



PROSPECTUS

HB REAVIS REAL ESTATE INVESTMENT FUND

A corporate partnership limited by shares (*société en commandite par actions*)
organized as an investment company with fixed capital (*société d'investissement à capital fixe*)
under the laws of the Grand Duchy of Luxembourg
registered pursuant to Part II of the Luxembourg law of 17 December 2010
on undertakings for collective investment, as amended

26 November 2019

Management and Administration

Principal and registered office

1b, rue Jean Piret
L-2350 Luxembourg

General Partner

HB Reavis Investment Management S.à r.l.
1b, rue Jean Piret
L-2350 Luxembourg

Board of Managers of the General Partner

Peter Grančič
Director Investment Management, HB Reavis Slovakia a.s.
George Leslie
Head of investment Management HB Reavis Group
Neil F. Ross
Independent Non-Executive Director

AIFM

Crestbridge Management Company S.A.
1, Boulevard de la Foire
L-1528 Luxembourg

Investment Advisor

HB Reavis IM Advisor Ltd.
La Rue Le Masurier, St Helier Jersey, JE2 4EY
Channel Islands

Depositary and Paying Agent

Société Générale Bank & Trust
11, Avenue Emile Reuter
L-2420 Luxembourg

Central Administrator, Registrar and Transfer Agent and Listing Agent

CF Fund Services S.A.

1b, rue Jean Piret

L-2350 Luxembourg

Independent Valuer

Jones Lang LaSalle, s.r.o.

Astoria Palace

Hodžovo námestie 1/A

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Slovakia

Auditor

PricewaterhouseCoopers, *Société coopérative*

2, rue Gerhard Mercator

L-2182 Luxembourg

Legal Advisor

Ogier

2-4 rue Eugène Ruppert

PO Box 2078

L-1020 Luxembourg

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Important Information

This prospectus (the “**Prospectus**”) is issued by **HB Reavis Real Estate Investment Fund** (the “**Fund**”), an open-ended umbrella fund incorporated under the laws of Luxembourg under the form of a corporate partnership limited by shares (*société en commandite par actions* or S.C.A.) organized as an investment company with fixed capital (*société d’investissement à capital fixe* or SICAF) and registered as an undertaking for collective investment governed by Part II (“**UCI Part II**”) of the law of 17 December 2010 on undertakings for collective investment, as amended from time to time (the “**2010 Law**”) and the law of 10 August 1915 relating to commercial companies, as amended from time to time (the “**1915 Law**”).

The Fund is managed by its General Partner (*associé-gérant commandité*), **HB Reavis Investment Management S.à r.l.**, a private limited company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg.

The General Partner in its capacity as general managing partner of the Fund has appointed Crestbridge Management Company S.A. to act as alternative investment fund manager (“**AIFM**”) in compliance with the provisions of the Alternative Investment Fund Managers Directive 2011/61/EC (“**AIFMD**”) which has been implemented in Luxembourg by the law of 12 July 2013 on alternative investment fund managers, as it may be amended from time to time (“**AIFM Law**”). The Fund is in the scope of the AIFM Law and qualifies as an alternative investment fund (“**AIF**”).

The Offer (as defined below) contained in this Prospectus is limited to investors who have expressed an interest in investing in the Fund and who must be aware of the risks inherent to the investment in an undertaking for collective investment investing in real estate such as the Fund.

The registration of the Fund as a UCI Part II should not be interpreted as a positive assessment of the quality of the proposed investment by the Luxembourg Supervisory Authority of the Financial Sector (*Commission de Surveillance du Secteur Financier* or “**CSSF**”). This Prospectus is being issued to certain persons to whom it is permitted to promote investment in the Fund in accordance with the 2010 Law and AIFM Law and any regulations thereunder and the

distribution of this document to persons other than those thereby permitted is forbidden. The recipients of this Prospectus may not forward or distribute copies of it to any other person. Any amendment to this Prospectus, including the investment strategy of a respective Sub-Fund requires the prior approval of the CSSF.

THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER OF, OR THE SOLICITATION OF AN OFFER TO ACQUIRE, SHARES TO ANY PERSON IN ANY JURISDICTION TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. THE DISTRIBUTION OF THIS DOCUMENT IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW AND THEREFORE PERSONS INTO WHOSE POSSESSION IT COMES SHOULD INFORM THEMSELVES ABOUT AND OBSERVE ANY SUCH RESTRICTIONS. ANY FAILURE TO COMPLY WITH THESE RESTRICTIONS MAY CONSTITUTE A VIOLATION OF THE SECURITIES LAWS OF ANY SUCH JURISDICTION.

Prospective investors in the Fund must only rely on their own examination of the legal, taxation, financial and other consequences of any investment in the Fund, including the risks involved. Prospective investors should not treat the contents of this Prospectus as advice relating to legal, taxation, or investment matters described herein and are advised to consult their own professional advisors. The AIFM will provide to each prospective investor the information provided for under article 21 of the AIFM Law, which is in addition to the information already contained herein, and any material changes relating to such information and in particular the information stating that the Depositary is a credit institution authorized under the European Directive 2006/48/EC as amended from time to time. This Prospectus does not purport to be all-inclusive or necessarily to contain all the information that an investor may desire in investigating the Fund or necessary to make an informed investment decision regarding the Offer.

Where Shares are subscribed by an investor in the EU who does not qualify as a Professional Investor, the General Partner, the Fund (or its agent) shall provide to this investor a key investor document in accordance with Commission Delegated Regulation (EU) 2017/653 of 8 March 2017 supplementing Regulation (EU) n°1286/2014 on key information document for packaged retail and insurance-based investment products (PRIIPs).

The Fund has taken reasonable care to ensure that the information stated in this Prospectus is true and accurate. Neither the Fund, the General Partner, the AIFM nor any member, partner, manager, employee, counsel, officer, director, representative, agent or affiliate of any of them, makes any express or implied representation or warranty as to the accuracy or completeness of the information contained in this Prospectus or made available in connection with any further investigation of the terms of the Offer. No person has been authorized to make any representation or to give any information other than the representations and information included in this document and, if made or given, any such other representations or information may not be relied upon as having been made or given by or on behalf of the Fund, the General Partner, the AIFM or any other person. Neither the delivery of this Prospectus nor the Offer shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Fund since the date of this Prospectus or that any information contained herein is correct at any time subsequent to the date hereof. In particular, prospective investors should note that the information contained in this Prospectus may be amended from time to time.

All questions regarding the Fund should be directed to the General Partner or to the AIFM.

By reading this Prospectus and other information supplied to prospective investors by the General Partner and the AIFM, the recipient agrees that neither it nor any of its members, partners, directors, employees or advisors shall use the information for any purpose other than for evaluating its proposed investment in the Fund.

The Shares have not been registered under the United States Securities Act of 1933, as amended, and may not be offered directly or indirectly in the United States of America (including its territories and possessions) to nationals or residents thereof or to persons normally resident therein, or to any partnership or persons connected thereto unless pursuant to any applicable statute, rule, or exemption available under United States law.

All applicable laws and regulations must be observed in any jurisdiction in which Shares may be offered or sold. No person may directly or indirectly offer, sell, reoffer, resell or transfer Shares or distribute this Prospectus or any related document, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge or belief, in compliance with all applicable laws and regulations.

ACTIONS MAY BE TAKEN TO PERMIT A PUBLIC OFFER OF THE SHARES IN ANY JURISDICTION IN COMPLIANCE WITH THE AIFM LAW. THE SHARES CAN BE DISTRIBUTED ON A PRIVATE PLACEMENT BASIS PROVIDED THAT APPLICABLE NATIONAL PRIVATE PLACEMENT RULES ARE COMPLIED WITH.

NOTWITHSTANDING ANY PROVISION IN THIS PROSPECTUS TO THE CONTRARY, NO RESTRICTIONS WILL APPLY TO ANY TRADE OR SALE OF SHARES BY A SHAREHOLDER WHICH IS MADE THROUGH THE LUXEMBOURG STOCK EXCHANGE MARKET OR THE EURO MTF MARKET OF THE LUXEMBOURG STOCK EXCHANGE OR ANY OTHER RELEVANT REGULATED MARKET ON WHICH THE SHARES ARE LISTED, AS APPLICABLE. PROSPECTIVE INVESTORS SHOULD HOWEVER BE AWARE THAT SHARES WHICH ARE TRANSFERRED TO, OR PURCHASED BY PERSONS WHO DO NOT FULFIL ANY ADDITIONAL ELIGIBILITY CRITERIA IN RESPECT OF THE INVESTOR SHARES (IF ANY) AS SET OUT IN THIS PROSPECTUS MAY, INTER ALIA, BE SUBJECT TO COMPULSORY REDEMPTION BY THE FUND IN ACCORDANCE WITH SECTION 4.2 OR 5.3 OF THIS PROSPECTUS.

There is no recognized market for interests in the Shares. It may therefore be difficult for Shareholders of the Fund to deal in their Shares or to obtain reliable information about the value of that interest as distinct from that of the underlying investments.

Generally, investment values can go down as well as up. Past performance is not indicative of future returns which may or may not be the same or similar as past performance (See section "Investment Risks").

Terms in capital letters and abbreviations used in this Prospectus have defined meanings, which are explained in a glossary at the end of this Prospectus. The financial amounts in this Prospectus are expressed in Euro unless otherwise stated.

This Prospectus should be read in conjunction with, and is subject to, the detailed terms of the Articles of Association of the Fund, which shall prevail in all cases.

The text of the Articles of Association, the Subscription Agreement in relation to the Offer and the last published annual report are available for inspection at the registered office of the Fund, the General Partner, the AIFM and the Depositary respectively. Such documents will be sent free of charge to any prospective investor upon request.

By reading this Prospectus, the recipient hereof agrees to be bound by this Prospectus, the Articles of Association and the Subscription Agreement (together, the "**Offering Documents**").

If you are in any doubt about the contents of this Prospectus or the suitability of an investment in the Shares, you should consult your stockbroker, solicitor, accountant or other professional advisor.

For more information or to obtain a copy of the Offering Documents, the Prospectus and the last published annual report, please contact:

HB Reavis Investment Management S.à r.l.

1b, rue Jean Piret
L-2350 Luxembourg

Crestbridge Management Company S.A.

1, Boulevard de la Foire
L-1528 Luxembourg

To obtain subscription, conversion and redemption forms please contact:

HB Reavis Investment Management S.à r.l.

1b, rue Jean Piret
L-2350 Luxembourg

To place orders for subscription, redemption, conversion and transfer of Shares on behalf of the Fund, please contact:

CF Fund Services S.A.

1b, rue Jean Piret

L-2350 Luxembourg

1 Overview of the Fund

1.1 Status and regulation

The following description of the Fund does not purport to be complete and is subject to and qualified by its Articles of Association, the 1915 Law, the AIFM Law and the 2010 Law. The Reference Currency is the Euro.

Unless otherwise indicated in the relevant Sub-Fund Information Sheets in Appendix 1, the Fund is neither a master-feeder nor a fund of fund. Likewise, unless otherwise indicated in the relevant Sub-Fund Information Sheets in Appendix 1, the Fund shall not be exposed to any securitization positions.

1.2 The Sub-Funds

The Fund is a multi-compartment structure consisting of several sub-funds (each a “**Sub-Fund**”), each one representing a specific portfolio of assets and liabilities. There is no cross liability between Sub-Funds. Although the Fund constitutes one sole legal entity, for the purpose of the relations between Shareholders each Sub-Fund will be deemed to be a separate entity. The rights of investors and creditors regarding a Sub-Fund or raised by the creation, operation or liquidation of a Sub-Fund are limited to the assets of that Sub-Fund, and the assets of a Sub-Fund will be answerable exclusively for the rights of investors relating to that Sub-Fund and for those of the creditors whose claims arose in relation to the creation, operation or liquidation of that Sub-Fund.

The Sub-Funds may be distinguished mainly by their Closings, Liquidation Date, their investment strategy, Investment Policy, Objectives, Sub-Fund Currency and any other characteristics that the General Partner may decide from time to time. The specifications of each Sub-Fund are described within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus. The General Partner may, in its discretion, at any time, decide to create additional Sub-Funds or to close an existing Sub-Fund and in such cases, this Prospectus will be updated accordingly.

The Fund retains the right to offer at its discretion certain Sub-Funds for purchase by specific prospective investors.

The General Partner may, subject to its discretion, apply for the Fund or respectively each Sub-Funds Investor Shares for listing and/or trading on any other stock exchange, regulated or alternative market.

Information on the availability and specific features of each Sub-Fund are described within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus.

1.3 Investment between Sub-Funds

Each Sub-Fund is entitled to subscribe, acquire and/or hold securities issued by one or several other Sub-Fund(s) of the Fund, without the Fund being subject to the requirements of the 1915 Law regarding the subscription, acquisition and/or holding by a company of its own shares, provided that the following conditions are fulfilled:

- the target Sub-Fund does not, in turn, invest in the Sub-Fund which is invested in this target Sub-Fund;
- no more than 10% of the assets of the target Sub-Fund may be invested in shares of other target Sub-Fund of the Fund;
- the voting rights, if any, which might be attached to the securities concerned will be suspended for as long as they are held by the relevant Sub-Fund and without prejudice to an appropriate treatment in accounting and in the periodical reports; and
- as long as these securities are held by the Fund, their value shall not be taken into account for the calculation of the net assets of the Fund for the control of the minimum threshold of net assets imposed by the 2010 Law.

1.4 Description of the Shares

The General Partner may, at its sole discretion, decide to issue, within each Sub-Fund, separate Classes of Shares, which may carry different rights and obligations, inter alia with regard to Distributions, their fee structure, their minimum initial subscription and holding amounts, their redemption rights or their target prospective investors. Information on the availability,

and specific features of the Classes of Shares within each Sub-Fund are described within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus. A Class of Shares is expressed in its Share Currency as set out within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus. The Fund retains the right to offer at its discretion only one (1) or more Classes of Shares for purchase by specific prospective investors.

The General Partner may also decide to create at any time additional Classes of Shares or to close an existing Class of Shares, and in such case the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus will be updated.

Shares of each Class of Shares will be issued with no par value only in registered form. All Shares issued by the Fund shall be registered in the Register of the Fund, which shall be kept by the Registrar and Transfer Agent. The registration of the Shareholder's name in the Register evidences the Shareholder's ownership of the Shares. Each Shareholder will receive written confirmation of its shareholding in the Fund. Fractions of Shares may be issued, up to three decimal places.

Conversion of a Class of Shares to another Class of Shares is possible pursuant to Section 6.3 of this Prospectus and provided that such conversion is non-discriminatory and all the Investor Shareholders shall be treated fairly and their interests shall be preserved.

Each whole Share or fraction of a Share is entitled to participate within the relevant Class of Shares, in the profits of and Distributions by, the relevant Sub-Fund and Fund and in its assets on liquidation or closure relating to the Sub-Fund or Class of Shares. In other respects, all Shares have the same rights and privileges, except as defined in the section "Fees and Costs" or as expressly specified for the relevant Class of Shares, as the case may be. Each whole Share is entitled to one (1) vote at all General Meetings and one (1) vote relating to matters concerning a particular Sub-Fund or Class of Shares. Fractions of Shares will not entitle the holder to vote. Shares are transferable subject to the prior written consent of the General Partner and in accordance with this Prospectus.

1.5 Transfer of shares

In compliance with the applicable Luxembourg laws and regulations, no restrictions will apply to any trade, sale or transfer of Shares (i.e., On-Exchange Transfer as specified in section 6 of this Prospectus) by a Shareholder which is made through the Luxembourg Stock Exchange, Euro MTF Market of the Luxembourg Stock Exchange or the relevant regulated market on which the Shares are listed (if applicable), being acknowledged that the Fund may, according to section 4.2 or 5.3 of this Prospectus, compulsorily redeem Shares under the terms and conditions as specified in the relevant sections of this Prospectus.

1.6 The Capital of the Fund

The Fund is established with a subscribed capital of one million two hundred fifty thousand Euro (EUR 1,250,000.00) divided into:

- a) One (1) Management Share (share of Unlimited Shareholder, the Management Shareholder) without nominal value and fully paid up;
- b) One million two hundred forty-nine thousand nine hundred ninety-nine (1,249,999) investor redeemable shares without nominal value and fully paid up.

The share capital of the Fund may be increased or reduced by a resolution of the general meeting of shareholders of the Fund adopted in the manner required for amendments of the Articles of Association.

An authorized share capital of the Fund is set at five hundred million Euros (EUR 500,000,000), represented by up to five hundred million (500,000,000) investor redeemable shares (shares of Limited Shareholders) without nominal value.

This authorization is valid during a period ending five (5) years after the date of publication of the Articles of Association of the Fund in the Luxembourg official gazette (*Recueil des Sociétés et Associations - RESA*) and it may be amended or renewed by a resolution of the general meeting of shareholder(s) in accordance with the quorum and majority rules set by Articles of

Association of the Fund or, as the case may be, the 1915 Law.

If the capital of the Fund becomes less than two-thirds of the legal minimum, the General Partner must submit the question of the dissolution of the Fund to the General Meeting. The meeting is held without a quorum, and decisions are taken by simple majority. If the capital becomes less than one quarter of the legal minimum, a decision regarding the dissolution of the Fund may be taken by Shareholders representing one quarter of the Shares present. Each such meeting must be convened not later than forty (40) days from the day on which it appears that the capital has fallen below two-thirds or one quarter of the minimum capital, as the case may be.

2 Investment Objectives and Restrictions

2.1 General investment objectives

The objective of the Fund is to offer the Investor the ability to invest in real estate assets by spreading the investment risks and to ensure for the Shareholders the benefit of the results of the management of its real estate assets.

The Fund and the AIFM will seek to achieve the objectives of each Sub-Fund as described within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus.

Each Sub-Fund will invest in a diversified portfolio of real estate assets in accordance with the objectives of the Sub-Fund as set out within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus and subject to the investment restrictions described in the following section "Investment Restrictions".

2.2 Investment restrictions

The Fund will be subject to the following investment restrictions.

In accordance with the provisions of CSSF circular IML 91/75 dated 21 January 1991, as amended, the Fund may not invest more than 20 % of its net asset value in a single real estate investment. This 20% diversification requirement shall be fulfilled at the level of each Sub-Fund.

This 20 % rule does not apply during a start-up phase of 4 years after the date of registration of the Fund on the official CSSF list.

The Fund shall be allowed to make investments via subsidiaries such as special purpose vehicles ("SPVs") which are directly or indirectly fully owned by the Fund and whose directors are appointed by the Fund and/or make joint venture investments via special purpose entities not fully owned by the Fund. For the avoidance of doubt, the same applies to each respective Sub-Fund of the Fund.

3 The Offer

The Fund will implement specific subscription mechanisms per Sub-Fund, respectively (i) Commitments and Draw Downs, or (ii) direct subscriptions, as specified within the relevant Sub-Fund Information Sheet in Appendix 1.

3.1 Commitments and Draw Downs

3.1.1. Investor Shareholders' Commitments

Investors (existing and prospective) of the concerned Sub-Fund(s) invest in the Fund by making Commitments on the relevant Closing Date and upon request of the General Partner on subsequent Closing Dates until the Final Closing Date specified within the relevant Sub-Fund Information Sheet in Appendix 1.

Commitments are drawn down by the General Partner as required to invest and/or to pay expenses of the Fund, including but not limited to the General Partner Fees.

Commitments can be drawn down at the discretion of the General Partner as indicated for each Sub-Fund within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus.

The minimum Commitment to the Fund is indicated within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus. However, the General Partner has the power to accept smaller initial or subsequent Commitments in its sole discretion.

3.1.2. Subscription Agreement and issuance of Investor Shares

Each prospective investor will be required to enter into a Subscription Agreement with the Fund, pursuant to which such investor, to become an Investor Shareholder, will invest in the Fund by making a Commitment to the Fund and commit to immediately pay the Initial Capital Contribution. Each investor shall pay the amount of its Initial Capital Contribution, the amount

of which is equal to percentage of its Commitment specified by the General Partner or indicated within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus, into a bank account of the Fund with the Depository upon signing its Subscription Agreement. Payment of such Initial Capital Contribution shall be a condition precedent to admission as an Investor Shareholder and the issue of Shares as indicated within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus. Once the Investor's Subscription Agreement has been duly executed and its investment order has been accepted by the General Partner and acknowledged by the Central Administrator in its function as registrar and transfer agent on behalf of the Fund and following the notarial deed as applicable, fully paid up Shares will be issued to it, in the amount of the Initial Capital Contribution.

The payment of the Initial Capital Contribution may be made in kind subject to the prior approval of the General Partner. Any payment in kind shall be subject to the confirmation by an auditor's special report of the valuation of the contribution in kind, the costs of which shall be borne by the relevant Shareholder.

3.1.3. Additional Draw Downs

Within the limit of the existing Commitment, the General Partner may request Additional Draw Downs as soon as, and to the extent that, the Fund, in the opinion of the General Partner, needs financing in order to make investments in the concerned Sub-Fund or to meet other commitments or obligations of the Fund, including without limitation payment of Management Fees or other Fund expenses. The General Partner may not request Additional Draw Downs for an amount exceeding in aggregate the Investor Shareholders' Commitment.

Additional Draw Downs will be in the form of calls by the General Partner for Commitments made pursuant to the Subscription Agreement but unpaid and will be made on not less than fifteen (15) Business Days' prior notice.

The Additional Draw Down Notice in respect of each Additional Draw Down will specify the purpose of such Draw Down, including a description of any investment proposed to be made (subject to the right of the General Partner to withhold such information as it deems confidential), the amount required to be contributed, the form of the Commitment as well as

any other relevant information related to such Additional Draw Down.

The payment of any Additional Draw Down may be made in kind subject to the prior approval of the General Partner. Any payment in kind shall be subject to the confirmation by an auditor's special report of the valuation of the contribution in kind, the costs of which shall be borne by the relevant Shareholder.

If not otherwise provided by the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus, after the end of the Investment Period as set forth in the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus, the part of the Commitment not drawn down may only be drawn down as follows:

- a) For the purpose of paying the fees and costs of the Fund, including any General Partner Fee;
- b) For the purpose of completing any investments or financing commitments entered into by the Fund before the expiry of the Investment Period; and
- c) To cover any indemnity obligations of the General Partner and/ or the Fund as described in section 7 "Distribution Policy" of this Prospectus.

3.1.4. New Investor Shareholders

If not provided otherwise in the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus, any Investor Shareholder admitted to an open-ended Sub-Fund, shall only subscribe at the Net Asset Value calculated on the date of the respective subsequent Closing Date. Any investor admitted to a closed-end Sub-Fund shall be required to pay on its Admission Date an amount equal to the sum of (i) the amount of any Initial Capital Contribution and Additional Draw Down(s), required from existing Investor Shareholders prior to its Admission Date and commensurate to its Commitment (hereinafter the Initial Capital Contribution and Additional Draw Down Proportion); and (ii) may be additionally required to pay a late entry charge based on the three (3) month Euribor calculated *pro rata temporis* on the sum of its Initial Capital Contribution and its Additional Draw Down Proportion.

3.1.5. Defaulting Shareholders

If any Investor Shareholder that agreed to pay Commitments under a Subscription Agreement fails to pay ("**a Defaulting Shareholder**") to the Fund any amount required to be paid under an Additional Draw Down Notice on or before the date of expiry of such notice, the General Partner may issue a default notice ("**Default Notice**") and may charge Interest Compensation in favour of the Fund, automatically and without it being necessary to proceed with any formality, without prejudice to any action which the Fund may bring against the Defaulting Shareholder.

