

# MEMORIAL

Journal Officiel  
du Grand-Duché de  
Luxembourg



# MEMORIAL

Amtsblatt  
des Großherzogtums  
Luxembourg

## RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 2733

4 octobre 2014

### SOMMAIRE

|                                                                     |        |                                                                  |        |
|---------------------------------------------------------------------|--------|------------------------------------------------------------------|--------|
| ACRON Real Estate Portfolio .....                                   | 131147 | Diarough Management .....                                        | 131142 |
| ACRON Real Estate Portfolio SICAV-FIS .....                         | 131147 | Digital Services XXXII S.à r.l. ....                             | 131184 |
| C3 CIV GP S.à r.l. ....                                             | 131144 | Digital Services XXX S.à r.l. ....                               | 131145 |
| C3 CIV SCS .....                                                    | 131143 | Direct Best Invest S.à r.l. ....                                 | 131141 |
| Capital International Portfolios 2 .....                            | 131138 | D.O.T. International S.A. ....                                   | 131145 |
| CAPM Group S.A. ....                                                | 131138 | Dress Lux .....                                                  | 131145 |
| Captiva Capital II S.à r.l. ....                                    | 131140 | Duse III S. à r.l. ....                                          | 131183 |
| CCE Holdings (Luxembourg) .....                                     | 131139 | DV-III Q-Lux Feeder S.à r.l. ....                                | 131143 |
| CCE Holdings (Luxembourg) Comman-<br>dite .....                     | 131139 | DV-III Q-Lux Feeder S.à r.l. ....                                | 131142 |
| CCP III CZ S.à r.l. ....                                            | 131139 | EGHAM S.A., société de gestion de patri-<br>moine familial ..... | 131139 |
| CCP III UK Holdings S.à r.l. ....                                   | 131138 | Entremont S.à r.l. ....                                          | 131141 |
| Centex Immo S.A. ....                                               | 131140 | EPF Dundee Retail Park S.à r.l. ....                             | 131140 |
| Coatink Consultancy GmbH .....                                      | 131140 | Fondation Sclérose en Plaques Luxem-<br>bourg .....              | 131175 |
| Concept-Tech S.A. ....                                              | 131141 | Four Seasons Luxembourg S.à r.l. ....                            | 131138 |
| Concorde-Restaurations S.à r.l. ....                                | 131140 | Gea S.A. ....                                                    | 131178 |
| Consultys Group .....                                               | 131141 | GenMed Soparfi S.à r.l. ....                                     | 131180 |
| Continental Investment Holding .....                                | 131138 | GFI Software S.A. ....                                           | 131146 |
| Corpus Sireo Investment Residential No.<br>14 S.à r.l. ....         | 131141 | GIT Worms .....                                                  | 131146 |
| CORPUS SIREO Investment Residential<br>No. 22 S.à r.l. ....         | 131142 | GLL AMB Generali City22 S.à r.l. ....                            | 131146 |
| Cosilux .....                                                       | 131142 | Globasia Invest S.A. ....                                        | 131146 |
| Courreges Luxembourg .....                                          | 131143 | Gold Shana 26 S.à r.l. ....                                      | 131146 |
| CS German Retail No. 1 S.à r.l. ....                                | 131144 | Grainger European Healthcare Holdings<br>S.à r.l. ....           | 131173 |
| CVC Capital Partners Advisory Company<br>(Luxembourg) S.à r.l. .... | 131143 | Hermes Trade Receivables Sàrl .....                              | 131145 |
| Dapie Sàrl .....                                                    | 131143 | IMP S.à r.l. ....                                                | 131168 |
| DC Equipment S.A. ....                                              | 131144 | Ingram Micro Finance Luxembourg S.à r.l.<br>.....                | 131171 |
| Décolampe S.à r.l. ....                                             | 131144 | IQ-markets Holding S.à r.l. ....                                 | 131183 |
| Delimo S.à r.l. ....                                                | 131184 | IRB S.à r.l. ....                                                | 131183 |
| Del Monte Fresh Produce S.à r.l. ....                               | 131142 | JC Partners & Associés .....                                     | 131184 |
| Del Monte Luxembourg SARL .....                                     | 131139 | Keir International S.A. ....                                     | 131180 |
|                                                                     |        | TK Sàrl .....                                                    | 131165 |

**Capital International Portfolios 2, Société d'Investissement à Capital Variable.**

Siège social: L-2633 Senningerberg, 6C, route de Trèves.  
R.C.S. Luxembourg B 139.643.

Les comptes annuels au 31 mars 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.

Référence de publication: 2014118082/9.

(140136425) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**CAPM Group S.A., Société Anonyme.**

Siège social: L-2530 Luxembourg, 10A, rue Henri M. Schnadt.  
R.C.S. Luxembourg B 117.349.

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.

FIDUO

Référence de publication: 2014118083/10.

(140136768) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Continental Investment Holding, Société à responsabilité limitée.**

Siège social: L-2132 Luxembourg, 18, avenue Marie-Thérèse.  
R.C.S. Luxembourg B 161.861.

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: 2014118121/10.

(140136406) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**CCP III UK Holdings S.à r.l., Société à responsabilité limitée.**

**Capital social: GBP 46.231,00.**

Siège social: L-2310 Luxembourg, 16, avenue Pasteur.  
R.C.S. Luxembourg B 160.971.

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 29 juillet 2014.

Référence de publication: 2014118094/10.

(140136462) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Four Seasons Luxembourg S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 59.059.302,00.**

Siège social: L-1610 Luxembourg, 42-44, avenue de la Gare.  
R.C.S. Luxembourg B 169.803.

EXTRAIT

Suite à une fusion entre les sociétés Four Seasons Hotels Limited et 1908527 Ontario Limited en date du 1<sup>er</sup> janvier 2014, le numéro d'immatriculation de la société Four Seasons Hotels Limited est actuellement le 001909174.

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

Luxembourg, le 25 juillet 2014.

Pour la Société

Signature

Référence de publication: 2014118294/15.

(140135448) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2014.

---

**CCE Holdings (Luxembourg), Société à responsabilité limitée.**

Siège social: L-1818 Howald, 2, rue des Joncs.  
R.C.S. Luxembourg B 104.955.

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.

Référence de publication: 2014118089/9.

(140135668) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**CCE Holdings (Luxembourg) Commandite, Société en Commandite simple.**

Siège social: L-1818 Howald, 2, rue des Joncs.  
R.C.S. Luxembourg B 104.561.

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.

Référence de publication: 2014118090/9.

(140135670) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**CCP III CZ S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.590,00.**

Siège social: L-2310 Luxembourg, 16, avenue Pasteur.  
R.C.S. Luxembourg B 162.462.

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 29 juillet 2014.

Référence de publication: 2014118091/10.

(140136465) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**Del Monte Luxembourg SARL, Société à responsabilité limitée.**

**Capital social: USD 19.673.668,00.**

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.  
R.C.S. Luxembourg B 168.516.

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.

Référence de publication: 2014118151/9.

(140136900) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**EGHAM S.A., société de gestion de patrimoine familial, Société Anonyme - Société de Gestion de Patrimoine Familial.**

Siège social: L-2449 Luxembourg, 5, boulevard Royal.  
R.C.S. Luxembourg B 98.036.

**EXTRAIT**

Il résulte du Conseil d'administration qui s'est tenu le 30 juillet 2014 à 9:00 au siège social de la société que:

- la démission avant terme de Madame Beatriz Garcia de son mandat d'administrateur de la société a été acceptée;
- Monsieur Benjamin Bodig, demeurant au 5, boulevard Royal, L-2449 Luxembourg, est nommé administrateur par cooptation, en remplacement de l'administrateur démissionnaire, jusqu'à sa ratification par l'assemblée générale des actionnaires lors de la prochaine réunion, avec expiration du mandat en 2016.

Pour extrait sincère et conforme

Signature

*Le Conseil d'Administration*

Référence de publication: 2014118234/17.

(140136836) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**EPF Dundee Retail Park S.à r.l., Société à responsabilité limitée.****Capital social: GBP 20.000,00.**

Siège social: L-2633 Senningerberg, 6, route de Trèves.  
R.C.S. Luxembourg B 136.470.

Il résulte des résolutions signées par l'associé unique de la Société du 22 juillet 2014 qu'il a été décidé à l'unanimité:  
- De renouveler le mandat de réviseur d'entreprises agréé, PricewaterhouseCoopers S.à r.l., avec effet immédiat et pour une période se terminant lors de l'assemblée générale annuelle qui se tiendra en 2015.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 24 juillet 2014.

Pour extrait sincère et conforme

TMF Luxembourg S.A.

Signatures

*Signataire autorisé*

Référence de publication: 2014118247/17.

(140136482) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Centex Immo S.A., Société Anonyme.**

Siège social: L-1636 Luxembourg, 10, rue Willy Goergen.  
R.C.S. Luxembourg B 86.214.

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.

Référence de publication: 2014118100/9.

(140136402) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Coatink Consultancy GmbH, Société à responsabilité limitée.**

Siège social: L-9991 Weiswampach, 22, Gruuss-Strooss.  
R.C.S. Luxembourg B 156.398.

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.

Référence de publication: 2014118110/9.

(140136411) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Captiva Capital II S.à r.l., Société à responsabilité limitée.****Capital social: EUR 13.955,00.**

Siège social: L-2763 Luxembourg, 11, rue Sainte Zithe.  
R.C.S. Luxembourg B 110.391.

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 30 juillet 2014.

Référence de publication: 2014118084/10.

(140136985) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Concorde-Restaurations S.à.r.l., Société à responsabilité limitée.**

Siège social: L-8080 Bertrange, 80, route de Longwy.  
R.C.S. Luxembourg B 38.027.

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.

Référence de publication: 2014118119/9.

(140136828) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Concept-Tech S.A., Société Anonyme.**

Siège social: L-4963 Clémency, 9BIS, rue Basse.  
R.C.S. Luxembourg B 177.447.

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.  
Référence de publication: 2014118116/9.  
(140136643) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Consultys Group, Société à responsabilité limitée.****Capital social: EUR 104.280,00.**

Siège social: L-1116 Luxembourg, 6, rue Adolphe.  
R.C.S. Luxembourg B 173.265.

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.  
Référence de publication: 2014118120/9.  
(140136339) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Corpus Sireo Investment Residential No. 14 S.à r.l., Société à responsabilité limitée.**

Siège social: L-1246 Luxembourg, 4A, rue Albert Borschette.  
R.C.S. Luxembourg B 130.419.

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: 2014118123/10.

(140135778) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**Direct Best Invest S.à r.l., Société à responsabilité limitée.****Capital social: EUR 12.500,00.**

Siège social: L-1724 Luxembourg, 11A, boulevard du Prince Henri.  
R.C.S. Luxembourg B 132.894.

Les comptes annuels au 31.12.2009 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.

DIRECT BEST INVEST S.à.r.l  
Société à Responsabilité Limitée  
Signature

Référence de publication: 2014118192/12.

(140136624) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

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

Siège social: L-1840 Luxembourg, 41, boulevard Joseph II.  
R.C.S. Luxembourg B 173.089.

Le bilan au 31.12.2013 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, le 30 juillet 2014.

Pour ordre  
EUROPE FIDUCIAIRE (Luxembourg) S.A.  
Boîte Postale 1307  
L-1013 Luxembourg

Référence de publication: 2014118219/14.

(140137001) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**CORPUS SIREO Investment Residential No. 22 S.à r.l., Société à responsabilité limitée.**

Siège social: L-1246 Luxembourg, 4A, rue Albert Borschette.  
R.C.S. Luxembourg B 131.920.

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: 2014118125/10.

(140135811) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Cosilux, Société à responsabilité limitée.**

Siège social: L-3394 Roeser, 59, Grand-rue.  
R.C.S. Luxembourg B 137.274.

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: 2014118128/10.

(140135933) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Del Monte Fresh Produce S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 18.000,00.**

Siège social: L-1930 Luxembourg, 16A, avenue de la Liberté.  
R.C.S. Luxembourg B 180.098.

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.

Référence de publication: 2014118150/9.

(140136901) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Diarough Management, Société à responsabilité limitée.**

**Capital social: USD 170.000,00.**

Siège social: L-1471 Luxembourg, 412F, route d'Esch.  
R.C.S. Luxembourg B 119.881.

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.

Référence de publication: 2014118155/9.

(140135929) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**DV-III Q-Lux Feeder S.à r.l., Société à responsabilité limitée.**

Siège social: L-2453 Luxembourg, 6, rue Eugène Ruppert.  
R.C.S. Luxembourg B 163.340.

*Extrait des décisions prises par les associées en date du 30 juin 2014*

Le siège social a été transféré de L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte à L-2453 Luxembourg, 6, rue Eugène Ruppert.

Veillez noter que l'adresse professionnelle de Monsieur Vincent COINTEPAS et Monsieur Jean-Christophe DAUPHIN, gérants B, se situe désormais au L-2453 Luxembourg, 6, rue Eugène Ruppert.

Luxembourg, le 30 juillet 2014.

Pour extrait et avis sincères et conformes

Pour DV-III Q-Lux Feeder S.à r.l.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014118207/16.

(140135917) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Courreges Luxembourg, Société à responsabilité limitée.**

Siège social: L-1660 Luxembourg, 43, Grand-rue.

R.C.S. Luxembourg B 175.669.

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.

Signature.

Référence de publication: 2014118129/10.

(140136953) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**CVC Capital Partners Advisory Company (Luxembourg) S.à.r.l., Société à responsabilité limitée.****Capital social: EUR 12.500,00.**

Siège social: L-2163 Luxembourg, 20, avenue Monterey.

R.C.S. Luxembourg B 93.176.

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 22 juillet 2014.

Référence de publication: 2014118138/10.

(140136915) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**C3 CIV SCS, Société en Commandite simple.****Capital social: EUR 1.000.000,00.**

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

R.C.S. Luxembourg B 165.243.

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 28 juillet 2014.

Référence de publication: 2014118139/10.

(140136119) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Dapie Sàrl, Société à responsabilité limitée.**

Siège social: L-4979 Fingig, 75, rue Nicolas Margue.

R.C.S. Luxembourg B 123.773.

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 ROLAND KOHN S.à.r.l.

259 ROUTE D'ESCH

L-1471 LUXEMBOURG

Signature

Référence de publication: 2014118177/13.

(140136498) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**DV-III Q-Lux Feeder S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 163.340.

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 DV-III Q-Lux Feeder S.à r.l.*

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014118208/11.

(140135921) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**C3 CIV GP S.à r.l., Société à responsabilité limitée.****Capital social: EUR 12.500,00.**

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

R.C.S. Luxembourg B 165.200.

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 29 juillet 2014.

Référence de publication: 2014118140/10.

(140136046) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**DC Equipment S.A., Société Anonyme.**

Siège social: L-8814 Bigonville, 19, rue Principale.

R.C.S. Luxembourg B 92.058.

Les comptes annuels du 01/01/2013 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.

Référence de publication: 2014118141/10.

(140137094) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

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

Siège social: L-1631 Luxembourg, 11, rue Glesener.

R.C.S. Luxembourg B 81.817.

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 ROLAND KOHN S.à.r.l.

259 ROUTE D'ESCH

L-1471 LUXEMBOURG

Signature

Référence de publication: 2014118184/13.

(140136538) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**CS German Retail No. 1 S.à r.l., Société à responsabilité limitée.****Capital social: EUR 12.600,00.**

Siège social: L-2546 Luxembourg, 10, rue C.M. Spoo.

R.C.S. Luxembourg B 128.614.

*Extrait des décisions prises par l'actionnaire unique de la Société en date du 10 juillet 2014*

1. M. Richard James a démissionné de son mandat en qualité de gérant avec effet au 10 juillet 2014.
2. Mme. Nicola Hordern, avec adresse au 33 Margaret Street, W1G oJD Londres. Grande-Bretagne, a été nommé en qualité de gérant avec effet au 10 juillet 2014 et pour une durée indéterminée.
3. Le conseil de gérance se compose désormais comme suit:
  - Monsieur Godfrey Abel
  - Monsieur Michael Chidiac
  - Madame Nicola Hordern
  - Madame Lorna Mackie

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

Luxembourg, le 29 juillet 2014.

*Pour la Société*

Signature

Référence de publication: 2014118133/21.

(140136399) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---



**D.O.T. International S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 105.186.

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.

Référence de publication: 2014118143/9.

(140135718) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**Digital Services XXX S.à r.l., Société à responsabilité limitée.****Capital social: EUR 12.500,00.**

Siège social: L-1736 Senningerberg, 5, Heienhaff.

R.C.S. Luxembourg B 188.474.

Dieses Dokument dient dazu die bisher eingeschriebenen Informationen beim Luxemburger Gesellschafts- und Handelsregister zu aktualisieren.

- Die Denomination, Rechtsform und Handelsregisternummer der Teilhaberin der Gesellschaft, Rocket Internet GmbH, lautet mit sofortiger Wirkung wie folgt:

Rocket Internet AG, eine Aktiengesellschaft eingeschrieben beim Handelsregister des Amtsgerichts Charlottenburg unter der Nummer HRB 159634 B.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxemburg, den 28. Juli 2014.

Digital Services XXX S.à r.l.

Unterschrift

Référence de publication: 2014118159/18.

(140136098) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**Dress Lux, Société à responsabilité limitée.**

Siège social: L-4437 Soleuvre, 197, route de Differdange.

R.C.S. Luxembourg B 173.005.

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: 2014118167/10.

(140135935) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**Hermes Trade Receivables Sàrl, Société à responsabilité limitée.****Capital social: EUR 12.500,00.**

Siège social: L-1212 Luxembourg, 3, rue des Bains.

R.C.S. Luxembourg B 172.277.

*Extrait du procès-verbal de la réunion du conseil de gérance tenue le 9 juin 2014*

Contrôle des comptes

Conformément à l'article 22 des statuts de la Société, le conseil de gérance décide de nommer la société A3T S.A., ayant son siège social au 44 Boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, RCS Luxembourg B158687, à la fonction de Réviseur d'entreprises agréé, en charge du contrôle des comptes annuels au 31.12.2013 et dont le mandat expirera à l'issue de l'assemblée générale annuelle approuvant lesdits comptes annuels au 31.12.2013.

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

Luxembourg, le 30 juillet 2014.

Pour la Société

Référence de publication: 2014118429/17.

(140137009) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**GFI Software S.A., Société Anonyme.**

Siège social: L-2557 Luxembourg, 7A, rue Robert Stümper.  
R.C.S. Luxembourg B 147.127.

Der konsolidierte Jahresabschluss vom 01. Januar 2013 bis 31. Dezember 2013 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2014118372/10.

(140136290) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**GIT Worms, Société à responsabilité limitée unipersonnelle.**

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.  
R.C.S. Luxembourg B 170.443.

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 / Virginia Skelen  
Manager A / Manager B

Référence de publication: 2014118377/11.

(140136157) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**GLL AMB Generali City22 S.à r.l., Société à responsabilité limitée.**

Siège social: L-1229 Luxembourg, 15, rue Bender.  
R.C.S. Luxembourg B 128.989.

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, le 25 July 2013.

Jörg Fuchs  
Gérant

Référence de publication: 2014118379/12.

(140136788) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

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

Siège social: L-8070 Bertrange, 10B, rue des Mérovingiens.  
R.C.S. Luxembourg B 169.885.

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.

Référence de publication: 2014118381/9.

(140136697) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Gold Shana 26 S.à r.l., Société à responsabilité limitée.**

Siège social: L-2440 Luxembourg, 116, rue de Rollingergrund.  
R.C.S. Luxembourg B 172.055.

Les statuts coordonnés au 25/07/2014 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.

Redange-sur-Attert, le 30/07/2014.

Me Cosita Delvaux  
Notaire

Référence de publication: 2014118385/12.

(140136825) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**ACRON Real Estate Portfolio SICAV-FIS, Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé,  
(anc. ACRON Real Estate Portfolio).**

Siège social: L-1511 Luxembourg, 121, avenue de la Faïencerie.  
R.C.S. Luxembourg B 174.189.

In the year two thousand and fourteen, on the twenty-fourth of July.

Before Us, Maître Martine SCHAEFFER, notary residing in Luxembourg (Grand-Duchy of Luxembourg).

Was held

an extraordinary general meeting of shareholders of ACRON Real Estate Portfolio SICAV-FIS (the "Company"), a Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisée under the form of a société en commandite par actions, having its registered office at 121, avenue de la Faïencerie, L-1511 Luxembourg, Grand Duchy of Luxembourg registered with the Trade and Companies' Register in Luxembourg under section B number 174.189.

The Company has been incorporated on December 21<sup>st</sup>, 2012 for an unlimited duration pursuant to a deed of Maître Jean-Joseph WAGNER, notary residing in Sanem, Grand Duchy of Luxembourg, published in the Mémorial C, Recueil des Sociétés et Associations, on January 28<sup>th</sup>, 2013, number 200. The articles of incorporation of the Company have not yet been amended since.

