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° 2005 **31 juillet 2014**

SOMMAIRE

SM - IMMO g.m.b.h., Société à responsabilité limitée.

Siège social: L-9511 Wiltz, 77C, rue Aneschbach.

R.C.S. Luxembourg B 135.090.

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

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

Signature.

Référence de publication: 2014075110/10.

(140087832) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

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

Siège social: L-2121 Luxembourg, 231, Val des Bons-Malades.

R.C.S. Luxembourg B 11.862.

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Les comptes annuels au 31.12.2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 13 mai 2014.

SG AUDIT SARL

Référence de publication: 2014075113/11.

(140087819) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Sodilux Finance SA, Société Anonyme.

Siège social: L-2130 Luxembourg, 11, boulevard Docteur Charles Marx.

R.C.S. Luxembourg B 58.242.

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

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

Junglinster, le 27 mai 2014.

Pour copie conforme

Référence de publication: 2014075114/11.

(140087964) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Swicorp International Holdings S.A., Société Anonyme.

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

R.C.S. Luxembourg B 36.929.

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Rectificatif du bilan au 31 décembre 2009, déposé le 26 janvier 2012 sous la référence L120015933

Les comptes annuels au 31 décembre 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2014075125/10.

(140087362) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Top Gérances S.àr.l., Société à responsabilité limitée.

Siège social: L-4470 Soleuvre, 2, rue Emile Mayrisch.

R.C.S. Luxembourg B 112.297.

—

Le bilan au 31 décembre 2013 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg.

ACA – Atelier Comptable & Administratif S.A.

Signature

Référence de publication: 2014075164/12.

(140088038) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Stirling Real Estate S.A., Société Anonyme.

Siège social: L-2163 Luxembourg, 40, avenue Monterey.

R.C.S. Luxembourg B 146.488.

—

Il est porté à la connaissance de qui de droit que la nouvelle adresse des administrateurs de la société Stirling Real Estate S.A. a désormais changé, à savoir:

- Jérémy LEQUEUX, avec adresse professionnelle

40, avenue Monterey, L-2163 Luxembourg

- Grégory MATHIEU, avec adresse professionnelle

15, Bd des Moulins, MC- 98000 Monaco

- Stéphane WEYDERS, avec adresse professionnelle

151, avenue de la faïencerie, L-1511 Luxembourg

Luxembourg, le 23 mai 2014.

Pour la société

Un mandataire

Référence de publication: 2014075121/18.

(140088145) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Surya Investments S.A., Société Anonyme.

Siège social: L-2420 Luxembourg, 15, avenue Emile Reuter.

R.C.S. Luxembourg B 154.122.

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Extrait des résolutions de l'Assemblée Générale Ordinaire des Actionnaires de la Société du 12 mai 2014

Quatrième résolution

Approbation du renouvellement du mandat du Réviseur d'Entreprises.

L'Assemblée Générale décide de renouveler le mandat de Deloitte Audit S.à.r.l. aux fonctions de Réviseur d'Entreprises de la Société pour l'exercice se terminant au 31 décembre 2014. Son mandat viendra à échéance à l'issue de l'Assemblée Générale approuvant les comptes arrêtés au 31 décembre 2014.

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

Luxembourg, le 27 mai 2014.

SURYA INVESTMENTS S.A.

Référence de publication: 2014075124/16.

(140088443) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Swicorp International Holdings S.A., Société Anonyme.

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

R.C.S. Luxembourg B 36.929.

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Rectificatif du bilan au 31 décembre 2008, déposé le 27 janvier 2012 sous la référence L120017001

Les comptes annuels au 31 décembre 2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2014075126/10.

(140087363) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Sylux S.A., Société Anonyme.

Siège social: L-2138 Luxembourg, 24, rue Saint Mathieu.

R.C.S. Luxembourg B 104.290.

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Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2014075127/10.

(140087705) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

T & A Europe S.A., Société Anonyme.

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

R.C.S. Luxembourg B 96.941.

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

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

Signature.

Référence de publication: 2014075129/10.

(140088336) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

T&T International S.A., Société Anonyme.

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

R.C.S. Luxembourg B 46.900.

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Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2014075130/10.

(140087637) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

T.T.V. Finances S.A., Société Anonyme.

Siège social: L-2168 Luxembourg, rue de Mühlenbach.

R.C.S. Luxembourg B 118.123.

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Les comptes annuels au 31/12/2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2014075131/10.

(140087773) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Tyco Electronics Holding S.à r.l., Société à responsabilité limitée.

Siège social: L-1331 Luxembourg, 17, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 122.078.

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Les statuts coordonnés au 8 mai 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Marc Loesch
Notaire

Référence de publication: 2014075150/11.

(140088090) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Varta Investment S.à r.l., Société à responsabilité limitée unipersonnelle.

R.C.S. Luxembourg B 144.174.

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La Banque Privée Edmond de Rothschild Europe dénonce, avec effet immédiat en date du 31 mars 2014, le siège de la société VARTA INVESTMENT S.A.R.L. établit au 16, Boulevard Emmanuel Servais, L-2535 Luxembourg enregistrée sous numéro R.C.S. Luxembourg B 144 174.

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

Luxembourg, le 14 mai 2014.
Pour le Domiciliataire
Banque Privée Edmond de Rothschild Europe

Référence de publication: 2014075196/13.

(140088161) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Tempo-Net S.à r.l., Société à responsabilité limitée.

Siège social: L-6776 Grevenmacher, 2, route Nationale 1.

R.C.S. Luxembourg B 23.868.

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EXTRAIT

Il résulte d'une Assemblée générale extraordinaire du 2 janvier 2014

Que la société révoque Madame Ginette ZOLLER, employée, né à Luxembourg, le 29/09/1960 demeurant à L-8365 Hagen - 20, rue Principale de ses fonctions de gérant unique

Qu'elle nomme Monsieur Monsieur Jean-Pierre Kutzner, retraité, né à Luxembourg, le 25/10/1948 demeurant à D-54669 Bollendorf-17 Burgstrasse de ses fonctions de gérant unique une durée illimitée

Fait à Kayl, le 2 janvier 2014.

TEMPO-NET S.à.r.l.

Signature

Référence de publication: 2014075137/16.

(140087895) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Tishman Speyer Lumiere Holdings (Lux) S.à r.l., Société à responsabilité limitée.

Capital social: EUR 5.000.000,00.

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 147.008.

—

Le bilan et l'annexe au 31 décembre 2013 de la Société, ainsi que les autres documents et information s'y rapportent, 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.

Senningerberg, le 22 mai 2014.

Pour extrait conforme

ATOZ

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Senningerberg

Signature

Référence de publication: 2014075141/17.

(140088338) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Take Away S.à r.l., Société à responsabilité limitée.

Siège social: L-4018 Esch-sur-Alzette, 14, rue d'Audun.

R.C.S. Luxembourg B 151.031.

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Les comptes annuels au 31/12/2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg. M. Said RADOUANE.

Référence de publication: 2014075152/10.

(140087665) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Tabiadasc Real Estate S.A., Société Anonyme.

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

R.C.S. Luxembourg B 85.240.

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Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour TABIADASC REAL ESTATE S.A.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014075151/11.

(140087823) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Tishman Speyer Lumiere Holdings II S.à r.l., Société à responsabilité limitée.

Capital social: EUR 627.475,00.

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 114.241.

—

Le bilan et l'annexe au 31 décembre 2013 de la Société, ainsi que les autres documents et informations qui s'y rapportent, 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.

Senningerberg, le 22 mai 2014.

Pour extrait conforme

ATOZ

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Senningerberg

Signature

Référence de publication: 2014075143/17.

(140088130) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Tishman Speyer Lumiere Holdings I S.à r.l., Société à responsabilité limitée.

Capital social: EUR 1.022.725,00.

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 114.242.

—

Le bilan et l'annexe au 31 décembre 2013 de la Société, ainsi que les autres documents et informations qui s'y rapportent, 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.

Senningerberg, le 22 mai 2014.

Pour extrait conforme

ATOZ

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Senningerberg

Signature

Référence de publication: 2014075142/17.

(140088202) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Tourist Investments S.A., Société Anonyme.

Siège social: L-2311 Luxembourg, 3, avenue Pasteur.

R.C.S. Luxembourg B 40.784.

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Le Bilan au 31.12.2012 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2014075165/10.

(140087488) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Tinsel Group S.A., Société Anonyme.

Siège social: L-1450 Luxembourg, 73, Côte d'Eich.

R.C.S. Luxembourg B 121.180.

—

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

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

Luxembourg, le 26 mai 2014.

Référence de publication: 2014075159/10.

(140088060) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Tishman Speyer Marnix Holdings S.à.r.l., Société à responsabilité limitée.

Capital social: EUR 57.500,00.

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 117.099.

—

Le bilan et l'annexe au 31 décembre 2013 de la Société, ainsi que les autres documents et informations qui s'y rapportent, 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.

Senningerberg, le 22 mai 2014.

Pour extrait conforme

ATOZ

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Senningerberg

Signature

Référence de publication: 2014075144/17.

(140088247) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Tishman Speyer Santa Margherita II S.à r.l., Société à responsabilité limitée.

Capital social: EUR 13.850.000,00.

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 95.598.

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Le bilan et l'annexe au 31 décembre 2013 de la Société, ainsi que les autres documents et informations qui s'y rapportent, 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.

Senningerberg, le 22 mai 2014.

Pour extrait conforme

ATOZ

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Senningerberg

Signature

Référence de publication: 2014075145/17.

(140088200) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

URUMIN Corporation S.à r.l., Société à responsabilité limitée.

Siège social: L-2550 Luxembourg, 52-54, avenue du X Septembre.

R.C.S. Luxembourg B 138.509.

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Le Bilan du 1 er janvier 2011 au 31 décembre 2011 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2014075181/10.

(140088357) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Vivarais Participations S.A., Société Anonyme.

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

R.C.S. Luxembourg B 40.785.

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Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2014075210/10.

(140087638) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Thiclair Investments S.A., Société Anonyme.

Siège social: L-1931 Luxembourg, 45, avenue de la Liberté.

R.C.S. Luxembourg B 156.508.

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Extrait des résolutions prises lors de l'assemblée générale extraordinaire des actionnaires tenue en date du 31 janvier 2014

Après délibération l'assemblée prend à l'unanimité des voix, les résolutions suivantes:

Résolutions:

1. La démission de Monsieur Francesco ABBRUZZESE de son mandat de Commissaire aux Comptes est acceptée;

2. la société Magister Audit Services S.à R.L., Société à Responsabilité Limitée, 45 Avenue de la Liberté, L - 1931 Luxembourg, RCS en cours d'immatriculation, est nommée en tant que nouveau Commissaire aux Comptes, en remplacement du Commissaire aux Comptes démissionnaire, pour une période statutaire de 6 ans, soit jusqu'à l'assemblée générale statutaire appelée à délibérer sur les comptes annuels au 31/12/2018.

Pour THICLAIR INVESTMENTS S.A

Référence de publication: 2014075156/16.

(140088069) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Thillens & Thillens Architecture S.A., Société Anonyme.

Siège social: L-9209 Diekirch, 122A, Bamertal.

R.C.S. Luxembourg B 175.021.

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Extrait du procès-verbal de l'assemblée générale extraordinaire tenue au siège de la société en date du 7 mai 2014 à 10.00 heures

L'assemblée prend bonne note du changement d'adresse de l'Administrateur Monsieur Pit THILLENS vers L-9285 Diekirch, 22 Rue du Tilleul.

Est nommé au poste d'Administrateur-délégué Monsieur Pit THILLENS, né le 08/09/1986 à Wiltz et demeurant à L-9285 Diekirch, 22 rue du Tilleul.

Est confirmé en sa fonction d'Administrateur-délégué Monsieur Bruno JOURQUIN.

Ces mandats se termineront à l'issue de l'assemblée générale ordinaire de l'an 2019.

Pour extrait sincère et conforme

Un administrateur

Référence de publication: 2014075157/16.

(140087999) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

TOLEDO INVESTMENT S.A., société de gestion de patrimoine familial, Société Anonyme - Société de Gestion de Patrimoine Familial.

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

R.C.S. Luxembourg B 132.943.

—

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

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

Signature.

Référence de publication: 2014075163/11.

(140087509) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Alboni Holding S.à r.l., Société à responsabilité limitée.

Siège social: L-1420 Luxembourg, 5, avenue Gaston Diderich.

R.C.S. Luxembourg B 170.159.

—

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

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

Junglinster, le 28 mai 2014.

Pour copie conforme

Référence de publication: 2014075281/11.

(140088807) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2014.

Trea Life S.A., Société Anonyme.

Siège social: L-1528 Luxembourg, 8A, boulevard de la Foire.

R.C.S. Luxembourg B 183.789.

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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 20.03.2014.

Paul DECKER

Le Notaire

Référence de publication: 2014075168/12.

(140087863) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

TOLEDO INVESTMENT S.A., société de gestion de patrimoine familial, Société Anonyme - Société de Gestion de Patrimoine Familial.

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

R.C.S. Luxembourg B 132.943.

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EXTRAIT

Il résulte du procès-verbal de l'assemblée générale ordinaire tenue en date du 14 mai 2014 que:

- Gestman S.A. a démissionné de son poste de commissaire.

- A été nommée au poste de Commissaire en remplacement du commissaire démissionnaire:

* Gestal Sàrl, immatriculée au RCS de Luxembourg sous le numéro B 184722 avec siège social au 23, rue Aldringen - L-1118 Luxembourg.

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

Luxembourg.

Pour extrait sincère et conforme

Référence de publication: 2014075162/17.

(140087508) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

UBS Luxembourg Financial Group AG, Société Anonyme.

Siège social: L-1855 Luxembourg, 33A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 125.852.

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Les comptes annuels de la Société au 31 décembre 2013 ainsi que le rapport du réviseur d'entreprise et le rapport de gestion 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 27.05. 2014.

UBS Luxembourg Financial Group AG

Référence de publication: 2014075176/12.

(140088368) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Zork S.A., Société Anonyme.

Siège social: L-2311 Luxembourg, 3, avenue Pasteur.

R.C.S. Luxembourg B 50.110.

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Par la présente, je vous informe de ma démission en tant qu'Administrateur de votre société avec effet ce jour.

Luxembourg, le 22 avril 2014.

FMS SERVICES S.A.

Administrateur

Dominique MOINIL

Représentant permanent

Référence de publication: 2014075226/13.

(140088217) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

TS Paris Bourse Holdings II S.à r.l., Société à responsabilité limitée.

Capital social: EUR 5.000.000,00.

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 111.846.

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Le bilan et l'annexe au 31 décembre 2013 de la Société, ainsi que les autres documents et informations qui s'y rapportent, 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.

Senningerberg, le 22 mai 2014.

Pour extrait conforme

ATOZ

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Senningerberg

Signature

Référence de publication: 2014075169/17.

(140088201) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

TS Tour Esplanade Holdings (Luxembourg) S.à r.l., Société à responsabilité limitée.

Capital social: EUR 1.000.000,00.

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 118.672.

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Le bilan et l'annexe au 31 décembre 2013 de la Société, ainsi que les autres documents et informations qui s'y rapportent, 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.

Senningerberg, le 22 mai 2014.

Pour extrait conforme

ATOZ

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Senningerberg

Signature

Référence de publication: 2014075170/17.

(140088386) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Union Investment Luxembourg S.A., Société Anonyme.

Siège social: L-1471 Luxembourg, 308, route d'Esch.

R.C.S. Luxembourg B 28.679.

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

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

Luxembourg, le 27 mai 2014.

Référence de publication: 2014075180/10.

(140088048) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

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

Siège social: L-8350 Garnich, 67, An der Merzel.

R.C.S. Luxembourg B 150.127.

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Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 20 mai 2014. Signature.

Référence de publication: 2014075206/10.

(140088519) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

TS Tour Esplanade Holdings II (Luxembourg) S.à r.l., Société à responsabilité limitée.

Capital social: EUR 1.050.000,00.

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 119.859.

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Le bilan et l'annexe au 31 décembre 2013 de la Société, ainsi que les autres documents et informations qui s'y rapportent, 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.

Senningerberg, le 22 mai 2014.

Pour extrait conforme

ATOZ

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Senningerberg

Signature

Référence de publication: 2014075171/17.

(140088418) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Turchese Trading e Investimentos S.A., Société Anonyme de Titrisation.

Siège social: L-1470 Luxembourg, 50, route d'Esch.

R.C.S. Luxembourg B 146.459.

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Extrait du procès-verbal du Conseil d'Administration tenue le 20 mai 2014.

Résolutions:

Le conseil d'Administration décide à l'unanimité d'accepter la démission de la société Alter Audit S.à.r.l. de son poste de réviseur d'entreprise et accepte la nomination de la société A3T S.A., ayant son siège social 44, Boulevard G.D. Charlotte, L-1330 Luxembourg et enregistrée au RCS sous le numéro B158.687 au poste de réviseur d'entreprise. Le mandat du nouveau réviseur arrivera à échéance à l'assemblée générale qui se tiendra en l'année 2014.

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

Turchese Trading e Investimentos S.A.

Société Anonyme

Signatures

Référence de publication: 2014075172/17.

(140088254) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Valcon Acquisition Holding (Luxembourg) S.à r.l., Société à responsabilité limitée.

Siège social: L-2440 Luxembourg, 59, rue de Rollingergrund.

R.C.S. Luxembourg B 115.926.

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Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2014075183/10.

(140088022) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Zen Cuisines S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-4018 Esch-sur-Alzette, 38A, rue d'Audun.

R.C.S. Luxembourg B 138.369.

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Les comptes annuels au 31/12/2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

MORBIN Nathalie.

Référence de publication: 2014075225/10.

(140087514) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

UBS Luxembourg Financial Group AG, Société Anonyme.

Siège social: L-1855 Luxembourg, 33A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 125.852.

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Extrait des résolutions prises lors de l'assemblée générale annuelle de la Société en date du 2 mai 2014

Conseil d'administration

Il résulte des résolutions prises lors de l'assemblée générale annuelle en date du 2 mai 2014 que les mandats des administrateurs suivants ont été renouvelés pour une durée qui expirera immédiatement après l'assemblée générale annuelle qui se tiendra en 2015:

- M. Gerald Pittner, administrateur, demeurant au 19, rue de Bitbourg, L-1273 Luxembourg;
- M. Daniel Beck, administrateur, demeurant au 33A, avenue J.F. Kennedy, L-1855 Luxembourg;
- M. Michael Zahn, administrateur, demeurant au 1, Finsbury Avenue, GB-EC2M 2PP, Londres; et
- M. Holger Pfeiffer, administrateur, demeurant 33A, avenue J.F. Kennedy, L-1855 Luxembourg.

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

UBS Luxembourg Financial Group AG
Un Mandataire

Référence de publication: 2014075175/19.

(140088329) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

UBS Luxembourg Financial Group Asset Management S.A., Société Anonyme.

Siège social: L-1855 Luxembourg, 33A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 125.851.

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Les comptes annuels de la Société au 31 décembre 2013 ainsi que le rapport du réviseur d'entreprise et le rapport de gestion 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 27.05. 2014.

UBS Luxembourg Financial Group Asset Management S.A.

Référence de publication: 2014075178/12.

(140088369) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

ATTL Holdings, Société à responsabilité limitée unipersonnelle.

Siège social: L-1528 Luxembourg, 1-3, Boulevard de la Foire.

R.C.S. Luxembourg B 167.359.

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EXTRAIT

En Date du 11 avril 2014, le siège social de la Société a été transféré au 1-3, Boulevard de la Foire, L-1528 Luxembourg.

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

Luxembourg, le 26 mai 2014.

Pour la Société

Maxime Nino

Référence de publication: 2014075252/13.

(140087967) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Tauri Holdings S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2134 Luxembourg, 56, rue Charles Martel.

R.C.S. Luxembourg B 180.884.

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Extrait des résolutions des associés de la société en date du 30 Avril 2014:

- Cornus Moore a démissionné de sa fonction de gérant de classe A de la société avec effet au 6 mai 2014.
- Karen Louise Nordier, ayant pour adresse Bahnhofstrasse 30, CH-6300 Zug, Suisse, est nommée gérante de classe A de la société avec effet au 6 mai 2014 pour une durée indéterminée.

Luxembourg, le 21 mai 2014.

Pour extrait conforme

Pour la société

Un mandataire

Référence de publication: 2014075133/16.

(140087884) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Vac Property One S.à r.l., Société à responsabilité limitée.

Capital social: EUR 5.102.748,00.

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

R.C.S. Luxembourg B 115.405.

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Les comptes annuels au 31 décembre 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 21 mai 2014.

Référence de publication: 2014075189/10.

(140088089) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Techniplas Holdings 1 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1610 Luxembourg, 8-10, avenue de la Gare.

R.C.S. Luxembourg B 185.958.

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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 27 mai 2014.

Référence de publication: 2014075134/10.

(140087726) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Techniplas Holdings 2 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 13.500,00.

Siège social: L-1610 Luxembourg, 8-10, avenue de la Gare.

R.C.S. Luxembourg B 185.959.

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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 27 mai 2014.

Référence de publication: 2014075136/10.

(140087754) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Momentum Managed Funds SICAV-SIF, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 69.469.

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In the year two thousand and fourteen, on the twenty-second of May.

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

Was held

an extraordinary general meeting of shareholders of MOMENTUM MANAGED FUNDS SICAV-SIF, a Société Anonyme qualifying as a Société d'Investissement à Capital Variable - Fonds d'Investissement à Capital Variable, with its registered office at 6C, route de Trèves, L-2633 Senningerberg (the «Company»), incorporated pursuant to a notarial deed on 28 April 1999, published in the Mémorial C Recueil des Sociétés et Associations (the "Mémorial"), number 375 of 26 May 1999, the articles of association of which have been amended for the last time pursuant to a deed of the undersigned notary on 25 October 2011, published in the Mémorial number 2767 of of 14 November 2011.

The Company is registered in the Commercial Register of the city of Luxembourg, section B, under registration number 69469.

The extraordinary general meeting is chaired by Mr. Xavier Rouvière, bank employee, residing professionally in Senningerberg.

The Chairman appoints as secretary Mr Brian Flanagan, bank employee, residing professionally in Senningerberg.

