.

Art. 4. Le siège social est établi dans la commune de Weiler-la-Tour (Grand-Duché de Luxembourg).

Le siège social de la Société pourra être transféré à tout autre endroit dans la commune du siège social par une simple décision du conseil d'administration ou de l'administrateur unique.

Le siège social pourra être transféré dans tout endroit du Grand-Duché de Luxembourg par décision de l'actionnaire unique ou, en cas de pluralité d'actionnaires, par décision de l'assemblée des actionnaires décidant comme en matière de modification des statuts.

Par simple décision du conseil d'administration ou, le cas échéant, de l'administrateur unique, la Société pourra établir des filiales, succursales, agences ou sièges administratifs aussi bien dans le Grand-Duché de Luxembourg qu'à l'étranger.

II. Capital social - Actions

Art. 5. Le capital social est fixé à quarante mille euros (40.000,- EUR), représenté par cent (100) actions d'une valeur nominale de quatre cents euros (400,- EUR) chacune.

Le capital social peut être augmenté ou réduit par décision de l'assemblée générale des actionnaires statuant comme en matière de modification des Statuts.

La Société peut, aux conditions et aux termes prévus par la Loi racheter ses propres actions.

Art. 6. Les actions de la Société sont nominatives ou au porteur ou pour partie nominatives et pour partie au porteur au choix des actionnaires, sauf dispositions contraires de la Loi.

Il est tenu au siège social un registre des actions nominatives, dont tout actionnaire pourra prendre connaissance, et qui contiendra les indications prévues à l'article 39 de la Loi. La propriété des actions nominatives s'établit par une inscription sur ledit registre.

Des certificats constatant ces inscriptions au registre seront délivrés, signés par deux administrateurs ou, si la Société ne comporte qu'un seul administrateur, par celui-ci.

L'action au porteur est signée par deux administrateurs ou, si la Société ne comporte qu'un seul administrateur, par celui-ci. La signature peut être soit manuscrite, soit imprimée, soit apposée au moyen d'une griffe.

Toutefois l'une des signatures peut être apposée par une personne déléguée à cet effet par le conseil d'administration. En ce cas, elle doit être manuscrite. Une copie certifiée conforme de l'acte conférant délégation à une personne ne faisant pas partie du conseil d'administration, sera déposée préalablement conformément à l'article 9, §§ 1 et 2 de la Loi.

La Société ne reconnaît qu'un propriétaire par action; si la propriété de l'action est indivise, démembrée ou litigieuse, les personnes invoquant un droit sur l'action devront désigner un mandataire unique pour représenter l'action à l'égard de la Société. La Société aura le droit de suspendre l'exercice de tous les droits y attachés jusqu'à ce qu'une seule personne ait été désignée comme étant à son égard propriétaire.

III. Assemblées générales des actionnaires
Décisions de l'actionnaire unique

Art. 7. L'assemblée des actionnaires de la Société régulièrement constituée représentera tous les actionnaires de la Société. Elle aura les pouvoirs les plus larges pour ordonner, faire ou ratifier tous les actes relatifs aux opérations de la Société.

Lorsque la Société compte un actionnaire unique, il exerce les pouvoirs dévolus à l'assemblée générale.

L'assemblée générale est convoquée par le conseil d'administration. Elle peut l'être également sur demande d'actionnaires représentant un dixième au moins du capital social.

Art. 8. L'assemblée générale annuelle des actionnaires se tiendra le dernier mercredi du mois de juin à 15.30 heures au siège social de la Société ou à tout autre endroit qui sera fixé dans l'avis de convocation.

Si ce jour est un jour férié légal, l'assemblée générale annuelle se tiendra le premier jour ouvrable qui suit.

D'autres assemblées des actionnaires pourront se tenir aux heure et lieu spécifiés dans les avis de convocation.

Les quorum et délais requis par la Loi régleront les avis de convocation et la conduite des assemblées des actionnaires de la Société, dans la mesure où il n'est pas autrement disposé dans les présents Statuts.

Toute action donne droit à une voix. Tout actionnaire pourra prendre part aux assemblées des actionnaires en désignant par courrier, télécopie, courrier électronique ou par tout autre moyen de communication une autre personne comme son mandataire.

Dans la mesure où il n'en est pas autrement disposé par la Loi ou les Statuts, les décisions d'une assemblée des actionnaires dûment convoquée sont prises à la majorité simple des votes des actionnaires présents ou représentés.

Le conseil d'administration peut déterminer toutes autres conditions à remplir par les actionnaires pour prendre part à toute assemblée des actionnaires.

Si tous les actionnaires sont présents ou représentés lors d'une assemblée des actionnaires, et s'ils déclarent connaître l'ordre du jour, l'assemblée pourra se tenir sans avis de convocation préalables.

Les décisions prises lors de l'assemblée sont consignées dans un procès-verbal signé par les membres du bureau et par les actionnaires qui le demandent. Si la Société compte un actionnaire unique, ses décisions sont également écrites dans un procès-verbal.

Tout actionnaire peut participer à une réunion de l'assemblée générale par visioconférence ou par des moyens de télécommunication permettant son identification.

Ces moyens doivent satisfaire à des caractéristiques techniques garantissant la participation effective à l'assemblée, dont les délibérations sont retransmises de façon continue. La participation à une réunion par ces moyens équivaut à une présence en personne à une telle réunion.

IV. Conseil d'administration

Art. 9. La Société sera administrée par un conseil d'administration composé de trois membres au moins, qui n'ont pas besoin d'être actionnaires de la Société.

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 seront élus par l'assemblée générale des actionnaires qui fixe leur nombre, leurs émoluments et la durée de leur mandat. Les administrateurs sont élus pour un terme qui n'excédera pas six (6) ans, jusqu'à ce que leurs successeurs soient élus.

Les administrateurs seront élus à la majorité des votes des actionnaires présents ou représentés.

Tout administrateur pourra être révoqué avec ou sans motif à tout moment par décision de l'assemblée générale des actionnaires.

Au cas où le poste d'un administrateur devient vacant à la suite de décès, de démission ou autrement, cette vacance peut être temporairement comblée jusqu'à la prochaine assemblée générale, aux conditions prévues par la Loi.

Art. 10. Le conseil d'administration devra choisir en son sein un président et pourra également choisir parmi ses membres un vice-président. Il pourra également choisir un secrétaire qui n'a pas besoin d'être administrateur et qui sera en charge de la tenue des procès-verbaux des réunions du conseil d'administration et des assemblées générales des actionnaires.

Le conseil d'administration se réunira sur la convocation du président ou de deux administrateurs, au lieu indiqué dans l'avis de convocation.

Le président présidera toutes les assemblées générales des actionnaires et les réunions du conseil d'administration; en son absence l'assemblée générale ou le conseil d'administration pourra désigner à la majorité des personnes présentes à cette assemblée ou réunion un autre administrateur pour assumer la présidence pro tempore de ces assemblées ou réunions.

Avis écrit de toute réunion du conseil d'administration sera donné à tous les administrateurs 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 administrateur par courrier, télécopie, courrier électronique ou par tout autre moyen de communication similaire. Une convocation spéciale ne sera pas requise pour une réunion du conseil d'administration se tenant à une heure et un endroit déterminés dans une résolution préalablement adoptée par le conseil d'administration.

Tout administrateur pourra se faire représenter à toute réunion du conseil d'administration en désignant par courrier, télécopie, courrier électronique ou par tout autre moyen de communication un autre administrateur comme son mandataire.

Un administrateur peut représenter plusieurs de ses collègues.

Tout administrateur peut participer à une réunion du conseil d'administration par visioconférence ou par des moyens de télécommunication permettant son identification.

Ces moyens doivent satisfaire à des caractéristiques techniques garantissant une participation effective à la réunion du conseil dont les délibérations sont retransmises de façon continue. La participation à une réunion par ces moyens équivaut à une présence en personne à une telle réunion. La réunion tenue par de tels moyens de communication à distance est réputée se tenir au siège de la Société.

Le conseil d'administration ne pourra délibérer ou agir valablement que si la moitié au moins des administrateurs est présente ou représentée à la réunion du conseil d'administration.

Les décisions sont prises à la majorité des voix des administrateurs présents ou représentés à cette réunion. En cas de partage des voix, le président du conseil d'administration aura une voix prépondérante.

Le conseil d'administration pourra, à l'unanimité, prendre des résolutions par voie circulaire en exprimant son approbation au moyen d'un ou de plusieurs écrits, par courrier ou par courrier électronique ou par télécopie ou par tout autre moyen de communication similaire, à confirmer le cas échéant par courrier, le tout ensemble constituant le procès-verbal faisant preuve de la décision intervenue.

Art. 11. Les procès-verbaux de toutes les réunions du conseil d'administration seront signés par le président ou, en son absence, par le vice-président, ou par deux administrateurs. Les copies ou extraits des procès-verbaux destinés à servir en justice ou ailleurs seront signés par le président ou par deux administrateurs. Lorsque le conseil d'administration est composé d'un seul membre, ce dernier signera.

Art. 12. Le conseil d'administration est investi des pouvoirs les plus larges de passer tous actes d'administration et de disposition dans l'intérêt de la Société.

Tous pouvoirs que la Loi ou ces Statuts ne réservent pas expressément à l'assemblée générale des actionnaires sont de la compétence du conseil d'administration.

Lorsque la Société compte un seul administrateur, il exerce les pouvoirs dévolus au conseil d'administration.

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.

Art. 13. La Société sera engagée (i) par la signature collective de deux (2) administrateurs, (ii) par la signature individuelle de l'administrateur-délégué ou (iii) par la seule signature de toute(s) personne(s) à laquelle (auxquelles) pareils pouvoirs de signature auront été délégués par le conseil d'administration.

Lorsque le conseil d'administration est composé d'un (1) seul membre, la Société sera valablement engagée, en toutes circonstances et sans restrictions, par la signature individuelle de l'administrateur unique.

V. Surveillance de la société

Art. 14. Les opérations de la Société seront surveillées par un (1) ou plusieurs commissaires aux comptes qui n'ont pas besoin d'être actionnaire.

L'assemblée générale des actionnaires désignera les commissaires aux comptes et déterminera leur nombre, leurs rémunérations et la durée de leurs fonctions qui ne pourra excéder six (6) années.

VI. Exercice social - Bilan

Art. 15. L'exercice social commencera le premier janvier de chaque année et se terminera le trente et un décembre de la même année.

Art. 16. Sur le bénéfice annuel net de la Société il est prélevé cinq pour cent (5%) pour la formation du fonds de réserve légale; ce prélèvement cessera d'être obligatoire lorsque et tant que la réserve aura atteint dix pour cent (10%) du capital social, tel que prévu à l'article 5 de ces Statuts, ou tel qu'augmenté ou réduit en vertu de ce même article 5.

L'assemblée générale des actionnaires déterminera, sur proposition du conseil d'administration, de quelle façon il sera disposé du solde du bénéfice annuel net.

Des acomptes sur dividendes pourront être versés en conformité avec les conditions prévues par la Loi.

VII. Liquidation

Art. 17. En cas de dissolution de la Société, il sera procédé à la liquidation par les soins d'un ou de plusieurs liquidateurs (qui peuvent être des personnes physiques ou morales) nommés par l'assemblée générale des actionnaires qui déterminera leurs pouvoirs et leurs rémunérations.

VIII. Modification des statuts

Art. 18. Les Statuts pourront être modifiés par une assemblée générale des actionnaires statuant aux conditions de quorum et de majorité prévues par l'article 67-1 de la Loi.

IX. Dispositions finales - Loi applicable

Art. 19. Pour toutes les matières qui ne sont pas régies par les présents Statuts, les parties se réfèrent aux dispositions de la Loi.

Dispositions transitoires

1. Le premier exercice social commence le jour de la constitution et se termine le 31 décembre 2013.

2. La première assemblée générale ordinaire annuelle se tiendra en 2014.

3. Exceptionnellement, le premier président et le premier délégué du conseil d'administration peuvent être nommés par la première assemblée générale des actionnaires.

Souscription - Libération

Les Statuts ayant ainsi été arrêtés, les cent (100) actions ont été souscrites comme suit:

1) La société "FV-INVEST S.A.", prédésignée, cinquante actions,	50
2) La société "MH Participations S.A.", prédésignée, cinquante actions,	50
Total: cent actions,	100

Toutes ces actions ont été libérées intégralement en numéraire, de sorte que la somme de quarante mille euros (40.000,- EUR) se trouve dès-à-présent à la libre disposition de la Société, ainsi qu'il en a été justifié au notaire instrumentant, qui le constate expressément.

Déclaration

Le notaire instrumentaire déclare avoir vérifié l'existence des conditions énumérées à l'article 26 de la loi de 1915, telle que modifiée, et en confirme expressément l'accomplissement.

Assemblée Générale Extraordinaire

Et à l'instant les parties comparantes pré-mentionnées, représentant l'intégralité du capital social, se sont constituées en assemblée générale extraordinaire à laquelle elles se reconnaissent dûment convoquées, et après avoir constaté que celle-ci était régulièrement constituée elles ont pris, à l'unanimité, les résolutions suivantes:

1. Le nombre des administrateurs est fixé à trois (3) et celui des commissaires aux comptes à un (1).

2. Sont appelés aux fonctions d'administrateurs:

a) Monsieur Fernand CAIXINHA, employé privé, né à Luxembourg, le 3 juin 1973, demeurant professionnellement à L-5280 Sandweiler, Z.I. Rohlach.

b) Madame Véronique REGENWETTER, maître peintre-décorateur, née à Luxembourg, le 31 octobre 1963, demeurant à L-1255 Luxembourg, 27, rue de Bragance; et

c) Monsieur Rico MAROCHI, employé privé, né à Differdange, le 9 janvier 1964, demeurant à L-4519 Differdange, 46 Cité Breitfeld; et

3. La société à responsabilité limitée "FIDU-CONCEPT SARL", établie et ayant son siège social à L-2132 Luxembourg, 36, avenue Marie-Thérèse, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 38136, est nommée commissaire aux comptes de la Société.

4. Faisant usage de la faculté offerte par la disposition transitoire (3), l'assemblée nomme Monsieur Fernand CAIXINHA, préqualifié, aux fonctions:

- de président du conseil d'administration, et

- d'administrateur-délégué, avec tous pouvoirs d'engager valablement la Société en toutes circonstances et sans restrictions par sa seule signature.

5. Les mandats des administrateurs, de l'administrateur-délégué et du commissaire aux comptes prendront fin à l'issue de l'assemblée générale ordinaire de 2018.

6. Le siège social est établi à L-5773 Weiler-la-Tour, Schlammestée.

Frais

Le montant total des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la Société, ou qui sont mis à sa charge à raison du présent acte, est évalué approximativement à neuf cent cinquante euros.

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

Et après lecture faite et interprétation donnée aux personnes comparantes, ès-qualités qu'elles agissent, connues du notaire par noms, prénoms usuels, états et demeures, lesdites personnes ont signé avec Nous notaire le présent acte.

Signé: F. CAIXINHA, V. REGENSWETTER, R. MAROCHI, C. WERSANDT.

Enregistré à Luxembourg A.C., le 24 avril 2013 LAC/2013/18906. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): Irène THILL.

POUR EXPEDITION CONFORME délivrée;

Luxembourg, le 30 avril 2013.

Référence de publication: 2013057067/249.

(130070323) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2013.

New Millennium, Société d'Investissement à Capital Variable.

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

R.C.S. Luxembourg B 71.256.

In the year two thousand and thirteen, on the seventeenth day of April.

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

Was held an extraordinary general meeting of the shareholders (the "General Meeting") of New Millennium, a public limited company qualifying as an investment company with variable share capital (the "Company"), having its registered office at 49, avenue J.F. Kennedy, L-1855 Luxembourg, and registered with the Luxembourg trade and companies register under number B 71.256.

The Company was incorporated on 11 August 1999, pursuant to a deed enacted by Maître Jacques Delvaux, then notary residing in Luxembourg, published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial C") number 696 of 17 September 1999. The Articles of Incorporation have been amended pursuant to a notarial deed on 25 November 2005, published in the Mémorial C number 1366 of 10 December 2005.

The General Meeting was opened at 11:30 a.m. by Ms. Solveig Giovanardi, with professional address in Luxembourg, being in the chair.

The chairman appoints Mr. Silvano Del Rosso, with professional address in Luxembourg, as secretary.

The General Meeting elects as scrutineer Ms. Louise Chiappalone, with professional address in Luxembourg.

The chairman then states:

A. The present extraordinary general meeting has been convened by notices sent to all the shareholders by registered mail dated March 27 th , 2013.

B. The shareholders present or represented, the proxies of the represented shareholders and the number of shares owned by the shareholders are shown on an attendance list which, signed by the shareholders or their proxies and by the bureau of the General Meeting, will remain annexed to the present deed to be filed at the same time with the registration authorities.

The proxies of the represented shareholders, signed ne varietur by the appearing parties and the undersigned notary, will also remain annexed to the present deed.

C. The quorum required by law is at least fifty per cent of the issued capital and the resolutions must be passed by the affirmative vote of at least two thirds of the votes cast at the meeting.

D. Pursuant to the attendance list, out of 4,195,664 shares outstanding, 2,269,486 shares are present and/or represented.