The meeting was opened with Mrs Manuela DIETRICH, employee, residing professionally at 121, avenue de la Faïencerie, L-1511 Luxembourg, in the chair,

who appointed as secretary Mrs Corinne PETIT, employee, residing professionally at 74, avenue Victor Hugo, L-1750 Luxembourg.

The meeting elected as scrutineer Mrs Manuela DIETRICH, prenamed.

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

I. That the agenda of the meeting is the following:

*Agenda*

1. Amendment of the name of the Company from ACRON Real Estate Portfolio into ACRON Real Estate Portfolio SICAV-FIS;

2. Complete restatement of the articles of incorporation of the Company; and

3. Miscellaneous.

II. That the shareholders present or represented, the proxyholder of the represented shareholders and the number of their shares are shown on an attendance list; this attendance list, signed by the shareholders, the proxyholder of the represented shareholders and by the board of the meeting, will remain annexed to the present deed to be filed at the same time with the registration authorities. The proxies of the represented shareholders, initialled "ne varietur" by the appearing parties will also remain annexed to the present deed.

III. That all the shares being registered shares, the shareholders of the Company have been convened pursuant to a convening notice dated July 15<sup>th</sup>, 2014 sent by registered mail to the shareholders

and that it appears from the attendance list of the Company that out of twelve thousand and forty (12,040) shares, eleven thousand four hundred and thirty-five (11,435) shares, that is to say 94.975 % of the issued shares of the Company, are represented at the present extraordinary general meeting.

IV. That consequently the present meeting is regularly constituted and may validly deliberate on all the items of the agenda.

Then the general meeting, after deliberation, unanimously took the following resolutions:

*First resolution*

The general meeting RESOLVES to amend the name of the Company from ACRON Real Estate Portfolio into ACRON Real Estate Portfolio SICAV-FIS.

*Second resolution*

Furthermore, the general meeting RESOLVES to completely restate the Articles of Incorporation of the Company so that they shall henceforth read as follows:

|                            |                                                                                                                          |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------|
| "Adjusted Net Asset Value" | has the meaning ascribed to it in Article 11 hereof                                                                      |
| "Affiliate"                | in respect of a Person, any Person directly or indirectly controlling, controlled by, or under control with, such Person |
| "AIFM"                     | the alternative investment fund manager appointed by the Fund in accordance with Article 16 hereof                       |
| "Appendix" or "Appendices" | any appendix of the Issue Document                                                                                       |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Article"                   | an article of the Articles of Incorporation                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Articles of Incorporation" | the articles of incorporation of the Fund, as the same may be amended from time to time                                                                                                                                                                                                                                                                                                                                                                                          |
| "Bank Business Day"         | each full day upon which the banks are open for business in Luxembourg                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Benefit Plan Investor"     | means any (i) "employee benefit plan" as defined in section 3(3) of ERISA that is subject to Title I of ERISA, (ii) "plan" as defined in and subject to Section 4975 of the Code and (iii) entity whose underlying assets are deemed to include plan assets by reason of such an employee benefit                                                                                                                                                                                |
| "Board"                     | the board of Managers of the General Partner                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| "Central Administration"    | the central administration of the Fund, acting as the Fund's administrative agent and registrar and transfer agent in Luxembourg                                                                                                                                                                                                                                                                                                                                                 |
| "Class(es)"                 | means one or more classes of Ordinary Shares that may be available in each Subfund, whose assets shall be commonly invested according to the Investment Objective of that Sub-fund, but where a specific sales and/or redemption charge structure, fee structure, distribution policy, target Investor, denomination currency or hedging policy may be applied as further detailed in the relevant Appendix                                                                      |
| "Closing"                   | in respect of a particular Sub-fund, any date determined by the Board, on which Subscription Agreements may be accepted by the Fund                                                                                                                                                                                                                                                                                                                                              |
| "Commitment"                | the commitment of an Investor to subscribe for Ordinary Shares in a particular Sub-fund and to pay for them within the time limits and under the terms and conditions set forth in the Issue Document and summarised in such Investor's Subscription Agreement and the relevant Funding Notice                                                                                                                                                                                   |
| "CSSF"                      | the Commission de Surveillance du Secteur Financier                                                                                                                                                                                                                                                                                                                                                                                                                              |
| "Custodian"                 | such credit institution, investment firm, professional depositary of assets other than financial instruments or any other eligible entity that may qualify as depositary from time to time, as these entities are defined by the Luxembourg law of 5 April 1993 on the financial sector, as amended from time to time, and which shall satisfy the requirements of the Law of 13 February 2007 and the Law of 12 July 2013                                                       |
| "Defaulting Investor"       | an Investor declared as such by the General Partner in accordance with Article 7.3 hereof                                                                                                                                                                                                                                                                                                                                                                                        |
| "Drawdown"                  | in respect of a particular Sub-fund, the drawing of all or part of the Commitments received and accepted by the Fund pursuant to the terms of a Funding Notice                                                                                                                                                                                                                                                                                                                   |
| "ERISA"                     | Means the US Employee Retirement Income Security Act of 1974, as amended.                                                                                                                                                                                                                                                                                                                                                                                                        |
| "External Valuer"           | an external valuer within the meaning of Article 17 (4) a) of the Law of 12 July 2013 that may be appointed for the valuation of the Fund's assets in accordance with Article 11.1 hereof                                                                                                                                                                                                                                                                                        |
| "Fair Market Value"         | the price as determined dynamically as at a specific date by buyers and sellers in an open market                                                                                                                                                                                                                                                                                                                                                                                |
| "Final Closing"             | in respect of a particular Sub-fund, the date on which the Offer Period ends, as indicated in the relevant Appendix of the Issue Document if applicable                                                                                                                                                                                                                                                                                                                          |
| "First Closing"             | in respect of a particular Sub-fund, the date on which Subscription Agreements in relation to the first issuance of Ordinary Shares in the relevant Sub-fund have been received and accepted by the Fund (i.e. on a date determined by the General Partner in its discretion)                                                                                                                                                                                                    |
| "Fund"                      | ACRON Real Estate Portfolio SICAV-FIS, a Luxembourg investment company with variable capital - specialised investment fund (société d'investissement à capital variable - fonds d'investissement spécialisé) incorporated as a partnership by shares (société en commandite par actions) governed by the Law of 13 February 2007; for the purpose of these Articles of Incorporation, "Fund" shall also mean, where applicable, the General Partner acting on behalf of the Fund |
| "Funding Notice"            | in respect of a particular Sub-fund, a notice whereby the General Partner informs each Limited Shareholder of a Drawdown and requests the relevant Limited Shareholders to pay to the relevant Sub-fund whole or part of the remaining balance of their Commitments                                                                                                                                                                                                              |
| "General Partner"           | ACRON Lux Management S.à r.l., in its capacity as Unlimited Shareholder (associé commandité) of the Fund                                                                                                                                                                                                                                                                                                                                                                         |
| "Independent Appraiser"     | any Person, which has no interest in any Share and is not affiliated with the Fund, the General Partner and/or the Investment Advisor and any sub-investment advisor, appointed by the AIFM to appraise the value of properties and property rights                                                                                                                                                                                                                              |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | registered in the name of the Fund or any of its Subsidiaries as well as the direct or indirect shareholdings of the Fund in property companies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Initial Offer Period"    | in respect of a particular Sub-fund, the period during which Ordinary Shares in the Sub-fund are issued at the Initial Price as determined by the General Partner and set out in the Appendices                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Initial Price"           | in respect of a particular Sub-fund, the price at which Ordinary Shares in the Sub-fund are issued during the Initial Offer Period as determined by the General Partner and set out in the Appendices of the Issue Document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| "Investment Advisor"      | any person appointed as investment advisor of the AIFM with respect to a particular Sub-fund in accordance with the Offering Memorandum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| "Investor"                | a Well-Informed Investor whose Subscription Agreement has been accepted by the Fund or who has acquired any unfunded Commitment and/or Shares from another Investor; for the avoidance of doubt, the "Investor" shall include, where appropriate, a Shareholder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Issue Document"          | the issue document of the Fund, as the same may be amended from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| "Law of 10 August 1915"   | the Luxembourg law of 10 August 1915 relating to commercial companies, as amended from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "Law of 13 February 2007" | the Luxembourg law of 13 February 2007 relating to specialised investment funds, as the same may be amended from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| "Law of 12 July 2013"     | the Luxembourg law of 12 July 2013, relating to alternative investment fund managers, as amended from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| "Limited Shareholder"     | a holder of Ordinary Shares (actions ordinaires de commanditaires), whose liability is limited to the amount of its investment in the Fund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| "Luxembourg GAAP"         | the generally accepted accounting principles in Luxembourg, as the same may be amended from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| "Management Share"        | the management share (action de gérant commandité) held by the General Partner in the share capital of the Fund, in its capacity as Unlimited Shareholder (associé commandité)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| "Manager"                 | a member of the Board                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| "Member States"           | the twenty-eight member states of the European Union plus the states that are contracting parties to the agreement creating the European Economic Area ("EEA"), i.e., Iceland, Norway and Liechtenstein, within the limits set forth by this agreement and related acts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| "Net Asset Value"         | the net asset value of a particular Sub-fund as determined in accordance with Article 11 hereof and section 19 of the Issue Document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Offer Period"            | in respect of a particular Sub-fund, the period during which Ordinary Shares in the Sub-fund are offered for subscription, starting on the First Closing and ending with the Final Closing, if applicable for the relevant Sub-fund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "Ordinary Shares"         | the ordinary shares (actions ordinaires de commanditaire) held by the Limited Shareholders (actionnaires commanditaires) in the share capital of the Fund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| "Person"                  | any individual, corporation, limited liability company, trust, partnership, estate, unincorporated association or other legal entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Plan Asset Regulation"   | means 2510.3-101 of the United States Department of Labor Regulations (29 CFR 2510.3-101) as modified by Section 3(42) of ERISA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| "Prior Investor"          | in respect of an Investor in a particular Sub-fund, any existing Shareholder in the Sub-fund at the time such Investor's Commitment is accepted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Prohibited Person"       | any Person, if in the sole opinion of the General Partner, the holding of Shares by such Person may be detrimental to the interests of the existing Investors, the relevant Sub-fund or of the Fund, if it may result in a breach of any law or regulation, whether Luxembourg or otherwise, or if as a result thereof the Fund or the Sub-fund may become exposed to tax or other regulatory disadvantages (including, without limitation, causing the assets of the Fund or of the Sub-fund to be deemed to constitute "plan assets" for purposes of the US Department of Labor Regulations under ERISA), fines or penalties that it would not have otherwise incurred; the term "Prohibited Person" includes any Investor which does not meet the definition of Well-Informed Investor and any categories of Well-Informed Investors as may be determined by the General Partner as well as Investors which do not fulfil the tax declarations (ITIN, W-8BEN); for the avoidance of doubt, for each Sub-fund the Issue |

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                          | Document may provide for a specific definition of "Prohibited Person", which may exclude certain Persons from investing in specific Sub-funds only                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| "Real Estate"            | includes: <ul style="list-style-type: none"> <li>- properties consisting of land and buildings;</li> <li>- direct and indirect participations in real estate companies, including claims, loans and debt on such companies, the main object and purpose of which is the development, acquisition, promotion and sale as well as the letting of properties provided that these shareholdings must be at least as liquid as the property rights held directly by such real estate companies;</li> <li>- property related long-term interests such as surface ownership, lease-hold and options on real estate properties; and</li> <li>- any other meaning as given to the term by the Luxembourg supervisory authority and any applicable laws and regulations from time to time in Luxembourg</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Redemption Price"       | The price at which the Ordinary Shares are redeemed, as further described in Article 9 of the Articles of Incorporation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| "Reference Currency"     | the currency in which the Net Asset Value of a particular Sub-fund is denominated, as specified in the relevant Appendix                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Shareholder"            | any holder of (a) Share(s) of a particular Sub-fund, i.e. the Limited Shareholders and/or the Unlimited Shareholder as the case may be                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| "Shares"                 | shares of a particular Sub-fund in the capital of the Fund, including the Management Share held by the General Partner and the Ordinary Shares held by the Limited Shareholders                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| "Sub-fund"               | any sub-fund of the Fund, the details of which are specified in the relevant Appendix of the Issue Document and, where the context so requires, the term "Sub-fund" shall mean the General Partner acting on behalf of a particular Sub-fund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| "Subscription Agreement" | the subscription agreement entered into between an Investor and the Fund by which <ul style="list-style-type: none"> <li>- the Investor commits himself to subscribe for Ordinary Shares in a particular Sub-fund for a certain maximum amount, which amount will be payable to the Sub-fund in whole or in part when the Investor receives a Funding Notice;</li> <li>- the Fund commits itself to issue Ordinary Shares in a particular Sub-fund to the relevant Investor to the extent that such Investor's Commitment is called up and paid; and</li> <li>- the Investor makes certain representations and give certain warranties to the Fund</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| "Subscription Price"     | in respect of a particular Sub-fund, the price at which the Ordinary Shares are offered for subscription as further described in section 5.8 of the Issue Document and in the relevant Appendix                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| "Subsidiary"             | any local or foreign corporation or partnership or other entity (including for the avoidance of doubt any wholly-owned Subsidiary): <ol style="list-style-type: none"> <li>(a) which is controlled by the Fund; and</li> <li>(b) in which the Fund holds, through one or more Sub-funds, in aggregate more than 50% of the share capital; and</li> <li>(c) which does not have any activity other than the holding of investments which qualify under the investment objectives and policies of the Fund</li> </ol> any of the above mentioned local or foreign corporations or partnerships or other entities shall be deemed to be "controlled" by the Fund if (i) the Fund holds in aggregate, directly or indirectly, more than 50% of the voting rights in such entity or controls more than 50% of the voting rights pursuant to an agreement with the other shareholders or (ii) the majority of the managers or board members of such entity are members of the Board or of any Affiliates of the General Partner, except to the extent that this is not practicable for tax or regulatory reasons or (iii) the Fund has the right to appoint or remove a majority of the members of the managing body of that entity |
| "Term"                   | the term of a particular Sub-fund, as specified in the relevant Appendix                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "Undrawn Commitments"    | in respect of a particular Sub-fund, the portion of a Commitment that has not yet been drawn down and paid in to the Sub-fund;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| "Unlimited Shareholder"  | ACRON Lux Management S.à r.l., as holder of the Management Share (action de gérant commandité) and unlimited shareholder (actionnaire gérant commandité) of the Fund, liable without any limits for any obligations that cannot be met out of the assets of the Fund                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| "US"                     | United States of America, its territories or possessions or areas subject to its jurisdiction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |



|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "US Person"              | any citizen or resident of the United States of America or any territories or possessions or areas subject to its jurisdiction, any spouse of such a person, any greencard holder and any person qualifying as US person under Regulation S under the United States Securities Act or any substantially similar law                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| "Valuation Day"          | the last Bank Business Day of December and the last Bank Business Day of June of each year and such other day as may be determined by the Board for the purpose of calculating the Net Asset Value per Ordinary Share of any Sub-fund in accordance with the Articles of Incorporation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| "Well-Informed Investor" | has the meaning ascribed to it by article 2 of the Law of 13 February 2007, and includes: <ul style="list-style-type: none"> <li>a. institutional investors;</li> <li>b. professional investors, being those investors who are, in accordance with Luxembourg laws and regulations, deemed to have the experience, knowledge and expertise to make their own investment decisions and properly assess the risk they incur; and</li> <li>c. any other well-informed investor who fulfils the following conditions: <ul style="list-style-type: none"> <li>(i) declares in writing that he adheres to the status of well-informed investor and invests a minimum of EUR 125,000 in the Fund, or any equivalent amount in another currency; or</li> <li>(ii) declares in writing that he adheres to the status of well-informed investor and provides an assessment made by a credit institution within the meaning of the Directive 2006/48/EC, by an investment firm within the meaning of Directive 2004/39/EC or by a management company within the meaning of Directive 2009/65/EC, certifying his expertise, his experience and his knowledge in adequately appraising an investment in the Fund</li> </ul> </li> </ul> |

## ARTICLES OF INCORPORATION

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

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

The Fund exists under the corporate name of "ACRON Real Estate Portfolio SICAV-FIS".

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

The General Partner is authorised to transfer the registered office of the Fund within the City of Luxembourg.

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

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

**3. Object.** The object of the Fund is to invest its assets in a wide range of Real Estate assets and other assets permitted to a specialised investment fund governed by the Law of 13 February 2007 with the purpose of spreading investment risks and affording its Investors the results of the management of its portfolio.

The Fund may take any measures and carry out any transaction, which it may deem useful for the fulfillment and development of its purpose to the largest extent permitted under the Law of 13 February 2007.

**4. Duration.** The Fund is established for an unlimited period of time.

### Chapter II. - Capital, Shares

**5. Share capital - Classes of ordinary shares.** The minimum share capital of the Fund shall be, as required by the Law of 13 February 2007, one million two hundred and fifty thousand Euro (EUR 1,250,000). This minimum must be reached within a period of twelve (12) months following the authorisation of the Fund by the CSSF.

The capital of the Fund shall be represented by fully paid-up Shares of no par value and shall at all times be equal to its Net Asset Value as defined in Article 11 hereof.

The initial share capital of the Fund was set at 40,000 CHF (CHF forty thousand) represented by:

(i) by one (1) fully paid up Management Share with an issue price of CHF 1,000.- in the Sub-fund ACRON Real Estate Portfolio - ACRON Swiss Properties Fund, held by the General Partner in its capacity as Unlimited Shareholder, and (ii) by thirty nine (39) fully paid up Ordinary Shares with an issue price of CHF 1,000.- in the Sub-fund ACRON Real Estate Portfolio - ACRON Swiss Properties Fund held by the Limited Shareholders of no par value.

The General Partner may, at any time, establish several pools of assets, each constituting a Sub-fund within the meaning of article 71 of the Law of 13 February 2007.

The General Partner shall attribute a specific investment objective and policy, specific investment restrictions and a specific denomination to each Sub-fund.

The right of Shareholders and creditors relating to a particular Sub-fund or raised by the incorporation, the operation or the liquidation of a Sub-fund are limited to the assets of such Sub-fund. The assets of a Sub-fund will be answerable exclusively for the rights of the Shareholders relating to this Sub-fund and for those of the creditors whose claim arose in relation to the incorporation, the operation or the liquidation of this Sub-fund. In relation between Shareholders, each Sub-fund will be deemed to be a separate entity.

The General Partner may, at any time, issue different Classes of Ordinary Shares, which may differ, inter alia, in their fee structure, minimum investment requirement, type of target investors, distribution policy, Reference Currency or hedging policy. Those Classes of Ordinary Shares will be issued in accordance with the requirements of the Law of 13 February 2007 and the Law of 10 August 1915 and shall be disclosed in the Issue Document.

The Ordinary Shares of any Class are referred to as the "Ordinary Shares" and each as an "Ordinary Share" when reference to a specific Class of Ordinary Shares is not required.

The Management Share together with the Ordinary Shares of any Class are referred to as the "Shares" and each as a "Share" when reference to a specific category of Shares is not required.

The share capital of the Fund shall be increased or decreased as a result of the issue by the Fund of new fully paid-up Shares or the repurchase by the Fund of existing Shares from its Shareholders.

**6. Form of shares.** The Fund shall issue fully paid-in Shares of each Sub-fund and each Class in registered form only.

All issued Shares of the Fund shall be registered in the register of Shareholders which shall be kept by the Fund or by one or more entities designated thereto by the Fund and under the Fund's responsibility, and such register shall contain the name of each owner of registered Shares, his residence or elected domicile as indicated to the Fund, the number and Class of registered Shares held by him. The General Partner may decide to establish a sub-register of the register of Ordinary Shares in or outside of Luxembourg. Shareholders may incur additional costs for the registration of their Ordinary Shares in a sub-register.

Reference to the register of Shareholders in the Articles of Incorporation include reference to the sub-register of Shareholders where applicable. The inscription of the Shareholder's name in the register of Shareholders evidences his right of ownership of such registered Shares. The Fund shall normally not issue certificates for such inscription, but each Shareholder shall receive a written confirmation of his shareholding.

The Fund shall consider the person in whose name the Ordinary Shares are registered as the full owner of the Shares. Vis-à-vis the Fund, the Fund's Shares are indivisible, since only one owner is admitted per Share. Joint co-owners have to appoint a sole person as their representative towards the Fund. Notwithstanding the above, the Fund may decide to issue fractional Shares up to the nearest one hundredth of a Share. Such fractional Shares shall carry no entitlement to vote but shall entitle the holder to participate in the net assets of the relevant Class on a pro rata basis.

Subject to the provisions of Article 8 hereof, any transfer of registered Ordinary Shares shall be entered into the register of Shareholders; such inscription shall be signed by one or more Managers or officers of the Fund or by one or more other persons duly authorised thereto by the General Partner.

Ordinary Shares are freely transferable, subject to the provisions of Article 8 hereof.