The extraordinary general meeting appoints as scrutineer Mr. Grigore Bobina, bank employee, residing professionally in Senningerberg.

The Chairman declares upon approval by the extraordinary general meeting that:

I All the shares being registered shares the extraordinary general meeting has been convened by notices sent to all the registered shareholders by registered mail on 9 May 2014.

II. The agenda of the extraordinary general meeting is the following:

Agenda

I. Approval of the following modifications to the articles of incorporation of the Company (the "Articles"):

1. Amendment of Article 3 of the Articles:

- Amendment of the 1 st paragraph of Article 3 of the Articles, so as to be read as follows:

"The sole purpose of the Company is to invest the funds available to it in units or shares of UCIs and various transferable securities and other assets authorised by the law with the purpose of spreading investment risks and affording its shareholders the benefits resulting from the investment of its assets."

- Removal of the section "Co-Management and Pooling" from Article 3 of the Articles and insertion of such section in Article 28 of the Articles.

2. Amendment of Article 5 of the Articles:

- Addition of an 8 th paragraph in Article 5 of the Articles, so as to be read as follows:

"The board of directors may establish new Sub-Funds in order to hold a specific pool of assets of an existing Sub-Fund if the board of directors determines that the relevant assets are subject to a prevailing investment impediment, whether concerning illiquidity of the asset, inability to value or for any other reason affecting an asset, subject to the condition that the continued holding in the existing Sub-Fund is likely to cause material financial prejudice to one group of existing shareholders at the expense of another. The board of directors shall convert the requisite number of shares of the existing Sub-Fund into shares of the new Sub-Fund so that shareholders of the existing Sub-Fund obtain a pro-rata shareholding in the new Sub-Fund on the date of asset transfer. Such new Sub-Funds will be closed to applications for subscriptions, conversions and redemptions, but subject to the board of directors retaining the overriding and absolute discretions in relation to the dissolution or winding-up of the new Sub-Fund."

- Addition of a 10 th paragraph in Article 5 of the Articles to provide for the creation of series, so as to be read as follows:

"Within each Sub-Fund, shares may furthermore be issued in series representing all shares issued on any Valuation Date (as defined in the sales documents) in any class of shares."

- Removal of the last paragraph of Article 5 of the Articles.

3. Amendment of Article 6 of the Articles:

Addition of a last paragraph in Article 6 of the Articles, so as to be read as follows:

"The general meeting of shareholders, may also reduce the capital of the Company by cancellation of the shares of any Sub-Fund, class or series and refund to the shareholders of such Sub-Fund, class or series, the full value of the shares of such Sub-Fund, subject, in addition, to the quorum and majority requirements for amendment of the Articles being fulfilled in respect of the shares of such Sub-Fund."

4. Amendment of Article 8 of the Articles:

- Addition of a point 5 to point d) of the second paragraph of Article 8 of the Articles, so as to be read as follows:

"5. despite anything else to the contrary herein contained, the Company shall have the right to withhold any taxes or similar charges that it is legally required to withhold, whether by law or otherwise, in respect of any shareholding in the Company, and shall for the purposes of ascertaining the correct amount of such withholding be entitled to:

i. Require any shareholder or beneficial holder of shares in the Company to promptly furnish such personal details as may be required by the Company in its discretion in order to properly determine the incidence and quantum of such tax withholding.

ii. Divulge any such personal information to any tax or regulatory authority, as may legally be required by such authority, without transgressing any confidentiality restrictions undertaken by the Company or which would otherwise apply pursuant to law or custom.

iii. Withhold the payment of any redemption proceeds payable to a shareholder until it holds sufficient information as provided by the shareholder or third party to enable it to determine the correct amount, in its opinion, to be withheld."

- Modification of the 7 th paragraph of Article 8 of the Articles, so as to be read as follows:

"Whenever used in these Articles, the term "U.S. Person" means a person as defined as such in Regulation S of the US Securities Act of 1933 and this definition shall be deemed to also include:

i. any US persons that would fall within the ambit of the withholding tax and/or reporting requirements envisaged under the US Foreign Account Tax Compliance Act legislated under Hiring Incentives to Restore Employment Act, as all the aforesaid acts may be amended or varied from time to time.

ii. With respect to persons other than individuals (i) a corporation or partnership or other entity created or organised in the US or under the laws of the US or any state thereof; (ii) a trust where (a) a US court is able to exercise primary jurisdiction over the trust and (b) one or more US fiduciaries have the authority to control all substantial decisions of the trust and (iii) an estate (a) which is subject to US tax on its worldwide income from all sources; or (b) for which any US Person acting as executor or administrator has sole investment discretion with respect to the assets of the estate and which is not governed by foreign law.

The term US Person also means any entity organised principally for passive investment such as a commodity pool, investment company or other similar entity (other than a pension plan for the employees, officers or principals of any entity organised and with its principal place of business outside the US) which has as a principal purpose the facilitating of investment by a US Person in a commodity pool with respect to which the operator is exempt from certain requirements of part 4 of the US States Commodity Futures Trading Commission by virtue of its participants being non-US Persons."

5. Amendment of Article 9 of the Articles, so as to be read as follows:

" **Art. 9. Net asset value.** The net asset value per share of each class of each Sub-Fund, in each series as the case may be, shall be determined from time to time, but in no instance less than once a month, in Luxembourg, under the responsibility of the Company's board of directors (the date of determination of net asset value is referred to in these Articles of Incorporation as the «Valuation Date»).

The net asset value per share of each class of each Sub-Fund or of each series as the case may be, shall be expressed in the Share Currency or any such other currency as the board of directors shall from time to time determine. The Net Asset Value of each Sub-Fund shall be determined in respect of each Valuation Date by dividing the net assets of the Company corresponding to each class/series within a Sub-Fund (assets of each class/series within the Sub-Fund minus liabilities attributable to each class/series within the Sub-Fund), by the number of shares outstanding and shall be rounded up or down to the nearest whole cent or to the nearest whole unit of the currency in which the Net Asset Value of the relevant shares or series is calculated. If, since the last Valuation Date there has been a material change in the quotations on the stock exchanges or markets on which a substantial portion of the investments of the Company attributable to a particular Sub-Fund are quoted or dealt in, the Company may, in order to safeguard the interests of the shareholders and the Company, cancel the first valuation and carry out a second valuation in which case all relevant subscription and redemption requests will be dealt with on the basis of that second valuation.

The net assets of the different Sub-Funds shall be estimated in the following manner:

In particular, the Company's assets shall include:

1. all cash at hand and on deposit, in whatever currency, including interest due but not yet collected and interest accrued on these deposits up to the Valuation Date.

2. all bills and demand notes and accounts receivable (including the results of the sale of securities whose proceeds have not yet been received).

3. all securities, units, shares, debt securities, option or subscription rights and other investment and transferable securities owned by the Company.

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

5. all interest due but not yet collected and all interest yielded up to the Valuation Date by the securities owned by the Company, unless this interest is included in the principal amount of such securities.

6. the attributable incorporation expenses of the Company, insofar as they have not yet been amortized.

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

The value of these assets shall be determined as follows:

a) The value of cash at hand and on deposit, bills and demand notes and accounts receivable, prepaid expenses and dividends and interest declared or due but not yet collected, shall be deemed to be the full value thereof, unless it is unlikely that such values are received in full, in which case, the value thereof will be determined by deducting such amount the Company considers appropriate to reflect the true value thereof.

b) The valuation of any security listed or traded on an official stock exchange or any other regulated market operating regularly, recognized and open to the public is based on the last quotation known in Luxembourg on the Valuation Date or the latest available closing price, as applicable, and, if this security is traded on several markets, on the basis of the last price known on the market considered to be the main market for trading this security, or the market deemed most appropriate by the board of directors, or the latest available closing price, as applicable.

c) Options and futures contracts are valued at the last available price on the market where any such option or futures contract is principally traded, provided that if a futures or options contract could not be liquidated on the day with respect to which net assets are being determined, the basis for determining the liquidating value of such contract shall be such

value as the board of directors may deem fair and reasonable. The liquidating value of futures and options contracts not traded on a regulated market shall mean their net liquidating value, determined pursuant to the policies established by the board of directors on a basis consistently applied for each different variety of contracts.

d) Index, financial instrument related or interest rate swaps will be valued at their market value established by reference to the applicable index, financial instrument or interest rate curve, which is subject to parameters such as the level of the index, the interest rates, the equity dividend yields and the estimated index volatility.

e) Forward currency contracts are valued at their respective fair market values determined on the basis of prices supplied by independent sources.

f) Total return swaps will be valued at fair value under procedures approved by the board of directors. As such swaps are not exchange-traded, but are private contracts into which the Company and a swap counterparty enter as principals, the data inputs for valuation models are usually established by reference to active markets. However it is possible that such market data will not be available for total return swaps near the Valuation Date. Where such markets inputs are not available, quoted market data for similar instruments (e.g. a different underlying instrument for the same or a similar reference entity) may be used provided that appropriate adjustments are made to reflect any differences between total return swaps being valued and the similar financial instrument for which a price is available. Market input data and prices may be sourced from exchanges, a broker, an external pricing agency or a counterparty.

If no such market input data is available, total return swaps will be valued at their fair value pursuant to a valuation method adopted by the board of directors which shall be a valuation method widely accepted as good market practice (i.e. used by active participants on setting prices in the market place or which has demonstrated to provide reliable estimate of market prices) provided that adjustments that the board of directors may deem fair and reasonable be made. The Company's auditor will review the appropriateness of the valuation methodology used in valuing total return swaps.

In any event the Company will always value total return swaps on an arms-length basis.

g) All swaps other than the ones referred to under the bullet points above will be valued at fair value, as determined in good faith pursuant to procedures established by the board of directors.

h) Money market instruments not listed or traded on any market or any other regulated market and with a remaining maturity of less than twelve months is deemed to be the nominal value thereof, increased by any interest accrued thereon.

i) Securities not listed or traded on a regulated market shall be assessed on the basis of the probable realization value estimated with prudence and in good faith, pursuant to a procedure determined by the board of directors in good faith.

j) Currency holdings are valued on the basis of prices and cross currency rates supplied by reputable and independent pricing sources. Securities expressed in a currency other than the share currency concerned shall be converted on the basis of the rate of exchange ruling on the relevant Valuation Date.

k) Investments in open-ended UCIs, and in particular shares of Master Funds, are valued on basis of the last official net asset value known in Luxembourg at the time of calculating the Net Asset Value of the relevant Sub-Fund. Investments subject to bid and offer prices are valued at their mid-price.

l) All other securities and other assets, including money market instruments held by the Company with a remaining maturity of twelve months or more, will be valued at fair market value as determined in good faith pursuant to the procedures established by the board of directors.

The board of directors 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 of the Company.

In addition, the board of directors has an overriding discretion where the pricing or valuation of any asset or currency, referred to above, is in its opinion not available or representative for any reason (including disruption, turmoil or distortion within the applicable market), to determine and implement alternative pricing and valuation methods for such asset or currency provided it acts in good faith and according to procedures determined by it.

II. In particular, the Company's commitments shall include:

1. all borrowings, bills matured and accounts due.

2. all liabilities known, whether matured or not, including all matured contractual obligations that involve payments in cash or in kind (including the amount of dividends declared by the Company but not yet paid).

3. all reserves, authorized or approved by the board of directors, in particular those that have been built up to face a possible depreciation on some of the Company's investments.

4. all of the Company's other liabilities, of whatever nature with the exception of those represented by shares in the Company. To assess the amount of these other liabilities, the Company shall take into account all expenditures to be borne by it, including if applicable and without any limitation, incorporation expenses and costs for subsequent amendments to the Articles of Incorporation, fees and expenses payable to the investment manager, accountant, custodian and correspondent agents, domiciliary agent, administrative agent, transfer agent, paying agent, listing agent, any other service provider of the Company or other mandatories and employees of the Company, as well as the permanent representatives of the Company in countries where it is subject to registration, the costs for legal assistance and for the auditing of the Company's annual reports, advertising costs, the cost of printing and publishing the documents prepared in order to promote the sale of shares, the costs of printing the annual and semi-annual reports, the costs of translating (where necessary) the semi-annual report and accounts, the annual audited report and accounts and all prospectuses, the costs

of printing certificates or confirmations of registration, the cost of convening and holding Shareholders' and board of directors' meetings, reasonable traveling expenses of directors and managers, directors' fees, the costs of registration statements (and maintaining the registration of the Company with governmental agencies or stock exchanges to permit the sales of the Company's shares), all taxes and duties charged by governmental authorities, stock exchanges and markets, fiscal and governmental charges or duties in respect of or in connection with the acquisition, holding or disposal of any of the assets of the Company or relating to the redemption, sale, issue, transfer, redemption or conversion by the Company of shares and of paying dividends or making other distributions thereon, the costs of publishing the issue and redemption prices as well as any other running costs, including financial, banking and brokerage expenses incurred when buying or selling assets or otherwise and all other costs relating to the Company's activities. To assess the amount of these liabilities, the Company shall take into account, prorata temporis, the administrative and other expenses with a regular or periodical nature.

As regards relations between shareholders, each Sub-Fund is treated as a separate legal entity, generating without restrictions its own contributions, capital losses, fees and expenses. The Company constitutes one single legal entity; however, with regard to third parties, in particular towards the Company's creditors, each Sub-Fund shall be exclusively responsible for all liabilities attributable to it.

The assets, liabilities, expenses and costs that cannot be allotted to one Share Class within one Sub-Fund will be charged to the different shares Classes of the relevant Sub-Funds in equal parts or, as far as it is justified by the concerned amounts, proportionally to their respective net assets.

III. Each of the Company's shares in the process of being redeemed shall be considered as a share issued and existing until the close of business on the Valuation Date applicable to the redemption of this share and its price shall be considered as a liability of the Company as from the close of business on this date and, until the price has been paid.

Each share to be issued by the Company in accordance with the subscription applications received, shall, subject to full payment, be considered as issued as from the close of business on the Valuation Date of its issue price and its price shall be considered as an amount owed to the Company until the latter has received it.

IV. As far as possible, all investments and disinvestments decided by the Company up to the Valuation Date shall be taken into account."

6. Amendment of Article 10 of the Articles:

- Amendment of the 8 th paragraph of Article 10 of the Articles, so as to be read as follows:

"The board of directors may impose restrictions on the frequency at which shares may be redeemed in any class or series of shares; the board of directors may, in particular, decide that shares of any class shall only be redeemed on such Valuation date (each a "Redemption Day" and together "Redemption Days") as provided in the sales documents for the shares of the Company. The board of directors may otherwise impose restrictions on redemptions in a manner disclosed in the sales documents of the Company."

- Addition of a second to last paragraph in Article 10 of the Articles, so as to be read as follows:

"The board of directors may otherwise impose conversions from and into the new Sub-Funds created to hold assets subject to impediments in compliance with Article 5 hereof."

7. Amendment of Article 11 of the Articles, so as to be read as follows:

" **Art. 11. Suspension of the calculation of net asset value, of the issuing, redemption and converting of shares.** The board of directors is authorised to temporarily suspend the calculation of the Net Asset Value of one or more Sub-Funds or share classes, as well as issues, redemptions and conversions of shares in the following instances:

(a) For any period during which a market which is the main market on which a substantial portion of the affected Sub-Fund's investments is listed at a given time, is closed, except in the case of regular closing days, or for days during which trading is considerably restricted or suspended.

(b) When the political, economic, military, monetary, social or geographical situation, or Act of God beyond the Company's responsibility or control, make it impossible to dispose of one, some or all of its assets through reasonable and normal channels, without seriously harming the interests of shareholders.

(c) For any period that an applicable Reference, Share or Sub-Fund Currency has, in the Board's opinion, been disrupted or distorted by economic, social, political, geographical or other events having a financial impact which is adverse to the interests of affected shareholders.

(d) During any breakdown in communications normally used to determine the value of any of the Company's investments or current prices on any market or stock exchange or if, for any reason, the value of any important part of the assets of the Company may not be determined as rapidly and accurately as required.

(e) Whenever exchange or capital movement restrictions prevent the execution of transactions on behalf of the Company or in case redemption and sale transactions of the Company's assets are not realizable at normal exchange rates.

(f) If as a result of the commission of insider dealing, market abuse, market-timing or other improper conduct affecting the Shares or underlying assets of a Sub-Fund, the interests of shareholders are substantially at risk of being prejudiced.

(g) If the board of directors so decides, as soon as a meeting is called during which the liquidation of the Company or a Sub-Fund shall be put forward.

(h) During the existence of any state of affairs, excluding any breakdown of a data processing system, used by the Administrator, to calculate the Share prices of the Sub-Fund or class, which constitutes an emergency in the opinion of the board of directors as a result of which the issue and, if applicable, redemption or conversion prices cannot be fairly calculated.

(i) In the case where it is impossible to determine the price of units or shares in any sub-fund of an open-ended UCI in which the relevant Sub-Fund of the Company has a holding that forms a significant part of its portfolio.

(j) In relation to the relevant affected assets, in the case of a Sub-Fund for which the board of directors has required that a side pocket Sub-Fund be established.

Any such suspension shall be published, if appropriate, by the Company and may be notified to shareholders having made an application for subscription, conversion or redemption of shares for which the calculation of the net asset value has been suspended.

Such suspension as to any Sub-Fund or any class of shares shall have no effect on the calculation of the net asset value per Sub-Fund or per share, the issue, conversion and redemption of shares of any other class of shares if the assets within such other class of shares are not affected to the same extent by the same circumstances.

Any request for subscription, conversion or redemption may be revocable (i) with the approval of the board of directors or (ii) in the event of a suspension of the calculation of the net asset value, in which case shareholders may give notice that they wish to withdraw their application. If no such notice is received by the Company, such application will be dealt with on the first Valuation Day, as determined for each class of shares, following the end of the period of suspension.

In exceptional circumstances relating to a significant subscription, redemption or conversion of shares, or to a lack of liquidity of, or price distortion in, the relevant markets or instruments, that may have a negative effect on the interests of shareholders, the board of directors reserves the right to set the Net Asset Value of the shares of any Sub-Fund or Class only after carrying out the requisite redemptions and/or sales of instruments and/or securities, on behalf of the relevant Sub-Fund or Class. In that case, the subscriptions, redemptions and conversions that are in the process of simultaneous execution will be executed on the basis of a single Net Asset Value."

8. Amendment of Article 12 of the Articles, so as to be read as follows:

" **Art. 12. Generalities.** Any regularly constituted meeting of shareholders of the Company shall represent all the Company's shareholders registered in the register of shareholders on the 5 th day prior to the date of the meeting at such date as stipulated in the sales documents of the Company. If the Company has only one single shareholder, such shareholder shall exercise the powers of the general meeting of shareholders. The resolutions of the general meeting of shareholders shall be binding upon all shareholders of the Company regardless of the class of shares held by them. It has the broadest powers to organize, carry out or ratify all actions relating to the Company's transactions."

9. Amendment of Article 23 of the Articles, so as to be read as follows:

" **Art. 23. Powers of the board of directors.** The board of directors is vested with the broadest powers to perform all acts of disposition and administration within the Company's purpose, in compliance with the investment policy as determined in Article 28 hereof, including all ancillary and incidental powers necessary to give effect to any powers and entitlement herein conferred upon it. The Company may avail itself of all authorities, dispensations or concessions to the maximum extent permitted by Luxembourg law and the Luxembourg supervisory authority, and without having to amend its sales documents or prospectus save where the interests of shareholders will be better safeguarded by such amendment and where required by the law, Luxembourg regulations or the Luxembourg supervisory authority.

All powers not expressly reserved by law or by the present Articles to the general meeting of shareholders are in the competence of the board of directors."

10. Addition of a last paragraph in Article 25 of the Articles, so as to be read as follows:

"The directors shall not be authorised to provide an indemnity which would be prohibited or rendered void by any applicable provisions under Luxembourg law."

11. Addition of a 5 th paragraph in Article 28 of the Articles, so as to be read as follows:

"Co-Management and Pooling

For the purpose of efficient management the board of directors may decide to pool one or more Sub-Funds with other Sub-Funds of the Company or to co-manage all or part of the assets, with the exception of a cash reserve, if necessary, of either one or more Sub-Funds with other Sub-Funds of the Company or to co-manage all or part of the assets, with the exception of cash reserve, if necessary of either one or more Sub-Funds of Company with assets of other Luxembourg investment funds or one or more sub-funds of other Luxembourg investment funds (hereinafter the "Party(ies) to the Co-Managed Assets") for which the Custodian of the Company has been appointed as Custodian Bank. Assets shall be co-managed in accordance with the respective investment policy of the relevant Parties to the Co-Managed Assets, each of which being identical or comparable in their objectives.

The most restrictive investment restrictions and policies of all the participating Parties to the Co-Managed Assets shall prevail.

Each Party to the Co-Managed Assets will participate in the relevant Co-Managed Assets in proportion to the assets contributed thereto by it. Pro rata to their contribution to the Co-Managed Assets, the assets will be attributed to the Party to the Co-Managed Assets concerned. The entitlements of each participating Party to the Co-Managed Assets apply to each and every line of the investments of such Co-Managed Assets.

Any such Co-Managed Assets shall be formed by the transfer of cash or other assets, whenever appropriate, from each of the participating Parties to the Co-Managed Assets. Thereafter, the board of directors may from time to time make further transfers to the Co-Managed Assets. Assets may also be transferred back to a participating Party to the Co-Managed Assets up to the amount of the participation of the Party to the Co-Managed Assets concerned.

Dividends, interest and other distributions of any income nature earned in respect of the Co-Managed Assets will be applied to the Party to the Co-Managed Assets concerned, in proportion to its respective participation. Such income may be kept at the level of the participating Party to the Co-Managed Assets or reinvested in the Co-Managed Assets.

Any costs and expenses incurred in respect of the Co-Managed Assets will be applied to such Co-Managed Assets. Such costs and expenses will be attributed to the Party to the Co-Managed Assets concerned in proportion to the respective entitlements of the Party in the Co-Managed Assets.

In the case that a breach of investment restrictions occurs at the Sub-Fund level of the Company when such Sub-Fund is participating in the Co-Managed Assets and even though the Investment Manager complied with the investment restrictions effected on said Co-Managed Assets, the board of directors of the Company will ask the Investment Manager to reduce the investment in breach, in proportion to the participation of the concerned Sub-Fund participating in the Co-Managed Assets.

