

**MEMORIAL**

**Journal Officiel  
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Luxembourg**

**MEMORIAL**

**Amtsblatt  
des Großherzogtums  
Luxemburg**

**RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS**

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

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**SIGMA TAU AMERICA S.A., Société Anonyme.**  
Siège social: L-1724 Luxembourg, 19-21, boulevard du Prince Henri.  
R. C. Luxembourg B 52.949.

*Extrait du procès-verbal de l'assemblée générale des actionnaires tenue au siège social le 1<sup>er</sup> juin 2001*

*Première résolution*

L'assemblée des actionnaires décide de convertir le capital souscrit et libéré de la société de ITL 525.000.000,- (cinq cent vingt-cinq millions de Lires italiennes), représenté par 5.250 (cinq mille deux cent cinquante) actions d'une valeur nominale de ITL 100.000,- (cent mille Lires italiennes) par action, en euro, au cours de change fixe entre la Lire italienne et l'Euro, de sorte que le capital social s'établisse après conversion à EUR 271.139,87 (deux cent soixante et onze mille cent trente-neuf Euro et quatre-vingt-sept Cents), représenté par 5.250 (cinq mille deux cent cinquante) actions d'une valeur nominale de EUR 51,6456899087.

L'assemblée décide de tenir les comptes de la société dans la nouvelle devise du capital social et donne tous pouvoirs au conseil d'administration pour effectuer la conversion en euro au cours de change précité, et pour l'établissement d'un bilan d'ouverture de la société au 1<sup>er</sup> janvier 2001.

*Deuxième résolution*

L'assemblée des actionnaires décide d'augmenter la capital social souscrit à concurrence de EUR 17.610,13 (dix-sept mille six cent dix Euro et treize Cents), en vue de le porter de son montant actuel converti de EUR 271.139,87 (deux cent soixante-et-onze mille cent trente-neuf Euro et quatre-vingt-sept Cents) à EUR 288.750,- (deux cent quatre-vingt-huit mille sept cent cinquante Euro), sans émission d'actions nouvelles mais par la seule augmentation de la valeur nominale des 5.250 (cinq mille deux cent cinquante) actions existantes, pour porter celle-ci de EUR 51,6456899087 à EUR 55,-, à libérer par incorporation d'un montant de EUR 17.610,13 (dix-sept mille six cent dix Euro et treize Cents), à prendre sur les résultats reportés de la société au 31 décembre 2000.

*Troisième résolution*

L'assemblée des actionnaires décide de supprimer le capital autorisé existant et d'instaurer un nouveau capital autorisé de EUR 5.500.000,- (cinq millions cinq cent mille Euro), divisé en 100.000 (cent mille) actions d'une valeur nominale de EUR 55,- (cinquante-cinq Euro) chacune, avec pouvoir au conseil d'administration, pendant une période de cinq ans prenant fin le 31 mars 2006, à augmenter en une ou plusieurs fois le capital souscrit à l'intérieur des limites du capital autorisé.

Ces augmentations du capital peuvent être souscrites et émises sous forme d'actions avec ou sans prime d'émission, à libérer en espèces, en nature ou par compensation avec des créances certaines, liquides et immédiatement exigibles vis-à-vis de la société, ou même par incorporation de bénéfices reportés de réserves disponibles ou de primes d'émission, ainsi qu'il sera déterminé par le Conseil d'Administration.

*Quatrième résolution*

L'assemblée des actionnaires décide d'autoriser le Conseil d'Administration de déléguer tout administrateur, directeur, fondé de pouvoirs, ou toute autre personne dûment autorisée, pour recueillir les souscriptions et recevoir le paiement du prix des actions représentant tout ou partie de la ou des augmentations de capital et autorisation au Conseil d'Administration de faire constater authentiquement chaque augmentation du capital social et de faire adapter, en même temps, l'article 5 des statuts aux changements intervenus.

*Cinquième résolution*

L'assemblée des actionnaires décide, à la suite des résolutions qui précèdent, de modifier l'article 5 des statuts de la société, afin de leur donner la nouvelle teneur suivante :

**Art. 5.** La capital social souscrit de la société est fixé à EUR 288.750,- (deux cent quatre-vingt-huit mille sept cent cinquante Euro), représenté par 5.250 (cinq mille deux cent cinquante) actions d'une valeur nominale de EUR 55,- (cinquante-cinq Euro) chacune, entièrement souscrites et libérées.

Les actions sont nominatives ou au porteur, aux choix de l'actionnaire.

Le capital autorisé est fixé à EUR 5.500.000,- (cinq millions cinq cent mille Euro), divisé en 100.000 (cent mille) actions d'une valeur nominale de EUR 55,- (cinquante-cinq Euro) chacune.

Le capital autorisé et le capital souscrit de la société peuvent être augmentés ou réduits par décision de l'assemblée générale des actionnaires statuant comme en matière de modification des statuts.

Le Conseil d'Administration est autorisé, pendant une période de cinq ans prenant fin le 1<sup>er</sup> juin 2006, à augmenter en temps qu'il appartiendra le capital souscrit à l'intérieur des limites du capital autorisé. Ces augmentations du capital peuvent être souscrites et émises sous forme d'actions avec ou sans prime d'émission à libérer en espèces, en nature ou par compensation avec des créances certaines, liquides et immédiatement exigibles vis-à-vis de la société, ou même par incorporation de bénéfices reportés de réserves disponibles ou de primes d'émission, ainsi qu'il sera déterminé par le conseil d'administration. Le conseil d'administration peut déléguer tout administrateur, directeur, fondé de pouvoir, ou toute autre personne dûment autorisée pour recueillir les souscriptions et recevoir paiement du prix des actions représentant tout ou partie de cette augmentation de capital. Chaque fois que le conseil d'administration aura fait constater authentiquement une augmentation du capital souscrit, le présent article sera à considérer comme automatiquement adapté à la modification intervenue.

Pour extrait conforme

SIGMA TAU AMERICA S.A.

**SOCIETE EUROPEENNE DE BANQUE**

Société Anonyme

Banque domiciliataire

Signatures

Enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 39, case 4. – Reçu 500 francs.

Le Receveur (signé): J. Muller.

(38723/024/70) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 juin 2001.

**ALIMENTS DU SUD S.A., Société Anonyme.**

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

R. C. Luxembourg B 59.494.

Constituée suivant acte reçu par Maître Emile Schlessler, notaire de résidence à L-Luxembourg, en date du 4 juin 1997, publié au Mémorial C n° 492 du 10 septembre 1997;

Statuts modifiés en dernier lieu suivant acte reçu par Maître Emile Schlessler, notaire de résidence à L-Luxembourg, en date du 30 septembre 1997, publié au Mémorial C, n° 29 du 14 janvier 1998.