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

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

Payments of distributions, if any, will be made to Shareholders in respect of registered Ordinary Shares at their addresses indicated in the register of Shareholders.

## **7. Issue and subscription for ordinary shares.**

### **7.1 Issue of Ordinary Shares**

The General Partner of the Fund is authorised, without limitation, to issue new Ordinary Shares of any Class and in any Sub-fund at any time without reserving for existing Limited Shareholders a preferential right to subscribe for the Ordinary Shares to be issued.



The General Partner may issue Ordinary Shares only to investors qualifying as Well-Informed Investors.

The General Partner may impose restrictions on the frequency with which Ordinary Shares are issued; the General Partner may, in particular, decide that Ordinary Shares in any Sub-fund and/or Class shall only be issued during one or more Closings, Offering Periods or at such other frequency as provided for in the Issue Document and that Ordinary Shares will only be issued to Well-Informed Investors having entered into a Subscription Agreement containing, inter alia, an irrevocable commitment and application to subscribe, during a certain period, for Ordinary Shares for a total amount as determined in the Subscription Agreement. As far as permitted under Luxembourg laws and regulations, any Subscription Agreement may contain specific provisions not contained in the other Subscription Agreements.

Furthermore, the General Partner may impose restrictions in relation to the minimum amount of to be initially committed for investment and the minimum amount of any additional investments, as well as the minimum shareholding, which any Limited Shareholder is required to comply with at any time. The General Partner may also decide to increase the issue price by any fees, commissions and costs as disclosed in the Issue Document.

The number of Ordinary Shares of any Sub-fund and/or Class issued to any Investor in connection with any Drawdown will be equal to the amount paid by the Investor under the related Funding Notice less any applicable fees and charges as determined by the General Partner in its discretion and detailed in the Issue Document, divided, as the case may be, by the applicable Subscription Price per Ordinary Share of the relevant Sub-fund and/or Class.

No Ordinary Shares of any Sub-fund and/or Class will be issued by the Fund during any period in which the determination of the Net Asset Value of the Ordinary Shares of the relevant Sub-fund and/or Class is suspended by the General Partner, as noted in Article 11 hereof. In the event the determination of the Net Asset Value per Ordinary Share of any Sub-fund and/or Class is suspended, any pending subscriptions of Ordinary Shares of the relevant Sub-fund and/or Class will be carried out on the basis of the next following Net Asset Value per Ordinary Shares of the relevant Sub-fund and/or Class as determined in respect of the Valuation Day following the end of the suspension period.

Drawdowns will usually be made by sending a Funding Notice fourteen (14) Bank Business Days in advance of the Drawdown date to the Investors. The General Partner may decide to shorten such period in its reasonable discretion.

The General Partner may delegate to any duly authorised director, manager, officer or to any other duly authorised agent the power to accept subscriptions, to receive payment of the price of the new Shares to be issued and to deliver them.

#### 7.2 Restrictions to the Subscription for Ordinary Shares

The Ordinary Shares may only be subscribed by Well-Informed Investors.

The General Partner may, in its absolute discretion, accept or reject subscription for Ordinary Shares. It may also restrict or prevent the ownership of Ordinary Shares by any Prohibited Person as determined by the General Partner or require any Investor to provide it with any information that it may consider necessary for the purpose of deciding whether or not such Investor is, or will be a Prohibited Person.

#### 7.3 Default provisions

The failure of an Investor to make, within a specified period of time determined by the General Partner in the relevant Funding Notice, any required contributions or certain other payments, in accordance with the terms of its Subscription Agreement, entitles the Fund to declare the relevant Investor a Defaulting Investor, which results in the penalties determined by the General Partner and detailed in the Issue Document, subject to the discretion of the General Partner to waive such penalties.

### 8. Transfer of shares.

#### 8.1 Transfer of Management Share

The transfer restrictions as set forth in Article 8.2 hereof shall not apply to the transfers of the Management Shares.

The Management Shares are freely transferable only to an Affiliate of the General Partner, provided that the transferee shall adopt all rights and obligations accruing to the General Partner relating to its position as a holder of the Management Shares and provided the transferee is a legal entity.

#### 8.2 Transfer of Ordinary Shares

Unless stipulated otherwise in these Articles of Incorporation, no Limited Shareholder will sell, assign or transfer any of its Ordinary Shares without the prior written consent of the General Partner. The consent of the General Partner may be reasonably withheld for any reason including those referred to below:

- (a) if the transferee does not qualify as a Well-Informed Investor or is a Prohibited Person;
- (b) if the General Partner reasonably considers that the transfer would cause the Fund and/or any Sub-fund to be terminated;
- (c) if the General Partner considers that the transfer would violate any applicable law, regulation or any term of the Fund's constitutive documents;
- (d) if the General Partner considers that the transfer would result in adverse tax or regulatory consequences to the Fund, any Sub-fund or the Limited Shareholders including, without limitation, that the assets of the Fund or any Sub-Fund would be deemed to constitute "plan assets" for purposes of ERISA and the Plan Asset Regulation;

(e) if the General Partner considers the transferee to be a competitor of the Fund, the Sub-fund or the General Partner, or to be of lower creditworthiness than the transferor;

(f) if the General Partner considers that the transferee is economically not in good standing or is not able to fulfil its payment obligations or is unwilling to grant an acceptable guarantee for its payment obligations; or

(g) if the General Partner considers that the transferee is unwilling to comply with applicable anti-money-laundering provisions.

In addition to the above, transfers of Ordinary Shares will be permitted as long as all the following conditions are satisfied:

(a) the purchaser, transferee or assignee thereof (the "Transferee") must qualify as a Well-Informed Investor;

(b) the Transferee must fully and completely assume in writing any and all remaining obligations relating to its position as a holder of Ordinary Shares (including, without limitation, the obligation to pay in the Undrawn Commitments in accordance with any Drawdown made by the General Partner) of the vendor or transferor of Ordinary Shares (the "Transferor") under the Subscription Agreement entered into by the Transferor;

(c) the Transferor shall remain jointly and severally liable with the Transferee for any and all remaining obligations relating to its position as holder of Ordinary Shares (including, without limitation, the obligation to pay the Undrawn Commitments in accordance with any Drawdown made by the General Partner);

(d) the Transferor shall irrevocably and unconditionally guarantee to the Fund, and the General Partner, as applicable, the due and timely performance by the Transferee of any and all obligations relating to its position as holder of Ordinary Shares (including, without limitation, the obligation to pay the Undrawn Commitments in accordance with any Drawdown made by the General Partner), and shall hold such parties harmless in that respect, to the extent permitted by law.

**9. Redemption of ordinary shares.** Unless otherwise provided in respect of a particular Sub-fund in the Appendices, the Fund is of the open-ended type and launched for an unlimited duration and the Ordinary Shares may be redeemed upon request by the Limited Shareholders in accordance with the redemption procedures provided for in this Article 9.

Sub-funds which are of the closed-ended type, as will, the case being, be set out in the Appendices, will generally be launched for a limited duration, which will be set out in the Appendices for the specific Sub-fund. The Ordinary Shares issued by closed-ended Sub-funds cannot be redeemed or repurchased at the request of the Limited Shareholders. The General Partner will however have the discretion to redeem Ordinary Shares on a pro rata basis. The Appendices may as well provide for specific exit strategies.

#### 9.1 General

Unless otherwise provided in the Appendices, any Limited Shareholder in an open-ended Sub-fund has the right at any time to have all or part of his Ordinary Shares of any Class of such Sub-fund redeemed by the Fund.

Any Ordinary Shares redeemed by the Fund will be cancelled. Any taxes, commissions and other fees incurred in connection with the payment of the redemption proceeds (including those taxes, commissions and fees incurred in any country in which Ordinary Shares are sold) will be charged by way of a reduction to any redemption proceeds to the redeeming Limited Shareholders.

#### 9.2 Procedure

Written redemption requests will only be processed once the original requests are received by the Central Administration or other duly appointed agent of the General Partner.

The redemption request must state the total amount the Limited Shareholder wishes to redeem and the Class and Sub-funds from which such Ordinary Shares are to be redeemed as well as all necessary references enabling the payment of the redemption proceeds.

The Redemption Price of Ordinary Shares of any Class in any Sub-fund will be the latest available Adjusted Net Asset Value of the relevant Class of the Sub-fund concerned on the day the Redemption Price is payable to the relevant Shareholder(s). A redemption fee may be imposed upon the redeeming Shareholder(s), as specified for each Class of each Sub-fund, where applicable, in the Appendix.

The Redemption Price (after deduction of redemption fee, if any) may be higher or lower than the Initial Price and/or Subscription Price paid by the Limited Shareholder at the time of subscription depending on whether the Adjusted Net Asset Value has appreciated or depreciated.

Payment for Ordinary Shares redeemed will be effected specified for each Sub-fund in the relevant Appendix, unless legal constraints, such as foreign exchange controls or restrictions on capital movements, or other circumstances beyond the control of the Custodian, make it impossible or impracticable to transfer the redemption amount to the country in which the application for redemption was submitted.

#### 9.3 Payments of Redemption Proceeds in Cash

The Redemption Price is payable in the Reference Currency of the relevant Sub-Fund.

The Fund will use reasonable efforts to transfer or dispose of its assets held by the relevant Sub-Fund(s), in order to provide for cash to satisfy the applications for redemption. Except as otherwise provided for each Sub-Fund and/or Class in the Appendix, at its entire discretion, the General Partner may decide to use leverage to satisfy the applications for

redemption in compliance with the terms contained herein or make use of its other revenues or reserves to fulfil such redemption requests.

#### 9.4 Limits on Redemption

Moreover, specific limitations on redemption may be provided in respect of a particular Sub-fund in the Appendix.

#### 9.5 Compulsory Redemption

If the Central Administration or the General Partner discovers at any time that Ordinary Shares are owned by a Prohibited Person, either alone or in conjunction with any other person, whether directly or indirectly, the General Partner acting on behalf of the Fund may at its discretion and without liability, compulsorily redeem the Ordinary Shares pursuant to the procedure set forth in these Articles of Incorporation after giving notice of at least ten calendar days, and upon redemption, the Prohibited Person will cease to be the owner of those Ordinary Shares.

The General Partner may require any Limited Shareholder to provide it with any information that it may consider necessary for the purpose of determining whether or not such owner of Shares is or will be a Prohibited Person.

#### 9.6 Suspension of Redemptions

No Ordinary Shares will be redeemed by any Sub-fund during any period in which the determination of the Net Asset Value per Share of such Sub-fund is suspended pursuant to the powers contained in these Articles of Incorporation and as indicated under Section 18.2 of the Issue Document.

Notice of suspension will be given to the redeeming Limited Shareholders and redemption requests made or pending during a suspension period may be withdrawn by notice in writing received by the Central Administration or other duly appointed agent of the General Partner prior to the end of the suspension period. Redemption requests not withdrawn will be processed by the Central Administration or other duly appointed agent of the General Partner on the first Valuation Day following the end of the suspension period on the basis of the Net Asset Value per Share of the relevant Sub-fund and Class determined on such Valuation Day.

**10. Conversion of ordinary shares.** In case of plurality of Classes of Ordinary Shares, conversions from one Class of Ordinary Shares in any Sub-fund into another Class of Ordinary Shares (if any) in the same Sub-fund and/or into another Class of Ordinary Shares of one or more other Sub-funds are not allowed.

### 11. Calculation of net asset value per share.

#### 11.1 Calculation

To the extent required by and within the limits laid down under Luxembourg laws and regulations, the net asset value per Ordinary Share will be calculated by the Central Administration or any other agent, which shall satisfy the requirements of the SIF Law and the Law of 12 July 2013 under the responsibility of the AIFM. If an external valuer within the meaning of article 17 (4) a) of the Law of 12 July 2013 is appointed for the valuation of the Fund's assets, it shall not delegate the valuation function to a third party. The name of the appointed external valuer (if any) will be incorporated in the Issue Document.

The Net Asset Value per Ordinary Share will be expressed in the Reference Currency of the relevant Sub-fund and shall be determined in accordance with Luxembourg law and Luxembourg GAAP.

The Net Asset Value per Share of each Class and/or Sub-fund is calculated up to two decimal places.

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

The Net Asset Value per Share of each Class in each Sub-fund on any Valuation Day is determined by dividing (i) the net assets of the relevant Sub-fund on such Valuation Day, by (ii) the number of Ordinary Shares then outstanding, in accordance with the valuation rules set forth below and Luxembourg GAAP.

In compliance with the Law of 13 February 2007, the accounts of the Subsidiaries of the Sub-fund will not be consolidated with the accounts of the Fund.

The total net assets of the Fund will be equal to the difference between the gross assets (including the Fair Market Value of Real Estate assets and development projects owned by the Fund and its Subsidiaries) and the liabilities of the Fund. The accounts of the Fund will be prepared in accordance with Luxembourg GAAP.

The calculation of the Net Asset Value of the each Sub-fund shall be made in the following manner:

#### 11.2 Assets of the Sub-fund

The assets of each Sub-fund shall include:

- (a) all properties or property rights registered in the name of the Sub-fund or any of its Subsidiaries;
- (b) all shares, units, convertible securities, debt and convertible debt securities or other securities of Subsidiaries registered in the name of the Sub-fund;
- (c) all shareholdings in convertible and other debt securities of real estate companies;
- (d) all cash in hand or on deposit, including any interest accrued thereon;
- (e) all bills and demand notes payable and accounts receivable (including proceeds of properties, property rights, securities or any other assets sold but not delivered);
- (f) all bonds, time notes, certificates of deposit, shares, stock, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the Sub-fund;

(g) all stock dividends, cash dividends and cash payments receivable by the Sub-fund to the extent information thereon is reasonably available to the Fund or the Custodian;

(h) all rentals accrued on any real estate properties or interest-accrued on any interest-bearing assets owned by the Sub-fund except to the extent that the same is included or reflected in the value attributed to such asset;

(i) the formation expenses of the Sub-fund, including the cost of issuing and distributing Shares of the Sub-fund; and

(j) all other assets of any kind and nature including expenses paid in advance, insofar as the same have not been written off.

11.3 The value of the Sub-fund's assets shall be determined as follows:

(a) Real Estate investments registered in the name of the Sub-fund or a direct or indirect Subsidiary of the Sub-fund will be valued by one or more Independent Appraisers under the responsibility of the AIFM at the end of each fiscal year and on such other days as the General Partner may determine. Semi-annual desktop valuations will be used for the calculation of the Net Asset Value on a Valuation Day other than at the end of each fiscal year;

(b) securities listed on a stock exchange or dealt in on another regulated market will be valued on the basis of the last available publicised stock exchange or Fair Market Value;

(c) securities which are not listed on a stock exchange nor dealt in on another regulated market will be valued on the basis of the probable net realisation value (excluding any deferred taxation) estimated with prudence and in good faith by the AIFM;

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

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

The value of interest rate swaps will be excluded and the acquisition costs of assets will be included and subsequently written off over a period of five years, for the purpose of determining the adjusted Net Asset Value of each Sub-fund (the "Adjusted Net Asset Value").

The value of all assets and liabilities not expressed in the Reference Currency of the Sub-fund will be converted into the Reference Currency at the relevant rates of exchange ruling on the relevant Valuation Day. If such quotations are not available, the rate of exchange will be determined with prudence and in good faith by or under procedures established by the General Partner.

11.4 Liabilities of the Sub-fund

The Liabilities of each Sub-fund shall include:

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

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

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

(d) all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid distributions declared by the Sub-fund, where the Valuation Day falls on the record date for determination of the person entitled thereto or is subsequent thereto;

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

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

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

For the purpose of the above,

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

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

(c) all investments, cash balances and other assets expressed in currencies other than the Euro shall be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the Net Asset Value per Ordinary Share; and

(d) where on any Valuation Day the Sub-fund has contracted to:

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

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

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

The latest Net Asset Value per Ordinary Share may be obtained at the registered office of the Fund at the latest sixty (60) Bank Business Days after the most recent Valuation Day.

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

#### 11.5 Temporary suspension of the calculation of the Net Asset Value per Share

The General Partner may suspend the determination of the Net Asset Value of any particular Sub-fund and/or Class of Shares during:

(a) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the General Partner, disposal of the assets owned by the relevant Sub-fund is not reasonably practicable without this being seriously detrimental to the interests of Shareholders;

(b) any breakdown in the means of communication normally employed in determining the price of any of the Sub-fund's assets or if for any reason the value of any asset of the Sub-fund which is material in relation to the determination of the Net Asset Value (as to which materiality the General Partner shall have sole discretion) may not be determined as rapidly and accurately as required;

(c) any period when the value of any wholly-owned (direct or indirect) Subsidiary of the Sub-fund may not be determined accurately;

(d) any period when any transfer of the Sub-fund involved in the realisation or acquisition of investments cannot in the opinion of the General Partner be effected at normal rates of exchange;

(e) upon the publication of a notice convening a general meeting of Shareholders for the purpose of resolving to wind-up the Fund or the Sub-fund;

(f) any period when any one of the principal markets or other stock exchanges on which a portion of the assets of the Sub-fund of the Fund, are quoted is closed (otherwise than for ordinary holidays) or during which dealings therein are restricted or suspended; or

(g) when for any other reason, the prices of any investments cannot be promptly or accurately ascertained.

Notice of such suspension shall be published, if deemed appropriate by the AIFM.

### Chapter III. - Management

**12. The general partner.** The Fund shall be managed by ACRON Lux Management S.à r.l., a Luxembourg limited liability company (société à responsabilité limitée), in its capacity as Unlimited Shareholder of the Fund.

The General Partner will have the broadest powers to administer and manage the Fund, to act in the name of the Fund in all circumstances and to carry out and approve all acts and operations consistent with the Fund's object, within the limits set out in these Articles of Incorporation and the Issue Document.

All powers not expressly reserved by law or the present Articles of Incorporation to the general meeting of Shareholders fall within the competence of the General Partner. The Limited Shareholders shall neither participate in nor interfere with the management of the Fund.

The General Partner will have the power, in particular, to decide on the investment objectives, policies and restrictions and the course of conduct of the management and business affairs of the Fund, in compliance with these Articles of Incorporation, the Issue Document and the applicable laws and regulations. The General Partner will have the power to enter into administration, investment and advisor agreements and any other contract and undertakings that it may deem



necessary, useful or advisable for carrying out the object of the Fund. The General Partner will use its reasonable commercial efforts to, and notwithstanding any other provision of this Constitution to the contrary shall have full authority to, limit purchases, transfers, withdrawals and redemptions of interests and require transfers, redemptions, or withdrawals (in whole or in part) so that, as determined for purposes of Section 3(42) of ERISA and the Plan Asset Regulation, investment by Benefit Plan Investors in the Fund and each Sub-Fund should not be deemed to be "significant".

**13. Termination of the general partner.** The General Partner may be removed at any time without cause by means of a resolution of the general meeting of the Shareholders adopted as follows:

(a) the quorum shall be at least ninety-five per cent (95%) of the share capital being present or represented;

(b) the resolution must then be passed by at least ninety-five per cent (95%) of the votes of the capital present or represented. For the avoidance of doubt, the approval of the General Partner is not required, as provided for in these Articles of Incorporation, to validly decide on its removal.

The General Partner may also be removed at any time for cause (i.e. in case of fraud, gross negligence or willful misconduct as determined by a court and resulting in a material economic disadvantage for the Fund), by means of a resolution of the general meeting of Shareholders adopted as follows:

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

(b) in both meetings, resolutions must be passed by at least two thirds of the votes of the capital present or represented. For the avoidance of doubt, the approval of the General Partner is not required, as provided for in these Articles of Incorporation, to validly decide on its removal.

In the event of the removal of the General Partner, the general meeting of Shareholders will appoint a new general partner by means of a resolution adopted in the manner required to amend these Articles of Incorporation as described in Article 37 hereof, subject to prior the approval of the CSSF.

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

No Limited Shareholder shall represent the Fund.

**15. Liability of the general partner and limited shareholders.** The General Partner shall be liable with the Fund for all debts and losses, which cannot be recovered out of the Fund's assets.

The Limited Shareholders shall refrain from acting on behalf of the Fund in any manner or capacity whatsoever except when exercising their rights as Shareholders in general meetings of the Shareholders and shall be liable to the extent of their contributions to the Fund.

**16. Delegation of powers; agents of the general partner.** The General Partner may, at any time, appoint officers or agents of the Fund as required for the affairs and management of the Fund, provided that the Limited Shareholders cannot act on behalf of the Fund without losing the benefit of their limited liability. The appointed officers or agents shall be entrusted with the powers and duties conferred to them by the General Partner.

The General Partner will determine any such Investment Advisors', sub-investment advisors', officers' or agents' responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of his agency.

Furthermore, the General Partner may create from time to time one or several committees composed of Managers of and/or external persons and to which it may delegate powers as appropriate.

The General Partner may also confer special powers of attorney by notarial or private proxy.