3.2 Direct Subscription

The General Partner may issue, within the concerned Sub-Fund(s) an unlimited number of Investor Shares. The General Partner may impose restrictions on the frequency at which Investor Shares shall be issued in any Class.

3.2.1. Subscription procedure

All applications for subscriptions shall be sent by email or facsimile to the Registrar and Transfer Agent with the original signed documentation to follow in a timely manner by mail.

Applicants who fail to follow this procedure and simply submit requests by mail only, will miss the relevant Subscription Day.

3.2.2. Subscription Day

Unless otherwise specified in the relevant Sub-Fund Information Sheet in Appendix 1, applications for subscription may be made on or prior to any day that is a Valuation Day or on such other days as the General Partner may from time to time determine, before the relevant Cut-Off time specified in the relevant Sub-Fund Information Sheet. The General Partner may discontinue the issue of new Investor Shares in any Sub-Fund or Class at any time in its sole

discretion.

The General Partner may set and waive, at its discretion, a minimum subscription amount (if existing), to be disclosed in the relevant Sub-Fund Information Sheet in Appendix 1.

3.2.3. Contributions in kind

Unless provided otherwise in the relevant Sub-Fund Information Sheet in Appendix 1, the General Partner may agree to issue Investor Shares in consideration for a contribution in kind of assets, provided that such assets comply with the investment objectives, policies and restrictions of the relevant Sub-Fund and in accordance with the conditions set forth by Luxembourg law, in particular the obligation to deliver a report from an independent auditor (*réviseur d'entreprises agréé*) which shall be available for inspection. Unless provided otherwise in the relevant Sub-Fund Information Sheet in Appendix 1, any costs incurred in connection with a contribution in kind of assets shall be borne by the relevant Investor.

3.2.4. Subscription Price

Unless provided otherwise in the relevant Sub-Fund Information Sheet in Appendix 1, the Subscription Price per Investor Share of each Class is the Net Asset Value per Investor Share of such Class determined as at the Subscription Day on which the application has been accepted, increased by any applicable subscription charge.

3.2.5. Payment of Subscription Price

The full Subscription Price of the Investor Shares subscribed shall be received in immediately available funds by the Paying Agent or its agent in the Share Currency concerned no later than the date specified in the relevant Sub-Fund Information Sheet or in the relevant subscription form. Unless otherwise specified in the relevant Sub-Fund Information Sheet, no interest will be paid on payments received prior to the Subscription Day.

3.2.6. Acceptance of subscription

The General Partner reserves the right to accept or refuse upon its sole discretion any application

to subscribe Investor Shares in whole or in part.

3.2.7. Suspension of subscription

The General Partner will suspend the issue of Investor Shares of any Sub-Fund whenever the determination of the Net Asset Value of such Sub-Fund or Class is suspended.

3.2.8. Irrevocability of subscription requests

Any request for subscriptions shall be irrevocable and may not be withdrawn by any Investor Shareholder in any circumstance, except in the event of a suspension of the determination of the Net Asset Value of the relevant Sub-Fund or Class. In the event of a suspension, the Fund will process the subscription requests on the first applicable Subscription Day following the end of the period of suspension.

3.2.9. Luxembourg anti-money laundering regulations

In accordance with Section 8 of this Prospectus, the Registrar and Transfer Agent may require Investors to provide proof of identity. In any case, the Registrar and Transfer Agent may require, at any time, additional documentation to comply with applicable legal and regulatory requirements.

Such information shall be collected for compliance reasons only and shall not be disclosed to unauthorized persons.

In case of delay or failure by an Investor Shareholder to provide the documents required, the application for subscription may not be accepted. Neither the Fund nor the Registrar and Transfer Agent have any liability for delays or failure to process deals as a result of the Investor Shareholder providing no or only incomplete documentation.

Investors, pursuant to the Registrar and Transfer Agent's risks based approach, may be requested to provide additional or updated identification documents from time to time pursuant to ongoing client due diligence requirements under relevant laws and regulations.

3.2.10. Confirmation of subscription

Written confirmation of completed subscriptions (indicating the total number of full and fractional Investor Shares issued to the subscriber as of the applicable Subscription Day) will be sent to the subscriber at the address provided in the application as soon as reasonably practicable and normally within five (5) Business Days of the date on which the relevant Net Asset Value was made available.

3.3 Data protection considerations

All personal data of Shareholders contained in any document provided by such Shareholders and any further personal data collected in the course of the relationship with the Fund may be collected, recorded, stored, adapted, transferred or otherwise processed and used (“processed”) by the General Partner, the Fund, the AIFM, and/or the Depositary in Luxembourg or abroad. Such data shall be processed for the purposes of account administration, anti-money laundering identification and the development of the business relationship. To this end, data may be transferred to companies appointed by the General Partner, the Fund, the AIFM, and/or the Depositary, to support the Fund’s activities.

Each investor, by signing the subscription agreement, gives its agreement to such processing of his personal data, as provided by the Luxembourg law of 2 August 2002, as amended, relating to the protection of the persons towards the treatment of personal data.

3.4 Legal regulation of the Fund-Investor relationship

The legal relationships between the Shareholders and the Fund are governed and construed in all respects in accordance with the laws of Luxembourg and are subject to the jurisdiction of the Luxembourg courts. The recognition and enforcement of judgements in Luxembourg is subject to the EU Council Regulation No. EC/44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (“Brussels I Regulation”), whereas the Regulation (EC) 593/2008 (“Rome I Regulation”) sets out the rules for determining the law applicable to contractual obligations and applies to all EU Member States (other than Denmark).

3.5 Protection against Late Trading and Market Timing

The Fund does not allow any practices associated to market timing as defined in the CSSF Circular 04/146 dated June 17, 2004 concerning the protection of undertakings for collective investment and their investors against Late Trading and Market Timing practices, as amended from time to time.

Late trading is to be understood as the acceptance of a subscription, conversion or redemption order after the time limit fixed for accepting orders (“cut-off time”) on the relevant day and the execution of such order at the price base on the Net Asset Value applicable to such same day.

The Fund considers that the practice of late trading is not acceptable as it violates the provisions of the Prospectus which provide that an order received after the cut-off time is dealt with at a price based on the next applicable Net Asset Value. As a result, subscriptions, conversions and redemptions of Shares shall be dealt with at an unknown Net Asset Value.

Market timing is to be understood as an arbitrage method through which an investor systematically subscribes and redeems or converts units or shares of the same undertaking for collective investment within a short time period, by taking advantage of time differences and/or imperfections or deficiencies in the method of determination of the net asset value of the undertaking for collective investment.

The Fund considers that the practice of market timing is not acceptable and formally prohibited as it may affect the Fund's performance through an increase of the costs and/or entail a dilution of the profit. As a result, the Fund reserves the right to refuse any application for subscription or conversion of Shares which might be related to market timing practices and to take any appropriate measures in order to protect investors against such practice.

4 Redemption of shares

4.1 Redemption rights of Investor Shareholders

The Fund is an open-ended collective investment scheme with fixed capital. Shareholders should however check any limitations or restrictions or lock-up that may apply to their right to redeem their Investor Shares as set out in the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus.

Unless otherwise specified in each relevant Sub-Fund Information Sheet, Shareholders may in principle not request the redemption of their Shares before the end of a Lock-up Period specified in each relevant Sub-Fund(s) Information Sheet. Such Lock-up Period shall in principle not apply to the Existing Shareholders for the redemption of their Existing Shares.

4.2 Redemptions of Shares at the initiative of the General Partner

Shares may be redeemed at the initiative of the General Partner in accordance with, and in the circumstances set out in the Articles of Association.

The General Partner may in particular decide to compulsorily redeem Shares wholly or in part in the following circumstances:

- a) In the event that an Investor Shareholder is declared bankrupt, enters into an arrangement for the benefit of its creditors or goes into liquidation;
- b) In case of liquidation or merger of Sub-Funds or Classes of Shares;
- c) In order to distribute the proceeds of realization of investments;
- d) In the event that Shares are held by an Investor Shareholder that is not a respective affiliate of the General Partner who fails to make, within a specified period of time determined by the General Partner, any required contributions or certain other payments to the relevant Sub-Fund (including the payment of any interest amount due in case of

default), in accordance with the terms of the Subscription Agreement and the Articles of Association; and

- e) In all other circumstances as the General Partner may deem appropriate in accordance with the terms and conditions set out in the Subscription Agreement or the Articles of Association.

Redemption prices shall be calculated according to the principles laid down in this Prospectus.

Except in the cases b) and c) above, the General Partner may impose such penalty as it deems fair and appropriate. The payment of the redemption price shall be made in cash or consideration in kind at the discretion of the General Partner. The allotment of Fund's assets in respect of a redemption for consideration in kind shall be fair and not detrimental to the interests of the other Shareholders of the Fund. Any redemption for consideration in kind shall be subject to the confirmation by an auditor's special report of the valuation of the Fund and of the Fund's assets to be allocated, the costs of which shall be borne by the Fund.

All redeemed shares or fractions thereof shall be automatically cancelled.

5 Ownership restrictions

5.1 Restrictions on transfer and conversion of Shares

Each Investor Shareholder agrees that it will not pledge or grant a security interest in any of its Shares without the prior consent of the General Partner, unless pledged or granted to a credit institution as defined by the respective shareholders' country legislation.

Unless otherwise provided for within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus, Shares of a Sub-Fund may not be converted for Shares in another Sub-Fund at the request of the Investor Shareholders.

5.2 Restricted Persons

The General Partner acting on behalf of the Fund may determine and restrict or prevent the ownership of Shares by any individual or legal entity and qualify the same as restricted person (the "**Restricted Person**") if:

- a) in the opinion of the General Partner such holding may be detrimental to the Fund; and/or
- b) it may result (either individually or in conjunction with other Shareholders in the same circumstances) in:
 - (i) the Fund or a Sub-Fund incurring any liability for any taxation whenever created or imposed and whether in Luxembourg, or elsewhere or suffering pecuniary disadvantages which the same might not otherwise incur or suffer; and/or
 - (ii) the Fund or a Sub-Fund being required to register its Shares under the law of any jurisdiction other than Luxembourg; and/or
- c) it may result in a breach of Luxembourg or any other laws or regulations (including anti-

money laundering and terrorism financing laws and regulations) applicable to the relevant individual or legal entity itself, the Fund or any Sub-Fund.

5.3 Specific mechanisms to restrict or prevent the ownership of Shares by Restricted Persons

a) For the purpose of restriction or prevention of ownership of Shares by Restricted Persons, the General Partner may:

(i) at any time require any person whose name is entered in the Register or who seeks to register a Transfer of Shares (whether an On-Exchange Transfer or Off-Exchange Transfer as defined in section 6 “Transfer and conversion of Shares”) in the Register to furnish the Fund with any information, supported by affidavit, which it may consider necessary for the purpose of determining whether or not beneficial ownership of such Shareholders Shares rests with a Restricted Person, or whether such registration will result in beneficial ownership of such shares by a Restricted Person; and/or

(ii) decline to issue any Shares; and/or

(iii) decline to register any Off-Exchange Transfer of Shares, where such registration or Transfer of Shares would result in legal or beneficial ownership of such Shares by a Restricted Person (provided that the General Partner on behalf of the Fund will not decline to register any On-Exchange Transfer of Shares as defined in section 6 “Transfer and conversion of Shares”).

b) If it appears that a Shareholder of the Fund is a Restricted Person, the General Partner on behalf of the Fund, in its absolute discretion, shall be entitled to:

(i) require at any time any person whose name is entered in the Register or who seeks to register a Transfer of Shares (whether an On-Exchange Transfer or Off-Exchange Transfer as defined in section 6 “Transfer and conversion of Shares”) in the Register to furnish the Fund with any information, supported by affidavit, which it may

consider necessary for the purpose of determining whether or not beneficial ownership of such Shareholder's Shares rests with a Restricted Person, or whether such registration will result in beneficial ownership of such shares by a Restricted Person; and/or

- (ii) retain all dividends paid or other sums distributed with regard to the Shares held by the Restricted Person; and/or

- (iii) instruct the Restricted Person to sell his/her/its Shares and to demonstrate to the Fund that this sale was made within thirty (30) days of the sending of the relevant notice, subject each time to the applicable restrictions on Transfer of Shares as set out in section 6 "Transfer and conversion of Shares"; and/or

- (iv) compulsory redeem all Shares held by the Restricted Person at a price based on the latest calculated Net Asset Value, less a penalty fee equal to, in the absolute discretion of the General Partner, either (i) 20% of the Net Asset Value of the relevant Shares or (ii) the costs incurred by the Fund as a result of the holding of Shares by the Restricted Person (including all costs linked to the compulsory redemption).

6 Transfer and conversion of Shares

Any Investor Shareholders may only assign, transfer, or otherwise dispose of, grant a participation in, pledge, hypothecate or otherwise encumber its Shares (each such transaction, an “**Off-Exchange Transfer**”) subject to the provisions of the Articles of Association of the Fund, the terms of this section 6 and each Sub-fund Information Sheet of the Prospectus. Off-Exchange Transfers exclude any trade or sale of only fully paid up Shares by a Shareholder which is made through a regulated market or multilateral trading facility (an “**On-Exchange Transfer**”).

6.1 Off-Exchange Transfer of Shares

Off-Exchange Transfer of Shares other than Management Shares to the existing Investor Shareholders or to any third party shall require the prior written approval of the General Partner and the General Partner may in its discretion and without indicating any reason decline to approve or register such transfer. In the case where the Off-Exchange Transfer of Shares is approved, the General Partner may in its discretion decide to exercise a pre-emptive right and may procure that itself or some person or entity nominated or designated by it shall acquire the off-exchange-transferred Shares on the terms agreed between the parties or may cause the Fund to redeem such Shares.

The Investor Shareholder wishing to transfer its Shares in the Fund will be responsible for all costs associated with any attempted or realized Off-Exchange-Transfer of Shares.

Off-Exchange Transfer of Shares may also be organized through one or several General Partner’s affiliates.

No Off-Exchange-Transfer of all or any part of any Shareholder’s Shares in any Sub-Fund, whether direct or indirect, voluntary or involuntary (including, without limitation, to an affiliate or by operation of law), shall be valid or effective if:

- a) the Off-Exchange Transfer of Shares would result in a violation of any law or regulation of Luxembourg or any other jurisdiction or effect the Fund or any Sub-Fund to any other

adverse tax, legal or regulatory consequences as determined by the Fund or result in a violation of any term or condition of the Articles of Association of the Fund or of this Prospectus; and/or

- b) the Off-Exchange Transfer of Shares would result in the Fund being required to register as an investment company under the United States Investment Company Act of 1940, as amended; and/or
- c) it shall be a condition of any Off-Exchange Transfer of Shares (whether permitted or required) that the:
 - (i) transferee represents in a form acceptable to the Fund that the proposed Transfer of Shares itself does not violate any laws or regulations (including, without limitations, any securities laws) applicable to it; and/or the
 - (ii) transferee is not a Restricted Person as defined in the section 5.2 of this Prospectus.

Additional restrictions on Off-Exchange Transfer of Shares may be set out within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus. However, no Off-Exchange Transfer of all or any part of any Shareholder's Shares in the relevant Sub-Fund, whether direct or indirect, voluntary or involuntary (including, without limitations, to an affiliate or by operation of law), shall be valid or effective if any of the above additional restrictions on Off-Exchange Transfer of Shares is not complied with.

6.2 On-Exchange Transfer of Shares

No restrictions will apply to any On-Exchange Transfer of Shares nor will the On-Exchange Transfer of Shares be cancelled, notwithstanding that Shares which are transferred to, or purchased by, persons who do not fulfill the eligibility criteria in respect of the relevant Class of Shares of any Sub-Fund as set out in the Prospectus or in the relevant Sub-Fund Information Sheet or who qualify as Restricted Persons may, inter alia, be subject to compulsory redemption by the Fund pursuant to section 4.2 or 5.3 of this Prospectus.

6.3 Conversion of Shares

Investor Shareholders are authorized to convert Shares from one Sub-Fund into another Sub-Fund or from one Class into another Class within the same Sub-Fund in compliance with the mechanism set forth below and only to the extent it is expressly contemplated in the relevant Sub-Fund(s) Appendix.

The conversion shall be non-discriminatory and all the Investor Shareholders shall be treated fairly and their interests shall be preserved.

6.3.1. Conversion procedure

A conversion operates by way of redemption of Shares in the existing Class and the issue of Shares in the new Class within the same Sub-Fund. Requests for conversion will be processed in accordance with the same Valuation Day and procedure applicable to the redemption and subscription for Shares as specified in the relevant Sub-Fund Information Sheet.

No conversion of Shares into Shares of another existing Class within the same or a different Sub-Fund may be made at any time when issues and redemptions of Shares in either or both of the relevant Classes are suspended. A conversion of Shares may give rise to a tax liability. For additional information on conversion, Investors should contact their own counsel.

6.3.2. Irrevocability of conversion requests

Any request for conversion shall be irrevocable and may not be withdrawn by any Investor Shareholder in any circumstances, except in the event of a suspension of the determination of the Net Asset Value of the relevant Sub-Fund or Class. In the event of a suspension, the Fund will process the conversion requests on the first applicable Valuation Day following the end of the period of suspension.

6.3.3. Conditions

Acceptance of any application for conversion is contingent upon the satisfaction of any conditions (including any minimum subscription and prior notice periods) applicable to the Class into which the conversion is to be processed. If as a result of a conversion, the value of a Shareholder's holding in the new Class would be less than any minimum holding amount specified in the relevant Appendix, as applicable, the General Partner may decide to refuse the conversion request. If as a result of a conversion, the value of a Shareholder's holding in the original Class would become less than the minimum subscription amount specified in the relevant Appendix, as applicable, the General Partner may decide that such Shareholder shall be deemed to have requested the conversion of all of his Shares in the original Class.

6.3.4. Conversion value

The number of full and fractional Shares issued upon conversion is determined on the basis of the Net Asset Value per Share of each Class concerned on the common Valuation Day on which the conversion request is carried out. If there is no common Valuation Day for any two Classes, the conversion is made on the basis of the Net Asset Value calculated on the next following Valuation Day of the Class of Shares to be converted and on the following Valuation Day of the Class into which conversion is requested, or on such other days as the General Partner may reasonably determine. In the meantime the Shares will not be invested.

6.3.5. Conversion fee

A conversion fee (the "**Conversion Fee**") of the Net Asset Value of the Shares to be converted may be charged at the discretion of the General Partner, as set out in the relevant Sub-Fund Information Sheet.

7 Distribution Policy

The General Partner will distribute available cash or liquid assets (net of all fees, costs and other expenses) arising from the receipt of income from the investments or proceeds from the disposal of investments in accordance with the Distribution policy of each Sub-Fund detailed in the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus.

Distributions will be made in cash. Subject to the approval of the Investor Shareholders, Distributions may also be made in kind. Distributions in kind may include all type of listed and non-listed securities as well as other assets of the relevant Sub-Fund, the value of which is determined by the General Partner, supported by a valuation report from the Auditor. Subject to the approval of the Investor Shareholders, payments in kind shall be determined on an equitable basis amongst the Investor Shareholders.

Distributions in cash may be made in the form of dividends, amortization of Shares or reimbursement of Shares at the discretion of the General Partner.

No Distribution may be made if after the declaration of such Distribution, the Net Asset Value would fall below EUR 1,250,000 (one million two hundred fifty thousand Euro).

Five per cent (5%) of the annual net profits of the Fund shall be allocated to the reserve required by Luxembourg law. This allocation shall cease to be required as soon and so long as such reserve equals or exceeds ten per cent (10%) of the issued capital of the Fund as stated in the Articles of Association, as such capital is increased or reduced from time to time.

Subject to the provisions of Luxembourg law, the General Partner may decide from time to time to pay interim dividends under the conditions set forth in the 1915 Law.

To protect the General Partner and/or the Fund against future claims, should the General Partner and/or the Fund become the subject of a lawsuit, or to satisfy the Fund's obligations on disposition of investments, Investor Shareholders of a particular Sub-Fund may be (a) required to indemnify the General Partner in relation to the same in respect of such Sub-Fund or (b) subject to a recall of Distributions. Any such indemnity or recall of Distributions shall be limited

to the amount of Distributions received until the Liquidation Date of the relevant Sub-Fund as set forth in the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus.

8 Money Laundering Prevention

The Fund, the Administrator and their agents will comply with Luxembourg law aimed at preventing the misuse of the financial system for the purpose of money laundering and terrorist financing including but not limited to, the law of 12 November 2004 as amended, the relevant CSSF circulars and the CSSF Regulation n° 12-02 of 14 December 2012 on the fight against money laundering and terrorist financing, as may be amended from time to time.

Subscribers must provide adequate proof of identity to the Registrar and Transfer Agent or its agents (as the case may be) and meet such other requirements as the Fund may deem necessary. The Registrar and Transfer Agent is also required to verify the source of the money invested or transmitted by subscribers or their agents as may be required under Luxembourg law.

In order for the Subscription Agreement to be considered valid and acceptable by the Registrar and Transfer Agent, the subscriber must provide the Registrar and Transfer Agent or its agents with such documentation the Fund deems necessary in its discretion, including amongst others, the Subscription Agreement, a copy of its corporate documents (e.g. the articles of association, the annual reports, excerpts of the trade register, etc.), proof of source of funds and copies of the identity documents of the economic beneficiaries (i.e. passport or identity card).

These documents must, unless otherwise specified by the Fund in writing, be certified by a public authority (e.g., a notary, commissioner of oaths, solicitor, the police or an ambassador) of the country of residence.

These obligations are mandatory except if dispensed with by the Fund on grounds that:

- a) the application is placed through a professional of the financial sector that is resident in a country that imposes an identification obligation equivalent to that required under Luxembourg law for the prevention of money laundering; or

- b) the application is placed through a professional of the financial sector whose parent is subject to an identification obligation equivalent to that required by Luxembourg law and where the law applicable to the parent or a statutory or professional obligation pursuant to a group policy, imposes an equivalent obligation on its subsidiaries or branches.

9 Net Asset Value

The Net Asset Value of each Sub-Fund of the Fund shall be determined in accordance with the provisions of the AIFM Law and the 2010 Law by the Central Administrator and Listing Agent under the supervision of the AIFM on each Annual Valuation Date as indicated within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus as provided for by article 17 (3) of the AIFM Law. If the Annual Valuation Day falls on a day which is not a full Business Day in Luxembourg, the Regular Valuation Day will be the next full Business Day in Luxembourg.

In addition to the Net Asset Value calculation as indicated within the relevant Sub-Fund Information Sheet in Appendix 1 on the Regular Valuation Day, the Net Asset Value may be determined on any specific date upon request of the AIFM or General Partner e.g. for subscription and redemption purposes.

The Net Asset Value of each Sub-Fund of the Fund will be expressed in the Sub-Fund Currency as indicated within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus and shall be determined by the Central Administration on the basis of the net assets of the Sub-Fund as accounted for under International Financial Reporting Standards (“IFRS”).

The net assets of each Sub-Fund of the Fund as accounted for under IFRS correspond to the difference between the assets of each Sub-Fund of the Fund and its liabilities. The Net Asset Value per share is calculated by dividing the Net Asset Value per the number of Shares of the Sub-Fund. The Net Asset Value per share may be rounded up or down to the nearest 0.01 Euro.