Il résulte du procès-verbal de la réunion du conseil d'administration qui s'est tenue le 27 avril 2001 à Luxembourg, que les décisions suivantes ont été prises à l'unanimité des voix:

1. Conversion de la devise du capital de LUF en EUR et suppression de la valeur nominale de LUF 1.000,- par action des 75.800 actions existantes et remplacement de celles-ci par 1.879 actions sans désignation de valeur nominale.

2. Augmentation du capital social de EUR 967,08 pour le porter de son montant actuel de EUR 1.879.032,92 à EUR 1.880.000,00 par incorporation de résultats reportés et émission d'une action nouvelle sans désignation de valeur nominale.

3. Fixation de la nouvelle valeur nominale de EUR 1.000,00 par action.

4. Adaptation de l'article 3 alinéa 1<sup>er</sup> pour lui donner la teneur suivante:

«le capital social est fixé à un million huit cent quatre-vingt mille euros (EUR 1.880.000,00), divisé en mille huit cent quatre-vingts (1.880) actions de mille euros (EUR 1.000,00) chacune.»

Luxembourg, le 18 mai 2001.

Pour la société ALIMENTS DU SUD S.A.

Signature

Enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 39, case 3. – Reçu 500 francs.

Le Receveur (signé): J. Muller.

(38817/622/26) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Siège social: L-2338 Luxembourg, 9, rue Plaetis.

R. C. Luxembourg B 78.373.

Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 35, case 10, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 20 juin 2001.

Signature.

(38822/000/10) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

**BANQUE HAPOALIM (LUXEMBOURG) S.A., Société Anonyme.**

Registered office: L-2449 Luxembourg, 18, boulevard Royal.

R. C. Luxembourg B 37.622.

*Minutes of the Annual General Meeting of shareholders of the company held at the registered office on 17th April, 2001*

The meeting was opened at 13.00 hour.

Mrs Dalia Kaizerman, Managing Director, residing at Luxembourg, being in the chair;

who appointed as secretary Mrs Rita Knott, Deputy Manager, residing at Bereldange.

The meeting elected as scrutinizer Mr Avner Kreimer, Deputy Manager, residing at Luxembourg, all hereby present and accepting.

The Board of the meeting having thus been constituted, the Chairman declared that:

I. The agenda of the meeting is the following:

1. To receive the reports of the Directors and Auditor for the year ending December 31, 2000.

2. To approve the accounts for the year ending December 31, 2000.

3. Appropriation of results.

4. To accept the resignation of Dr. S. Ravid as Director and Chairman of the Board of Directors, effective March 5, 2001.

5. To accept the resignation of Mr B. Bieber as Director, effective December 31, 2000.

6. Nomination of Mr J. Rozen as Director and Chairman of the Board of Directors.
7. Discharge to the Directors and Auditor.
8. Miscellaneous.

II. The shareholders present or represented, the proxies of the represented shareholders and the number of their shares are shown on an attendance list; this attendance list, signed by the shareholders, the proxies of the represented shareholders and the board of the meeting will remain annexed to the present minutes.

The proxies of the represented shareholders will also remain annexed to the present minutes.

III. The whole corporate share capital being present or represented at the present meeting and all the shareholders present or represented declaring that they have had due notice and got knowledge of the agenda prior to this meeting, no convening notices were necessary.

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

The chairman then gave lecture of the report of the Board of Directors and of the Auditors report for the year ending December 31, 2000.

A copy of both reports will remain annexed to the present minutes.

The chairman subsequently presented and gave lecture of the Balance sheet and profit and loss account for the year ending 31st December, 2000 closing with a profit of USD 761,804. The profit has to be allocated as follows: 5% to legal reserves, 95% shall be carried forward, according to the proposal of the Board of Directors Meeting held on 5th March, 2001.

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

*First resolution*

The meeting decides to adopt the balance sheet and profit and loss account as per 31 December 2000 presented by the Board of Directors and declares that a copy of both will remain annexed to the present minutes.

*Second resolution*

The meeting decides to accept the proposal of profit allocation for the year 2000.

*Third resolution*

The meeting decides to give discharge to the member of the Board of Directors and to the Auditor with respect to the performance by the member of the Board of Directors and by the Auditors of their mandated during the business year ending 31 December 2000.

*Fourth resolution*

All other points of the agenda are adopted.

There being no further business, the meeting is terminated at 13.45 hour.

Luxembourg, April 17, 2001.

*The Board of the Meeting*

D. Kaizerman / R. Knott / A. Kreimer

*Chairman / Secretary / Scrutineer*

Enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 38, case 7. – Reçu 500 francs.

*Le Receveur (signé): J. Muller.*

(38838/000/57) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

**BARING CEF INVESTMENTS II S.A., Société Anonyme.**

Siège social: L-1471 Luxembourg, 400, route d'Esch.

R. C. Luxembourg B 80.384.

Il résulte de la réunion du conseil d'administration de la société tenu en date du 26 avril 2001 que:

- la démission de Monsieur Peter Gillson de son poste d'administrateur a été acceptée avec effet immédiat;
- Monsieur Andrew Guille, administrateur de société, résidant à Elishama, rue de la Fosse, St Saviours, Guernsey GY7 9SU a été nommé administrateur de la société en remplacement de Monsieur Peter Gillson, avec effet immédiat; cette nomination sera ratifiée lors de la prochaine assemblée générale des actionnaires de la société.

En conséquence de ce qui précède, le Conseil d'Administration de la société est composé comme suit:

- Madame Connie Helyar;
- INTERNATIONAL PRIVATE EQUITY SERVICES LTD;
- Monsieur Andrew Guille.

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

Luxembourg, le 8 juin 2001.

Signature.

Enregistré à Luxembourg, le 13 juin 2001, vol. 554, fol. 16, case 9. – Reçu 500 francs.

*Le Receveur (signé): J. Muller.*

(38839/581/19) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

**ART CADE S.A., Société Anonyme.**

Siège social: L-4735 Pétange, 81, rue J.B. Gillardin.  
R. C. Luxembourg B 68.222.

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*Extrait du procès-verbal de l'Assemblée Générale Extraordinaire tenue à Pétange le 29 mai 2001*

Il résulte dudit procès-verbal que la démission de Monsieur Jean Tressel en tant qu'administrateur a été acceptée.  
Il résulte dudit procès-verbal que la nomination de Madame Renée Wagner Klein en tant qu'administrateur a été acceptée.

*Administrateur-délégué:*

- Monsieur Jean-François Mucherie, architecte, demeurant à F-78200 Mante La Jolie, 7, rue Denfert Rochereau.

*Administrateurs:*

- Monsieur Pascal Wagner, comptable, demeurant à L-3317 Bergem, 31, rue de l'Ecole;  
- Madame Renée Wagner-Klein, employée privée, demeurant à L-3317 Bergem, 31, rue de l'Ecole.