E. The meeting is consequently regularly constituted and may validly deliberate on the items of the following agenda:

1. Amendments to articles 3, 4, 12, 16, 20, 23, 24, 27, 31, 32 and 35 of the articles of Association of the Company (the "Articles") to reflect in particular:

a. that (i) all references to the law of 20 December 2002 relating to undertakings for collective investment (the "Law of 2002") are replaced by references to the law of 17 December 2010 relating to undertakings for collective investment (the "Law of 2010") and (ii) all references to specific articles of the Law of 2002 are replaced by the relevant articles of the Law of 2010;

b. additional circumstances under which the Company may temporarily suspend the determination of the net asset value per share of any portfolio of the Company and/or the issue, conversion and redemption of its shares (article 12);

c. the possibility for the Directors of the Company to take part to a Board of Directors meeting through video conference or through other means of communication allowing their identification, and the modalities of participation through such means (article 20);

d. the possibility for the Company to invest in shares of other portfolios of the Company to the extent permitted and at the conditions stipulated by the Law of 2010 (article 23);

e. the new provisions of the Law of 2010 on master-feeder structures, whereby each portfolio of the Company may either act as master fund or feeder fund, at the conditions stipulated by the Law of 2010 (article 23);

f. the new provisions of the Law of 2010 regarding mergers (article 31 and 32);

g. various amendments of the Articles for consistency and clarity purposes (articles 4, 16 and 24)

2. Any other business which may be properly brought before the meeting.

In accordance with article 67-1 (2) of the modified Luxembourg law of August 10, 1915 on commercial companies (the "1915 Law"), the General Meeting is regularly constituted and may deliberate and decide upon the aforementioned agenda of the meeting.

After the foregoing has been approved by the General Meeting, the following resolution has been approved by unanimous vote:

Resolution

The General Meeting decides to amend articles 3, 4, 12, 16, 20, 23, 24, 27, 31, 32 and 35 of the articles of Association of the Company (the "Articles") to reflect in particular:

a. that (i) all references to the law of 20 December 2002 relating to undertakings for collective investment (the "Law of 2002") are replaced by references to the law of 17 December 2010 relating to undertakings for collective investment (the "Law of 2010") and (ii) all references to specific articles of the Law of 2002 are replaced by the relevant articles of the Law of 2010;

b. additional circumstances under which the Company may temporarily suspend the determination of the net asset value per share of any portfolio of the Company and/or the issue, conversion and redemption of its shares (article 12);

c. the possibility for the Directors of the Company to take part to a Board of Directors meeting through video conference or through other means of communication allowing their identification, and the modalities of participation through such means (article 20);

d. the possibility for the Company to invest in shares of other portfolios of the Company to the extent permitted and at the conditions stipulated by the Law of 2010 (article 23);

e. the new provisions of the Law of 2010 on master-feeder structures, whereby each portfolio of the Company may either act as master fund or feeder fund, at the conditions stipulated by the Law of 2010 (article 23);

f. the new provisions of the Law of 2010 regarding mergers (article 31 and 32);

g. various amendments of the Articles for consistency and clarity purposes (articles 4, 16 and 24).

The articles of incorporation will now be only worded in English and will henceforth read as follows:

1. Name, Duration, Object, Registered office

Art. 1. Name. all those who public limited share capital name "New

There is hereby established between the subscribers and may become owners of shares, a company in the form of a company qualifying as an investment company with variable ("société d'investissement à capital variable") under the Millennium"(hereinafter the "Fund").

Art. 2. Duration. The Fund is established for an unlimited period of time. It may be dissolved by a decision of the general meeting deliberating as in matters of amendment of the Articles as specified in Article 34 hereunder.

Art. 3. Object. The exclusive object of the Fund is to invest the funds available to it in various transferable securities and/or in other liquid financial assets as well as and/or in other assets permitted by Part I of the law of December 17 th , 2010 relating to undertakings for collective investment as may be amended from time to time (the "Law") with the aim of spreading investment risks and affording its shareholders the result of the management of its assets.

The Fund may undertake any measures and carry out any transaction which it may deem useful for the fulfilment and development of its purpose to the largest extent permitted under the Law.

Art. 4. Registered office. The registered office is established in the municipality of Luxembourg-city in the Grand-Duchy of Luxembourg. By a decision of the Board of Directors, branches or other offices may be established either in the Grand-Duchy of Luxembourg or abroad.

In the event that the Board of Directors determines that extraordinary political or military events have occurred or are imminent which would interfere with the normal activities at the registered office or with the ease of communication between such office and persons abroad, it may temporarily transfer the registered office abroad until the complete cessation of these abnormal circumstances; however, such provisional measures shall have no effect on the nationality of the Fund which, not withstanding such temporary transfer of its registered office shall remain a Luxembourg Fund.

2. Capital, Variations of capital, Shares

Art. 5. Share capital. The Board of Directors is authorised at any time to issue shares relating to specific sub-funds of assets.

The capital of the Fund shall at all times be equal to the total net assets of the different sub-funds of the Fund as defined in Article 10 hereof.

The minimum capital of the Fund is 1,250,000 Euro.

The Fund constitutes a single legal entity, but the assets of each sub-fund shall be invested for the exclusive benefit of the shareholders of the corresponding sub-fund and the assets of a specific sub-fund are solely accountable for the liabilities, commitments and obligations of that sub-fund.

Art. 6. Variations of capital. The capital is at any time equal to the total of the net assets of the Fund. It may also be subject to increases resulting from the issue of new shares by the Fund, or to decreases following the repurchase of shares by the Fund from shareholders requesting such repurchases.

Art. 7. Form of shares. The Fund may issue shares in each sub-fund and in each category either in bearer and/or in registered form. It may also issue fractional shares for each category (thousands), which shall only have the registered form. If registered shares are issued, shareholders receive a confirmation of shareholding, unless they want a share certificate.

If bearer shares are issued, certificates shall be issued in the form decided by the Board of Directors. If a shareholder wants to change his certificates into certificates of a different form, the cost of such an operation shall be supported by that shareholder.

If a registered shareholder requests the issue of more than one share certificate, the cost of such additional certificates shall be supported by such shareholder. Share certificates shall be signed by two directors. Such signatures may be either hand signed, printed, or in facsimile. However, one of such signatures may be that of a person delegated for this purpose by the Board of Directors; in such case, it must be hand signed. The Fund may issue temporary certificates in the forms determined periodically by the Board of Directors.

Shares shall only be issued upon acceptation of the subscription. Share certificates shall be delivered only after receipt of the purchase price.

Payments of dividend shall be made to the shareholders: for registered shares, at the address indicated in the Shareholders' register and, for bearer shares, upon presentation of the appropriate coupons of said dividend.

All shares other than bearer shares issued by the Fund shall be registered in the Shareholders' register held by the Fund or by the persons appointed for this purpose by the Fund; the registration must indicate the name, the residence and the number of registered shares of each registered shareholder.

Any transfer of registered shares shall be entered in the Shareholders' register.

The transfer of bearer shares shall be made by delivery of the corresponding bearer share certificate.

Transfer of registered shares shall be made

(a) if certificates have been issued against delivery to the Fund of the certificate(s) representing such shares, together with all other transfer documents required by the Fund and

(b) if certificates have not been issued, by a written transfer declaration entered in the Shareholders' register, dated and signed by the transferor and the transferee, or by their representative agents.

Any registered shareholder shall provide the Fund with an address to which all communications and other information of the Fund may be sent. This address shall also be entered in the Shareholders' register.

If a registered shareholder does not indicate an address to the Fund, this will be mentioned in the Shareholders' register, and the address of that shareholder shall be considered to be at the registered office of the Fund or at any other address as set periodically by the Fund, until another address is indicated by the shareholder. The shareholder may at any time have his address changed in the Shareholders' register by means of a written declaration sent to the Fund at its registered office or at such other address as may be set by the Fund.

If the payment made by a subscriber gives him rights on fractional shares, such subscriber shall not have a voting right for that fraction but shall be entitled to a proportional payment of dividend as well as of the repurchase or liquidation proceeds, as per the calculation method of fractions set by the Fund. As far as bearer shares are concerned, only certificates representing full shares shall be issued.

The Fund shall recognise only one single holder per share only. In case of indivision or reversionary ownership and usufruct, the Fund shall suspend the exercise of rights deriving from the share(s) concerned until an attorney shall have been appointed to represent the joint owners and usufructuaries towards the Fund.

Art. 8. Loss or Destruction of share certificates. If any shareholder can prove to the Fund that his share certificate has been mislaid or destroyed, then at his request, a duplicate share certificate may be issued under such conditions and guarantees as the Fund may determine, in particular in the form of an insurance, without prejudice to any other form of guarantee the Fund may choose. As soon as a new certificate bearing the mention of duplicate is issued, the original certificate shall become void.

Damaged or mutilated share certificates may be exchanged upon request by the Fund. Damaged or mutilated certificates shall be delivered to the Fund and immediately cancelled.

The Fund may, at its discretion, charge to the shareholder the costs of the duplicate or of a new certificate and all reasonable expenses incurred by the Fund in connection with the issue and registration thereof in the Register or the annulment of the original certificate.

Art. 9. Restrictions on Ownership of shares. The Board of Directors may restrict or prevent the ownership of shares in the Fund by any individual or legal entity, if in the opinion of the Fund such holding would present a violation of the laws of the Grand-Duchy or abroad, or if as a result thereof the Fund may become subject to taxation in countries other than the Grand-Duchy or may otherwise be detrimental to the Fund.

For this purpose, the Fund may:

a) refuse the issue of shares and registration of shares transfer, if it appears that such issue or such transfer would or could have for consequence to grant a share property to a person not authorised to hold shares in the Fund;

b) request, at any time, a person listed in the Shareholders' register, or any other person requesting entry of a share transfer, to furnish all information and certificates it deems necessary, eventually supported by a sworn declaration in order to determine if such shares are or shall effectively not be owned by a person not authorised to hold shares of the Fund and

c) proceed to the compulsory repurchase of all the shares if it appears that a person not authorised to hold shares in the Fund, individually or jointly with other persons, is the owner of shares in the Fund, or proceed to the compulsory repurchase of all or part of such shares, if it appears to the Fund that one or several persons are owners of a percentage of shares in the Fund which would result in the Fund being subject to tax laws or other laws, of jurisdictions other than those of Luxembourg. In such case, the following procedure will be applied:

- the Fund shall send a notice (hereafter named "repurchase notice") to the shareholder owning shares or appearing in the Shareholders' register as the owner of the shares to repurchase; the repurchase notice shall specify the securities to be repurchased, the repurchase price payable and the place where such price is to be paid. The repurchase notice shall be sent to the shareholder by registered letter addressed to his last known address or the address entered in the Shareholders' register. The relevant shareholder shall be bound to deliver without delay to the Fund the certificate(s), if any, representing the shares specified in the repurchase notice. Immediately after the close of business on the date specified in the repurchase notice, such shareholder shall cease to be the owner of the shares specified in such notice and if the relevant shares are registered shares, his name shall be removed from the Shareholders' register; in the case of bearer shares, the certificate(s) representing such shares shall be cancelled in the books of the Fund;

- The price at which such shares are to be repurchased (the "repurchase price") shall be equal to the net asset value of the shares of the Fund, as determined on the day of the repurchase notice, according to Article 10 hereof;

- Payment of the repurchase price shall be made in the valuation currency of the relevant sub-fund to the owner of such shares; the amount shall be deposited by the Fund with a bank in Luxembourg or elsewhere (as specified in the repurchase notice), which will hand it over to the relevant shareholder against delivery of the certificate(s), if any, representing the shares indicated in the repurchase notice. Immediately after the payment of repurchase the price under these conditions, nobody interested in the shares mentioned in the repurchase notice is entitled to assert claims on such shares nor exercise any action against the Fund or its assets, except the right of the shareholder appearing as the owner of the shares to receive the repurchase price (without interest) from the bank against restitution of the certificate(s), if issued;

- the exercise by the Fund of rights granted by this Article may in no case be questioned or invalidated on the grounds that there were no sufficient evidence of ownership of shares by any person as determined by the Fund at the date of the repurchase notice, on the sole condition that the Fund exercises its powers in good faith; and

d) the Fund may refuse at any general meeting the voting right to any person not authorised to hold shares in the Fund. In particular, the Fund may limit or restrict ownership of shares in the Fund to any "United States person".

The term "United States person" means any national, citizen or resident of the United States of America or any territory, possession or jurisdiction of the United States, or any person normally residing there (including any estate of any person, corporations or partnerships formed or organised in the United States).

Where it appears that a shareholder of a category restricted to institutional investors (as set out in the prospectus of the Fund) is not an institutional investor, the Fund may either redeem the relevant shares or convert such shares into shares of a category which is not restricted to institutional investors (provided that there exists such a category with similar characteristics) and notify the relevant shareholder of such conversion.

3. Net asset value, Issue and Repurchase of shares, Suspension of the determination of the net asset value, Issue and Repurchase of shares.

Art. 10. Net Asset Value. The net asset value of the shares of each sub-fund of the Fund shall be determined periodically by the Fund, but in no case less than twice a month, as the Board of Directors shall decide (the day on which the net asset value of the shares is determined is indicated in these Articles as the "valuation day"). If any valuation day is a legal or bank holiday in Luxembourg, the valuation day shall be the next following business day.

The net asset value is expressed in the valuation currency of each sub-fund and is determined within a relevant sub-fund by dividing the net assets of such category by the total number of shares outstanding in that category. The consolidation currency of the Fund is the Euro.

The percentage of the total net assets attributed to each category within a sub-fund shall be adjusted on the basis of the distribution of dividends and of the subscriptions/ repurchases for that sub-fund as follows:

first, when a dividend is paid to the distribution shares of a sub-fund, the net assets of this category and of this sub-fund are decreased by the global amount of dividends (leading to a decrease of the percentage of the global net assets attributable to this category of shares), while the net assets of this sub-fund attributable to its capitalisation shares remain unchanged (leading to an increase of the percentage of the global net assets attributable to this category of shares);

second, at the time of repurchase of shares of any category, the corresponding net assets will be increased by the amount received, respectively decreased by the amount paid.

The net assets of the different sub-funds shall be assessed as follows:

I. In particular, the Fund's assets shall include:

1. all cash at hand and on deposit, including interest due but not yet received as well as interest accrued on these deposits up to the valuation day;

2. all bills and demand notes and accounts receivable (including the results of securities sold insofar as the proceeds have not yet been collected);

3. all securities, units/shares in undertakings for collective investment, stocks, bonds, option or subscription rights, financial instruments and other investments and transferable securities owned by the Fund;

4. all dividends and distribution proceeds to be received by the Fund in cash or securities insofar as the Fund is aware of such;

5. all interest accrued but not yet received and all interest produced until the valuation day on securities owned by the Fund, unless this interest is included in the principal amount of such assets;

6. the incorporation expenses of the Fund, insofar as they have not yet been written off;

7. all other assets of whatever kind and nature, including prepaid expenses.

The value of these assets shall be determined as follows:

a) the value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, dividends and interests declared or due but not yet received shall be deemed to be the full value of such assets, unless it is unlikely that such values be received, in which case the value thereof shall be determined by deducting such amount the Fund may consider appropriate to reflect the true value of these assets;

b) the valuation of securities and/or financial derivative instruments listed on an official stock exchange or dealt in on another regulated market which operates regularly, is recognised and open to the public, is based on the last quotation known in Luxembourg on the valuation day and, if such security is traded on several markets, on the basis of the last available price known on the market considered to be the main market for trading this security. If the last available price is not representative, the valuation shall be based on the probable realisation value estimated by the Board of Directors with prudence and in good faith;

c) securities not listed on a stock exchange or dealt in on another regulated market which operates regularly, is recognised and open to the public shall be assessed on the basis of the probable realisation value estimated with prudence and in good faith;

d) shares or units in open-ended undertakings for collective investment shall be valued at their last available calculated net asset value, as reported by such undertakings;

e) the value of each position in each currency, security or derivative instrument based on currencies or interest rates will be determined on the basis of quotations provided by a pricing service selected by the Fund. Instruments for which no such quotations are available will be valued on the basis of quotations furnished by dealers or market makers in such instruments selected by the Fund; and positions in instruments for which no quotations are available from pricing services, dealers or market makers shall be determined prudently and in good faith by the Board of Directors in its reasonable judgement;

f) liquid assets and money market instruments may be valued at nominal value plus any accrued interest or on an amortised cost basis;

g) swaps are valued at their fair value based on the underlying securities as well as on the characteristics of the underlying commitments or otherwise in accordance with usual accounting practices;

h) all other securities and other assets will be valued at fair market value as determined in good faith pursuant to procedures established by the Board of Directors.

The Board of Directors is authorised to apply other appropriate valuation principles for the assets of the Fund and/or the assets of a given category if the aforesaid valuation methods appear impossible or inappropriate due to extraordinary circumstances or events.

Securities expressed in a currency other than the currency of the respective sub-fund shall be converted into that currency on the basis of the last available exchange rate.

II. The liabilities of the Fund shall include:

1. all loans, bills matured and accounts due;

2. all known liabilities, whether matured or not, including all matured contractual obligations that involve payments in cash or in kind (including the amount of any unpaid dividends declared by the Fund);

3. all reserves, authorised or approved by the Board of Directors, in particular those formed for covering potential depreciation on some of the Fund's investments;

4. all other liabilities of the Fund, of whatever kind and nature with the exception of those represented by the Fund's own resources. To assess the amount of such other liabilities, the Fund shall take into account all expenses payable by it, including, without limitation, the formation expenses and those for subsequent amendments to the Articles of incorporation, fees and expenses payable to the investment advisor(s) and/or managers and/or management company, accountants, custodians and correspondents, domiciliation agents, paying agents or other agents and employees of the Fund, as well as the permanent representatives of the Fund in countries where it is subject to registration, the costs for legal assistance and for the auditing of the Fund's annual reports, the costs for promoting, printing and publishing the sales

documents for the shares, printing costs of annual and interim financial reports, the cost of convening and holding shareholders' and Board of Directors' meetings, reasonable travelling expenses of Directors and managers, Directors' fees, the costs of registration statements, all taxes and duties charged by governmental authorities and stock exchanges, the costs of publication of the issue and repurchase prices as well as any other operating costs, including financial costs, bank charges and brokerage incurred at purchase or sale of assets or otherwise as well as any other administrative charges.

For the valuation of the amount of such liabilities, the Fund shall take into account administrative and other expenses of a regular or periodic nature on a prorata temporis basis.

5. The assets, liabilities, charges and expenses which are not attributable to a sub-fund shall be attributed to all the sub-funds, in equal proportions or as long as justified by the amounts concerned, to the pro rata of their respective net assets.