9.1 Determination of assets and liabilities

The assets and liabilities of each Sub-Fund of the Fund for these purposes shall be determined in the following manner:

The assets of each Sub-Fund of the Fund shall be deemed to include:

- a) the real estate investments owned by the Fund on account of such Sub-Fund;
- b) the liquidities owned by the Fund on account of such Sub-Fund;
- c) all cash in hand or on deposit, including any interest accrued thereon, owned by the Fund on account of such Sub-Fund;
- d) all bills and demand notes payable and accounts receivable (including proceeds of properties, property rights, securities or any other assets sold but not delivered) owned by the Fund on account of such Sub-Fund;
- e) all bonds, time notes, certificates of deposit, shares, stocks, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the Fund on account of such Sub-Fund (provided that the Fund may make adjustments in a manner not inconsistent with (vi) below with regard to fluctuations in the market value of securities caused by trading ex- dividends, ex-rights or by similar practices);
- f) all stock dividends, cash dividends and cash payments receivable by the Fund to the extent information thereon is reasonably available to the Fund or on account of such Sub-Fund;
- g) all rentals accrued on any real estate investment or interest accrued on any interest bearing assets owned by each Sub-Fund of the Fund except to the extent that the same is included or reflected in the value attributed to the Fund or on account of such Sub-Fund;
- h) the formation expenses of each Sub-Fund of the Fund, including the cost of issuing and distributing shares of each Sub-Fund of the Fund or on account of such Sub-Fund, insofar as the same have not been written off; and
- i) all other assets of any kind and nature including expenses paid in advance.

9.2 Valuation of assets

The value of such assets shall be determined as follows:

- a) Real estate investments registered in the name of the Fund or on the account of such Sub-Fund or a subsidiary of the Fund (or registered on account of a respective Sub-Fund) will be valued at least semi-annually by one (1) or more independent valuer(s) ("**Independent Valuer(s)**") as described under section 10 below. The Central Administrator and Listing Agent and each Sub-Fund is entitled to rely, without further inquiry, on the valuations provided by the Independent Valuer(s) and, for the avoidance of doubt, the Central Administrator and Listing Agent will be under no obligation to value the real estate investments in calculating the Net Asset Value.
- b) The securities of real estate companies which are listed on a stock exchange or dealt in on another regulated market in the sense of Directive 2004/39/EC on markets in financial instruments, as amended ("**Regulated Market**") will be valued on the basis of the last available publicized stock exchange or market value.
- c) Subject as specified below, the securities of real estate investments 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 realization value (excluding any deferred taxation) estimated with prudence and in good faith by the AIFM using, as far as is reasonably practicable, the value of real estate assets as determined in accordance with paragraph (a) above by Independent Valuer.
- 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.
- 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 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 on account of such Sub-Fund with a remaining maturity of ninety (90) days or less will be valued by the amortized cost method, which approximates market value.

For the purpose of determining the value of each Sub-Fund's investments, the Central Administrator and Listing Agent shall rely upon valuation provided by the AIFM which may rely on information received from various pricing sources (including brokers, specialist(s), duly authorized to that effect by the AIFM, an independent real estate valuer duly licensed and appointed by the General Partner). In circumstances where one (1) or more pricing sources fail to provide valuations for an important part of the assets, the Central Administrator and Listing Agent is authorized to delay the calculation of the Net Asset Value prior to the approval of the AIFM and in accordance with the AIFM's instructions. The AIFM may then decide to suspend the Net Asset Value calculation, in accordance with the procedures set out in this Prospectus.

If need be, the updated guidelines and principles for valuation of portfolio companies set out by the International Private Equity and Venture Capital Valuation Guidelines as amended, replaced or substituted, can be taken into account in the valuation process, where applicable. As regards assets that are not readily marketable, the AIFM may, subject to its aforesaid discretion, hire a third party to appraise such assets.

The AIFM may permit some other method of valuation to be used, if it considers that such valuation better reflects the fair value of any asset of the Fund on account of such Sub-Fund. Such method must be justified and duly notified to the Investor Shareholder.

9.3 Valuation of liabilities

The liabilities of each Sub-Fund of the Fund shall be deemed to include:

- a) all loans and other indebtedness for borrowed money (including, without limitation, convertible debt, bills and accounts payable); including the debts and liabilities at the SPV- or holding companies;
- b) all accrued interest on such loans and other indebtedness for borrowed money (including, without limitation, accrued fees for commitment for such loans and other indebtedness);
- c) all accrued or payable expenses (including, without limitation, administrative expenses, advisory fees, fees payable to the General Partner, the AIFM, the Depositary and property manager or any other agents' fees);
- d) all known liabilities, present and future, including, without limitation, all matured contractual obligations for payments of money or property, including the amount of any unpaid Distributions declared by the Fund on account of such 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 Valuation Day, as determined from time to time by the General Partner; and
- f) all other liabilities of the Fund on account of such Sub-Fund of whatsoever kind and nature reflected in accordance with Luxembourg law and the applicable accounting principles. In determining the amount of such liabilities the Fund on account of such Sub-Fund shall take into account all expenses payable by the Fund on account of such Sub-Fund. The Fund on account of such Sub-Fund may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount rateable for yearly or other periods.

Payment for shares must in any case be received prior to the publication of the subsequent Net Asset Value.

9.4 Net Asset Value calculation

For the purpose of the Net Asset Value calculation:

- a) Shares in respect of which subscription has been accepted but payment has not yet been received shall not be deemed to be existing;
- b) Shares of the Fund on account of each Sub-Fund to be redeemed shall be treated as existing and until paid, the price therefore shall be deemed to be a liability of the Fund;
- c) All investments, cash balances and other assets of the Fund on account of each Sub-Fund not expressed in 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; and
- d) effect shall be given on any Valuation Day to any purchases or sales of securities contracted for by the Fund on account of each Sub-Fund on such Valuation Day, to the extent practicable.

9.5 Suspension of the Net Asset Value calculation

The AIFM may temporarily suspend the calculation of the Net Asset Value 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 AIFM, or the existence of any state of affairs in the property market, disposal of the assets owned by the Fund on account of each Sub-Fund is not reasonably practicable without this being seriously detrimental to the interests of the shareholder or if in the opinion of the AIFM issue, sale and/or redemption prices cannot fairly be calculated; or
- b) any breakdown in the means of communication normally employed in determining the price of any of the Fund's or on the accounts of such Sub-Fund assets or if for any reason the value of any asset of the Fund on account of each Sub-Fund which is material in relation to the determination of the Net Asset Value (as to which materiality the AIFM shall have sole discretion) may not be determined as rapidly and accurately as required; or

- c) any period when the value of any fully-owned (direct or indirect) subsidiary of the Fund or on the account of such Sub-Fund may not be determined accurately; or
- d) any period when any transfer of funds involved in the realization or acquisition of investments cannot in the opinion of the AIFM be effected at normal rates of exchange; or
- e) upon the decision to wind up the Fund or on the account of such Sub-Fund; or
- f) when for any other reason, the prices of any investments cannot be promptly or accurately ascertained.

9.6 Monthly Net Asset Value calculation

In addition to the Annual Valuation Day and Specific Valuation Day, the Central Administrator and Listing Agent calculates a monthly Net Asset Value per Share as of the last day of each month (the "Valuation Day"). If such day is not a full Business Day in Luxembourg, the monthly Net Asset Value might be determined on the next full Business in Luxembourg.

For the purposes of this monthly Net Asset Value, the Central Administrator and Listing Agent may use the most recent available Net Asset Value calculated on a Valuation Day adjusted to take into account its estimate of accruals of income and expenses and asset and liabilities since such Valuation Day up to the prescribed day. In particular, the General Partner and the AIFM will estimate the change in fair value of the real estate investments to be applicable in each monthly Net Asset Value and in case of a considerable change in the value is anticipated, an Independent Valuer would be initiated to update his valuation. The performance fees, as described in the Appendix 1, will be calculated and accrued in the monthly Net Asset Value.

10 Valuation by the independent valuer(s)

Throughout the financial year, all properties owned by the Fund or by its affiliated real estate companies, will be valued by one (1) or more independent and well-known valuers ("**Independent Valuer(s)**") provided further that such valuation may be used throughout the following financial year unless the AIFM decide otherwise, if there is a change in the general economic situation or in the condition of the relevant properties, which requires new valuations to be carried out under the same conditions as the annual valuations.

In addition, properties may not be acquired or disposed, unless an Independent Valuer has valued them.

Acquisition prices may not be noticeably higher (i.e. more than five per cent (5 %)), nor sales prices noticeably lower (i.e. less than five per cent 5 %), than the latest independent valuation, except in exceptional circumstances, which are duly justified. In such case, the AIFM must seek prior approval of the Investment Committee, unless the Sub-Fund specifics do not provide for otherwise.

Notwithstanding the above, the Fund may, upon prior consent of the Investment Committee (in case of a Sub-Fund where such Investment Committee consent is required), acquire an individual property without obtaining an independent valuation from the Independent Valuer prior to the acquisition. The investment strategy may indeed require the Fund to decide quickly in order to take advantage of market opportunities. In such circumstances, obtaining an independent valuation from the Independent Valuer prior to the acquisition can prove practically impossible. An ex post independent valuation (i.e., an independent valuation after the acquisition) will however be required from the Independent Valuer as quickly as possible after the acquisition. Such ex post valuations will be the exception, not the rule. Moreover, if the ex post valuation carried out by the Independent Valuer, in connection with an individual property determines a price noticeably lower than the price paid or to be paid by the Fund on account of such Sub-Fund, the AIFM will justify in the next financial report this difference or the reasons for which it believes that the price paid or to be paid by the Fund is justified. Upon request from the Investment Committee, the General Partner will also justify the price paid or to be paid by the Fund at the occasion of the next meeting of the Investment Committee.

Notwithstanding the above, the Fund respectively the AIFM may, with the prior consent of the Investment Committee (in case of a Sub-Fund where such Investment Committee consent is required), dispose of an individual asset without obtaining an independent valuation from the Independent Valuer prior to the disposal. The investment strategy may indeed require the Fund to decide quickly in order to take advantage of market opportunities. In such circumstances, obtaining an independent valuation from the Independent Valuer prior to the disposal can prove practically impossible. An ex post independent valuation (i.e., an independent valuation after the disposal) will however be required from the Independent Valuer as quickly as possible after the disposal. Such ex post valuations will be the exception, not the rule. Moreover, if the ex post valuation carried out by the Independent Valuer in connection with an individual property determines a price noticeably higher than the price received or to be received by the Fund, the AIFM will justify in the next financial report this difference or the reasons for which it believes that the price received or to be received by the Fund is justified. Upon request from the Investment Committee, the AIFM will also justify the price received or to be received by the Fund at the occasion of the next meeting of the Investment Committee.

The names of the appointed Independent Valuer(s) will be published in the annual report. The Investor may inform himself at the registered office of the General Partner of the names of the Independent Valuer of each property.

11 Management, Administration and Corporate Governance

11.1 The General Partner

The General Partner of the Fund is HB Reavis Investment Management S.à r.l.

The General Partner is a private limited company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg on 25 May 2011. Its Articles of Association have been filed with the *Registre de Commerce et des Sociétés, Luxembourg*. The only shareholder of the General Partner is HBR IM Holding Ltd.

Unless otherwise provided under the 1915 Law or the Articles of Association, the General Partner shall have the broadest powers to perform all acts of administration and disposition of the Fund. All power not expressly reserved under the 1915 Law or the Articles of Association to the General Meetings shall be exercisable by the General Partner. In particular, subject to the restrictions contained in this Prospectus and the 1915 Law, the General Partner shall have power to implement the investment policies and borrowing restrictions, as well as the course of conduct of the management and business affairs of the Fund with a view to achieving the investment objectives of each Sub-Fund as described within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus. The General Partner shall have complete discretion and full power, authority and right to represent and bind the Fund, either itself or wholly in part through its authorized agents or delegates.

The General Partner is liable for all liabilities which cannot be met out of the Fund's assets. The other Shareholders shall refrain from acting on behalf of the Fund in any manner or capacity other than by exercising their rights as Shareholders in General Meetings.

All powers not expressly reserved under the AIFM Law or under the agreement with the AIFM (the "**Alternative Investment Fund Management Agreement**") to an AIFM shall be exercisable by the General Partner.

In this context, the General Partner shall be responsible for the overall management of the Fund and of the assets of each Sub-Fund.

Subject to the specific provisions of the Alternative Investment Fund Management Agreement as set forth below, the General Partner shall in principle:

- have the broadest powers with full power and authority to apply, without prior reference to the AIFM, the investment policy of the Fund or the applicable Sub-Funds as set out in this Prospectus and the investments to be held in the Fund and Sub-Funds' portfolios, whether they should be held directly or indirectly as well as the proportion of the respective portfolio to be held in cash;
- implement the investment restrictions, as well as the course of conduct of the administration and the business affairs of the Fund and of each of its Sub-Funds subject to the provisions contained in this Prospectus;
- perform all day-to day acts of administration and disposition of the Fund and of each Sub-Fund's assets. It may in particular purchase, sell, retain, subscribe, reinvest, lend, mortgage, pledge or exchange any transferable securities and exercise all rights directly or indirectly attached to any of the Fund's or Sub-fund's assets;
- have full powers of administration of the direct and indirect real estate property(ies) of the Fund and its Sub-Funds including purchasing, selling or leasing of the property(ies);
- have full powers of administration of the external and intra-group financing activities of the Fund's assets; and
- have complete discretion and full power, authority and right to represent and bind the Fund, either itself or wholly in part through its authorized agents or delegates.

In the case at hand, the General Partner has appointed Crestbridge Management Company S.A. to act as alternative investment fund manager of the Fund within the meaning of Article 5 (2) of the AIFM Law, pursuant to the terms of the AIFM Law, the Alternative Investment Fund Management Agreement, the Articles of Association, this Prospectus and applicable laws and regulations.

The AIFM will perform the investment management function under the overall supervision and ultimate responsibility of the General Partner, manage the assets of the Fund in accordance with the investment objectives and restrictions applicable to the Fund and may, with the approval of the General Partner, delegate all or part of its functions hereunder, in which case this Prospectus will be amended. The General Partner will not hold any of the Fund's

money, which shall be held in the Fund's bank accounts with the Depository.

Notwithstanding the above, the General Partner may at any time keep the investment policy implemented by the AIFM under review and give from time to time recommendations to the AIFM as to the portfolio and risk management of the Fund and its Sub-Fund(s) in compliance with the 2013 Law, this Prospectus and the Alternative Investment Fund Management Agreement.

11.2 The AIFM

11.2.1 Appointment, Functions and Duties

Crestbridge Management Company S.A., a *société anonyme* qualifying as an alternative investment fund manager within the meaning of the AIFMD Directive and Article 5 (2) of the AIFM Law, whose registered office is located at 1, Boulevard de la Foire, L-1528 Luxembourg and is registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B159802, has been appointed as AIFM of the Fund and of its Sub-Funds pursuant to the provisions of the AIFM Law in order to carry out the portfolio management and the risk management functions as described in Annex I (1) of the AIFM Law and to perform the marketing function as described in Annex I (2) (b) of the AIFM Law. The AIFM has been incorporated on 31 January 2011.

The issue and sale of the Fund's shares is in general organized by the General Partner of the Fund, where the AIFM has the role of the global distributor of the Fund. The distribution takes place via distribution agents licensed in accordance with the laws of the applicable jurisdiction(s) of distribution or otherwise in accordance with the laws of the applicable jurisdiction. There are no prime brokerage arrangements with respect to the Fund, unless the Shareholders are notified otherwise by the AIFM or General Partner.

Pursuant to the terms of the Alternative Investment Fund Management Agreement, as may be amended from time to time, between the General Partner acting on behalf of the Fund and the AIFM, the AIFM is entrusted with the functions of:

- (a) portfolio management in accordance to the AIFM Law;
- (b) risk management in accordance with the AIFM Law; and
- (c) marketing support services.

To carry out its portfolio management duties, the AIFM shall establish a dedicated investment management committee (the “**Investment Management Committee**”) which shall comprise at least (i) one (1) representative of the General Partner and (ii) one (1) representative of the AIFM. The AIFM, having taken advice from the Investment Advisor, will take portfolio management decisions through this Investment Management Committee, which decisions require the positive vote of at least one (1) AIFM’s representative and at least one (1) General Partner’s representative.

The AIFM shall have the authority to:

- undertake and perform any and all acts deemed necessary or appropriate by it in connection with the rights, powers and duties and discretion delegated to it pursuant to the Alternative Investment Fund Management Agreement and the AIFM Law; and
- implement the recommendations of the General Partner from time to time, unless the AIFM considers them as contrary to the AIFM Law, the Prospectus or any applicable law.

During the continuance of its appointment, the AIFM shall at all times manage the Fund in the best interest of the Fund's and the Sub-Fund's Shareholders subject to the overall policies, directions and in accordance with the recommendations issued from time to time by the General Partner.

In performing its duties as AIFM of the Fund and the Sub-Fund, the AIFM shall at any time exercise the standard of care, due skill, diligence and fairness in compliance of the AIFM Law.

The AIFM shall at any time treat the Fund's and the Sub-Fund's Shareholders fairly. In this context, no Fund's or Sub-Fund's Shareholder shall obtain preferential treatment, unless such preferential treatment is disclosed to them.

The AIFM shall at any time act in the best interests of the Fund and the Sub-Fund or the Fund's and the Sub-Fund's Shareholders and the integrity of the market.

The AIFM shall ensure that the net asset value per unit of the Fund and the Sub-Fund is calculated and disclosed to the investors in accordance with the Articles of Association and the AIFM Law.

The AIFM must ensure that the Fund's and the Sub-Fund's investment strategy, the liquidity profile and the redemption policy are consistent.

The AIFM shall be responsible for ensuring compliance with the provisions of the AIFM Law.

11.2.2 Termination of the Alternative Investment Fund Management Agreement

Either party has full discretion after the lapse of six (6) months from the effective day to terminate the Alternative Investment Fund Agreement via a written termination notice sent to the other party providing for a notice period of not less than three (3) months.

The Fund may terminate the Alternative Investment Fund Agreement via a written termination notice sent to the AIFM with immediate effect:

- (a) if so required by applicable laws and regulations or by a competent authority;
- (b) in case of the AIFM going into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by all Parties) or at any time declared bankrupt or made subject to insolvency (or similar) proceedings;
- (c) in case of the AIFM ceasing to be authorized to provide the services needed and required by the Fund with respect to its investment strategy;
- (d) in case of negligence, willful misconduct or fraud in the discharge of the AIFM's obligations in relation to the Fund or to the General Partner;
- (e) in case of any administration order made or a petition for an administration order presented in respect of the AIFM or its respective parent company(ies);
- (f) any compromise or arrangement entered into between the AIFM or its respective parent company(ies) and its/their creditors;

- (g) in case of the AIFM being in breach of any material provision of the Alternative Investment Fund Agreement and such breach is incapable of being remedied; or
- (h) in case of the AIFM being in breach of any material provision of the Alternative Investment Fund Agreement and such breach is capable of remedy, the AIFM fails to remedy the breach within thirty (30) days starting on the day after receipt of written notice from the Fund giving full details of the breach and requiring the AIFM to remedy the breach and stating that a failure to remedy the breach may give rise to termination; for the purposes of this provision a breach is capable of remedy if time is not of the essence in performance of the obligation and if the AIFM can comply with the obligation within a thirty (30) day period.

The AIFM may terminate the Alternative Investment Fund Agreement via a written termination notice sent to the Fund with immediate effect:

- (a) if so required by applicable laws and regulations or by a competent authority;
- (b) in case of the Fund going into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by all parties) or at any time declared bankrupt or made subject to insolvency (or similar) proceedings;
- (c) in case of the Fund being in breach of any material provision of the Alternative Investment Fund Agreement and such breach is incapable of being remedied; or
- (d) in case of the Fund being in breach of any material provision of the Alternative Investment Fund Agreement and such breach is capable of remedy, the Fund fails to remedy the breach within thirty (30) days starting on the day after receipt of written notice from the AIFM giving full details of the breach and requiring the Fund to remedy the breach and stating that a failure to remedy the breach may give rise to termination; for the purposes of this provision a breach is capable of remedy if time is not of the essence in performance of the obligation and if the Fund can comply with the obligation within a thirty (30) day period.

The Alternative Investment Fund Agreement will be automatically terminated with the liquidation of the Fund being completed.

Termination notice must be given by registered mail to the other Party and the notice period

will begin three (3) Business Days after the registered termination notice has been given to the post office for delivery with the Alternative Investment Fund Agreement terminating on the day immediately following the last day of the termination notice period.

Following termination of the Alternative Investment Fund Management Agreement, in spite of the AIFM hence no longer acting as the Fund's appointed alternative investment fund manager nor assuming the duties and obligations imposed by the AIFM's applicable laws and regulations or being subject to the liability regime set forth in the Alternative Investment Fund Management Agreement, the AIFM may have to continue rendering certain services attached to the functions initially entrusted to it, in particular "for safeguard purposes" (*à titre conservatoire*) in the interest of Shareholders. As a matter of illustration, this may happen because no replacing alternative investment fund manager has (yet) been appointed or because the Fund is in the process of liquidation. The AIFM shall nevertheless be entitled to receive all fees and expenses to which it would be entitled if the Alternative Investment Fund Management Agreement was not terminated.

11.2.3 Delegation of AIFM's functions

Subject to the conditions set forth by applicable laws and in particular by article 18 of the AIFM Law, the AIFM is authorised, based on objective reasons, to delegate under its responsibility and control, part of its portfolio or risk management functions and duties to any third party, which, having regard to the nature of the functions and duties to be delegated, must be qualified and capable of undertaking the duties in question, as provided for under Article 18 (1), c) and Article 18 (3) of the AIFM Law. The delegation of portfolio management function or risk management function or marketing function as well as other functions (if applicable) by the AIFM is subject to the prior approval of the CSSF, but only to the extent required under applicable laws and regulations.

The delegation to a third party must not prevent the effectiveness of supervision of the AIFM and must in particular not prevent the AIFM from acting, or the Fund from being managed, in the best interest of the Fund's Shareholders.

The AIFM shall not delegate its functions to the extent that, in essence, it can no longer be

considered to be the AIFM of the Fund and to the extent that it would become a letter-box entity.

The AIFM shall remain fully liable to the General Partner and to the Fund in respect of all matters so delegated.

The AIFM undertakes to require any such third party to comply with applicable laws and regulations, the Memorandum, the Articles of Association and the Alternative Investment Fund Management Agreement.

The agreement between the AIFM and the third party shall allow the AIFM to be able to review at any time the services provided by the appointed third party on an ongoing basis.

In relation to any delegated duty, the AIFM shall implement appropriate control mechanisms and procedures and regular reporting processes in order to ensure an effective supervision of the third party and that the services provided by such third party are in compliance with applicable laws and regulations, the Articles of Association, the Prospectus and the agreement entered into with the third party and the guidelines issued from time to time by the AIFM.

The AIFM shall be careful and diligent in the selection and monitoring of the third party and ensure that the third party has sufficient experience and knowledge as well as the necessary regulatory authorizations required to carry out the functions delegated to them.