Upon the dissolution of the Company, or whenever the board of directors decides -without prior notice- to withdraw the participation of the Company or a Sub-Fund of the Company from the Co-Managed Assets, the Co-Managed Assets will be allocated to the participating Parties to the Co-Managed Assets in proportion to their respective participation in the Co-Managed Assets.

The investor should be aware that such Co-Managed Assets are used solely for effective management purposes, provided that all participating Parties to the Co-Managed assets have the same Custodian Bank. Co-Managed Assets do not constitute legal entities and are not directly accessible to investors. However, the assets and liabilities of each of the Sub-Funds of the Company will be segregated and identified at all times."

12. Amendment of Article 35 of the Articles, so as to be read as follows:

Modification of the 4 th paragraph of Article 35 of the Articles, so as to be read as follows:

"Assets which may not be distributed to their beneficiaries upon the implementation of the redemption will be deposited with the Caisse de Consignations in Luxembourg."

- Modification of the 6 th paragraph of Article 35 of the Articles, so as to be read as follows:

"Contribution to another Sub-Fund within the SICAV or to another undertaking for collective investment established under Luxembourg law

Under the same circumstances as provided by the first paragraph of this Article, the board of directors may decide to contribute the assets of one or several Sub-Fund(s) to one or several Sub-Fund(s) within the Company or to one or several other sub-funds of another UCI organized under the provisions of the 2010 Law or under the 2007 Law (the "new Fund") and to redesignate the shares of the class or classes concerned as shares of another class (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to shareholders). Such decision will be published in the same manner as described in the second paragraph of this Article one month before its effectiveness (and, in addition, the publication will contain information in relation to the new Fund), in order to enable shareholders to request redemption of their shares, free of charge, during such period."

- Addition of three paragraphs at the end of Article 35 of the Articles, so as to be read as follows:

"Contribution by a Luxembourg or foreign undertaking for collective investment

Notwithstanding the above, the board of directors is competent to decide on the absorption of the assets of one or several sub-fund(s) of a Luxembourg or foreign UCI by one or several Sub-Fund(s) of the Company.

Amalgamation of a Class or Series with another Class or Series

A termination of a class or series may, if approved by the board of directors, be combined with or substituted for the amalgamation of one or several classes or series within the Company in a manner described in the sales documents of the Company.

Division of Sub-Funds

In the event that the board of directors believes it would be in the interests of the shareholders of the relevant Sub-Fund or that a change in the economic or political situation relating to the Sub-Fund concerned would justify it, or in cases disclosed in the sales documents of the Company, the board of directors may decide to reorganise a Sub-Fund by dividing it into two or more Sub-Funds, in a manner described in the sales documents of the Company."

13. Replacement of the term "repurchase" or "purchase", as the case may be, by "redemption" throughout the Articles.

14. Reference to series throughout the Articles as the case may be.

II. Additional minor changes

Approval of all other minor amendments, including any format and stylistic changes as duly reflected in the draft articles of incorporation submitted previously to the shareholders.

III. Miscellaneous

III. In order to be able to deliberate validly on the agenda, the extraordinary general meeting will require a quorum of at least fifty percent (50%) of the capital to be present or represented. The resolutions will be adopted if approved by two thirds (2/3) of the votes validly cast at the extraordinary general meeting. Votes cast will not include votes attached to shares in respect of which the shareholder has not taken part in the vote or has abstained or has returned a blank or invalid vote.

IV. The shareholders present or represented, the proxies of the represented shareholders and the number of their shares are shown on an attendance list, this attendance list, signed by the shareholders, the proxies of the represented shareholders and by the Bureau, will remain annexed to the present deed to be filed at the same time with the registration authorities.

The proxies of the represented shareholders, initialled "ne varietur" by the appearing parties will also remain annexed to the present deed.

V. It appears from the attendance list that, out of 9,851,079.45 shares in issue, 8,734,857 shares are present or represented at the Meeting, representing more than half of the Company's capital.

VI That, as a result of the foregoing, the present Meeting is regularly constituted and may validly deliberate on the following resolutions:

After deliberation, The extraordinary general meeting takes unanimously the following resolutions:

First resolution

The meeting decides to amend the Articles of Incorporation of the Company as follows:

1. Amendment of the 1 st paragraph of Article 3 of the Articles, so as to be read as follows:

"The sole purpose of the Company is to invest the funds available to it in units or shares of UCIs and various transferable securities and other assets authorised by the law with the purpose of spreading investment risks and affording its shareholders the benefits resulting from the investment of its assets."

2. Removal of the section "Co-Management and Pooling" from Article 3 of the Articles and insertion of such section in Article 28 of the Articles.

3. Addition of an 8 th paragraph in Article 5 of the Articles, so as to be read as follows:

"The board of directors may establish new Sub-Funds in order to hold a specific pool of assets of an existing Sub-Fund if the board of directors determines that the relevant assets are subject to a prevailing investment impediment, whether concerning illiquidity of the asset, inability to value or for any other reason affecting an asset, subject to the condition that the continued holding in the existing Sub-Fund is likely to cause material financial prejudice to one group of existing shareholders at the expense of another. The board of directors shall convert the requisite number of shares of the existing Sub-Fund into shares of the new Sub-Fund so that shareholders of the existing Sub-Fund obtain a pro-rata shareholding in the new Sub-Fund on the date of asset transfer. Such new Sub-Funds will be closed to applications for subscriptions, conversions and redemptions, but subject to the board of directors retaining the overriding and absolute discretions in relation to the dissolution or winding-up of the new Sub-Fund."

4. Addition of a 10 th paragraph in Article 5 of the Articles to provide for the creation of series, so as to be read as follows:

"Within each Sub-Fund, shares may furthermore be issued in series representing all shares issued on any Valuation Date (as defined in the sales documents) in any class of shares."

5. Removal of the last paragraph of Article 5 of the Articles.

6. Addition of a last paragraph in Article 6 of the Articles, so as to be read as follows:

"The general meeting of shareholders, may also reduce the capital of the Company by cancellation of the shares of any Sub-Fund, class or series and refund to the shareholders of such Sub-Fund, class or series, the full value of the shares of such Sub-Fund, subject, in addition, to the quorum and majority requirements for amendment of the Articles being fulfilled in respect of the shares of such Sub-Fund."

7. Addition of a point 5 to point d) of the second paragraph of Article 8 of the Articles, so as to be read as follows:

"5. despite anything else to the contrary herein contained, the Company shall have the right to withhold any taxes or similar charges that it is legally required to withhold, whether by law or otherwise, in respect of any shareholding in the Company, and shall for the purposes of ascertaining the correct amount of such withholding be entitled to:

i. Require any shareholder or beneficial holder of shares in the Company to promptly furnish such personal details as may be required by the Company in its discretion in order to properly determine the incidence and quantum of such tax withholding.

ii. Divulge any such personal information to any tax or regulatory authority, as may legally be required by such authority, without transgressing any confidentiality restrictions undertaken by the Company or which would otherwise apply pursuant to law or custom.

iii. Withhold the payment of any redemption proceeds payable to a shareholder until it holds sufficient information as provided by the shareholder or third party to enable it to determine the correct amount, in its opinion, to be withheld."

8. Modification of the 7 th paragraph of Article 8 of the Articles, so as to be read as follows:

"Whenever used in these Articles, the term "U.S. Person" means a person as defined as such in Regulation S of the US Securities Act of 1933 and this definition shall be deemed to also include:

iii. any US persons that would fall within the ambit of the withholding tax and/or reporting requirements envisaged under the US Foreign Account Tax Compliance Act legislated under Hiring Incentives to Restore Employment Act, as all the aforesaid acts may be amended or varied from time to time.

iv. With respect to persons other than individuals (i) a corporation or partnership or other entity created or organised in the US or under the laws of the US or any state thereof; (ii) a trust where (a) a US court is able to exercise primary jurisdiction over the trust and (b) one or more US fiduciaries have the authority to control all substantial decisions of the trust and (iii) an estate (a) which is subject to US tax on its worldwide income from all sources; or (b) for which any US Person acting as executor or administrator has sole investment discretion with respect to the assets of the estate and which is not governed by foreign law.

The term US Person also means any entity organised principally for passive investment such as a commodity pool, investment company or other similar entity (other than a pension plan for the employees, officers or principals of any entity organised and with its principal place of business outside the US) which has as a principal purpose the facilitating of investment by a US Person in a commodity pool with respect to which the operator is exempt from certain requirements of part 4 of the US States Commodity Futures Trading Commission by virtue of its participants being non-US Persons."

9. Amendment of Article 9 of the Articles, so as to be read as follows:

" **Art. 9. Net asset value.** The net asset value per share of each class of each Sub-Fund, in each series as the case may be, shall be determined from time to time, but in no instance less than once a month, in Luxembourg, under the responsibility of the Company's board of directors (the date of determination of net asset value is referred to in these Articles of Incorporation as the «Valuation Date»).

The net asset value per share of each class of each Sub-Fund or of each series as the case may be, shall be expressed in the Share Currency or any such other currency as the board of directors shall from time to time determine. The Net Asset Value of each Sub-Fund shall be determined in respect of each Valuation Date by dividing the net assets of the Company corresponding to each class/series within a Sub-Fund (assets of each class/series within the Sub-Fund minus liabilities attributable to each class/series within the Sub-Fund), by the number of shares outstanding and shall be rounded up or down to the nearest whole cent or to the nearest whole unit of the currency in which the Net Asset Value of the relevant shares or series is calculated. If, since the last Valuation Date there has been a material change in the quotations on the stock exchanges or markets on which a substantial portion of the investments of the Company attributable to a particular Sub-Fund are quoted or dealt in, the Company may, in order to safeguard the interests of the shareholders and the Company, cancel the first valuation and carry out a second valuation in which case all relevant subscription and redemption requests will be dealt with on the basis of that second valuation.

The net assets of the different Sub-Funds shall be estimated in the following manner:

In particular, the Company's assets shall include:

1. all cash at hand and on deposit, in whatever currency, including interest due but not yet collected and interest accrued on these deposits up to the Valuation Date.

2. all bills and demand notes and accounts receivable (including the results of the sale of securities whose proceeds have not yet been received).

3. all securities, units, shares, debt securities, option or subscription rights and other investment and transferable securities owned by the Company.

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

5. all interest due but not yet collected and all interest yielded up to the Valuation Date by the securities owned by the Company, unless this interest is included in the principal amount of such securities.

6. the attributable incorporation expenses of the Company, insofar as they have not yet been amortized.

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

The value of these assets shall be determined as follows:

a) The value of cash at hand and on deposit, bills and demand notes and accounts receivable, prepaid expenses and dividends and interest declared or due but not yet collected, shall be deemed to be the full value thereof, unless it is unlikely that such values are received in full, in which case, the value thereof will be determined by deducting such amount the Company considers appropriate to reflect the true value thereof.

b) The valuation of any security listed or traded on an official stock exchange or any other regulated market operating regularly, recognized and open to the public is based on the last quotation known in Luxembourg on the Valuation Date or the latest available closing price, as applicable, and, if this security is traded on several markets, on the basis of the last price known on the market considered to be the main market for trading this security, or the market deemed most appropriate by the board of directors, or the latest available closing price, as applicable.

c) Options and futures contracts are valued at the last available price on the market where any such option or futures contract is principally traded, provided that if a futures or options contract could not be liquidated on the day with respect to which net assets are being determined, the basis for determining the liquidating value of such contract shall be such value as the board of directors may deem fair and reasonable. The liquidating value of futures and options contracts not traded on a regulated market shall mean their net liquidating value, determined pursuant to the policies established by the board of directors on a basis consistently applied for each different variety of contracts.

d) Index, financial instrument related or interest rate swaps will be valued at their market value established by reference to the applicable index, financial instrument or interest rate curve, which is subject to parameters such as the level of the index, the interest rates, the equity dividend yields and the estimated index volatility.

e) Forward currency contracts are valued at their respective fair market values determined on the basis of prices supplied by independent sources.

f) Total return swaps will be valued at fair value under procedures approved by the board of directors. As such swaps are not exchange-traded, but are private contracts into which the Company and a swap counterparty enter as principals, the data inputs for valuation models are usually established by reference to active markets. However it is possible that such market data will not be available for total return swaps near the Valuation Date. Where such markets inputs are not available, quoted market data for similar instruments (e.g. a different underlying instrument for the same or a similar reference entity) may be used provided that appropriate adjustments are made to reflect any differences between total return swaps being valued and the similar financial instrument for which a price is available. Market input data and prices may be sourced from exchanges, a broker, an external pricing agency or a counterparty.

If no such market input data is available, total return swaps will be valued at their fair value pursuant to a valuation method adopted by the board of directors which shall be a valuation method widely accepted as good market practice (i.e. used by active participants on setting prices in the market place or which has demonstrated to provide reliable estimate of market prices) provided that adjustments that the board of directors may deem fair and reasonable be made. The Company's auditor will review the appropriateness of the valuation methodology used in valuing total return swaps.

In any event the Company will always value total return swaps on an arms-length basis.

g) All swaps other than the ones referred to under the bullet points above will be valued at fair value, as determined in good faith pursuant to procedures established by the board of directors.

h) Money market instruments not listed or traded on any market or any other regulated market and with a remaining maturity of less than twelve months is deemed to be the nominal value thereof, increased by any interest accrued thereon.

i) Securities not listed or traded on a regulated market shall be assessed on the basis of the probable realization value estimated with prudence and in good faith, pursuant to a procedure determined by the board of directors in good faith.

j) Currency holdings are valued on the basis of prices and cross currency rates supplied by reputable and independent pricing sources. Securities expressed in a currency other than the share currency concerned shall be converted on the basis of the rate of exchange ruling on the relevant Valuation Date.

k) Investments in open-ended UCIs, and in particular shares of Master Funds, are valued on basis of the last official net asset value known in Luxembourg at the time of calculating the Net Asset Value of the relevant Sub-Fund. Investments subject to bid and offer prices are valued at their mid-price.

l) All other securities and other assets, including money market instruments held by the Company with a remaining maturity of twelve months or more, will be valued at fair market value as determined in good faith pursuant to the procedures established by the board of directors.

The board of directors 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 of the Company.

In addition, the board of directors has an overriding discretion where the pricing or valuation of any asset or currency, referred to above, is in its opinion not available or representative for any reason (including disruption, turmoil or distortion within the applicable market), to determine and implement alternative pricing and valuation methods for such asset or currency provided it acts in good faith and according to procedures determined by it.

II. In particular, the Company's commitments shall include:

1. all borrowings, bills matured and accounts due.

2. all liabilities known, whether matured or not, including all matured contractual obligations that involve payments in cash or in kind (including the amount of dividends declared by the Company but not yet paid).

3. all reserves, authorized or approved by the board of directors, in particular those that have been built up to face a possible depreciation on some of the Company's investments.

4. all of the Company's other liabilities, of whatever nature with the exception of those represented by shares in the Company. To assess the amount of these other liabilities, the Company shall take into account all expenditures to be

borne by it, including if applicable and without any limitation, incorporation expenses and costs for subsequent amendments to the Articles of Incorporation, fees and expenses payable to the investment manager, accountant, custodian and correspondent agents, domiciliary agent, administrative agent, transfer agent, paying agent, listing agent, any other service provider of the Company or other mandatories and employees of the Company, as well as the permanent representatives of the Company in countries where it is subject to registration, the costs for legal assistance and for the auditing of the Company's annual reports, advertising costs, the cost of printing and publishing the documents prepared in order to promote the sale of shares, the costs of printing the annual and semi-annual reports, the costs of translating (where necessary) the semi-annual report and accounts, the annual audited report and accounts and all prospectuses, the costs of printing certificates or confirmations of registration, the cost of convening and holding Shareholders' and board of directors' meetings, reasonable traveling expenses of directors and managers, directors' fees, the costs of registration statements (and maintaining the registration of the Company with governmental agencies or stock exchanges to permit the sales of the Company's shares), all taxes and duties charged by governmental authorities, stock exchanges and markets, fiscal and governmental charges or duties in respect of or in connection with the acquisition, holding or disposal of any of the assets of the Company or relating to the redemption, sale, issue, transfer, redemption or conversion by the Company of shares and of paying dividends or making other distributions thereon, the costs of publishing the issue and redemption prices as well as any other running costs, including financial, banking and brokerage expenses incurred when buying or selling assets or otherwise and all other costs relating to the Company's activities. To assess the amount of these liabilities, the Company shall take into account, prorata temporis, the administrative and other expenses with a regular or periodical nature.

As regards relations between shareholders, each Sub-Fund is treated as a separate legal entity, generating without restrictions its own contributions, capital losses, fees and expenses. The Company constitutes one single legal entity; however, with regard to third parties, in particular towards the Company's creditors, each Sub-Fund shall be exclusively responsible for all liabilities attributable to it.

The assets, liabilities, expenses and costs that cannot be allotted to one Share Class within one Sub-Fund will be charged to the different shares Classes of the relevant Sub-Funds in equal parts or, as far as it is justified by the concerned amounts, proportionally to their respective net assets.

III. Each of the Company's shares in the process of being redeemed shall be considered as a share issued and existing until the close of business on the Valuation Date applicable to the redemption of this share and its price shall be considered as a liability of the Company as from the close of business on this date and, until the price has been paid.

Each share to be issued by the Company in accordance with the subscription applications received, shall, subject to full payment, be considered as issued as from the close of business on the Valuation Date of its issue price and its price shall be considered as an amount owed to the Company until the latter has received it.

IV. As far as possible, all investments and disinvestments decided by the Company up to the Valuation Date shall be taken into account."

10. Amendment of the 8 th paragraph of Article 10 of the Articles, so as to be read as follows:

"The board of directors may impose restrictions on the frequency at which shares may be redeemed in any class or series of shares; the board of directors may, in particular, decide that shares of any class shall only be redeemed on such Valuation date (each a "Redemption Day" and together "Redemption Days") as provided in the sales documents for the shares of the Company. The board of directors may otherwise impose restrictions on redemptions in a manner disclosed in the sales documents of the Company."

11. Addition of a second to last paragraph in Article 10 of the Articles, so as to be read as follows:

"The board of directors may otherwise impose conversions from and into the new Sub-Funds created to hold assets subject to impediments in compliance with Article 5 hereof."

12. Amendment of Article 11 of the Articles, so as to be read as follows:

" **Art. 11. Suspension of the calculation of net asset value, of the issuing, redemption and converting of shares.** The board of directors is authorised to temporarily suspend the calculation of the Net Asset Value of one or more Sub-Funds or share classes, as well as issues, redemptions and conversions of shares in the following instances:

(a) For any period during which a market which is the main market on which a substantial portion of the affected Sub-Fund's investments is listed at a given time, is closed, except in the case of regular closing days, or for days during which trading is considerably restricted or suspended.

(c) When the political, economic, military, monetary, social or geographical situation, or Act of God beyond the Company's responsibility or control, make it impossible to dispose of one, some or all of its assets through reasonable and normal channels, without seriously harming the interests of shareholders.

(c) For any period that an applicable Reference, Share or Sub-Fund Currency has, in the Board's opinion, been disrupted or distorted by economic, social, political, geographical or other events having a financial impact which is adverse to the interests of affected shareholders.

(d) During any breakdown in communications normally used to determine the value of any of the Company's investments or current prices on any market or stock exchange or if, for any reason, the value of any important part of the assets of the Company may not be determined as rapidly and accurately as required.

(e) Whenever exchange or capital movement restrictions prevent the execution of transactions on behalf of the Company or in case redemption and sale transactions of the Company's assets are not realizable at normal exchange rates.

(f) If as a result of the commission of insider dealing, market abuse, market-timing or other improper conduct affecting the Shares or underlying assets of a Sub-Fund, the interests of shareholders are substantially at risk of being prejudiced.

(g) If the board of directors so decides, as soon as a meeting is called during which the liquidation of the Company or a Sub-Fund shall be put forward.

(h) During the existence of any state of affairs, excluding any breakdown of a data processing system, used by the Administrator, to calculate the Share prices of the Sub-Fund or class, which constitutes an emergency in the opinion of the board of directors as a result of which the issue and, if applicable, redemption or conversion prices cannot be fairly calculated.

(i) In the case where it is impossible to determine the price of units or shares in any sub-fund of an open-ended UCI in which the relevant Sub-Fund of the Company has a holding that forms a significant part of its portfolio.

(j) In relation to the relevant affected assets, in the case of a Sub-Fund for which the board of directors has required that a side pocket Sub-Fund be established.

Any such suspension shall be published, if appropriate, by the Company and may be notified to shareholders having made an application for subscription, conversion or redemption of shares for which the calculation of the net asset value has been suspended.

Such suspension as to any Sub-Fund or any class of shares shall have no effect on the calculation of the net asset value per Sub-Fund or per share, the issue, conversion and redemption of shares of any other class of shares if the assets within such other class of shares are not affected to the same extent by the same circumstances.

Any request for subscription, conversion or redemption may be revocable (i) with the approval of the board of directors or (ii) in the event of a suspension of the calculation of the net asset value, in which case shareholders may give notice that they wish to withdraw their application. If no such notice is received by the Company, such application will be dealt with on the first Valuation Day, as determined for each class of shares, following the end of the period of suspension.

In exceptional circumstances relating to a significant subscription, redemption or conversion of shares, or to a lack of liquidity of, or price distortion in, the relevant markets or instruments, that may have a negative effect on the interests of shareholders, the board of directors reserves the right to set the Net Asset Value of the shares of any Sub-Fund or Class only after carrying out the requisite redemptions and/or sales of instruments and/or securities, on behalf of the relevant Sub-Fund or Class. In that case, the subscriptions, redemptions and conversions that are in the process of simultaneous execution will be executed on the basis of a single Net Asset Value."

13. Amendment of Article 12 of the Articles, so as to be read as follows:

" **Art. 12. Generalities.** Any regularly constituted meeting of shareholders of the Company shall represent all the Company's shareholders registered in the register of shareholders on the 5 th day prior to the date of the meeting at such date as stipulated in the sales documents of the Company. If the Company has only one single shareholder, such shareholder shall exercise the powers of the general meeting of shareholders. The resolutions of the general meeting of shareholders shall be binding upon all shareholders of the Company regardless of the class of shares held by them. It has the broadest powers to organize, carry out or ratify all actions relating to the Company's transactions."