III. Each share of the Fund to be repurchased is considered as an issued and existing share until the close of business on the valuation day applicable to the repurchase of such share and its price shall be considered as a liability of the Fund from the close of business on such day and this, until the relevant price is paid.

Each share to be issued by the Fund in accordance with subscription applications received, shall be considered as having been issued as from the close of business on the valuation day of its issue price and such price shall be considered as an amount to be received by the Fund until the Fund shall have received it.

IV. As far as possible, each investment or disinvestment decided by the Fund until the valuation day shall be taken into account by the Fund.

Art. 11. Issue, Repurchase and Conversion of shares. The Board of Directors is authorised, at any time, to issue supplementary fully paid up at the shares at the respective price of the net asset value of the specific sub-fund, in accordance with Article 10 hereof, increased by an entry fee as laid down in the sales documents, without reserving to the existing shareholders a preferential right to subscription. Any remuneration to the placing agents shall be paid from these fees. The price so determined shall be payable in the valuation currency of the relevant sub-fund at the latest four business days after the date of calculation of the net asset value applicable.

The Board of Directors may delegate to any duly authorised director or to any manager of the Fund, or to any other duly authorised person the responsibility to accept subscriptions.

Any subscriptions of new shares must, under penalty of being declared null and void, be fully paid up and the shares issued shall have the same rights to interest and dividends than the shares existing on the issue date.

Any shareholder is entitled at any time and without limitation to have all or part of his shares repurchased by the Fund. The repurchase price shall be paid at the latest four business days after the date of determination of the net asset value and shall be equal to the net assets of the shares such as it has been calculated according to the provisions of Article 10 above, after deduction of an eventual repurchase commission as laid down in the sales documents of the Fund. Any repurchase request shall be presented by the shareholder in writing to the registered office of the Fund in Luxembourg or to any other legal entity appointed by the Fund for such purpose. If share certificates have been issued, the request must be accompanied by such share certificate(s) and by sufficient evidence of an eventual transfer.

Shares repurchased by the Fund shall be cancelled.

Any shareholder is entitled to request the conversion of all or part of his shares of one sub-fund into shares of another sub-fund. Such conversion shall be effected on the basis of the respective net asset values of the different sub-fund's shares, calculated as indicated in Article 10 above, after deduction of an eventual repurchase commission as laid down in the sales documents of the Fund.

The Board of Directors may set such restrictions to the frequency of conversions as it deems necessary and may ask for an additional fee on such conversions, the amount of which shall be determined in a reasonable way.

Subscription, repurchase and conversion requests shall be received at the desks of the institutions appointed for this purpose by the Board of Directors.

Art. 12. Suspension of the calculation of the net asset value, and of the issue and Repurchase of shares. The Board of Directors is authorised to suspend temporarily the calculation of the net asset value of one or several sub-funds, as well as the issue, the repurchase and the conversion of shares under the following circumstances:

a) for any period during which a market or stock exchange which is the main market or stock exchange on which a substantial part of the Fund's investments is listed from time to time, is closed for periods other than regular holidays, or when trading on such markets is subject to major restrictions, or suspended;

b) when the political, economic, military, monetary or social situation, or Act of God or beyond the Fund's responsibility or control, make the disposal of its assets impossible under reasonable and normal conditions, without being seriously prejudicial to the interests of the shareholders;

c) during any breakdown in communications networks normally used to determine the value of any of the Fund's investments or current price on any market or stock exchange;

d) whenever exchange or capital movement restrictions prevent the execution of transactions on behalf of the Fund or in case purchase and sale transactions involving the Fund's assets cannot be effected at normal exchange rates;

e) as soon as a General Meeting is called during which the dissolution of the Fund shall be put forward;

f) in the case of a breakdown of the data processing system which would make the net asset value calculation impossible.

g) Following the suspension of the calculation of the net asset value of shares or units of the master fund in which the Fund or any of its sub-fund invests as its feeder fund.

Under exceptional circumstances that may adversely affect the interest of shareholders or in case of repurchase applications exceeding 10% of a sub-fund's net assets, the Board of Directors of the Fund shall reserve the right to determine the share price only after having carried out, as soon as possible, the necessary sales of transferable securities on behalf of the sub-fund. In such case, subscription, repurchase and conversion applications outstanding shall be treated on the basis of the net asset value thus calculated.

Subscribers and shareholders offering shares for repurchase or conversion shall be notified of the suspension of the net asset value calculation. Pending subscription, repurchase and conversion applications may be withdrawn in writing insofar as notification thereon be received by the Fund before the end of suspension.

Pending subscriptions repurchases and conversions shall be taken into consideration on the first valuation day immediately following the end of suspension.

4. General meetings

Art. 13. General meetings. The general meeting of shareholders of the Fund, when duly constituted, shall represent the entire body of shareholders of the Fund. It shall have the broadest powers to order, carry out and ratify any acts related to the transactions of the Fund.

Art. 14. Ordinary General Meeting. The ordinary general meeting of shareholders shall be held in accordance with Luxembourg law in Luxembourg, at the registered office of the Fund or at any other place in Luxembourg specified in the convening notice, on the third Wednesday of the month of April at 10.00 a.m. If such a day is a legal or a bank holiday, the ordinary general meeting shall be held on the next following banking business day. The ordinary general meeting of shareholders may be held abroad, if the Board of Directors observes regularly that exceptional circumstances so require.

Other meetings of shareholders may be held at such times and places as may be specified in the convening notices.

Art. 15. Holding of the meeting. Prescriptions of quorum and terms as laid down by law shall rule convening notices and the holding of the meetings of the Fund' shareholders, unless otherwise stipulated in these present Articles.

Each share is entitled to one vote, whatever the sub-fund it belongs to, except for the restrictions laid on by the present Articles. A shareholder may attend any meeting of shareholders by indicating in writing, by telegram, telex or fax another person as his representative.

Unless otherwise provided by law or by the present Articles, all resolutions of the general meeting of shareholders duly convened are passed by a simple majority of the shareholders present or represented.

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

Moreover, the shareholders of each sub-fund may form a separate general meeting deliberating and deciding, according to the prescriptions of Luxembourg law regarding quorum and majority, on the following points:

1. the allotment of the annual profit balance of each sub-fund;

2. any amendment in the Articles of Incorporation affecting their rights with regard to those of the shareholders of the other sub-funds

Art. 16. Convening to general meetings. Shareholders shall meet upon a convening notice from the Board of Directors. Such notice setting forth the agenda shall be sent at least eight days prior to the meeting to each registered shareholder at the address indicated in the Shareholders' register. If all the shares are in registered form and if no publications are made, notices to shareholders may be mailed by registered mail only. If bearer shares are issued the notice of meeting shall in addition be published in the "Mémorial, Recueil des Sociétés et Associations of the Grand-Duchy of Luxembourg", in a Luxembourg newspaper and in any newspaper that the Board of Directors deems appropriate.

5. Administration and Management of the fund

Art. 17. Administration. The Fund shall be managed by a Board of Directors made up of a minimum of three members; such members do not need to be shareholders of the Fund.

Art. 18. Duration of the office of director, Renewal of the board. The Directors shall be elected by the annual general meeting for a period of one year; however, a director may be removed with or without cause and/or replaced at any time by a resolution of the shareholders.

In the event of a vacancy in the office of director because of death, retirement or otherwise, the remaining directors may meet and elect, by a majority vote, a director to temporarily fill the vacant directorship until the next meeting of shareholders.

Art. 19. Bureau of the board. The Board of Directors may choose from among its members a chairman and one or more vice-chairmen. It may also appoint a secretary who need not be a director and who shall be responsible for keeping the minutes of the Board of Directors' meetings as well as those of the shareholders.

Art. 20. Meetings and Deliberations of the board. The Board of Directors shall meet upon call of the chairman or of two members at the place indicated in the convening notice. The chairman of the Board of Directors shall preside all meetings of shareholders and all meetings of the Board of Directors, but in his absence the general assembly of shareholders or of the Board of Directors may appoint another director by a majority vote or, if no director is present, any other person to assume the attendance at such general assembly and of board meetings.

The Board of Directors shall from time to time appoint the managers and officers of the Fund, including a general manager and, as the case may be, deputy general managers, deputy secretaries and other managers and officers whose duties are deemed necessary for the management of the Fund. Such appointments may be revoked at any time by the Board of Directors. Managers and officers need not be directors or shareholders of the Fund. Unless otherwise stipulated in the Articles, the managers and officers appointed shall have the powers and duties conferred upon them by the Board of Directors.

A written notice of any meeting of the Board of Directors shall be given to all directors at least three days prior to the date set for such meeting, except in circumstances of emergency, in which case the nature and reasons of such circumstances shall be set forth in the convening notice. A separate notice shall not be required for individual meetings of the Board of Directors held at times and places fixed in a schedule previously adopted by a resolution of the Board of Directors.

Any director may attend any meeting of the Board by appointing in writing, by telegram, telex, telefax, or any other similar means of communications another director as his proxy.

Any director may participate in a meeting of the Board of Directors by conference call or similar means of communications equipment which enables his/her identification whereby all persons participating in the meeting can hear each other, and participating in a meeting by such means shall constitute presence in person at such meeting.

The Directors may not bind the Fund by their individual signature, unless they are expressly so authorised by a resolution of the Board of Directors.

The Board of Directors may deliberate and validly act only if at least half of the Directors is present or represented at the meeting. Decisions are taken by a majority of votes of the directors present or represented. In the event that at any meeting the number of votes for or against a resolution are equal, the chairman of the meeting shall have a casting vote.

Resolutions signed by all the members of the Board shall be as valid and enforceable than those taken by a meeting regularly convened and held. Such signatures may be put on a single document or several copies of one and the same resolution and may even be evidenced by letter, cable, telegram, telex, fax or other similar means.

The Board of Directors may delegate its powers relating to the daily management and to the execution of operations in view of the pursuit of the general orientation of its management to individuals or legal entities who need not be members of the Board of Directors.

Art. 21. Minutes. The minutes of any meeting of the Board of Directors shall be signed by the chairman or, in his absence, by the chairman pro tempore of the meeting.

Copies or extracts of such minutes, which may be produced in judicial proceedings or otherwise shall be signed by the chairman or the secretary or by any two Directors, or by any other person appointed by the Board of Directors.

Art. 22. Commitment of the Fund towards third parties. The Fund will be committed either by the signature of two directors or one director or officer authorised for this purpose or by the signature of any other person to whom special powers have been conferred by the Board of Directors. Subject to authorisation by the general meeting, the Board may delegate the daily management and affairs of the Fund to one of its members.

Art. 23. Powers of the Board of Directors. The Board of Directors has the power to determine the investment policies and strategies of the Fund, based upon the principle of risk spreading, and the course of conduct of the management and business affairs of the Fund, within the restrictions as shall be set forth by the Board of Directors from time to time in compliance with Part I of the Law.

The Board of Directors may decide that investment of the Fund be made

(i) in transferable securities and money market instruments admitted to or dealt in on a regulated market within the meaning of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments;

(ii) shares or units of other UCITS and/or other UCI in accordance to the Article 1 paragraph 2, point a and b of Directive 2009/65/CE, including shares/units of a master fund qualifying as UCITS to the extent permitted and at the conditions stipulated by the Law;

(iii) shares of other sub-funds to the extent permitted and at the conditions provided in article 181 paragraph 8 of the Law, as may be amended;

(iv) in transferable securities and money market instruments dealt in on another regulated market in a Member State of the European Union which operates regularly and is recognised and open to the public;

(v) in transferable securities and money market instruments admitted to official listing on a stock exchange in a non-Member State of the European Union or dealt in on another market in a non-Member State of the European Union which is regulated, operates regularly and is recognised and open to the public of any other country in Eastern and Western Europe, Africa, the American continents, Asia, Australia and Oceania;

(vi) in recently issued transferable securities and money market instruments provided that the terms of the issue include an undertaking that application will be made for admission to official listing on a regulated market or stock exchange and that such admission be secured within one year of issue.

The Board of Directors may decide to invest up to 100% of the assets of each sub-fund in different transferable securities and money market instruments issued or guaranteed by any Member State of the European Union, its local authorities, a non-Member State of the European Union, as acceptable by the Luxembourg supervisory authority and disclosed in the prospectus of the Fund, or public international bodies of which one or more of such Member States of the European Union are members, or by any other Member State of the Organisation for Economic Cooperation and Development, provided that in the case where the Fund decides to make use of this provision it must hold, on behalf of the sub-fund concerned, securities from at least six different issues and securities from any one issue may not account for more than 30% of the total assets of such sub-fund.

The Board of Directors may decide that investments of the Fund be made in financial derivative instruments, including equivalent cash settled instruments, dealt in on a regulated market as referred to in the Law and/ or financial derivative instruments dealt in over-the-counter provided that, among others, the underlying consists of instruments covered by article 41 (1) of the Law, financial indices, interest rates, foreign exchange rates or currencies, in which the Fund may invest according to its investment objectives as disclosed in its sales documents.

The Board of Directors may decide that investments of a sub-fund to be made with the aim to replicate a certain stock or bond index provided that the relevant index is recognised by the Luxembourg supervisory authority on the basis that it is sufficiently diversified, represents an adequate benchmark for the market to which it refers and is published in any appropriate manner.

Unless otherwise specifically provided in the prospectuses of the Fund in respect of a specific sub-fund, the Fund may invest more than 10% of the assets of any sub-fund in undertakings for collective investment as defined in article 41(1) (e) of the Law ("UCIs").

Art. 24. Interest. No contract or other transaction between the Fund and any other companies or firms shall be affected or invalidated by the fact that any one or more of the directors, managers or officers of the Fund have any interest whatsoever in such other company or firm or by the fact that they serve as directors, associates, managers, signatories or employees thereto.

Any director, manager or officer of the Fund, who serves as a director, manager, officer or employee to another fund or firm with which the Fund has signed an agreement or otherwise is engaged in business relationship, shall not, by reason of such affiliation, be prevented from deliberating, voting or acting upon any matters with respect to such agreements or other business relationships.

In the event that any director, manager or officer had a personal interest in any transaction of the Fund, such director, manager or officer of the Fund shall inform the Board of Directors of such personal interest and shall not deliberate or vote on such transaction; a report on such transaction and of such personal interest of such directors, managers or officers shall be done at the next general meeting of shareholders.

The term "personal interest" as used in the above sentence shall not include any relationship with, or interest, positions or transactions involving Banca Finnat Euramerica S.p.A or any other company or entity as the Board of Directors may, at its discretion, determine from time to time.

Art. 25. Indemnification. The Fund may indemnify any director, manager or officer, his heirs, executors and directors, against expenses reasonably incurred by him in connection with any legal action to which he is part as a director, manager or officer of the Fund or for having been, at the request of the Fund, a director, manager or officer of any other company of which the Fund is a shareholder or a creditor and from which he is not entitled to be indemnified, except if in relation to such matters or legal action he is convicted of gross negligence or misconduct;

in the event of an out of court settlement, such an indemnification shall be paid only if the Fund is advised by a consulting barrister that the relevant director, manager or officer has not committed such a breach of duty. The foregoing right to indemnification shall not exclude other rights to which the director, manager or officer may be entitled.

Art. 26. Directors' fees. As remuneration for their activities, the general meeting may allocate to the directors a fixed annual sum as directors' fees, the amount of which is entered under the general operating expenses of the Fund and which is apportioned between the directors, at their discretion.

Moreover, the directors may be reimbursed for expenses incurred for the Fund to the extent that they are deemed reasonable.

The Board of Directors determines the remuneration of the chairman and of the secretary of the Board of Directors and also of the general manager(s) and officer(s).

Art. 27. Investment Adviser and/or Manager and Custodian Bank. The Fund may enter into an investment advisory agreement with any investment adviser (the "Investment Adviser"), who shall supply the Fund with recommendations and advice with respect to the Fund's investment policy pursuant to Article 23 and may, on a day-to-day basis and subject to the overall control of the Board of Directors, have full authority and discretion to purchase and sell securities and other assets for the Fund, and enter into investment transactions on its behalf, pursuant to the terms of a written agreement. The Board of Directors may approve the appointment by the Investment Adviser in relation to any sub-fund of one or more investment sub-advisers as described and in accordance with the relevant sales documents.

Alternatively, the Fund may enter into a management services agreement with a management company authorised under chapter 15 of the Law (the "Management Company") pursuant to which it designates such Management Company to supply the Fund with investment management, administration and marketing services.

In the event of non-conclusion or termination of any of said agreements in any manner whatsoever, the Fund shall change its name forthwith upon the request of the Investment Adviser or the Management Company, as the case may be, to a name not resembling the one specified in Article 1.

The Investment Adviser(s) or the Management Company will be remunerated by the Fund as per the provisions of the relevant agreement signed by the Fund and the Investment Adviser(s) and as per the provision of the prospectus. In addition to this fixed commission based on the total net assets of the Fund, a performance fee based on the net assets evolution may be paid.

The Fund has signed a Custodian Agreement with a bank authorised to act as custodian according to the Luxembourg law (the "Custodian Bank"). The transferable securities, liquid assets and other permitted assets of the Fund shall be held by or by order of the Custodian Bank.

In case the Custodian Bank would want to withdraw from the agreement, the Board of Directors shall appoint another bank to act as custodian bank to replace the resigned Custodian Bank. The directors shall not revoke the Custodian Bank until another Custodian Bank is appointed to take its place.

6. Auditors

Art. 28. Authorized Independent Auditor. The financial operations of the Fund as well as its financial situation, including in particular the keeping of the accounts, shall be supervised by an external auditor who shall comply with the requirements of the Luxembourg law related to his honourableness and his professional experience, and who shall carry out his duties as required by the Law.

The external auditor shall be elected by the annual general meeting of shareholders for a period ending at the date of the next general meeting of shareholders.

The auditor shall remain in office until his re-election or until his successor is appointed. The auditor in office may be removed by the shareholders' meeting under the conditions provided for by Luxembourg law.

7. Annual accounts

Art. 29. Financial year. The financial year of the Fund starts on 1 st January and ends on 31 st December of each year.