The delegation mandate must not prevent the persons who conduct the business of the AIFM from giving at any time further instructions to the third party to which functions are delegated or from withdrawing the delegation mandate with immediate effect when it is for the best interest of the Fund's Shareholders.

In case of appointment of a third party, fees charged by the third party will be paid by the AIFM out of its own management fee or by the Fund out of its own assets as determined in the agreement with the relevant third party and, in case the third party is paid by the Fund, with the agreement of the Fund.

If the AIFM is in doubt as to any action to be or not to be taken by it in connection with the performance of its duties hereunder, it may, with the prior consent of the General Partner, obtain advice from a legal adviser chosen by the General Partner and at the expense of the General Partner and may, but shall not be required to act thereon.

11.3 Investment Advisor

HB Reavis IM Advisor Ltd. has been appointed as the Investment Advisor (the “**Investment Advisor**”) of the Fund and its Sub-Funds. The Investment Advisor shall advise the AIFM, and where applicable the General Partner with regard to strategic asset allocation between the countries and sectors within the real estate, and in respect of appropriate funding strategies regarding expected macro-economics development. The Investment Advisor shall also provide advisory in respect of searching and identification of the real estate assets to be acquired and/or disposed by the Fund and provide for support in execution of acquisition and disposal transactions, as well as financing arrangements. The rights and duties of the Investment Advisor are governed by a written Investment Advisory Agreement between HB Reavis IM Advisor Ltd. as Investment Advisor and the AIFM, and the General Partner acting on behalf of the Fund. The fees payable to the Investment Advisor will be carried out of the General Partner fee.

11.4 Investment Committee

Notwithstanding the Investment Management Committee as described under Section 11.2.1 of this Prospectus and unless otherwise indicated in the relevant Sub-Fund Information Sheets in Appendix 1, the General Partner and the AIFM will be advised on the matters listed below by an investment committee (the “**Investment Committee**”) formed by five (5) representatives: three (3) representatives of the Investors of the Fund, one (1) representative of the General Partner and one (1) representative of the AIFM. The AIFM shall participate in the Investment Committee’s decisions through its representative and Investment Committee’s decisions may only be implemented with the positive vote of the AIFM representative.

- a) Unless otherwise indicated in the relevant Sub-Fund Information Sheets in Appendix 1 for a respective Sub-Fund, the Investment Committee has to approve on all changes of the investment objectives and restrictions of the Fund or the Sub-Funds, and on the following

prospective investments or dispositions of investments, which include:

- a) assets, property or SPV-owning property that are purchased or sold to or by the Fund on the account of the Sub-Fund from or to HB Reavis Holding S.à r.l. and its subsidiaries and affiliates and related parties;
- b) off-market transactions being purchase of asset, shares of SPV-owning property where the proposed price is more than five per cent (5%) higher than the last independent valuation of the property, or sale of asset, shares of SPV-owning property where the proposed price is more than five per cent (5%) lower than the last independent valuation of the property;
- c) in cases of conflicts of interest;
- d) on any specific matters as described in this Prospectus where the prior consent of the Investment Committee is required, i.e. the possibility to acquire an individual property without obtaining a prior valuation from the Independent Valuer (as described in Section 10 of this Prospectus) and the implementation of the Early Liquidation process (as described in Section 16.1 of this Prospectus); and
- e) for the avoidance of doubt, to also approve the Initial (seed) portfolio of the Fund.

However, in the case the Investment Committee expressly waives its right and decides not to use its power, the General Partner and the AIFM shall make or execute any decision without any prior decision of the Investment Committee.

The Information Sheet of a respective Sub-Fund in Appendix 1 may provide for a different application of the Investment Committee powers and duties for that Sub-Fund or completely waive such powers and duties.

The General Partner may establish specific committees dedicated to one or several Sub-Funds, whose composition, duties and functioning shall be determined by the General Partner. The General Partner may in particular establish specific investment committees (each a “**Specific**

Investment Committee”) dedicated to one or several Sub-Funds. The provisions of the general section of this Prospectus relating to the creation, functioning and voting of the Investment Committee shall apply to these Specific Investment Committees, unless otherwise provided in the respective Sub-Fund Information Sheet in Appendix 1. For the avoidance of doubt, Specific Investment Committee’s decisions may only be implemented with the concurring vote of its AIFM representative.

The Investment Committee representatives or its designated proxy-holders may vote via conference call, e-mail, mail or appoint proxies to the extent permissible under applicable law.

In case an Investment Committee representative does not vote within ten (10) Business Days, the General Partner and the AIFM may consider its missing vote as approval of the proposed decision. Each representative of the Investment Committee represents one (1) vote. Decisions of the Investment Committee will require a simple majority vote. In case of equality, the Chairman of the Investment Committee shall have the decisive vote. There shall not be any quorum requirement for called meetings of the Investment Committee. In case one or more representatives do not attend the Investment Committee meetings and the Investment Committee is not able to reach a decision, the General Partner and the AIFM may decide without approval of the Investment Committee. The Chairman of the Investment Committee is responsible for the minutes of the Investment Committee meetings, counting votes, signing the minutes and all associated duties.

For the avoidance of doubt, the Investment Committee shall not have any rights to propose/initiate any transactions. Such powers shall remain solely with the AIFM or the General Partner (where the transaction is subject to the AIFM approval). As a general principle, members of the Investment Committee or of any Specific Investment Committee shall be selected or elected (as applicable) exclusively on a Sub-Fund basis and only from Shareholder Investors holding Shares in the applicable Sub-Fund.

Each Investment Committee member agrees to receive confidential information due to its position in the Investment Committee where applicable. Such information must not be shared with third parties.

With respect to matters of conflicts of interest, the Investment Committee representative, which has or has caused the conflict of interest, shall disregard the conflict or conflicting information in his/her voting.

The General Partner, in its turn, will report to the Investment Committee on every investment or intended investment action in the meaning of a), b), c), or d). In case of a meeting of the Investment Committee, the General Partner shall provide the representatives of the Investment Committee with all relevant information necessary for their decisions at least five (5) Business days in advance of the relevant meeting of the Investment Committee. With respect to all reported investment in the meaning of a), b), c) or d), the Investment Committee may ask the General Partner to provide a valuation done by a new Independent Valuer.

The Investment Committee shall meet upon request of the General Partner, the Chairman of the Investment Committee or any of the Investment Committee representatives and shall meet as often as required by the foregoing persons or entities. The members of the General Partner may attend the meetings of the Investment Committee as guests.

With the exception of the first Investment Committee, which will be selected solely by the General Partner, the Investor Shareholders will have the right to propose, change and recall Investment Committee representatives of the Investor Shareholders of the Fund at the annual general meeting of the Fund. Any such voting at the annual general meeting should be subject to a simple majority voting with a fifty per cent (50%) quorum. All five (5) representatives of the Investment Committee will be appointed by the General Partner. Should an Investor Shareholder that is represented in the Investment Committee fully redeem or transfer all of the Investor Shares, the function as representative in the Investment Committee will end on the day of redemption or transfer of the respective Investor Shares and the vacant position of the representative in the Investment Committee replaced by a decision at the next annual general meeting.

A resignation of a representative of the Investment Committee will be effective with the day that the General Partner receives such written notice of resignation.

11.5 Conflict of Interest

In the event that the General Partner respectively the AIFM or the Investment Advisor or any of their officers or employees or Board members or Investment Committee members has in any transaction of the Fund an interest different from the interests of the Fund, such entity/person shall make known to the AIFM such conflict of interest in accordance with Luxembourg law and shall not consider on any such transaction, and such transaction and such manager's or officer's interest therein shall be reported to the next meeting of the Investment Committee (as applicable), the Board of Directors of the General Partner and the Board of Director of the AIFM.

For the avoidance of doubt, no contract or other transaction between the Fund and any other company or firm shall be affected or invalidated by the fact that any one or more of the agents of the Fund has an interest in, or is a director, manager, associate, officer or employee of such other company or firm. Any agent of the Fund 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.

The term "conflict of interests", as used in the preceding sentence, shall not include any relationship with or without interest in any matter, position or transaction involving the entity at the origin of the Fund, the Investment Advisor, the AIFM, the Depository as well as any other person, company or entity as may from time to time be determined by the General Partner, or the AIFM on its discretion.

In the event that the Fund is presented with an investment proposal involving a property owned (in whole or in part) by the Investor, the General Partner, the AIFM, the entity at the origin of the Fund or any affiliate thereof, or with an investment proposal which was or is advised by the Investor, the General Partner, the AIFM, the entity at the origin of the Fund or any affiliate thereof or involving any portfolio company whose shares are held by, or which has borrowed funds from the Investor, the General Partner, the AIFM, the entity at the origin of

the Fund or any affiliate thereof, including any investment funds managed, advised, or promoted by the Investor, the General Partner, the AIFM, the entity at the origin of the Fund or any affiliate thereof, the Investor, the entity at the origin of the Fund or any affiliate thereof, as applicable, will fully disclose this conflict of interest to the AIFM who will revert to the Investment Committee (as applicable), the Board of Directors of the General Partner for recommendations prior to making a decision on such investment.

The AIFM will take all reasonable steps to identify conflicts of interest that arise in the course of providing its services to the Fund between:

- a) itself including its managers, employees or any person directly or indirectly linked to it by control, and the Fund or the Investors;
- b) the Fund or the Investors and another AIF, client to the AIFM or the Investors in that other AIF;
- c) the Fund or the Investors and another of its client including undertakings for collective investment in transferable securities (UCITS) managed by the AIFM or the investors in that UCITS; or
- d) two clients of the AIFM.

The AIFM shall at any time maintain and operate effective organizational and administrative arrangements with a view to taking all reasonable steps designed to identify, prevent, manage and monitor conflicts of interest in order to prevent them from adversely affecting the interests of the Fund and the Fund's Investors in compliance with the requirements provided for by the AIFM Law.

The AIFM shall segregate, within its own operating environment, tasks and responsibilities which may be regarded as incompatible with each other or which may potentially generate systematic conflicts of interest.

The AIFM undertakes not to advise the General Partner, the Fund or the Sub-Fund to transact any business in relation to which the AIFM or any director, employee or representative of the

AIFM has a personal interest unless that interest has been previously disclosed to the General Partner and the General Partner has not raised any objection within 10 Business Days from such disclosure to the AIFM.

11.6 Depositary, Paying Agent and Central Administrator

The duties of the Depositary have been entrusted to Société Générale Bank & Trust, pursuant to the Depositary Agreement entered into by and between the Fund, the AIFM and the Depositary.

The Depositary was incorporated as a public limited liability company under the laws of the Grand Duchy of Luxembourg. It has its registered office at 11, Avenue Emile Reuter, L-2420 Luxembourg, Grand Duchy of Luxembourg and is registered with the Luxembourg Trade and Companies Register under number B 6061. It is licensed to engage in all banking operations under the amended Luxembourg law of 5 April 1993 relating to the financial sector.

The Depositary is responsible for the safekeeping of the assets of the Fund and it shall fulfil the obligations and duties provided for by the 2010 Law and the AIFM Law in accordance with the terms of the Depositary Agreement entered into by and between the Fund, the AIFM and the Depositary. In particular, the Depositary shall ensure an effective and proper monitoring of the Fund's cash flows. It will further:

- ensure that the sale, issue, re-purchase, redemption and cancellation of Shares are carried out in accordance with Luxembourg law, the Prospectus and the Articles of Association;
- ensure that the value of the Shares is calculated in accordance with Luxembourg law, the Articles of Association and the procedures laid down in Article 19 of the AIFM Law;
- carry out the instructions of the Fund and the AIFM, unless they conflict with applicable Luxembourg law or the Articles of Association;
- ensure that in transactions involving the Fund's assets any consideration is remitted to the Fund within the usual time limits; and
- ensure that the Fund's incomes are applied in accordance with Luxembourg law and the Articles of Association.

Law, the Depositary may, subject to certain conditions and in order to effectively conduct its duties, delegate part or all of its safe-keeping duties with regard to financial instruments to one or more sub-custodian(s) appointed by the Depositary from time to time. When selecting and appointing a sub-custodian, the Depositary shall exercise all due skill, care and diligence as required by the AIFM Law.

The Depositary shall be liable to the Fund or its investors for the loss of a financial instrument held in custody by the Depositary pursuant the provisions of the AIFM Law. In addition, the Depositary shall also liable to the Fund or its investors for all other losses suffered by them as a result of the Depositary's negligent or intentional failure to properly fulfil its duties in accordance with the AIFM Law. However, notwithstanding the foregoing, it is important to note that the Depositary shall not be liable for the loss of a Financial Instrument if it can prove that the loss has arisen as a result of an external event beyond its reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary.

In addition, the Depositary shall not be liable where objective reasons regarding the discharge of liability for the loss of a financial instrument as envisaged in the AIFM Law and in the AIFM Regulation are considered to be established. In such circumstances the Depositary may refuse acceptance of a financial instrument in custody, unless the Fund and the AIFM enter into an agreement discharging the Depositary of its liability in case of loss of a financial instrument.

The objective reasons for contracting a discharge shall be (i) limited to precise and concrete circumstances characterizing a given activity, and (ii) consistent with the depositary's policies and decisions. Furthermore, the Depositary shall be deemed to have objective reasons for contracting a discharge of liability agreement in cases when it had no other option but to delegate, in particular this shall be the case where (i) the law of a non-EU country requires that certain financial instruments are held in custody by a local entity but where the Depositary has established that there are no local entities subject to effective prudential regulation, including minimum capital requirements, and supervision in a particular jurisdiction, and no local entity is subject to an external periodic audit to ensure that the financial instruments are in possession, or (ii) where the Fund or the AIFM insists of maintaining or initiating an investment in a particular jurisdiction although as a result of its initial or on-going due diligence review the

Depositary is not or no longer satisfied that the custody risk in the respective jurisdiction is acceptable for the Depositary. The Fund and the AIFM will disclose in the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus if such discharge of liability is allowed. The relevant Investors will be duly informed of that discharge and of the circumstances justifying the discharge prior to their investment.

The Depositary may keep financial instruments in collective safekeeping at a sub-custodian. The Fund, the AIFM and the Depositary may terminate the Depositary Agreement at any time by giving ninety (90) days' notice in writing. If the termination notice is given by the Depositary, the Fund or the AIFM are required to name within ninety (90) days a successor depositary to whom the Fund's assets are to be delivered and who will take over the functions and responsibilities of the Depositary. If within these ninety (90) days the Fund or the AIFM does not appoint such successor depositary, the Depositary shall notify the CSSF of the situation and the Fund and the AIFM herewith agree to convene without further delay a general meeting of Shareholders which shall resolve upon the liquidation of the Fund.

The Depositary does not act as sponsor of the Fund or assume any controlling duties other than those related to its custody functions. The Depositary does not warrant the contents of this Prospectus (other than information pertaining to it), nor is it involved in the management, administration or Net Asset Value calculation of the Fund.

As Paying Agent for the Fund, Société Générale Bank & Trust will be responsible for receiving payments for subscriptions of Shares and depositing such payments in the Fund's bank accounts opened with the Paying Agent and distributing income and dividends to the Shareholders. The Paying Agent shall make payment of proceeds from the repurchase of Shares from time to time. In consideration for its services, Société Générale Bank & Trust is entitled to receive from the Fund a remuneration payable out of the gross assets of the Fund as is set out in a separate fee side letter.

The fees for the Depositary's services are charged in accordance with usual bank practice as agreed from time to time pursuant to the Depositary Agreement.

CF Fund Services S.A. has been appointed as the domiciliary agent, registrar and transfer agent

as well as administrative agent (the "**Central Administrator**") under a Central Administration Agreement, as may be amended from time to time, to comply with the AIFM law and as listing agent under an appendix to the Central Administration Agreement (the "**Listing Agent**").

The Central Administrator is responsible for the general administrative functions of the Fund required by Luxembourg law and, as the case may be, for processing the issue and redemption of Shares, the calculation of the Net Asset Value of the Shares of each Sub-Fund in the Fund, and the maintenance of accounting records for the Fund in compliance with the requirements of the AIFM Law.

CF Fund Services S.A. was incorporated in Luxembourg as a public limited liability company (*société anonyme*) for an undetermined duration and is authorized by the CSSF as a professional of the financial sector (*professionnel du secteur financier* - PSF), having its registered office at 1b, rue Jean Piret, L-2350 Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 143.316.

The fees for the Central Administrator's services are charged in accordance with usual practice as agreed from time to time pursuant to the Central Administration Agreement.

Each of the parties may terminate the Central Administration Agreement subject to ninety (90) days' notice.

The Listing Agent is responsible for the coordination of the various aspects of the obligatory stock exchange reporting.

The fees for the Listing Agent's services are charged in accordance with usual practice as agreed from time to time pursuant to an appendix to the Central Administration Agreement.

Each of the parties may terminate the Listing Agency Agreement subject to ninety (90) days' notice.

11.7 General Meetings of Shareholders

Shareholders are entitled to receive notice of, attend, speak and vote at any General Meeting of the Fund.

The General Meeting of Shareholders shall represent the entire body of Shareholders of the Fund. General meetings of Shareholders are convened by the General Partner.

Every Shareholder shall be entitled to voting rights commensurate to its shareholding. A fractional Share shall not confer any voting right, unless together with other fractional Share(s) that the respective Shareholder holds, their number is such that they represent one or more whole Shares. Except as otherwise provided in the Articles of Association, a vote in favor of any resolution is required for such resolution to be validly passed, has it been proposed at a Shareholders' meeting by the holder of the Management Share.

The annual general meeting shall be held at the registered office of the Fund or elsewhere as may be specified in the notice of meeting at 2.00 p.m. on the first Monday of June, except for the first general meeting that shall be held on the last Monday of September in 2012. If this day is not a Business Day, the General Meeting shall be held on the following Business Day.

11.8 Indemnification

The Fund is required to indemnify, out of the assets of the Fund only, the managers, officers, employees and agents of the Fund, the General Partner, the AIFM and any directors, board members, representatives of the Investment Committee, General Partner's and the AIFM's employees and officers for any claims, damages and liabilities to which they may become subject because of their status as managers, officers, employees or agents of the Fund, the General Partner, or the AIFM, or by reason of any actions taken or omitted to be taken by them in connection with the Fund, except to the extent caused by their gross negligence, fraud or willful misconduct or their material breach of the provisions of the Offering Documents.

12 Fees and Costs

12.1 General Partner fees

The remuneration of the General Partner is as indicated within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus.

12.2 Transaction Costs

Transaction Costs (including Bid Costs) related to the purchase or sale of investments will be borne by the concerned Sub-Fund of the Fund, to the extent that Transaction Costs are not met by investee companies.

12.3 Abort Costs

Costs of Aborted Transactions (including costs of unsuccessful Bids) will be borne by the relevant Sub-Fund(s) of the Fund.

12.4 Establishment Costs

The Fund will reimburse the General Partner for Establishment Costs incurred in the set-up of the Fund, to a maximum of seven hundred and fifty thousand Euro (EUR 750,000.-) (plus VAT). Any Establishment Costs in excess of this amount will be borne by the General Partner. Such Establishment Costs will be borne by Sub-Funds established within a five (5) year period beginning with the incorporation of the Fund, in proportion to their Aggregate Commitments or aggregate amount of direct subscriptions at Closing, as applicable. As a consequence, new Sub-Funds may be called upon to reimburse a portion of the Establishment Costs previously paid by existing Sub-Funds.

Notwithstanding the foregoing, Establishment Costs incurred purely and exclusively in relation to a specific Sub-Fund will be borne by that Sub-Fund.

The General Partner may decide to amortise the Establishment Costs over a maximum five (5) year period.

The Fund will not be liable for placement fees (if any) paid or payable by the General Partner in respect of the establishment of the Fund.

12.5 AIFM Fees

The remuneration of the AIFM is provided for in the Alternative Investment Fund Management Agreement and is borne by the relevant Sub-Fund of the Fund. The remuneration of the AIFM is indicated within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus.

12.6 Other Fees and Costs

Other fees and costs payable by each Sub-Fund of the Fund shall comprise fees payable to the Depositary, Administrator, Listing Agent, Independent Appraiser, Investment Advisor and any other agent appointed by the Fund, fees for legal, tax and auditing services, costs inherent to the establishment of special purpose vehicles or intermediary vehicles, promotion, printing reporting and publishing expenses, including the cost of advertising or preparing and printing of this Prospectus, explanatory memoranda or registration statements, annual reports, taxes or governmental charges, and all other operating expenses, including the cost of buying and selling assets, interest, bank charges and brokerage, postage, telephone and telex. The Fund may calculate other fees and costs of a regular or recurring nature on an estimated figure for yearly or other periods in advance and may accrue the same in equal proportions over any such period.

12.7 Additional charges due by the Fund or Sub-Funds

The Fund or its Sub-Funds will, in addition, bear the following costs, charges and expenses which shall be deducted from the assets comprising the Fund:

- a) third party costs of evaluating, acquiring, owning and disposing of real estate properties and other investments including all necessary legal, appraisal, accounting, tax, tax return

preparation, leasing and engineering costs, including such costs for real estate properties and investments, which are evaluated but not purchased or for rescinded transactions;

- b) costs incurred in connection with meetings of the Investment Management Committee, Investment Committee or Specific Investment Committee(s) (if applicable); and
- c) Expenses for external compliance checks.

Non-recurring costs and expenses may be amortised over a period not exceeding five (5) years.

The costs and expenses of the formation of the Fund and Sub-Funds are being amortised over a period not exceeding five (5) years. These expenses are borne by the Fund.

13 Taxation

13.1 Taxation of the Fund

In accordance with current legislation and current practices, the Fund is not liable for any Luxembourg income and capital gains tax. Likewise, Distributions paid by the Fund are not subject to any Luxembourg withholding tax.

The cash received by the Fund will consist of dividend income and interest on bonds and loans and repayment of bond or loan principal by Subsidiaries of the Fund as well as rental income and capital gains from the sale of investments. Real estate income earned by the asset owning Subsidiaries will be subject to taxation in the jurisdiction in which the real property is located.

The Fund is subject to an annual tax in Luxembourg corresponding to 0.01% of the value of the net assets. This tax is payable quarterly on the basis of the net assets of the Fund calculated at the end of the quarter to which the tax relates. However, for Sub-Funds that are invested in other Luxembourg investments funds, which in turn are subject to the subscription tax provided by the 2010 Law, no subscription tax is due from the Fund on the portion of assets invested therein.

Income receivable by the Fund in the form of distributions, dividends and interests may be subject to withholding taxes at varying rates, deducted at source in the jurisdiction of origin of such income. The Fund may, in its sole and absolute discretion, invest using special purpose or intermediary vehicles including such corporate “blocker” vehicles as it deems appropriate.

Within the constraints of local fiscal law and practice, the General Partner will seek to manage the Fund in a tax efficient manner. Local tax will arise in the asset owning entities on net rental income after certain deductions (for example, management fees, tax depreciation and interest (both internal and external), debt arrangement fees, and audit and appraisal fees). Where the asset owning entity is financed with debt from the Fund or its Subsidiaries, cash will be repatriated to the Fund in the form of interest payments, through intermediate companies

where appropriate. Interest payments will, where possible, not be subject to withholding tax in the jurisdictions in which the assets are located by virtue of local law or relevant double taxation agreements.

The after-tax income, net of interest on debt financing, generated by each asset owning entity will be distributed to the Fund, through intermediate fully taxable holding companies as appropriate.