The Fund may appoint an external AIFM or remain internally-managed under the conditions and within the limits laid down by Luxembourg laws and regulations, in particular the SIF Law and the Law of 12 July 2013. Details regarding the appointment of the external AIFM or internally-managed structure of the Fund will be incorporated in the Issue Document of the Fund.

**17. Conflict of interest.** In the event that a particular Sub-fund is presented with an investment proposal involving a property owned (in whole or in part) by a Limited Shareholder, the AIFM, the General Partner, the Investment Advisor or sub-investment advisor or any Affiliate thereof, or involving any portfolio company whose shares are held by, or which has borrowed funds from any of the aforementioned Persons, (including any managed, advised, or sponsored investment funds), such Person will fully disclose such conflict of interest to the AIFM and the General Partner who shall inform the Limited Shareholders accordingly.

In the event that a particular Sub-fund is presented with an investment proposal in a property or portfolio company which was or is advised by the AIFM, the General Partner, the Investment Advisor or any sub-investment advisor or any Affiliate thereof, the terms of such advisory work shall be fully disclosed to the General Partner and/or the Limited Shareholders, prior to the AIFM making a decision on such proposed investment.

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

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

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

Although it is aimed to identify and avoid such conflicts of interests, the Fund and/or the AIFM, the Investment Advisor, any sub-investment advisor and their members will attempt to resolve all nonetheless arising conflicts in a manner that is deemed equitable to all parties under the given circumstances. For this purpose, the Fund and/or the AIFM and the Investment Advisor have implemented procedures that shall ensure that any business activities involving a conflict which may harm the interests of the Fund or its Investors, are carried out with an appropriate level of independence and that any conflicts are resolved fairly and in case in a manner that avoids adversely affecting the interests of the Fund and of its Investors.

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

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

**19. Annual general meeting.** The annual general meeting of the Shareholders will be held at the registered office of the Fund or at any other location in the City of Luxembourg, at a place specified in the notice convening the meeting, on the first Wednesday of May of each year at 3.00 p.m. (Luxembourg time). If such day is not a Bank Business Day, the meeting will be held on the next following Bank Business Day.

**20. Other general meeting.** The General Partner may convene other general meetings of the Shareholders. The General Partner shall be obliged to convene a general meeting so that it is held within a period of one month if Shareholders representing one-tenth (1/10) of the share capital of the Fund require in writing with an indication of the agenda.

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

**21. Convening notice.** A general meeting of Shareholders is convened by the General Partner in compliance with Luxembourg law.

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

If all the Shareholders are present or represented at a general meeting of the Shareholders and if they state that they have been informed of the agenda of the meeting, the Shareholders can waive all convening requirements and formalities.

The convening notices to general meetings of shareholders may provide that the quorum at the general meeting shall be determined according to the Shares issued and outstanding on the fifth day prior to the general meeting (referred to as "Record Date") at midnight (Luxembourg time). The rights of Shareholders to attend a general meeting and to exercise the voting right attaching to their Shares are determined in accordance with the Shares held by each shareholder at the Record Date.

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

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

Are deemed to be present, for the quorum and the majority requirements, the Shareholders participating in the general meeting of Shareholders by videoconference, conference call or by other means of telecommunication allowing for their

identification. These means must comply with technical features guaranteeing an effective participation to the meeting whereof the deliberations are retransmitted in a continuing way.

**23. Proceedings.** General meetings of the Shareholders shall be chaired by the General Partner or by a person designated by the General Partner.

The chairman of any general meeting of the Shareholders shall appoint a secretary.

Each general meeting of the Shareholders shall elect one scrutineer which will be the General Partner or by a person designated by the General Partner or alternatively a person to be chosen from the Shareholders present or represented.

The above-described persons in this Article 23 together form the office of the general meeting of the Shareholders.

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

Unless otherwise provided by law or by the Articles of Incorporation, all resolutions of the general meeting of the Shareholders shall be taken by simple majority of votes of the capital present or represented, regardless of the proportion of the capital represented.

In accordance with these Articles of Incorporation and as far as permitted by the Law of 10 August 1915, any decision of the general meeting of Shareholders will require the prior approval of the General Partner in order to be validly taken.

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

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

**26. General meetings of shareholders of sub-fund or class.** The Shareholders of a Sub-fund or Class issued in respect of any Sub-fund may hold, at any time, general meetings to decide on any matters, which relate exclusively to such Sub-fund or Class.

The provisions set out in Articles 21 to 25 of these Articles of Incorporation as well as in the Law of 10 August 1915 shall apply to such general meetings.

Unless otherwise provided for by law or herein, resolutions of a general meeting of Shareholders of a Sub-fund or Class are passed by a simple majority vote of the capital present or represented.

Moreover, any resolution of the general meeting of Shareholders of the Fund, affecting the rights of the Shareholders of any Sub-fund or Class vis-à-vis the rights of the Shareholders of any other Sub-fund or Class shall be subject to a resolution of the general meeting of Shareholders of such Sub-fund or Class in compliance with the Law of 10 August 1915.

## **Chapter V. - Financial year, Reporting, Financial and other information to investors, Fatca, Distribution of profits**

**27. Financial year.** The Fund's financial year begins on the 1<sup>st</sup> of January and closes on the 31<sup>st</sup> of December of each year.

**28. Reporting.** In respect of each accounting year, the Fund will make available to each investor an annual report, which will be established in accordance with Luxembourg GAAP, including audited financial statements for the Fund, within six (6) months after the end of such accounting year.

**29. Financial and other information.** Any financial and other information concerning the Fund as prescribed by the SIF Law and the Law of 12 July 2013, including without limitation, the composition of the portfolio held by the Fund, the net asset value per share, the issue prices of shares, the past performance of the Fund, as well as any material changes thereof, will be made available free of charge to each Investor before they invest in the Fund on any Bank Business Day during normal business hours at the registered office of the Fund.

Furthermore, the Fund will also make available at its Registered Office and at such places or in any such manner as specified in the Issue Document to each investor any other information as prescribed by the SIF Law and the Law of 12 July 2013, including in particular and without limitation the percentage of the Fund's assets which are subject to special arrangements arising from their illiquid nature, the risk profile of the Fund and its Sub-Funds, the risk management systems employed for managing the risks to which the Fund and its Sub-Funds are or may be exposed to, the total amount of leverage calculated in accordance with the gross and commitment methods employed by the Fund and its Sub-Funds.

**30. Auditors.** The accounting data related in the annual reports of the Fund shall be examined by one or several authorised independent auditors (réviseur d'entreprise agréé) appointed by the general meeting of Shareholders which shall be remunerated by the Fund.

**31. Foreign account tax compliance.** Each Shareholder and each transferee of a Shareholder's interest in any Sub-fund shall furnish (including by way of updates) to the General Partner, or any third party designated by the General Partner (a "Designated Third Party"), in such form and at such time as is reasonably requested by the General Partner (including by way of electronic certification) any information, representations, waivers and forms relating to the Shareholder (or the Shareholder's direct or indirect owners or account holders) as shall reasonably be requested by the General Partner



or the Designated Third Party to assist it in obtaining any exemption, reduction or refund of any withholding or other taxes imposed by any taxing authority or other governmental agency (including withholding taxes imposed pursuant to the Hiring Incentives to Restore Employment Act of 2010, or any similar or successor legislation or intergovernmental agreement, or any agreement entered into pursuant to any such legislation or intergovernmental agreement) upon the Fund, amounts paid to the Fund, or amounts allocable or distributable by the Fund to such Shareholder or transferee. In the event that any Shareholder or transferee of a Shareholder's interest fails to furnish such information, representations, waivers or forms to the General Partner or the Designated Third Party, the General Partner or the Designated Third Party shall have full authority to take any and all of the following actions: (i) withhold any taxes required to be withheld pursuant to any applicable legislation, regulations, rules or agreements; (ii) effect a compulsory redemption of a Shareholder's or transferee's interest in any Sub-fund, and (iii) form and operate an investment vehicle organized in the United States that is treated as a "domestic partnership" for purposes of section 7701 of the Internal Revenue Code of 1986, as amended and transfer such Shareholder's or transferee's interest in any Sub-fund or interest in such Sub-fund assets and liabilities to such investment vehicle. If requested by the General Partner or the Designated Third Party, the Shareholder or transferee shall execute any and all documents, opinions, instruments and certificates as the General Partner or the Designated Third Party shall have reasonably requested or that are otherwise required to effectuate the foregoing. Each Shareholder hereby grants to the General Partner or the Designated Third Party a power of attorney, coupled with an interest, to execute any such documents, opinions, instruments or certificates on behalf of the Shareholder, if the Shareholder fails to do so.

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

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

The General Partner or the Designated Third Party may enter into agreements on behalf of the Fund or any Sub-fund with any applicable taxing authority (including any agreement entered into pursuant to the Hiring Incentives to Restore Employment Act of 2010, or any similar or successor legislation or intergovernmental agreement) to the extent it determines such an agreement is in the best interest of the Fund, any Sub-fund or any Shareholder.

### **32. Distribution.**

#### **32.1 General provisions**

All distributable net income, as determined by the General Partner in its sole discretion, shall be distributed to the Limited Shareholders in a particular Sub-fund, pro rata to their respective shareholding, in compliance with the Issue Document and the conditions set forth by law.

The General Partner may decide to pay interim dividends in compliance with the Issue Document and the conditions set forth by Luxembourg law.

The General Partner may, instead of paying a dividend to the Limited Shareholders in a particular Sub-fund, decide to compulsorily redeem Ordinary Shares in accordance with the terms of Article 9 of these Articles of Incorporation and section 7 of the Issue Document.

Payments of distributions to Shareholders shall be made at their respective addresses as specified in the register of Shareholders.

All distributions will be made net of any income, withholding and similar taxes payable by the Fund, including, for example, any withholding taxes on interest or dividends received by the Fund.

Distributions may be paid in such currency and at such time that the General Partner shall determine from time to time.

The General Partner may decide to distribute stock dividends instead of cash dividends, subject to the prior consent of the relevant Limited Shareholder(s).

Dividends which are not claimed within five (5) years of their payment date will be foreclosed for their respective beneficiaries and will return to the Fund.

Where a payment date of a subscription from, and of distributions to, Limited Shareholders in a particular Sub-fund are scheduled to occur on or about the same Bank Business Day, the General Partner may elect to net the amounts so due. As a result, only the net amount will be payable by, or distributed to, the Limited Shareholders. For the avoidance of doubt, the number of Shares to be issued to the Limited Shareholders in the Sub-fund shall correspond to the number of Shares due before netting.

In the event that as a result of the netting an amount is still due to the relevant Sub-fund by the Limited Shareholders, each such Limited Shareholder shall be provided with a confirmation letter stating the initial amount that was payable by

from the relevant Limited Shareholder, the amount corresponding to the distribution it was entitled to and the outstanding amount to be paid by it. In the event that as a result of the netting the Limited Shareholders are entitled to receive a net payment from the Sub-fund, the distribution notice sent to each such Limited Shareholder shall be accompanied by a confirmation letter stating the initial amount that was to be distributed to them, the amount that should have been effected and the outstanding amount to be distributed to it.

Investors that may not engage in netting due to statutory or regulatory constraints must opt out by indicating such in the Subscription Agreement.

No interest shall be paid on a dividend declared by the Fund and kept by it at the disposal of its beneficiary.

No distribution will be made if at a result, the share capital of the Fund falls below the legal minimum capital, which is one million two hundred and fifty Euro (EUR 1,250,000).

### 32.2 Offset

The General Partner shall be entitled to offset any distributable cash payable to a Limited Shareholder against any payment obligation of such Limited Shareholder towards the Fund under its Subscription Agreement, which, for the avoidance of doubt shall include any and all payment obligations of such Limited Shareholder towards the Fund in the event such Limited Shareholder is defaulting as indicated in Article

7.3 hereof.

## Chapter VI. - Dissolution, Liquidation

### 33. Dissolution.

#### 33.1 Dissolution, insolvency, legal incapacity or inability to act of the General Partner

The Fund shall not be dissolved in the event of the General Partner's legal incapacity, dissolution, resignation, retirement, insolvency or bankruptcy or for any other reason provided under applicable law where it is impossible for the General Partner to act, it being understood for the avoidance of doubt that the transfer of its Management Share by the General Partner will not lead to the dissolution of the Fund.

In the event of legal incapacity or inability to act of the General Partner, the general meeting of Shareholders will appoint a new general partner by means of a resolution adopted by Limited Shareholders representing at least eighty percent (80%) of the Ordinary Shares in favour of the appointment of the new general partner, subject to the prior approval of the CSSF.

#### 33.2 Voluntary dissolution

At the proposal of the General Partner and unless otherwise provided by law and the Articles of Incorporation, the Fund may be dissolved by a resolution of the Shareholders adopted in the manner required to amend these Articles of Incorporation, as provided for in Article 37 hereof.

In particular, the General Partner shall submit to the general meeting of Shareholders the dissolution of the Fund when all investments of all the Sub-funds will have been disposed of and all net proceeds from such disposals will have been distributed in accordance with the provisions of the Issue Document.

Whenever the share capital falls below two-thirds of the minimum capital indicated in Article 5 hereof, the question of the dissolution of the Fund shall be referred to the general meeting of Shareholders by the General Partner. The general meeting, for which no quorum shall be required, shall decide by simple majority of the votes of the Shares represented at the meeting.

The question of the dissolution of the Fund shall further be referred to the general meeting of Shareholders whenever the share capital falls below one-fourth of the minimum capital. In such an event, the general meeting shall be held without any quorum requirements and the dissolution may be decided by Shareholders holding one-fourth of the votes of the Shares represented at the meeting.

The meeting must be convened so that it is held within a period of (forty) 40 days from when it is ascertained that the net assets of the Fund have fallen below two-thirds or one-fourth of the legal minimum as the case may be.

In case of voluntary dissolution, the General Partner will act as liquidator of the Fund.

**34. Liquidation.** In the event of the dissolution of the Fund further to any insolvency proceedings, the liquidation will be carried out by one or more liquidators (who may be physical persons or legal entities) appointed by the Shareholders who will determine their powers and their compensation. Such liquidators must be approved by the CSSF and must provide all guarantees of honourability and professional skills.

After payment of all the debts of and charges against the Fund and of the expenses of liquidation, the net assets shall be distributed to the Shareholders pro rata to the number of the Ordinary Shares held by them.

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

### 35. Termination, Division and amalgamation of sub-funds or classes.

#### 35.1 Termination of a Sub-fund or Class

In the event that for any reason the value of the net assets of any Sub-fund and/or Class of Shares has decreased to, or has not reached, an amount determined by the General Partner to be the minimum level for such Sub-fund and/or Class to be operated in an economically efficient manner, or in case of a substantial modification in the political, economic or monetary situation relating to such Sub-fund and/or Class would have material adverse consequences on the investments of that Sub-fund and/or Class, or as a matter of economic rationalisation, the General Partner may decide to compulsorily redeem all the Shares of the relevant Sub-fund and/or Class at their Adjusted Net Asset Value (taking into account actual realisation prices of investments and realisation expenses) as calculated on the Valuation Day at which such decision shall take effect.

The Fund shall serve a notice to the Shareholders of the relevant Sub-fund and/or Class prior to the effective date for the compulsory redemption, which will set forth the reasons for, and the procedure of, the redemption operations. Registered Shareholders shall be notified in writing.

Any request for subscription shall be suspended as from the moment of the announcement of the termination, the merger or the transfer of the relevant Sub-fund and/or Class.

Notwithstanding the powers conferred to the General Partner by the preceding paragraphs, the general meeting of Shareholders of any Sub-fund and/or Class may, upon proposal from the General Partner, resolve to redeem all the Shares of the relevant Sub-fund and/or Class and to refund to the Shareholders the Adjusted Net Asset Value of their Shares (taking into account actual realisation prices of investments and realisation expenses) determined with respect to the Valuation Day on which such decision shall take effect. There shall be no quorum requirements for such general meeting of Shareholders, which shall resolve at the simple majority of the capital present and represented.

Assets which could not be distributed to their owners upon the implementation of the redemption will be deposited with the Custodian for a period of six (6) months thereafter; after such period, the assets will be deposited with the Caisse de Consignations on behalf of the persons entitled thereto.

All redeemed Shares shall be cancelled by the Fund.

#### 35.2 Amalgamation, Division or Transfer of Sub-funds or Classes

Under the same circumstances as provided above in Article 32.1, the General Partner may decide to allocate the assets of any Sub-fund and/or Class to those of another existing Sub-fund and/or Class within the Fund or to another Luxembourg undertaking for collective investment or to another Sub-fund and/or Class within such other Luxembourg undertaking for collective investment (the "new Sub-fund") and to redesignate the Shares of the relevant Sub-fund and/or Class as Shares of another Sub-fund and/or 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 above in the Article 32.1 (and, in addition, the publication will contain information in relation to the new Sub-fund), one month before the date on which the amalgamation becomes effective in order to enable Shareholders to request redemption of their Shares, free of charge, during such period.

Under the same circumstances as provided above in Article 32.1, the General Partner may decide to reorganise a Sub-fund and/or Class by means of a division into two or more Sub-funds and/or Classes. Such decision will be published in the same manner as in Article 32.1 (and, in addition, the publication will contain information about the two or more new Sub-funds) one month before the date on which the division becomes effective, in order to enable the Shareholders to request redemption or conversion of their Shares free of charge during such period.

Notwithstanding the powers conferred to the General Partner by the preceding paragraphs, such a reorganisation of a Sub-fund and/or Class within the Fund (by way of an amalgamation or division) may be decided upon by a general meeting of the Shareholders of the relevant Sub-fund and/or Class. There shall be no quorum requirements for such general meeting and it will decide upon such an amalgamation or division by resolution taken at the simple majority of the capital present or represented.

A contribution of the assets and of the liabilities distributable to any Sub-fund, and/or Class to another undertaking for collective investment referred to in the first paragraph of this Article to another Sub-fund and/or Class within such other undertaking for collective investment shall, require a resolution of the Shareholders of the Sub-fund and/or Class concerned, taken with a 50% quorum requirement of the capital and adopted at a two-thirds majority of the capital present or represented at such meeting, except when such an amalgamation is to be implemented with a Luxembourg undertaking for collective investment of the contractual type (fonds commun de placement) or a foreign based undertaking for collective investment, in which case resolutions shall be binding only upon such Shareholders who will have voted in favour of such amalgamation.

### Chapter VII. - Final provisions

**36. Custodian.** The Fund shall enter into a written custody agreement with a Custodian.

The Custodian shall fulfill the duties and responsibilities as provided for by Part II of the Law of 13 February 2007, the Law of 12 July 2013 as well as by all other applicable Luxembourg laws and regulations.

If the Custodian desires to retire, the General Partner shall use its best endeavours to find a successor custodian and will appoint it in replacement of the retiring Custodian. The General Partner may terminate the appointment of the Custodian but shall not remove the Custodian unless and until a successor custodian shall have been appointed to act in the place thereof. In both the case of voluntary withdrawal of the Custodian or of its removal by the General Partner,

the Custodian, until it is replaced, which must happen within two (2) months, shall take all necessary steps for the good preservation of the interests of the investors.

Under the conditions set forth in the Law of 13 February 2007 and the Law of 12 July 2013, the Custodian may discharge itself of liability towards the Fund and its Investors. In particular, under the conditions laid down in Article 19(14) of the Law of 12 July 2013, including the condition that the Investors have been duly informed of that discharge and of the circumstances justifying the discharge prior to their investment, the Custodian can discharge itself of liability, in the case where the law of a third country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in Article 19(11) point (d)(ii) of the Law of 12 July 2013.

**37. Amendments of these articles of incorporation.** Unless otherwise provided by the present Articles of Incorporation and as far as permitted by the Law of 10 August 1915, at any general meeting of the Shareholders convened in accordance with the law to amend the Articles of Incorporation of the Fund or to resolve issues for which the law or these Articles of Incorporation refers to the conditions set forth for the amendment of the Articles of Incorporation, the quorum shall be at least one half (1/2) of the capital being present or represented. If such quorum requirement is not met, a second general meeting of Shareholders will be called which may validly deliberate, irrespective of the portion of the capital represented.

In both meetings, resolutions must be passed by at least two thirds (2/3) of the votes of the capital present or represented. In accordance with these Articles of Incorporation and the Law of 10 August 1915, any amendment to the Articles of Incorporation by the general meeting of Shareholders will require the prior approval of the General Partner in order to be validly taken.