*Commissaire aux comptes:*

- INTERNATIONAL FINANCIAL AND MARKETING CONSULTING S.A., sise à L-4735 Pétange, 81, rue J.B. Gillardin.

Pétange, le 29 mai 2001.

*Pour la société*

*Signature*

Enregistré à Luxembourg, le 14 juin 2001, vol. 554, fol. 25, case 11. – Reçu 500 francs.

*Le Receveur (signé): J. Muller.*

(38826/762/23) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**ARTIVEST HOLDING S.A., Société Anonyme.**

Siège social: L-1118 Luxembourg, 19, rue Aldringen.  
R. C. Luxembourg B 73.933.

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Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 38, case 12, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 20 juin 2001.

*Pour HOOGEWERF & CIE*

*Agent Domiciliaire*

*Signature*

(38827/634/13) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CASTEL S.A., Société Anonyme.**

Siège social: L-1631 Luxembourg, 35, rue Glesener.  
R. C. Luxembourg B 45.716.

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Les comptes consolidés arrêtés au 31 décembre 1998, et le rapport de révision y relatif, enregistrés à Luxembourg, le 19 juin 2001, vol. 554, fol. 47, case 3, ont été déposés au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 15 juin 2001.

*Signature.*

(38880/802/11) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CASTEL S.A., Société Anonyme.**

Siège social: L-1631 Luxembourg, 35, rue Glesener.  
R. C. Luxembourg B 45.716.

—  
Les comptes consolidés arrêtés au 31 décembre 1999, et le rapport de révision y relatif, enregistrés à Luxembourg, le 19 juin 2001, vol. 554, fol. 47, case 3, ont été déposés au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 15 juin 2001.

*Signature.*

(38881/802/11) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**ABC, ARTS.FLEX-BUSINESS-CONSULTING, S.à r.l., Société à responsabilité limitée.**

Siège social: L-4141 Esch-sur-Alzette, 78/81, rue Victor Hugo.

R. C. Luxembourg B 78.801.

Constituée aux termes d'un acte reçu par Maître Francis Kessler, notaire de résidence à Esch-sur-Alzette, en date du 9 novembre 2000, en voie de publication au Mémorial.

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EXTRAIT

Il résulte d'un acte reçu par Maître Francis Kessler, notaire prénommé, en date du 13 juin 2001, enregistré à Esch-sur-Alzette, le 14 juin 2001, vol. 868, fol. 98, case 1,  
que les associés ont pris la résolution suivante:

*Seule et unique résolution*

L'assemblée décide de transférer le siège social de la société de L-3515 Dudelage, 80, route de Luxembourg à L-4141 Esch-sur-Alzette, 78/81, rue Victor Hugo, de sorte que l'article quatre (4) - première (1<sup>re</sup>) phrase des statuts a dorénavant la teneur suivante:

**Art. 4. 1<sup>re</sup> phrase.** «Le siège de la société est établi à Esch-sur-Alzette.»

Esch-sur-Alzette, le 18 juin 2001.

Pour extrait conforme

F. Kessler

Notaire

(38828/219/21) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**ABC, ARTS.FLEX-BUSINESS-CONSULTING, S.à r.l., Société à responsabilité limitée.**

Siège social: L-4141 Esch-sur-Alzette, 78/81, rue Victor Hugo.

R. C. Luxembourg B 78.801.

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Statuts coordonnés, suite à une assemblée générale extraordinaire, reçue par Maître Francis Kessler, notaire de résidence à Esch-sur-Alzette, en date du 13 juin 2001, déposés au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Esch-sur-Alzette, le 18 juin 2001.

F. Kessler

Notaire

(38829/219/12) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Siège social: L-1471 Luxembourg, 398, route d'Esch.

R. C. Luxembourg B 65.997.

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EXTRAIT

Il résulte du procès-verbal sous seing privé en date du 30 avril 2001, enregistré à Luxembourg, le 8 juin 2001, vol. 553, vol. 99, case 12, que suite à une décision de l'assemblée générale des actionnaires et dans le cadre de la loi du 10 décembre 1998, la devise d'expression du capital social a été convertie de francs luxembourgeois en euros avec effet au 6 avril 2001, et que la rubrique capital a désormais la teneur suivante:

Le capital social est fixé à EUR 12.394,68 (douze mille trois cent quatre-vingt-quatorze euros et soixante-huit cents), divisé en 50 (cinquante) parts sociales de EUR 247,89 (deux cent quarante-sept euros et quatre-vingt-neuf cents) chacune.

Le siège social a en outre été transféré au L-1471 Luxembourg, 398, route d'Esch.

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

Luxembourg, le 19 juin 2001.

Pour la Société

Signature

(38848/211/19) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Siège social: L-1471 Luxembourg, 398, route d'Esch.

R. C. Luxembourg B 65.997.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

(38849/211/8) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**ASSAINISSEMENT URBAIN JEAN-PIERRE FEIDERT ET COMPAGNIE S.A., Société Anonyme.**

Siège social: L-1130 Luxembourg, 69-71, rue d'Anvers.  
R. C. Luxembourg B 7.323.

—  
Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 19 juin 2001, vol. 554, fol. 45, case 6, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 20 juin 2001.

Signature

*Un mandataire*

(38830/000/12) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**ASSAINISSEMENT URBAIN JEAN-PIERRE FEIDERT ET COMPAGNIE S.A., Société Anonyme.**

Siège social: L-1130 Luxembourg, 69-71, rue d'Anvers.  
R. C. Luxembourg B 7.323.

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*Extrait des résolutions de l'Assemblée Générale Ordinaire des actionnaires tenue en date du 13 juin 2001 à 15.00 heures*

*Décisions*

Après délibération, l'Assemblée, à l'unanimité, a décidé:

- d'approuver le rapport de gestion du conseil d'administration et le rapport du réviseur relatifs à l'exercice clôturant au 31 décembre 2000;

- d'approuver les comptes annuels pour l'exercice social se terminant le 31 décembre 2000.

L'exercice clôture avec un bénéfice de LUF 15.284.522,-.

- d'affecter les résultats tel que proposé dans le rapport du conseil d'administration, soit:

- Report à nouveau de ..... 15.284.522,- LUF

- d'accorder décharge par vote spécial aux administrateurs, au commissaire aux comptes et au réviseur de la société pour l'exécution de leurs mandats respectifs jusqu'au 31 décembre 2000;

- de reconduire les administrateurs et le réviseur dans leur mandats jusqu'à l'assemblée générale ordinaire des actionnaires statuant sur les comptes de l'année 2001.

Pour extrait conforme

Pour publication

Signature

*Un mandataire*

Enregistré à Luxembourg, le 19 juin 2001, vol. 554, fol. 45, case 6. – Reçu 500 francs.

Le Receveur (signé): J. Muller.