The distribution requirements of the Fund are calculated with respect to distributable cash flow, not profit. In some circumstances, for example because of the need to depreciate an asset in the books of the asset owning entities, cash flows may arise which cannot be distributed from the asset owning entities and intermediate holding companies by way of a dividend. To repatriate this cash to the Fund, the subsidiaries of the Fund may repay inter-company debt and/or make short-term upstream loans to the Fund as necessary.

13.2 Taxation of Investor Shareholders

Prospective investors that are uncertain of legal or other implications of acquiring, holding and selling Shares as well as receiving distributions in respect of shares are advised to seek independent professional advice in their country of origin, place of residence or domicile.

The Investor is also advised to verify the detailed terms of the relevant double taxation agreement to determine its specific position.

The General Partner and the AIFM reserve their right to disclose the names of the Investor on the register of shareholders to any tax authority where law requires such disclosure or where the General Partner or the AIFM believes such disclosure is in the best interests of the Fund. In particular, the Investor shall provide from time to time such information to the Fund as may be reasonably requested for the purpose of determining to what extent any shares are owned, directly or indirectly. The Fund shall provide such assistance as the shareholder may reasonably request in connection with such determination.

note that certain detailed information may be required by them in order to ascertain the level of taxable income and gains for the purpose of filing local tax returns, and that the extent of detail required may not necessarily be routinely provided by the Fund. The General Partner and the AIFM will comply with all reasonable requests for additional information requested by the Investor to prepare his tax returns, but may require the reimbursement of any costs incurred in preparing that information.

The Fund will make reasonable efforts to comply with all legislative changes that impact the Fund in order to ensure an adequate fiscal treatment of all Shareholders, the cost of which will be borne by the Fund.

14 Reports, Notices and Information to Shareholders

14.1 Reporting and announcements to Shareholders

The AIFM shall make available to the Shareholders the consolidated accounts under IFRS of the Fund. Such report shall comprise, inter alia, a description of the assets of the Fund, the Investor Shareholders, including the Net Asset Value of the Shares at least on an annual basis in compliance with the AIFM Law.

The Fund's financial year begins on 1 January and closes on 31 December of each year. The first financial year of the Fund began on the date of its incorporation and ended on 31 December 2011.

The Fund shall publish annually a report on the management of the Fund investments. The report shall be prepared in accordance with the 2010 Law and shall include, inter alia, audited financial statements, a description of the assets of the Fund, a report from the auditor and a calculation of the value of the assets of the Fund as per the financial year end.

In the financial statements, properties are shown as valued.

The annual report will be sent to all Shareholders and will be submitted to the annual General Meeting for approval within (6) six months after the end of each financial year.

The annual report will further be made available to the CSSF.

The annual report will contain the following information:

- a balance-sheet or a statement of assets and liabilities;
- an income and expenditure account for the financial year;
- a report on the activities of the financial year;
- any material changes in the information provided to the Shareholders according to article 21 of

the AIFM Law;

- the total amount of remuneration for the financial year, split into fixed and variable remuneration, paid by the AIFM to its staff, and number of beneficiaries, and, where relevant, carried interest paid by the Fund;

- the aggregate amount of remuneration broken down by the senior management and members of staff of the AIFM whose actions have a material impact on the risk profile of the Fund.

The Fund shall also publish a half-yearly report on the management of the Fund investments covering the first six months of each financial year. The half-yearly report will be sent to all Shareholders within (3) three months after the end of the first six months of each financial year.

To assist the General Partner in compiling its reports to Shareholders, representatives of the AIFM will be periodically required to attend meetings of the board of managers of the General Partner to report on the progress of proposed investments of the Fund, the status of investments of the Fund, and the performance of its obligations under the Investment Management Agreement.

The following documents will be made available free of charge for inspection by interested and prospective investors during usual business hours at the registered office of the Fund:

- a) Prospectus in its latest amended version;
- b) the audited consolidated annual accounts of the Fund prepared under IFRS within six (6) months from the end of the period to which it relates;
- c) the monthly calculation of the value of the assets of the Fund;
- d) if required, the latest valuation of the properties held by the Fund by the Independent Valuer(s) and a list of the names of each Independent Valuer;
- e) the Depositary and Paying Agent Agreement, the Central Administration Agreement, the Alternative Investment Fund Management Agreement, the Investment Advisory

Agreement, the Subscription Agreements and any other agreement between the Fund on behalf of one or more Sub-Fund(s) and any other service provider including its annexes as soon as practicable; and

- f) the Articles of Association in its latest amended version as soon as practicable.

Such documents will also be sent free of charge to Shareholders upon request.

Any notice to Shareholders shall be published via the website of the Luxembourg Stock Exchange www.bourse.lu and additionally, may be given in writing and delivered by hand, by courier or sent by facsimile or by pre-paid airmail or first class post as appropriate to the address given in the Subscription Agreement or failing such the registered office or principal place of business for the time being of the party to whom it is addressed or to such other address as may, from time to time be notified.

Notices given by hand, courier or facsimile shall be deemed to have been given when delivered or dispatched. Notices given by pre-paid airmail or first class post as appropriate shall be deemed to have been given five days after posting. Evidence that the notice was properly addressed, stamped and put in the post shall be conclusive evidence of posting. Evidence that the facsimile was duly dispatched to a current facsimile of the addressee shall be conclusive evidence of transmission.

Unless otherwise disclosed or described in this Prospectus and where applicable, the disclosure of information specified under Article 21(1)(a) and 21(4) and (5) of the AIFM Law to investors on (i) of the percentage of the Fund's assets which are subject to special arrangements arising from their illiquid nature; any new arrangements for managing the liquidity of the Fund and the current risk profile of the Fund and the risk management systems employed by the AIFM to manage those risks, (ii) of any changes to the maximum level of leverage which the AIFM may employ on behalf of the Fund as well as any right of the reuse of collateral or any guarantee granted under the leveraging arrangement and (iii) of the total amount of leverage employed by the Fund (or applicable Sub-Fund) will be made to the Shareholder Investors in investor reports on *ad hoc* basis or at least as a part of the Fund's annual report on the management of the Fund investments.

14.2 CSSF Reporting

The AIFM will regularly report to the CSSF on the principal investments in which it trades on behalf of the Fund and the Sub-Fund, as well as on the principal markets in which it trades the following information.

- (a) The percentage of Fund's assets which are subject to special arrangements arising from their illiquid nature;
- (b) Any new arrangements for managing the liquidity of the Fund;
- (c) The current risk profile of the Fund and the risk management systems employed by the AIFM to manage the market risk, liquidity risk, counterparty risk and other risks including operational risk;
- (d) Information on the main categories of assets in which the Fund is invested; and
- (e) the results of the stress tests performed in accordance with the AIFM Law.

14.3 Confidentiality

- a) All public disclosures or announcements of the existence or the subject matter of this Prospectus shall not be subject to the approval of the General Partner on behalf of the Fund.
- b) Each Investor shall procure that its directors, managers, employees, officers, partners, investors, agents, consultants and advisors and any affiliate (and their directors, employees, officers, partners, investors, agents, consultants and advisors) keep confidential and shall not disclose any information provided to it by or on behalf of the Fund or otherwise obtained by or in connection with this Prospectus or which may come to its knowledge concerning the affairs of the Fund or any investment made or proposed by the Fund, save to the extent that the information concerned has already been disclosed to the public in the context of the listing and trading of the Fund and/or prior to disclosure (other than result of a breach of any obligation by any Investor) and/or a disclosure is:
 - (i) required by any applicable law or any court of law or any relevant regulator or tax authority; and/or

- (ii) necessary in order for an Investor to enforce its rights under the terms of this Prospectus; and/or
- (iii) made by the General Partner on behalf of the Fund to its own Shareholders and to the regulatory, supervisory or other authority to which it is subject; and/or
- (iv) made to an Investor's bona fide legal, tax or accountancy advisors or auditors, provided that such disclosure is made on a confidential basis and such advisors or auditors undertake an equivalent duty of confidentiality to that set out in this section; and/or
- (v) required in good faith and only where reasonably necessary to any affiliate of that Investor, provided that such disclosure is made on a confidential basis and such affiliate undertakes an equivalent duty of confidentiality to that set out in this section.

14.4 Investors Disclosure

To the extent the Prospectus or the Articles do not directly include the information to be provided to prospective investors, particularly pursuant to Article 21 of AIFMD and Article 21 of the AIFM Law, before they invest in the Fund, such information will be made available at the Fund's or AIFM's registered office and the Prospectus will indicate how and where the information can be obtained.

15 Liquidation of the Fund

In the event of dissolution of the Fund, liquidation shall be carried out by one (1) or several liquidators (whether natural persons or legal entities) named pursuant to a General Meeting effecting such dissolution and at which meeting the liquidators' powers and compensation shall be determined. The operations of liquidation will be carried out pursuant to Luxembourg law.

The net proceeds of liquidation in respect of each Sub-Fund or, as the case may be, of each Class of Shares within each Sub-Fund, shall be distributed by the liquidators to the holders of Shares of the relevant Class of Shares in proportion to their holding of such Shares in such Sub-Fund or Class of Shares, and whether such proceeds shall be distributed in cash or kind.

If the Fund's share capital (i.e. the aggregate of all Sub-Funds) falls below two-thirds of the minimum capital (EUR 1,250,000), the General Partner must submit a proposal for the Fund's termination to a General Meeting for deliberation. No quorum requirements will be applied; winding-up may be pronounced by a simple majority of the validly cast votes.

If the Fund's share capital falls below one quarter of the minimum capital increased by the share premium (EUR 1,250,000), the General Partner must submit a proposal for the Fund's termination to the General Meeting for deliberation. No quorum requirements will be applied; winding-up may be pronounced by the Shareholders owning one quarter of the validly cast votes.

The aforesaid meetings shall be convened within forty (40) days of the date at which it was ascertained that the net assets fell below two-thirds or one quarter of the minimum capital, respectively. Moreover, the Fund may be terminated by resolution of the General Meeting in accordance with the pertinent provisions of the Articles of Association.

The resolutions of the General Meeting or of a court of law pronouncing the termination and winding-up of the Fund are to be published in the *Recueil des Sociétés et Associations (RESA)* and in two (2) newspapers with sufficiently wide circulation, at least one (1) of which must be a Luxembourg newspaper. The choice of which newspapers are to carry the publication is made at the discretion of the liquidator(s).

16 Termination, Liquidation and Merger of Sub-Funds or Classes of Shares

16.1 Liquidation and termination

Sub-Funds may have a fixed Liquidation Date as more fully described in the relevant Sub-Fund Information Sheets in Appendix 1.

At the relevant Liquidation Date, the remaining assets of the Sub-Fund will be liquidated and the net proceeds will be paid out to the Shareholders.

Such liquidation may (without limitation) be by way of sale of some or all of those assets to another Sub-Fund, subject always to the valuation of an appropriately qualified independent party agreed by the Fund's Auditor.

The General Partner may however extend the existence of a Sub-Fund having a limited duration to a term provided for each Sub-Fund within the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus.

The General Partner may decide, upon prior approval by the Investment Committee (unless the relevant Sub-Fund Information Sheet in Appendix 1 provides that the Investment Committee is not competent for the concerned Sub-Fund), and the AIFM to close one (1) or more Classes of Shares or Sub-Funds before the Liquidation Date ("**Early Liquidation**") in the best interests of the Shareholders, if there has been a substantial modification in the political, economic, regulatory or monetary situation pertinent to a Class of Shares or Sub-Fund, which, in the opinion of the General Partner renders this decision necessary, or where such action is required in order to protect the interests of Shareholders of a Class of Shares, or if for any reason whatsoever, the value of the net assets of a Sub-Fund falls below the equivalent of Euro 5,000,000 for a period of twelve (12) consecutive months, and the General Partner determines that the interests of the Shareholders of that same Class of Shares or Sub-Fund demand such action to be taken.

In such event, the assets of the Sub-Fund or the Class of Shares shall be realised, the liabilities

discharged and the net proceeds of realisation distributed to Shareholder in proportion to their holding of Shares in that Sub-Fund or Class of Shares and such other evidence of discharge as the General Partner may reasonably require.

The Fund shall serve a notice in writing to the Shareholders of the relevant Class of Shares or Sub-Fund, prior to the Early Liquidation, which will indicate the reasons and the procedure for the redemption operations.

The Fund shall base these redemptions on the Net Asset Value taking into account liquidation expenses.

At Termination Date, the amounts that have not been claimed by the Shareholders or their beneficiaries at the close of liquidation of a Class of Shares or Sub-Fund shall be held by the Depositary for a period not exceeding six (6) months as of such date. After this period, the assets shall be deposited with the *Caisse de Consignation* in Luxembourg.

All redeemed Shares or fractions thereof shall be cancelled.

16.2 Merger of Sub-Funds or Classes of Shares

A liquidation contemplated above may be combined with a contribution to one (1) or several Sub-Fund(s) or Class(es) of Shares within the Fund or to one (1) or several other sub-fund(s) or class(es) of another undertaking for collective investment (under the corporate or the contractual type form) in the best interests of the Shareholders.

Where the undertaking for collective investment that will receive the contribution is a mutual fund (*société d'investissement à capital variable*), the decision to contribute will only be binding on Shareholders who have agreed to make a contribution.

A Sub-Fund may exclusively be contributed to a foreign undertaking for collective investment with the unanimous approval of the Shareholders of the relevant Sub-Fund or under the condition that only the assets of the consenting Shareholders shall be so contributed.

17 Investment Risks

An investment in the Fund involves certain risk factors and considerations relating to the Fund's structure and investment objectives.

In particular, the Investor should note that the Fund will invest a substantial part, if not all, of its assets in real estate and the performance of the shares will be largely dependent on the performance of the portfolio of the Fund, substantially comprising of real estate investments. No assurance can be given that the Fund will succeed in meeting its investment objectives below.

Before making any investment decision with respect to the shares, the Investor should consult his professional advisers and carefully review and consider such an investment decision in light of the risk factors discussed below in this section. The following is a brief description of certain factors, which should be considered along with other matters discussed elsewhere in this Prospectus. The following however, does not purport to be a comprehensive summary of all the risks associated with an investment in the shares or the Fund generally. Rather, the following are only certain particular risks to which the Fund is subject that the Fund wishes to encourage the Investor to discuss in detail with his professional advisers.

17.1 Nature of investments in the Fund

The Fund is not intended for short-term investment and the Fund's investment objective and policy assumes that shares will be held for an extended period. There can be no assurance that the Fund will achieve its investment objective or that the Investor will receive any return on or of his invested capital. Past performance is not a guarantee of future results.

17.2 Nature of investments in real estate

The investments will be subject to the risks incident to the ownership and operation of commercial and multi-family residential real estate, including, but not limited to, risks associated with the general economic climate, local real estate conditions, competition from other real estate companies, the ability of the third party property managers to manage and lease the properties, unavailability of mortgage funds or fluctuations in the interest rates that may render the sale of a property difficult, the financial condition of tenants, buyers

and sellers of properties, changes in real estate tax rates, energy prices and other operating expenses, the imposition of rent controls, energy and supply shortages, environmental risk, various uninsured or uninsurable risks, government regulations, fluctuations in interest rates, unemployment, inflation, local recessions or other economic events. These risks, either individually or in combination may cause either a reduction in the income or an increase in operating and other costs, which may materially affect the financial position and returns of specific Fund investments and the Fund generally.

a) Acquisition Risks

Acquisitions of real estate investments include risks that investments may not perform in accordance with expectations and that anticipated costs of improvements to bring an acquired property up to the standards established for the market position intended for that property may exceed budgeted amounts, as well as general investment risks associated with any new real estate investment.

b) Abort Costs

The nature of real estate acquisitions and disposals may mean that considerable expense may be incurred without the completion of an acquisition, disposal, financing or leasing of a real estate property. For example, the Fund respectively the AIFM may incur costs on undertaking due diligence and obtaining environmental and other reports in relation to potential acquisitions that do not proceed. In addition, conditions precedent may not be satisfied and transactions may be aborted after material expense has been incurred. All such expenses will be payable by the Fund and will reduce the returns that would otherwise be received by an investor.

c) Insurance Risks

The Fund intends to maintain comprehensive insurance on its real estate property, including physical loss or damage, business interruption and public liability in amounts sufficient to permit replacement in the event of a total loss, subject to applicable deductibles and availability of insurance on commercially reasonable terms and conditions. The Fund will endeavor to obtain coverage of the type and in the amount customarily obtained by owners of properties similar to its real estate property. There are certain types of losses, however, generally of a catastrophic nature, such as earthquakes, floods and hurricanes and terrorism

that may be uninsurable or not economically insurable. Inflation, changes in building codes and ordinances, environmental considerations, provisions in loan documents, encumbering properties that have been pledged as collateral for loans, and other factors might make it economically impractical to use insurance proceeds to replace a property if it is damaged or destroyed. Under such circumstances the insurance proceeds received , if any, might not be adequate to restore the Fund's investment with respect to the affected property.

d) Property Taxes

Real estate property owned by the Fund is likely to be subject to property taxes when acquiring and during ownership of that asset in the country that the asset is held. Such taxes may increase as tax rates change and as the properties are assessed or reassessed by taxation authorities. Also refer to the information set out under the heading "Taxation" in this section and section: "Tax Status".

e) Environment Liability

The Fund may be liable for the costs of removal or remediation of hazardous or toxic substances located on or in a property investment held by the Fund. The costs of any required remediation or removal of such substances may be substantial. The presence of such substances, or the failure to remediate such substances properly, may also adversely affect the owner's ability to sell or lease the property or to borrow using the property as collateral. Laws and regulations may also impose liability for the release of certain materials into the air or water from a property, including asbestos, and such release can form the basis for liability to third persons for personal injury or other damages. Other laws and regulations can limit the development of and impose liability for the disturbance of wetlands or the habitats of threatened or endangered species.

Generally, the Fund will obtain environmental audits prior to the acquisition of properties to identify potential sources of contamination for which such properties may be responsible and to assess the status of environmental regulatory compliance. There can be no assurance, however, that such audits will reveal all environmental liabilities relating to an acquired property.

f) Financial Condition of Tenants

A tenant of acquired properties may experience, from time to time, a downturn in its business which may weaken its financial conditions and result in the failure to make rental payments when due. No assurance can be given that tenants will continue to make rental payments in a timely manner. The failure of tenants to meet rental obligations on the Fund's assets may adversely affect the Fund's operating cash flow and value of its investments.

g) Use of Valuations and Appraisals

The Fund respectively the AIFM will use both internal and external valuations in several contexts for determining an investment's market value, the Fund's Net Asset Value and Net Asset Value per share. Each of the Fund's real estate properties may be valued by a qualified Independent Valuer externally at least once every twelve (12) months as at the end of each financial year and in addition investments may be valued externally before any acquisition or sale although a new valuation is not necessary if the sale of the property takes place within six (6) months after the last valuation thereof. An appraisal or a valuation is only an estimate of value and is not a precise measure of realisable value. Ultimate realisation of the market value of a real estate asset depends to a great extent on economic and other conditions beyond the control of the General Partner respectively the AIFM. Further, appraised or otherwise determined values do not necessarily represent the price at which a real estate investment would sell since market prices of real estate investments can only be determined by negotiations between a willing buyer and seller. Generally, appraisals will consider the financial aspects of a property; market transactions and the relative yield for an asset measured against alternative investments. Generally, valuations will be based on the discounted cash flows of the Fund's assets, but the income capitalization or replacement cost method may also be used provided that they result in an adequate valuation. If the Fund respectively the AIFM was to acquire or liquidate a particular real estate investment, the realized value may be more than or less than the appraised value or other valuation of such asset.

h) Illiquidity of Investments

Although the Fund may, on occasion, acquire securities that trade publicly or that are issued by companies that have another class of securities that trade publicly, it is unlikely that there will be a public market for many of the investments held by the Fund. The direct, non-securitized real estate investments that will be held by the Fund will ordinarily require a substantial period of time to be liquidated in an orderly manner. There can be no assurance that there will be a ready market for each type of the Fund's real estate properties at the time it may be necessary to dispose of the same. There are substantial costs associated with the disposition of such investments, including, inter alia, sales brokerage and legal costs.

i) Limited Market for investor interests/restrictions on transfer of shares

While the Investor will have the right to transfer his shares to another party subject to certain restrictions either pursuant to applicable laws, the Articles of Association or otherwise, there is not expected to be a liquid, secondary trading market for the Fund's shares. For these reasons, the Investor will be required to bear the financial risks of their investment until redemption.

j) Currency risk

Investments of the Fund may be made in other currencies than the Euro and therefore be subject to currency fluctuations which affect the Net Asset Value of the Fund as defined in section 9 (Net Asset Value). Currencies of certain countries may be volatile and therefore may affect the value of securities denominated in such currencies, which means that the Fund's Net Asset Value could decline as a result of changes in the exchange rates between foreign currencies and the Euro. As detailed in the investment policy of the Fund, the currency risk will be mostly hedged, but that there is no guarantee that the hedging will be successfully achieved.

k) Untimely Exits due to Redemptions

The ability of the Investor to redeem his shares is prescribed in the section "Redemption of shares" below. Where redemptions are permitted, the Investor will be entitled to such redemptions as soon as is practicable in all the circumstances. However redemption requests will be satisfied in any event within two years of the request being made. Accordingly, this

may mean that the General Partner may be forced to sell or encumber assets belonging to the Fund earlier than planned and on terms and subject to conditions that are worse than planned or under market value to satisfy such redemption requests, and such action may negatively impact on the performance of the Fund. For the avoidance of doubt, redemptions will be at the Net Asset Value at the time of the most recent Valuation Day and not at the time the redemption request is received.

l) Reliance on real estate manager

The Fund's success will depend largely on the services of its officers, employees and agents, and, in part, on the continuing ability of the involved parties to hire and retain knowledgeable personnel. There can be no assurance that the General Partner respectively the AIFM will be able to retain the employees who may be critical to the performance of its obligations or to implement successfully the strategies that the Fund intends to pursue. There can also be no assurance that the strategies that the General Partner respectively the AIFM wishes to pursue in this regard will result in a profit for the Fund.

m) Newly Converted Entity

The Fund was formed on 25 May 2011 as a specialized investment fund governed by the law of 13 February 2007 on specialized investment fund as amended, organized as a *société d'investissement à capital variable* (SICAV) and was converted on 27 April 2017 into a Part II UCI organized as a *société d'investissement à capital fixe* (SICAF). There can be no assurance that further to this conversion the General Partner respectively the AIFM will achieve the Fund's investment objective notwithstanding the performance of any or all of the foregoing or their respective affiliates or principals in other transactions including, without limitation, arrangements similar in nature to the Fund. Given the factors as described in this section, there exists a possibility that an investor could suffer a substantial or total loss as a result of an investment in the Fund.

n) Use of Leverage

The Fund may incur mortgage and other debt (subject to certain limits as outlined in the Prospectus and the Articles of Association) to finance the acquisition of properties, restructure

existing debt, enhance returns and for other operational cash flow requirements. Market fluctuations may decrease the availability and increase the cost of debt finance.

The use of leverage increases the exposure of investments to adverse economic factors such as rising interest rates, economic downturns or deteriorations in the condition of a real estate investment or its market. If a real estate investment is unable to generate sufficient cash flow to meet principal and interest payments on its indebtedness, the value of the Fund's equity investments in such real estate could be reduced or even eliminated.