Art. 30. Profit balance. As a rule, income and capital gains are capitalised.

The board of Directors may propose to the general meeting of shareholders the distribution of a cash dividend within the limits of the Law. The Board of Directors may also decide the payment of an interim dividend of the previous or the current financial year in accordance with the legal provisions applicable.

Dividends not claimed within 5 years after the payment date shall be debarred for the beneficiaries and fall to the Fund.

8. Liquidation and Merger

Art. 31. Liquidation and Merger of the Fund. The liquidation of the Fund shall take place in accordance with the provisions of the Law.

If the capital of the Fund is lower than two thirds of the minimum capital, the directors are required to submit the question of liquidation of the Fund to the General meeting for which no quorum shall be prescribed and which shall decide by a simple majority of the shares represented at the meeting.

If the capital of the Fund is lower than one fourth of the minimum capital, the directors are required to submit the question of liquidation of the Fund to the General meeting for which no quorum shall be prescribed; dissolution may be resolved by shareholders holding one fourth of the shares at the meeting.

The meeting must be convened so that it is held within forty days as from the acknowledgement that the net assets have fallen below two thirds or one fourth of the minimum capital. In addition, the Fund may be dissolved by a decision taken by the General Meeting deliberating in accordance with the statutory provisions in this matter. Applications for subscription, redemption and conversion shall be carried out until publication of the convening notice for the general meeting deliberating on the liquidation of the Fund.

The decisions of the General meeting or of the law courts pronouncing the dissolution or the liquidation of the Fund shall be published in the Mémorial and three newspapers with adequate circulation, including at least one Luxembourg newspaper. These publications shall be made at the request of the liquidator(s).

In case of dissolution of the Fund, liquidation shall be carried out by one or several liquidators appointed in accordance with the Fund's Articles of Incorporation and the Law. The net proceeds of the liquidation shall be distributed to shareholders in proportion to the number of shares held. Any amounts unclaimed by shareholders at the close of liquidation shall be deposited at the 'Caisse de Consignation' in Luxembourg pursuant to article 146 of the Law. Failing their being claimed before expiry of the prescription period (30 years), these amounts can no longer be claimed.

Merger

a) Merger of the Fund decided by the Board of Directors

The Board of Directors may decide to proceed with a merger of the Fund, either as receiving or absorbed UCITS, with:

- another Luxembourg or foreign UCITS (the "New UCITS"); or

- a sub-fund thereof,

and, as appropriate, to re-designate the shares of the Fund concerned as shares of this New UCITS, or of the relevant sub-fund thereof as applicable.

In case the Fund involved in a merger is the receiving UCITS (within the meaning of the Law), solely the Board of Directors will decide on the merger and effective date thereof.

In the case the Fund involved in a merger is the absorbed UCITS (within the meaning of the Law), and hence ceases to exist, the general meeting of the shareholders has to approve, and decide on the effective date of such merger by a resolution adopted with (a) a presence quorum requirement of at least 51% of the share capital of the Fund; and (b) a majority requirement of at least two-third (2/3) of the shareholders present or represented.

b) Merger of the Fund decided by the shareholders

The general meeting of the shareholders may decide to proceed with a merger (within the meaning of the Law) of the Fund, either as receiving or absorbed UCITS, with:

- a New UCITS; or

- a sub-fund thereof.

The decision shall be adopted by a general meeting of the shareholders for which there shall be (a) a presence quorum requirement of at least 51% of the share capital of the Fund; and (b) a majority requirement of at least two-third (2/3) of the shareholders present or represented.

Art. 32. Liquidation and Merger of sub-funds. Liquidation

The Board of Directors may decide on the liquidation of one ore several sub-funds if important changes of the political or economic situation would, in the opinion of the Board of Directors, make this decision necessary, and if the net assets of any one sub-fund fall below EURO 1,000,000.

Unless otherwise decided by the Board of Directors, the Fund may, until the execution of the decision to liquidate, continue to redeem the shares of the sub-fund for which liquidation was decided. For such redemption, the Fund shall take as a basis the net asset value as established to account for the liquidation costs, but without deduction of a redemption fee or any other commission. The activated costs of incorporation are to be fully amortised as soon as the decision to liquidate has been taken. The liquidation proceeds shall be distributed to each shareholder in proportion to the number of shares held.

Amounts not claimed by the shareholders or their beneficiaries at the close of liquidation of one or several sub-funds shall be kept in deposit with the Custodian Bank for a period not exceeding 9 months as from that date. After that date, such assets shall be deposited with the 'Caisse de Consignations' in Luxembourg on behalf of the persons entitled thereto.

In case of important changes in the political or economic situation which would influence the management of one or several sub-funds, or if the amount of the net assets is no longer sufficient or does not allow to carry out an adequate management, the Board of Directors may also decide on the closing of one or several sub-funds through a merger with one or several other sub-funds in the Fund (merger).

Merger

a) Merger of sub-funds decided by the Board of Directors

The Board of Directors may decide to proceed with a merger (within the meaning of the Law) of any sub-fund, either as receiving or absorbed sub-fund, with:

- another existing sub-fund within the Fund or another sub-fund within a New UCITS (the "New sub-fund"); or

- a New UCITS,

and, as appropriate, to re-designate the shares of the sub-fund concerned as Shares of the New UCITS, or of the New sub-fund as applicable.

b) merger of sub-funds decided by the shareholders

Notwithstanding the powers conferred to the Board of Directors under the preceding section, the general meeting of shareholders may decide to proceed with a merger (within the meaning of the Law) of one of the relevant sub-funds, either as receiving or absorbed sub-fund, with:

- any New UCITS; or

- a New sub-fund

by a resolution adopted with (a) a presence quorum requirement of at least 51% of the share capital of the Company; and (b) a majority requirement of at least two-third (2/3) of the shareholders present or represented.

The relevant decisions of the Board of Directors are made public in the same way as the financial notices.

During a minimum period of one month as from the date of publication of the decision to merge, the shareholders of the sub-fund(s) concerned may request the redemption of their shares free of charge, even if the sub-fund(s) are closed for repurchase. At expiry of this period, the decision to merge is binding on all the shareholders that have not taken advantage of the aforementioned possibility.

Assets which may not be distributed to the relevant beneficiaries at the closure of the liquidation will be deposited with the "Caisse de Consignation" on behalf of the persons entitled thereto.

Art. 33. Expenses defrayed by the Fund. The fees relating to the Fund's incorporation and launching have been fully written off.

These costs may be amortised over a period not exceeding the first five fiscal years.

The Fund shall bear all operating costs, such as provided in Article 10, paragraph 4.

Art. 34. Amendment of the Articles. The present Articles of Incorporation may be modified at any time and place as decided by a general meeting of shareholders subject to the quorum and voting requirements provided for by Luxembourg law.

Any modification affecting the rights of shareholders of any sub-fund of shares shall moreover be subject to the same quorum and majority requirements for the relevant sub-funds.

Art. 35. General provisions. For all matters not governed by these Articles of Incorporation, the parties shall refer to the provisions of the law of 10 August 1915 on commercial companies, as amended, and the law of 17 December 2010 relating to undertakings for collective investment.

The General Meeting noted that the French translation of the articles of association is not required anymore in accordance with article 26(2) of the 2010 Law and that therefore no French translation of these articles of association will follow the English version.

Nothing else being on the agenda, and nobody wishing to address the General Meeting, the meeting was closed at noon.

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

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

The document having been read to the persons appearing, all known by the notary by their names, first name, civil status and residences, the members of the bureau of the Meeting signed together with the notary the present deed.

Signé: S. GIOVANARDI, S. DEL ROSSO, L. CHIAPPALONE et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 25 avril 2013. Relation: LAC/2013/19274. Reçu soixante-quinze euros (75.- EUR)

Le Receveur (signé): I. THILL.

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

Luxembourg, le 15 mai 2013.

Référence de publication: 2013063276/660.

(130077462) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 mai 2013.

PATRIZIA Real Estate Investment Management S.à r.l., Société à responsabilité limitée.

Siège social: L-1222 Luxembourg, 2-4, rue Beck.

R.C.S. Luxembourg B 177.218.

STATUTEN

Im Jahre zweitausenddreizehn,

am zehnten Tag des Monats Mai.

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

ist erschienen:

„PATRIZIA Immobilien AG", eine Aktiengesellschaft gegründet und bestehend unter deutschem Recht mit Sitz in Fuggerstrasse, 26, D-86150 Augsburg, eingetragen im Handelsregister B unter der Nummer 19478,

hier vertreten durch Frau Joëlle HAUSER, Rechtsanwältin, mit Berufsanschrift in Luxembourg,

aufgrund einer privatschriftlichen Vollmacht, welche am 3. April 2013 in Augsburg, Deutschland, gegeben wurde.

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

Der Erschienene, handelnd wie erwähnt, ersucht den amtierenden Notar, die Satzung (die "Satzung") einer Gesellschaft mit beschränkter Haftung nach luxemburgischem Recht (société à responsabilité limitée), welche hiermit gegründet wird, wie folgt zu beurkunden:

Kapitel I. - Name - Dauer - Gegenstand - Sitz

Art. 1. Name und Dauer. Es besteht hiermit eine Gesellschaft mit beschränkter Haftung (société à responsabilité limitée) unter der Bezeichnung "PATRIZIA Real Estate Investment Management S.à r.l." (die "Gesellschaft"), welche der luxemburgischen Gesetzgebung, insbesondere dem abgeänderten Gesetz vom 10. August 1915 bezüglich Handelsgesellschaften in seiner jeweils gültigen Fassung (nachfolgend das "Gesetz von 1915"), sowie der nachfolgenden Satzung unterliegt.

Die Gesellschaft besteht für eine unbestimmte Dauer.

Art. 2. Gesellschaftszweck. Zweck der Gesellschaft ist die Gründung und Verwaltung von einem oder mehreren luxemburgischen spezialisierten Investmentfonds (die "Fonds") im Sinne des Gesetzes vom 13. Februar 2007 über spezialisierte Investmentfonds in seiner jeweils gültigen Fassung (das "Gesetz von 2007").

Die Gesellschaft unternimmt jegliche Aktivitäten, welche im Zusammenhang mit dem Management, der Verwaltung und der Förderung der Fonds stehen. Sie kann im Namen der Fonds Verträge eingehen, Wertpapiere oder andere Vermögenswerte kaufen, verkaufen, tauschen und aushändigen, Registrierungen und Übertragungen für eigene oder fremde Rechnung in den Aktienregistern von jeglichen luxemburgischen oder ausländischen Gesellschaften vornehmen und im Namen der Fonds und der Anteilinhaber der Fonds alle Rechte und Privilegien, insbesondere die Stimmrechte, welche dem Fondsvermögen anhängen, ausüben. Die vorgenannte Befugnisliste ist nicht als ausschöpfend zu betrachten, sondern nur zu Informationszwecken erstellt.

Die Gesellschaft kann alle Tätigkeiten, die der Erreichung ihrer Zwecke förderlich sind und die im Rahmen der Bestimmungen des Gesetzes von 1915, des Gesetzes von 2007 und des Gesetzes vom 17. Dezember 2010 betreffend Organismen für gemeinsame Anlagen in seiner jeweils gültigen Fassung bleiben, ausüben.

Art. 3. Gesellschaftssitz. Der Sitz der Gesellschaft ist in Luxemburg Stadt.

Er kann zu jeder Zeit durch Beschluss einer außerordentlichen Gesellschafterversammlung in irgendeine andere Ortschaft des Großherzogtums Luxemburg verlegt werden.

Die Adresse des Gesellschaftssitzes kann durch einfachen Beschluss des Geschäftsführerrates innerhalb der Gemeinde des Gesellschaftssitzes verlegt werden.

Die Gesellschaft ist ermächtigt, im In-und Ausland Zweigniederlassungen und Vertretungen zu eröffnen.

Kapitel II. - Gesellschaftskapital

Art. 4. Gesellschaftskapital.

4.1 Das Gesellschaftskapital beträgt einhundertfünfundzwanzigtausend Euro (EUR 125.000,-) und ist eingeteilt in einhundertfünfundzwanzig (125) Gesellschaftsanteile mit einem Nennwert von je eintausend Euro (EUR 1.000,-).

4.2 Das Gesellschaftskapital kann jederzeit durch Beschluss der Gesellschafter und gemäß den Bestimmungen für eine Satzungsänderung abgeändert werden.

Art. 5. Gesellschaftsanteile. Jeder Anteil berechtigt zu einem Bruchteil des Gesellschaftsvermögens und der Profite im direkten Verhältnis zu der bestehenden Anteilzahl der Gesellschaft.

Gegenüber der Gesellschaft sind einzelne Anteile unteilbar, da die Gesellschaft nur einen Inhaber pro Anteil zulässt. Gemeinsame Co-Inhaber müssen eine einzige Person als ihren Vertreter gegenüber der Gesellschaft ernennen.

Die Gesellschaft wird nicht aufgelöst durch das Ableben, die Einstellung der bürgerlichen Rechte, die Zahlungsunfähigkeit sowie den Konkurs des alleinigen Gesellschafters oder eines der Gesellschafter.

Art. 6. Übertragung von Gesellschaftsanteilen. Im Falle eines alleinigen Gesellschafters sind die Anteile der Gesellschaft frei übertragbar.

Im Falle einer Mehrzahl von Gesellschaftern kann die Übertragung der Anteile an Drittpersonen inter vivos nur nach Ermächtigung durch die Gesellschafterversammlung, gemäß Artikel 189 des Gesetzes von 1915, stattfinden. Eine solche Ermächtigung wird im Falle der Übertragung von Anteilen unter Gesellschaftern nicht benötigt.

Die Übertragung der Anteile an Drittpersonen mortis causa muss von drei Viertel der überlebenden Gesellschafter angenommen werden.

Art. 7. Rückkauf von Anteilen. Die Gesellschaft ist ermächtigt Anteile an ihrem eigenen Gesellschaftskapital, gemäß den Bestimmungen des Gesetzes von 1915, zu kaufen.

Kapitel III. - Geschäftsführung - Sitzungen des Geschäftsführerrates - Vertretung

Art. 8. Geschäftsführung. Die Gesellschaft hat mindestens drei (3) Geschäftsführer. Die Geschäftsführer bilden den Geschäftsführerrat. Die Geschäftsführer müssen keine Gesellschafter sein. Die Geschäftsführer werden durch die Gesellschafterversammlung ernannt. Die Gesellschafterversammlung kann jederzeit und ad nutum (ohne einen Grund zu nennen) einen oder mehrere Geschäftsführer abberufen und ersetzen.

Die Gesellschafterversammlung bestimmt das Gehalt sowie die Bedingungen der Bestellung eines jeden Geschäftsführers.

Art. 9. Sitzungen des Geschäftsführerrates. Sitzungen des Geschäftsführerrates können durch jeden einzelnen Geschäftsführer einberufen werden.

Die Geschäftsführer werden einzeln zu jeder Sitzung des Geschäftsführerrates einberufen. Ausgenommen in Dringlichkeitsfällen, welche im Einberufungsschreiben angegeben werden müssen, werden die Geschäftsführer zwei (2) Tage vor der Sitzung schriftlich einberufen.

Die Sitzung kann ohne vorherige Benachrichtigung ordnungsgemäß gehalten werden, falls sämtliche Geschäftsführer anwesend oder vertreten sind.

Die Sitzung erfolgt an dem Ort, dem Tag und der Uhrzeit, die im Einberufungsschreiben festgelegt sind.

Auf die Einberufung kann, durch die Zustimmung jedes Geschäftsführers, verzichtet werden. Diese Zustimmung kann schriftlich oder per Fax oder durch jedes andere angemessene Kommunikationsmittel erfolgen. Für Sitzungen, für die sowohl der Sitzungstermin als auch der Sitzungsort in einem früheren Beschluss des Geschäftsführerrates festgelegt wurden, bedarf es keiner gesonderten Einberufung.

Jeder Geschäftsführer kann sich in jeder Geschäftsführerratssitzung durch einen anderen Geschäftsführer vertreten lassen, indem er ihn schriftlich, per Fax oder durch jedes andere angemessene Mittel zu seinem Bevollmächtigten ernennt.

Ein Geschäftsführer kann mehrere andere Geschäftsführer vertreten.

Jeder und alle Geschäftsführer kann oder können an einer Sitzung via Telefon oder Videokonferenzschaltung oder eine ähnliche Kommunikationstechnik, welche die gegenseitige Verständigung aller teilnehmenden Personen gewährt, teilnehmen. In diesem Fall gilt das entsprechend teilnehmende Mitglied des Geschäftsführerrates als persönlich anwesend.

Die Beratungen und Entscheidungen des Geschäftsführerrates sind nur rechtskräftig, wenn die Mehrzahl seiner Mitglieder anwesend oder vertreten ist.

Entscheidungen des Geschäftsführerrates werden durch die Stimmenmehrheit der Mitglieder getroffen.

Umlaufbeschlüsse, welche von allen Geschäftsführerratsmitgliedern unterzeichnet werden, sind gültig und verbindlich, als wären sie bei Gelegenheit einer einberufenen Sitzung gefasst worden. Die Unterschriften können auf einer einzigen Urkunde erscheinen, aber auch auf mehreren Kopien eines identischen Beschlusses und diese Unterschriften können per Brief, Fax oder durch jedes andere angemessene Mittel erfolgen.

Art. 10. Vertretung. Im Umgang mit Drittparteien haben die Geschäftsführer die Befugnis zu jeder Zeit im Namen der Gesellschaft zu handeln sowie alle Geschäfte und Vorgänge, die mit dem Gesellschaftszweck im Einklang sind, durchzuführen und zu genehmigen.

Alle Befugnisse, die nicht ausdrücklich durch das Gesetz von 1915 oder durch diese Satzung der Gesellschafterversammlung vorbehalten sind, fallen in die Kompetenz des Geschäftsführerrates.

Die Gesellschaft wird durch die gemeinsame Unterzeichnung von je zwei Mitgliedern des Geschäftsführerrates gebunden.