**38. Indemnification.** Neither the General Partner, the AIFM, nor the Investment Advisors or any sub-investment advisors, nor any of its Affiliates, shareholders, officers, directors, members, employees, partners, agents and representatives nor any of their respective Affiliates (collectively, the "Indemnified Parties") shall have any liability, responsibility or accountability in damages or otherwise to any Shareholder, and the Fund agrees to indemnify, pay, protect and hold harmless each Indemnified Party from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys, defence, appeal and settlement of any and all suits, actions or proceedings instituted or threatened against the Indemnified Parties or the Fund) and all costs of investigation in connection therewith which may be imposed on, incurred by, or asserted against the Indemnified Parties or the Fund or in any way relating to or arising out of, or alleged to relate to or arise out of, any action or inaction on the part of the Fund, on the part of the Indemnified Parties when acting on behalf of the Fund or on the part of any agents when acting on behalf of the Fund; provided that the General Partner in its capacity as Unlimited Shareholder of the Fund shall be liable, responsible and accountable for and shall indemnify, pay, protect and hold harmless the Fund from and against, and the Fund shall not be liable to the General Partner or the AIFM for, any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses or disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys, defence, appeal and settlement of any and all suits, actions or proceedings instituted or threatened against the Fund and all costs of investigation in connection, therewith asserted against the Fund) which result from the General Partner's fraud, gross negligence or willful misconduct or material breach of the Issue Document and these Articles of Incorporation.

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

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

**39. Preferential treatment of investors.** Under the conditions set forth in Luxembourg laws and regulations, each Investor should note that one or more Investor(s) of the Fund may obtain a preferential treatment as regards, amongst others, the fees to be paid, the various reports and information to be received, or the right to be consulted and/or represented in advisory and/or any other Fund's committees. Further details on any such preferential treatment, including the type of Investors who may obtain such preferential treatment, will be made available to all Investors at the registered office of the AIFM during usual business hours/without cost upon request.

**40. Applicable law.** All matters not governed by these Articles of Incorporation shall be determined in accordance with the Law of 10 August 1915 and the Law of 13 February 2007, and the Law of 12 July 2013."

There being no further business, the meeting is closed.

*Estimate of costs*

The costs, expenses, remuneration or charges of any form whatsoever incumbent to the Fund and charged to it by reason of the present deed are assessed to two thousand euro (EUR 2,000).

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

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

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

Signé: M. Dietrich, C. Petit et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 25 juillet 2014. Relation: LAC/2014/35182. Reçu soixante-quinze euros Eur 75.-

Le Receveur (signé): Irène THILL.

POUR EXPEDITION CONFORME, délivrée à la demande de la prédite société, aux fins d'inscription au Registre de Commerce.

Luxembourg, le 1<sup>er</sup> août 2014.

Référence de publication: 2014121005/1044.

(140138998) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2014.

### **TK Sàrl, Société à responsabilité limitée.**

Siège social: L-8287 Kehlen, 22, zone industrielle Kehlen.

R.C.S. Luxembourg B 189.037.

### STATUTS

L'an deux mille quatorze, le troisième jour du mois de juillet;

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

#### A COMPARU:

Monsieur Tom KLEIN, administrateur de société, né à Luxembourg (Grand-Duché de Luxembourg), le 8 décembre 1975, demeurant professionnellement à L-8287 Kehlen, 22, Zone Industrielle Kehlen,

ici représenté Monsieur Christian DOSTERT, clerc de notaire, demeurant professionnellement à L-1466 Luxembourg, 12, rue Jean Engling, (le "Mandataire"), en vertu d'une procuration sous seing privé lui délivrée; laquelle procuration, après avoir été signée "ne varietur" par le Mandataire et le notaire instrumentant, restera annexée au présent acte afin d'être enregistrée avec lui.

Lequel comparant, représenté comme dit ci-avant, a requis le notaire instrumentant de documenter l'acte de constitution d'une société à responsabilité limitée, qu'il déclare constituer par les présentes et dont les statuts sont établis comme suit:

#### **Titre I<sup>er</sup> . - Dénomination - Objet - Durée - Siège social**

**Art. 1<sup>er</sup> .** Il est formé par la présente, entre le propriétaire actuel des parts ci-après créées et tous ceux qui pourront le devenir dans la suite, une société à responsabilité limitée dénommée "TK SARL", (ci-après la "Société"), laquelle sera régie par les présents statuts (les "Statuts") ainsi que par les lois respectives et plus particulièrement par la loi modifiée du 10 août 1915 sur les sociétés commerciales.

**Art. 2.** La Société pourra effectuer toutes opérations se rapportant directement ou indirectement à la prise de participations sous quelque forme que ce soit, dans toute entreprise, ainsi que l'administration, la gestion, le contrôle et le développement de ces participations.

La Société pourra notamment employer ses fonds à la création, à la gestion, au développement, à la mise en valeur et à la liquidation d'un portefeuille se composant de tous titres et brevets de toute origine, participer à la création, au développement et au contrôle de toute entreprise, acquérir par voie d'apport, de souscription, de prise ferme ou d'option d'achat et de toute autre manière, tous titres et brevets, les réaliser par voie de vente, de cession, d'échange ou autrement, faire mettre en valeur ces affaires et brevets.

La Société pourra emprunter sous quelque forme que ce soit.

La Société pourra, dans les limites fixées par la Loi, accorder à toute société du groupe ou à tout actionnaire tous concours, prêts, avances ou garanties.

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

La Société prendra toutes les mesures pour sauvegarder ses droits et fera toutes opérations généralement quelconques, qui se rattachent directement ou indirectement à son objet ou qui le favorisent et qui sont susceptibles de promouvoir son développement ou extension.

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



**Art. 4.** Le siège social est établi dans la commune de Kehlen (Grand-Duché de Luxembourg). L'adresse du siège social peut être déplacée à l'intérieur de la commune par simple décision de la gérance.

Il peut être transféré en tout autre endroit du Grand-Duché de Luxembourg par une simple décision des associés délibérant comme en matière de modification des statuts.

Par simple décision de la gérance, la Société pourra établir des filiales, succursales, agences ou sièges administratifs aussi bien dans le Grand-Duché de Luxembourg qu'à l'étranger.

## **Titre II. - Capital Social - Parts sociales**

**Art. 5.** Le capital social est fixé à vingt-huit mille euros (28.000,- EUR), représenté par deux cent quatre-vingts (280) parts sociales avec une valeur nominale de cent euros (100,- EUR) chacune, intégralement libérées.

Le capital social pourra, à tout moment, être augmenté ou diminué dans les conditions prévues par l'article 199 de la loi concernant les sociétés commerciales.

**Art. 6.** Les parts sociales sont librement cessibles entre associés.

Elles ne peuvent être cédées entre vifs ou pour cause de mort à des non-associés que moyennant l'accord unanime de tous les associés.

En cas de cession à un non-associé, les associés restants ont un droit de préemption. Ils doivent l'exercer dans les 30 jours à partir de la date du refus de cession à un non-associé. En cas d'exercice de ce droit de préemption, la valeur de rachat des parts est calculée conformément aux dispositions des alinéas 6 et 7 de l'article 189 de la loi sur les sociétés commerciales.

**Art. 7.** Le décès, l'interdiction, la faillite ou la déconfiture de l'un des associés ne mettent pas fin à la Société.

Les créanciers, ayants-droit ou héritiers d'un associé ne pourront pour quelque motif que ce soit, faire apposer des scellés sur les biens et documents de la Société, ni s'immiscer en aucune manière dans les actes de son administration; pour faire valoir leurs droits, ils devront se tenir aux valeurs constatées dans les derniers bilan et inventaire de la Société.

## **Titre III. - Administration et gérance**

**Art. 8.** La Société est administrée par un ou plusieurs gérants, associés ou non, nommés et révocables à tout moment par l'assemblée générale qui fixe leurs pouvoirs et leurs rémunérations.

**Art. 9.** Chaque associé peut participer aux décisions collectives quel que soit le nombre de parts qui lui appartiennent. Chaque associé a un nombre de voix égal au nombre de parts sociales qu'il possède et peut se faire valablement représenter aux assemblées par un porteur de procuration spéciale.

**Art. 10.** Les décisions collectives ne sont valablement prises que pour autant qu'elles sont adoptées par les associés représentant plus de la moitié du capital social.

Les décisions collectives ayant pour objet une modification aux Statuts doivent réunir la majorité des associés représentant les trois quarts (3/4) du capital social.

**Art. 11.** Lorsque la Société ne comporte qu'un seul associé, les pouvoirs attribués par la loi ou les Statuts à l'assemblée générale sont exercés par l'associé unique.

Les décisions prises par l'associé unique, en vertu de ces pouvoirs, sont inscrites sur un procès-verbal ou établies par écrit.

De même, les contrats conclus entre l'associé unique et la Société représentée par lui sont inscrits sur un procès-verbal ou établis par écrit.

Cette disposition n'est pas applicable aux opérations courantes conclues dans des conditions normales.

**Art. 12.** Le ou les gérants ne contractent, en raison de leur fonction, aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société; simples mandataires, ils ne sont responsables que de l'exécution de leur mandat.

**Art. 13.** Chaque année, le trente et un décembre, les comptes sont arrêtés et le ou les gérants dressent un inventaire comprenant l'indication des valeurs actives et passives de la Société.

**Art. 14.** Tout associé peut prendre au siège social de la Société communication de l'inventaire et du bilan.

**Art. 15.** Les profits bruts de la Société repris dans les comptes annuels, après déduction des frais généraux, amortissements et charges constituent le bénéfice net. Sur le bénéfice net, il est prélevé cinq pour cent pour la constitution d'un fonds de réserve jusqu'à ce que celui-ci atteigne dix pour cent du capital social.

Le solde des bénéfices nets peut être distribué à l'/aux associé(s) en proportion avec sa/leur participation dans le capital de la Société.

La gérance est autorisée à décider et à distribuer des dividendes intérimaires, à tout moment, sous les conditions suivantes:

1. la gérance préparera une situation intérimaire des comptes de la société qui constituera la base pour la distribution des dividendes intérimaires;

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

**Art. 16.** L'année sociale commence le premier janvier et finit le trente et un décembre.

#### **Titre IV. - Dissolution - Liquidation**

**Art. 17.** Lors de la dissolution de la Société, la liquidation sera faite par un ou plusieurs liquidateurs, associés ou non, nommés par les associés qui en fixeront les pouvoirs et les émoluments.

#### **Titre V. - Dispositions générales**

**Art. 18.** La loi du 10 août 1915 sur les sociétés commerciales et ses modifications ultérieures trouveront leur application partout où il n'y est pas dérogé par les Statuts.

##### *Disposition transitoire*

Par dérogation, le premier exercice commence aujourd'hui et finira le 31 décembre 2014.

##### *Souscription et libération*

Les Statuts de la Société ayant ainsi été arrêtés, les deux cent quatre-vingts (280) parts sociales ont été souscrites par l'associé unique Monsieur Tom KLEIN, préqualifié et représentée comme dit ci-avant, et libérées entièrement par le souscripteur prèdit moyennant un apport en nature de huit (8) actions, représentant deux virgule zéro quatre pour cent (2,04%) du capital social de la société anonyme régie par les lois du Grand-Duché de Luxembourg "BINSFELD & BINTENER S.A", établie et ayant son siège social à L-8287 Kehlen, 22, Zone Industrielle Kehlen, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 90628, (ci-après désigné ci-après l'"Apport").

##### *Evaluation de l'apport en nature total*

La valeur totale de l'Apport est estimée à au moins vingt-huit mille euros (28.000,- EUR).

##### *Preuve de la valeur et de l'existence de l'apport*

Preuve de la propriété, de l'existence et de la valeur de l'Apport a été donnée au notaire instrumentant par une copie du registre des actionnaires de la société "BINSFELD & BINTENER S.A." ainsi que d'une déclaration émise par le conseil d'administration de celle-ci, datée du 27 juin 2014, attestant le nombre actuel d'actions, leur appartenance et leur valeur.

Ledit certificat signé "ne varietur" par le Mandataire du comparant et le notaire instrumentant, restera annexé au présent acte afin d'être enregistré avec lui.

##### *Réalisation effective de l'apport*

Monsieur Tom KLEIN, pré-qualifié, déclarent en tant que fondateur et apporteur, déclare:

- que toutes les actions sociales sont entièrement libérées;
- que ces actions sont libres de tout gage, nantissement, droit réel ou empêchement quelconque;
- qu'il a obtenu l'agrément des actionnaires, tel que prévu par l'article 5 des statuts de "BINSFELD & BINTENER S.A";
- qu'il est, en sa qualité d'apporteur, le seul propriétaire des actions apportées;
- que toutes formalités seront réalisées aux fins de formaliser les transferts et de les rendre effectifs partout et vis-à-vis de toutes tierces parties.

##### *Constatation*

Le notaire instrumentant ayant dressé le présent acte déclare avoir vérifié que les conditions énumérées à l'article 183 de la loi modifiée du 10 août 1915 sur les sociétés commerciales sont remplies et le constate expressément.

Le notaire instrumentant constate encore que la transmission des actions à "TK SARL" a été expressément agréementée par les autres actionnaires de la société "BINSFELD & BINTENER S.A" suivant agréments du 3 mars 2014, lesquels agréments, après avoir été signés "ne varietur" par le Mandataire et le notaire instrumentant, resteront annexés au présent acte afin d'être enregistrés avec lui.

##### *Loi anti-blanchiment*

L'associé unique déclare, en application de la loi du 12 novembre 2004, telle qu'elle a été modifiée par la suite, être le bénéficiaire réel de la Société faisant l'objet des présentes et certifie que les fonds/biens/droits servant à la libération du capital social ne proviennent pas, respectivement que la Société ne se livre(ra) pas à des activités constituant une infraction visée aux articles 506-1 du Code Pénal et 8-1 de la loi modifiée du 19 février 1973 concernant la vente de

substances médicamenteuses et la lutte contre la toxicomanie (blanchiment) ou des actes de terrorisme tels que définis à l'article 135-1 du Code Pénal (financement du terrorisme).

*Frais*

Le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge, à raison de sa constitution, est évalué à environ neuf cent vingt euros.

*Résolutions prises par l'associé unique*

Et aussitôt, le comparant pré-mentionné, représentant l'intégralité du capital social souscrit, a pris les résolutions suivantes en tant qu'associé unique:

1. Le siège social est établi à L-8287 Kehlen, 22, Zone Industrielle Kehlen.

2. Monsieur Tom KLEIN, administrateur de société, né à Luxembourg (Grand-Duché de Luxembourg), le 8 décembre 1975, demeurant professionnellement à L-8287 Kehlen, 22, Zone Industrielle Kehlen, est nommé gérant de la Société pour une durée indéterminée.

3. La Société est valablement engagée en toutes circonstances et sans restrictions par la signature individuelle du gérant.

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

Après lecture du présent acte au Mandataire du comparant, agissant comme dit ci-avant, connu du notaire par nom, prénom, état civil et domicile, ledit Mandataire a signé avec Nous, notaire, le présent acte.

Signé: C. DOSTERT, C. WERSANDT.

Enregistré à Luxembourg A.C., le 8 juillet 2014. LAC/2014/31752. Reçu soixante-quinze euros 75,00 €.

*Le Receveur (signé): Irène THILL.*

POUR EXPEDITION CONFORME, délivrée;

Luxembourg, le 29 juillet 2014.

Référence de publication: 2014120339/165.

(140137516) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> août 2014.

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

**Capital social: EUR 69.960,00.**

Siège social: L-2227 Luxembourg, 29, avenue de la Porte-Neuve.

R.C.S. Luxembourg B 159.669.

In the year two thousand and fourteen, on the twenty-eighth day of the month of July.

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

Was held

an extraordinary general meeting of the shareholders of "IMP S.à r.l." (the "Company"), a société à responsabilité limitée having its registered office at 29, avenue de la Porte-Neuve, L-2227 Luxembourg and registered with the Registre de Commerce et des Sociétés of Luxembourg under number B159.669, incorporated on 1 March 2011 by deed of Maître Edouard Delosch, notary then residing in Rambrouch, published in the Mémorial, Recueil des Sociétés et Associations (the "Mémorial"), number C-1279 of 14 June 2011. The articles of incorporation of the Company have been amended several times and for the last time by deed of the undersigned notary, prenamed, on 31 July 2013, published in the Mémorial under number C-2474 of 5 October 2013.

The meeting appointed Me Thomas Lugez, maître en droit, professionally residing in Luxembourg, as chairman.

Me Elsa Idir, maître en droit, professionally residing in Luxembourg was appointed as secretary and scrutineer.

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

I. That the shareholders represented and the number of the shares held by each of them are shown on an attendance list signed by the members of the board of the meeting and the undersigned notary.

The proxies of the represented shareholders, signed "ne varietur" by the appearing parties will be annexed to the present deed to be filed together with the registration authorities.

II. The present meeting was convened by notices containing the agenda sent by registered mail to the shareholders on 17 July 2014.

III. It appears from the attendance list that all the six hundred and sixty-one thousand six hundred and fifty (661,650) shares issued by the Company are represented at the present meeting so that the present meeting is regularly constituted, is quorate and may validly deliberate on the agenda set out below:

1. (i) increase of the issued share capital by an amount of three thousand seven hundred and ninety-five euros (€3,795) from sixty-six thousand one hundred sixty-five euros (€66,165) to sixty-nine thousand nine hundred and sixty euros (€69,960) by the creation and issue of thirty-seven thousand nine hundred and fifty (37,950) shares (the "New Shares"),



each with a nominal value of ten euro cent (€0.10), subscription and payment of the New Shares by way of a contribution in cash of an amount of seventy-five thousand nine hundred euros (€75,900), of which three thousand seven hundred and ninety-five euros (€3,795) shall be allocated to the share capital account of the Company and the balance to the share premium account of the Company, and

(ii) consequential amendment of the first paragraph of article 5 of the articles of incorporation of the Company.

After the foregoing was approved by the meeting, the meeting took the following resolution by unanimous decision:

*Sole resolution*

The meeting resolved to increase the issued share capital by an amount of three thousand seven hundred and ninety-five euros (€3,795) from sixty-six thousand one hundred and sixty-five euros (€66,165) to sixty-nine thousand nine hundred and sixty euros (€69,960) by the creation and issue of thirty-seven thousand nine hundred and fifty (37,950) shares (the "New Shares"), each with a nominal value of ten euro cent (€0.10).

The New Shares have been subscribed at a total subscription price of seventy-five thousand nine hundred euros (€75,900) and paid in cash by the following subscribers in the proportion as mentioned below pursuant to subscription forms which having been signed by the members of the board of the meeting and the undersigned notary, shall remain annexed to this document to be filed with the registration authorities:

| Name of subscriber                                    | Number of shares subscribed | Subscription price(€) |
|-------------------------------------------------------|-----------------------------|-----------------------|
| Benjamin Dupuy . . . . .                              | 1,650                       | 3,300                 |
| Jean-Baptiste Wautier . . . . .                       | 12,375                      | 24,750                |
| Heritage Corporate Services (Malta) Limited . . . . . | 23,925                      | 47,850                |
| TOTAL . . . . .                                       | 37,950                      | 75,900                |

Evidence of such payment of the subscription price for the New Shares has been given to the undersigned notary.

The meeting resolved to allocate the amount of three thousand seven hundred and ninety-five euros (€3,795) to the issued share capital account and the balance to the freely distributable share premium account of the Company.

Consequently the meeting resolved to amend the first paragraph of article 5 of the articles of incorporation of the Company so as to read as follows:

"The issued share capital of the Company is set at sixty-nine thousand nine hundred and sixty euros (€69,960) divided into six hundred and ninety-nine thousand six hundred (699,600) shares with a nominal value of ten euro cent (€0.10) each. The capital of the Company may be increased or reduced by a resolution of the shareholders adopted in the manner required for amendment of these articles of association."

*Costs*

The costs, expenses, fees and charges, in whatsoever form, which are to be borne by the Company or which shall be charged to it in connection with its capital increase at the fixed rate registration tax perception, have been estimated at about one thousand three hundred Euro (EUR 1,300.-).

There being no further business on the agenda the meeting was closed.

The undersigned notary who understands and speaks English acknowledges that, at the request of the parties hereto, this deed is drafted in English, followed by a French translation; at the request of the same parties, in case of divergences between the English and the French version, the English version shall prevail.

Done in Luxembourg on the day aforementioned.

After reading these minutes the members of the board of the meeting signed together with the notary the present deed.

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

L'an deux mille quatorze, le vingt-huitième jour du mois de juillet.

Par-devant Maître Edouard Delosch, notaire de résidence à Diekirch, 4 Grand-Duché de Luxembourg,

s'est tenue

une assemblée générale extraordinaire des associés de «IMP S.à r.l.» (la «Société»), une société à responsabilité limitée ayant son siège social au 29, avenue de la Porte-Neuve, L-2227 Luxembourg, et immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 159.669, constituée le 1<sup>er</sup> mars 2011 suivant acte reçu de Maître Edouard Delosch, notaire résidant alors à Rambrouch, publié au Mémorial, Recueil des Sociétés et Associations (le «Mémorial»), numéro C-1279 du 14 juin 2011. Les statuts de la Société ont été modifiés à plusieurs reprises et pour la dernière fois, le 31 juillet 2013 suivant acte reçu du notaire soussigné, précité, publié au Mémorial sous le numéro C-2474 du 5 octobre 2013.