The assets (mainly shares, land/buildings, cash and receivables) of the Fund can be provided as collateral in relation to the leverage employed by the Fund or on the account of a Sub-Fund, as applicable, where these collateral arrangements can be governed by laws of jurisdictions of location of these assets. The collateral can be provided to external creditors with respect to the financing provided in relation to individual Fund's or Sub-Fund's assets. There are no limitations on the counterparties and sources of leverage. Any collateral and asset reuse arrangements if present will be disclosed to the Shareholder Investors separately. The maximum level of applicable leverage which can be employed by the Fund or each applicable Sub-Fund is limited by the thresholds specified in the applicable Sub-Fund Information Sheet in Appendix 1 to this Prospectus.

o) Interest Rate and Hedging Risks

The Fund's performance may be affected adversely if it fails to limit the effects of changes in interest rates on its operations by employing an effective hedging strategy, including engaging in interest rate swaps, caps, floors and other interest rate contracts, and buying and selling interest rates futures and options on such futures. Should the Fund respectively the AIFM so elect (and it will be under no obligation to do so) the use of these derivative instruments to hedge a portfolio of investments carries certain risks, including the risks that losses on any hedge position will reduce its earnings and the proceeds available for distribution to the Investor, and in- deed, that such losses may exceed the amount invested in such derivative instruments. There is no perfect hedge for any investment, and a hedge may not perform its intended purpose of offsetting losses on a given Investment.

p) Distributions

The Fund depends on payments it receives from its subsidiaries, properties or other investments held directly in order to make distributions to the Investor. The timing of and the ability of certain Subsidiaries to make payments may be limited by applicable law and regulations.

q) Conflicts of Interest

The corporate relationships between the Fund, the AIFM, the Investment Advisor, the entity at the origin of the Fund, the General Partner and their respective affiliates may present conflicts of interests regarding the structuring of transactions, the terms of the investments and other services provided to the Fund by any of its service providers. For example, unless otherwise disclosed in this Prospectus, any such party may promote, manage, advise, sponsor or be otherwise involved in further collective investment schemes. In particular, there could arise conflicts relating to the allocation of investment opportunities between the Fund and other clients of each of these parties. The Fund intends to continue to pursue transactions even where conflict exists. While the General Partner will take steps to alleviate such conflicts of interests, such conflicts will not be eliminated. In the event that the General Partner and the AIFM or the Investment Advisor or any of its officers or employees or Board members or Investment Advisory Committee members has in any transaction of the Fund an interest different from the interests of the Fund, such entity/person shall make known to the General Partner and the AIFM such conflict of interest in accordance with Luxembourg law and shall not consider on any such transaction, and such transaction and such manager's or officer's interest therein shall be reported to the next meeting of the Board of Managers of the General Partner and the AIFM.

r) Lack of diversification

The Fund may diversify its portfolio by investing in one or more real estate property types in accordance with its investment and operating criteria, however, subject to these limits, investments by the Fund may be weighted to certain property types and in certain geographic markets and there can be no guarantees as to the diversification of the Fund's assets. Events that impact a specific Fund investment, a specific property type held by the Fund or a region in which the Fund has assets may have a material impact on the Fund's performance.

s) Recourse to the Fund's Assets

Investors must be aware of the risks attaching to an investment in an undertaking for collective investment investing in real estate such as the Fund and accept that they will have recourse only to the Fund's assets as these will exist at any time.

The Fund's assets, including any investments made by the Fund and any funds held by the Fund, are available to satisfy all liabilities and other obligations of the Fund. If the Fund (as opposed to a subsidiary) becomes subject to a liability, parties seeking to have the liability satisfied may have recourse to the Fund's assets generally and may not be limited to any particular asset, such as the asset representing the investment giving rise to the liability. If a subsidiary (as opposed to the Fund) becomes subject to a liability, parties seeking to have the liability satisfied may only have recourse to that particular subsidiary's assets generally.

t) Investments in Partnerships and Other Entities

The Fund may make investments in other entities and enter into partnerships or joint ventures with any person (including the General Partner and its affiliates) subject to it ensuring that it can realise the investments within an appropriate period of time and it is in the Fund's best interests to do so. The Fund may co-invest and the assets in relation thereto may not be as liquid as the assets directly held by the Fund in the absence of such co-investment. Generally co-investment will be made at the level of the jointly held subsidiary holding the asset (also referred to above as the property companies). Such investments may involve risks not present in direct property investment, including for example, the possibility that a co-venture or partner of the partnership might become bankrupt, or may at any time have economic or business interests or goals that are inconsistent with those of the Fund, or that such co-ventures or partners may be in a position to take action contrary to the Fund's investment objectives. In addition, the Fund may be liable for actions of its co-ventures or partners. While the General Partner respectively the AIFM and all other involved parties will take all reasonable steps to review the qualifications and previous experience of any proposed co-ventures or partners, it does not expect in all cases to obtain financial information from, or to undertake private investigations with respect to, prospective co-ventures or partners.

u) Increased Competition

The Fund will engage in a business that becomes increasingly competitive as more investors enter the market. The decline in the number or size of assets being offered for sale may adversely affect the Fund's ability to achieve its investment objectives. While the General Partner and the AIFM believe that attractive investments of the type in which the Fund intends to invest are currently available, there can be no assurance that such investment opportunities will be available when the Fund commences operations or that then available investments will meet the Fund's investment and operating criteria.

v)Taxation

An investment in the Fund involves a number of complex tax considerations including taxation of subsidiaries and of distributions and dividends paid across national boundaries. Changes in tax legislation in any of the countries in which the Fund will have investments, or changes in tax treaties negotiated by those countries, could adversely affect the returns from the Fund to the Investor. No assurance can be given on the actual level of taxation suffered by the Fund. The Investor should consult his own tax adviser on the tax implications for them of investing, holding and disposing of shares and receiving distributions in respect of shares in the Fund.

w) Changes in applicable law

The Fund must comply with various legal requirements, including requirements imposed by the securities laws and companies laws in various jurisdictions, including Luxembourg. Should any of those laws change over the term of the Fund, the legal requirements to which the Fund and the Investor may be subject could differ materially from current requirements.

x)Monthly Valuation

Unless specifically provided in an applicable Sub-Fund Information Sheet, the Central Administrator calculates the Net Asset Value per Share for the purposes of issues and redemptions on each Annual Valuation Day and Specific Valuation Day as prescribed by the AIFM. In addition the Central Administrator and Listing Agent may publish a monthly Net Asset Value per share on such days as it shall prescribe. For the purposes of this monthly Net Asset Value, the most recent available Net Asset Value calculated on a Valuation Day will be used,

adjusted to take into account its estimate of accruals of income and expenses and assets and liabilities since such Valuation Day up to the prescribed day.

17.3 Risks associated with the terms and conditions of the Fund

a) Limitations on the redemption and transfer of shares

Prospective investors should not invest unless they are prepared to retain their investment until the Fund/Sub-Fund may terminate. Investor Shareholders may not be able to redeem their Shares and there will be no active secondary market for the Shares.

No Investor Shareholder may transfer its Shares in the Fund, including the obligation to meet capital calls, to another existing or prospective investor without the written consent of the General Partner. The Investor Shareholder wishing to transfer interests in the Fund will be responsible for all costs associated with any attempted or realised transfer.

b) Illiquidity of the Fund's investments

The investments of the Fund generally will be long-term and highly illiquid. As a result, the Fund will not have control over when it will have assets to distribute.

c) Dilution from subsequent closings

Investor Shareholders subscribing for Shares in the Fund at Subsequent Closings will participate in existing investments of the Fund, diluting the interest of existing Investor Shareholders. Although these New Investor Shareholders will contribute their prorata shares of previously made capital calls (plus an additional amount relating to the cost of money previously contributed by earlier Investor Shareholders), there can be no assurance that this payment will reflect fair value of the Fund's existing investments at the time the new Investor Shareholders subscribe for Shares in the Fund.

d) Serious consequences for Shareholders of their own failure to meet a capital call by the Fund

Within the concerned Sub-Fund(s), failure to pay to the Fund any amount required to be paid under a draw down notice is subject to substantial penalties, over which the General Partner has significant discretion, including removal of entitlement to distributions, the entitlement to vote as an Investor Shareholder and accrual of interest on unpaid amounts. In the case of a failure to pay, further sanctions include forced transfer to other Investor Shareholders and redemption by the Fund at a price equal to seventy five per cent (75 %) of the lesser of funded Commitments and the Net Asset Value of the Shares which may not be received until the end of the term of a Fund.

e) Failure by other investor Shareholders to meet a capital call of the Fund

Failure by an Investor Shareholder to meet a capital call may result, if applicable, in the Sub-Fund defaulting on a funding obligation to an investment or reduce the number of investments the relevant Sub-Fund may make.

f) Investor Shareholders bear the cost of all fees and expenses

In addition to the General Partner and the AIFM Fees, Investor Shareholders will also pay other expenses of the Fund including abort fees, introduction and transaction fees, and third party advisers' fees. This may result in a higher expense for Investor Shareholders than if Investor Shareholders invested directly in the underlying assets of the Fund.

g) The Fund may distribute illiquid securities in kind

Subject to the approval of all Investor Shareholders, the General Partner will have the authority to make in-kind Distributions at any time under the conditions provided in Chapter "Distribution Policy". Even if the General Partner does not make such Distributions during the Fund's term, certain investments may not be able to be liquidated at the end of the Fund's term, even if extended as permitted by the Prospectus and Articles of Association. In such cases there may be in-kind Distributions by the Fund of interests in these investments to Investor Shareholders, all of which are likely to be highly illiquid. There can be no assurance that any

Investor Shareholder will be able to dispose of these investments or that the value of these investments as determined by the General Partner in connection with the determination of Distributions will be realized.

h) Compulsory redemption of shareholder's shares

The General Partner is entitled to redeem the Investor Shareholders' holding if the General Partner determines in its sole discretion that the Investor Shareholder is or has become ineligible as an investor or that the continued participation of the Investor Shareholder in the Fund may adversely affect the Fund. Such compulsory redemption may cause the Investor Shareholder to realize a materially lower return than would be the case if the Investor Shareholder did not suffer a compulsory redemption.

17.4 Other risks

a) Hedging instruments may adversely affect overall performance

The Fund and its investments may choose to engage in transactions designed to reduce the risk or to protect the value of their assets, including securities and currency hedging transactions. These hedging strategies could involve a variety of derivative transactions, including transactions in forward, swap or option contracts or other financial instruments with similar characteristics, including forward foreign currency exchange contracts, currency and interest rate swaps, options and short sales (collectively "Hedging Instruments"). Hedging against a decline in the value of a portfolio position does not eliminate fluctuations in the values of portfolio positions or prevent losses if the value of those positions decline, but establishes other positions designed to gain from those same developments, thereby offsetting the decline in the portfolio positions' value. While these transactions may reduce the risks associated with an investment, the transactions themselves entail risks that are different to those of the investment. The risks posed by these transactions include interest rate risk, market risk, risk that these complex instruments and techniques will not be successfully evaluated, monitored and/or priced, counterparty risk, liquidity risk and leverage risk. Changes in liquidity may result in significant, rapid and unpredictable changes in the prices for derivatives. Thus, while the Fund and its investments may benefit from the use of Hedging investments, unanticipated

changes in interest rates, securities prices or currency exchange rates may result in poorer overall performance for the Fund and its investments than if they had not used those Hedging Instruments.

Moreover, it may not be possible to hedge against a currency exchange rate, interest rate or public security price fluctuation that is so widely anticipated that the Fund and its investments are not able to enter into a hedging transaction at a price sufficient to protect them from the decline in the value of the portfolio position anticipated as a result of the fluctuation. The success of hedging transactions will be subject to the ability to correctly predict movements in and the direction of currency exchange rates, interest rates and public security prices. In addition, the degree of correlation between price movements of the instruments used in a hedging strategy and price movements in the portfolio positions being hedged may vary. Moreover, for a variety of reasons, the Fund and its investments may not seek to establish a perfect correlation between Hedging Instruments and the portfolio positions being hedged. This imperfect correlation may prevent the Fund and its investments from achieving the intended hedge or exposure to risk of loss. The making of short sales exposes the Fund and its investments to the risk of liability for the market value of the security that is sold, which is an unlimited risk due to the lack of upper limit on the price to which a security may rise. In addition, because the Fund may hold securities indirectly through underlying investment fund, there can be no assurance that securities necessary to cover a short position will be available for purchase in addition, it is not possible to hedge fully or perfectly against currency fluctuations affecting the value of securities denominated in currencies that different from the Sub-Fund currency because the value of those securities is likely to fluctuate as a result of independent factors not related to currency fluctuations. Currency hedging instruments may not be available in certain currencies or may not have a duration that matches the long term nature of the underlying principal investment. The ability to trade in or exercise options may be restricted in the event that trading in the underlying securities becomes restricted. In addition, these types of hedge transactions also limit the opportunity for gain if the value of the portfolio position should increase.

The successful use of these hedging strategies depends upon the availability of a liquid market and appropriate Hedging Instruments and there can be no assurance that the Fund and its investments will be able to close out a position when deemed advisable by the AIFM(s). No assurance can be given that a liquid market will exist for any particular futures contract at any

particular time. Hedging transactions also involve additional costs and expenses, which may adversely affect the overall performance of the Fund and its investments. There can be no assurance that the Fund and its investments will engage in hedging transactions at any given time or from time to time, or that these transactions, if available, will be effective.

Within the concerned Sub-Fund(s), where Shares are issued in classes of more than one currency, the effect of a movement in the reference currency of one of the classes relative to another may result in differential levels of investment, with the result that a greater proportion of the Commitment of prospective investors in one class may be called than that of those in the other(s).

b) Tax risks

Investments in the Fund may involve tax risk. Prospective investors are strongly advised to consult with their tax advisers to determine the nature of these tax risks, if any.

c) Dependence on the AIFM relationship

All decisions relating to the general management of the Fund will be made by the General Partner and the decisions relating to the portfolio and risk management by the appointed AIFM or its agents in compliance with the AIFM Law. All investment decisions with respect to the assets of the Sub-Funds will be taken by the AIFM. Relating to its decision to the portfolio and risk management of the Fund, the AIFM is required to use its best efforts to ensure a satisfying investment performance of the Fund.

d) Early liquidation of the Fund

In the event of the early Liquidation of the Fund, the Fund will distribute to the Investor Shareholders their pro-rata interest in the assets of the Fund. The securities and other interests in other Sub-Funds' investments will be sold by the Fund or distributed to the Investor Shareholders. It is possible that at the time of such sale or redemption certain investments held by the Fund may be worth less than the initial cost of the investment, resulting in a loss

to the Fund and to its Investor Shareholders. Moreover, in the event the Fund liquidates prior to the complete amortization of organizational expenses, any unamortized portion of such expenses will be accelerated and will be debited (and thereby reduce) amounts otherwise available for Distribution to Investor Shareholders as subject to the restrictions described in section 7 above.

e) Brexit

On 23 June 2016, the UK voted in a referendum to leave the EU. The UK's position as a result of the vote to exit is very unclear. The only certainty at the moment is that once the UK gives notice of its departure to the EU, the exit will occur two years later, whether or not a withdrawal treaty is in place. While there is a lot of speculation as to what will happen with regard to the UK's position with the EU, not to mention other countries where it currently benefits from treaties between the EU and that country, at this stage, what will happen is completely unknown and any solution will be driven by a combination of economic, commercial and political issues. The Fund, in conjunction with the AIFM, are monitoring the position but do not believe that it would represent a good use of resource to take any positive action at this stage. There is likely to be a prolonged period of uncertainty, which may have an adverse effect on the Fund's business and results.

18 Glossary

Abort Costs	the costs incurred by or on behalf of the Fund in relation to any Aborted Transaction;
Aborted Transaction	any Bid or transaction which the AIFM has investigated, evaluated, negotiated or pursued with a view to the Fund acquiring, increasing, reducing or disposing of an investment, but which does not result in the acquisition, increase, reduction or disposal of an investment;
Additional Draw Down	such portion of the Investor Shareholders' out-standing Commitment as may be requested by the General Partner to be contributed to the Fund pursuant to an Additional Draw Down Notice;
Additional Draw Down Notice	a notice from the General Partner to each of the Investor Shareholders by facsimile, e-mail or post, in such form as may be approved by the General Partner from time to time, stating that an Additional Draw Down is to be paid and the purpose for which the Additional Draw Down is to be used, identifying the entity in which an investment is to be made and including a short description of the nature of business of such entity;
Additional Draw Down Proportion	amount of Draw Down that Investor Shareholders are required to pay after the initial Capital Contribution;
Admission Date	in relation to an Investor Shareholder, the date, as determined by the General Partner in its absolute discretion and notified to such Investor Shareholder by the General Partner prior thereto, on which such Investor Shareholder is admitted to the Fund after the relevant Closing Date and entered as an Investor Shareholder in the Register;
Aggregate Commitment	the aggregate Commitment of the Investor Shareholders;
AIF	means an Alternative Investment Fund as defined by the European Alternative Investment Fund Managers directive 2011/61/EU of 8 June 2011, as amended from time to time.
AIFM Law	means the Luxembourg law of 12 July 2013 on Alternative Investment Fund Managers, as amended from time to time and implementing the European Alternative Investment Fund

Managers directive 2011/61/EU of 8 June 2011, as amended from time to time.

AIFM	means Crestbridge Management Company S.A., a <i>société anonyme</i> qualifying as an alternative investment fund manager within the meaning of the AIFMD Directive and Article 5 (2) of the AIFM Act, whose registered office is located at 1, Boulevard de la Foire, L-1528 Luxembourg and which is registered with the Luxembourg Trade and Companies Register (<i>Registre de Commerce et des Sociétés, Luxembourg</i>) under number B159802, or such other AIFM appointed from time to time by the General Partner on behalf of the Fund;
Annual Valuation Day	refers to the annual date of determination of the Net Asset Value as specified in the relevant Sub-Fund Information Sheet in Appendix 1 of this Prospectus;
Articles of Association	the articles of association regulating the Fund as amended, supplemented or otherwise modified from time to time including any subsequent articles of association regulating the Fund;
Auditor	PricewaterhouseCoopers, <i>société cooperative</i> , 2, rue Gerhard Mercator, L-2182 Luxembourg, as the initial auditor to the Fund or any other or successor auditor to it appointed by the general meeting of the Shareholders;
Bid	any bid or tender process, including the formation of a consortium in respect thereof, relating to any company in which it is proposed that the Fund or each Sub-Fund would make an investment;
Bid Costs	the costs incurred by or on behalf of the Fund in relation to any proposed investment or series of investments;
Business Day	a full day on which banks and other financial institutions are open for business (other than Saturdays, Sundays and public holidays) in Luxembourg and Slovakia;
Central Administrator and Listing Agent	Central Administrator and Listing Agent, CF Fund Services S.A., 1b rue Jean Piret, L-2350 Luxembourg or any successor thereof;
Central Administration	the agreement between the General Partner and the Administrative Agent as amended, supplemented or otherwise

Agreement	modified from time to time;
Central Administration Fee	the Central Administrator is entitled to receive out of the assets of the Fund a Central Administration Fee at an annual rate in consideration for its services;
Class of Shares	includes the Management Shares, each Investor Shares and any further Classes of Shares issued or to be issued by the Fund for each Sub-Fund, as applicable;
Closing	refers to the dates and times that applications for subscriptions are processed, as more fully described under the section entitled "Issue of Shares";
CSSF	the Luxembourg Financial Supervisory Authority;
Closing Date	the date (or dates) determined by the General Partner on or prior to which Subscription Agreements for Shares must be received and accepted by the Fund, as indicated in the relevant Sub-Fund Information Sheet, provided however that the Fund may accept Further Commitments on each Closing Date up to and including the Final Closing Date;
Commitment	the commitment of each Investor Shareholder made pursuant to a Subscription Agreement, pursuant to which the Investor Shareholder will commit to pay the Initial Capital Contribution and Additional Draw Downs at the General Partner's request;
Confidential Information	<p>inter alia, any legal, commercial, financial or other information, concerning (a) the Fund and (b) the Fund's investments or proposed investments, their respective accounts, financial statements, reports, internal documents, minutes of meetings, correspondence, business or research strategies, client lists, technical data, or know-how. Confidential Information does not and shall not include information that:</p> <ul style="list-style-type: none"> a) is or becomes available to the public in the context of the listing and trading of the Fund; b) is or becomes available to the public other than as a result of disclosure by the Shareholder or anyone to whom the Shareholder transmits the information; c) becomes available to the Shareholder on a non-confidential basis from a source other than the Fund or the

AIFM who is not bound by a confidentiality agreement with the Fund, the AIFM or its affiliates;

d) was known to the Shareholder or in its possession prior to the date of disclosure by the Fund or the AIFM;

e) is furnished by the Fund or the AIFM to others with written permission to disclose; or

f) is independently developed by the Shareholder without reference to the Confidential Information.

Conversion Date means the date of conversion of the Fund into a UCI Part II, i.e. 27 April 2017.