Der Geschäftsführerrat kann Bevollmächtigte ernennen. Er wird die Verantwortlichkeiten und Vergütung (falls vorhanden), die Tätigkeitsdauer sowie alle weiteren erheblichen Bedingungen des Mandats des Bevollmächtigten bestimmen.

Der Geschäftsführerrat kann darüber hinaus einen oder mehrere Spezialbevollmächtigte mit verschiedenen Befugnissen für spezifische Aufgaben beauftragen.

Art. 11. Verbindlichkeiten der Geschäftsführer. Die Geschäftsführer haften nicht persönlich auf Grund ihrer Funktion für Verbindlichkeiten, welche sie ordnungsgemäß im Namen der Gesellschaft eingehen, solange diese gemäß den Bestimmungen dieser Satzung und des Gesetzes von 1915 getroffen wurden.

Kapitel IV. - Gesellschafterversammlungen

Art. 12. Gesellschafterversammlungen. Solange das Gesellschaftskapital von einem alleinigen Gesellschafter gehalten wird, vereinigt dieser Gesellschafter alle Befugnisse der Gesellschaftsversammlung auf sich.

Im Falle einer Mehrzahl von Gesellschaftern hat jeder Gesellschafter das Recht sich an gemeinsamen Entscheidungen zu beteiligen, unabhängig von seiner Kapitalbeteiligung. Jeder Gesellschafter hat so viele Stimmen wie Anteile. Gemeinsame Entscheidungen sind rechtskräftig, wenn sie durch Gesellschafter, die mehr als die Hälfte des Gesellschaftskapitals vertreten, gefällt worden sind.

Die Abänderung der Satzung oder die Auflösung der Gesellschaft können jedoch nur durch eine Mehrheit der Anzahl der Gesellschafter, welche mindestens drei Viertel des Gesellschaftskapitals besitzen, gemäß den Bestimmungen des Gesetzes von 1915, beschlossen werden.

Beschlüsse der Gesellschafterversammlung können, sofern die Anzahl der Gesellschafter kleiner ist als fünfundzwanzig (25), anstatt bei Gelegenheit einer einberufenen Gesellschafterversammlung, durch schriftliche Abstimmung getroffen werden. Bei schriftlichen Beschlüssen können die Unterschriften der Gesellschafter auf einer einzigen Urkunde erscheinen, aber auch auf mehreren Kopien eines identischen Beschlusses und diese Unterschriften können per Brief, Fax oder durch jedes andere angemessene Mittel erfolgen. Schriftliche Beschlüsse sind ebenso verbindlich wie Beschlüsse, welche bei Gelegenheit einer einberufenen Gesellschafterversammlung gefasst worden sind.

In dieser Satzung schließt jede Referenz auf die Gesellschafterversammlung die Möglichkeit einer schriftlichen Abstimmung der Gesellschafter ein, sofern in diesen Falle die Anzahl der Gesellschafter kleiner ist als fünfundzwanzig (25).

Kapitel V. - Gesellschaftsjahr - Bilanz Gewinnverteilung

Art. 13. Geschäftsjahr. Das Geschäftsjahr beginnt am ersten Januar und endet am einunddreißigsten Dezember eines jeden Jahres.

Art. 14. Finanzberichte. Am Ende eines jeden Geschäftsjahres werden die Bücher der Gesellschaft abgeschlossen und die Bilanz und die Gewinn-und Verlustrechnung vom Geschäftsführerrat aufgestellt.

Art. 15. Einsicht der Gesellschafter. Am Gesellschaftssitz kann jeder der Gesellschafter Einsicht in die Bilanz und in die Gewinn-und Verlustrechnung nehmen.

Art. 16. Gewinnverteilung - Rücklagen. Aus dem Nettogewinn der Gesellschaft sind fünf Prozent (5 %) für die Bildung einer gesetzlichen Rücklage zurückzustellen, bis diese Rücklage zehn Prozent (10 %) des gezeichneten Gesellschaftskapitals erreicht hat.

Der Saldo des Nettogewinns kann den Gesellschaftern, entsprechend ihrer Beteiligung am Gesellschaftskapital, ausgeschüttet werden. Aus den ausschüttbaren Gewinnen können zu jeder Zeit Zwischendividenden von der Gesellschafterversammlung oder vom Geschäftsführerrat beschlossen und gezahlt werden.

Kapitel VI. - Auflösung - Abwicklung

Art. 17. Auflösung. Die Gesellschaft kann jeder Zeit durch Beschluss der Gesellschafterversammlung, welcher gemäß den Bedingungen für Satzungsänderung gefasst wird, aufgelöst werden.

Art. 18. Abwicklung. Nach Auflösung der Gesellschaft wird die Abwicklung durch einen oder mehrere Liquidatoren, ob Gesellschafter oder nicht, durchgeführt. Diese werden durch die Gesellschafter, welche gleichzeitig ihre Befugnisse und Vergütungen festlegen, ernannt.

Kapitel VII. - Anwendbares recht

Art. 19. Anwendbares Recht. Für alle Rechtsfragen, die nicht durch die gegenwärtige Satzung geregelt werden, findet das Gesetz von 1915 Anwendung.

Zeichnung und Einzahlung

Der Erschienene bestätigt hiermit, dass er einhundertfünfundzwanzig (125) Anteile, welche das gesamte Gesellschaftskapital vertreten, wie folgt gezeichnet hat:

„PATRIZIA Immobilien AG", obenerwähnt, einhundertfünfundzwanzig Anteile 125

Alle Anteile wurden vollständig in bar eingezahlt, so dass die Summe von einhundertfünfundzwanzigtausend Euro (EUR 125.000,-) der Gesellschaft ab sofort zur Verfügung steht, wie dies dem amtierenden Notar nachgewiesen wurde.

Übergangsbestimmungen

Das erste Geschäftsjahr beginnt am heutigen Tage und endet am 31. Dezember 2013.

Kosten

Kosten und Auslagen, die der Gesellschaft für diese Gründung entstehen oder die sie zu tragen hat, belaufen sich auf ungefähr tausendzweihundert Euro.

Beschlüsse des alleinigen Gesellschafters

Sodann fasst der Erschienene, welcher das gesamte Gesellschaftskapital vertritt, folgende Beschlüsse:

1) Die Zahl der Geschäftsführer wird auf drei (3) festgesetzt.

2) Zu Geschäftsführern werden folgende Personen, für eine unbestimmte Zeit, ernannt:

- Herr Arwed Fischer, geboren am 2. November 1952 in Kemnath, Deutschland, geschäftlich ansässig in Fuggerstraße 26, D-86150 Augsburg, Deutschland;

- Herr Dr. Bernhard Engelbrecht, geboren am 21. Dezember 1967 in München, Deutschland, geschäftlich ansässig in 2-4 Rue Beck, L-1222 Luxemburg, Großherzogtum Luxemburg; und

- Frau Elke Dosch, geboren am 31. Januar 1959 in Stuttgart, mit Anschrift in Schlappgaass 22, L-9365 Eppeldorf, Großherzogtum Luxemburg.

3) Die Adresse des Gesellschaftssitzes wird auf 2-4 Rue Beck, L-1222 Luxemburg, Großherzogtum Luxemburg, festgelegt.

4) Zum Wirtschaftprüfer der Gesellschaft wird „Deloitte Audit", eine Gesellschaft mit beschränkter Haftung mit Sitz in L-2220 Luxembourg, 560, rue de Neudorf, Großherzogtum Luxemburg (R.C.S. Luxemburg, Sektion B Nummer 67 895), bestellt bis zur Gesellschafterversammlung, die über die Finanzberichte des ersten Geschäftsjahres der Gesellschaft beschließt.

WORÜBER URKUNDE, geschehen und aufgenommen, am Datum wie eingangs erwähnt zu Luxemburg.

Und nach Verlesung und Erklärung alles Vorstehenden an den erschienenen Bevollmächtigten, hat letzterer mit Uns, dem amtierenden Notar, gemeinsam die gegenwärtige Urkunde unterschrieben.

Gezeichnet: J. HAUSER, J.J. WAGNER.

Einregistriert zu Esch/Alzette A.C., am 14. Mai 2013. Relation: EAC/2013/6172. Reçu soixante-quinze Euros (75,- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2013063324/187.

(130077937) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 mai 2013.

Wintrust Holding S.A., Société Anonyme.

Siège social: L-2334 Luxembourg, 11, place Saints Pierre et Paul.

R.C.S. Luxembourg B 72.955.

CLÔTURE DE LIQUIDATION

EXTRAIT

Par jugement du 30 mai 2013, le Tribunal d'arrondissement de et à Luxembourg, 6 ème section, siégeant en matière commerciale, a déclaré closes pour absence d'actif les opérations de liquidation de la société WINTRUST HOLDING S.A. avec siège social au 59, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg, et inscrite auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 72.955, de fait inconnue à cette adresse.

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

Luxembourg, le 31 mai 2013.

Me Sascha Nolte
Le liquidateur

Référence de publication: 2013071629/17.

(130087916) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 juin 2013.

Althelia Climate Fund, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 166.125.

In the year two thousand and thirteen, on the fourteenth day of May.

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

was held an extraordinary general meeting of the shareholders (the Meeting) of Althelia Climate Fund (the Shareholders), a Luxembourg société d'investissement à capital variable - fonds d'investissement spécialisé (investment company with variable capital - specialised investment fund) incorporated as a corporate partnership limited by shares (société en commandite par actions) under the laws of the Grand Duchy of Luxembourg, having its registered office at 33, rue de Gasperich, L-5826 Hesperange, Grand Duchy of Luxembourg, registered with the Registre de Commerce et des Sociétés, Luxembourg under number B 166125 (the Company). The Company was incorporated on 12 December 2011 pursuant to a deed of the notary Maître Francis Kesseler published on 18 January 2012 in the Luxembourg official gazette (Mémorial, Recueil des Sociétés et Associations) C-N°140 at page number 6674 and its articles of incorporation been amended pursuant to a deed of the notary Maître Hellinckx published on 8 th April 2012 in the Luxembourg official gazette (Mémorial, Recueil des Sociétés et Associations) C-N°873 at page number 41890.

The Meeting is chaired by Benoit Kelecom, professionally residing in Luxembourg, Grand Duchy of Luxembourg (the Chairman). The Chairman appoints Benjamin Bada, professionally residing in Luxembourg, Grand Duchy of Luxembourg, as secretary and scrutineer of the Meeting (the Secretary and Scrutineer). The Chairman, the Secretary and Scrutineer are collectively hereafter referred to as the Members of the Bureau or the Bureau.

The Bureau thus having constituted, the Chairman requests the notary to record that:

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

II. It appears from the attendance list that all thirty one thousand and one (31,001) shares, representing the entire subscribed share capital of the Company are present or duly represented at the Meeting. The Meeting is thus regularly constituted and can validly deliberate on all the items on the agenda, set out below.

III. The agenda of the Meeting is as follows:

1. Waiver of the convening notices.

2. Amendment of article 1 of the articles of incorporation of the Company (the Articles) in order to modify the definitions of "Capital Contribution", "Carbon Assets", "Cause", "Commitment Period', "Committed to Investments", "Drawdown Date", "Investments", "Liquid Investments, "Related Person", "Underlying Project", "Undrawn Commitment" and introduce the definitions of "Environmental Asset" and "Non-Carbon Asset".

3. Amendment of item (b) of paragraph 1 of article 4 of the Articles in order to include the following words at the end:

"(provided that the General Partner will not have any right of veto in respect of this resolution but will, if the Fund is terminated under this article, be entitled to its share of Carried Interest and to the payment of the Management Fee Compensatory Payment as per items (b) and (d) of article 17.14);".

4. Amendment of item (a) of paragraph 2 of article 5 of the Articles which will read as follows:

"(a) make investments whether directly or through direct or indirect participations in subsidiaries of the Fund or other Intermediary Vehicles including but not limited to any type of ownership interests in Environmental Assets and Underlying Projects;".

5. Amendment of the reference to "article 17.16(f)" in sub-item (i) of item (b) of paragraph 4 of article 6 which will be removed and replaced by a reference to "article 17.14(ff.

6. Removal of paragraph 10 of article 7 of the Articles.

7. Amendment of article 13 of the Articles which will read as follows:

" **Art. 13. Calculation of the Net Asset Value.**

13.1 The Fund and each Class have a Net Asset Value determined in accordance with Luxembourg law and Luxembourg Generally Accepted Accounting Principles (Lux GAAP). The reference currency of the Fund is the Euro.

Calculation of the NAV

13.2 The Net Asset Value of each Class will be calculated in the Reference Currency of the relevant Class in good faith in Luxembourg on each Valuation Date.

13.3 The administrative agent of the Fund will under the supervision of the General Partner compute the NAV per Class as follows: each Class participates in the Fund according to the portfolio and distribution entitlements (as these entitlements are described in article 27 and set forth in the Memorandum) attributable to each such Class. The value of the total portfolio and distribution entitlements attributed to a particular Class 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 on that Valuation Date. The assets of each Class will be commonly invested but subject to different fee structures, distribution, marketing targets, currency or other specific features as it is stipulated in article 6.4 of these Articles and in the Memorandum. A separate Net Asset Value per Share, which may differ as consequence of these variable factors, will be calculated for each Class as follows: the Net Asset Value of that Class on that Valuation Date divided by the total number of Shares of that Class then outstanding on that Valuation Date.

13.4 The total net assets of the Fund will result from the difference between the gross assets (including the market value of Investments owned by the Fund and its Intermediary Vehicles) and the liabilities of the Fund, provided that the set up costs for the Fund will be amortised over a period of five (5) years rather than expensed in full when they are incurred.

13.5 The value of the assets of the Fund will be determined as follows:

(a) securities (including Environmental Assets) which are listed on a stock exchange, dealt in on another regulated market or listed on an environmental exchange (which will include the European Climate Exchange and Bluenext, among others) will be valued on the basis of the last available publicised stock exchange or market value;

(b) ERPA and Environmental Assets which are not listed on a stock exchange nor dealt in on another regulated market will be valued in accordance with a valuation methodology developed by the General Partner. Such valuation methodology will be applied in a consistent way and any changes to it will require the approval of the Advisory Board;

(c) 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;

(d) the interests in (unlisted) UCIs will be valued at their last official and available net asset value, as reported or provided by such UCIs or their agents, or at their last unofficial net asset values (i.e., estimates of net asset values) if more recent than their last official net asset values. The official or unofficial net asset value of a UCI may be adjusted for subsequent capital calls and distributions and applicable redemption charges where appropriate. The Fund will adjust the net asset value or other valuation so provided where the Fund considers such net asset valuation or other valuation information does not accurately reflect the Fund's interests in such UCI, whether because such information has been generated after a delay from the UCI's own valuation point, change in markets or otherwise. The NAV is final and binding notwithstanding that it may have been based on unofficial or estimated net asset values;

(e) the value of any cash on 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 will be deemed to be the full amount thereof, unless it is unlikely to be received in which case the value thereof will be arrived at after making such discount as the General Partner may consider appropriate in such case to reflect the true value thereof;

(f) the liquidating value of futures, forward, options or derivative contracts not dealt in on a stock exchange or another regulated market will 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, options or other derivative contracts dealt in on a stock exchange or another regulated market will be based upon the last available settlement prices of these contracts on such regulated market on which the particular futures, forward, options or derivative contracts are dealt in by the Fund; provided that if a futures, forward, options or derivative 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 will be such value as the General Partner may deem fair and reasonable;

(g) all other assets are valued at fair value as determined in good faith pursuant to procedures established by the General Partner in accordance with Lux GAAP.

13.6 The Fund, 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 Fund in compliance with Luxembourg Law. This method will then be applied in a consistent way. The administrative agent of the Fund can rely on such deviations as approved by the Fund for the purpose of the Net Asset Value calculation.

13.7 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 Fund.

13.8 The liabilities of the Fund shall be deemed to include:

(a) all borrowings, bills and other amounts due;

(b) all administrative expenses due or accrued including but not limited to the costs of its constitution and registration with regulatory authorities, as well as legal, audit, management, custodial, paying agency and corporate and central administration agency fees and expenses, the costs of legal publications, prospectuses, financial reports and other documents made available to shareholders, translation expenses and generally any other expenses arising from the administration of the Fund, unless otherwise provided in the Memorandum;

(c) all known liabilities, due or not yet due including all matured contractual obligations for payments of money or property, including the amount of all dividends declared by the Fund for which no coupons have been presented and which therefore remain unpaid until the day these dividends revert to the Fund by prescription;

(d) any appropriate amount set aside for taxes due on the Valuation Date and any other provisions of Reserves (as defined in the Memorandum) authorised and approved by the Fund; and

(e) any other liabilities of the Fund of whatever kind and nature towards third parties reflected in accordance with Luxembourg Law.

13.9 In determining the amount of such liabilities the Fund shall take into account all expenses payable by the Fund and may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount rateably for yearly or other periods. In addition, the Fund may accrue in its account as Reserves (as defined in the Memorandum) any amounts which, in the General Partners absolute discretion, should be retained for the purposes of a reserve for expenses or other purposes in connection with Investments or matters in respect of which the Fund is committed to investment including an appropriate provision for current taxes payable in the future based on the capital and income, as determined from time to time 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 risks or liabilities of the Fund (i.e., liabilities for past events which are definite as to their nature and are certain or probable to occur and can be measured with reasonable accuracy, which might arise during the life of the Fund and may include potential liabilities arising from any disputes (such as with a buyer or a tax authority) or as a result of any warranty or other similar arrangement arising as a result of a disposal of an Investment).

13.10 The assets and liabilities 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 Fund to that Class and shall increase the proportion of the net assets attributable to that Class;

(b) where any asset is derived from another asset, such asset shall be attributable in the books of the Fund 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;

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

(d) in the case where any asset or liability of the Fund 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 Fund 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 Fund, 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;

(e) 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.