(38831/000/25) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**AUBIN S.A., Société Anonyme Holding.**

Siège social: Luxembourg, 5, boulevard de la Foire.  
R. C. Luxembourg B 39.007.

—  
Le bilan et l'annexe au 31 décembre 2000, ainsi que les autres documents et informations qui s'y rapportent, enregistrés à Luxembourg, le 18 juin 2001, vol. 554, fol. 35, case 4, ont été déposés au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

*Extrait des résolutions prises par l'assemblée générale ordinaire du 5 juin 2001*

Sont nommés administrateurs, leurs mandats prenant fin lors de l'assemblée générale ordinaire statuant sur les comptes annuels au 31 décembre 2001:

- Monsieur John Seil, licencié en sciences économiques appliquées, demeurant à Contern, Président;

- Monsieur Henri Grisius, licencié en sciences économiques appliquées, demeurant à Luxembourg;

- Monsieur Luc Hansen, licencié en administration des affaires, demeurant à Kehlen.

Est nommée commissaire aux comptes, son mandat prenant fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2001:

- AUDIEX S.A., Aociété Anonyme, 57, avenue de la Faïencerie, L-1510 Luxembourg.

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

Luxembourg, le 19 juin 2001.

Signature.

(38835/534/20) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**ASSIDOMÄN REINSURANCE, Société Anonyme.**

Siège social: Luxembourg, 11, rue Beaumont.  
R. C. Luxembourg B 23.613.

Les comptes annuels au 31 décembre 2000, tels qu'approuvés par l'assemblée générale ordinaire des actionnaires et enregistrés à Luxembourg, le 12 juin 2001, vol. 554, fol. 14, case 1, ont été déposés au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 19 juin 2001.

*Pour la société ASSIDOMÄN REINSURANCE S.A.*

SINSER (LUXEMBOURG), S.à r.l.

Signature

(38833/682/14) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**ASSIDOMÄN REINSURANCE, Société Anonyme.**

Siège social: Luxembourg, 11, rue Beaumont.  
R. C. Luxembourg B 23.613.

*Comptes 2000*

*Assemblée Générale 2001*

*Conseil d'Administration*

Monsieur Per Sjölander, Risk Manager de AssiDomän AB, demeurant à Stockholm, Suède;  
Monsieur Sven Eric Lundström, Vice President of AssiDomän AB, demeurant à Örebro, Suède;  
Monsieur Tony Nordblad, Managing Director de SINSER (LUXEMBOURG), S.à r.l., demeurant à Luxembourg, 11, rue Beaumont.

*Réviseur d'entreprises*

KPMG AUDIT.

*Extrait du procès-verbal de l'assemblée générale du 3 mai 2001*

L'assemblée générale du 3 mai 2001 a réélu comme administrateur Messieurs Sven Eric Lundström, Per Sjölander et Tony Nordblad. Le mandat des administrateurs prendra fin immédiatement après l'assemblée générale qui statuera sur l'exercice 2001.

KPMG AUDIT, LUXEMBOURG, a été réélu comme Réviseur d'entreprise. Son mandat prendra fin après l'Assemblée générale qui statuera sur l'exercice 2001.

*Pour ASSIDOMÄN REINSURANCE S.A.*

SINSER (LUXEMBOURG), S.à r.l.

Signature

Enregistré à Luxembourg, le 12 juin 2001, vol. 554, fol. 14, case 1. – Reçu 500 francs.

*Le Receveur (signé): J. Muller.*

(38832/682/26) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Siège social: Esch-sur-Alzette.  
R. C. Luxembourg B 61.286.

Le bilan au 31 décembre 1997, enregistré à Esch-sur-Alzette, le 1<sup>er</sup> octobre 1999, vol. 314, fol. 33, case 1/1, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Signature.

(38893/000/10) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Siège social: Esch-sur-Alzette.  
R. C. Luxembourg B 61.286.

Le bilan au 31 décembre 1998, enregistré à Esch-sur-Alzette, le 1<sup>er</sup> octobre 1999, vol. 314, fol. 33, case 1/2, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Signature.

(38892/000/10) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Siège social: L-1320 Luxembourg, 22, rue de Cessange.  
R. C. Luxembourg B 36.954.

Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 28, case 7, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

*Pour compte de BATICHIMIE, S.à r.l.*

FIDUPLAN S.A.

(38840/752/11) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BAUMASCHINEN VERMIETUNG & SERVICE LUX-(BVS) S.A., Société Anonyme.**

Siège social: L-1320 Luxembourg, 20, rue de Cessange.  
R. C. Luxembourg B 54.497.

Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 28, case 7, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

*Pour compte de BVS S.A.*

FIDUPLAN S.A.

(38841/752/11) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BCP SOFTWARE, S.à r.l., Société à responsabilité limitée.**

Siège social: L-1512 Luxembourg, 7, rue Federspiel.  
R. C. Luxembourg B 59.624.

Le bilan au 31 décembre 1999, enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 34, case 4, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 19 juin 2001.

*Pour BCP SOFTWARE, S.à r.l.*

CENTRE ARISTOTE

Signature

(38844/713/13) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BBL RENTA FUND, Société d'Investissement à Capital Variable.**

Siège social: L-1470 Luxembourg, 52, route d'Esch.  
R. C. Luxembourg B 29.732.

Le bilan au 31 mars 2001, enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 28, case 11, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 12 juin 2001.

BBL RENTA FUND

Signatures

(38842/017/12) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BBL RENTA FUND, Société d'Investissement à Capital Variable.**

Siège social: L-1470 Luxembourg, 52, route d'Esch.  
R. C. Luxembourg B 29.732.

*Extrait du procès-verbal de l'Assemblée Générale Ordinaire du 12 juin 2001*

*Dividendes*

L'Assemblée décide que les acomptes sur dividende distribués à partir du 26 avril 2001 constituent les dividendes pour l'exercice qui s'est clôturé le 31 mars 2001.