Fund HB Reavis Real Estate Investment Fund, a corporate partnership limited by shares (*société en commandite par actions* or S.C.A.) under the laws of Luxembourg, which is registered as an investment company with fixed capital (*société d'investissement à capital fixe*) under the 2010 Law and 1915 Law and which has been approved by the CSSF;

Default Notice notice issued by the General Partner in the case where an Investor Shareholder becomes a Defaulting Shareholder of a Sub-Fund as specified in the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus;

Defaulting Shareholder any Investor Shareholder of a Sub-Fund who fails to pay to the Fund on behalf of the Sub-Fund any amount required to be paid under an Additional Draw Down Notice as specified in the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus;

Depository Société Générale Bank & Trust, 11, Avenue Emile Reuter, L-2420 Luxembourg or any successor thereof;

Depository Agreement the agreement between the Fund, the AIFM and the Depository and Paying Agent, as amended, supplemented or otherwise modified from time to time;

Distribution any distribution of dividends, proceeds of redemption or amortization of the Shares, any allocation of liquidation proceeds, or any other distributions by the Fund to holders of Shares;

Draw Down	refers to a call for a contribution in cash or in kind made by the Fund against the outstanding amount of Commitments made by the Investor Shareholders;
Early Liquidation	General Partner's proposal to the General Meeting to close one or more Classes of Shares or Sub- Funds or to liquidate the Fund before the relevant Liquidation Date
Establishment Costs	costs and expenses (in relation to (without limitation) legal, accountancy and tax advice) incurred in structuring, organizing and establishing the Fund, any intermediary vehicle intended for multiple use, or (where the context dictates) a Sub-Fund of the Fund;
EU	the European Union;
Euro or EUR	the currency of the member states of the EU that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome 1957) as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992);
Existing Shares	Any Investor Shares which have been acquired by an Existing Shareholder before the Conversion Date in the Sub-Fund HB Reavis CE REIF and/or in the Sub-Fund HB Reavis Global REIF;
Existing Shareholder	Any Shareholder which has acquired Investor Shares before the Conversion Date in the Sub-Fund HB Reavis CE REIF and/or in the Sub-Fund HB Reavis Global REIF;
Final Closing Date	the final Closing Date for subscriptions for Shares, as determined by the General Partner;
Funded Commitment	refers to the portion of the Commitment that has been paid by the investor (composed of the Initial Capital Contribution plus any Additional Draw Downs).
Further Commitment	the irrevocable Commitment on top of an initial Investor Shareholder's Commitment;
General Meeting	the general meeting of Shareholders of the Fund;
General Partner	the general partner of the Fund, HB Reavis Investment Management S.à r.l.;

General Partner Fees	fees charged by the General Partner;
HB Reavis Group	means HB Reavis Holding S.à r.l. and its subsidiaries and affiliates and related parties from time to time;
Independent Valuer(s)	real estate investments registered in the name of the Fund or a subsidiary of the Fund may be valued at least annually by Independent Valuer(s) such valuer(s) being predominantly chosen from international Royal Institution of Chartered Surveyors (“RICS”).
Initial Capital Contribution	the payment made in cash or in kind by investors on or before the first Closing Date;
Investment Committee	the General Partner will be advised on a general basis by an investment committee. The Investment Committee will consist of representatives of the Shareholders of the Fund, the General Partner and the AIFM, all representatives formally appointed by the General Partner, in accordance with Article 11.4 of this Prospectus.
Interest Compensation	the interest due from a Defaulting Shareholder to the Fund accrued between the payment date in respect of any of its Commitment was due until the date such amount was paid, calculated based on an interest rate as defined in relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus, calculated from the payment date of such amount falls due until the payment is received by the Fund or Sub-Funds;
Investment Advisor	HB Reavis IM Advisor Ltd, incorporated in Jersey, appointed as investment advisor of the AIFM by the AIFM or any successor investment manager thereto pursuant to an Investment Advisory Agreement;
Investment Advisory Agreement	any agreement by and between the Investment Advisor, the AIFM and the General Partner acting on behalf of the Fund;
Investment Period	a period of calendar years investments are aimed to be made, beginning with the relevant Closing Date and ending as specified in the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus;
Investment Strategy	the investment strategy of the Fund as described in this Prospectus, as such investment strategy may be amended from

	time to time;
Alternative Investment Fund Management Agreement	means the investment management agreement entered into on the date of approval of this Prospectus by the CSSF between the General Partner on behalf of the Fund and Crestbridge Management Company S.A., as such agreement may be amended from time to time between the parties;
Investor Shareholder	the Limited Shareholder and holder of Investor Shares being a limited partner (<i>associé commanditaire</i>) within the meaning of the 1915 Law;
Investor Shares	the Investor Shares of the Fund, without nominal value, issued pursuant to the Articles of Association;
Law	refers to any applicable law(s) of the Grand Duchy of Luxembourg;
Lock-up Period	The period during which Shares may not be redeemed as specified in the relevant Sub-Fund Information Sheet in Appendix 1 to this Prospectus;
Key Executives	the board of managers of the General Partner except independent non-executive directors and any other persons as may be specified in the relevant Sub-Fund's Information Sheet;
Liquidation Date	refers to the pre-defined date, from which the General Partner shall use its best endeavours to liquidate, dispose of or otherwise liquidate the investments of a Sub-Fund of the Fund until the Termination Date;
Management Share(s)	the management share(s) in the Fund held by the General Partner which is also the Unlimited Shareholder;
Net Asset Value	the net asset value of the Fund calculated as explained in section "Net Asset Value" of this Prospectus;
New Shareholder	refers to any Shareholder of the relevant Sub-Fund at a second or subsequent Closing, whose Share subscription has been accepted by the Fund;
On-Exchange Transfer of Shares	refers to any trade or sale of only fully paid-up Shares by a Shareholder which is made through a regulated market or multilateral trading facility;

Offer	the offer by the Fund of the Shares for subscription as described in this Prospectus;
Offering Documents	the Prospectus, the Articles of Association and the Subscription Agreement;
Offering Period	The period determined by the General Partner during which Investor Shares of a Sub-Fund are offered for subscription, as specified in the relevant Sub-Fund Information Sheet in Appendix 1;
Off-Exchange Transfer of Shares	refers to assignment, transfer, or other disposal of, participation in, pledge, hypothecation or encumbrance of Shares;
Professional Investor	means an investor who qualifies as professional client under Annex II of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments;
Prospectus	this prospectus dated March 2018, including any supplement thereto, as amended or restated from time to time;
Reference Currency	means the currency in which the Net Asset Value of the Company is calculated, <i>i.e.</i> EUR.
Register	the Shareholder register of the Fund as maintained by the Registrar and Transfer Agent;
Registrar and Transfer Agent	CF Fund Services S.A., 1b rue Jean Piret, L-2350 Luxembourg pursuant to the Central Administration Agreement, or any successor registrar and transfer agent thereto;
Regulated Market	refers to regulated market is a market in the sense of Directive 2004/39/EC on markets in financial instruments, as amended
Restricted Person	refers to a qualification of a person whose ownership of Shares has been restricted by any individual or legal entity;
Share(s)	participation(s) in the Fund which may be issued in different Classes of Shares by the Fund;
Share Currency	refers to the currency of a Class of Shares, which may be different to the Sub-Fund currency;
Shareholder	a holder of Shares;

Specific Valuation Day	refers to the specific date of determination of the Net Asset Value specified in the relevant Sub-Fund Information Sheet in Appendix 1;
UCI Part II	refers to a an undertaking for collective investment governed by Part II of the 2010 Law;
Sub-Fund	refers to each separate investment portfolio within the Fund, as enumerated in Appendix 1 to this Prospectus, each with its own Class(es) of Shares;
Sub-Fund Currency	refers to the currency that the assets of a Sub-Fund are valued in and which may differ from the Share Currency;
Sub-Fund Information Sheet	refers to specific information in relation to each Sub-Fund of the Fund as detailed in Appendix 1 to this Prospectus;
Subscription Agreement	an agreement entered into between each investor and the Fund pursuant to which prospective Investors may subscribe for Shares in the Fund;
Subscription Day	a Valuation Day or any other day as the General Partner may from time to time determine on which Investor Shares in a Sub-Fund may be subscribed, unless otherwise specified in the relevant Sub-Fund Information Sheet;
Subscription Price	the latest Net Asset Value per Investor Share determined as at the relevant Subscription Day plus any applicable subscription charge, as specified in the relevant Sub-Fund's Information Sheet, unless otherwise specified in the relevant Sub-Fund Information Sheet;
Termination Date	refers to the pre-defined date stipulated for a Sub- Fund of the Fund on which the amounts that have not been claimed by the Shareholders at the close of liquidation shall be transferred to the Depositary;
Transaction Costs	auditors' fees, legal fees, other professional fees and disbursements and other third-party costs (including, without limitation, introducers' fees, Lead GP transaction fees, advisers' fees and retainers, brokers fees, syndication fees, break-up fees and other fees and disbursements incurred in sourcing investments, including fees incurred in due diligence) associated with any Bid or series of Bids, or with the valuation,

disposal, acquisition and holding of investments and the cost of any Depositary services and any financing costs associated therewith, other than non-refundable fees or remuneration paid by the relevant Portfolio Fund and any other costs which the General Partner reasonably considers fall within this definition;

US Person	national or resident of the United States of America (including its territories and possessions) or a person normally resident thereof or any partnership or person connected thereto;
Valuation Day	refers to the date of determination of the Net Asset Value;
1915 Law	refers to the law relating to commercial companies dated 10 August 1915, as amended from time to time;
2010 Law	refers to the law of 17 December 2010 on undertakings for collective investment, as amended from time to time.

Appendix 1: Sub-Fund Information Sheets

Part 1

HB Reavis CE REIF

This Sub-Fund Information Sheet forms an integral part of the Prospectus, is only valid if accompanied by the general section of this Prospectus and should only be read in conjunction with the full information contained in it.

The provisions of this Sub-Fund Information Sheet and the terms defined herein only refer to “HB Reavis CE REIF” (the “**Sub-Fund**”).

Subscription of Sub-Fund’s Investors Shares shall be made in accordance with Section 3.2 “Direct Subscription” of this Prospectus together with the specific subscription features disclosed in the Sub-Fund Information Sheet hereunder.

Launch Date	29 April 2011.
Term	This open-ended Sub-Fund shall exist for an indefinite period.
Offering Period	<p>The Offering Period shall start on the Conversion Date (i.e. 27 April 2017) and end twelve (12) months as from the Conversion Date, and may be reduced or extended by the General Partner in its sole discretion.</p> <p>Following the end of this period (whether reduced or extended), the General Partner may at its sole discretion initiate one or several subsequent Offering Periods.</p>
Subscription Cut-Off Time	Cut-Off Time for subscription is set at 4:00 pm C.E.T. on the relevant Subscription Day.
Share Currency	Euro (EUR)
Share Classes	<p>Investor Shares are denominated in Euro (the Share Currency) and fully paid up.</p> <p>Management Shares have been issued at incorporation of the Fund.</p> <p>The General Partner is entitled to issues one or several Classes of Shares for Investor Shareholders in this Sub-Fund. The following Investors Shares classes exist so far:</p> <ol style="list-style-type: none">1. Class of Shares named “Institutional Class (HBR CE REIF)” shall be issued to Investor Shareholders who acquired Investor Shares of the Sub-Fund in the initial amount of <u>at least EUR 125,000</u>. Each Investor

Shareholder who acquired Shares from any Institutional Class (HBR CE REIF) Shareholder shall be holder of Institutional Class (HBR CE REIF) Investor Shares of the Sub-Fund (the "**Institutional Class (HBR CE REIF) Shareholders**"); and

2. Class of Shares named "**Class A (HBR CE REIF)**" shall be issued to Investor Shareholders who acquired Investor Shares of the Sub-Fund in the initial amount of less than EUR 125,000 (the "**Class A (HBR CE REIF) Shareholders**").

Subject to the agreement between the General Partner and an Investor Shareholder, this Investor Shareholder may acquire Investor Shares of both Institutional Class (HBR CE REIF) and of Class A (HBR CE REIF) even if the this Investor Shareholder acquires Investor Shares in the initial amount of more than EUR 125,000.

Lock-up Period

A period of two (2) years as from the Conversion Date.

Redemption

Investors may not request the redemption of their Investor Shares before the end of the Lock-up Period.

Such Lock-up Period shall not apply to the redemption of Existing Shares of the Existing Shareholders.

The General Partner may however accept request of Investors to redeem their Investor Shares during the Lock-up Period if and when such early redemption is not detrimental to the interests of the remaining Investors, subject, at the discretion of the General Partner, to the payment of early exit fees detailed below:

- (i) 2.5% of the Redemption Price of the Investor Shares redeemed if the Redemption Notice is submitted within the first year of the Lock-up Period; and
- (ii) 1.5% of the Redemption Price of the Investor Shares redeemed if the Redemption Notice is submitted within the second year of the Lock-up Period.

After the end of the Lock-up Period, Investor Shares are redeemable , in accordance with the redemption fee described below (the "**Redemption Fee**"), where applicable, and upon written notice to the General Partner (the "**Redemption Notice**") no later than sixty (60) calendar days following the Publication Day of Net Asset Value as defined below.

For the avoidance of doubt, the redemption window starts on 1 April and ends on 31 May each calendar year at 4:00 pm CET (“**Redemption Cut-Off Time**”).

Redemption Notices may be cancelled at the initiative of the Investor Shareholder, subject to the prior approval of the General Partner.

Redemption Fee

After the end of the Lock-up Period, the following Redemption Fees shall apply:

1. For Institutional Class (HBR CE REIF) Shares:

No Redemption Fee.

2. For Class A (HBR CE REIF) Investor Shares:

- (i) a specific Redemption Fee of 1% of the Redemption Price of the Investor Shares redeemed shall apply in case the Redemption Notice was submitted by the Investor Shareholder within twelve (12) months as from the date of acquisition by the Investor Shareholder of the Investor Shares into the relevant Sub-Fund;
- (ii) a specific Redemption Fee of 0.75% of the Redemption Price of the Investor Shares redeemed shall apply in case the Redemption Notice was submitted by the Investor Shareholder within the period following twelve (12) months until twenty-four (24) months as from the date of acquisition by the Investor Shareholder of the Investor Shares into the relevant Sub-Fund;
- (iii) a specific Redemption Fee of 0.50% of the Redemption Price of the Investor Shares redeemed shall apply in case the Redemption Notice was submitted by the Investor Shareholder within the period following twenty-four (24) months until thirty-six (36) months as from the date of acquisition by the Investor Shareholder of the Investor Shares into the relevant Sub-Fund; and
- (iv) no Redemption Fee shall apply if the Redemption Notice is submitted by the Investor Shareholder following thirty-six (36) months as from the date of acquisition by the Investor Shareholder of the Investor Shares into the relevant Sub-Fund.

The General Partner is entitled at its sole discretion to waive or reduce any fees related to redemption.

Redemption Practice

Following the receipt of the Redemption Notice, the General Partner determines in its sole discretion the effective day at which the Investor Shares, whether wholly or partially, will be repurchased for the Redemption Price by the Sub-Fund in accordance with the applicable time periods and Redemption Fees for redemption described above.

The Sub-Fund will repurchase the applicable portion of Investor Shares originating from each Shareholder for the equal and then applicable Redemption Price, each time the actual repurchase takes place, whether of all or of part of the Investor Shares will be repurchased in one or more occasions, within the applicable time period specified above below.

In case that the aggregate amount to be redeemed by the Shareholders is lower than five per cent (5 %) of the Net Asset Value as of the Redemption Cut-Off Time, the Sub-Fund will repurchase the Shares no later than hundred fifty (150) calendar days following the applicable Publication Day of Net Asset Value as defined below.

In case that the aggregate amount to be redeemed by the Shareholders is higher than five per cent (5 %) of the Net Asset Value as of the Redemption Cut-Off Time but lower than twenty per cent (20 %) of the Net asset Value as of the Redemption Cut-Off Time, the Sub-fund will repurchase the Shares no later than nine (9) calendar months and sixty (60) calendar days following the applicable Publication Day of Net Asset Value as defined below.

In case that the aggregate amount to be redeemed by the Shareholders during the last fourteen (14) months is higher than twenty per cent (20 %) of the Net Asset Value as of the applicable Redemption Cut-Off Time, the General Partner will have the right to liquidate the Sub-Fund and pay the received amounts to the Shareholders no later than three (3) years and sixty (60) calendar days following the applicable Publication Day of Net Asset Value, or the Sub-Fund may repurchase the shares no later than twelve (12) calendar months and sixty (60) calendar days following the applicable Publication Day of Net Asset Value as defined below.

Redemption Price

The redemption price per Investor Share shall be equal to the Net Asset Value per Investor Share last available as of the date of actual redemption (whether of all or part of redeemable Investor Shares). In any case, such

redemption not being performed with a Net Asset Value earlier than as of the Redemption Cut-Off Time.

Liquidation Date

The Liquidation Date of the Sub-Fund will be the date on which the General Partner exercises its right to liquidate the Sub-Fund, being subject to the condition that the aggregate amount to be redeemed at by the Shareholders during the last twenty six (26) months is higher than twenty per cent (20%) of the then prevailing Net Asset Value. Such decision can be made at the General Partners full discretion and at any time within twelve (12) months following the date on which the General Partner has received the Redemption notice(s) exceeding twenty per cent (20%) of the then prevailing Net Asset Value, the amount of Redemption notices will be calculated cumulative during the last 26 (twenty six) months.

Termination Date

The date falling on the later of (i) two (2) years after the Liquidation Date, or (ii) three (3) years after the General Partner has received the Redemption Notice(s) exceeding twenty per cent (20%) of the then prevailing Net Asset Value (calculated cumulative for the last twenty six (26) months) upon which the General Partner had subsequently (within twelve (12) month time) announced the Liquidation of the Sub Fund.

Investment Objective of the Sub-Fund

The Sub-Fund und will be subject to the following investment restrictions.

While there will be no specific country or real estate segment restrictions posed, the Sub-Fund will mainly invest in Slovakia, the Czech Republic, Poland and Hungary in commercial real estate assets.

The initial Sub-Funds portfolio will provide investments in prime properties only located in Slovakia.

The office segment investments are restricted to A-class properties located in central business districts of capital and regional cities in Slovakia, the Czech Republic, Poland and Hungary.

The retail segment investments will be made in both capital and regional cities of Slovakia, the Czech Republic, Poland and Hungary.

Investments in logistic properties will be restricted to attractive and strategic locations only.

The Sub-Fund seeks to maximize the value via

investing in properties which in the past proved to bear characteristics of a prime-commercial real estate property which as such implies to have a top-tier tenants portfolio being located in prime or strategic locations and soundly built from both technical and architectural point of view. The Sub-Fund seeks to enhance value of properties by contracting an excellent lease management in order to maximize property income.

Investment restrictions of the Sub-Fund

The Sub-Fund will be subject to the following investment restrictions:

a) Investment targets

Given the fact that the Sub-Fund shall invest in commercial real estate assets in retail, office and logistics segments only, with limited risks, an investment will only be eligible for investment that allow the Sub-Fund to pursue the “core” investment strategy taking into consideration the economic and legal conditions as well as the currency risks and liquidity of the real estate market.

The Fund will focus on investing in finished, fully or nearly fully let commercial properties with stable cash flow. Only rental income generating assets are eligible for the Fund portfolio. A property to be acquired has to exhibit at least eighty per cent (80%) of leased area of the total gross leasable area. The acquisition form is to be either freehold or leasehold with not less than thirty (30) years to elapse. The fund may acquire properties directly or indirectly via SPV and/or share of SPV, as well as via forward purchase of an SPV or a direct property. A minority interest or any other form of non-controlling stakes in property-owning SPVs will be eligible as well.

b) Development and redevelopment

The Sub-Fund will in general not invest in any redevelopment of real estate assets which it will acquire. The General Partner may however decide to redevelop to the condition that the redevelopment has no significant impact on cash flow of the fund within three (3) years following the investment.

c) Denomination, currency and interest rate hedging

The Sub-Fund is denominated in Euro. The Sub-Fund may deploy appropriate currency hedging strategies to

manage its exposure to any foreign exchange risks.

The Sub Fund will also seek to deploy appropriate interest rate hedging strategies to manage its exposure to interest rate changes.

d) Investment restrictions of the Sub-Fund

The Sub-Fund may not have an exposure on one (1) real estate investment, which would exceed twenty percent (20%) of its gross assets. This twenty percent (20 %) rule does not apply during a start-up phase of four (4) years after the date of registration of the Fund on the official CSSF list.

The Sub-Fund intends to hold liquidity only to the extent needed to meet short- and mid-term liabilities. The liquidity will be held in bank accounts, time deposits, money market instruments, investment grade rated bonds and/or other type of near-cash investments.

e) Loan and leverage

A ratio of consolidated external debt over total real estate assets (“leverage”) shall not exceed 65%, essentially through bank financing. Leverage incurred by the Sub-Fund or one (1) of its subsidiaries for an individual asset may exceed 65% of the individual asset value, but shall not at any event exceed 70% of such value. In addition, the Sub-Fund on the account of the Sub-Fund may borrow up to 10% of the total assets to finance its working capital requirements.

Given the idea of a core product and the type of investments set out above, the Sub-Fund’s target real estate investments aim at relatively low yields with limited risk. This makes an extended leverage both desired and necessary.

e) Maximum authorized leverage

The maximum expected leverage is 286% of the NAV on a consolidated asset basis and 334% of the NAV on an individual asset basis (net and gross being identical), as calculated in accordance with Article 6 and seq. of EU Regulation 231/2013 dated 19 December 2012 (“**AIFMD Level 2 Regulation**”).

f) Indirect property investments via bonds or similar financial instruments

As a rule, the investments of the Sub-Fund are made

directly or via special purpose property companies, in which the Sub-Fund shall have controlling or non-controlling (minority) participations.

In case of investments with controlling participations, the Fund will, to the extent possible, seek to have majority representation.

The Sub-Fund may invest secondarily in other assets such as money market instruments and investment grade rated bonds and cash.

Investment Type	Real estate investments and investment in SPVs holding real estate assets, including controlling and non-controlling stakes in SPV holding companies.
Conversion	Conversions will be processed in accordance with the general section of this Prospectus, subject to the General Partner's approval.
Conversion Fee	A Conversion Fee of 0.1% of the last available Net Asset Value of converted Investor Shares as of the date of conversion shall be applied, plus any third party intermediary fees, as applicable. The General Partner is entitled at its sole discretion to waive or reduce any of these fees.
Listing of Share Classes	The General Partner will list Investor Shares at any preferred stock exchange within the European Union. Non-admittance by the preferred stock exchange within the European Union due to any reason born by the General Partner to list the Investor Shares shall not cause invalidity of the remaining parts of this Prospectus and Sub-Fund Information Sheet.
Restrictions on Transfer of Shares	With reference to section 5 and section 6 of this Prospectus, no additional restrictions on the Transfer of Shares shall apply for this Sub-Fund.
Annual Valuation Day	31 December of each year. The first Annual Valuation Day was the 31 December 2011. This is the day at which all real estate assets are valued by the Independent Valuer.
Specific Valuation Day	30 June of each year. The first Specific Valuation Day was the 30 June 2012.
Publication Day of Net Asset Value	31 March of each year. The first Publication Day of Net Asset Value was the 31 March 2012.
Monthly Net Asset Value	The Net Asset Value will be published within forty-five (45) calendar days after the end of each month. For the

avoidance of doubt such day is not a Publication Day of Net Asset Value for the purpose of the definition provided above.

Distribution Policy & Indemnity

The General Partner shall have full discretion to effect distributions of income and capital gains and to decide on the method for distribution: in cash or in kind to shareholders of Investor Shares, should these approve such distribution in kind and to the shareholders of Management Shares and by way of dividends, amortization or reimbursement of Shares and/or fractions thereof.

Without prejudice to the foregoing, it is the General Partner's current intention that income received by the Sub-Fund from investments (whether by way of interest income or dividends) will be distributed at least annually but after payment of all fees, liabilities and expenses of the Sub-Fund or its pro-rata share of liabilities and expenses of the Fund without threatening the stability of the Sub-Fund or Fund.

To protect the General Partner from future claims, should the General Partner and/or the Fund become the subject of a lawsuit, or to satisfy the Sub-Fund's or Fund's obligations on disposition of investments at a time when a significant part of the investments of the Sub-Fund have already been realized and distributed, Investor Shareholders hereby agree to indemnify the General Partner in relation to the same. Such indemnity shall be limited to the amount of Distributions received before the Liquidation Date.

General Partner fee

1.65% per annum by calculating the average of the Net Asset Value during the previous (3) three months and to be paid on a quarterly basis in arrears. The first payment of the General Partner fee was on 30 June 2011.

Additional 0.35% per annum from the average of the Net Asset Value attributable to the Class A (HBR CE REIF) Investor Shares of the Sub-Fund during the previous (3) three months and to be paid on a quarterly basis in arrears.

The General Partner is entitled at its sole discretion to waive or reduce any of these fees.

AIFM fee

The remuneration of the AIFM is provided for in Appendix I of the Alternative Investment Fund Management Agreement and is calculated on a monthly basis with a minimum annual fee and up to a

maximum percentage variable according to the amount of the Sub-Fund's assets under management.

Subscription fee

None, except of Class A (HBR CE REIF) Class of Shares. In case of subscription of Class A (HBR CE REIF) Investor Shares, a fee of 1% of the subscribed amount applies. The General Partner is entitled at its sole discretion to waive or reduce this fee.

Performance Period

Period from 1 January until 31 December of each year. The first Performance Period started after the first Offering Period and ended on 31 December 2017.