13.11 General rules:

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

(b) the latest Net Asset Value will be made available to Investors at the registered office of the Fund and the administrative agent of the Fund as soon as it is finalised. The administrative agent of the Fund and the Fund will use their best efforts to compute and finalise the Net Asset Value within thirty (30) calendar days as from the relevant Valuation Date. The Fund cannot accept any responsibility for any error or delay in publication or for non-publication of prices;

(c) for the avoidance of doubt, the provisions of this article 13 are rules for determining the NAV per Share and are not intended to affect the treatment for accounting or legal purposes of the assets and liabilities of the Fund or any Shares issued by the Fund. Undrawn Commitment will not be considered as assets of the Fund for the purpose of the calculation of the Net Asset Value."

8. Amendment of items (a) and (b) of paragraph 4 of article 13 in which the word "Carbon" will be replaced by the word "Environmental".

9. Amendment of article 15 of the Articles which will read as follows:

" **Art. 15. Liability of limited partners, Recycled Commitments, Reinvestment and Liability Reserve.** Liability of limited shareholders

15.1 The owners of Shares (other than the GP Share) are only liable up to the amount of their Capital Contribution and Commitment made to the Fund in accordance with the terms of the Memorandum and the relevant Subscription Agreement. The holders of Shares (other than the GP Share) shall refrain from acting on behalf of the Fund in any manner or capacity other than by exercising their rights as limited shareholders in General Meetings.

Recycled Commitments and Reinvestment

15.2 Net Distributable Cash attributable to:

(a) an Investment (including Bridging Investments) being syndicated, refinanced or otherwise repaid or disposed of before the end of the Commitment Period, and as long as the Fund did not incur a loss on that Investment;

(b) a prospective Investment which does not proceed to completion; or

(c) the payment of Expenses (as defined in the Memorandum) where such payment is not required for such purpose; or

(such amounts being Re-investment Cash) will be distributed to Investors through a redemption of Shares on a pro rata basis and will, subject to article 15.4 below. and the approval of the Investment Committee, increase each Investor's Undrawn Commitments by an amount equal to the amount of Re-investment Cash distributed and such amounts will be available for further drawdown in accordance with the provisions of article 8 above and the Memorandum. The General Partner may retain all or part of the Re-investment Cash and recycle such cash in lieu of making a further drawdown, such amount of recycled Re-investment Cash to be applied in subscribing for shares in accordance with the provisions of article 8 above and the Memorandum.

15.3 In addition, where there has been a distribution of Net Distributable Cash received by the Fund in respect of an Investment and the Fund is required to make payments under a claim which has been made under any indemnities, warranties or other obligations undertaken by the Fund (or any of its Intermediary Vehicles) in relation to that Investment (a Warranty Claim), the General Partner may call Investors to return Net Distributable Cash distributed to them in respect of that Investment (in which case, the amount of Net Distributable Cash distributed to Investors in respect of that Investment will form part of the Re-investment Cash).

15.4 In relation to the amounts of Re-investment Cash:

(a) only amounts up to the returned Capital Contributions and no other amounts derived from the relevant Investment will be Re-investment Cash;

(b) amounts to be re-drawn in respect of Re-investment Cash during the term of the Fund will not exceed 10% of the Aggregate Commitments;

(c) amounts to be re-drawn in respect of Re-investment Cash during the term of the Fund may only be re-drawn within two years after the distribution of the relevant Re-investment Cash and may not be re-drawn following the termination of the Fund; and

(d) amounts to be redrawn due to a Warranty Claim:

(A) will be re-contributed by the Investors pro rata to the distributions received by each of them in relation to the relevant Investment; and

(B) may only be re-drawn to satisfy a Warranty Claim which relates to the Investment from which the Re-investment Cash was received.

15.5 Notwithstanding the provisions of this article, the Fund will not make Investments whose aggregate acquisition cost is in excess of the Aggregate Commitments.

15.6 Where the General Partner is aware at the time of the distribution of Re-investment Cash that such Re-investment Cash may be subject to recall under this article then it will notify the Investors at the time of distribution of such possibility."

10. Amendment of article 17 of the Articles which will read as follows:

" **Art. 17. Removal of the General Partner.** Removal for cause of the General Partner

17.1 Upon the occurrence of a Cause Event at any time after the First Closing Date, Investors representing at least 10% of Aggregate Commitments will be entitled to call a General Meeting to vote for removal for Cause of the General Partner.

17.2 The Investors calling a General Meeting to vote on the removal of the General Partner will send a written notice (the Removal for Cause Notice) to the General Partner indicating (i) the intention to seek the removal of the General Partner for Cause and (ii) a detailed description of the relevant Cause Event.

17.3 Upon receipt of the Removal for Cause Notice, the Fund will be prevented from pursuing any new Investment or Investments for which the Fund was not Committed to Investment prior to the receipt of the Removal for Cause Notice and the General Partner will not issue any Drawdown Notices in respect of any new Investments until a decision is adopted by the Investors in relation to the proposed removal of the General Partner. In addition, the Fund will be prevented from pursuing or making any divestments for which it is not Committed to Investment prior to the receipt of the Removal for Cause Notice other than with the prior approval of the Advisory Board until a decision is adopted by the Investors in relation to the proposed removal of the General Partner.

17.4 The General Partner will be allowed to provide to the General Meeting such information and explanation as it deems appropriate in relation to the alleged Cause Event.

17.5 The General Meeting may resolve by way of a resolution passed at a meeting where holders representing not less than half of the issued share capital (excluding any Shares held by Related Persons) are present or represented and that is passed by not less than 50% of the votes cast in relation to such resolution (excluding the votes of Related Persons and it being understood that the General Partner will have no veto right) that a Cause Event has occurred and consequently decide to remove the General Partner (such General Meeting resolution being the Removal for Cause Resolution).

17.6 The removal following a Cause Event will have effect as between Investors and the General Partner immediately upon the Removal for Cause Resolution and:

(a) as from the date of the Removal for Cause Resolution, the Commitment Period (if not already terminated) will be suspended and the General Partner will only be authorised to carry out administration tasks and take decisions for the purpose of protecting the interests of the Fund, each such decision to be subject to the approval of the Advisory Board up to the date of the effective replacement of the General Partner or of the Fund's liquidation;

(b) the removal following a Cause Event will not give rise to any compensation by the Fund to any of the Related Persons;

(c) the General Partner and the Related Persons will be released from their then remaining Undrawn Commitments;

(d) the General Partner will only be entitled to the Management Fee up to the date of its effective replacement or of the Fund's liquidation;

(e) any and all entitlement to the Carried Interest arising out of the GP Share and the CI Sponsors Shares (including any accrued but unpaid Carried Interest) will be forfeited and lost and the GP Share and the CI Sponsors Shares holders will Transfer to the new replacing general partner (or its Affiliates, officers, directors, managers or agents) the GP Share and all their CI Sponsors Shares at a price equal to the Capital Contributions paid by the relevant holders less any distributions to them (it being understood that such may not result in a price lower than zero).

17.7 The Investors will procure that the General Partner is replaced by a Supermajority Resolution in accordance with the terms of paragraph 6 of this article (provided that the General Partner will not have any veto right on such decision and Related Persons will not vote on such decision) and with the consent of the CSSF within sixty (60) calendar days of the Removal for Cause Resolution, failing which the General Partner will resign and provoke the winding up of the Fund. All Investors, by entering into their Subscription Agreements, will undertake to take all actions and vote in favour of the changes to the Articles required to be made further to a Removal for Cause Resolution and, in particular, Investors who will not have voted or will have voted against the Removal for Cause Resolution will undertake to vote along the majority of Investors in respect of the Supermajority Resolution for the replacement of the General Partner.

17.8 If a replacing general partner is appointed by way of a Supermajority Resolution in accordance with paragraph 7 of this article, the suspension of the Commitment Period will be lifted as from the date of such Supermajority Resolution.

Removal without Cause

17.9 After the Final Closing Date, Investors representing at least 10% Aggregate Commitments will be entitled to call a General Meeting to vote for removal without Cause of the General Partner.

17.10 The Investors calling a General Meeting to vote on the removal without Cause of the General Partner will send a written notice (the Removal without Cause Notice) to the General Partner indicating the intention to seek the removal of the General Partner without Cause.

17.11 Upon receipt of the Removal without Cause Notice, the Fund will be prevented from pursuing any new Investment or Investments for which the Fund was not Committed-to-Investment prior to the receipt of the Removal without Cause Notice and the General Partner will not issue any Drawdown Notices in respect of any new Investments until a decision is adopted by the Investors in relation to the proposed removal of the General Partner. In addition, the Fund will be prevented from pursuing or making any divestments for which it is not Committed to Investment prior to the receipt of the Removal without Cause Notice other than with the prior approval of the Advisory Board until a decision is adopted by the Investors in relation to the proposed removal of the General Partner.

17.12 The General Partner will be allowed to provide to the General Meeting such information and explanation as it deems appropriate in relation to the proposed removal.

17.13 The General Meeting may resolve by way of a Supermajority Resolution to remove the General Partner without Cause (the Removal without Cause Resolution).

17.14 The Removal without Cause Resolution will have effect as between Investors and the General Partner immediately upon the Supermajority Resolution of the General Meeting to that effect and:

(a) as from the date of the Removal without Cause Resolution, the Commitment Period (if not already terminated) will be suspended and the General Partner will only be authorised to carry out administration tasks and take decisions for the purpose of protecting the interest of the Fund, each such decision to be subject to the approval of the Advisory Board up to the date of the effective replacement of the General Partner or of the Fund's liquidation;

(b) the General Partner will be entitled to the Management Fee up to the date of its effective replacement or of the Fund's liquidation plus an additional payment equal to the Management Fees paid over the 18 months prior to the date of the Removal without Cause Resolution (the Management Fee Compensatory Payment);

(c) the General Partner and the Related Persons will be released from their then remaining Undrawn Commitments;

(d) the right to the Carried Interest on the GP Share and the CI Sponsors Shares vested as at the date of the Removal without Cause Resolution in accordance with the Vesting will remain for the relevant holders of GP Share and CI Sponsors Shares but all future and all unvested Carried Interest on those GP Share and CI Sponsors Shares will be forfeited by the holders of CI Sponsors Shares and GP Share;

(e) the non-vested portion of the Carried Interest will be forfeited by the holders of the CI Sponsors Shares existing on the date of the Removal without Cause Resolution and transferred to the new general partner (or its Affiliates, officers, directors, managers or agents) who will have the right to receive distributions of Carried Interest in respect of such non-vested portion of the Carried Interest through one or more newly issued CI Sponsor Shares (the New CI Sponsor Shares). The New CI Sponsor Shares will be issued to the new general partner (or its Affiliates, officers, directors, managers or agents) at a price equal to EUR1 per Share; and

(f) the CI Sponsors Shares subscribed by the holders of the CI Sponsors Shares at the date of the Removal without Cause Resolution will be automatically converted into a special category of Shares having the same rights and obligations as the A Ordinary Shares but conferring upon their holders the additional right to receive the vested Carried Interest referred to above in paragraph (d) (the Special CI Shares).

17.15 The Investors will procure that the General Partner is replaced by a Supermajority Resolution (excluding the Commitments of the Related Persons for these purposes) and with the consent of the CSSF within sixty (60) calendar days of the Removal without Cause Resolution, failing which the Fund will automatically terminate. All Investors, by entering into their Subscription Agreements, will undertake to take all actions and vote in favour of the changes to the Articles required to be made further to a Removal without Cause Resolution.

17.16 If a replacing general partner is appointed by way of a Supermajority Resolution in accordance with paragraph 15 of this article, the suspension of the Commitment Period will be lifted as from the date of such Supermajority Resolution."

11. Amendment of article 22 of the Articles which will read as follows:

"22.1 None of the Indemnified Persons will have any liability for any Claims and Expenses of the Fund or any Investor arising in connection with the services to be performed hereunder or pursuant hereto, or under or pursuant to any management agreement or other Service Agreement relating to the Fund or in respect of services as a Manager or member of the Investment Committee, the Advisory Board, the Expert Board or which otherwise arises in relation to the operation, business or activities of the Fund save, in the case of any Indemnified Person (other than a member of the Advisory Board), in respect of any matter resulting from such Indemnified Person's fraud, wilful misconduct, bad faith or reckless disregard for their obligations and duties in relation to the Fund or their gross negligence or, in the case of a member of the Advisory Board, in respect of any matter resulting from such member's fraud or gross negligence.

22.2 The General Partner and the Managers may consult with legal counsel and accountants selected by them and any act or omission suffered or taken by them on behalf of the Fund or in furtherance of the interests of the Fund in good faith in reliance upon and in accordance with the advice of such counsel or accountants shall be full justification for any such act or omission, and the General Partner and the Managers shall be fully protected in so acting or omitting to act; provided that such counsel or accountants were selected with such care that can be expected from a professional operating in like circumstances, such counsel or accountants were monitored with reasonable care with regard to acts taken by them on behalf of the Fund and that the General Partner has used its best efforts to seek indemnification from such counsel or accountants; and provided further that the General Partner has provided such legal counsel or accountants with accurate and relevant facts that in its reasonable discretion are reasonably necessary to such opinion or advice.

Indemnification of Indemnified Persons

22.3 The Fund agrees to indemnify and hold harmless out of the Fund's assets the Indemnified Persons against any and all Claims and Expenses incurred or threatened arising out of or in connection with or relating to or resulting from the Indemnified Person being or having acted as a general partner or manager in respect of the Fund or arising in respect of or in connection with any matter or other circumstance relating to or resulting from the exercise of its powers as a general partner or manager or from the provision of services to or in respect of the Fund or under or pursuant to any management agreement or other Service Agreement relating to the Fund or in respect of services as a Manager or member of the Investment Committee, the Advisory Board, the Expert Board or which otherwise arise in relation to the operation, business or activities of the Fund provided however that an Indemnified Person will not be so indemnified with respect to any matter resulting from their fraud, wilful misconduct, bad faith or reckless disregard for their obligations and duties in relation to the Fund or their gross negligence.

22.4 Indemnity amounts payable under paragraph 3 of this article above to Indemnified Persons out of the assets of the Fund will in no case exceed the amount of Aggregate Commitments and indemnity amounts may only be paid out of the Fund's surplus cash and through the realisation of the Fund's assets, but cannot be funded through drawing down any Undrawn Commitments from Investors.

22.5 The Fund shall not indemnify any Indemnified Person with respect to any proceeding in which one or more officers, employees or members of any Indemnified Person or any of its Affiliates are suing one or more other officers, directors, employees or members of the same any Indemnified Person or any of its Affiliates.

22.6 This article should not be construed as indemnifying, or attempting to indemnify, any Indemnified Person against any liability to the extent that indemnifying the Indemnified Person would be in violation of applicable law.

General

22.7 The provisions of this article will continue to afford protection to each Indemnified Person regardless of whether such Indemnified Person remains in the position or capacity pursuant to which such Indemnified Person became entitled to indemnification under this article and regardless of any subsequent amendment to this Memorandum or the Articles, and no amendment to this Memorandum or the Articles will reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment.

22.8 The right of any Indemnified Person to the indemnification provided herein will be cumulative with, and in addition to, any and all rights to which such Indemnified Person may otherwise be entitled by contract or as a matter of law or equity and will extend to such Indemnified Person's successors, assignees, heirs and legal representatives, provided that whenever an Indemnified Person benefits from an insurance cover or has any recovery rights against any third party in respect of the relevant Claims and Expenses, it will use its best efforts to first seek recovery from such insurance cover or indemnification from the relevant third party before seeking indemnification from the Fund."

12. Amendment of paragraph 1 of article 24 of the Articles in which the words "eight calendar days" will be removed and replaced by the words "fifteen business days".

13. Amendment of paragraph 1 of article 27 of the Articles which will read as follows:

"Subject to the remaining provisions of this article, all Net Distributable Cash will be used first to pay the Expenses and, unless retained pursuant to paragraph 2 of article 15, will thereafter be distributed to Investors pro rata as soon as reasonably possible in the reasonable discretion of the General Partner after the relevant amount becomes available for distribution, unless the General Partner considers the amount to be de minimis. The General Partner in its absolute discretion may make more frequent distributions of Net Distributable Cash."

14. Amendment of item (a) of paragraph 2 of article 27 of the Articles in which the word "Firstly" will be removed and replaced by the word "First".

15. Amendment of paragraph 6 of article 27 of the Articles which will read as follows:

"Investors should be aware that any Re-investment Cash distributed during the Commitment Period may have to be returned to the Fund for re-investment purposes in accordance with, and subject to article 15 above."

16. Amendment of paragraph 7 of article 27 of the Articles which will read as follows:

"Fifty percent (50%) of all distributions of Carried Interest which would otherwise be made to the holders of CI Shares pursuant to paragraph 2 of this article above will be paid (and considered as paid for the purpose of paragraph 6 of article 17) into an interest bearing bank account for the benefit of the holders of CI Shares (the Escrow Account)."

17. Amendment of paragraph 10 of article 27 in which the words "(and solely such Tax)" are introduced between the words "Person to pay such Tax and "and any distribution made".

18. Miscellaneous.

IV. The Meeting has taken the following resolutions:

First resolution

The entire share capital of the Company being represented at the Meeting, the Meeting waives the convening notices, the Shareholders (present or represented) consider themselves as duly convened and declare to have full knowledge of the agenda of the Meeting, which was communicated to them in advance.

Second resolution

The Meeting resolves to amend article 1 of the Articles as follows:

(a) the definition of "Capital Contribution" is removed and replaced as follows:

"Capital Contribution means the cash contributed by an Investor to the Fund against the issuance of Shares, to the exclusion of any actualisation interest or equalisation fee payment due to the Fund and shall include any Re-investment Cash which is retained by the General Partner in accordance with paragraph 2 of article 15 in lieu of making further drawdowns and which is applied in subscribing for Shares in accordance with the terms of the Memorandum."