14. Amendment of Article 23 of the Articles, so as to be read as follows:

" **Art. 23. Powers of the board of directors.** The board of directors is vested with the broadest powers to perform all acts of disposition and administration within the Company's purpose, in compliance with the investment policy as determined in Article 28 hereof, including all ancillary and incidental powers necessary to give effect to any powers and entitlement herein conferred upon it. The Company may avail itself of all authorities, dispensations or concessions to the maximum extent permitted by Luxembourg law and the Luxembourg supervisory authority, and without having to amend its sales documents or prospectus save where the interests of shareholders will be better safeguarded by such amendment and where required by the law, Luxembourg regulations or the Luxembourg supervisory authority.

All powers not expressly reserved by law or by the present Articles to the general meeting of shareholders are in the competence of the board of directors."

15. Addition of a last paragraph in Article 25 of the Articles, so as to be read as follows:

"The directors shall not be authorised to provide an indemnity which would be prohibited or rendered void by any applicable provisions under Luxembourg law."

16. Addition of a 5 th paragraph in Article 28 of the Articles, so as to be read as follows:

"Co-Management and Pooling

For the purpose of efficient management the board of directors may decide to pool one or more Sub-Funds with other Sub-Funds of the Company or to co-manage all or part of the assets, with the exception of a cash reserve, if necessary, of either one or more Sub-Funds with other Sub-Funds of the Company or to co-manage all or part of the assets, with the exception of cash reserve, if necessary of either one or more Sub-Funds of Company with assets of other Luxembourg

investment funds or one or more sub-funds of other Luxembourg investment funds (hereinafter the "Party(ies) to the Co-Managed Assets") for which the Custodian of the Company has been appointed as Custodian Bank. Assets shall be co-managed in accordance with the respective investment policy of the relevant Parties to the Co-Managed Assets, each of which being identical or comparable in their objectives.

The most restrictive investment restrictions and policies of all the participating Parties to the Co-Managed Assets shall prevail.

Each Party to the Co-Managed Assets will participate in the relevant Co-Managed Assets in proportion to the assets contributed thereto by it. Pro rata to their contribution to the Co-Managed Assets, the assets will be attributed to the Party to the Co-Managed Assets concerned. The entitlements of each participating Party to the Co-Managed Assets apply to each and every line of the investments of such Co-Managed Assets.

Any such Co-Managed Assets shall be formed by the transfer of cash or other assets, whenever appropriate, from each of the participating Parties to the Co-Managed Assets. Thereafter, the board of directors may from time to time make further transfers to the Co-Managed Assets. Assets may also be transferred back to a participating Party to the Co-Managed Assets up to the amount of the participation of the Party to the Co-Managed Assets concerned.

Dividends, interest and other distributions of any income nature earned in respect of the Co-Managed Assets will be applied to the Party to the Co-Managed Assets concerned, in proportion to its respective participation. Such income may be kept at the level of the participating Party to the Co-Managed Assets or reinvested in the Co-Managed Assets.

Any costs and expenses incurred in respect of the Co-Managed Assets will be applied to such Co-Managed Assets. Such costs and expenses will be attributed to the Party to the Co-Managed Assets concerned in proportion to the respective entitlements of the Party in the Co-Managed Assets.

In the case that a breach of investment restrictions occurs at the Sub-Fund level of the Company when such Sub-Fund is participating in the Co-Managed Assets and even though the Investment Manager complied with the investment restrictions effected on said Co-Managed Assets, the board of directors of the Company will ask the Investment Manager to reduce the investment in breach, in proportion to the participation of the concerned Sub-Fund participating in the Co-Managed Assets.

Upon the dissolution of the Company, or whenever the board of directors decides -without prior notice- to withdraw the participation of the Company or a Sub-Fund of the Company from the Co-Managed Assets, the Co-Managed Assets will be allocated to the participating Parties to the Co-Managed Assets in proportion to their respective participation in the Co-Managed Assets.

The investor should be aware that such Co-Managed Assets are used solely for effective management purposes, provided that all participating Parties to the Co-Managed assets have the same Custodian Bank. Co-Managed Assets do not constitute legal entities and are not directly accessible to investors. However, the assets and liabilities of each of the Sub-Funds of the Company will be segregated and identified at all times."

17. Modification of the 4 th paragraph of Article 35 of the Articles, so as to be read as follows:

"Assets which may not be distributed to their beneficiaries upon the implementation of the redemption will be deposited with the Caisse de Consignations in Luxembourg."

18. Modification of the 6 th paragraph of Article 35 of the Articles, so as to be read as follows:

"Contribution to another Sub-Fund within the SICAV or to another undertaking for collective investment established under Luxembourg law

Under the same circumstances as provided by the first paragraph of this Article, the board of directors may decide to contribute the assets of one or several Sub-Fund(s) to one or several Sub-Fund(s) within the Company or to one or several other sub-funds of another UCI organized under the provisions of the 2010 Law or under the 2007 Law (the "new Fund") and to redesignate the shares of the class or classes concerned as shares of another class (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to shareholders). Such decision will be published in the same manner as described in the second paragraph of this Article one month before its effectiveness (and, in addition, the publication will contain information in relation to the new Fund), in order to enable shareholders to request redemption of their shares, free of charge, during such period."

19. Addition of three paragraphs at the end of Article 35 of the Articles, so as to be read as follows:

"Contribution by a Luxembourg or foreign undertaking for collective investment

Notwithstanding the above, the board of directors is competent to decide on the absorption of the assets of one or several sub-fund(s) of a Luxembourg or foreign UCI by one or several Sub-Fund(s) of the Company.

Amalgamation of a Class or Series with another Class or Series

A termination of a class or series may, if approved by the board of directors, be combined with or substituted for the amalgamation of one or several classes or series within the Company in a manner described in the sales documents of the Company.

Division of Sub-Funds

In the event that the board of directors believes it would be in the interests of the shareholders of the relevant Sub-Fund or that a change in the economic or political situation relating to the Sub-Fund concerned would justify it, or in

cases disclosed in the sales documents of the Company, the board of directors may decide to reorganise a Sub-Fund by dividing it into two or more Sub-Funds, in a manner described in the sales documents of the Company."

20. Replacement of the term "repurchase" or "purchase", as the case may be, by "redemption" throughout the Articles.

21. Reference to series throughout the Articles as the case may be.

Second resolution

The meeting decides to approve the minor amendments, including any format and stylistic changes as duly reflected in the draft articles of incorporation submitted previously to the shareholders.

A copy of the restated articles of incorporation, after having been signed ne varietur by all the parties and the undersigned notary will remain attached to this deed to be filed with it with the registration authorities.

The Meeting noted that the French translation of the Articles of Association is not required anymore in accordance with article 26 (2) of the law of 17 December 2010 on undertakings for collective investment and that therefore no French translation of the present deed will follow the English version.

There being no further business on the agenda, the Meeting is thereupon closed.

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

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

The deed having been read to the appearing persons, known to the officiating notary by their first and last names, civil status and residence, the said appearing persons signed together with Us the notary the present deed.

Signé: X. ROUVIERE, B. FLANAGAN, G. BOBINA et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 28 mai 2014. Relation: LAC/2014/24839. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 16 juillet 2014.

Référence de publication: 2014105940/735.

(140126679) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 juillet 2014.

Retkauf II S.à r.l., Société à responsabilité limitée.

Siège social: L-1229 Luxembourg, 15, rue Bender.

R.C.S. Luxembourg B 123.263.

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In the year two thousand and fourteen, on the twentieth day of June.

Before us, Maitre Jean SECKLER, notary, residing in Junglinster (Grand Duchy of Luxembourg).

THERE APPEARED:

1. Investec GLL SGO REF Holding Alpha S.à r.l., a private limited liability company incorporated and organised under the laws of the Grand Duchy of Luxembourg with registered office 15, rue Bender, L-1229 Luxembourg, Grand Duchy of Luxembourg, currently holding two hundred eighteen (218) shares of the Company,

here duly represented by Henri DA CRUZ, employee with professional address in Junglinster, by virtue of a proxy given on 18 June 2014, and

2. GLL Management Company S.à r.l., a private limited liability company incorporated and organised under the laws of the Grand Duchy of Luxembourg with registered office 15, rue Bender, L-1229 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 116672, acting in its own name and on behalf of GLL Retail Center I, FCP-FIS, a fonds commun de placement - fonds d'investissement spécialisé, which is established and exists under the laws of the Grand Duchy of Luxembourg, registered on the official list of special investment funds governed by Luxembourg law of 13 February 2007 on specialised investment funds, as amended, and currently holding two hundred eighty-two (282) shares of the Company,

here duly represented by Henri DA CRUZ, employee, with professional address in Junglinster, by virtue of a proxy given on 18 June 2014.

The said proxies, signed "ne varietur" by the proxyholder of the appearing parties and the undersigned notary, will remain attached to the present deed to be filed at the same time with the registration authorities.

Such appearing parties being the shareholders ("Shareholders") of the company "Retkauf II S.à r.l.", a société a responsabilité limitée, having its registered office at 6A, route de Trèves, L-2633 Senningerberg, registered with the Register of Commerce and Companies ("RCS") under number B 123263 incorporated pursuant to a deed of Maître Joseph Elvinger on 19 December 2006, published in the Memorial C, Recueil des Societes et Associations number 382, page 18328 on 15 March 2007 (the "Company"). The Articles of the Company were amended for the last time on 14 February 2013 pursuant to a deed of the notary Maître Paul Bettingen, notary residing in Niederanven, Grand Duchy of Luxembourg, published in the Mémorial C number 873, page 41869 on 12 April 2013.

The appearing parties, representing the whole corporate capital take the following resolutions:

First resolution

The Shareholders hereby resolve to transfer the registered office of the Company from its current address at 6A, route de Trèves, L-2633 Senningerberg, Grand Duchy of Luxembourg, to 15, rue Bender, L-1229 Luxembourg, Grand Duchy of Luxembourg at 15, rue Bender, L-1229 Luxembourg, Grand Duchy of Luxembourg.

Second resolution

The Shareholders resolve to amend and fully restate the articles of incorporation of the Company, which will henceforth read as follows:

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

1. Form - Corporate name. The Company exists as a private limited liability company under Luxembourg law under the name "Retkauf II S.à r.l." (hereafter referred to as the "Company"), governed by the laws pertaining to such an entity, and in particular by the law of 10 August 1915 on commercial companies as amended from time to time (hereafter referred to as the "Law"), as well as by the present articles of incorporation (hereafter referred to as the "Articles").

2. Registered office.

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

2.2 It may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of its Shareholders (as defined hereafter) deliberating in the manner provided for amendments to the Articles.

2.3 However, the Sole Manager (as defined hereafter) or, in case of plurality of managers, the Board of Managers (as defined hereafter) of the Company is authorised to transfer the registered office of the Company within the City of Luxembourg.

2.4 Should a situation arise or be deemed imminent, whether military, political, economic or social, which would prevent the normal activity at the registered office of the Company, the registered office of the Company may be temporarily transferred abroad until such time as the situation becomes normalised; such temporary measures will however not have any effect on the nationality of the Company. The decision as to the transfer abroad of the registered office will be made by the Sole Manager (as defined hereafter) or, in case of plurality of managers, the Board of Managers (as defined hereafter).

3. Object.

3.1 The purpose of the Company is to (directly or indirectly) acquire, finance, hold and exchange or sell securities of other entities (having legal personality or not) holding properties either in the Grand Duchy of Luxembourg or abroad by way of, among others, the subscription or the acquisition of any securities and rights through participation, contribution, underwriting, firm purchase or option, negotiation or in any other way, and to administrate, develop and manage such holding of interests.

3.2 The Company may provide financial debt instruments in any form whatsoever to the entities in which it holds a direct or indirect interest or which form part of the same group of companies as the Company, such as the loans and guarantees of securities in any kind or form. The Company may borrow in any kind or form and privately issue bonds, notes or similar debt instruments.

3.3 The Company may further use its funds for the acquisition, development, sale, management and/or lease of real estate either in the Grand Duchy of Luxembourg or abroad as well as for any other operations relating to real estate.

3.4 The Company may also carry out any commercial, industrial, financial, movable and immovable operations, which are in direct or indirect relation with its object or which may deem useful in the accomplishment and development of its purposes.

4. Duration. The Company is incorporated for an unlimited period.

Chapter II. - Capital, Shares

5. Share capital.

5.1 The corporate capital is fixed at twelve thousand five hundred euro (EUR 12,500.-) represented by twelve thousand five hundred (12,500) shares with a nominal value one euro (EUR 1) each (hereafter referred to as a "Share" and collectively as the "Shares"). The holders of the Shares are together referred to as the "Shareholders" or solely the "Shareholder".

5.2 In addition to the corporate capital, there may be set up a premium account (the "Premium Account"), into which any premium paid on any Share or any other contribution made without the issuance of Shares is transferred. The amount of said Share Premium Account is at the free disposal of the Shareholder(s). The amount of the premium account may be used to make payment for any Shares, which the Company may redeem from its Shareholder(s), to offset any net realized losses, to make distributions to the Shareholder(s) or to allocate funds to the legal reserve.

5.3 All Shares will have equal rights.

5.4 The Company can proceed to the repurchase of its own shares within the limits set by the Law.

6. Shares indivisibility. Towards the Company, the Shares are indivisible, so that only one owner is admitted per Share. Joint co-owners have to appoint a sole person as their representative towards the Company.

7. Transfer of shares.

7.1 A transfer of Shares shall generally only be allowed to a corporate body.

7.2 Pre-emption Right

(a) Within 18 months as from 20 June 2014, the Shares may be transferred only to a Qualified Transferee (as defined below) and each Shareholder shall have a pre-emption right for the Shares of the other Shareholder.

(b) Qualified Transferee means an institutional investor having sufficient financial resources to cover all obligations arising from its position as a Shareholder ("Qualified Transferee"). The financial status of the Qualified Transferee shall be proven by its annual financial statements and turnover for the last three business years and / or appropriate financial guarantee.

(c) If a Shareholder intends to make a binding offer to sell its Shares to a Qualified Transferee ("Initiating Shareholder"), or receives a binding offer to purchase its Shares from a Qualified Transferee and such Initiating Shareholder decides to sell such Shares, the Initiating Shareholder shall first make a written offer ("Offer") to sell such Shares to the other Shareholder ("Offeree") on the same terms and conditions as the Initiating Shareholder intends to sell to the Qualified Transferee. The Offer shall contain all specific and detailed information relating to the proposed sale by the Initiating Shareholder to the Qualified Transferee.

(d) If the Offeree intends to accept the Offer, it shall give written notice to the Initiating Shareholder within forty-five (45) days upon the receipt of the Offer. The sale and purchase agreement between the Initiating Shareholder and the Offeree for all, but not less than all, of the Shares which are the subject of the Offer shall come into existence upon receipt by the Initiating Shareholder of the written notice of the Offeree accepting the Offer.

(e) If the Offeree does not give written notice of its intention to purchase the Shares pursuant to the Offer within forty-five (45) days of receipt by the Offeree of the Offer, the Offeree shall be deemed to have refused the Offer and have not exercised its pre-emption right.

(f) After the expiry of the forty-five (45) days period set out in clause 7.2.(d) without the Offeree expressing its intention to purchase the Shares, the Initiating Shareholder shall have the right to sell not less than all of the Shares specified in the Offer to the Qualified Transferee on terms and conditions no more favourable to the Qualified Transferee than the terms and conditions set forth in the Offer.

(g) The Offeree may appoint a member of its Group (the "Group") to exercise the pre-emption right. For the sake of clarity, Group shall include for the purpose of this clause any subsidiary of the unitholders / shareholders of the Shareholders.

7.3 Right of First Offer

(a) Upon expiry of the 18 months period as from 20 June 2014, each Shareholder shall have a right of first offer for the Shares of the other Shareholder in accordance with this clause 7.3.

(b) If the Initiating Shareholder intends to make a non-binding offer to sell its Shares to a third party potential purchaser ("Potential Purchaser"), or receives a non-binding offer to purchase its Shares from a Potential Purchaser and such Initiating Shareholder decides to sell such Shares, the Initiating Shareholder shall first make an Offer to sell such Shares to the Offeree on the same terms and conditions as the Initiating Shareholder intends to sell to the Potential Purchaser. The Offer shall only contain the total amount of the Shares to be sold and the sale price relating to the prosposed sale by the Initiating Shareholder to the Potential Purchaser.

(c) If the Offeree intends to accept the Offer, it shall give written notice to the Initiating Shareholder within forty-five (45) days upon the receipt of the Offer. The sale and purchase agreement between the Initiating Shareholder and the Offeree for all, but not less than all, of the Shares which are the subject of the Offer shall come into existence upon receipt by the Initiating Shareholder of the written notice of the Offeree accepting the Offer.

(d) If the Offeree does not give written notice of its intention to purchase the Shares pursuant to the Offer within forty-five (45) days of receipt by the Offeree of the Offer, the Offeree shall be deemed to have refused the Offer and have not exercised its right of first offer.

(e) After expiry of the forty-five (45) days period set out in clause 7.3 (d) without the Offeree expressing its intention to purchase the Shares, the Initiating Shareholder shall, for a period of six (6) months from the date of the receipt of the Offer by the Offeree, have the right to sell not less than all of the Shares specified in the Offer to the Potential Purchaser or any third party at a price which is at least 95% of the price mentioned in the Offer and on terms and conditions no more favourable to the Potential Purchaser (or any third party) than the terms and conditions set forth in the Offer.

(f) The Offeree may appoint a member of its Group to exercise the right of first offer. For the sake of clarity, Group shall include for the purpose of this clause any subsidiary of the unitholders / shareholders of the Shareholders.

7.4 Intra-Group Transfer

(a) Shareholders may freely transfer their Shares to a member of their Group. For the sake of clarity, Group shall include for the purpose of this clause any subsidiary of the unitholders / shareholders of the Shareholders.

(b) In the event of a transfer by a Shareholder of its Shares to a member of the Group of such Shareholder ("New Shareholder") the transferring Shareholder ("Transferor") shall undertake direct surety to the other Shareholder for the obligations of such New Shareholder under this Agreement.

(c) The Transferor and the New Shareholder shall notify the other Shareholder of the New Shareholder ceasing to be a member of the Transferor's Group und the transferor shall reacquire such Shares from the New Shareholder (or such Shares shall be retransferred to the Transferor, as the case may be, immediately prior to the New Shareholder ceasing to be a member of the Transferor's Group). Transfer agreements in respect of a transfer of Shares to a member of the Shareholder's Group shall include effective and enforceable provisions requiring the transferor to reacquire such Shares from the New Shareholder and the obligation of the New Shareholder to resell and retransfer such shares to the Transferor if the New Shareholder ceases to be a member of the Transferor's Group. No transfer of Shares to a member of the transferor's Group may take effect unless and until the Transferor evidences to the other Shareholder that it has fully complied with the obligations set out in this clause 7.4. Each Shareholder shall provide to the other Shareholder such information as the other may reasonably need to ascertain that the New Shareholder has not ceased to be a member of the Transferor's Group.

Chapter III. - Management

8. Management.

8.1 The Company is managed by one manager (the "Sole Manager") or several managers. If several managers have been appointed, they will constitute a board of managers (the "Board of Managers", each member individually, a "Manager"). The Sole Manager or the members of the Board of Managers, as the case may be, need not be shareholder.

8.2 The Sole Manager or the members of the Board of Managers may be removed at any time by decision of the extraordinary general meeting of the Shareholders taken in compliance with Chapter IV.

8.3 Any decision in connection with the management of the Company shall be taken by the Sole Manager or, in case of plurality of managers, collectively by the Board of Managers in compliance with Article 12.

8.4 Towards third parties, the general power of representation of the Company is granted to the Sole Manager and in case of plurality of managers, to any two Managers as provided by Article 10 of the Articles, and pursuant to Article 191 bis paragraph 5 of the Law, any deed, agreement or generally any document executed in compliance with Articles 8 and 10 of the present Articles are valid and binding vis-à-vis third parties. The exercise of the general power of representation by any two Managers does not require prior approval by the Board of Managers acting collectively.

8.5 The Managers may not, by reason of their mandate, be held personally held liable for any commitments validly made by them in the name of the Company, provided such commitments comply with the Articles and the Law.

Without prejudice to the preceding paragraph, the limitation period for any action that may be brought by the Company against any Manager shall be one year, unless a decision has been taken by Shareholders to discharge the Sole Manager or, in case of plurality of managers, the Management Board from liabilities in accordance with Article 13.9 before expiry of such one year limitation period, in which case the enforceability of claims against the Managers ceases upon the Shareholders granting such discharge.

8.6 The Sole Manager or, in case of plurality of managers, the Board of Managers shall be assisted by a joint Advisory Board.

The Advisory Board will comprise up to 10 members formally appointed the Sole Manager or, in case of plurality of managers, the Board of Managers (the "Advisory Board Members" or solely the "Advisory Board Member").

Advisory Board Members shall be determined by way of a look-through procedure determing the indirect participation of the ultimate investors of the Shareholders ("Ultimate Investors") ("Indirect Participation"). For the purpose of the determination of the Indirect Participation, the Shareholders are therefore deemed transparent with regard to the right of representation in the Advisory Board.

The Indirect Participation shall be determined according to the following formula:

IP= S x I

Whereas:

IP= Indirect Participation

S= % of shareholding of respective Shareholder in the Company

I= % of investment of Ultimate Investor in the respective Shareholder

Ultimate Investors whose Indirect Participation exceed 10.00 % are entitled to dispatch a representative to the Advisory Board. For the avoidance of doubt, no Ultimate Investor may appoint more than one Advisory Board Member, regardless of the size of its Indirect Participation. The voting rights of the Advisory Board Members are equal to the Indirect Participation of the Ultimate Investor.

There will be no quorum for the meetings of the Advisory Board, however major decisions as mentioned under a-f of this clause 8.6 require the approval of 60% of the existing voting rights of the Advisory Board. If the required majority of 60% of the existing voting rights is not achieved, a second meeting shall be convoked within 20 business days in order to re-discuss the issue presented based on further information and documentation to be provided.

If the required majority of 60% of the existing voting rights of the Advisory Board is not achieved in the second meeting, the procedure as described under 8.7 will apply.