Performance Fee

The Performance Fee will be calculated on an annual basis during each Performance Period. Should the Total Return per share during any Performance Period be

- a) up to nine per cent (9%), the General Partner is not entitled to collect any Performance Fee, and
- b) up to twelve per cent (12%), the General Partner is entitled to collect the Performance fee equal to thirty per cent (30%) of the difference between the actual Total Return and 9% multiplied by the Net Asset Value per share at the beginning of the Performance Period multiplied by the number of shares outstanding at the beginning of the Performance Period, and
- c) up to fifteen per cent (15%), the General Partner is entitled to collect the Performance Fee equal to the aggregate of sixty per cent (60%) of the difference between the Total Return and 12% plus 30% of the difference between 12% and 9% multiplied by the Net Asset Value per share at the beginning of the Performance Period multiplied by the number of shares outstanding at the beginning of the Performance Period, and
- d) more than fifteen per cent (15%), the General Partner is entitled to collect the Performance Fee equal the aggregate of ninety per cent (90%) from the Total Return less fifteen per cent (15%) plus sixty per cent (60%) of the difference between fifteen per cent (15%) and twelve per cent (12%) plus thirty per cent (30%) of the difference between twelve per cent (12%) and nine per cent (9%) multiplied by the Net Asset Value per share at the beginning of the Performance Period multiplied by the number of shares outstanding

at the beginning of the Performance Period.

The Total Return Per Share per Performance Period shall be calculated net after deduction of all costs and regular fees (including but not limited to the General Partner fee, Depositary fee, AIFM Fee, any Administration, Domiciliary Agent, Registrar and Transfer Agent fees) paid by the Fund or Sub-Fund. The Total Return per share per Performance Period shall be calculated by (the aggregation of any amounts paid to the Shareholders per share per Performance Period plus the change in Net Asset Value per share per Performance Period) divided by the Net Asset Value per share at the beginning of the respective Performance Period. The change of Net Asset Value per share per Performance Period will be calculated as following: $(\text{Net Asset Value } t+1) - (\text{Net Asset Value } t)$.

Whereas (Net Asset Value t) is the Net Asset Value per share of the Sub-Fund at the beginning of the respective Performance Period, and

(Net Asset Value t+1) is the Net Asset Value per share of the Sub Fund at the end of the respective Performance Period, taking into account the effect of any payments made to Shareholders.

Should there be a Subsequent Closing on a day different than the beginning of the Performance Period and new Investor Shares will be issued, the Performance Period shall commence as of the date of the payment for these shares for the purpose of calculation of the Performance Fee related to these shares and:

(i) any distribution attributable to these shares will be calculated on per annum basis, and

(ii) for purpose of calculation of change of NAV per share, the NAV per share as of the issuance of shares shall be used.

Performance fee is subject to High Watermark Regime. The use of a High Watermark (as described below) ensures that Shareholders will not be subject to a Performance Fee until any previous losses are recovered.

The Performance Fee will be accrued and taken into account in the calculation of the Net Asset Value per Share on each Annual Valuation Day. The

Performance Fee in respect of each Performance Period will be calculated by reference to the net asset value before the deduction of any accrued Performance Fee.

High Water Mark

The high water mark is the greater of: (i) the highest Net Asset Value per Share on Annual Valuation Day of any Performance Period; and (ii) the initial issue price of one hundred Euro (EUR 1,000) per Share; in each case decreased to take into account any distributions made.

Where an investor subscribes for Shares at a time when the Net Asset Value per Share is less than the high water mark then an adjustment is required to reduce inequalities that may otherwise result to the respective subscriber or to the General Partner. Where Shares are subscribed at a time when the Net Asset Value per Share is less than the high water mark, no Performance Fee will be accrued for existing shareholders until the high water mark has been recovered. However, new shareholders will be equally treated to the existing shareholders and have their shareholding amount decreased by an equivalent amount to the Performance Fee which will be applicable until the high water mark has been reached. After the high water mark has been achieved, the Performance Fee will be calculated and levied in the same manner as for all other Shares.

Depositary fee

In consideration for its services, the Depositary is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate. The percentage and/or amount of the fee is subject to a separate agreement with the Depositary.

This fee will be determined on the basis of the gross assets of the Fund periodically on each Annual Valuation Day and will be payable quarterly based on the gross assets of the Sub-Fund. Any excess payment will be reimbursed at the end of the relevant quarter by the Depositary to the Fund.

Investment Committee

For the avoidance of doubt, the provisions of the general section of this Prospectus related to the Investment Committee apply to this Sub-Fund.

Part 2

HB Reavis Global REIF

This Sub-Fund Information Sheet forms an integral part of the Prospectus, is only valid if accompanied by the general section of this Prospectus and should only be read in conjunction with the full information contained in it.

The provisions of this Sub-Fund Information Sheet and the terms defined herein only refer to “HB Reavis Global REIF” (the “**Sub-Fund**”).

Subscriptions of Sub-Fund’s Investors Shares shall be made in accordance with Section 3.1 “Commitments and Draw Downs” of this Prospectus together with the specific subscription features disclosed in the Sub-Fund Information Sheet hereunder.

Launch Date	15 September 2015.
Term	This open-ended Sub-Fund shall exist for an indefinite period.
Closing Date	Prospective investors have the right to invest in the Sub-Fund by making Commitments as from the Conversion Date (i.e. 27 April 2017) until twelve (12) months as from the Conversion Date, or such earlier date as the General Partner shall determine. The Shareholders admitted at the Closing Date will be required to pay up the full amount of their Commitments. Should the General Partner not set the Closing Date, the undrawn Commitments shall expire on 31 March 2018.
Subsequent and Final Closings Dates	Any Subsequent Closing Dates as well as the Final Closing date will be decided by the General Partner.
Lock-up Period	A period of two (2) years as from the Conversion Date.
Redemption	<p>Investors may not request the redemption of their Investor Shares before the end of the Lock-up Period.</p> <p>Such Lock-up Period shall not apply to the redemption of the Existing Shares of the Existing Shareholders.</p> <p>The General Partner may however accept request of Investors to redeem their Investor Shares during the Lock-up Period if and when such early redemption is not detrimental to the interests of the remaining Investors, subject, at the discretion of the General Partner, to the payment of early exit fees detailed below:</p> <ul style="list-style-type: none">(i) 2.5% of the Redemption Price of the Investor Shares redeemed if the Redemption Notice is submitted

within the first year of the Lock-up Period; and

- (ii) 1.5% of the Redemption Price of the Investor Shares redeemed if the Redemption Notice is submitted within the second year of the Lock-up Period.

After the end of the Lock-up Period, Investor Shares are redeemable free of charge (no redemption fee) upon written notice to the General Partner ("**Redemption Notice**") no later than sixty (60) calendar days following the Publication Day of Net Asset Value as defined below. For the avoidance of doubt, the redemption window starts on 1 April and ends on 31 May each calendar year at 4:00 pm CET ("**Redemption Cut-Off Time**").

Redemption Notices may be cancelled at the initiative of the Investor Shareholder, subject to prior the approval of the General Partner.

Notwithstanding the above, the General Partner shall be entitled to open at its sole discretion one or several additional redemption periods upon Shareholder's request. Investors shall be informed by the General Partner that such a redemption period is open. Investor Shares shall be redeemable upon Redemption Notice received no later than the last Business Day of such additional redemption period at 4:00 pm CET.

Redemption Practice

Following the receipt of the Redemption Notice, the General Partner determines in its sole discretion the effective day at which the Investor Shares of the Sub-Fund, whether wholly or partially, will be repurchased for the Redemption Price by the Sub-Fund in accordance with the applicable time periods for redemption described above.

The Investor Shares will be repurchased proportionally in relation to the portion of the Investor Shares of the Sub-Fund of each Shareholder to the total amount of Shares to be redeemed within an applicable time period specified below. The Sub-Fund will repurchase the applicable portion of Sub-Fund's Investor Shares originating from each Shareholder for the equal and then applicable Redemption Price, each time the actual repurchase takes place, whether of all or of part of the Sub-Fund's Investor Shares will be repurchased in one or more occasions.

In case that the aggregate amount to be redeemed by the Shareholders is lower than five per cent (5 %) of the Net Asset Value as of the Redemption Cut-Off Time, the Sub-Fund will repurchase the Shares no later than hundred

fifty (150) calendar days following the applicable Publication Day of Net Asset Value as defined below.

In case that the aggregate amount to be redeemed by the Shareholders is higher than five per cent (5 %) of the Net Asset Value as of the Redemption Cut-Off Time but lower than twenty per cent (20 %) of the Net asset Value as of the Redemption Cut-Off Time, the Sub-fund will repurchase the Shares no later than nine (9) calendar months and sixty (60) calendar days following the applicable Publication Day of Net Asset Value as defined below.

In case that the aggregate amount to be redeemed by the Shareholders during the last fourteen (14) months is higher than twenty per cent (20 %) of the Net Asset Value as of the applicable Redemption Cut-Off Time, the General Partner will have the right to liquidate the Sub-Fund and pay the received amounts to the Shareholders no later than three (3) years and sixty (60) calendar days following the applicable Publication Day of Net Asset Value, or the Sub-Fund may repurchase the shares no later than twelve (12) calendar months and sixty (60) calendar days following the applicable Publication Day of Net Asset Value as defined below.

Redemption Price

The redemption price per Investor Share of the Sub-Fund shall be equal to the Net Asset Value per Investor Share of the Sub-Fund last available as of the date of actual redemption (whether of all or part of redeemable Investor Shares). In any case, such redemption not being performed with a Net Asset Value earlier than as of the Redemption Cut-Off Time.

Liquidation Date

The Liquidation Date of the Sub-Fund will be the date on which the General Partner exercises its right to liquidate the Sub-Fund, being subject to the condition that the aggregate amount to be redeemed at by the Shareholders during the last twenty six (26) months is higher than twenty per cent (20%) of the then prevailing Net Asset Value. Such decision can be made at the General Partners full discretion and at any time within twelve (12) months following the date on which the General Partner has received the Redemption notice(s) exceeding twenty per cent (20%) of the then prevailing Net Asset Value, the amount of Redemption notices will be calculated cumulative during the last 26 (twenty six) months.

Termination Date

The date falling on the later of (i) two (2) years after the Liquidation Date, or (ii) three (3) years after the General

Partner has received the Redemption Notice(s) exceeding twenty per cent (20%) of the then prevailing Net Asset Value (calculated cumulative for the last twenty six (26) months) upon which the General Partner had subsequently (within twelve (12) months period) announced the Liquidation of the Sub Fund.

Investment Objective of the Sub-Fund

The Sub-Fund und will be subject to the following investment restrictions.

While there will be no specific country or real estate segment restrictions posed, the Sub-Fund will mainly invest in assets located in EU countries and Turkey in following types of assets:

- (a) land suitable for commercial development;
- (b) land and buildings permitted for commercial development/redevelopment;
- (c) land and buildings under construction designated for commercial real estate assets use; and
- (d) commercial real estate assets.

The initial Sub-Fund's portfolio will provide investments in properties only located in Slovakia.

The office segment investments are focused mainly on properties located in business districts of capital and regional cities in the EU countries and Turkey, but without any specific location restriction.

The retail segment investments will be made in both capital and regional cities of EU countries and Turkey.

Investments in logistic properties will be restricted to attractive and strategic locations in EU countries and Turkey.

In case of "core" investments, the Sub-Fund seeks to maximize the value via investing in properties which in the past proved to bear characteristics of a prime-commercial real estate property which as such implies to have a top-tier tenants portfolio being located in prime or strategic locations and soundly built from both technical and architectural point of view. The Sub-Fund seeks to enhance value of properties by contracting an excellent lease management in order to maximize property income.

Investment strategy and

The Sub-Fund will be subject to the following investment

restrictions

restrictions.

a) Investment targets

The Sub-Fund shall invest in broad scope of land, buildings under development/redevelopment, buildings under construction and commercial real estate assets in retail, office and logistics segments, in each stage of the development cycle, including development plots (land), projects under construction and finished projects.

There are no investment restrictions related to the letting levels of the commercial real estate assets, nor any restrictions related to the development stage of the assets under development. The Sub-Fund will focus on maximum possible return from the investment. The fund may acquire properties directly or indirectly via SPV and/or share of SPV, as well as via forward purchase of an SPV or a direct property. A minority interest or any other form of non-controlling stakes in property-owning SPVs will be eligible as well.

b) Development and redevelopment

The Sub-Fund will be entitled to invest in any new development or into any redevelopment of real estate assets. The development or redevelopment shall be focused mainly into the commercial real estate sector (including office buildings, retail commercial assets and logistics assets), where there are no restrictions related to the development or redevelopment.

c) Denomination, currency and interest rate hedging

The Sub-Fund is denominated in Euro. The Sub-Fund may deploy appropriate currency hedging strategies to manage its exposure to any foreign exchange risks.

The Sub Fund will also seek to deploy appropriate interest rate hedging strategies to manage its exposure to interest rate changes.

d) Investment restrictions of the Sub-Fund

The Sub-Fund may not have an exposure on one (1) investment, which would exceed twenty percent (20%) of its gross assets and the Sub-Fund shall have at least five assets. This twenty percent (20 %) rule does not apply during a start-up phase of four (4) years after the date of registration of the Fund on the official CSSF list.

The Sub-Fund intends to hold liquidity only to the extent needed to meet short- and mid-term liabilities. The liquidity will be held in bank accounts, time deposits, money market instruments, bonds and/or other type of near-cash investments.

As part of its investment strategy, the Sub-Fund may on an ancillary basis (i.e. up to 49% of the Net Asset Value of the Sub-Fund) grant loans to entities within the HB Reavis Group which are not held by the Fund for the purpose of financing real estate investments and/or developing real estate projects. The above restriction shall not apply to loans granted by the Sub-Fund to entities which are directly or indirectly held by the Fund.

Any risk of a potential conflict of interest in relation to any such investments shall be managed accordingly in accordance with the conflict of interest policy applicable from time to time and summarized under Section 11.6 of this Prospectus.

e) Loan and leverage

A ratio of consolidated external debt over total real estate assets (“leverage”) shall not exceed 65%, essentially through bank financing. Leverage incurred by the Sub-Fund or one (1) of its subsidiaries for an individual asset may exceed 65% of the individual asset value, but shall not at any event exceed 70% of such value. In addition, the Sub-Fund on the account of the Sub-Fund may borrow up to 10% of the total assets to finance its working capital requirements against uncalled Commitments.

Given the idea of a broad investment strategy in the real estate sector, the extended leverage is both desired and necessary with respect to the investment strategy of the Sub-Fund.

e) Maximum authorized leverage

The maximum expected leverage is 286% of the NAV on a consolidated asset basis and 334% of the NAV on an individual asset basis (net and gross being identical), as calculated in accordance with Article 6 and seq. of AIFMD Level 2 Regulation.

f) Indirect property investments via bonds or similar financial instruments

As a rule, the investments of the Sub-Fund are made

directly or via special purpose property companies, in which the Sub-Fund shall have controlling or non-controlling (minority) participations.

In case of investments with controlling participations, the Fund will, to the extent possible, seek to have majority representation.

On an ancillary basis (i.e. up to 49% of the Net Asset Value of the Sub-Fund), the Sub-Fund may also invest in other assets such as money market instruments, bonds, cash, other real estate and other real estate related asset holding companies and companies engaged in property financing.

Investment Type

Real estate investments and investment in SPVs holding real estate assets, including controlling and non-controlling stakes in SPV holding companies.

Share Currency

Euro (EUR)

Share Classes

Investor Shares are denominated in Euros (the Share Currency) and fully paid up. The initial issue price of Investor Shares is one thousand Euros (EUR 1.000,-). Shareholders will receive Investor Shares corresponding to their funded Commitment from time to time divided by the initial issue price

Management Shares have been issued at incorporation of the Fund.

Conversion

Conversions will be processed in accordance with the general section of this Prospectus, subject to the General Partner's approval.

Conversion Fee

A Conversion Fee of 0.1% of the last available Net Asset Value of converted Investor Shares as of the date of conversion shall be applied, plus any third party intermediary fees, as applicable. The General Partner is entitled at its sole discretion to waive or reduce any of these fees.

Listing of Share Classes

The General Partner might at its sole discretion decide to list Investor Shares at any preferred stock exchange within the European Union. Non-admittance by the preferred stock exchange within the European Union due to any reason born by the General Partner to list the Investor Shares shall not cause invalidity of the remaining parts of this Prospectus and Sub-Fund Information Sheet.

Restrictions on Transfer of

With reference to section 5 and section 6 of this

Shares	Prospectus, no additional restrictions on the Transfer of Shares shall apply for this Sub-Fund.
Annual Valuation Day	31 December of each year. The first Annual Valuation Day is 31 December 2015. This is the day at which all real estate assets are valued by the Independent Valuer.
Specific Valuation Day	30 June of each year. The first Specific Valuation Day is 30 June 2016.
Publication Day of Net Asset Value	31 March of each year. The first Publication Day of Net Asset Value is 31 March 2016.
Monthly Net Asset Value	The Net Asset Value will be published within forty-five (45) calendar days after the end of each month. For the avoidance of doubt such day is not a Publication Day of Net Asset Value for the purpose of the definition provided above
Distribution Policy & Indemnity	<p>The General Partner shall have full discretion to effect distributions of income and capital gains and to decide on the method for distribution: in cash or in kind to shareholders of Investor Shares, should these approve such distribution in kind and to the shareholders of Management Shares and by way of dividends, amortization or reimbursement of Shares and/or fractions thereof.</p> <p>Without prejudice to the foregoing, it is the General Partner's current intention that income received by the Sub-Fund from investments (whether by way of interest income or dividends) will be distributed at least annually or more often but after payment of all fees, liabilities and expenses of the Sub-Fund or its pro-rata share of liabilities and expenses of the Fund without threatening the stability of the Sub-Fund or Fund.</p> <p>To protect the General Partner from future claims, should the General Partner and/or the Fund become the subject of a lawsuit, or to satisfy the Sub-Fund's or Fund's obligations on disposition of investments at a time when a significant part of the investments of the Sub-Fund have already been realized and distributed, Investor Shareholders hereby agree to indemnify the General Partner in relation to the same. Such indemnity shall be limited to the amount of Distributions received before the Liquidation Date.</p>
General Partner fee	0.825% per annum by calculating the average of the Net

Asset Value during the previous (3) three months and to be paid on a quarterly basis in arrears. The first payment of the General Partner fee will be on 31 December 2015.

AIFM fee

The remuneration of the AIFM is provided for in Appendix I of the Alternative Investment Fund Management Agreement and is calculated on a monthly basis with a minimum annual fee and up to a maximum percentage variable according to the amount of the Sub-Fund's assets under management.

Subscription fee

None.

Performance Period

Period from 1 January until 31 December of each year. The first Performance Period started on the first Closing Date and ended on 31 December 2017.

Performance Fee

The Performance Fee will be calculated on an annual basis during each Performance Period. Should the Total Return per share during any Performance Period be

- a) up to nineteen per cent (19%), the General Partner is not entitled to collect any Performance Fee, and
- b) up to twenty two per cent (22%), the General Partner is entitled to collect the Performance fee equal to thirty per cent (30%) of the difference between the actual Total Return and 9% multiplied by the Net Asset Value per share at the beginning of the Performance Period multiplied by the number of shares outstanding at the beginning of the Performance Period, and
- c) up to twenty five per cent (25%), the General Partner is entitled to collect the Performance Fee equal to the aggregate of sixty per cent (60%) of the difference between the Total Return and 12% plus 30% of the difference between 12% and 9% multiplied by the Net Asset Value per share at the beginning of the Performance Period multiplied by the number of shares outstanding at the beginning of the Performance Period, and
- d) more than twenty five per cent (25%), the General Partner is entitled to collect the Performance Fee equal the aggregate of ninety per cent (90%) from the Total Return less fifteen per cent (15%) plus sixty per cent (60%) of the difference between fifteen per cent (15%) and twelve per cent (12%) plus thirty per cent (30%) of the difference between twelve per cent (12%) and nine per cent (9%) multiplied by the Net Asset

Value per share at the beginning of the Performance Period multiplied by the number of shares outstanding at the beginning of the Performance Period.

The Total Return Per Share per Performance Period shall be calculated net after deduction of all costs and regular fees (including but not limited to the General Partner fee, Depositary fee, AIFM Fee, any Administration, Domiciliary Agent, Registrar and Transfer Agent fees) paid by the Fund or Sub-Fund. The Total Return per share per Performance Period shall be calculated by (the aggregation of any amounts paid to the Shareholders per share per Performance Period plus the change in Net Asset Value per share per Performance Period) divided by the Net Asset Value per share at the beginning of the respective Performance Period. The change of Net Asset Value per share per Performance Period will be calculated as following: $(\text{Net Asset Value } t+1) - (\text{Net Asset Value } t)$.

whereas (Net Asset Value t) is the Net Asset Value per share of the Sub-Fund at the beginning of the respective Performance Period, and

(Net Asset Value t+1) is the Net Asset Value per share of the Sub Fund at the end of the respective Performance Period, taking into account the effect of any payments made to Shareholders.

Should there be a Subsequent Closing on a day different than the beginning of the Performance Period and new Investor Shares will be issued, the Performance Period shall commence as of the date of the payment for these shares for the purpose of calculation of the Performance Fee related to these shares and:

- (i) any distribution attributable to these shares will be calculated on per annum basis, and
- (ii) for purpose of calculation of change of NAV per share, the NAV per share as of the issuance of shares shall be used

Performance fee is subject to High Watermark Regime. The use of a High Watermark (as described below) ensures that Shareholders will not be subject to a Performance Fee until any previous losses are recovered.

The Performance Fee will be accrued and taken into account in the calculation of the Net Asset Value per

Share on each Annual Valuation Day. The Performance Fee in respect of each Performance Period will be calculated by reference to the net asset value before the deduction of any accrued Performance Fee.

High Water Mark

The high water mark is the greater of: (i) the highest Net Asset Value per Share on Annual Valuation Day of any Performance Period; and (ii) the initial issue price of one hundred Euro (EUR 1,000) per Share; in each case decreased to take into account any distributions made.

Where an investor subscribes for Shares at a time when the Net Asset Value per Share is less than the high water mark then an adjustment is required to reduce inequalities that may otherwise result to the respective subscriber or to the General Partner. Where Shares are subscribed at a time when the Net Asset Value per Share is less than the high water mark, no Performance Fee will be accrued for existing shareholders until the high water mark has been recovered. However, new shareholders will be equally treated to the existing shareholders and have their shareholding amount decreased by an equivalent amount to the Performance Fee which will be applicable until the high water mark has been reached. After the high water mark has been achieved, the Performance Fee will be calculated and levied in the same manner as for all other Shares.

Depositary fee

In consideration for its services, the Depositary is entitled to receive out of the assets of the Sub-Fund a fee at an annual rate. The percentage and/or amount of the fee is subject to a separate agreement with the Depositary.

This fee will be determined on the basis of the gross assets of the Fund periodically on each Annual Valuation Day and will be payable quarterly based on the gross assets of the Sub-Fund. Any excess payment will be reimbursed at the end of the relevant quarter by the Depositary to the Fund.

Investment Committee exclusion

For the avoidance of doubt, the provisions of the general section of this Prospectus related to the Investment Committee shall not apply to this Sub-Fund. Neither the General Partner nor the AIFM shall be advised or required to obtain any advice or any approval of the Investment Committee with respect to the management of the Sub-Fund or any matter whatsoever.