(b) the terms "Carbon Assets" are removed and replaced by "Carbon Asset";

(c) the definition of "Cause" is removed and replaced as follows:

"Cause or Cause Event means any of the following events:

(a) the General Partner, any of its Affiliates or any Key Person (as defined in the Memorandum) having engaged in criminal conduct as determined by a competent court or having violated any applicable law (whether or not in the course of operation of the Fund); or

(b) the General Partner, any of its Affiliates or any Key Person having committed or being alleged to have committed fraud (whether or not in the course of the operation of the Fund); or

(c) the General Partner, any of its Affiliates or any Key Person having committed a material breach of any of its obligations under the Memorandum, Articles or any side letter or similar agreement or any other contractual arrangement with the Fund and, in the case of a breach capable of being remedied, such breach has not been remedied, to the satisfaction of Investors who together represent at least 50% of the Aggregate Commitments (excluding the Commitments of Related Persons for these purposes), within thirty (30) days of being required to do so in writing by the Advisory Board or any Investor or Investors together representing more than 10% of the Aggregate Commitment; or

(d) the General Partner, any of its Affiliates or any Key Person having committed gross negligence, wilful misconduct, bad faith or reckless disregard in the course of the operation of the Fund; or

(e) the General Partner having been declared insolvent, bankrupt, or being the subject of an administration procedure or involuntary reorganisation of its assets or ceasing to be authorised or to have the power and authority to act in the capacity in which it acts for the Fund."

(d) the definition of "Commitment Period' is removed and replaced as follows:

"Commitment Period means the period beginning on the First Closing Date and ending on the earliest of: (a) the fourth anniversary of the First Closing Date; or (b) the date when the General Partner determines the Commitment Period should end provided that 75% Commitments have been drawn down or Committed to Investment or (c) such date as decided by the General Partner with a Fund Special Consent, provided that the Commitment Period may be extended by a maximum of two one year extension periods, each time subject to the prior approval of Investors who together represent at least 90% of the Aggregate Commitments."

(e) the definition of "Committed to Investments" is removed and replaced as follows:

"Committed to Investment means, with respect to a prospective Investment or divestment, that the Fund has entered into a definitive agreement for the acquisition or funding of that Investment or disposal of the relevant Investment, and the Fund has placed in escrow or otherwise put at risk monies as security for the Investment/divestment in question or will suffer or incur material penalties or liabilities if it fails to close the Investment/divestment in question, subject in each case only to the satisfaction of reasonable and customary conditions precedent to closing given the nature of the transaction, and is otherwise legally committed to proceed with the transaction in question."

(f) the definition of "Drawdown Date" is removed and replaced as follows:

"Drawdown Date means the date, as determined by the General Partner specified in a Drawdown Notice given by the General Partner on which an Investor is to make a Capital Contribution (i.e., to pay a portion of their Commitment)."

(g) the following definition is included between the definitions of "Emission Reduction Purchase Agreement or ERPA" and "Euro, € or EUR":

"Environmental Asset means a Carbon Asset or a Non-Carbon Asset."

(h) the definition of "Investments" is removed and replaced as follows:

"Investments means investments acquired by the Fund (whether directly or through an Intermediary Vehicle) in Environmental Assets, including contracts relating to the acquisition or disposal of Environmental Assets or to the payment or receipt of amounts referring to the price of Environmental Assets, and derivatives thereof, Strategic Partner Equity Investments (as defined in the Memorandum), UCIs, any form of collective investment schemes or partnership, Liquid Investments, shares, bonds, convertible loan stock, options, warrants, derivative instruments or other securities of, and loans (whether secured or unsecured) made to any person insofar as they relate to Environmental Assets."

(i) the definition of "Liquid Investments" is removed and replaced as follows:

"Liquid Investments means cash or cash equivalents, including, inter alia and without limitation, investments in units of money market funds, time deposits and regularly negotiated money market instruments the remaining maturity of which is less than 12 months, treasury bills and bonds issued by OECD member countries or their local authorities or by supranational institutions and organisations with European Union, regional or worldwide scope as well as bonds admitted to official listing on a stock exchange or dealt on a regulated market, issued by first-class issuers and highly liquid. Liquid Investments must benefit from a minimum credit rating as further described in the Memorandum."

(j) the following definition is included between the definitions of "Net Distributable Cash" and "Person":

"Non-Carbon Asset has the meaning set out in the Memorandum."

(k) the definition of "Related Person" is removed and replaced as follows:

"Related Person means the General Partner and its Affiliates, a Key Person (as defined in the Memorandum) or that Key Person's relatives and the members of the Investment Committee (other than the IC Independent Member (as defined in the Memorandum))."

(l) the definition of "Underlying Project" is removed and replaced as follows:

"Underlying Project means a project by which the project's developer will produce or facilitate the production of Environmental Assets as set out in the Memorandum."

(m) the definition of "Undrawn Commitment" is removed and replaced as follows:

"Undrawn Commitment means with regard to an Investor, (a) the Investor's Commitment (as may be reduced from time to time by (i) the General Partner after the end of the Commitment Period in accordance with the Memorandum, minus (b) all Capital Contributions the Investor has made, plus (c) sums distributed to Investors that will be added to an Investor's Undrawn Commitment pursuant to the terms of the Memorandum."

Third resolution

The Meeting resolves to amend item (b) of paragraph 1 of article 4 of the Articles in order to include the following words at the end:

"(provided that the General Partner will not have any right of veto in respect of this resolution but will, if the Fund is terminated under this article, be entitled to its share of Carried Interest and to the payment of the Management Fee Compensatory Payment as per items (b) and (d) of article 17.14);".

Fourth resolution

The Meeting resolves to amend item (a) of paragraph 2 of article 5 of the Articles which will read as follows:

"(a) make investments whether directly or through direct or indirect participations in subsidiaries of the Fund or other Intermediary Vehicles including but not limited to any type of ownership interests in Environmental Assets and Underlying Projects;".

Fifth resolution

The Meeting resolves to amend the reference to "article 17.16(f)" in sub-item (i) of item (b) of paragraph 4 of article 6 of the Articles which is removed and replaced by a reference to "article 17.14(f)".

Sixth resolution

The Meeting resolves to remove paragraph 10 of article 7 of the Articles.

Seventh resolution

The Meeting resolves to amend Article 13 of the Articles as follows:

" **Art. 13. Calculation of the Net Asset Value.**

13.1 The Fund and each Class have a Net Asset Value determined in accordance with Luxembourg law and Luxembourg Generally Accepted Accounting Principles (Lux GAAP). The reference currency of the Fund is the Euro.

Calculation of the NAV

13.2 The Net Asset Value of each Class will be calculated in the Reference Currency of the relevant Class in good faith in Luxembourg on each Valuation Date.

13.3 The administrative agent of the Fund will under the supervision of the General Partner compute the NAV per Class as follows: each Class participates in the Fund according to the portfolio and distribution entitlements (as these entitlements are described in article 27 and set forth in the Memorandum) attributable to each such Class. The value of the total portfolio and distribution entitlements attributed to a particular Class 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 on that Valuation Date. The assets of each Class will be commonly invested but subject to different fee structures, distribution, marketing targets, currency or other specific features as it is stipulated in article 6.4 of these Articles and in the Memorandum. A separate Net Asset Value per Share, which may differ as consequence of these variable factors, will be calculated for each Class as follows: the Net Asset Value of that Class on that Valuation Date divided by the total number of Shares of that Class then outstanding on that Valuation Date.

13.4 The total net assets of the Fund will result from the difference between the gross assets (including the market value of Investments owned by the Fund and its Intermediary Vehicles) and the liabilities of the Fund, provided that the set up costs for the Fund will be amortised over a period of five (5) years rather than expensed in full when they are incurred.

13.5 The value of the assets of the Fund will be determined as follows:

(a) securities (including Environmental Assets) which are listed on a stock exchange, dealt in on another regulated market or listed on an environmental exchange (which will include the European Climate Exchange and Bluenext, among others) will be valued on the basis of the last available publicised stock exchange or market value;

(b) ERPA and Environmental Assets which are not listed on a stock exchange nor dealt in on another regulated market will be valued in accordance with a valuation methodology developed by the General Partner. Such valuation methodology will be applied in a consistent way and any changes to it will require the approval of the Advisory Board;

(c) 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;

(d) the interests in (unlisted) UCIs will be valued at their last official and available net asset value, as reported or provided by such UCIs or their agents, or at their last unofficial net asset values (i.e., estimates of net asset values) if more recent than their last official net asset values. The official or unofficial net asset value of a UCI may be adjusted for subsequent capital calls and distributions and applicable redemption charges where appropriate. The Fund will adjust the net asset value or other valuation so provided where the Fund considers such net asset valuation or other valuation information does not accurately reflect the Fund's interests in such UCI, whether because such information has been generated after a delay from the UCI's own valuation point, change in markets or otherwise. The NAV is final and binding notwithstanding that it may have been based on unofficial or estimated net asset values;

(e) the value of any cash on 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 will be deemed to be the full amount thereof, unless it is unlikely to be received in which case the value thereof will be arrived at after making such discount as the General Partner may consider appropriate in such case to reflect the true value thereof;

(f) the liquidating value of futures, forward, options or derivative contracts not dealt in on a stock exchange or another regulated market will 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, options or other derivative contracts dealt in on a stock exchange or another regulated market will be based upon the last available settlement prices of these contracts on such regulated market on which the particular futures, forward, options or derivative contracts are dealt in by the Fund; provided that if a futures, forward, options or derivative 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 will be such value as the General Partner may deem fair and reasonable;

(g) all other assets are valued at fair value as determined in good faith pursuant to procedures established by the General Partner in accordance with Lux GAAP.

13.6 The Fund, 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 Fund in compliance with Luxembourg Law. This method will then be applied in a consistent way. The administrative agent of the Fund can rely on such deviations as approved by the Fund for the purpose of the Net Asset Value calculation.

13.7 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 Fund.

13.8 The liabilities of the Fund shall be deemed to include:

(a) all borrowings, bills and other amounts due;

(b) all administrative expenses due or accrued including but not limited to the costs of its constitution and registration with regulatory authorities, as well as legal, audit, management, custodial, paying agency and corporate and central administration agency fees and expenses, the costs of legal publications, prospectuses, financial reports and other documents made available to shareholders, translation expenses and generally any other expenses arising from the administration of the Fund, unless otherwise provided in the Memorandum;

(c) all known liabilities, due or not yet due including all matured contractual obligations for payments of money or property, including the amount of all dividends declared by the Fund for which no coupons have been presented and which therefore remain unpaid until the day these dividends revert to the Fund by prescription;

(d) any appropriate amount set aside for taxes due on the Valuation Date and any other provisions of Reserves (as defined in the Memorandum) authorised and approved by the Fund; and

(e) any other liabilities of the Fund of whatever kind and nature towards third parties reflected in accordance with Luxembourg Law.

13.9 In determining the amount of such liabilities the Fund shall take into account all expenses payable by the Fund and may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount rateably for yearly or other periods. In addition, the Fund may accrue in its account as Reserves (as defined in the Memorandum) any amounts which, in the General Partners absolute discretion, should be retained for the purposes of a reserve for expenses or other purposes in connection with Investments or matters in respect of which the Fund is committed to investment including an appropriate provision for current taxes payable in the future based on the capital and income, as determined from time to time 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 risks or liabilities of the Fund (i.e., liabilities for past events which are definite as to their nature and are certain or probable to occur and can be measured with reasonable accuracy, which might arise during the life of the Fund and may include potential liabilities arising from any disputes (such as with a buyer or a tax authority) or as a result of any warranty or other similar arrangement arising as a result of a disposal of an Investment).

13.10 The assets and liabilities 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 Fund to that Class and shall increase the proportion of the net assets attributable to that Class;

(b) where any asset is derived from another asset, such asset shall be attributable in the books of the Fund 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;

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

(d) in the case where any asset or liability of the Fund 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 Fund 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 Fund, 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;

(e) 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.

13.11 General rules:

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

(b) the latest Net Asset Value will be made available to Investors at the registered office of the Fund and the administrative agent of the Fund as soon as it is finalised. The administrative agent of the Fund and the Fund will use their best efforts to compute and finalise the Net Asset Value within thirty (30) calendar days as from the relevant Valuation Date. The Fund cannot accept any responsibility for any error or delay in publication or for non-publication of prices;

(c) for the avoidance of doubt, the provisions of this article 13 are rules for determining the NAV per Share and are not intended to affect the treatment for accounting or legal purposes of the assets and liabilities of the Fund or any Shares issued by the Fund. Undrawn Commitment will not be considered as assets of the Fund for the purpose of the calculation of the Net Asset Value."

Eighth resolution

The Meeting resolves to amend article 15 which will read as follows:

" **Art. 15. Liability of limited partners, Recycled Commitments, Reinvestment and Liability Reserve.** Liability of limited shareholders

15.1 The owners of Shares (other than the GP Share) are only liable up to the amount of their Capital Contribution and Commitment made to the Fund in accordance with the terms of the Memorandum and the relevant Subscription

Agreement. The holders of Shares (other than the GP Share) shall refrain from acting on behalf of the Fund in any manner or capacity other than by exercising their rights as limited shareholders in General Meetings.

Recycled Commitments and Reinvestment

15.2 Net Distributable Cash attributable to:

(a) an Investment (including Bridging Investments) being syndicated, refinanced or otherwise repaid or disposed of before the end of the Commitment Period, and as long as the Fund did not incur a loss on that Investment;

(b) a prospective Investment which does not proceed to completion; or

(c) the payment of Expenses (as defined in the Memorandum) where such payment is not required for such purpose; or

(such amounts being Re-investment Cash) will be distributed to Investors through a redemption of Shares on a pro rata basis and will, subject to article 15.4 below. and the approval of the Investment Committee, increase each Investor's Undrawn Commitments by an amount equal to the amount of Re-investment Cash distributed and such amounts will be available for further drawdown in accordance with the provisions of article 8 above and the Memorandum. The General Partner may retain all or part of the Re-investment Cash and recycle such cash in lieu of making a further drawdown, such amount of recycled Re-investment Cash to be applied in subscribing for shares in accordance with the provisions of article 8 above and the Memorandum.

15.3 In addition, where there has been a distribution of Net Distributable Cash received by the Fund in respect of an Investment and the Fund is required to make payments under a claim which has been made under any indemnities, warranties or other obligations undertaken by the Fund (or any of its Intermediary Vehicles) in relation to that Investment (a Warranty Claim), the General Partner may call Investors to return Net Distributable Cash distributed to them in respect of that Investment (in which case, the amount of Net Distributable Cash distributed to Investors in respect of that Investment will form part of the Re-investment Cash).

15.4 In relation to the amounts of Re-investment Cash:

(a) only amounts up to the returned Capital Contributions and no other amounts derived from the relevant Investment will be Re-investment Cash;

(b) amounts to be re-drawn in respect of Re-investment Cash during the term of the Fund will not exceed 10% of the Aggregate Commitments;

(c) amounts to be re-drawn in respect of Re-investment Cash during the term of the Fund may only be re-drawn within two years after the distribution of the relevant Re-investment Cash and may not be re-drawn following the termination of the Fund; and

(d) amounts to be redrawn due to a Warranty Claim:

(A) will be re-contributed by the Investors pro rata to the distributions received by each of them in relation to the relevant Investment; and

(B) may only be re-drawn to satisfy a Warranty Claim which relates to the Investment from which the Re-investment Cash was received.

15.5 Notwithstanding the provisions of this article, the Fund will not make Investments whose aggregate acquisition cost is in excess of the Aggregate Commitments.

15.6 Where the General Partner is aware at the time of the distribution of Re-investment Cash that such Re-investment Cash may be subject to recall under this article then it will notify the Investors at the time of distribution of such possibility."

Ninth resolution

The Meeting resolves to amend article 17 which will read as follows:

" **Art. 17. Removal of the General Partner.** Removal for cause of the General Partner

17.1 Upon the occurrence of a Cause Event at any time after the First Closing Date, Investors representing at least 10% of Aggregate Commitments will be entitled to call a General Meeting to vote for removal for Cause of the General Partner.

17.2 The Investors calling a General Meeting to vote on the removal of the General Partner will send a written notice (the Removal for Cause Notice) to the General Partner indicating (i) the intention to seek the removal of the General Partner for Cause and (ii) a detailed description of the relevant Cause Event.

17.3 Upon receipt of the Removal for Cause Notice, the Fund will be prevented from pursuing any new Investment or Investments for which the Fund was not Committed to Investment prior to the receipt of the Removal for Cause Notice and the General Partner will not issue any Drawdown Notices in respect of any new Investments until a decision is adopted by the Investors in relation to the proposed removal of the General Partner. In addition, the Fund will be prevented from pursuing or making any divestments for which it is not Committed to Investment prior to the receipt of the Removal for Cause Notice other than with the prior approval of the Advisory Board until a decision is adopted by the Investors in relation to the proposed removal of the General Partner.

17.4 The General Partner will be allowed to provide to the General Meeting such information and explanation as it deems appropriate in relation to the alleged Cause Event.

17.5 The General Meeting may resolve by way of a resolution passed at a meeting where holders representing not less than half of the issued share capital (excluding any Shares held by Related Persons) are present or represented and that is passed by not less than 50% of the votes cast in relation to such resolution (excluding the votes of Related Persons and it being understood that the General Partner will have no veto right) that a Cause Event has occurred and consequently decide to remove the General Partner (such General Meeting resolution being the Removal for Cause Resolution).

17.6 The removal following a Cause Event will have effect as between Investors and the General Partner immediately upon the Removal for Cause Resolution and:

(a) as from the date of the Removal for Cause Resolution, the Commitment Period (if not already terminated) will be suspended and the General Partner will only be authorised to carry out administration tasks and take decisions for the purpose of protecting the interests of the Fund, each such decision to be subject to the approval of the Advisory Board up to the date of the effective replacement of the General Partner or of the Fund's liquidation;

(b) the removal following a Cause Event will not give rise to any compensation by the Fund to any of the Related Persons;

(c) the General Partner and the Related Persons will be released from their then remaining Undrawn Commitments;

(d) the General Partner will only be entitled to the Management Fee up to the date of its effective replacement or of the Fund's liquidation;

(e) any and all entitlement to the Carried Interest arising out of the GP Share and the CI Sponsors Shares (including any accrued but unpaid Carried Interest) will be forfeited and lost and the GP Share and the CI Sponsors Shares holders will Transfer to the new replacing general partner (or its Affiliates, officers, directors, managers or agents) the GP Share and all their CI Sponsors Shares at a price equal to the Capital Contributions paid by the relevant holders less any distributions to them (it being understood that such may not result in a price lower than zero).