	Coupon n°	Montant
BBL RENTA FUND INTERNATIONAL CLASSE 1	36	15,60 EUR
BBL RENTA FUND WORLD	12	13,10 EUR
BBL RENTA FUND DOLLAR	12	14,60 USD

BBL RENTA FUND YEN	12	900,00 JPY
BBL RENTA FUND BELGIAN GOVERNMENT EURO	9	87,00 EUR
BBL RENTA FUND CANADIAN DOLLAR	8	53,50 CAD
BBL RENTA FUND CORPORATE EURO	7	69,00 EUR
BBL RENTA FUND AUSTRALIAN DOLLAR	6	151,00 AUD
BBL RENTA FUND DANSKE KRONE	6	530,00 DKK
BBL RENTA FUND OBLI-CASH EURO	6	44,50 EUR
BBL RENTA FUND OBLI-CASH MULTI RATES EURO	6	44,50 EUR
BBL RENTA FUND OBLI-CASH USD	5	73,50 USD
BBL RENTA FUND OBLI-CASH CHF	5	30,00 CHF
BBL RENTA FUND OBLI-CASH GBP	5	52,00 GBP
BBL RENTA FUND OBLI-CASH CAD	5	99,00 CAD
BBL RENTA FUND ASIAN CURRENCIES	5	145,00 USD
BBL RENTA FUND EURO	4	48,50 EUR
BBL RENTA FUND GBP	4	71,00 GBP
BBL RENTA FUND SEK	3	600,00 SEK
BBL RENTA FUND CORPORATE USD	3	136,00 USD
BBL RENTA FUND GRD	3	102,80 EUR
BBL RENTA FUND NOK	2	330,00 NOK
BBL RENTA FUND CZK	2	3.500,00 CZK
BBL RENTA FUND ZAR	2	830,00 ZAR

et de mettre en paiement un acompte sur dividende de EUR 61,97 pour les compartiments BBL RENTA FUND OBLI-FIX DISTRI 2006, contre remise du coupon n° 5, et de EUR 61,97 pour BBL RENTA FUND OBLI-FIX DISTRI 2005 contre remise du coupon n° 4, à partir du 30 mars 2001.

Il est proposé que ces acomptes constituent le dividende final pour l'exercice qui s'est clôturé le 31 mars 2001.

*Conseil d'Administration*

Démission en tant qu'administrateur de Monsieur Philippe Dembour en date du 1<sup>er</sup> octobre 2000, et de M. Michel F. Cleenewerck de Crayencour en date du 1<sup>er</sup> mars 2001.

Nomination en tant qu'administrateur de M. Eric Orlans en remplacement de Monsieur Philippe Dembour.

Reconduction du mandat des administrateurs sortants, MM. Eugène Muller, Elmar Baert, Odilon De Groote et la Société ING ASSET MANAGEMENT (FRANCE).

*Réviseur*

Reconduction de mandat de la société ERNST & YOUNG, rue Richard Coudenhove Kalergi à Luxembourg.

Les mandats prendront fin à l'issue de l'Assemblée Générale Ordinaire qui statuera sur les comptes de l'exercice, arrêtés au 31 mars 2002.

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

Luxembourg, le 12 juin 2001.

BBL RENTA FUND

Signatures

Enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 28, case 11. – Reçu 500 francs.

*Le Receveur (signé): J. Muller.*

(38843/017/55) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

**EUROTRUST S.A., Société Anonyme.**

Siège social: L-2520 Luxembourg, 33, allée Scheffer.

R. C. Luxembourg B 23.090.

Il résulte du procès-verbal de la Réunion du Conseil d'Administration du 29 mai 2001 qu'en suite de la résolution n° 1 prise lors de la réunion du 17 novembre 2000 portant la nomination de M. Claude Schmit à la fonction d'Administrateur-Délégué investi des pouvoirs de gestion journalière, les Administrateurs ont arrêté que la société sera dorénavant engagée valablement comme suit:

- la signature conjointe de deux administrateurs dont l'un doit être obligatoirement l'administrateur-délégué ou
- la seule signature de l'administrateur-délégué pour les actes relevant de la gestion journalière.

Luxembourg, le 29 mai 2001.

*Pour le Conseil d'Administration*

Signature

Enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 40, case 10. – Reçu 500 francs.

*Le Receveur (signé): J. Muller.*

(38950/000/17) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

**BELAIR LOTISSEMENTS S.A., Société Anonyme.**

Siège social: L-1474 Luxembourg, 5, sentier de l'Espérance.  
R. C. Luxembourg B 35.014.

Suivant lettre du 31 mai 2001, M. Edouard Lux démissionne de son mandat d'administrateur-délégué avec effet immédiat.

M. Edouard Lux garde toutefois son mandat d'administrateur.

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

*Pour la société*

FIDUCIAIRE WEBER & BONTEMPS, S.à r.l.

Enregistré à Luxembourg, le 19 juin 2001, vol. 554, fol. 45, case 12. – Reçu 500 francs.

Le Releveur (signé): J. Muller.

(38846/592/14) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

**BERGILUX HOLDING S.A., Société Anonyme Holding.**

Siège social: L-1724 Luxembourg, 9B, boulevard du Prince Henri.  
R. C. Luxembourg B 60.604.

Les comptes annuels aux 31 décembre 2000 et 1999, enregistrés à Luxembourg, le 19 juin 2001, vol. 554, fol. 43, case 10, ont été déposés au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

*Extrait du procès-verbal de l'assemblée générale ordinaire du 2 mars 2001*

*Conseil d'Administration*

L'assemblée générale a décidé d'accepter la démission de M. Vermesse Eric de son mandat d'administrateur et de nommer M. Vryens Jean-François, demeurant à B-1160 Bruxelles, rue du Vieux Moulin 66, comme nouvel administrateur de la société et ce jusqu'à l'assemblée générale statuant sur les comptes se terminant au 31 décembre 2002.

Suite à cette décision le Conseil d'Administration en fonction pendant l'exercice 2001 est composé comme suit:

- Mangen Fons, Réviseur d'Entreprises, 147, rue de Warken, L-9088 Ettelbruck;
- Reuter-Bonert Carine, Employée Privée, 5, rue des Champs, L-3332 Fennange;
- Santino Jo, Administrateur de Sociétés, 119, rue des Nations-Unies, B-4432 Ans;
- Vryens Jean-François, Administrateur de Sociétés, rue du Vieux Moulin 66, B-1160 Bruxelles.

*Commissaire aux Comptes*

Le Commissaire aux Comptes en fonction pendant l'exercice 2001 est M. Maqua Dominique, Comptable, demeurant à 2, rue Grande, B-6767 Torgny.

*Répartition du résultat de l'exercice*

Pour l'exercice se terminant au 31 décembre 2000 la répartition bénéficiaire a été comme suit:

- Allocation à la réserve légale .....	9.239,18 EUR
- Report à nouveau .....	175.544,46 EUR
	184.783,64 EUR

F. Mangen

*Administrateur*

(38847/750/29) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

**CRAM S.A., Société Anonyme.**

Siège social: L-1528 Luxembourg, 5, boulevard de la Foire.  
R. C. Luxembourg B 71.157.

L'an deux mille un, le premier juin.

Par-devant Maître Edmond Schroeder, notaire de résidence à Mersch.

S'est réunie l'Assemblée Générale Extraordinaire des actionnaires de la société anonyme CRAM S.A., avec siège social à Luxembourg, constituée suivant acte reçu par Maître Réginald Neuman, notaire de résidence à Luxembourg, en date du 26 juillet 1999, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 812 du 2 novembre 1999.

Les statuts ont été modifiés en dernier lieu suivant acte reçu par Maître Réginald Neuman, notaire de résidence à Luxembourg, en date du 20 septembre 1999, publié au Mémorial C, Recueil des Sociétés et Associations, en date du 1<sup>er</sup> décembre 1999, numéro 912.