The Advisory Board will generally meet in Luxembourg. The Advisory Board shall meet upon a call from the Sole Manager or, in case of plurality of managers, the Board of Managers, the chairman of the Advisory Board or by any Advisory Board member and shall meet at least every year.

The Advisory Board members shall vote in writing or meet by phone or in-person following upon not less than five (5) Bank Business Days' notice (unless waived by each Advisory Board member in writing) of the matters to be considered and discussed by the Advisory Board.

Unless the Advisory Board votes in writing, the minutes of the Advisory Board meeting shall be signed by the chairman of the Advisory Board.

Advisory Board members may appoint proxies to attend meetings to the extent permissible under applicable law.

The Advisory Board shall give its prior approval to the Sole Manager or, in case of plurality of managers, the Board of Managersbefore the Board of Managers decide about one of the following points for the Company:

a) Potential new investments other than the investments in the Company

b) Disposal of investments

c) any conflict of interests referred to it by the Sole Manager or, in case of plurality of managers, the Board of Managers

d) any specific matters which, upon decision of the General Meeting of Shareholders, must be submitted for the approval of the Advisory Board.

e) Mortgaging or encumbering the Properties or a Property held by the Company other than the initial mortgaging or encumbering performed in relation to the acquisition of the Company by the Shareholders or any such mortgaging or encumbering that may be required for the acquisition of the Company by the Shareholders;

f) Any financing or refinancing in excess of the financing by the Shareholders in relation with the acquisition of the Company by the Shareholders and back-to-back financing via shareholder loans granted by the Shareholders (including Investec GLL Special Opportunities Real Estate Fund, FCP-FIS) to the Company.

8.7 A Drag Along Event shall be deemed to have occurred in respect of those matters as mentioned under clause 8.6. b) above requiring the Advisory Board's approval if:

i. disposal of investments is required due to the expiration of the lifetime of GLL Retail Center I, FCP-FIS or Investec GLL Global Special Opportunities Real Estate Fund (the "Funds"), and

ii. the Fund(s) has / have not shortened their lifetimes, or iii. The second meeting of the Advisory Board failed to achieve the required 60% majority of the existing voting rights of the Advisory Board to agree on the disposal of the respective investments.

(a) A Drag Along Event as defined above under i.-iii. shall not occur before 29 May 2017. The Shareholders be obliged to meet at least once within the month following the second meeting to negotiate the Drag Along Event. If the Drag Along Event cannot be resolved by the Advisory Board within one month after the second meeting as described under 8.6 (which, for the avoidance of doubt in the case of an Advisory Board's refusal to consent shall be the date of the Advisory Board meeting or the date of the circular resolution of the Advisory Board not achieving the majority requirement as set out under 8.6 (should the circular resolution consist of several separate documents, the date of the last received resolution shall be decisive), the Sole Manager or, in case of plurality of managers, the Board of Managersshall determine the value of the Shares in the Company. For this purpose the Sole Manager or, in case of plurality of managers, the Board of Managersshall procure a current value of the investment properties ("Current Value") of the Company. The Sole Manager or, in case of plurality of managers, the Board of Managers shall propose a list of at least three knowledgeable, independent and reputable third party appraisers (together the "Independent Appraisers" or solely the "Independent Appraiser") to the Advisory Board. In case the Advisory Board appoints a single Independent Appraiser with 60% majority of the existing voting rights this Independent Appraiser shall be engaged by the Sole Manager or, in case of plurality of managers, the Board of Managersto determine the "Current Value" and the (Final) Drag Along Price. In case the Advisory Board does not appoint a single Independent Appraiser, the Sole Manager or, in case of plurality of managers, the Board of Managersshall engage three Independent Appraisers to value the assets with the average of all three valuations used to determine the Current Value and to establish the Drag Along Prices.

(b) The valuation of the Shares shall be carried out according to the following formula and shall determine the Drag Along Price of the Shares in the Company to be established by each Independent Appraiser (the "Drag Along Prices"):

- the last IFRS equity adjusted for the cash flow from operations, but without gains/losses from property dispositions and non-amortized acquisition costs

- less the book value of the investment properties

- plus the Current Value

- less distributions from realized dispositions

- less disposition and liquidation costs of the Company

(c) After determination of the Drag Along Prices and if three Independent Appraisers have been engaged, the Drag Along Prices established by the Independent Appraisers shall be compared by the Sole Manager or, in case of plurality of

managers, the Board of Managersand if the deviation, if any, of the Drag Along Prices established by the Independent Appraisers does not exceed 10.00%, the Final Drag Along Price shall be the average of all three Drag Along Prices as established by the Independent Appraisers.

(d) In case the deviation between the Drag Along Prices established by the Independent Appraisers exceeds 10.00%, the Sole Manager or, in case of plurality of managers, the Board of Managersshall appoint a fourth Independent Appraiser (the "Fourth Independent Appraiser") who will perform an assessment on which Drag Along Prices established by the Independent Appraisers rather mirrors his valuation assessment. According to the assessment of the Fourth Independent Appraiser such Drag Along Price shall be the Final Drag Along Price.

(e) The Shareholder for whom the Drag Along Event is confirmed according to a. above (the "First Shareholder") may serve a notice ("Offer Notice") in writing on the other Shareholder (the "Second Shareholder") offering to transfer to the Second Shareholder the Shares in the Company for the time being held by the First Shareholder (the "First Sale Shares") for the Final Drag Along Price. The Second Shareholder may accept the Offer Notice itself or may appoint a member of its Group to purchase the First Sale Shares. For the sake of clarity, Group shall include for the purpose of this clause any subsidiary of the unitholders / shareholders of the Shareholders.

(f) The First Shareholder shall serve a copy of the Offer Notice on the Company at the same time as the Offer Notice is served on the Second Shareholder.

(g) The Second Shareholder or the respective appointed Group member shall notify the First Shareholder in writing within 20 Business Days from the date of receipt of the Offer Notice whether or not it is willing to purchase the First Sale Shares on the terms and conditions set out in the Offer Notice.

(h) If the Second Shareholder or the respective appointed Group member gives notice in writing to the First Shareholder that it is willing to purchase the First Sale Shares on the terms and conditions set out in the Offer Notice, the First Shareholder shall be obliged to transfer the First Sale Shares to the Second Shareholder or the respective appointed Group member at the Final Drag Along Price. The Second Shareholder or the respective appointed Group member shall within 20 Business Days after giving notice in writing to the First Shareholder, pay to the First Shareholder the price set out in the Offer Notice for the First Sale Shares and the First Shareholder shall deliver within 15 Business Days upon receipt of the Final Drag Along Price to the Second Shareholder or the respective appointed Group member duly executed transfers in favour of the Second Shareholder and the share certificate(s) representing the First Sale Shares. The Final Drag Along Price shall be subject to a post closing price adjustment based on audited closing IFRS financial statements.

(i) If the Second Shareholder gives notice in writing to the First Shareholder that it is not willing to purchase the First Sale Shares on the terms and conditions set out in the Offer Notice ("Negative Notice"), the Exit Procedure according to the Joint Venture Agreement entered into between the Shareholders and Investec GLL Fund Management Company S.A. acting in its own name but on behalf of Investec GLL Global Special Opportunities Real Estate Fund ("Joint Venture Agreement") shall be started.

(j) If, after the expiry of the 20 Business Day period referred to above, the Second Shareholder has not given any notice in writing to the First Shareholder in accordance with sub clause h. above, the Second Shareholder shall be deemed to have refused the offer made by the First Shareholder and thus the Exit Procedure in accordance with the Joint Venture Agreement shall be started.

POWERS OF THE SOLE MANAGER OR OF THE board of MANAGERS

8.8 In dealing with third parties, the Sole Manager and in case of plurality of managers, the Board of Managers, without prejudice to Articles 8 and 10 of the present Articles, will have all powers to act in the name of the Company in all circumstances and to carry out and approve all transactions and other operations consistent with the Company's objects.

8.9 All powers not expressly reserved by law or by the Articles to the general meeting of Shareholders fall within the competence of the Sole Manager or, in case of plurality of managers, the Board of Managers.

9. Representation of the company. Towards third parties, the Company will be bound in all circumstances (i) by the individual signature of the Sole Manager; (ii) in case more than one Manager has been appointed, by the joint signatures of any two Managers; or (iii), as the case may be, by the joint or single signature(s) of any person(s) to whom such signatory power has been validly delegated in accordance with the Articles.

10. Delegation and agent of the sole manager or of the board of managers.

10.1 The Sole Manager or any two Managers in case of plurality of managers may delegate powers for specific tasks to one or more ad hoc agents.

10.2 The Sole Manager or any two Managers in case of plurality of managers will determine any such agent's responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of its agency.

11. Meeting of the board of managers.

11.1 In case of a Board of Managers, the meetings of the Board of Managers are convened by any Manager and at the place indicated in the convening notice. Written notice (including via e-mail) of any meeting of the Board is given to all Managers at least fourty-eight (48) hours in advance, except in case of emergency, the nature and circumstances of which are set forth in the notice of the meeting.

11.2 No notice is required if all the members of the Board are present or represented and if they state to have full knowledge of the agenda of the meeting. Notice of a meeting may also be waived in writing (including via e-mail or similar electronic transmission) by a Manager, either before or after a meeting. Separate written notices are not required for meetings that are held at times and places indicated in a schedule previously adopted by the Board, or determined in a prior meeting as documented in the related Board minutes.

11.3 Any Manager may act at any meeting of the Board of Managers by appointing in writing or by telegram, fax, e-mail or letter another Manager as his proxy. A Manager may also appoint by phone another Manager to represent him, which shall be confirmed in writing at a later stage.

11.4 The Board of Managers shall choose from amongst its members a chairman (the "Chairman"). The Chairman shall preside at all meetings of the Board. In his absence or incapacity to act, the Managers present may appoint anyone of them to act as chairman for the purpose of the meeting (chairman pro tempore).

11.5 The Board of Managers can validly deliberate and act only if a majority of its members is present or represented. The resolutions by the Board of Managers are validly adopted if approved by the majority of its members.

11.6 The use of video-conferencing equipment and conference call shall be allowed provided that each participating Manager is able to hear and to be heard by all other participating members of the Board of Managers whether or not using this technology, and each so participating Manager shall be deemed to be present and shall be authorised to vote by video or by telephone.

11.7 Written resolutions of the Board of Managers can be validly taken if approved in writing and signed by all the members of the Board of Managers. Such approval may be in a single or in several separate documents sent by fax, e-mail, or by similar means. These resolutions shall have the same effect as resolutions voted at the Board of Managers' meetings, physically held. Written resolutions become valid on the date of the last signature by a Manager or, in case of partially or fully undated signatures, on the date of receipt of the last signed resolutions at the registered office of the Company.

11.8 Votes may also be cast by fax, e-mail, phone or similar means provided in such latter event such vote is confirmed in writing. The minutes signed in accordance with the Articles and documenting the subject vote are considered to be such confirmation in writing.

11.9 The minutes of a meeting of the Board of Managers shall be signed by the Chairman or, in his absence, the chairman pro tempore of the meeting, or at least two members of the Board of Managers present or represented at the meeting. Extracts shall be certified by any Manager or by any person nominated by any Manager or during a meeting of the Board of Managers.

11.10 In case of a Sole Manager, the resolutions of the Sole Manager may be documented in writing.

Chapter IV. - General meeting of shareholders

12. Powers of the general meeting of shareholder(s), Constitution and holding of meetings, Votes.

12.1 Resolutions of the Shareholders are adopted at a general meeting of Shareholders (the "General Meeting") or by way of circular resolutions (the "Shareholders Circular Resolutions").

12.2 Where resolutions are to be adopted by way of Shareholders Circular Resolutions, the text of the resolutions is sent to all the Shareholders, in accordance with the Articles. Shareholders Circular Resolutions signed by all the Shareholders are valid and binding as if passed at a General Meeting duly convened and held and bear the date of the last signature.

12.3 Each share entitles to one (1) vote.

12.4 The Shareholders are convened to General Meetings or consulted in writing at the initiative of any Manager or Shareholders representing more than one-half of the share capital.

12.5 Written (including via e-mail) notice of any General Meeting is given to all Shareholders at least five (5) days in advance of the date of the meeting, except in case of emergency, the nature and circumstances of which are set forth in the notice of the meeting.

12.6 General Meetings are held at such place and time specified in the notices.

12.7 If all the Shareholders are present or represented and consider themselves as duly convened and informed of the agenda of the meeting, the General Meeting may be held without prior notice.

12.8 A Shareholder may grant a written power of attorney to another person, whether or not a Shareholder, in order to be represented at any General Meeting.

12.9 Whatever the number of Shareholders, the balance sheet and profit and loss account shall be submitted to the Shareholders for approval who also shall vote specifically as to whether discharge is to be given to the Sole Manager or, in case of plurality of managers, to the Board of Managers.

13. Sole shareholder.

13.1 Where the number of Shareholders is reduced to one (1), the sole shareholder exercises all powers conferred by the Law to the General Meeting.

13.2 Any reference in the Articles to the Shareholders and the General Meeting or to Shareholders Circular Resolutions is to be read as a reference to such sole shareholder or the resolutions of the latter, as appropriate.

13.3 The resolutions of the sole shareholder are recorded in minutes or drawn up in writing.

14. Majorities.

14.1 Collective decisions are only validly taken insofar as Shareholders owning more than half of the share capital adopt them. If that figure is not reached at the first meeting or first written consultation, the Shareholders may be convened or consulted a second time, by registered letter, and decisions shall be adopted by a majority of the votes cast, regardless of the portion of capital represented.

14.2 Resolutions to alter the Articles may only be adopted by the majority (in number) of the Shareholders owning at least three-quarters of the Company's share capital, in accordance with any provisions of the Law.

14.3 However, the nationality of the Company may be changed and the commitments of its Shareholders may be increased only with the unanimous consent of all the Shareholders and in compliance with any other legal requirement.

Chapter V. - Business year

15. Business year.

15.1 The Company's financial year starts on the first day of January and ends on the last day of December of each year.

15.2 At the end of each financial year, the Company's accounts, as well as an inventory indicating the value of the Company's assets and liabilities, are established by the Sole Manager or, in case of plurality of managers, the Board of Managers.

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

16. Distribution right of shares.

16.1 From the annual net profit of the Company, five per cent shall be deducted and allocated to a legal reserve. That deduction will cease to be mandatory when the amount of the legal reserve reaches one tenth of the Company's share capital.

16.2 The Shareholders determine how the balance of the annual net profits is disposed of. It may allocate such balance to the payment of a dividend, transfer such balance to a reserve account or carry it forward.

16.3 The decision to distribute dividends and the determination of the amount of such a distribution will be taken by the general meeting of the Shareholders.

16.4 The Board of Managers or the Sole Manager may, within the limits set forth by the Law and the Articles, decide to pay interim dividends on the basis of a statement of accounts prepared by the Board of Managers or the Sole Manager showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed realized profits since the end of the last fiscal year, increased by carried forward profits and distributable reserves, but decreased by carried forward losses and sums to be allocated to a reserve to be established by law or by these Articles.

Chapter VI. - Liquidation

17. Causes of dissolution. The Company shall not be dissolved by reason of the death, suspension of civil rights, insolvency or bankruptcy of the single Shareholder or of one of the Shareholders.

18. Liquidation.

18.1 The liquidation of the Company can only be decided if approved by a majority of the Shareholders representing at least three-quarters of the Company's share capital.

18.2 The liquidation will be carried out by one or several liquidators, Shareholders or not, appointed by the Shareholders who shall determine their powers and remuneration.

18.3 A sole Shareholder can decide to dissolve the Company and to proceed to its liquidation, assuming personally the payment of all its assets and liabilities, known or unknown of the Company.

Chapter VII. - Applicable law

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

20. Severability. Should any of the provisions of these Articles be held to be invalid or unenforceable by a body of competent jurisdiction, such provision shall be replaced by a provision which construes or limits the provision held to be invalid or unenforceable to the extent necessary to eliminate such invalidity or unenforceability and which shall be as close as possible to the original intention of the provision held to be invalid or unenforceable. The other provisions of these Articles shall remain in full force and effect.

Third resolution

The Shareholders hereby resolve that Deloitte Audit, société à responsabilité limitée, with its registered office located at 560, rue de Neudorf, L-2220 Luxembourg and registered with the Luxembourg Trade and Companies Register under the number B. 67.895 shall be appointed as independent auditors of the Company for the forthcoming fiscal year.

Declaration

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

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

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

Es folgt die deutsche Übersetzung:

Im Jahre zweitausendvierzehn, den zwanzigsten Juni.

Vor dem unterzeichneten Notar Jean SECKLER, mit dem Amtssitz in Junglinster, Großherzogtum Luxemburg

ERSCHEINEN

1. Investec GLL SGO REF Holding Alpha S.à r.l., eine nach luxemburgischem Recht gegründete und organisierte Gesellschaft mit beschränkter Haftung (société à responsabilité limitée) mit Sitz in 15, Rue Bender, L-1229 Luxemburg, Großherzogtum Luxemburg, im Luxemburger Handels- und Gesellschaftsregister ("RCS") eingetragen unter der Nummer B 136.469, zum gegenwärtigen Zeitpunkt Inhaber von zweihundertachtzehn (218) Anteilen an der Gesellschaft;

hier vertreten durch Henri DA CRUZ, Privatbeamter, geschäftsansässig in Junglinster, aufgrund einer Vollmacht vom 18. Juni 2014, und

2. GLL Management Company S.à r.l., eine nach luxemburgischem Recht gegründete und organisierte Gesellschaft mit beschränkter Haftung (société à responsabilité limitée) mit Sitz in 15, Rue Bender, L-1229 Luxemburg, Großherzogtum Luxemburg, im RCS eingetragen unter der Nummer B 116.672, im eigenen Namen und handelnd für GLL Retail Center I, FCP-FIS, welcher in der Form eines fonds commun de placement - fonds d'investissement spécialisé gemäß dem Luxemburger Gesetz vom 13. Februar 2007 über Spezialisierte Investmentfonds, in seiner aktuellen Fassung, aufgelegt wurde und zum gegenwärtigen Zeitpunkt Inhaber von zweihundertzweiundachtzig Anteilen (282) an der Gesellschaft ist;

hier vertreten durch Henri DA CRUZ, Privatbeamter, geschäftsansässig in Junglinster, aufgrund einer Vollmacht vom 18. Juni 2014.

Die Vollmachten, die vom Bevollmächtigten der Erschienenen sowie dem unterzeichneten Notar mit ne varietur unterzeichnet werden, bleiben der vorliegenden Urkunde dauerhaft beigefügt, und werden zusammen und zeitgleich mit dieser Urkunde bei den jeweiligen Registerstellen eingereicht.

Die Erschienenen sind die Gesellschafter ("Gesellschafter") der Gesellschaft "Retkauf II S.à r.l.", einer Gesellschaft mit beschränkter Haftung (société a responsabilité limitée), mit Gesellschaftssitz in 6A, route de Trèves, L-2633 Senningerberg, Großherzogtum Luxemburg, eingetragen im RCS unter Nummer B 123262, gegründet durch eine von Maître Joseph Elvinger am 19. Dezember 2006 errichtete und 3. Juli 2007 im Mémorial C, Recueil des Sociétés et Associations, Nummer 316 veröffentlichte Urkunde ("Gesellschaft"). Die Satzung der Gesellschaft wurde zuletzt am 14. Februar 2013 gemäß einer von Maître Paul Bettingen, Notar mit Amtssitz in Niederanven, Großherzogtum Luxemburg, errichteten und am 12. April 2013 im Mémorial C, Recueil des Sociétés et Associations, Nummer 873 (S. 41866) veröffentlichten Urkunde geändert.

Die Erschienenen, die das gesamte Gesellschaftskapital vertreten, fassen hiermit die folgenden Beschlüsse:

Erster Beschluss

Die Gesellschafter beschließen hiermit, den Sitz der Gesellschaft von 6A, Route de Trèves, L-2633 Senningerberg, Großherzogtum Luxemburg nach 15, rue Bender, L-1229 Luxemburg, Großherzogtum Luxemburg zu verlegen.

Zweiter Beschluss

Die Gesellschafter beschliessen, die Satzung der Gesellschaft, die künftig lautet wie folgt, hiermit zu ändern und vollständig zu neu fassen:

Kapitel I. - Rechtsform, Firma, Sitz, Gegenstand und Dauer

1. Rechtsform, Firma der Gesellschaft.

1.1 Die Gesellschaft besteht in der Rechtsform einer Gesellschaft mit beschränkter Haftung (private limited liability company) nach luxemburgischem Recht mit der Firma "Retkauf II S.à r.l." (nachstehend "Gesellschaft"), für die diejenigen rechtlichen Bestimmungen gelten, die auf eine solche Gesellschaft Anwendung finden, insbesondere das Gesetz über Handelsgesellschaften vom 10. August 1915 in der jeweils geltenden Fassung (nachstehend "Gesetz über Handelsgesellschaften") und die vorliegende Satzung (nachstehend "Satzung").

2. Sitz.

2.1 Sitz der Gesellschaft ist Luxemburg-Stadt.

2.2 Der Sitz der Gesellschaft kann durch einen Beschluss der außerordentlichen Versammlung der Gesellschafter (wie nachstehend definiert), der in der für Änderungen der Satzung vorgesehenen Weise gefasst wurde, an einen beliebig anderen Ort im Großherzogtum Luxemburg verlegt werden.

2.3 Allerdings ist der Alleiniger Geschäftsführer (wie nachstehend definiert), bzw. bei Vorhandensein mehrerer Geschäftsführer, die Geschäftsführung (wie nachstehend definiert) befugt, den Sitz der Gesellschaft innerhalb der Stadt Luxemburg zu verlegen.

2.4 Sofern eine militärische, politische, wirtschaftliche oder soziale Situation eintritt oder offenbar unmittelbar bevorsteht, die die gewöhnliche Geschäftstätigkeit am Sitz der Gesellschaft verhindern würde, kann der Sitz der Gesellschaft vorübergehend ins Ausland verlegt werden, bis sich die Situation normalisiert hat. Eine solche vorübergehende Maßnahme hat jedoch keine Auswirkungen auf die Nationalität der Gesellschaft, die eine luxemburgische Gesellschaft bleibt. Die Entscheidung über die Verlegung des Sitzes der Gesellschaft ins Ausland trifft der Alleinige Geschäftsführer (wie nachstehend definiert), bzw. bei Vorhandensein mehrerer Geschäftsführer, die Geschäftsführung (wie nachstehend definiert).