L'assemblée a nommé Me Thomas Lugez, maître en droit, demeurant professionnellement à Luxembourg, comme président. Me Elsa Idir, maître en droit, demeurant professionnellement à Luxembourg, a été nommé comme secrétaire et scrutateur.

Le bureau de l'assemblée ayant ainsi été constitué, le président a déclaré et requis le notaire d'acter ce qui suit:

I. Les associés représentés ainsi que le nombre de parts sociales que chacun détient, figurent sur une liste de présence signée par les membres du bureau de l'assemblée et le notaire soussigné.

Les procurations des associés représentés, signées ne varietur par les parties comparantes resteront annexées au présent acte pour être soumises aux formalités de l'enregistrement.

II. La présente assemblée a été convoquée par avis de convocation faisant apparaître l'ordre du jour envoyé le 17 juillet 2014 par courrier recommandé aux associés.

III. Il appert de la liste de présence que l'ensemble des six cent soixante et un mille six cent cinquante (661.650) parts sociales émises par la Société sont représentées à la présente assemblée de sorte que la présente assemblée est régulièrement constituée, remplit les conditions de quorum et peut valablement délibérer sur l'ordre du jour énoncé ci-dessous:

1. (i) augmentation du capital social émis d'un montant de trois mille sept cent quatre-vingt-quinze euros (3.795 €) afin de le porter de son montant actuel de soixante-six mille cent soixante-cinq euros (66.165 €) à soixante-neuf mille neuf cent soixante euros (69.960 €) par la création et l'émission de trente-sept mille neuf cent cinquante (37.950) parts sociales (les «Nouvelles Parts Sociales»), d'une valeur nominale de dix centimes d'euro (0,10 €) chacune, souscription et paiement des Nouvelles Parts Sociales par voie d'un apport en numéraire d'un montant de soixante-quinze mille neuf cents euros (75.900 €), dont trois mille sept cent quatre-vingt-quinze euros (3.795 €) seront alloués au compte de capital de la Société et le solde sera alloué au compte de la prime d'émission de la Société, et 5

(ii) modification en conséquence du premier alinéa de l'article 5 des statuts de la Société.

Après avoir approuvé ce qui précède, l'assemblée a adopté à l'unanimité la résolution suivante:

#### *Résolution unique*

L'assemblée a décidé d'augmenter le capital social émis de la Société d'un montant de trois mille sept cent quatre-vingt-quinze euros (3.795 €) afin de le porter de son montant actuel de soixante-six mille cent soixante-cinq euros (66.165 €) à soixante-neuf mille neuf cent soixante euros (69.960 €) par la création et l'émission de trente-sept mille neuf cent cinquante (37.950) parts sociales (les «Nouvelles Parts Sociales»), d'une valeur nominale de dix centimes d'euro (0,10 €) chacune.

Les Nouvelles Parts Sociales ont été souscrites à un prix total de souscription d'un montant de soixante-quinze mille neuf cents euros (75.900 €) et libérées en numéraire par les souscripteurs suivants selon les proportions indiquées dans le tableau ci-dessous, en vertu de bulletins de souscription qui, ayant été signés par les membres du bureau de l'assemblée et le notaire soussigné, resteront annexés au présent acte afin d'être soumis aux formalités de l'enregistrement:

| Nom du souscripteur                                   | Nombre<br>de parts<br>sociales<br>souscrites | Prix de<br>souscription<br>(€) |
|-------------------------------------------------------|----------------------------------------------|--------------------------------|
| Benjamin Dupuy . . . . .                              | 1.650                                        | 3.300                          |
| Jean-Baptiste Wautier . . . . .                       | 12.375                                       | 24.750                         |
| Heritage Corporate Services (Malta) Limited . . . . . | 23.925                                       | 47.850                         |
| TOTAL . . . . .                                       | 37.950                                       | 75.900                         |

La preuve du paiement du prix de souscription de ces Nouvelles Parts Sociales a été montrée au notaire soussigné.

L'assemblée a décidé d'allouer le montant de trois mille sept cent quatre-vingt-quinze euros (3.795 €) au compte de capital social émis et le solde, au compte de la prime d'émission librement distribuable de la Société.

En conséquence, l'assemblée a décidé de modifier le premier alinéa de l'article 5 des statuts de la Société afin qu'il ait la teneur suivante:

«Le capital social émis de la Société est fixé à soixante-neuf mille neuf cent soixante euros (69.960 €) divisé en six cent quatre-vingt-dix-neuf mille six cent (699.600) parts sociales d'une valeur nominale de dix centimes d'euros (0,10 €) chacune. Le capital de la Société peut être augmenté ou réduit par une résolution des associés adoptée de la manière requise pour la modification des présents statuts.»

#### *Frais*

Les frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la Société ou qui seront mis à la charge de celle-ci en raison de son augmentation du capital au taux d'enregistrement fixe, sont estimés à approximativement mille trois cents euros (EUR 1.300,-).

Plus rien ne figurant à l'ordre du jour, l'assemblée a été clôturée.

Le notaire soussigné, qui comprend et parle l'anglais, déclare qu'à la demande des parties comparantes, le présent acte est rédigé en anglais, suivi d'une traduction en langue française; à la demande des mêmes parties, en cas de divergences entre les versions anglaise et française, la version anglaise fera foi.

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

Après lecture du présent procès-verbal, les membres du bureau et le notaire ont signé le présent acte.

Signé: T. LUGEZ, E. IDIR, DELOSCH.

Enregistré à Diekirch, le 29 juillet 2014. Relation: DIE/2014/9656. Reçu soixante-quinze (75.-) euros

Le Receveur (signé) pd: RECKEN.

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

Diekirch, le 29 juillet 2014.

Référence de publication: 2014121492/151.

(140139776) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2014.

**Ingram Micro Finance Luxembourg S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-2453 Luxembourg, 20, rue Eugène Ruppert.

R.C.S. Luxembourg B 159.654.

In the year two thousand and fourteen, on the twenty-fifth of June.

Before US Maître Henri BECK, notary, residing in Echternach, Grand Duchy of Luxembourg.

There appeared:

Ingram Micro Luxembourg S.à r.l., a private limited liability company ("société à responsabilité limitée"), having its registered address at 20, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 110.204,

here represented by Peggy Simon, private employee, with professional address at 9, Rabatt, L-6475 Echternach, Grand Duchy of Luxembourg, by virtue of a proxy established on June 24, 2014.

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

Such appearing entity, through its proxyholder, has requested the undersigned notary to state that:

I. The appearing entity is the sole shareholder of the private limited liability company ("société à responsabilité limitée") established in Luxembourg under the name of "Ingram Micro Finance Luxembourg S.à r.l.", having its registered office at 20, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B 159.654 (the "Company"), incorporated pursuant to a deed of Maître Henri Hellinckx, notary public established in Luxembourg dated February 17<sup>th</sup>, 2011, published in the Mémorial C - Recueil des Sociétés et Associations, n° 1320 dated June 17<sup>th</sup>, 2011. The Company's articles of association have been amended for the last time pursuant to a deed of the undersigned notary dated October 25<sup>th</sup>, 2012, published in the Mémorial C - Recueil des Sociétés et Associations, n° 2925 dated December 3<sup>rd</sup>, 2012.

II. The Company's share capital is set at one billion, forty-three million, one hundred and thirty-seven thousand, eight hundred and seventy-five Euro (EUR 1,043,137,875.-) represented by forty-one million, seven hundred and twenty-five thousand, five hundred and fifteen (41,725,515) shares with a nominal value of twenty-five Euro (EUR 25.-) each.

III. The appearing entity, through its proxyholder, has requested the undersigned notary to document the following resolutions:

*First resolution*

The sole shareholder resolved (i) to decrease the share capital of the Company by an amount of one billion, forty-three million, one hundred and twenty-five thousand, three hundred and seventy-five Euro (EUR 1,043,125,375.-) through the cancellation of forty-one million, seven hundred and twenty-five thousand, fifteen (41,725,015) shares, (ii) to decrease accordingly the legal reserve of the Company by an amount of nine million, seven hundred and twenty-nine thousand, three hundred and ninety-two Euro and twenty cents (EUR 9,729,392.20), and (iii) to allocate the amount of the share capital decrease and the amount of the legal reserve decrease to the share premium account of the Company so that the share capital of the Company is henceforth set at twelve thousand, five hundred Euro (EUR 12,500.-) and represented by five hundred (500) shares with a nominal value of twenty-five Euro (EUR 25.-) each.

As a result of (i) the share capital decrease, (ii) the legal reserve decrease and (iii) the subsequent allocation of the decreased amounts to the share premium account of the Company, the latter shall henceforth amounts to one billion, sixty million, one hundred and twenty thousand, six hundred and seventeen Euro and ninety-four cents (EUR 1,060,120,617.94).

### Second resolution

As a consequence of the share capital decrease, the sole shareholder resolved to amend and fully restate article 8 of the Company's articles of association as follows:

" **Art. 8.** The Company's share capital is set at twelve thousand, five hundred Euro (EUR 12,500.-) represented by five hundred (500) shares with a nominal value of twenty-five Euro (EUR 25.-) each.

The amount of the share capital of the Company may be increased or reduced by means of a resolution of the extraordinary general meeting of shareholders or of the sole shareholder (as the case may be) adopted under the conditions required for amendment of the Articles.

In addition to the share capital, there may be set up a premium account into which any premium paid on any share in addition to its nominal value is transferred.

The amount of the premium account may be used to provide for the payment of any shares which the Company may redeem from its shareholders, to offset any net realised losses, to make distributions to the shareholders or to allocate funds to the legal reserve.

The redemption of the share premium account shall be made by a decision of the shareholders or the sole shareholder (as the case may be) held under private seal".

### Third resolution

The sole shareholder resolved to amend the share register of the Company in order to reflect the above changes and hereby empowered and authorized any manager of the Company to proceed on behalf of the Company to the registration of the cancelled shares in the share register of the Company.

There being no further business before the meeting, the same was thereupon adjourned.

The undersigned notary who understands and speaks English states herewith that on request of the above appearing entity, the present deed is worded in English followed by a French translation.

On request of the same appearing entity and in case of divergence between the English and the French text, the English version will prevail.

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

The document having been read to the proxyholder of the entity appearing, who is known to the notary by her Surname, Christian name, civil status and residence, she signed together with Us, the notary, the present original deed.

### Suit la traduction en langue française du texte qui précède.

L'an deux mille quatorze, le vingt-cinq juin.

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

A comparu:

Ingram Micro Luxembourg S.à r.l., une société à responsabilité limitée, ayant son siège social au 20, rue Eugène Ruppert, L-2453 Luxembourg, Grand-Duché de Luxembourg, enregistrée auprès du Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 110.204,

ici représentée par Peggy Simon, employée privée, avec adresse professionnelle au 9, Rabatt, L-6475, Echternach, Grand-Duché de Luxembourg, en vertu d'une procuration donnée le 24 juin 2014.

Laquelle procuration, après avoir été signée "ne varietur" par le mandataire de la comparante et le notaire instrumentaire, demeurera annexée aux présentes pour être enregistrée en même temps.

Laquelle comparante, par son mandataire, a requis le notaire instrumentaire d'acter que:

I. La comparante est l'associée unique de la société à responsabilité limitée établie à Luxembourg sous la dénomination de «Ingram Micro Finance Luxembourg S.à r.l.», ayant son siège social au 20, rue Eugène Ruppert, L-2453 Luxembourg, Grand-Duché de Luxembourg, et inscrite auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 159.654 (la «Société»), constituée suivant un acte reçu par Maître Henri Hellinckx, notaire public établi à Luxembourg, en date du 17 février 2011, publié au Mémorial C - Recueil des Sociétés et Associations, n°1320 le 17 juin 2011. Les statuts de la Société ont été modifiés pour la dernière par un acte reçu du notaire soussigné en date du 25 octobre 2012, publié au Mémorial C - Recueil des Sociétés et Associations, n°2925 le 3 décembre 2012.

II. Le capital social est fixé à un milliard, quarante-trois millions, cent trente-sept mille, huit cent soixante-quinze euros (EUR 1.043.137.875,-) représenté par quarante-et-un millions, sept cent vingt-cinq mille, cinq cent quinze (41.725.515) parts sociales d'une valeur nominale de vingt-cinq euros (EUR 25,-) chacune.

III. La comparante, par son mandataire, a requis le notaire instrumentaire de documenter les résolutions suivantes:

### Première résolution

L'associée unique a décidé (i) de réduire le capital social de la Société d'un montant d'un milliard, quarante-trois millions, cent vingt-cinq mille, trois cent soixante-quinze euros (EUR 1.043.125.375,-) par l'annulation de quarante-et-un millions, sept cent vingt-cinq mille, quinze (41.725.015) parts sociales, (ii) de réduire en conséquence la réserve légale de la Société

d'un montant de neuf millions, sept cent vingt-neuf mille, trois cent quatre-vingt-douze euros et vingt centimes (EUR 9.729.392,20), et (iii) d'allouer le montant de la réduction de capital et le montant de la réduction de la réserve légale au compte de prime d'émission de la Société de sorte que le capital social de la Société est désormais fixé à douze mille, cinq cents euros (EUR 12.500,-) et représenté par cinq cents (500) parts sociales d'une valeur nominale de vingt-cinq euros (EUR 25,-) chacune.

En raison de (i) la réduction de capital, (ii) la réduction de la réserve légale et (iii) l'allocation subséquente des montants réduits au compte de prime d'émission de la Société, ce dernier s'élève désormais à un montant d'un milliard, soixante millions, cent vingt mille, six cent dix-sept euros et quatre-vingt-quatorze centimes (EUR 1.060.120.617,94).

#### *Deuxième résolution*

En conséquence de la réduction de capital de la Société, l'associée unique a décidé de modifier et reformuler l'article 8 des statuts de la Société comme suit:

« **Art. 8.** Le capital social est fixé à douze mille, cinq cents euros (EUR 12.500,-) représenté par cinq cents (500) parts sociales d'une valeur nominale de vingt-cinq euros (EUR 25,-) chacune.

Le montant du capital de la Société peut être augmenté ou réduit au moyen d'une résolution de l'assemblée générale extraordinaire des associés ou de l'associé unique (selon le cas) prise dans les formes requises pour la modification des Statuts.

En plus du capital social, un compte de prime d'émission peut être établi auquel toutes les primes payées sur une part sociale en plus de la valeur nominale seront transférées. L'avoir de ce compte de primes peut être utilisé pour effectuer le remboursement en cas de rachat des parts sociales des associés par la Société, pour compenser des pertes nettes réalisées, pour effectuer des distributions aux associés, ou pour être affecté à la réserve légale.

Le remboursement de la prime d'émission sera effectué par une décision des associés ou de l'associé unique (selon le cas) tenue sous seing privé».

#### *Troisième résolution*

L'associée unique a décidé de modifier le registre des parts sociales de la Société afin d'y refléter les modifications qui précèdent, et donne pouvoir et autorité à tout gérant de la Société afin de procéder pour le compte de la Société à l'inscription de l'annulation des parts sociales dans le registre des parts sociales de la Société.

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

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.

A la requête de la même comparante et en cas de divergences entre le texte anglais et le texte français, la version anglaise fera foi.

Dont Procès-verbal, fait et passé à Echternach, les jours, mois et an qu'en tête des présentes.

Lecture faite et interprétation donnée au mandataire de la comparante, connue du notaire par son nom et prénom, état et demeure, elle a signé ensemble avec nous notaire, le présent acte.

Signé: P. SIMON, Henri BECK.

Enregistré à Echternach, le 27 juin 2014. Relation: ECH/2014/1211. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): J.-M. MINY.

POUR EXPEDITION CONFORME délivrée à demande, aux fins de dépôt au registre de commerce et des sociétés.

Echternach, le 1<sup>er</sup> juillet 2014.

Référence de publication: 2014121475/138.

(140139645) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2014.

---

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

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

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

R.C.S. Luxembourg B 126.092.

#### — DISSOLUTION

In the year two thousand and fourteen, on the twenty-fifth day of July, before Us Maître Francis Kessler, notary residing in Esch-sur-Alzette, Grand Duchy of Luxembourg,

There appeared:

Grainger Europe (No.2) Limited., a limited company incorporated under the laws of the United-Kingdom, having its registered office at St James' Boulevard, GB - NE1 4JE Newcastle Upon Tyne, United-Kingdom and registered with the Register of Companies of the United-Kingdom under number 5520409, (the Sole Shareholder),

duly represented by Mrs. Sophie Henryon, employee, professionally residing in Esch-sur-Alzette, by virtue of a power of attorney given under private seal.

The said power of attorney, after having been initialled and signed *ne varietur* by the proxyholder and the undersigned notary, will remain attached to the present deed to be filed at the same time with the registration authorities.

The Sole Shareholder, represented as stated above, has requested the notary to record that:

I. the Sole Shareholder holds all the shares in Grainger European Healthcare Holdings S.à r.l., a private limited liability company incorporated under the laws of Luxembourg, having its registered office at 16, avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 126.092 (the Company);

II. the Company has been incorporated pursuant to a deed of Maître Joseph Elvinger, notary residing in Luxembourg, Grand Duchy of Luxembourg, on March 26, 2007, published in the Mémorial C, Recueil des Sociétés et des Associations, N° - 1077 of June 6, 2007. The articles of association of the Company have been last amended pursuant to a deed of Maître Martine Schaeffer, notary residing in Luxembourg, on December 8, 2010, published in the Mémorial C, Recueil des Sociétés et des Associations, N° - 223 of February 3, 2011 (the Articles).

III. the Company's capital is set at twelve thousand five hundred Euros (EUR 12,500.-), represented by five hundred (500) shares in registered form having a nominal value of twenty-five Euros (EUR 25.-) each, all subscribed and fully paid-up.

#### *Resolutions*

The Sole Shareholder resolves, in its capacity as sole shareholder of the Company, to dissolve the Company with immediate effect; and

(i) to assume the role of liquidator of the Company with full knowledge of the Articles and the financial situation of the Company;

(ii) acting in its capacity as sole shareholder of the Company and final beneficial owner of the operation, to proceed with the dissolution of the Company with immediate effect;

(iii) to grant full discharge to the managers of the Company for their respective mandates from the date of their respective appointment up to the date of the present meeting;

(iv) as liquidator of the Company to declare that (i) the activity of the Company has ceased, (ii) except for administrative charges for liquidation purposes of the Company, all the known debts have been paid, (iii) it distributes all the assets of the Company to the sole shareholder as liquidation proceeds and it resolves to irrevocably undertake to assume and settle any debts of the Company that are unknown or hidden at present and hence (iv) the Company's liquidation can be terminated without prejudice;

(v) to approve the closing financial statements of the Company as at the date hereof;

(vi) consequently the Company be and hereby is liquidated and the liquidation is closed; and

(vii) to keep the books, documents and records of the Company during a period of five (5) years at 16, avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg.

#### *Declaration*

Whereof, the present deed was drawn up in Esch-sur-Alzette, on the day named at the beginning of this document.

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

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

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

L'an deux mille quatorze, le vingt-cinquième jour du mois de juillet, par-devant Maître Francis Kessler, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg.

A comparu:

Grainger Europe (No.2) Limited., une société à responsabilité limitée (limited company) constituée selon les du Royaume-Uni, dont le siège social est établi à St James' Boulevard, GB - NE1 4JE Newcastle Upon Tyne, Royaume-Uni, et immatriculée au Registre des Sociétés du Royaume-Uni sous le numéro 5520409, (l'Associé Unique),

ici représenté par Mme. Sophie Henryon, employée privée, de résidence professionnelle à Esch-sur-Alzette, en vertu d'une procuration donnée sous seing privé,

Ladite procuration restera, après avoir été signée *ne varietur* par le mandataire de la partie comparante et le notaire instrumentant, annexée au présent acte avec lequel elle sera soumise aux formalités d'enregistrement.

L'Associé Unique, représenté comme indiqué ci-dessus, a requis le notaire instrumentant d'acter ce qui suit:



I. l'Associé Unique détient toutes les parts sociales de Grainger European Healthcare Holdings S.à r.l., une société à responsabilité limitée constituée selon les lois de Luxembourg, dont le siège social est établi au 16, avenue Pasteur, L-2310 Luxembourg, Grand-Duché de Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 126.092 (la Société);

II. la Société a été constituée le 26 mars 2007 suivant un acte reçu par devant Maître Joseph Elvinger, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, publié au Mémorial C, Recueil des Sociétés et des Associations, N° - 1077 le 6 juin 2007. Les statuts de la Société ont été modifiés pour la dernière fois le 8 Décembre 2010 suivant acte reçu par devant Maître Martine Schaeffer, notaire de résidence à Luxembourg, publié au Mémorial C, Recueil des Sociétés et des Associations, N° - 223, le 3 février 2011 (les Statuts);

III. Le capital social de la Société s'élève à douze mille cinq cents euros (EUR 12.500,-) représenté par cinq cents (500) parts sociales sous forme nominative ayant une valeur nominale de vingt-cinq euros (EUR 25,-) chacune, toutes souscrites et entièrement libérées.