La séance est ouverte sous la présidence de Monsieur John Seil, licencié en sciences économiques appliquées, demeurant à Contern.

Le Président désigne comme secrétaire Madame Manuela Bosquee, employée privée, demeurant à Arlon (B).

L'assemblée élit comme scrutateur Madame Vania Baravini, employée privée, demeurant à Esch-sur-Alzette.

Le Président déclare et prie le notaire d'acter:

I.- Que les actionnaires présents ou représentés ainsi que le nombre d'actions qu'ils détiennent sont renseignés sur une liste de présence, signée par le Président, le secrétaire, le scrutateur et le notaire instrumentaire.

Ladite liste de présence ainsi que, le cas échéant, les procurations des actionnaires représentés resteront annexées au présent acte pour être soumises avec lui aux formalités de l'enregistrement.

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

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

*Ordre du jour:*

1. Changement de l'exercice social du 30 juin au 31 décembre et pour la première fois en 2000.

2. Modification de l'article 19 des statuts, pour lui donner la teneur suivante:

«**Art. 19.** L'année sociale commence le premier janvier et finit le trente et un décembre de chaque année.

Le conseil d'administration établit les comptes annuels tels que prévus par la loi.

Il remet ces pièces avec un rapport sur les opérations de la société un mois au moins avant l'assemblée générale ordinaire au(x) commissaire(s).»

3. Changement de la date de l'assemblée générale annuelle du deuxième lundi du mois de novembre à 14.00 heures au deuxième lundi du mois de juillet à 14.00 heures et pour la première fois en 2001.

4. Modification de l'article 16 des statuts, pour lui donner la teneur suivante:

«**Art. 16.** L'assemblée générale annuelle se réunit dans la commune du siège social, à l'endroit indiqué dans la convocation, le deuxième lundi du mois de juillet à 14.00 heures.

Si la date de l'assemblée tombe sur un jour férié, elle se réunit le premier jour ouvrable qui suit.»

Ces faits exposés et reconnus exacts par l'assemblée, cette dernière a pris à l'unanimité des voix, les résolutions suivantes:

*Première résolution*

L'assemblée décide de changer la date de clôture de l'exercice social du 30 juin au 31 décembre. L'exercice social qui a commencé le 1<sup>er</sup> juillet 2000 a été clôturé le 31 décembre 2000.

*Deuxième résolution*

L'assemblée décide de modifier l'article 19 des statuts, pour lui donner la teneur suivante:

«**Art. 19.** L'année sociale commence le premier janvier et finit le trente et un décembre de chaque année. Le conseil d'administration établit les comptes annuels tels que prévus par la loi.

Il remet ces pièces avec un rapport sur les opérations de la société un mois au moins avant l'assemblée générale ordinaire au(x) commissaire(s).»

*Troisième résolution*

L'assemblée décide de changer la date de l'assemblée générale annuelle du deuxième lundi du mois de novembre à 14.00 heures au deuxième lundi du mois de juillet à 14.00 heures et pour la première fois en 2001.

*Quatrième résolution*

L'assemblée décide de modifier l'article 16 des statuts, pour lui donner la teneur suivante:

«**Art. 16.** L'assemblée générale annuelle se réunit dans la commune du siège social, à l'endroit indiqué dans la convocation, le deuxième lundi du mois de juillet à 14.00 heures.

Si la date de l'assemblée tombe sur un jour férié, elle se réunit le premier jour ouvrable qui suit.»

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

Dont acte, fait et passé à Luxembourg, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée aux comparants, tous connus du notaire par leurs nom, prénom, état et demeure, les comparants ont tous signé avec Nous, notaire, le présent acte.

Signé: J. Seil, M. Bosquee, V. Baravini, E. Schroeder.

Enregistré à Mersch, le 7 juin 2001, vol. 418, fol. 26, case 2. – Reçu 500 francs.

*Le Receveur ff. (signé): E. Weber.*

Pour expédition conforme, délivrée aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Mersch, le 18 juin 2001

E. Schroeder.

(38908/228/68) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

**CRAM S.A., Société Anonyme.**

Siège social: L-1528 Luxembourg, 5, boulevard de la Foire.

R. C. Luxembourg B 71.157.

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

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

Mersch, le 18 juin 2001.

E. Schroeder.

(38909/228/9) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Siège social: L-1471 Luxembourg, 398, route d'Esch.  
R. C. Luxembourg B 65.984.

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EXTRAIT

Il résulte du procès-verbal sous seing privé en date du 30 avril 2001, enregistré à Luxembourg, le 8 juin 2001, vol. 553, vol. 99, case 12, que suite à une décision de l'assemblée générale des actionnaires et dans le cadre de la loi du 10 décembre 1998, la devise d'expression du capital social a été convertie de francs luxembourgeois en euros avec effet au 6 avril 2001, et que la rubrique capital a désormais la teneur suivante:

Le capital social est fixé à EUR 12.394,68 (douze mille trois cent quatre-vingt-quatorze euros et soixante-huit cents), divisé en 50 (cinquante) parts sociales de EUR 247,89 (deux cent quarante-sept euros et quatre-vingt-neuf cents) chacune.

Le siège social a en outre été transféré au L-1471 Luxembourg, 398, route d'Esch.

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

Luxembourg, le 19 juin 2001.

*Pour la Société*

Signature

(38850/211/19) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Siège social: L-1471 Luxembourg, 398, route d'Esch.  
R. C. Luxembourg B 65.984.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

(38851/211/8) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BL, Société d'Investissement à Capital Variable.**

Siège social: L-2449 Luxembourg, 14, boulevard Royal.  
R. C. Luxembourg B 45.243.

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Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 19 juin 2001, vol. 554, fol. 43, case 7, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

*Pour le Conseil d'Administration*

N. Uhl

(38858/007/11) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BELPOLIS BENELUX S.A., Société Anonyme,  
enseigne commerciale M.C.T.**

Siège social: L-1150 Luxembourg, 72, route d'Arlon.  
R. C. Luxembourg B 70.274.

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L'an deux mille un, le onze juin.

Par-devant Maître Alphonse Lentz, notaire de résidence à Remich (Grand-Duché de Luxembourg).

S'est réunie l'Assemblée Générale Extraordinaire des actionnaires de la société anonyme BELPOLIS BENELUX S.A., avec siège social à Luxembourg, 72, route d'Arlon, constituée suivant acte reçu par le notaire instrumentant en date du 21 juin 1999, publié au Mémorial C, Recueil numéro 644 du 25 août 1999 et inscrite au registre de commerce sous le numéro 70.274.

L'assemblée est ouverte sous la présidence de Monsieur Guy Hermans, économiste, demeurant à Luxembourg.

Monsieur le Président désigne comme secrétaire Mademoiselle Valérie Nippert, employée privée, demeurant à Kayl.