3. Gesellschaftszweck.

3.1 Der Zweck der Gesellschaft besteht darin, Wertpapiere anderer Unternehmen (mit oder ohne eigene Rechtspersönlichkeit), die über Immobilien in Luxemburg oder im Ausland verfügen, (unmittelbar oder mittelbar) zu erwerben, zu finanzieren, zu halten und zu tauschen oder zu veräußern, beispielsweise durch Zeichnung oder Erwerb von Wertpapieren und Rechten durch Beteiligung, Einlage, Übernahme einer Emission, Kauf oder Option, Begebung oder in sonstiger Weise, und entsprechende Portfolios zu verwalten, auszubauen und damit zu wirtschaften.

3.2 Die Gesellschaft kann den Unternehmen, an denen sie unmittelbare oder mittelbare Beteiligungen hält, oder die Teil derselben Unternehmensgruppe sind wie die Gesellschaft selbst, Schuldinstrumente in beliebiger Form, beispielsweise Darlehen und Wertpapiergarantien zur Verfügung stellen. Die Gesellschaft kann Anleihen, Schuldverschreibungen oder vergleichbare Schuldtitel in beliebiger Art oder Weise ausleihen bzw. im Rahmen von Privatplatzierungen ausgeben (issue privately).

3.3 Die Gesellschaft kann ihre Mittel außerdem zum Erwerb, zur Erweiterung, zur Veräußerung, Bewirtschaftung und/oder zur Vermietung von Immobilien im Großherzogtum Luxemburg oder im Ausland, sowie für andere Geschäfte mit Bezug zu Immobilien verwenden.

3.4 Die Gesellschaft kann zudem Geschäfte in den Bereichen Wirtschaft, Industrie, Finanzen, Mobilien und Immobilien machen, wenn diese in unmittelbaren oder mittelbaren Zusammenhang mit ihrem Gesellschaftszweck stehen, oder ihrer Einschätzung zur Erreichung oder Förderung ihrer Zwecke sinnvoll sind.

4. Dauer des Bestehens. Die Gesellschaft ist auf unbestimmte Zeit gegründet.

Kapitel II. - Kapital, Anteile

5. Stammkapital.

5.1 Das Gesellschaftskapital beträgt zwölftausendfünfhundert Euro (EUR 12.500) und besteht aus zwölftausendfünfhundert Anteilen (12.500) mit einem Nennbetrag von jeweils einem Euro (EUR 1) (nachstehend "Anteil" bzw. "Anteile"). Inhaber der Anteile werden jeweils auch als "Gesellschafter" bezeichnet.

5.2 Zusätzlich zum Gesellschaftskapital kann ein Aufgeldkonto (das "Aufgeldkonto") eingerichtet werden, auf das Anteilsaufgelder oder andere Einlagen überwiesen werden, die geleistet werden, ohne dass eine Ausgabe von Anteilen erfolgt. Der Betrag auf dem Aufgeldkonto steht dem (oder den) Gesellschafter(n) zur freien Verfügung. Der Betrag auf dem Aufgeldkonto kann verwendet werden, um Zahlungen auf Anteile zu leisten, die die Gesellschaft gegebenenfalls von ihrem (oder ihren) Gesellschafter(n) zurücknimmt, um realisierte Nettoverluste auszugleichen, um Ausschüttungen an den (oder die) Gesellschafter vorzunehmen, oder um ihn in die gesetzlichen Rücklagen einzustellen.

5.3 Alle Anteile sind mit den gleichen Rechten verbunden.

5.4 Die Gesellschaft kann ihre eigenen Aktien innerhalb der vom Gesetz über Handelsgesellschaften vorgesehenen Grenzen zurückkaufen.

6. Unteilbarkeit der Anteile. Im Verhältnis zur Gesellschaft sind die Anteile unteilbar, so dass nur ein Inhaber pro Anteil zugelassen ist. Miteigentümer haben eine einzige Person als Vertreter gegenüber der Gesellschaft zu bestimmen.

7. Übertragung von Anteilen.

7.1 Eine Übertragung von Anteilen ist grundsätzlich nur an eine Gesellschaft zulässig.

7.2 Vorkaufsrecht

(a) Innerhalb von 18 Monaten ab dem 20. Juni 2014 können die Anteile übertragen werden, und zwar nur an einen Geeigneten Empfänger (wie nachstehend definiert); jeder Gesellschafter hat ein Vorkaufsrecht bezüglich der Anteile des anderen Gesellschafters.

(b) Ein Geeigneter Empfänger ist ein institutioneller Anleger, der über ausreichende finanzielle Ressourcen verfügt, um allen Verpflichtungen nachzukommen, die aus seiner Position als Gesellschafter entstehen ("Geeigneter Empfänger"). Der

Nachweis der Finanzlage des Geeigneten Empfängers erfolgt durch dessen Jahresabschlüsse und Umsätze für die drei letzten Geschäftsjahre und/oder geeignete finanzielle Garantien.

(c) Wenn ein Gesellschafter beabsichtigt, ein verbindliches Angebot über den Verkauf seiner Anteile gegenüber einem Geeigneten Empfänger abzugeben ("Anbieter"), oder wenn er ein verbindliches Angebot über den Erwerb seiner Anteile von einem Geeigneten Empfänger erhält, und der Anbieter entscheidet, diese Anteile zu verkaufen, wird er zunächst ein schriftliches Angebot ("Angebot") über den Verkauf der Anteile an den anderen Gesellschafter ("Angebotsempfänger") zu denselben Konditionen abgeben, zu denen er beabsichtigt, an den Geeigneten Empfänger zu verkaufen. Das Angebot enthält alle konkreten und detaillierten Informationen zum geplanten Verkauf seitens des Anbieters an den Geeigneten Empfänger.

(d) Wenn der Angebotsempfänger beabsichtigt, das Angebot anzunehmen, teilt er dies dem Anbieter innerhalb von fünfundvierzig (45) Tagen nach dem Zugang des Angebots mit. Der Kaufvertrag zwischen dem Anbieter und dem Angebotsempfänger über alle Anteile, auf die sich das Angebot bezieht, kommt zustande, wenn die schriftliche Mitteilung des Angebotsempfänger über die Annahme des Angebots dem Anbieter zugeht; ein Kaufvertrag über eine geringere Zahl von Anteilen kann auf diesem Wege nicht abgeschlossen werden.

(e) Wenn der Angebotsempfänger nicht innerhalb von fünfundvierzig (45) Tagen nach dem Zugang des Angebots beim Angebotsempfänger mitteilt, dass er beabsichtigt, die Anteile zu erwerben, gilt dies als Ablehnung des Angebots und Nichtausübung des Vorkaufsrechts durch den Angebotsempfänger.

(f) Wenn die in Ziffer 7.2(d) genannte Frist von fünfundvierzig (45) Tagen abläuft, ohne dass der Angebotsempfänger seine Absicht zum Kauf der Anteile zum Ausdruck bringt, ist der Anbieter berechtigt, alle Anteile, auf die sich das Angebot an den Geeigneten Empfänger bezieht, zu Konditionen an den Geeigneten Empfänger zu verkaufen, die nicht günstiger sein dürfen als die Konditionen des Angebots; ein Kaufvertrag über eine geringere Zahl von Anteilen kann auf diesem Wege nicht abgeschlossen werden.

(g) Der Angebotsempfänger kann ein Mitglied seines Konzerns zur Ausübung des Vorkaufsrechts bestellen. Zur Klarstellung wird darauf hingewiesen, dass Tochtergesellschaften der Anteilsinhaber / Gesellschafter des Gesellschafters zum Konzern (die "Gruppe") im Sinne dieser Ziffer gehören.

7.3 Erstangebotsrecht

(a) Nach Ablauf von 18 Monaten ab dem 20. Juni 2014 hat jeder Gesellschafter gemäß dieser Ziffer 7.3 ein Erstangebotsrecht bezüglich der Anteile des anderen Gesellschafters.

(b) Wenn der Anbieter beabsichtigt, ein unverbindliches Angebot über den Verkauf seiner Anteile gegenüber einem potenziell interessierten Dritten ("Potenzieller Käufer") abzugeben, oder wenn er ein unverbindliches Angebot über den Erwerb seiner Anteile von einem Potenziellen Käufer erhält, und der Anbieter entscheidet, diese Anteile zu verkaufen, wird er zunächst ein Angebot über den Verkauf der Anteile an den Angebotsempfänger zu denselben Konditionen abgeben, zu denen er beabsichtigt, an den Potenziellen Käufer zu verkaufen. Das Angebot enthält lediglich Angaben zur Gesamtzahl der zum Verkauf stehenden Anteile und zum Kaufpreis im Falle eines Verkaufs des Anbieters an den Potenziellen Käufer.

(c) Wenn der Angebotsempfänger beabsichtigt, das Angebot anzunehmen, teilt er dies dem Anbieter innerhalb von fünfundvierzig (45) Tagen nach dem Zugang des Angebots mit. Der Kaufvertrag zwischen dem Anbieter und dem Angebotsempfänger über alle Anteile, auf die sich das Angebot bezieht, kommt zustande, wenn die schriftliche Mitteilung des Angebotsempfänger über die Annahme des Angebots dem Anbieter zugeht; ein Kaufvertrag über eine geringere Zahl von Anteilen kann auf diesem Wege nicht abgeschlossen werden.

(d) Wenn der Angebotsempfänger nicht innerhalb von fünfundvierzig (45) Tagen nach dem Zugang des Angebots beim Angebotsempfänger mitteilt, dass er beabsichtigt, die Anteile zu erwerben, gilt dies als Ablehnung des Angebots und Nichtausübung des Erstangebotsrechts durch den Angebotsempfänger.

(e) Wenn die in Ziffer 7.3(d) genannte Frist von fünfundvierzig (45) Tagen abläuft, ohne dass der Angebotsempfänger seine Absicht zum Kauf der Anteile zum Ausdruck bringt, ist der Anbieter für einen Zeitraum von sechs (6) Monaten nach dem Zugang des Angebots beim Angebotsempfänger berechtigt, alle Anteile, auf die sich das Angebot an den Potenziellen Käufer bezieht, zum Preis von mindestens 95 % des im Angebot genannten Kaufpreises und zu Konditionen, die nicht günstiger sein dürfen als die Konditionen des Angebots an den Potenziellen Käufer (oder einen Dritten) zu verkaufen; ein Kaufvertrag über eine geringere Zahl von Anteilen kann auf diesem Wege nicht abgeschlossen werden.

(f) Der Angebotsempfänger kann ein Mitglied seines Konzerns zur Ausübung des Erstangebotsrechts bestellen. Zur Klarstellung wird darauf hingewiesen, dass Tochtergesellschaften der Anteilsinhaber / Gesellschafter des Gesellschafters zum Konzern im Sinne dieser Ziffer gehören.

7.4 Konzerninterne Übertragung

(a) Ein Gesellschafter kann seine Anteile frei an ein Mitglied seines jeweiligen Konzerns übertragen. Zur Klarstellung wird darauf hingewiesen, dass Tochtergesellschaften der Anteilsinhaber / Gesellschafter des Gesellschafters zum Konzern im Sinne dieser Ziffer gehören.

(b) Im Falle einer Übertragung der Anteile eines Gesellschafters auf ein Konzernmitglied des betreffenden Gesellschafters ("Neuer Gesellschafter"), verpflichtet sich der übertragende Gesellschafter ("Zedent") zur Gewährung unmit-

telbarer Sicherheiten gegenüber dem anderen Gesellschafter im Hinblick auf die Verpflichtungen eines Neuen Gesellschafters gemäß dieser Satzung.

(c) Der Zedent und der Neue Gesellschafter werden den anderen Gesellschafter darüber in Kenntnis setzen, wenn der Neue Gesellschafter aus dem Konzern des Zedenten ausscheidet; der Zedent wird die betreffenden Anteile vom Neuen Gesellschafter erwerben (bzw. die Anteile sind auf den Zedenten zurück zu übertragen, jeweils unmittelbar bevor der Neue Gesellschafter aus dem Konzern des Zedenten ausscheidet). Verträge über die Übertragung von Anteilen an ein Mitglied des Konzern des Gesellschafters sollen wirksame und durchsetzbare Bestimmungen enthalten, wonach der Zedent solche Anteile vom Neuen Gesellschafter zurück erwirbt und der Neue Gesellschafter verpflichtet ist, die Anteile an den Zedenten zu veräußern und auf diesen zurück zu übertragen, wenn der Neue Gesellschafter den Konzern des Zedenten verlässt. Eine Übertragung von Anteilen auf ein Mitglied des Konzerns des Zedenten kann nur erfolgen, wenn und soweit der Zedent gegenüber den anderen Gesellschaftern nachweist, dass er die Verpflichtungen gemäß dieser Ziffer 7.4 vollumfänglich erfüllt hat. Jeder Gesellschafter soll dem anderen Gesellschafter die entsprechenden Informationen überlassen, die dieser in angemessener Weise benötigt, um festzustellen, ob der Neue Gesellschafter noch Mitglied des Konzerns des Zedenten ist.

Kapitel III. - Management

8. Geschäftsführung.

8.1 Die Gesellschaft wird von einem Geschäftsführer (der "Alleinige Geschäftsführer") oder mehreren Geschäftsführern verwaltet. Falls mehrere Geschäftsführer ernannt wurden, besteht der Geschäftsführerrat aus diesen Geschäftsführern (zusammen, der "Geschäftsführerrat", jeder Geschäftsführer einzeln, ein "Geschäftsführer"). Es ist nicht erforderlich dass der Alleinige Geschäftsführer oder die Mitglieder des Geschäftsführerrates, gegebenenfalls, Gesellschafter sind.

8.2 Der Alleinige Geschäftsführer oder die Mitglieder des Geschäftsführerrates können jederzeit durch eine Entscheidung der außerordentlichen Hauptversammlung der Gesellschafter, die im Einklang mit Kapitel IV getroffen wurde, abberufen werden.

8.3 Der Alleinige Geschäftsführer oder, im Falle einer Mehrzahl von Geschäftsführern, der Geschäftsführerrat ist befugt, alle Entscheidungen zu treffen, welche in Zusammenhang mit der Geschäftsführung der Gesellschaft stehen, solange dies gemäß Artikel 12 erfolgt.

8.4 Die Gesellschaft wird gegenüber Dritten vom Alleinigen Geschäftsführer, und im Falle einer Mehrzahl von Geschäftsführern von je zwei Geschäftsführern vertreten und wirksam verpflichtet und dies im Einklang mit Artikel 10 der Satzung, und gemäß Artikel 191 bis Absatz 5 des Gesetzes sind jede Urkunde, jeder Vertrag oder generell jedes Dokument, welches in Überstimmung mit Artikel 8 und 10 der hiesigen Satzung unterzeichnet wurden, Dritten gegenüber wirksam und bindend. Die Ausübung der Vertretungsmacht durch zwei Geschäftsführer benötigt keine vorherige Zustimmung vom einvernehmlich handelnden Geschäftsführerrat.

8.5 Die Geschäftsführer dürfen nicht, aufgrund ihres Mandates, persönlich für etwaige gültig von Ihnen im Namen der Gesellschaft abgeschlossene Verpflichtungen haftbar gemacht werden, vorausgesetzt diese Verpflichtungen entsprechen der Satzung und dem Gesetz.

Unbeschadet des vorstehenden Absatzes, beträgt die Verjährungsfrist etwaiger Klagen der Gesellschaft gegen einem Geschäftsführer ein Jahr, es sei denn es wurde eine Entscheidung von den Gesellschaftern im Einklang mit Artikel 13.9 vor dem Verfall der einjährigen Verjährungsfrist getroffen, um den Geschäftsführer, oder im Falle einer Mehrzahl von Geschäftsführern den Geschäftsführerrat, aus seiner Haftung zu entlassen, wobei die Vollstreckbarkeit von Klagen gegen die Geschäftsführer im Augenblick der Entlastung durch die Gesellschafter endet.

8.6 Der Alleinige Geschäftsführer, oder im Falle einer Mehrzahl von Geschäftsführern der Geschäftsführerrat, wird von einem Beirat unterstützt.

Der Beirat besteht aus bis zu 10 Mitgliedern formell ernannt vom Geschäftsführer oder, in Falle einer Mehrzahl von Geschäftsführern dem Geschäftsführerrat (die "Mitglieder des Beirats" oder einzeln das "Mitglied des Beirats").

Die Mitglieder des Beirats werden durch eine transparente, die indirekte Beteiligung der Endinvestoren der Gesellschafter bestimmende, Prozedur festgelegt (die "Endinvestoren") (die "Indirekte Beteiligung"). Zum Zweck der Festlegung der Indirekten Beteiligung, werden die Gesellschafter in Bezug auf das Vertretungsrecht im Beirat als transparent betrachtet.

Die Indirekte Beteiligung wird gemäß der folgenden Formel berechnet:

IB = G x B

Wobei:

IB = Indirekte Beteiligung

G = % der Beteiligung des jeweiligen Gesellschafters in der Gesellschaft

B = % der Beteiligung des Endinvestoren im jeweiligen Gesellschafter

Endinvestoren deren Indirekte Beteiligung 10.00% überschreitet, haben das Recht einen Vertreter in den Beirat zu entsenden. Um jeden Zweifel auszuschließen, darf kein Endinvestor mehr als einen Vertreter im Beirat ernennen, ungeachtet der Größe seiner Indirekten Beteiligung. Die Wahlrechte der Mitglieder des Beirats stehen den Indirekten Beteiligungen der Endinvestoren gleich.

Es wird kein Quorum für die Sitzungen des Beirats geben, obwohl die wichtigen Entscheidungen, wie sie unter a-f dieser Klausel 8.6 genannt werden, die Zustimmung von 60% der bestehenden Wahlrechten des Beirats benötigen.

Falls die verlangte Mehrheit von 60% der bestehenden Wahlrechte nicht erreicht wird, wird eine zweite Sitzung des Beirats innerhalb von 20 Geschäftstagen einberufen um die vorgestellte Frage wieder zu besprechen, basierend auf weiteren zur Verfügung gestellten Informationen und Dokumenten.

Falls die verlangte Mehrheit von 60% der bestehenden Wahlrechte des Beirats nicht in der zweiten Sitzung erreicht wird, gilt es das Verfahren der Klausel 8.7 anzuwenden.

Der Beirat wird vorwiegend in Luxemburg zusammenkommen. Der Beirat wird auf Einladung des Alleinigen Geschäftsführers oder, im Falle einer Mehrzahl von Geschäftsführern, des Geschäftsführerrates, des Vorsitzenden des Beirats oder einem Mitglied des Beirats zusammenkommen und tritt mindestens einmal im Jahr zusammen.

Die Mitglieder des Beirats stimmen entweder schriftlich ab oder halten ihre Sitzungen per Telefon oder persönlich ab, nachdem eine Einberufung unter Angabe der Gegenstände der Tagesordnung mit einer Frist von mindestens fünf (5) Bankarbeitstagen erfolgt ist (es sei denn jedes Mitglied des Beirats hat schriftlich darauf verzichtet).

Stimmt der Beirat nicht schriftlich ab, wird das Protokoll der Versammlung des Beirats vom Vorsitzenden des Beirats unterzeichnet.

Mitglieder des Beirats können Bevollmächtigte ernennen, um im Rahmen des anwendbaren Rechts Sitzungen beizuwohnen.

Der Beirat wird dem Alleinigen Geschäftsführer oder, im Falle einer Mehrzahl von Geschäftsführern, dem Geschäftsführerrat, seine vorherige Zustimmung erteilen, bevor der Geschäftsführerrat über einen der folgenden Punkte für die Gesellschaft entscheidet:

a) Potentielle neue Investitionen mit Ausnahme der Investitionen in die Gesellschaft;

b) Verkauf von Vermögenswerten;

c) an ihn durch den Alleinigen Geschäftsführer oder, im Falle einer Mehrzahl von Geschäftsführern, dem Geschäftsführerrat, herangetragene Interessenkonflikte;

d) spezielle Angelegenheiten die, nach Entscheidung der Hauptversammlung der Gesellschafter, dem Beirat zur Genehmigung vorgelegt werden soll;

e) die Verpfändung oder Belastung des Eigentums oder eines Grundstückes, das von der Gesellschaft gehalten wird, außer der ursprünglichen Verpfändung oder Belastung im Zusammenhang mit dem Kauf der Gesellschaft durch die Gesellschafter oder solche Verpfändung oder Belastung, die für den Kauf der Gesellschaft durch die Gesellschafter nötig sein könnte.

f) Finanzierung oder überschüssige Refinanzierung der Finanzierung der Gesellschafter im Zusammenhang mit dem Kauf der Gesellschaft durch die Gesellschafter und back-to-back Finanzierung durch Gesellschafterdarlehen gewährt durch die Gesellschafter (einschließlich Investec GLL Special Opportunities Real Estate Fund, FCP-FIS) an die Gesellschaft.

8.7 Ein durch den Beirat zustimmungsbedürftiges Drag Along Ereignis gilt im Hinblick auf die unter Klausel 8.6 b) genannten Angelegenheiten als eingetreten, sobald:

i. Der Verkauf von Kapitalanlagen durch den Ablauf der Lebensdauer von GLL Retail Center I, FCP-FIS oder Investec GLL Global Special Opportunities Real Estate Fund (die "Fonds") erforderlich ist, und

ii. Der (die) Fond(s) seine (ihre) Lebensdauer nicht verkürzt hat (haben), oder

iii. Die zweite Versammlung des Beirats keine 60% Mehrheit der abgegebenen Stimmen des Beirats im Hinblick auf die Abstimmung über den Verkauf der jeweiligen Vermögenswerte erreicht hat.