#### Résolutions

L'Associé Unique décide, en sa qualité d'associé unique de la Société, de dissoudre la Société avec effet immédiat; et

(i) d'assumer le rôle de liquidateur de la Société en ayant parfaite connaissance des Statuts et de la situation financière de la Société;

(ii) d'agir en tant qu'associé unique de la Société et ultime bénéficiaire économique de l'opération, de procéder à la dissolution de la Société avec effet immédiat;

(iii) d'accorder entière décharge aux gérants de la Société pour leur mandat respectif à compter de la date de leur nomination respective jusqu'à la date de la présente assemblée;

(iv) en tant que liquidateur de déclarer que (i) les activités de la Société ont cessé (ii) excepté les dettes administratives pour les besoins de la liquidation de la Société, toutes les dettes connues ont été payées, (iii) il distribue tous les actifs de la Société à l'associé unique en tant que boni de liquidation et décide irrévocablement d'assumer et de régler toutes les dettes de la Société qui ne sont pas encore connues ou qui sont cachées à l'heure actuelle et (iv) dès lors la liquidation de la Société peut être achevée sans préjudice;

(v) d'approuver les comptes sociaux de clôture de la Société à la date des présentes;

(vi) de ce fait, que la Société soit et par les présentes est liquidée et que la liquidation est close; et

(vii) de conserver les livres, documents et dossiers de la Société durant une période de cinq (5) ans au 16, avenue Pasteur, L-2310 Luxembourg, Grand-Duché de Luxembourg.

#### Déclaration

Dont acte, fait et passé à Esch-sur-Alzette, date qu'en tête des présentes.

Le notaire soussigné qui comprend et parle l'anglais, déclare qu'à la demande de la partie comparante, le présent acte est rédigé en anglais suivi d'une version française et en cas de divergences entre le texte anglais et français, la version anglaise fera foi.

Et après lecture faite au mandataire du comparant, ledit mandataire a signé le présent acte original avec le notaire.

Signé: Henryon, Kessler.

Enregistré à Esch/Alzette Actes Civils, le 29 juillet 2014. Relation: EAC/2014/10526. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): M. Halsdorf.

POUR EXPEDITION CONFORME.

Référence de publication: 2014121402/109.

(140139580) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2014.

#### Fondation Sclérose en Plaques Luxembourg, Fondation.

Siège social: L-2665 Luxembourg, 48, rue du Verger.

R.C.S. Luxembourg G 163.

#### Bilan au 31 décembre 2013

| ACTIF                                   | 2013         | %     | 2012         | %     |
|-----------------------------------------|--------------|-------|--------------|-------|
| FRAIS D'ETABLISSEMENT . . . . .         | 0,00         | 0,00  | 0,00         | 0,00  |
| ACTIF IMMOBILISE                        |              |       |              |       |
| Immobilisations incorporelles . . . . . | 1,00         | 0,00  | 1,00         | 0,00  |
| Immobilisations corporelles . . . . .   |              | 0,00  |              |       |
| Immeuble Aal Esch . . . . .             | 2 418 435,06 | 30,43 | 2 491 662,15 | 30,70 |
| Terrain Um Bill . . . . .               | 493 012,91   | 6,20  | 493 012,91   | 6,07  |

|                                                                                 |                     |               |                     |               |
|---------------------------------------------------------------------------------|---------------------|---------------|---------------------|---------------|
| Construction Um Bill - Phase I . . . . .                                        | 2 219 356,17        | 27,93         | 2 342 653,73        | 28,85         |
| Construction Um Bill - Phase II . . . . .                                       | 1 874 464,40        | 23,59         | 1 954 284,15        | 24,08         |
| Immeuble Um Cents . . . . .                                                     | 1,00                | 0,00          | 1,00                | 0,00          |
| Mobilier et installations - Bongeschgewan . . . . .                             | 923,37              | 0,01          | 1 231,16            | 0,02          |
| Mobilier et installations - Um Bill 1 . . . . .                                 | 110 880,31          | 1,40          | 135 299,02          | 1,67          |
| Mobilier et installations - Um Bill 2 . . . . .                                 | 147 647,14          | 1,86          | 170 117,27          | 2,10          |
| Matériel roulant . . . . .                                                      | 76 638,70           | 0,96          | 10 823,75           | 0,50          |
|                                                                                 | <u>7 341 359,06</u> | <u>92,38</u>  | <u>7 629 085,14</u> | <u>93,99</u>  |
| <b>Créances</b>                                                                 |                     |               |                     |               |
| Garanties et cautions . . . . .                                                 | 250,00              | 0,00          | 250,00              | 0,00          |
| Créances MIFA - subv. d'investissements (immeubles + mobilier) . . . . .        | 10 282,14           | 0,13          | 257,86              | 0,00          |
| Créances MIFA - subv. d'exploitation . . . . .                                  | 56 248,54           | 0,71          | 73 063,37           | 0,90          |
| Autres créances . . . . .                                                       | 48 263,20           | 0,61          | 97 501,03           | 1,20          |
|                                                                                 | <u>115 043,88</u>   | <u>1,45</u>   | <u>171 072,26</u>   | <u>2,11</u>   |
| <b>Avoirs en banques, en CCP, chèques et encaisse</b>                           |                     |               |                     |               |
| BCEE c/c . . . . .                                                              | 21 173,10           | 0,27          | 54 778,99           | 0,67          |
| BCEE livret d'épargne . . . . .                                                 | 388 927,70          | 4,88          | 216 938,93          | 2,67          |
| BGL c/c . . . . .                                                               | 6 784,89            | 0,09          | 1 062,01            | 0,01          |
| CCRA c/c . . . . .                                                              | 381,32              | 0,00          | 398,12              | 0,00          |
| CCRA épargne . . . . .                                                          | 264,78              | 0,00          | 266,35              | 0,00          |
| CCPL . . . . .                                                                  | 56 837,43           | 0,72          | 29 211,88           | 0,36          |
| Caisses . . . . .                                                               | 1 225,07            | 0,02          | 2 161,78            | 0,03          |
| Virements internes . . . . .                                                    | 0,00                | 0,00          | 0,00                | 0,00          |
| BGL - garanties locatives . . . . .                                             | 11 774,09           | 0,15          | 9 148,58            | 0,11          |
|                                                                                 | <u>487 368,38</u>   | <u>6,13</u>   | <u>313 966,64</u>   | <u>3,87</u>   |
| COMPTES DE REGULARISATION . . . . .                                             | 2 916,55            | 0,04          | 3 027,26            | 0,004         |
| SOMME ACTIF . . . . .                                                           | <u>7 946 688,87</u> | <u>100,00</u> | <u>8 117 152,30</u> | <u>100,00</u> |
| <b>PASSIF</b>                                                                   |                     |               |                     |               |
| <b>CAPITAUX PROPRES</b>                                                         |                     |               |                     |               |
| Fonds associatifs & réserve libre . . . . .                                     | 3 500 000,00        | 44,04         | 3 500 000,00        | 43,12         |
| Résultats reportés . . . . .                                                    | 203 800,00          | 2,56          | 240 151,29          | 2,96          |
| Résultat de l'exercice . . . . .                                                | 88 391,22           | 1,11          | (36 351,29)         | (0,45)        |
|                                                                                 | <u>3 792 191,22</u> |               | <u>3 703 800,00</u> | <u>45,63</u>  |
| Subvention d'investissements MIFA - Construction BILL 1 . . . . .               | 1 553 549,33        | 19,55         | 1 639 857,62        | 20,20         |
| Subvention d'investissements CGDCH - Construction BILL 1 . . . . .              | 108 000,00          | 1,36          | 114 000,00          | 1,40          |
| Subvention d'investissements MIFA - Construction BILL 2 . . . . .               | 166 877,33          | 2,10          | 173 972,52          | 2,14          |
| Subvention d'investissements CGDCH - Construction BILL 2 . . . . .              | 572 000,00          | 7,20          | 598 000,00          | 7,37          |
| Subvention d'investissements LLSP - Construction BILL 2 . . . . .               | 598 861,78          | 7,54          | 626 082,77          | 7,71          |
| Subvention d'investissements MIFA - 1 <sup>er</sup> équipement BILL 1 . . . . . | 101 957,00          | 1,28          | 133 575,70          | 1,65          |
| Subvention d'investissements LLSP - 1 <sup>er</sup> équipement BILL 2 . . . . . | 147 647,14          | 1,86          | 170 117,27          | 2,10          |
| Subvention d'investissements MIFA - matériel roulant . . . . .                  | 12 151,40           | 0,15          | 18 347,10           | 0,23          |
| Subvention d'investissements LLSP - matériel roulant . . . . .                  | 1,00                | 0,00          | 8 000,00            | 0,10          |
|                                                                                 | <u>3 261 044,98</u> | <u>88,75</u>  | <u>3 481 952,98</u> | <u>42,90</u>  |
| <b>PROVISIONS POUR RISQUES ET CHARGES</b>                                       |                     |               |                     |               |
| Autres provisions . . . . .                                                     | 1 725,00            | 0,02          | 1 460,50            | 0,02          |
|                                                                                 | <u>1 725,00</u>     | <u>0,02</u>   | <u>1 460,50</u>     | <u>0,02</u>   |
| <b>DETTES</b>                                                                   |                     |               |                     |               |
| <b>Dettes dont la durée résiduelle est supérieure à un an</b>                   |                     |               |                     |               |
| Emprunt BCEE BILL-phase I . . . . .                                             | 545 610,74          | 6,87          | 584 435,50          | 7,20          |
| Emprunt 8CEE BILL-phase II . . . . .                                            | 282 183,91          | 3,55          | 297 329,52          | 3,66          |
|                                                                                 | <u>827 794,65</u>   | <u>10,42</u>  | <u>881 765,02</u>   | <u>10,86</u>  |
| <b>Dettes dont la durée résiduelle est inférieure ou égale à un an</b>          |                     |               |                     |               |
| Dettes au titre de la sécurité sociale (CCSS) . . . . .                         | 24 206,34           | 0,30          | 15 954,24           | 0,20          |
| Dettes envers personnel . . . . .                                               | 0,00                | 0,00          | 0,00                | 0,00          |



|                                     |                     |               |                     |               |
|-------------------------------------|---------------------|---------------|---------------------|---------------|
| Factures non parvenues . . . . .    | 2 264,39            | 0,03          | 1 833,06            | 0,02          |
| Dettes envers l'Etat . . . . .      | 0,00                | 0,00          | 0,00                | 0,00          |
| Autres dettes . . . . .             | 22 373,86           | 0,28          | 21 237,92           | 0,26          |
|                                     | <u>48 844,59</u>    | <u>0,61</u>   | <u>39 025,22</u>    | <u>0,48</u>   |
| COMPTES DE REGULARISATION . . . . . | 15 088,43           | 0,19          | 9 148,58            | 0,11          |
| SOMME PASSIF . . . . .              | <u>7 946 688,87</u> | <u>100,00</u> | <u>8 117 152,30</u> | <u>100,00</u> |

Compte de profits & pertes au 31 décembre 2013

| CHARGES                                                            | 2013                | %             | 2012                | %             |
|--------------------------------------------------------------------|---------------------|---------------|---------------------|---------------|
| Frais de personnel . . . . .                                       | 553 580,53          | 43,33         | 524 902,62          | 44,57         |
| Frais "Aal Esch-Location" * . . . . .                              | 54 193,81           | 4,24          | 50 240,77           | 4,27          |
| Frais "Aal Esch-Activités" * . . . . .                             | 18 168,02           | 1,42          | 23 143,15           | 1,97          |
| Frais "Um Bill - Day Center" * . . . . .                           | 144 103,04          | 11,28         | 152 482,69          | 12,95         |
| Frais "Um Bill - Vakanzhaus" * . . . . .                           | 8 706,99            | 0,68          | 12 284,04           | 1,04          |
| Frais Cents * . . . . .                                            | 796,48              | 0,06          | 868,01              | 0,07          |
| Frais généraux * . . . . .                                         | 19 881,51           | 1,56          | 22 712,34           | 1,93          |
| Aides aux usagers . . . . .                                        | 4 815,50            | 0,38          | 6 253,00            | 0,53          |
|                                                                    | <u>250 665,35</u>   |               | <u>267 984,00</u>   |               |
| Intérêts et charges assimilées . . . . .                           | 5 436,00            | 0,43          | 14 389,07           | 1,22          |
| Amortissement immeuble "Aal Esch" . . . . .                        | 73 227,09           | 5,73          | 73 227,09           | 6,22          |
| Amortissement immeuble "Um Bill 1" . . . . .                       | 123 297,56          | 9,65          | 123 297,56          | 10,47         |
| Amortissement immeuble "Um Bill 2" . . . . .                       | 85 206,21           | 6,67          | 84 990,75           | 7,22          |
| Amortissement mobilier et installations "Um Bill 1 + 2" . . . . .  | 64 634,71           | 5,06          | 69 580,78           | 5,91          |
| Amortissement matériel roulant . . . . .                           | 32 729,05           | 2,56          | 19 021,25           | 1,62          |
|                                                                    | <u>379 094,62</u>   |               | <u>370 117,43</u>   |               |
| Charges - exercices antérieurs . . . . .                           | 340,42              | 0,03          | 371,31              | 0,03          |
| Excédents des produits . . . . .                                   | 88 391,22           | 6,92          | 0,00                | 0,00          |
| SOMME CHARGES . . . . .                                            | <u>1 277 508,14</u> | <u>100,00</u> | <u>1 177 764,43</u> | <u>100,00</u> |
| PRODUITS                                                           |                     |               |                     |               |
| Remboursement mutualité . . . . .                                  | 14 324,85           | 1,12          | 12 007,91           | 1,02          |
| Participation LLSP dans frais de personnel . . . . .               | 0,00                | 0,00          | 5 450,96            | 0,46          |
| Dons ordinaires . . . . .                                          | 246 748,94          | 19,31         | 42 877,10           | 3,64          |
| Dons décès & mariages . . . . .                                    | 60 046,61           | 4,70          | 88 525,40           | 7,52          |
|                                                                    | <u>306 795,55</u>   |               | <u>131 402,50</u>   |               |
| Subside d'exploitation MIFA . . . . .                              | 385 086,29          | 30,14         | 415 131,08          | 35,25         |
| Recette gérance immeuble . . . . .                                 | 800,00              | 0,06          | 1 847,77            | 0,16          |
| Loyers reçus Aal Esch . . . . .                                    | 95 719,00           | 7,49          | 98 288,00           | 8,35          |
| Recettes charges locatives Aal Esch . . . . .                      | 26 911,58           | 2,11          | 33 169,97           | 2,82          |
| Diverses recettes Aal Esch . . . . .                               | 77,99               | 0,01          | 514,20              | 0,04          |
|                                                                    | <u>123 508,57</u>   |               | <u>133 819,94</u>   |               |
| Recettes Day Center . . . . .                                      | 192 548,38          | 15,07         | 183 584,59          | 15,59         |
| Diverses recettes Um Bill . . . . .                                | 12 295,92           | 0,96          | 7 761,65            | 0,66          |
| Loyers Vakanzhaus . . . . .                                        | 6 130,00            | 0,48          | 5 332,00            | 0,453         |
|                                                                    | <u>210 974,30</u>   |               | <u>196 678,24</u>   |               |
| Intérêts et produits assimilés . . . . .                           | 1 188,80            | 0,09          | 2 212,15            | 0,19          |
| Autres recettes . . . . .                                          | 1 221,30            | 0,10          | 8 069,71            | 0,69          |
| Quote-part subvention d'investissement virée au résultat . . . . . | 230 817,40          | 18,07         | 236 545,63          | 20,08         |
| Produits - exercices antérieurs . . . . .                          | 3 591,08            | 0,28          | 95,02               | 0,01          |
| Excédents des charges . . . . .                                    | 0,00                | 0,00          | 36 351,29           | 3,09          |
| SOMME PRODUITS . . . . .                                           | <u>1 277 508,14</u> | <u>100,00</u> | <u>1 177 764,43</u> | <u>100,00</u> |

\* suivant annexe

Les annexes ci-jointes font partie intégrante de ce bilan

| CHARGES                                                            | 2014                | 2013                | Diff.            |
|--------------------------------------------------------------------|---------------------|---------------------|------------------|
| Frais de personnel . . . . .                                       | 550 000,00          | 530 000,00          | 20 000,00        |
| Frais "Aal Esch-Location" * . . . . .                              | 55 000,00           | 50 000,00           | 5 000,00         |
| Frais "Aal Esch-Activités" * . . . . .                             | 20 000,00           | 25 000,00           | (5 000,00)       |
| Frais "Um Bill - Day Center" * . . . . .                           | 150 000,00          | 150 000,00          | 0,00             |
| Frais "Um Bill - Vakanzhaus" * . . . . .                           | 10 000,00           | 12 000,00           | (2 000,00)       |
| Frais Cents * . . . . .                                            | 1 000,00            | 1 500,00            | (500,00)         |
| Frais généraux * . . . . .                                         | 20 000,00           | 17 000,00           | 3 000,00         |
| Aides aux usagers . . . . .                                        | 5 000,00            | 8 000,00            | (3 000,00)       |
| Intérêts et charges assimilées . . . . .                           | 6 000,00            | 15 000,00           | (9 000,00)       |
| Amortissement immeuble "Aal Esch" . . . . .                        | 73 227,09           | 73 227,09           | 0,00             |
| Amortissement immeuble "Um Bill 1" . . . . .                       | 123 297,56          | 123 297,56          | 0,00             |
| Amortissement immeuble "Um Bill 2" . . . . .                       | 85 206,21           | 85 493,84           | (287,63)         |
| Amortissement mobilier et installations "Um Bill 1 + 2" . . . . .  | 64 634,71           | 70 000,00           | (5 365,29)       |
| Amortissement matériel roulant . . . . .                           | 32 729,05           | 19 021,25           | 13 707,80        |
| <b>TOTAL</b> . . . . .                                             | <b>1 196 094,62</b> | <b>1 179 539,74</b> | <b>16 554,88</b> |
| <b>PRODUITS</b>                                                    |                     |                     |                  |
| Participation LLSP dans frais de personnel . . . . .               | 0,00                | 0,00                | 0,00             |
| Dons ordinaires . . . . .                                          | 40 000,00           | 40 000,00           | 0,00             |
| Dons décès & mariages . . . . .                                    | 60 000,00           | 85 000,00           | (25 000,00)      |
| Subside d'exploitation MIFA . . . . .                              | 360 000,00          | 360 000,00          | 0,00             |
| Recette gérance immeuble . . . . .                                 | 1 000,00            | 2 000,00            | 1 000,00         |
| Loyers reçus Aal Esch . . . . .                                    | 95 000,00           | 100 000,00          | (5 000,00)       |
| Charges locatives Aal Esch . . . . .                               | 30 000,00           | 34 000,00           | (4 000,00)       |
| Diverses recettes Aal Esch . . . . .                               | 0,00                | 600,00              | (600,00)         |
| Recettes Day Center . . . . .                                      | 190 000,00          | 180 000,00          | 10 000,00        |
| Diverses recettes Um Bill . . . . .                                | 10 000,00           | 5 500,00            | 4 500,00         |
| Loyers Vakanzhaus . . . . .                                        | 5 000,00            | 5 000,00            | 0,00             |
| Intérêts et produits assimilés . . . . .                           | 1 100,00            | 2 200,00            | (1 100,00)       |
| Autres recettes . . . . .                                          | 1 200,00            | 8 000,00            | (6 800,00)       |
| Quote-part subvention d'investissement virée au résultat . . . . . | 230 000,00          | 236 000,00          | (6 000,00)       |
| Excédents des charges . . . . .                                    | 172 794,62          | 121 239,74          | 51 554,88        |
| <b>TOTAL</b> . . . . .                                             | <b>1 196 094,62</b> | <b>1 179 539,74</b> | <b>16 554,88</b> |

Référence de publication: 2014121384/154.

(140138538) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2014.

### Gea S.A., Société Anonyme.

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

R.C.S. Luxembourg B 94.062.

L'AN DEUX MILLE QUATORZE, LE VINGT-TROIS JUILLET.

Par-devant Maître Cosita DELVAUX, notaire de résidence à Redange-sur-Attert, Grand-Duché de Luxembourg.

S'est tenue

l'assemblée générale extraordinaire des actionnaires de la société «Gea S.A.» (la «Société»), société anonyme en liquidation, ayant son siège social à L-1420 Luxembourg, 5, Avenue Gaston Diderich, inscrite auprès du Registre de Commerce et des Sociétés de Luxembourg, à la section B sous le numéro 94062, constituée suivant acte reçu par Maître Jacques DELVAUX, alors notaire de résidence à Luxembourg, en date du 17 juin 2003, publié au Mémorial C, numéro 746, du 15 juillet 2003 et dont les statuts n'ont pas été modifiés depuis cette date.