L'assemblée choisit comme scrutateur Monsieur Jim Brimeyer, employé privé, demeurant à Waldbredimus.

Le bureau ainsi constitué, Monsieur le Président expose et prie le notaire instrumentaire d'acter:

I. Que les actionnaires présents ou représentés, les mandataires des actionnaires représentés, ainsi que le nombre d'actions qu'ils détiennent, sont indiqués sur une liste de présence signée par les actionnaires présents, les mandataires des actionnaires représentés, ainsi que par les membres du bureau et le notaire instrumentaire. Ladite liste de présence ainsi que les procurations des actionnaires représentés resteront annexées au présent acte pour être soumises avec lui aux formalités de l'enregistrement.

II. Que l'intégralité du capital social étant présente ou représentée à la présente assemblée, il a pu être fait abstraction des convocations d'usage, les actionnaires présents ou représentés se reconnaissent dûment convoqués et déclarant par ailleurs avoir eu connaissance de l'ordre du jour qui leur a été communiqué au préalable.

III. Que la présente Assemblée Générale Extraordinaire a pour ordre du jour:

*Ordre du jour:*

1) Changement de la dénomination de la société de BELPOLIS BENELUX S.A. en BELPOLIS BENELUX S.A., agissant aussi sous l'enseigne commerciale de M.C.T. et modification de l'article 1<sup>er</sup>, paragraphe 1<sup>er</sup> des statuts.

2) Remplacement du premier alinéa à l'article 2 des statuts concernant l'objet social de la société, alinéa qui aura la teneur suivante:

'**Art. 2, alinéa 1<sup>er</sup>.** La société a pour but le commerce et la promotion de biens de consommation non alimentaires (NACE-LUX 51.4), la construction de bâtiments (NACE-LUX 45.211) et la réalisation de charpentes et de couvertures (NACE-LUX 45.22).'

3) Modification de l'article 6 des statuts pour lui donner la teneur suivante:

'Le conseil d'administration peut déléguer tout ou partie de ses pouvoirs à un ou plusieurs administrateurs, directeurs, gérants ou autres agents.

La société se trouve engagée par la signature conjointe de deux administrateurs ou par la signature individuelle de l'administrateur-délégué.'

4) Acceptation de la démission d'un administrateur et nomination d'un nouvel administrateur.

5) Autorisation au conseil d'administration de désigner un administrateur-délégué.

6) Divers.

Ces faits exposés et reconnus exacts par l'assemblée, cette dernière, après délibération, a pris les résolutions suivantes:

*Première résolution*

L'assemblée décide de changer la dénomination de la société de BELPOLIS BENELUX S.A. en BELPOLIS BENELUX S.A., agissant aussi sous l'enseigne commerciale de M.C.T. et modification subséquente de l'article 1<sup>er</sup>, paragraphe 1<sup>er</sup> des statuts.

**Art. 1<sup>er</sup>, paragraphe 1<sup>er</sup>.** Il est formé, entre les parties comparantes, qui seront actionnaires de la société, une société anonyme sous la dénomination de BELPOLIS BENELUX S.A., agissant aussi sous l'enseigne commerciale de M.C.T.

*Deuxième résolution*

L'assemblée décide de remplacer le premier alinéa à l'article 2 des statuts concernant l'objet social de la société, alinéa qui aura la teneur suivante:

'**Art. 2, alinéa 1<sup>er</sup>.** La société a pour but le commerce et la promotion de biens de consommation non alimentaires (NACE-LUX 51.4), la construction de bâtiments (NACE-LUX 45.211) et la réalisation de charpentes et de couvertures (NACE-LUX 45.22).'

*Troisième résolution*

L'assemblée décide de modifier l'article 6 des statuts.

Suite à cette décision, l'article 6 des statuts aura désormais la teneur suivante:

'**Art. 6.** Le conseil d'administration peut déléguer tout ou partie de ses pouvoirs à un ou plusieurs administrateurs, directeurs, gérants ou autres agents.

La société se trouve engagée par la signature conjointe de deux administrateurs ou par la signature individuelle de l'administrateur-délégué.'

*Quatrième résolution*

L'assemblée accepte la démission de Monsieur Lucien Voet, expert-comptable, demeurant à L-1150 Luxembourg, 72, route d'Arlon, du poste d'administrateur de la société avec effet immédiat et l'assemblée lux donne décharge pour l'exécution de son mandat jusqu'à ce jour.

L'assemblée nomme en remplacement de l'administrateur démissionnaire Monsieur Christian Peret, employé privé, demeurant à B-1480 Tubize, 14/2, rue Ernest Simonet. Le nouvel administrateur terminera le mandat de son prédécesseur.

*Cinquième résolution*

L'assemblée autorise le conseil d'administration à désigner un administrateur-délégué en la personne de Monsieur Christian Peret, prénommé, avec pouvoir d'engager la société sous sa seule signature suivant article 6 des statuts.

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

Dont acte, fait et passé à Remich, date qu'en tête des présentes.

Et après lecture faite aux comparants, tous connus du notaire par leurs nom, prénom usuel, état et demeure, lesdits comparants ont signé avec Nous, notaire, la présente minute.

Signé: G. Hermans, V. Nippert, J. Brimeyer, A. Lentz.

Enregistré à Remich, le 13 juin 2001, vol. 464, fol. 71, case 11. – Reçu 500 francs.

Le Receveur (signé): Molling.

Pour copie conforme délivrée à la demande de la prédite société, sur papier libre, aux fins de la publication au Mémorial C.

Remich, le 15 juin 2001.

A. Lentz.

(38852/221/84) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

**BELPOLIS BENELUX S.A., Société Anonyme.**

Siège social: L-1150 Luxembourg, 72, route d'Arlon.  
R. C. Luxembourg B 70.274.

Les statuts coordonnés de la société ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Remich, le 15 juin 2001.

A. Lentz.

(38853/221/9) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BL ASSET MANAGEMENT S.A., Société Anonyme.**

Siège social: L-2449 Luxembourg, 14, boulevard Royal.  
R. C. Luxembourg B 23.959.

Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 19 juin 2001, vol. 554, fol. 43, case 7, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

*Pour le Conseil d'Administration*

N. Uhl

(38859/007/11) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BNP PARIBAS LUXEMBOURG, Société Anonyme.**

Siège social: L-2093 Luxembourg, 10A, boulevard Royal.  
R. C. Luxembourg B 6.754.

La liste des Signatures Autorisées datée juin 2001, enregistrée à Luxembourg, le 15 juin 2001, vol. 554, fol. 32, case 6, a été déposée au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

La liste annule et remplace toutes les listes des Signatures Autorisées déposées antérieurement.