(a) Ein Drag Along Ereignis wie unter den hier oben stehenden Punkten i.-iii. kann nicht vor dem 29. Mai 2017 eintreten. Die Gesellschafter sind verpflichtet, sich mindestens ein Mal innerhalb des Monats nach der zweiten Versammlung zu treffen, um das Drag Along Ereignis zu verhandeln. Falls das Drag Along Ereignis nicht vom Beirat binnen eines Monats nach der zweiten Versammlung aufgelöst werden kann, wie unter 8.6 beschrieben (welches, um jeden Zweifel auszuschließen, im Falle einer Ablehnung des Beirats zur Zustimmung das Datum der Versammlung des Beirats ist oder das Datum der Umlaufbeschlüsse des Beirats, welche das Mehrheitserfordernis aus Klausel 8.6 nicht erfüllen (sollte der Umlaufbeschluss aus mehreren getrennten Dokumenten bestehen, so soll das Datum des letzten eingereichten Beschlusses entscheidend sein)), so soll der Alleinige Geschäftsführer oder, im Falle einer Mehrzahl von Geschäftsführern, der Geschäftsführerrat, den Wert der Anteile bestimmen. Zu diesem Zweck soll der Alleinige Geschäftsführer oder, im Falle einer Mehrzahl von Geschäftsführern, der Geschäftsführerrat, einen Marktwert der Anlageobjekte der Gesellschaft ("Marktwert") beschaffen. Der Alleinige Geschäftsführer oder, im Falle einer Mehrzahl von Geschäftsführern, der Geschäftsführerrat, soll dem Beirat eine Liste von mindestens drei fachkundigen, unabhängigen und seriösen externen Gutachtern (zusammen die "Unabhängigen Gutachter" oder einzeln der "Unabhängige Gutachter") vorschlagen. Sollte der Beirat einen einzelnen Gutachter mit einer Mehrheit von 60% der abgegebenen Stimmen ernennen, ist dieser Gutachter vom Alleinigen Geschäftsführer oder, im Falle einer Mehrzahl von Geschäftsführern, dem Geschäftsführerrat, befugt den Marktwert und somit auch den (Endgültigen) Drag Along Preis zu bestimmen. Sollte der Beirat keinen einzelnen Unabhängigen Gutachter ernennen, so soll der Alleinige Geschäftsführer oder, im Falle einer Mehrzahl von Geschäftsführern, der Geschäftsführerrat, drei Unabhängige Gutachter beauftragen, um den Wert der Vermögensgegenstände mit

dem Durchschnitt der drei Gutachten zu bestimmen und diesen für die Bestimmung des Marktwertes und des Drag Along Preises zu benutzen.

(b) Die Bewertung der Anteile erfolgt mittels der folgenden Formel und soll den Drag Along Preis der Anteile der Gesellschaft bestimmen, der von den Unabhängigen Gutachtern erstellt wird (die "Drag Along Preise"):

- Das letzte IFRS Kapital angepasst an den Cash-Flow der Tätigkeiten, aber ohne die Gewinne/Verluste der Verfügungen und nicht amortisierenden Akquisitionskosten

- abzüglich des Buchwerts der Anlageimmobilien

- zuzüglich des Marktwerts

- abzüglich Ausschüttungen von realisierten Verfügungen

- abzüglich Verfügungen und Liquidationskosten der Gesellschaft

(c) Nach der Bestimmung der Drag Along Preise und falls drei Unabhängige Gutachter ernannt worden sind, werden die von den Unabhängigen Gutachtern aufgestellten Drag Along Preise vom Alleinigen Geschäftsführer oder, im Falle einer Mehrzahl von Geschäftsführern, vom Geschäftsführerrat verglichen und sollten eventuelle Abweichungen unter den ermittelten Drag Along Preisen weniger als 10.00% betragen, so soll der Endgültige Drag Along Preis der Durchschnittswert aus allen drei Drag Along Preisen, wie sie von den Unabhängigen Gutachtern bestimmten worden sind, sein.

(d) Sollte die Abweichung zwischen den von den Unabhängigen Gutachtern bestimmten Drag Along Preisen mehr als 10.00% betragen, hat der Alleinige Geschäftsführer oder, im Falle einer Mehrzahl von Geschäftsführern, der Geschäftsführerrat, einen vierten Unabhängigen Gutachter zu ernennen (der "Vierte Unabhängige Gutachter"), der festlegt, welcher von den Unabhängigen Gutachtern bestimmte Drag Along Preis seiner eigenen Wertung des Drag Along Preises am Nähesten kommt. Gemäß der Beurteilung des Vierten Unabhängigen Gutachters soll dieser Drag Along Preis der Endgültige Drag Along Preis sein.

(e) Der Gesellschafter, für den das Drag Along Ereignis gemäß a. vorstehend bestätigt wird (der "Erste Gesellschafter") kann dem anderen Gesellschafter (dem "Zweiten Gesellschafter") ein schriftliches Angebot vorlegen (die "Angebotsmitteilung"), welche einen Transfer der von dem Ersten Gesellschafter zur Zeit gehaltenen Anteile (die "Erstverkauf Anteile") für den Endgültigen Drag Along Preis an den Zweiten Gesellschafter anbietet. Der Zweite Gesellschafter kann die Angebotsmitteilung annehmen oder einem Mitglied seiner Gruppe anheimstellen die Erstverkauf Anteile zu erwerben. Aus Gründen der Klarheit, umfasst die Gruppe für den Zweck dieser Klausel auch etwaige Tochtergesellschaften der Gesellschafter der Gesellschafter.

(f) Der Erste Gesellschafter soll eine Kopie der Angebotsmitteilung an die Gesellschaft schicken, zeitgleich zu der Angebotsmitteilung die an den Zweiten Gesellschafter geschickt wird.

(g) Der Zweite Gesellschafter oder das jeweilig ernannte Gruppenmitglied soll dem Ersten Gesellschafter schriftlich binnen 20 Geschäftstagen ab Zugang der Angebotsmitteilung mitteilen, ob er die Erstverkauf Anteile gemäß der Bedingungen der Angebotsmitteilung zu erwerben beabsichtigt.

(h) Sollte Zweite Gesellschafter oder das jeweilig ernannte Gruppenmitglied den Ersten Gesellschafter von seinem Willen die Erstverkauf Anteile nach den Bedingungen der Angebotsmitteilung zu erwerben informieren, so ist der Erste Gesellschafter verpflichtet, dem Zweiten Gesellschafter oder dem jeweilig ernannten Gruppenmitglied die Erstverkauf Anteile zum Endgültigen Drag Along Preis zu verkaufen. Der Zweite Gesellschafter oder das jeweilig ernannte Gruppenmitglied haben binnen 20 Tagen ab der schriftlichen Kundgabe ihres Erwerbswillens an den Ersten Gesellschafter, dem Ersten Gesellschafter den in der Angebotsmitteilung übermittelten Preis für die Erstverkauf Anteile zu zahlen und der Erste Gesellschafter soll binnen 15 Geschäftstagen ab Eingang des Endgültigen Drag Along Preises dem Zweiten Gesellschafter oder dem jeweilig ernannten Gruppenmitglied den ordnungsgemäß ausgeführten Übergang zugunsten des Zweiten Gesellschafters sowie den (die) Anteilsurkunde(n) der Erstverkauf Anteile zuzustellen. Der Endgültige Drag Along Preis soll einer Post-Abschluss Preis-Anpassung unterliegen, welche auf einem geprüften IFRS Abschlussbericht basiert.

(i) Falls der Zweite Gesellschafter dem Ersten Gesellschafter schriftlich mitteilt, die Erstverkauf Anteile nach den Bedingungen der Angebotsmitteilung nicht erwerben zu wollen ("Negative Bekanntmachung"), beginnt die Ausgangsprozedur, welche das Joint Venture Agreement vorsieht, das zwischen den Gesellschaftern und Investec GLL Fund Management Company S.A. in eigenem Namen aber für Investec GLL Global Special Opportunities Real Estate Fund handelnd besteht ("Joint Venture Agreement").

(j) Sollte nach Ablauf der oben genannten 20 Geschäftstage der Zweite Gesellschafter noch keine schriftliche Bekanntmachung wie sie unter (h) vorgesehen ist an den Ersten Gesellschafter kommuniziert haben, wird der Zweite Gesellschafter angesehen als hätte er die Angebotsmitteilung des Ersten Gesellschafters abgelehnt und die Ausgangsprozedur, welche das Joint Venture Agreement vorsieht, wird in Gang gesetzt.

9. Befugnisse des Geschäftsführers oder des Geschäftsführerrats.

9.1 Im Umgang mit Dritten, hat der Alleinige Geschäftsführer, oder im Falle einer Mehrzahl von Geschäftsführern, der Geschäftsführerrat, unbeschadet der Artikel 8 bis 10 dieser Satzung alle Befugnisse, um die Gesellschaft in allen Umständen zu vertreten und alle Geschäfte und andere Unternehmen die dem Objekt der Gesellschaft entsprechen zu verrichten.

9.2 Alle Befugnisse, welche nicht gesetzlich oder durch die Satzung der Hauptversammlung der Gesellschafter vorbehalten sind, fallen in die Zuständigkeit des Alleinigen Geschäftsführers, oder im Falle einer Mehrzahl von Geschäftsführern, des Geschäftsführerrats.

10. Vertretung der Gesellschaft. Gegenüber Dritten, wird die Gesellschaft unter allen Umständen (i) durch die Unterschrift des Alleinigen Geschäftsführers; (ii) im Falle einer Mehrzahl von Geschäftsführern, durch die gemeinsame Unterschrift von jeweils zwei Geschäftsführern; oder, (iii) den Umständen entsprechend, durch die gemeinsame oder einzelne Unterschrift(en) (einer) etwaigen Person(en) der (denen) solch eine Unterschriftsvollmacht gültig im Einklang mit der Satzung delegiert wurde, verpflichtet sein.

11. Bevollmächtigung und Bevollmächtigte des alleinigen Geschäftsführere oder des Geschäftführerrats.

11.1 Der alleinige Geschäftsführer oder, im Falle einer Mehrzahl von Geschäftsführern, jeweils zwei Geschäftsführer, können ihre Befugnisse für bestimmte Aufgaben jeweils auf einen oder mehrere Ad-Hoc Bevollmächtigte übertragen.

11.2 Der alleinige Geschäftsführer oder, im Falle einer Mehrzahl von Geschäftsführern, jeweils zwei Geschäftsführer, werden die Verpflichtungen und Vergütung (falls anwendbar), die Dauer der Vertretung sowie sonstige wesentliche Bedingungen der Bevollmächtigung bestimmen.

12. Geschäftsführerversammlung.

12.1 Im Falle eines Geschäftsführerrats, werden die Geschäftsführerversammlungen von jeweils einem Geschäftsführer an einem im Einberufungsschreiben angegebenen Ort einberufen. Schriftliche Ankündigung (einschließlich durch Email) jeder Geschäftsführerversammlung muss jedem Gesellschaftsführer mindestens achtundvierzig (48) Stunden im Voraus kommuniziert werden, außer in dringenden Fällen, welche im Einberufungsschreiben darzulegen sind.

12.2 Sind alle Geschäftsführer anwesend oder vertreten und diese geben diese an volle Kenntnis der Tagesordnung zu besitzen, kann auf die Einberufung verzichtet werden. Auf Einberufung einer Versammlung kann von den Geschäftsführern ebenfalls schriftlich (einschließlich durch Email) verzichtet werden, sei es vor oder nach der Versammlung. Es werden keine separaten Einberufungsschreiben für Versammlungen benötigt, die an Zeiten und Orten abgehalten werden, welche in einem vorher verabschiedeten Anhang vom Geschäftsführerrat angegeben wurden, oder in einer vorherigen Versammlung bestimmt wurden und im Versammlungsprotokoll niedergeschrieben wurden.

12.3 Jeder Gesellschafter darf in jeder Versammlung des Geschäftsführerrats agieren indem er einen anderen Geschäftsführer schriftlich oder durch Telegramm, Fax, Email oder Brief als seinen Bevollmächtigten ernennt. Ein Geschäftsführer mag ebenfalls über Telefon einen anderen Geschäftsführer als seinen Bevollmächtigten ernennen, solange dies an einem späteren Zeitpunkt schriftlich bestätigt wird.

12.4 Der Geschäftsführerrat bestimmt aus dem Kreis seiner Mitglieder einen Vorsitzenden (der "Vorsitzende"). Der Vorsitzende wird jede Versammlung des Geschäftsführerrats präsidieren. In seiner Abwesenheit oder seiner Handlungsunfähigkeit mögen die anwesenden Geschäftsführer einen unter ihnen als Vorsitzenden der jeweiligen Versammlung ernennen (der pro tempore Vorsitzende).

12.5 Der Geschäftsführerrat kann nur gültig beraten und agieren falls eine Mehrheit seiner Mitglieder anwesend oder vertreten ist. Die Beschlüsse des Geschäftsführerrats sind gültig, falls sie von der Mehrheit seiner Mitglieder gefasst wurden.

12.6 Das Benutzen von Videokonferenzgeräten und Telefonkonferenzen ist erlaubt, falls diese es jedem teilnehmenden Geschäftsführer erlauben die alle andere teilnehmende Geschäftsführer zu hören und von ihnen gehört zu werden, ob diese von dieser Technologie Gebrauch machen oder nicht, und jeder so teilnehmende Geschäftsführer werden als anwesend betrachtet und sei die Erlaubnis besitzen per Video oder Telefon abzustimmen.

12.7 Ein schriftlicher Beschluss ist ordnungsgemäß und rechtskräftig, wenn er von allen Mitgliedern des Geschäftsführerrats unterzeichnet wurde. Ein solcher Beschluss kann aus einem oder mehreren ähnlichen Dokumenten bestehen, die per Fax, per Email oder ähnlichen Mitteln. Diese Beschlüsse stehen einem Beschluss, der in einer ordnungsgemäß einberufenen sowie abgehaltenen Geschäftsführerratsversammlung gefasst wurde, gleich. Schriftliche Beschlüsse werden rechtswirksam am Tag der letzten Unterschrift eines Geschäftsführers oder, im Falle von partiell oder vollständig undatierten Unterschriften, am Eingangsdatum der letzten unterschriebenen Beschlüsse am eingetragenen Sitz der Gesellschaft.

12.8 Stimmen können über Fax, Email, Telefon oder ähnliche Mittel abgegeben werden, wenn diese Abstimmung später in Schriftform bestätigt wird. Das im Einklang mit der Satzung unterschriebene und das Abstimmungsthema dokumentierende Protokoll gilt als schriftliche Bestätigung.

12.9 Das Protokoll der Geschäftsführerversammlung ist vom Vorsitzenden oder, in seiner Abwesenheit, vom pro tempore Vorsitzenden der Versammlung, oder mindestens von zwei in der Versammlung anwesenden oder vertretenen Mitgliedern des Geschäftsführerrats zu unterschreiben. Auszüge hiervon können von einem Geschäftsführer oder einer Person, die hiervon von einem Geschäftsführer oder während der Versammlung bevollmächtigt wurden, beurkundet werden.

12.10 Im Falle eines Alleinigen Geschäftsführers, können die Beschlüsse des Alleinigen Geschäftsführers schriftlich dokumentiert werden.

Kapitel IV. - Hauptversammlung der Gesellschafter

13. Befugnisse der Hauptversammlung, Einberufung und Abhaltung von Versammlungen - Abstimmungen.

13.1 Beschlüsse der Gesellschafter werden im Rahmen einer Gesellschafterversammlung (die "Hauptversammlung") oder im Umlaufverfahren gefasst (die "Umlaufbeschlüsse ").

13.2 Sollen Umlaufbeschlüsse gefassst werden, wird der Wortlaut der Beschlüsse in satzungsgemäßer Weise an alle Gesellschafter versandt. Umlaufbeschlüsse, die von allen Gesellschaftern unterzeichnet sind, erlangen die gleiche Gültigkeit und Rechtskraft wie im Rahmen einer ordnungsgemäß einberufenen Hauptversammlung gefasste Beschlüsse zum Datum der zuletzt geleisteten Unterschrift.

13.3 Jeder Anteil gewährt eine Stimme.

13.4 Die Gesellschafter werden auf Veranlassung eines Managers oder von Gesellschaftern, die mehr als die Hälfte des Stammkapitals repräsentieren, zu Hauptversammlungen einbestellt oder um schriftliche Stellungnahmen gebeten.

13.5 Die schriftliche (auch per E-Mail) Mitteilung über eine Hauptversammlung an die Gesellschafter erfolgt mindestens fünf (5) Tage vor der Hauptversammlung, es sei denn es liegt ein Notfall vor, dessen Art und Umstände in der Mitteilung näher genannt werden.

13.6 Hauptversammlungen werden an dem Ort und zu dem Zeitpunkt abgehalten, die in der Einladung näher angegeben sind.

13.7 Wenn sämtliche Gesellschafter anwesend oder ordnungsgemäß vertreten sind und sich als ordnungsgemäß eingeladen und über die Tagesordnung der Versammlung ausreichend informiert ansehen, kann die Gesellschafterversammlung ohne vorherige Mitteilung einberufen werden.

13.8 Ein Gesellschafter kann eine anderen Person, gleich ob diese Gesellschafter ist oder nicht, schriftlich bevollmächtigen, ihn bei der Hauptversammlung zu vertreten.

13.9 Unabhängig von der Anzahl der Gesellschafter sind die Bilanz und die Gewinn- und Verlustrechnung den Gesellschaftern zur Genehmigung vorzulegen, die ebenfalls separat darüber abstimmen sollen, ob dem alleinigen Geschäftsführer oder, bei mehreren Geschäftsführern, der Geschäftsführung, Entlastung zu erteilen ist.

14. Alleiniger Gesellschafter.

14.1 Wenn es nur einen (1) Gesellschafter gibt, kommen dem alleinigen Gesellschafter sämtliche Befugnisse zu, die das Gesetz über Handelsgesellschaften der Hauptversammlung verleiht.

14.2 Ein Verweis in der Satzung auf die Gesellschafter und die Gesellschafterversammlung oder Umlaufbeschlüsse sind als Verweis auf diesen alleinigen Gesellschafter bzw. dessen Beschlüsse zu lesen.

14.3 Die Beschlüsse des Alleinigen Gesellschafters werden in einem Protokoll festgehalten oder schriftlich niedergelegt.

15. Mehrheiten.

15.1 Gemeinschaftliche Entscheidungen gelten nur dann als wirksam getroffen, wenn sie von Gesellschaftern genehmigt werden, die mehr als die Hälfte des Stammkapitals halten. Wird diese Zahl bei der ersten Versammlung oder der ersten schriftlichen Beratung nicht erreicht, wird durch Einschreiben an die Gesellschafter eine zweite Sitzung oder Beratung einberufen, und Entscheidungen werden mit der Mehrheit der abgegebenen Stimmen getroffen, ungeachtet des durch diese jeweils vertretenen Kapitals.

15.2 Beschlüsse über Satzungsänderungen können nur mit einer zahlenmäßigen Mehrheit von Gesellschaftern mit Eigentum an mehr als drei Viertel des Stammkapitals der Gesellschaft in Einklang mit den Bestimmungen des Gesetzes über Handelsgesellschaften gefasst werden.

15.3 Eine Änderung der Nationalität der Gesellschaft oder eine Erhöhung der Zahl der Gesellschafter kann allerdings nur einvernehmlich durch alle Gesellschafter und unter Einhaltung aller anderen rechtlichen Erfordernisse beschlossen werden.

Kapitel V. - Geschäftsjahr.

16. Geschäftsjahr.

16.1 Das Geschäftsjahr der Gesellschaft beginnt am ersten Tag des Monats Januar und endet am letzten Tag des Monats Dezember eines jeden Jahres.

16.2 Am Ende eines jeden Geschäftsjahrs erstellt der alleinige Geschäftsführer bzw. bei Vorhandensein mehrerer Geschäftsführer, die Geschäftsführung, den Jahresabschluss der Gesellschaft sowie ein Verzeichnis mit dem Wert der Aktiva und Passiva der Gesellschaft.

16.3 Jeder Gesellschafter hat das Recht, das obige Verzeichnis und die Bilanz am Sitz der Gesellschaft einzusehen.

17. Ausschüttung des Gewinns.

17.1 Vom Nettogewinn der Gesellschaft, welcher in Übereinstimmung mit den anwendbaren rechtlichen Bestimmungen ermittelt wurde, werden fünf Prozent (5%) zur Bildung der gesetzlichen Rücklage verwendet. Diese zwingende Verpflichtung zur Bildung der Rücklage endet, wenn diese Rücklage einen Betrag erreicht hat, der einem Zehntel des Gesellschaftskapitals entspricht.

17.2 Die Gesellschafter beschließen darüber, wie der Differenzbetrag des jährlichen Nettogewinns zu verwenden ist. Sie können einen solchen Differenzbetrag ausschütten, in die Rücklagen einstellen oder zum Gewinnvortrag nutzen.

17.3 Die Entscheidung, Dividenden auszuschütten und die Festlegung des Betrags einer solchen Ausschüttung erfolgt durch die Gesellschafterversammlung.

17.4 Die Geschäftsführung oder der alleinige Geschäftsführer kann, soweit das Gesetz über Handelsgesellschaften und die Satzung dies erlaubt, auf der Grundlage des von der Geschäftsführung oder dem alleinigen Geschäftsführer erstellten Jahresabschlusses, dem zu entnehmen ist, dass hinreichend Finanzmittel für eine Ausschüttung zur Verfügung stehen, eine Zwischenausschüttung beschließen, wobei zu beachten ist, dass der Ausschüttungsbetrag die seit dem Ende des letzten Geschäftsjahres erzielten Gewinne nicht überschreiten darf, erhöht um Gewinne aus Überträgen und ausschüttungsfähigen Rücklagen, jedoch abzüglich von Verlustvorträgen und Summen, die aufgrund Gesetzes oder dieser Satzung in die Rücklagen einzustellen sind.

Kapitel VI. - Liquidation

18. Auflösungsgründe. Die Gesellschaft wird wegen Todes, Außerkraftsetzung von Bürgerrechten, Insolvenz oder Bankrott des alleinigen Gesellschafters oder von einem der Gesellschafter nicht aufgelöst.

19. Liquidation.

19.1 Die Liquidation der Gesellschaft kann nur beschlossen werden, wenn sie von einer Mehrheit der Gesellschafter genehmigt wird, die mindestens drei Viertel des Stammkapitals der Gesellschaft vertreten.