La Société a été mise en liquidation par acte du notaire instrumentant en date du 26 novembre 2013, publié au Mémorial C, Recueil des Sociétés et Associations numéro 3262 du 21 décembre 2013, comprenant la nomination de Monsieur Giuseppe FRANCO, né à Rome (Italie), le 19 octobre 1958, résident à Nepi (VT), Via Umiltà 190, Italie, en tant que liquidateur.

L'assemblée générale est ouverte sous la présidence de Madame Concetta DEMARINIS, employée, demeurant professionnellement à Luxembourg.

Le président nomme comme secrétaire Monsieur Calogero AGRO, employé, demeurant professionnellement à Luxembourg.

L'assemblée choisit comme scrutateur Madame Concetta DEMARINIS, demeurant professionnellement à Luxembourg.

Le bureau de l'assemblée ayant ainsi été constitué, le président déclare et requiert le notaire d'acter que:

I) L'ordre du jour de l'assemblée est le suivant:

1. Augmentation du capital social de la Société à concurrence d'un montant de EUR 4.007.066 (quatre millions sept mille soixante-six euros) pour le porter de son montant actuel de 32.000 (trente-deux mille euros) à un montant de EUR 4.039.066 (quatre millions trente-neuf mille soixante-six euros) par l'émission de 2.003.533 (deux millions trois mille cinq cent trente-trois) actions nouvelles d'une valeur nominale de EUR 2 (deux euros) chacune, jouissant des mêmes droits et avantages que les actions existantes.

2. Souscription des nouvelles actions par l'actionnaire unique de la société et libération intégrale desdites actions nouvelles moyennant conversion dans le capital des créances certaines, liquides et immédiatement exigibles que l'actionnaire unique détient à l'encontre de la Société, évaluées à au moins EUR 4.007.066 (quatre millions sept mille soixante-six euros), soumis au rapport d'expertise de la société COMPAGNIE EUROPEENNE DE REVISION S.à r.l., avec siège social à 15, Rue des Carrefours, L-8124 Bridel, un réviseur d'entreprises agréé indépendant.

3. Modification subséquente de l'article 5 des statuts;

4. Divers

II) Les actionnaires présents ou représentés, les mandataires des actionnaires représentés et le nombre d'actions des actionnaires, sont renseignés sur une liste de présence, laquelle, signée par les actionnaires présents et les mandataires des actionnaires représentés, par les membres du bureau de l'assemblée et le notaire instrumentaire, restera annexée au présent acte avec lequel elle sera enregistrée.

Les procurations des actionnaires représentés, signées «ne varietur» par les actionnaires présents, les mandataires des actionnaires représentés, les membres du bureau de l'assemblée et le notaire instrumentaire, resteront aussi annexés au présent acte.

III) Il résulte de ladite liste de présence que l'intégralité du capital social est présente ou représentée à la présente assemblée générale extraordinaire.

IV) Le président constate que la présente assemblée est constituée régulièrement et peut valablement délibérer sur les points de l'ordre du jour. Les actionnaires présents ou représentés prennent acte de et approuvent les déclarations faites par le président.

Le président soumet ensuite au vote des membres de l'assemblée les résolutions suivantes qui ont toutes été prises à l'unanimité des voix.

#### *Première résolution*

L'assemblée générale a décidé d'augmenter le capital social de la Société à concurrence de EUR 4.007.066 (quatre millions sept mille soixante-six euros) afin de le porter de 32.000 (trente-deux mille euros) à EUR 4.039.066 (quatre millions trente-neuf mille soixante-six euros) par la conversion en capital des créances certaines, liquides et immédiatement exigibles détenue par l'actionnaire unique sur la Société, par la création et l'émission de 2.003.533 (deux millions trois mille cinq cent trente-trois) actions nouvelles d'une valeur nominale de EUR 2 (deux euros) chacune, bénéficiant des mêmes droits et avantages que les actions existantes, à attribuer au créancier en échange de l'apport de sa créance.

#### *Deuxième résolution*

Est ensuite intervenu Monsieur Giuseppe FRANCO, né à Rome (Italie), le 19 octobre 1958, résident à Nepi (VT), Via Umiltà 190, Italie, ici représenté par Madame Concetta DEMARINIS, prénommé/e, qui a déclaré souscrire aux 2.003.533 (deux millions trois mille cinq cent trente-trois) actions nouvelles d'une valeur nominale de EUR 2 (deux euros) chacune, jouissant des mêmes droits et avantages que les actions existantes, et les libérer intégralement moyennant l'apport en nature des créances certaines, liquides et immédiatement exigibles d'au moins EUR 4.007.066 (quatre millions sept mille soixante-six euros) détenues sur la Société.

#### *Rapport du réviseur d'entreprises agréé indépendant*

Conformément aux articles 26-1 et 32-1 (5) de la loi sur les sociétés commerciales, telle que modifiée, un rapport a été établi le 10 juillet 2014 par COMPAGNIE EUROPEENNE DE REVISION S.à r.l., avec siège social à 15, Rue des Carrefours, L-8124 Bridel, R.C.S. Luxembourg B37039, signé par Monsieur Yves Mertz, réviseur d'entreprises agréé, dont la conclusion est la suivante:

«Sur base de nos diligences telles que décrites ci-dessus, aucun fait n'a été porté à notre attention qui nous laisse penser que la valeur globale de l'apport ne correspond pas au moins au nombre et à la valeur nominale des actions à émettre en contrepartie.»

Ce rapport, après avoir été signé «ne varietur» par le mandataire, les membres du bureau et le notaire instrumentant, restera annexé au présent acte pour être soumis à l'enregistrement en même temps.

*Troisième résolution*

En conséquence des résolutions précédentes, l'assemblée a décidé de modifier l'article 5, deuxième alinéa, des statuts qui aura dorénavant la teneur suivante:

«Le capital souscrit de la société est fixé à EUR 4.039.066 (quatre millions trente-neuf mille soixante-six euros) représenté par 2.019.533 (deux millions dix-neuf mille cinq cent trente-trois) actions d'une valeur nominale de EUR 2 (deux euros) chacune.».

Plus rien n'étant à l'ordre du jour, l'assemblée a été clôturée.

*Frais*

Les frais, dépenses, rémunérations et charges, sous quelque forme que ce soit qui incombent à la Société en raison du présent acte sont évalués à environ EUR 3.400,-.

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

Lecture du présent acte faite aux comparants, tous connus du notaire instrumentant par leur nom, prénom usuel, état et demeure, ils ont signé avec Nous, notaire, la présente minute.

Signé: C. DEMARINIS, C. AGRO, C. DELVAUX.

Enregistré à Redange/Attert, le 25 juillet 2014. Relation: RED/2014/1643. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): T. KIRSCH.

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

Redange-sur-Attert, le 04 août 2014.

Me Cosita DELVAUX.

Référence de publication: 2014121398/95.

(140139972) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2014.

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

Siège social: L-1219 Luxembourg, 23, rue Beaumont.

R.C.S. Luxembourg B 112.609.

—  
EXTRAIT

Il résulte du procès-verbal de l'assemblée générale ordinaire du 30 avril 2014 que, le mandat des organes sociaux étant venu à échéance, ont été renommés:

*a) administrateurs*

- Madame Gabriele SCHNEIDER, directrice de société, avec adresse professionnelle à L-1219 Luxembourg, 23, rue Beaumont

- Monsieur Filippo DOLLFUS, administrateur de société, demeurant à La Punt-Charnues (Suisse)

- Monsieur Patrizio BAZZI, administrateur de sociétés, demeurant à Pregassona (Suisse), Via del Sole, 18A

*b) commissaire aux comptes*

- Monsieur Michel SCHAEFFER, administrateur de société, avec adresse professionnelle à L-1219 Luxembourg, 23, rue Beaumont,

jusqu'à l'issue de l'assemblée générale statutaire qui se tiendra en l'an 2018.

Luxembourg, le 30 avril 2014.

POUR EXTRAIT CONFORME

POUR LE CONSEIL D'ADMINISTRATION

Signature

Référence de publication: 2014118515/23.

(140135796) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**GenMed Soparfi S.à r.l., Société à responsabilité limitée.**

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

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

R.C.S. Luxembourg B 161.239.

—  
In the year two thousand and fourteen, on the twenty-eighth day of July.

Before Maître Francis Kessler, notary public residing at Esch-sur-Alzette, Grand-Duchy of Luxembourg, undersigned.

There appeared:

(1) Texas Medical Group SOPARFI S.à r.l., a Luxembourg société à responsabilité limitée, having its registered office at 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, with a share capital of EUR 12,500 and registered with the Luxembourg Trade and Companies Register under number B 157.999 (“Texas Medical”); and

(2) Seisa Europe s.r.o., a company incorporated under the laws of Slovakia, having its registered office at 24, Svätoplukova, 82108 Bratislava (“Seisa Europe” and together with Texas Medical, the “Appearing Shareholders”);

hereby both represented by Mrs. Sophie Henryon, notary clerk, with professional address at 5, rue Zénon Bernard, L-4030 Esch-sur-Alzette, Grand-Duchy of Luxembourg, by virtue of proxies given under private seal.

Such proxies having been signed “ne varietur” by the proxy holder, acting on behalf of the appearing parties and the undersigned notary, shall remain attached to this deed to be filed with such deed with the registration authorities.

The appearing parties, represented as stated herein above, have requested the undersigned notary to record as follows:

I.- All the shareholders of the Company (as further described below) have been duly convened pursuant to convening notices sent to each of them on 14 July 2014 in accordance with the provisions set forth in the articles of association. Copies of said convening notices were produced to the undersigned notary.

II. The appearing parties are the shareholders of GenMed Soparfi S.à r.l., a private limited liability company “société à responsabilité limitée”, having its registered office at 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Companies’ Register under number B 157.999 (the “Company”), which has been incorporated pursuant to a deed enacted by the undersigned notary on 2 May 2011 published in the “Mémorial C, Recueil des Sociétés et Associations” (the “Memorial C”) number 1913, dated 20 August 2011.

III.- That 9,375 (nine thousand three hundred seventy-five) shares having a nominal value of EUR 1 (one Euro) each, representing 75% (seventy-five percent) of the share capital of the Company, are represented so that the meeting can validly decide on all the items of the agenda of which the Appearing Shareholders expressly state having been duly informed beforehand.

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

#### *Agenda*

1. Dissolution and liquidation of the Company;
2. Appointment of Mr. Julio Chiu as liquidator of the Company for the liquidation period and determination of the powers of the liquidator; and
3. Miscellaneous.

After the foregoing was approved by the Appearing Shareholders of the Company, the following resolutions were taken:

#### *First resolution:*

The Appearing Shareholders resolved, in accordance with the law of 10 August 1915 on commercial companies, as amended, (the “Law”) and article 23 of the articles of association of the Company to approve the voluntary dissolution of the Company and to put it into liquidation.

#### *Second resolution:*

The Appearing Shareholders resolved to appoint Mr. Julio Chiu, with professional address at 221, North Kansas, Suite 1209, El Paso, Texas 79901, United States of America as liquidator of the Company (the “Liquidator”) and to grant the Liquidator with all necessary powers to undertake the liquidation procedure of the Company.

It is resolved by the Appearing Shareholders to grant to the Liquidator with all necessary powers in respect of the Liquidation and notably with the powers as provided for by Articles 144 and 145 of the Law.

It is further resolved by the Appearing Shareholders that the Liquidator will notably be empowered to:

- represent the Company during the liquidation proceedings, to dispose of all assets, to discharge the liabilities and to distribute, partially or entirely, the net assets of the Company in kind or in cash to the Shareholders of the Company at any time during the liquidation proceedings;
- accomplish any act provided for in Article 145 of the Law without having the prior approval of the shareholders of the Company and notably contribute the assets of the Company to other companies;
- withdraw, with or without payment, all intangible, privileged, secured or mortgaged rights, actions in termination, transcription, seizure, oppositions or other impediments;
- without the following enumeration being limitative, sell, exchange and alienate all movable properties and rights, and alienate the said property or properties if the case arises; and
- under his sole responsibility, delegate its powers for specific operations or tasks to one or several persons or entities.

There being no further business for the meeting to consider, the same was thereupon closed.

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

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

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

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

L'an deux mille quatorze, le vingt-huitième jour du mois de juillet.

Par devant Maître Francis Kessler, notaire public résidant à Esch-sur-Alzette, Grand-Duché de Luxembourg, soussigné.

Ont comparu:

(1) Texas Medical Group SOPARFI S.à r.l., une société à responsabilité limitée constituée selon les lois du Grand-Duché de Luxembourg, ayant son siège social sis au 46A, Avenue J.F Kennedy, L-1855 Luxembourg, Grand-Duché de Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 157 999 ("Texas Medical"); et

(2) Seisa Europe s.r.o., une société constituée selon les lois de Slovaquie, ayant son siège social sis à Svätoplukova, 82108 Bratislava, Slovaquie, ("Seisa Europe" et avec Texas Medical, "les Associés Comparants"); et

ici représentées par Mme Sophie Henryon, clerc de notaire, avec adresse professionnelle au 5, rue Zénon Bernard, L-4030 Esch-sur-Alzette, Grand-Duché de Luxembourg, en vertu d'une procuration donnée sous seing privé.

Ladite procuration ayant été paraphée "ne varietur" par le mandataire, agissant au nom de la partie comparante et le notaire soussigné, restera annexée au présent acte pour être soumise avec celui-ci aux formalités d'enregistrement.

Les parties comparantes, ainsi représentées, ont requis le notaire soussigné d'acter ce qui suit:

I.- Tous les associés de la Société (tels que décrits ci-dessus) ont été dûment convoqués conformément à la convocation qui a été adressée à chacun d'eux le 14 juillet 2014 conformément aux dispositions prévues par les statuts. Copies de ces convocations ont été remises au notaire soussigné.

II. Les parties comparantes sont les associés de GenMed Soparfi S.à r.l., une société à responsabilité limitée, ayant son siège social sis 46A, Avenue J.F. Kennedy L-1855 Luxembourg, Grand-Duché de Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 157 999 (la "Société"), constituée par acte notarié établi par le notaire soussigné, en date du 2 mai 2011, publié au Mémorial C, Recueil des Sociétés et Associations numéro 1913, le 20 août 2011.

III.- Que les 9.375 (neuf mille trois cent soixante quinze) parts sociales d'une valeur nominale de 1 EUR (un Euro) chacune, représentant 75% (soixante quinze pour cent) du capital social de la Société, sont représentées de sorte que l'assemblée peut valablement se prononcer sur tous les points figurant à l'ordre du jour dont les Associés Comparants reconnaissent expressément avoir été dûment informés.

IV.- L'ordre du jour de l'assemblée est le suivant:

#### *Ordre du jour*

1. Dissolution et liquidation de la Société;
2. Nomination de M. Julio Chiu en tant que liquidateur de la Société pour la période de liquidation et détermination des pouvoirs du liquidateur; et
3. Divers.

Suite à l'approbation de ce qui précède par les Associés Comparants de la Société, les résolutions suivantes ont été adoptées:

#### *Première résolution:*

Les Associés Comparants ont décidé conformément à la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (la "Loi") et l'article 23 des statuts de la Société, d'accepter la dissolution volontaire de la Société et de la mettre en liquidation (la "Liquidation").

#### *Deuxième résolution:*

Les Associés Comparants ont décidé de nommer M. Julio Chiu, demeurant professionnellement à 221 North Kansas, Suite 1209, El Paso, Texas 79901, Etats Unis d'Amérique, en tant que liquidateur de la Société (le "Liquidateur") et de lui conférer tous les pouvoirs nécessaires à la procédure de liquidation de la Société.

Il est décidé par les Actionnaires Comparants de conférer au Liquidateur tous les pouvoirs nécessaires à la Liquidation et notamment les pouvoirs prévus par les articles 144 à 151 de la Loi.

Il est décidé par les Actionnaires Comparants que le Liquidateur sera notamment habilité à:

- représenter la Société durant la procédure de Liquidation, à vendre tous les actifs, à s'acquitter des dettes de la Société, et à distribuer (en tout ou partie) les actifs nets de la Société en nature ou en espèces aux Associés de la Société à tout moment au cours de la procédure de liquidation.



- accomplir les actes prévus à l'article 145 de la Loi sans autorisation préalable des Associés de la Société, y compris apporter ou distribuer les actifs de la Société à d'autres sociétés.

- disposer, avec ou sans paiement, de tous les droits incorporels, privilèges, gages ou hypothèques, actions résolutoires, transcriptions, saisies, oppositions ou tout autre privilège.

- sans que l'énumération suivante ne soit limitative, vendre, échanger ou aliéner tous biens mobiliers et/ou droits de la Société, le cas échéant, et

- sous sa propre responsabilité, déléguer ses pouvoirs pour des tâches spécifiques et déterminées ou à un ou plusieurs mandataires.

Aucun autre point n'ayant été soulevé, l'assemblée a été levée.

Dont Acte, fait et passé à Esch-sur-Alzette, au jour figurant en tête de ce document.

Lecture ayant été faite de ce document au mandataire des parties comparantes, ledit mandataire a signé avec nous, notaire, l'original du présent acte.

Le notaire soussigné, qui comprend et parle anglais, déclare que, sur demande des parties comparantes, le présent acte est établi en anglais suivi d'une traduction en français. Sur demande des mêmes parties comparantes, en cas de divergences entre les textes anglais et français, la version anglaise prévaudra.

Signé: Henryon, Kessler.

Enregistré à Esch/Alzette Actes Civils, le 25 juillet 2014. Relation: EAC/2014/10559. Reçu douze euros 12,00 €.

Le Receveur ff. (signé): M. Halsdorf.

POUR EXPEDITION CONFORME.

Référence de publication: 2014121399/139.

(140139638) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2014.

**IQ-markets Holding S.à r.l., Société à responsabilité limitée.**

Siège social: L-1115 Luxembourg, 2, boulevard Konrad Adenauer.

R.C.S. Luxembourg B 133.908.

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.

Signatures.

Référence de publication: 2014118488/10.

(140135904) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

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

R.C.S. Luxembourg B 136.647.

Par la présente, BATINVEST Immobilière sàrl, 359-363, Route de Thionville L - 5885 Hesperange dénonce le siège social de la société immobilière IRB SARL,

359-363, Route de Thionville L - 5885 Hesperange, immatriculé sous le numéro B 136 647, avec effet au 23.07.2014.

Fait à Luxembourg, le 25/07/2014.

Pour extrait conforme

Pour la société

Référence de publication: 2014118489/12.

(140136529) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**Duse III S. à r.l., Société à responsabilité limitée.**

**Capital social: EUR 7.300,00.**

Siège social: L-2546 Luxembourg, 10, rue C.M. Spoo.

R.C.S. Luxembourg B 134.358.

*Extrait des décisions prises par les actionnaires de la Société en date du 10 juillet 2014*

1. M. Richard James a démissionné de son mandat en qualité de gérant avec effet au 10 juillet 2014.
2. Mme. Nicola Hordern, avec adresse au 33 Margaret Street, W1G 0JD Londres, Grande-Bretagne, a été nommé en qualité de gérant avec effet au 10 juillet 2014 et pour une durée indéterminée.
3. Le conseil de gérance se compose désormais comme suit:
  - Monsieur Godfrey Abel
  - Monsieur Michael Chidiac

- Madame Nicola Hordern

- Madame Lorna Mackie

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

Luxembourg, le 29 juillet 2014.

*Pour la Société*

Signature

Référence de publication: 2014118174/21.

(140136242) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**JC Partners & Associés, Société à responsabilité limitée.**

Siège social: L-4750 Pétange, 109, Chaussée de Longwy.

R.C.S. Luxembourg B 154.322.

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.

Wiltz, le 30 juillet 2014.

*Pour la société*

Joëlle SCHWACHTGEN

*Le notaire*

Référence de publication: 2014118501/13.

(140135798) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

**Digital Services XXXII S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-1736 Senningerberg, 5, Heienhaff.

R.C.S. Luxembourg B 188.493.

Dieses Dokument dient dazu die bisher eingeschriebenen Informationen beim Luxemburger Gesellschafts- und Handelsregister zu aktualisieren.

- Die Denomination, Rechtsform und Handelsregisternummer der Teilhaberin der Gesellschaft, Rocket Internet GmbH, lautet mit sofortiger Wirkung wie folgt:

Rocket Internet AG, eine Aktiengesellschaft eingeschrieben beim Handelsregister des Amtsgerichts Charlottenburg unter der Nummer HRB 159634 B.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxemburg, den 28. Juli 2014.

Digital Services XXXII S.à r.l.

Unterschrift

Référence de publication: 2014118160/18.

(140136099) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---

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

Siège social: L-3360 Leudelange, 2, rue de Luxembourg.

R.C.S. Luxembourg B 152.959.

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 ROLAND KOHN S.à.r.l.

259 ROUTE D'ESCH

L-1471 LUXEMBOURG

Signature

Référence de publication: 2014118185/13.

(140136558) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

---