17.7 The Investors will procure that the General Partner is replaced by a Supermajority Resolution in accordance with the terms of paragraph 6 of this article (provided that the General Partner will not have any veto right on such decision and Related Persons will not vote on such decision) and with the consent of the CSSF within sixty (60) calendar days of the Removal for Cause Resolution, failing which the General Partner will resign and provoke the winding up of the Fund. All Investors, by entering into their Subscription Agreements, will undertake to take all actions and vote in favour of the changes to the Articles required to be made further to a Removal for Cause Resolution and, in particular, Investors who will not have voted or will have voted against the Removal for Cause Resolution will undertake to vote along the majority of Investors in respect of the Supermajority Resolution for the replacement of the General Partner.

17.8 If a replacing general partner is appointed by way of a Supermajority Resolution in accordance with paragraph 7 of this article, the suspension of the Commitment Period will be lifted as from the date of such Supermajority Resolution.

Removal without Cause

17.9 After the Final Closing Date, Investors representing at least 10% Aggregate Commitments will be entitled to call a General Meeting to vote for removal without Cause of the General Partner.

17.10 The Investors calling a General Meeting to vote on the removal without Cause of the General Partner will send a written notice (the Removal without Cause Notice) to the General Partner indicating the intention to seek the removal of the General Partner without Cause.

17.11 Upon receipt of the Removal without Cause Notice, the Fund will be prevented from pursuing any new Investment or Investments for which the Fund was not Committed-to-Investment prior to the receipt of the Removal without Cause Notice and the General Partner will not issue any Drawdown Notices in respect of any new Investments until a decision is adopted by the Investors in relation to the proposed removal of the General Partner. In addition, the Fund will be prevented from pursuing or making any divestments for which it is not Committed to Investment prior to the receipt of the Removal without Cause Notice other than with the prior approval of the Advisory Board until a decision is adopted by the Investors in relation to the proposed removal of the General Partner.

17.12 The General Partner will be allowed to provide to the General Meeting such information and explanation as it deems appropriate in relation to the proposed removal.

17.13 The General Meeting may resolve by way of a Supermajority Resolution to remove the General Partner without Cause (the Removal without Cause Resolution).

17.14 The Removal without Cause Resolution will have effect as between Investors and the General Partner immediately upon the Supermajority Resolution of the General Meeting to that effect and:

(a) as from the date of the Removal without Cause Resolution, the Commitment Period (if not already terminated) will be suspended and the General Partner will only be authorised to carry out administration tasks and take decisions for the purpose of protecting the interest of the Fund, each such decision to be subject to the approval of the Advisory Board up to the date of the effective replacement of the General Partner or of the Fund's liquidation;

(b) the General Partner will be entitled to the Management Fee up to the date of its effective replacement or of the Fund's liquidation plus an additional payment equal to the Management Fees paid over the 18 months prior to the date of the Removal without Cause Resolution (the Management Fee Compensatory Payment);

(c) the General Partner and the Related Persons will be released from their then remaining Undrawn Commitments;

(d) the right to the Carried Interest on the GP Share and the CI Sponsors Shares vested as at the date of the Removal without Cause Resolution in accordance with the Vesting will remain for the relevant holders of GP Share and CI Sponsors Shares but all future and all unvested Carried Interest on those GP Share and CI Sponsors Shares will be forfeited by the holders of CI Sponsors Shares and GP Share;

(e) the non-vested portion of the Carried Interest will be forfeited by the holders of the CI Sponsors Shares existing on the date of the Removal without Cause Resolution and transferred to the new general partner (or its Affiliates, officers, directors, managers or agents) who will have the right to receive distributions of Carried Interest in respect of such non-vested portion of the Carried Interest through one or more newly issued CI Sponsor Shares (the New CI Sponsor Shares). The New CI Sponsor Shares will be issued to the new general partner (or its Affiliates, officers, directors, managers or agents) at a price equal to EUR1 per Share; and

(f) the CI Sponsors Shares subscribed by the holders of the CI Sponsors Shares at the date of the Removal without Cause Resolution will be automatically converted into a special category of Shares having the same rights and obligations as the A Ordinary Shares but conferring upon their holders the additional right to receive the vested Carried Interest referred to above in paragraph (d) (the Special CI Shares).

17.15 The Investors will procure that the General Partner is replaced by a Supermajority Resolution (excluding the Commitments of the Related Persons for these purposes) and with the consent of the CSSF within sixty (60) calendar days of the Removal without Cause Resolution, failing which the Fund will automatically terminate. All Investors, by entering into their Subscription Agreements, will undertake to take all actions and vote in favour of the changes to the Articles required to be made further to a Removal without Cause Resolution.

17.16 If a replacing general partner is appointed by way of a Supermajority Resolution in accordance with paragraph 15 of this article, the suspension of the Commitment Period will be lifted as from the date of such Supermajority Resolution."

Tenth resolution

The Meeting resolves to amend article 22 which will read as follows:

"22.1. None of the Indemnified Persons will have any liability for any Claims and Expenses of the Fund or any Investor arising in connection with the services to be performed hereunder or pursuant hereto, or under or pursuant to any management agreement or other Service Agreement relating to the Fund or in respect of services as a Manager or member of the Investment Committee, the Advisory Board, the Expert Board or which otherwise arises in relation to the operation, business or activities of the Fund save, in the case of any Indemnified Person (other than a member of the Advisory Board), in respect of any matter resulting from such Indemnified Person's fraud, wilful misconduct, bad faith or reckless disregard for their obligations and duties in relation to the Fund or their gross negligence or, in the case of a member of the Advisory Board, in respect of any matter resulting from such member's fraud or gross negligence.

22.2 The General Partner and the Managers may consult with legal counsel and accountants selected by them and any act or omission suffered or taken by them on behalf of the Fund or in furtherance of the interests of the Fund in good faith in reliance upon and in accordance with the advice of such counsel or accountants shall be full justification for any such act or omission, and the General Partner and the Managers shall be fully protected in so acting or omitting to act; provided that such counsel or accountants were selected with such care that can be expected from a professional operating in like circumstances, such counsel or accountants were monitored with reasonable care with regard to acts taken by them on behalf of the Fund and that the General Partner has used its best efforts to seek indemnification from such counsel or accountants; and provided further that the General Partner has provided such legal counsel or accountants with accurate and relevant facts that in its reasonable discretion are reasonably necessary to such opinion or advice. Indemnisation of Indemnified Persons

22.3 The Fund agrees to indemnify and hold harmless out of the Fund's assets the Indemnified Persons against any and all Claims and Expenses incurred or threatened arising out of or in connection with or relating to or resulting from the Indemnified Person being or having acted as a general partner or manager in respect of the Fund or arising in respect of or in connection with any matter or other circumstance relating to or resulting from the exercise of its powers as a general partner or manager or from the provision of services to or in respect of the Fund or under or pursuant to any management agreement or other Service Agreement relating to the Fund or in respect of services as a Manager or member of the Investment Committee, the Advisory Board, the Expert Board or which otherwise arise in relation to the operation, business or activities of the Fund provided however that an Indemnified Person will not be so indemnified with respect to any matter resulting from their fraud, wilful misconduct, bad faith or reckless disregard for their obligations and duties in relation to the Fund or their gross negligence.

22.4 Indemnity amounts payable under paragraph 3 of this article above to Indemnified Persons out of the assets of the Fund will in no case exceed the amount of Aggregate Commitments and indemnity amounts may only be paid out of the Fund's surplus cash and through the realisation of the Fund's assets, but cannot be funded through drawing down any Undrawn Commitments from Investors.

22.5 The Fund shall not indemnify any Indemnified Person with respect to any proceeding in which one or more officers, employees or members of any Indemnified Person or any of its Affiliates are suing one or more other officers, directors, employees or members of the same any Indemnified Person or any of its Affiliates.

22.6 This article should not be construed as indemnifying, or attempting to indemnify, any Indemnified Person against any liability to the extent that indemnifying the Indemnified Person would be in violation of applicable law.

General

22.7 The provisions of this article will continue to afford protection to each Indemnified Person regardless of whether such Indemnified Person remains in the position or capacity pursuant to which such Indemnified Person became entitled to indemnification under this article and regardless of any subsequent amendment to this Memorandum or the Articles, and no amendment to this Memorandum or the Articles will reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment.

22.8 The right of any Indemnified Person to the indemnification provided herein will be cumulative with, and in addition to, any and all rights to which such Indemnified Person may otherwise be entitled by contract or as a matter of law or equity and will extend to such Indemnified Person's successors, assignees, heirs and legal representatives, provided that whenever an Indemnified Person benefits from an insurance cover or has any recovery rights against any third party in respect of the relevant Claims and Expenses, it will use its best efforts to first seek recovery from such insurance cover or indemnification from the relevant third party before seeking indemnification from the Fund.."

Eleventh resolution

The Meeting resolves to amend paragraph 1 of article 24 in which the words "eight calendar days" are removed and replaced by the words "fifteen business days".

Twelfth resolution

The Meeting resolves to amend paragraph 1 of article 27 which will read as follows:

"Subject to the remaining provisions of this article, all Net Distributable Cash will be used first to pay the Expenses and, unless retained pursuant to paragraph 2 of article 15, will thereafter be distributed to Investors pro rata as soon as reasonably possible in the reasonable discretion of the General Partner after the relevant amount becomes available for distribution, unless the General Partner considers the amount to be de minimis. The General Partner in its absolute discretion may make more frequent distributions of Net Distributable Cash."

Thirteenth resolution

The Meeting resolves to amend item (a) of paragraph 2 of article 27 in which the word "Firstl/ is removed and replaced by the word "First".

Fourteenth resolution

The Meeting resolves to amend paragraph 6 of article 27 which will read as follows:

"Investors should be aware that any Re-investment Cash distributed during the Commitment Period may have to be returned to the Fund for re-investment purposes in accordance with, and subject to article 15 above."

Fifteenth resolution

The Meeting resolves to amend paragraph 7 of article 27 which will read as follows:

"Fifty percent (50%) of all distributions of Carried Interest which would otherwise be made to the holders of CI Shares pursuant to paragraph 2 of this article above will be paid (and considered as paid for the purpose of paragraph 6 of article 17) into an interest bearing bank account for the benefit of the holders of CI Shares (the Escrow Account)."

Sixteenth resolution

The Meeting resolves to amend paragraph 10 of article 27 in which the words "(and solely such Tax)" are introduced between the words "Person to pay such Tax and "and any distribution made".

Seventeenth resolution

The Meeting acknowledges that pursuant to article 26(2) of the Luxembourg act of 13 February 2007 on specialised investment funds, as amended, the above amendments to the Articles, drawn-up in English, need not and will not be followed by a translation into an official language of the Grand Duchy of Luxembourg and to waive the translation of the Articles.

Estimate of Costs

The amount of expenses, costs, remunerations and charges in any form whatsoever which shall be borne by the Company as a result of the present deed is estimated to be approximately EUR 2,000.-.

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

The document having been read to the proxyholders of the appearing parties, said proxyholders signed together with us, the notary, the present original deed.

Signé: B. KELECOM, B. BADA et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 15 mai 2013. Relation: LAC/2013/22329. Reçu soixante-quinze euros (75,- EUR)

Le Receveur ff. (signé): C. FRISING.

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

Luxembourg, le 22 mai 2013.

Référence de publication: 2013065876/830.

(130081081) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 mai 2013.

PATRIZIA Real Estate Investment Management S.à r.l., Société à responsabilité limitée.

Siège social: L-1222 Luxembourg, 2-4, rue Beck.

R.C.S. Luxembourg B 177.218.

RECTIFICATIF

Il résulte d'un acte de constitution de la société «PATRIZIA Real Estate Investment Management S.à r.l.», une société à responsabilité limitée, établie et ayant son siège social au 2-4, rue Beck, L-1222 Luxembourg, reçu par Maître Jean-Joseph WAGNER, notaire de résidence à Sanem (Luxembourg), en date du 10 mai 2013, enregistré à Esch-sur-Alzette A.C, le 14 mai 2013. Relation: EAC/2013/6172 et déposé au Registre de Commerce et des Sociétés de et à Luxembourg, en date du 16 mai 2013, sous la référence L130077937, que l'adresse de Madame Elke Dosch, contenue dans l'adresse des administrateurs, a été erronément indiqué et il y a donc lieu de lire la nouvelle adresse professionnelle suivante:

«2-4 Rue Beck, L-1222 Luxemburg, Großherzogtum Luxemburg".

Enregistré à Esch/Alzette Actes Civils, le 21 mai 2013. Relation: EAC/2013/6451. Reçu douze euros 12,00€.

Le Receveur (signé).

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

Pour la société
Signature

Référence de publication: 2013069310/20.

(130084880) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Campeche Rig 4 Owning Company S.à r.l., Société à responsabilité limitée.

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 165.735.

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

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

Luxembourg, le 12 avril 2013.

Pour copie conforme
Pour la société
Maître Carlo WERSANDT
Notaire

Référence de publication: 2013049696/14.

(130061318) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 avril 2013.

Fideom Luxembourg Trust, Société à responsabilité limitée,
(anc. SBG Expertise).

Siège social: L-2529 Howald, 30, rue des Scillas.

R.C.S. Luxembourg B 161.475.

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

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

Référence de publication: 2013049850/10.

(130061038) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 avril 2013.

DDA AD, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 164.340.

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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 27 février 2013.

Référence de publication: 2013049773/10.

(130061381) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 avril 2013.

Ecore Transport Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-8070 Bertrange, 39, rue du Puits Romain.

R.C.S. Luxembourg B 76.709.

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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 27 février 2013.

Référence de publication: 2013049790/10.

(130060989) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 avril 2013.

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

Siège social: L-2522 Luxembourg, 6, rue Guillaume Schneider.

R.C.S. Luxembourg B 176.609.

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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 27 février 2013.

Référence de publication: 2013049903/10.

(130060974) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 avril 2013.

Prospector Rig 2 Owning Company S.à r.l., Société à responsabilité limitée.

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 165.648.

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

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

Luxembourg, le 12 avril 2013.

Pour copie conforme

Pour la société

Maître Carlo WERSANDT

Notaire

Référence de publication: 2013050102/14.

(130061156) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 avril 2013.

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

Capital social: EUR 12.500,00.

Siège social: L-1724 Luxembourg, 11A, boulevard du Prince Henri.

R.C.S. Luxembourg B 132.604.

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Extrait du Procès–Verbal des décisions de l'associé unique prises en date du 17 avril 2013

Première résolution:

L'Assemblée accepte la démission du gérant Monsieur Gilbert MULLER et désigne en tant que gérants à partir du 17 avril 2013 et pour une durée indéterminée Monsieur Jean Daniel COHEN, employé privé, né le 22 septembre 1962 à Casablanca (Maroc) demeurant professionnellement 121, Avenue de La Faïencerie, L-1511 Luxembourg et M. Alain HEINZ, employé privé, né le 17 mai 1968 à Forbach (France) demeurant professionnellement 121, Avenue de La Faïencerie, L-1511 Luxembourg en remplacement du gérant démissionnaire.

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

Mawrid SàRL

Référence de publication: 2013051457/17.

(130062494) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

IT-Partners, Société à responsabilité limitée.

Siège social: L-3450 Dudelange, 42, rue du Commerce.

R.C.S. Luxembourg B 149.152.

Extrait de la cession de parts du 1 er mars 2013

Il en résulte d'une cession de parts du 1 er mars 2013 que:

La société anonyme de droit luxembourgeois, "W.E.M. S.A.", établie et ayant son siège social à L-3450 Dudelange, 42, rue du Commerce, inscrite au registre de commerce et des sociétés sous le numéro B 147.004, représentée par Monsieur Frédéric KEIFFER, indépendant, demeurant à F-57970 Stuckange, 45, Bocle des Prés, en sa qualité d'administrateur unique, ayant pouvoir pour engager la prédite société par sa seule signature,

a cédé 48 parts sociales de la société à responsabilité limitée société IT-PARTNERS Sàrl, établie et ayant son siège social à L-3450 Dudelange 42, rue du Commerce, inscrite au registre de commerce à Luxembourg sous le numéro B 149.152,

à

Monsieur Matthieu VOIRIN, né le 6 octobre 1976 à Nancy (F), demeurant à F-57070 Metz, 60, rue des Cèbres.

Un mandataire

Référence de publication: 2013051388/19.

(130063042) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

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

Siège social: L-1528 Luxembourg, 1, boulevard de la Foire.

R.C.S. Luxembourg B 164.192.

Il résulte des résolutions prises par le conseil d'administration de la société en date du 19 avril 2013 que:

- Le siège social de la société a été transféré du 41, Boulevard Prince Henri, L-1724 Luxembourg au 1, Boulevard de la Foire, L-1528 Luxembourg avec effet au 1 er octobre 2012;

- L'adresse professionnelle de Monsieur Alberto Morandini, Monsieur Geoffrey Henry et Madame Valérie Emond ont été transférés du 41, Boulevard Prince Henri, L-1724 Luxembourg au 1, Boulevard de la Foire, L-1528 Luxembourg avec effet au 1 er octobre 2012;

- Monsieur Alberto Morandini est nommé président du conseil d'administration avec effet immédiat et ce pour une durée de six ans.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Fait à Luxembourg, le 19 avril 2013.

Référence de publication: 2013051392/17.

(130062828) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

AltaFund General Partner S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 159.150.

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

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Belvaux, le 19 avril 2013.

Référence de publication: 2013050383/10.

(130061877) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 avril 2013.

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