19.2 Die Liquidation erfolgt durch einen oder mehrere Abwickler (liquidateur), Gesellschafter oder nicht, die von der Hauptversammlung der Gesellschafter bestellt werden, die auch dessen bzw. deren Befugnisse und Vergütung festlegen.

19.3 Ein alleiniger Gesellschafter kann die Auflösung der Gesellschaft beschließen und ihre Liquidation veranlassen, indem er persönlich alle bekannten und unbekannten Vermögenswerte und Verbindlichkeiten der Gesellschaft übernimmt.

Kapitel VII. - Geltendes Recht

20. Geltendes Recht. Für sämtliche Angelegenheiten, die in dieser Satzung nicht gesondert geregelt sind, wird auf die Bestimmungen des Gesetzes über Handelsgesellschaften verwiesen.

21. Teilunwirksamkeit. Wird eine in dieser Satzung enthaltene Bestimmung von einer zuständigen Instanz für unwirksam oder nicht durchsetzbar gehalten, ist diese Bestimmung durch eine Bestimmung zu ersetzen, die die für unwirksam oder nicht durchsetzbar gehaltene Bestimmung auslegt oder einschränkt, soweit dies erforderlich ist, um die Unwirksamkeit oder mangelnde Durchsetzbarkeit zu beseitigen und die der ursprünglichen mit der für unwirksam oder nicht durchsetzbar gehaltenen Bestimmung verfolgten Absicht am nächsten kommt. Die anderen Bestimmungen dieser Satzung bleiben vollumfänglich wirksam.

Zweiter Beschluss

Die Gesellschafter beschließen hiermit, den Sitz der Gesellschaft von 6A, Route de Trèves, L-2633 Senningerberg, Großherzogtum Luxemburg nach 15, rue Bender, L-1229 Luxemburg, Großherzogtum Luxemburg zu verlegen.

Dritter Beschluss

Die Gesellschafter beschließen hiermit, dass Deloitte Luxembourg als unabhängiger Abschlussprüfer der Gesellschaft für das kommende Geschäftsjahr bestellt wird.

Erklärung

Der unterzeichnete Notar, der Englisch spricht und versteht, erklärt hiermit, dass diese Urkunde auf Wunsch der obigen Parteien in englischer Sprache verfasst ist, und dem englischen Text eine deutsche Version folgt. Auf Wunsch derselben erschienenen Parteien hat im Falle von Widersprüchen zwischen dem englischen und dem deutschen Text die englische Version Vorrang.

DARAUFHIN wurde die vorliegende Urkunde an dem eingangs genannten Tag in Luxemburg errichtet.

Nach Verlesen dieser Urkunde gegenüber dem Erschienenen, hat dieser gemeinsam mit dem Notar die vorliegende Urkunde unterzeichnet.

Gezeichnet: Henri DA CRUZ, Jean SECKLER.

Enregistré à Grevenmacher, le 30 juin 2014. Relation GRE/2014/2562. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

Référence de publication: 2014095173/925.

(140112396) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 juillet 2014.

Vac Property One S.à r.l., Société à responsabilité limitée.

Capital social: EUR 5.102.748,00.

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

R.C.S. Luxembourg B 115.405.

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

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

Luxembourg, le 21 mai 2014.

Référence de publication: 2014075190/10.

(140088138) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Anata Technology S.à r.l., Société à responsabilité limitée.

Siège social: L-5634 Mondorf-les-Bains, 22, route de Luxembourg.

R.C.S. Luxembourg B 181.245.

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Les comptes annuels au 31.12.2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Fiduciaire Comptable B + C S.à.r.l.

Luxembourg

Référence de publication: 2014075285/11.

(140088881) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2014.

De Lage Landen Leasing, Succursale d'une société de droit étranger.

Adresse de la succursale: L-1931 Luxembourg, 13-15, avenue de la Liberté.

R.C.S. Luxembourg B 94.416.

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EXTRAITS

- Il résulte d'une décision prise en date du 24 août 2012 par l'assemblée générale de la société de droit belge DE LAGE LANDEN LEASING N.V/S.A. (la «Société») que Monsieur Erwin OLLIVIER a été nommé administrateur de la Société.

- Il résulte d'une décision prise en date du 24 août 2012 par le Conseil d'Administration de la Société que Monsieur Erwin OLLIVIER a été nommé administrateur-délégué de la Société.

- Il résulte d'une décision prise en date du 28 septembre 2012 par l'assemblée générale de la Société que la démission de Monsieur Sven VANBINST en sa qualité d'administrateur de la Société a été acceptée.

- Il résulte d'une décision prise en date du 28 septembre 2012 par le Conseil d'Administration de la Société que la démission de Monsieur Sven VANBINST en sa qualité d'administrateur-délégué de la Société a été acceptée.

- il résulte d'une décision prise en date du 18 juin 2013 par l'assemblée générale de la Société que la démission de Monsieur Johannes VAN DE WASSENBERG en sa qualité d'administrateur de la Société a été acceptée et que Madame Anne-Marie JORISSEN et Monsieur Jona DEMEY ont été nommés administrateurs de la Société.

- Il résulte d'une décision prise en date du 18 juin 2013 par l'assemblée générale de la Société que l'Article 18 des statuts de la Société a été modifié comme suit: «La société est valablement représentée en justice ainsi que dans tous les actes, y compris les actes auxquels un fonctionnaire public ou un officier ministériel prête son concours:

* soit par deux administrateurs agissant conjointement qui n'auront, en aucun cas, à justifier d'une décision préalable du conseil d'administration, à l'égard de tiers, y compris le conservateur des hypothèques.

* soit, dans les limites de la gestion journalière, par l'administrateur délégué agissant seul.

Elle est en outre valablement engagé par des mandataires spéciaux dans les limites de leurs mandats»

- Il résulte d'une décision prise en date du 23 mai 2014 par le Conseil d'Administration de la Société que l'adresse de la succursale a été transférée de L-2763 Luxembourg, 9 rue Sainte Zithe à L-1931 Luxembourg, 13-15 Avenue de la Liberté.

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

Luxembourg, le 27 mai 2014.

DE LAGE LANDEN LEASING S.A.

Signature

Un mandataire

Référence de publication: 2014075256/34.

(140088332) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Wallace Properties S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.525,00.

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

R.C.S. Luxembourg B 122.041.

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In the year two thousand and fourteen, on the twentieth day of May.

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

THERE APPEARED:

SECHEP INVESTMENTS HOLDING S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand-Duchy of Luxembourg, having a share capital of fifteen thousand euro (EUR 15,000.-), its registered office at 35, avenue Monterey, L-2163 Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 117239,

hereby represented by Maître Patrick Chantrain, lawyer, residing in Luxembourg, by virtue of a proxy given under private seal,

the appearing party being hereinafter referred to as the "Sole Shareholder".

The above mentioned proxy, signed by the appearing person and the undersigned notary, shall remain annexed to the present deed.

The Sole Shareholder has requested the undersigned notary to record that the Sole Shareholder is the sole shareholder of WALLACE PROPERTIES, S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand-Duchy of Luxembourg, having a share capital of twelve thousand five hundred twenty-five euro (EUR 12,525.-), whose registered office is at 35, avenue Monterey, L-2163 Luxembourg, Grand-Duchy of Luxembourg, incorporated following a deed of Maître Jean Seckler, notary residing in Junglinster, Grand-Duchy of Luxembourg, of 27 November 2006, published in the Mémorial C, Recueil des Sociétés et Associations number 58 of 26 January 2007 and registered with the Luxembourg Register of Commerce and Companies under number B 122041 (the "Company"). The articles of association of the Company have been lastly amended pursuant to a deed of Maître Martine Schaeffer, notary residing in Luxembourg, Grand-Duchy of Luxembourg, dated 20 December 2007, published in the Mémorial C, Recueil des Sociétés et Associations, number 552 of 5 March 2008.

The Sole Shareholder, represented as above mentioned, has recognised to be duly and fully informed of the resolutions to be taken on the basis of the following agenda:

Agenda

1. To amend article three (3) of the articles of association of the Company which shall read as follows:

" **Art. 3.** The object of the Company is the acquisition of equity stakes, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such equity stakes. The Company may in particular acquire by subscription, purchase, and exchange or in any other way, any stock, securities, bonds, debentures, certificates of deposit or other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin whatsoever.

The purpose of the Company includes in particular the acquisition, development, promotion, sale, management and/or lease of immovable properties either in the Grand Duchy of Luxembourg or abroad as well as all operations relating to immovable properties, including the direct or indirect holding of equities in Luxembourg or foreign companies, having as principal object the acquisition, development, promotion, sale, management and/or lease of immovable properties.

The Company may borrow in any form except by way of public offer. The Company may issue, by means of private investment, shares, bonds and other securities representing debts or credits. The Company may lend funds including the proceeds of any borrowings and/or issues of debt securities to its subsidiaries, affiliated companies or to any other company. It may also grant guarantees and stand security in favour of third parties, to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other company. The Company may further pledge, transfer, encumber or otherwise issue guarantees over all or over some of its assets.

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

2. Miscellaneous

The Sole Shareholder has requested the undersigned notary to record the following resolution:

Sole resolution

The Sole Shareholder resolved to amend article three (3) of the articles of association of the Company which will from now on read as follows:

" **Art. 3.** The object of the Company is the acquisition of equity stakes, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such equity stakes. The Company may in particular acquire by subscription, purchase, and exchange or in any other way, any stock, securities, bonds, debentures, certificates of deposit or other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin whatsoever.

The purpose of the Company includes in particular the acquisition, development, promotion, sale, management and/or lease of immovable properties either in the Grand Duchy of Luxembourg or abroad as well as all operations relating to immovable properties, including the direct or indirect holding of equities in Luxembourg or foreign companies, having as principal object the acquisition, development, promotion, sale, management and/or lease of immovable properties.

The Company may borrow in any form except by way of public offer. The Company may issue, by means of private investment, shares, bonds and other securities representing debts or credits. The Company may lend funds including the proceeds of any borrowings and/or issues of debt securities to its subsidiaries, affiliated companies or to any other company. It may also grant guarantees and stand security in favour of third parties, to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other company. The Company may further pledge, transfer, encumber or otherwise issue guarantees over all or over some of its assets.

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

Expenses

The expenses, costs, remuneration or charges in any form whatsoever, which shall be borne by the Company as a result of the present deed, are estimated at approximately EUR 900.- (nine hundred Euro).

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

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

The document having been read to the proxy holder of the appearing party, the said proxy holder signed together with the notary this original deed.

Suit la traduction française de ce qui précède:

L'an deux mille quatorze, le vingtième jour du mois de mai.

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

A COMPARU:

SECHEP INVESTMENTS HOLDING S.à r.l., une société à responsabilité limitée de droit luxembourgeois, ayant un capital social de quinze mille euros (EUR 15.000,-), son siège social au 35, avenue Monterey, L-2163 Luxembourg, Grand-Duché de Luxembourg et immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 117239,

représentée aux fins des présentes par Maître Patrick Chantrain, avocat, demeurant à Luxembourg, aux termes d'une procuration donnée sous seing privé,

la comparante étant ci-après dénommée l'«Associée Unique».

La procuration susmentionnée, signée par la comparante et le notaire soussigné, restera annexée aux présentes.

L'Associée Unique a requis le notaire soussigné d'acter que l'Associée Unique est l'associée unique de WALLACE PROPERTIES, S.à r.l., une société à responsabilité limitée régie par le droit luxembourgeois, ayant un capital social de douze mille cinq cent vingt-cinq euros (EUR 12.525,-), dont le siège social est au 35, avenue Monterey, L-2163 Luxembourg, Grand-Duché de Luxembourg, constituée suivant acte de Maître Jean Seckler, notaire de résidence à Junglinster, Grand-Duché de Luxembourg, en date du 27 novembre 2006, publié au Mémorial C, Recueil des Sociétés et Associations sous le numéro 58 du 26 janvier 2007 et immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 122041 (la «Société»). Les statuts de la Société ont été modifiés suivant acte reçu par Maître Martine Schaeffer, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, en date du 20 décembre 2007, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 552 en date du 5 mars 2008.

L'Associée Unique, représentée comme indiqué ci-avant, a reconnu avoir été dûment et pleinement informée des décisions à intervenir sur base de l'ordre du jour suivant:

Ordre du jour:

1. Modification de l'article trois (3) des statuts de la Société pour lui donner la teneur suivante:

« **Art. 3.** La Société a pour objet la prise de participations, tant au Luxembourg qu'à l'étranger, dans d'autres sociétés ou entreprises sous quelque forme que ce soit et la gestion de ces participations. La Société pourra en particulier acquérir

par souscription, achat, et échange ou de toute autre manière tous titres, actions et autres valeurs de participation, obligations, créances, certificats de dépôt et en général toutes valeurs ou instruments financiers émis par toute entité publique ou privée. Elle pourra participer à la création, au développement, à la gestion et au contrôle de toute société ou entreprise. Elle pourra en outre investir dans l'acquisition et la gestion d'un portefeuille de brevets ou d'autres droits de propriété intellectuelle de quelque nature ou origine que ce soit.

L'objet social de la Société inclut également l'acquisition, le développement, la promotion, la vente, la gestion et/ou la location de biens immobiliers au Grand-Duché de Luxembourg ou à l'étranger ainsi que toutes opérations immobilières, en ce inclus, la détention directe ou indirecte de participations dans des sociétés luxembourgeoises ou étrangères, dont l'objet principal est l'acquisition, le développement, la promotion, la vente, la gestion et/ou la location de biens immobiliers.

La Société pourra emprunter sous quelque forme que ce soit sauf par voie d'offre publique. Elle pourra procéder, par voie de placement privé, à l'émission de parts, d'obligations et d'autres titres représentatifs d'emprunts ou de créances. La Société pourra prêter des fonds, y compris ceux résultant des emprunts et/ou des émissions d'obligations, à ses filiales, sociétés affiliées et à toute autre société. Elle pourra également consentir des garanties ou des sûretés au profit de tierces personnes afin de garantir ses obligations ou les obligations de ses filiales, sociétés affiliées ou de toute autre société. La Société pourra en outre gager, nantir, céder, grever de charges toute ou partie de ses avoirs ou créer, de toute autre manière, des sûretés portant sur toute ou partie de ses avoirs.

La Société pourra accomplir toutes opérations commerciales, financières ou industrielles qui directement ou indirectement favorisent, ou se rapportent à, la réalisation de son objet social.".

2. Divers.

L'Associée Unique a requis le notaire soussigné d'acter la résolution suivante:

Résolution unique

L'Associée Unique décide de modifier l'article trois (3) des statuts de la Société qui aura désormais la teneur suivante:

« **Art. 3.** La Société a pour objet la prise de participations, tant au Luxembourg qu'à l'étranger, dans d'autres sociétés ou entreprises sous quelque forme que ce soit et la gestion de ces participations. La Société pourra en particulier acquérir par souscription, achat, et échange ou de toute autre manière tous titres, actions et autres valeurs de participation, obligations, créances, certificats de dépôt et en général toutes valeurs ou instruments financiers émis par toute entité publique ou privée. Elle pourra participer à la création, au développement, à la gestion et au contrôle de toute société ou entreprise. Elle pourra en outre investir dans l'acquisition et la gestion d'un portefeuille de brevets ou d'autres droits de propriété intellectuelle de quelque nature ou origine que ce soit.

L'objet social de la Société inclut également l'acquisition, le développement, la promotion, la vente, la gestion et/ou la location de biens immobiliers au Grand-Duché de Luxembourg ou à l'étranger ainsi que toutes opérations immobilières, en ce inclus, la détention directe ou indirecte de participations dans des sociétés luxembourgeoises ou étrangères, dont l'objet principal est l'acquisition, le développement, la promotion, la vente, la gestion et/ou la location de biens immobiliers.

La Société pourra emprunter sous quelque forme que ce soit sauf par voie d'offre publique. Elle pourra procéder, par voie de placement privé, à l'émission de parts, d'obligations et d'autres titres représentatifs d'emprunts ou de créances. La Société pourra prêter des fonds, y compris ceux résultant des emprunts et/ou des émissions d'obligations, à ses filiales, sociétés affiliées et à toute autre société. Elle pourra également consentir des garanties ou des sûretés au profit de tierces personnes afin de garantir ses obligations ou les obligations de ses filiales, sociétés affiliées ou de toute autre société. La Société pourra en outre gager, nantir, céder, grever de charges toute ou partie de ses avoirs ou créer, de toute autre manière, des sûretés portant sur toute ou partie de ses avoirs.

La Société pourra accomplir toutes opérations commerciales, financières ou industrielles qui directement ou indirectement favorisent, ou se rapportent à, la réalisation de son objet social."

Frais

Les dépenses, frais, rémunérations et charges, sous quelque forme que ce soit, qui seront supportés par la Société en conséquence du présent acte, sont estimés approximativement à EUR 900.- (neuf cents euros).

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

Le notaire soussigné, qui comprend et parle l'anglais, constate par les présentes, qu'à la requête de la comparante, le présent acte est rédigé en anglais suivi d'une version française; à la requête de la même comparante et en cas de divergences entre les textes anglais et français, la version anglaise fera foi.

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

Signé: P. CHANTRAIN, DELOSCH.

Enregistré à Diekirch, le 22 mai 2014. Relation: DIE/2014/6425. Reçu soixante-quinze (75.-) euros.

Le Receveur (signé) pd: RECKEN.

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

Diekirch, le 26 mai 2014.

Référence de publication: 2014075215/169.

(140087870) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

UBS Luxembourg Financial Group Asset Management S.A., Société Anonyme.

Siège social: L-1855 Luxembourg, 33A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 125.851.

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Extrait des résolutions prises lors de l'assemblée générale annuelle de la Société en date du 2 mai 2014

Conseil d'administration

Il résulte des résolutions prises lors de l'assemblée générale annuelle en date du 2 mai 2014 que les mandats des administrateurs suivants ont été renouvelés pour une durée qui expirera immédiatement après l'assemblée générale annuelle qui se tiendra en 2015:

- M. Pierre-Antoine Boulat, administrateur, demeurant au 33A, avenue J.F. Kennedy, L-1855 Luxembourg;
- M. Daniel Beck, administrateur, demeurant au 33A, avenue J.F. Kennedy, L-1855 Luxembourg; et
- M. Michael Zahn, administrateur, demeurant au 1, Finsbury Avenue, GB-EC2M 2PP, Londres.

Personne chargée du contrôle des comptes:

Il résulte des résolutions prises lors de l'assemblée générale annuelle en date du 2 mai 2014 que le mandat d'Ernst & Young, en tant que réviseur d'entreprises agréé, ayant son siège social au 7, Parc d'Activité Syrdall, L-5365 Munsbach, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 47771, a été renouvelé pour une durée qui expirera immédiatement après l'assemblée générale annuelle qui se tiendra en 2015:

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

UBS Luxembourg Financial Group Asset Management S.A.
Signature
Un Mandataire

Référence de publication: 2014075177/24.

(140088341) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Zork S.A., Société Anonyme.

R.C.S. Luxembourg B 50.110.

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Crédit Agricole Luxembourg Conseil S.A. résilie avec effet immédiat la convention de domiciliation conclue en date du 21/06/2002 la liant à la société anonyme ZORK S.A., dont le siège social est au 3 Avenue Pasteur, L-2311 Luxembourg, R.C.S. Luxembourg B 50.110

Luxembourg, le 22 avril 2014.
CREDIT AGRICOLE LUXEMBOURG CONSEIL
Agent Domiciliataire

Référence de publication: 2014075230/12.

(140088465) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Vida Investments S.à r.l., Société à responsabilité limitée.

Capital social: EUR 3.988.150,00.

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

R.C.S. Luxembourg B 144.574.

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Par résolutions prises en date du 21 mai 2014, les associés ont pris les décisions suivantes:

1. Nomination de Gary Pritchard, avec adresse professionnelle au 33, King Street, SW1Y 6RJ, Londres, Royaume-Uni, au mandat de gérant, avec effet immédiat et pour une durée indéterminée;

2. Acceptation de la démission de Louis G. Elson, avec adresse professionnelle au 33, King Street, SW1Y 6RJ, Londres, Royaume-Uni, de son mandat de gérant, avec effet immédiat.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 23 mai 2014.

Référence de publication: 2014075187/15.

(140088499) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Vac Property One S.à r.l., Société à responsabilité limitée.

Capital social: EUR 5.102.748,00.

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

R.C.S. Luxembourg B 115.405.

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

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

Luxembourg, le 21 mai 2014.

Référence de publication: 2014075191/10.

(140088156) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Vac Property One S.à r.l., Société à responsabilité limitée.

Capital social: EUR 5.102.748,00.

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

R.C.S. Luxembourg B 115.405.

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

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

Luxembourg, le 21 mai 2014.

Référence de publication: 2014075192/10.

(140088175) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Zork S.A., Société Anonyme.

Siège social: L-2311 Luxembourg, 3, avenue Pasteur.

R.C.S. Luxembourg B 50.110.

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Par la présente, je vous informe de ma démission en tant qu'Administrateur de votre société avec effet ce jour.

Luxembourg, le 22 avril 2014.

S.G.A. SERVICES S.A.

Administrateur

Sophie CHAMPENOIS

Représentant permanent

Référence de publication: 2014075228/13.

(140088217) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Vermietungsgesellschaft Objekt 12, Société à responsabilité limitée.

Siège social: L-2220 Luxembourg, 560, rue de Neudorf.

R.C.S. Luxembourg B 17.573.

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Entscheidung der Gesellschafter

Aufgrund der Amtsniederlegung des Geschäftsführers Ronald Hans Schmidt zum Ablauf des 30.4.2014, haben die Teilhaber der Gesellschaft VERMIETUNGSGESELLSCHAFT OBJEKT 12 folgende Entscheidungen getroffen:

Herr Ronald Hans Schmidt

wird als Geschäftsführer aus der Gesellschaft ausscheiden.

Herr Michael Böving

geboren am 31.10.1958 in Essen

Zum Schluchtor 38, 40883 Ratingen

wird auf unbegrenzte Zeit zum weiteren Geschäftsführer ernannt.

Luxembourg, den 30.4.2014.

ILV Immobilien-Leasing / SELEKTA

Verwaltungsgesellschaft Düsseldorf mbH / Grundstücksverwaltungsgesellschaft mbH

Unterschriften

Référence de publication: 2014075185/20.

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