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

BNP PARIBAS LUXEMBOURG

A. Kayser / P. Schneider

(38860/009/12) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BRUPHI S.A., Société Anonyme Holding.**

Siège social: Luxembourg, 23, avenue de la Porte-Neuve.  
R. C. Luxembourg B 64.269.

Les comptes annuels au 31 décembre 2000, enregistrés à Luxembourg, le 15 juin 2001, vol. 554, fol. 32, case 6, ont été déposés au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

FIDUPAR

Signatures

(38866/009/11) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BRUPHI S.A., Société Anonyme Holding.**

Siège social: Luxembourg, 23, avenue de la Porte-Neuve.  
R. C. Luxembourg B 64.269.

*Extrait du procès-verbal de l'Assemblée Générale Statutaire qui s'est tenue le 11 avril 2001 à 16.00 heures à Luxembourg*

Les mandats des Administrateurs et du Commissaire aux Comptes viennent à échéance à la présente assemblée.

L'Assemblée Générale décide à l'unanimité de renouveler les mandats des Administrateurs et du Commissaire aux Comptes pour un terme venant à échéance à l'Assemblée Générale Statutaire approuvant les comptes du 31 décembre 2001.

Pour copie conforme

Signature / Signature

Administrateur / Administrateur

Enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 32, case 6. – Reçu 500 francs.

Le Receveur (signé): J. Muller.

(38865/009/16) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BRIXIA INTERNATIONAL S.A., Société Anonyme.**

Siège social: L-1637 Luxembourg, 12, rue Goethe.  
R. C. Luxembourg B 47.204.

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Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 39, case 7, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 20 juin 2001.

(38863/065/10) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BROFLET S.A., Société Anonyme.**

Siège social: L-1512 Luxembourg, 7, rue Federspiel.  
R. C. Luxembourg B 31.076.

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Le bilan au 31 décembre 1999, enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 34, case 4, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 19 juin 2001.

Pour BROFLET S.A.

CENTRE ARISTOTE

Signature

(38864/713/13) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CAMY TRANSPORTS, S.à r.l., Société à responsabilité limitée.**

Siège social: L-1417 Luxembourg, 6, rue Dicks.  
R. C. Luxembourg B 66.308.

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Le bilan au 31 décembre 1999 approuvé par l'Assemblée Générale du 2 mars 2001, enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 36, case 7, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Signature.

(38869/717/10) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CAMY TRANSPORTS, S.à r.l., Société à responsabilité limitée.**

Siège social: L-1417 Luxembourg, 6, rue Dicks.  
R. C. Luxembourg B 66.308.

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*Extrait des résolutions adoptées par les associés en date du 2 mars 2001*

Les comptes sociaux au 31 décembre 1999 ont été approuvés et le gérant a obtenu la décharge des associés pour l'exécution de son mandat durant l'exercice clôturant au 31 décembre 1999.

Pour publication

CAMY TRANSPORTS, S.à r.l.

Signature

Un mandataire

Enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 36, case 7. – Reçu 500 francs.

Le Receveur (signé): J. Muller.

(38870/717/15) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Siège social: L-4940 Bascharage, 211, avenue de Luxembourg.  
R. C. Luxembourg B 54.499.

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Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 25, case 11, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 18 juin 2001.

Signature.

(38885/762/10) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**B.T. CORPORATE FINANCE S.A., Société Anonyme.**

Siège social: L-1417 Luxembourg, 8, rue Dicks.  
R. C. Luxembourg B 65.271.

Le bilan au 31 décembre 1999, enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 32, case 9, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 20 juin 2001.

Signature.

(38867/000/10) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**B.T. CORPORATE FINANCE S.A., Société Anonyme.**

Siège social: L-1417 Luxembourg, 8, rue Dicks.  
R. C. Luxembourg B 65.271.

*Extrait du procès-verbal de l'Assemblée Générale Ordinaire des Actionnaires tenue le 17 juillet 2000 à 11.00 heures*

*Ordre du jour:*

1. - Lecture et approbation du rapport de gestion du conseil d'administration et du rapport du commissaire aux comptes.
2. - Présentation des états financiers et annexes audités pour l'exercice clos au 31 décembre 1999 pour approbation et décision sur l'affectation du résultat en accord avec les statuts de la société.
3. - Quitus à accorder aux administrateurs et au commissaire aux comptes pour l'exercice de leur fonction pendant l'exercice social 1999.
4. - Divers.

Après discussion pleine et entière, l'assemblée prend à l'unanimité les résolutions suivantes:

*Résolutions*

1. - Après lecture du rapport de gestion du conseil d'administration et du rapport du commissaire aux comptes, l'assemblée approuve ces rapports.
3. - Après présentation et analyse des états financiers 1999, l'assemblée approuve ces états financiers et décide de procéder à la distribution de dividendes aux actionnaires pour un montant de 7.650.000,- EUR, et après affectation d'un montant de 688.609,20 EUR à la réserve légale décide de reporter à nouveau le solde du bénéfice de l'exercice clos au 31 décembre 1999, à savoir montant de 13.263.770,53 EUR.
4. - L'assemblée générale donne décharge pleine et entière aux administrateurs et au commissaire aux comptes pour l'exercice de leur fonction pendant l'exercice social 1999.

Aucun autre point n'étant à l'ordre du jour, le Président déclare l'assemblée générale ordinaire close à 12.30 heures.

Pour publication

Signature

*Un mandataire*

Enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 32, case 9. – Reçu 500 francs.

*Le Receveur (signé): J. Muller.*

(38868/000/31) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**EUROGALLERY S.A., Aktiengesellschaft.**

Gesellschaftssitz: L-1510 Luxemburg, 10, avenue de la Faïencerie.  
H. R. Luxemburg B 69.577.

*Auszug aus dem Protokoll der Sitzung des Verwaltungsrates vom 13. Juni 2001*

Auszug für die Hinterlegung beim Amtsgericht Luxemburg und zur Veröffentlichung im Mémorial, Amtsblatt des Grossherzogtums Luxemburg.

Gemäss Beschluss der Verwaltungsratsmitglieder vom 13. Juni 2001:

a) setzt sich der Verwaltungsrat ab heute wie folgt zusammen:

- Guy Greif, wohnhaft in 14, rue Belair, L-5488 Ehnen, Verwaltungsratsmitglied;
- Robert Felix, wohnhaft in L-3412 Dudelange, 14, rue Grand-Duc Adolphe, Verwaltungsratsmitglied;
- Wolfgang Saddey, wohnhaft in D-Hüffingen, 12A, Bahnhofstrasse, Verwaltungsratsmitglied.

b) Befindet sich der Sitz der Gesellschaft ab heute in L-1510 Luxemburg, 10, avenue de la Faïencerie.

Luxemburg, den 13. Juni 2001.

*Für den Verwaltungsrat*

Unterschrift

Enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 40, case 10. – Reçu 500 francs.

*Le Receveur (signé): J. Muller.*

(38945/576/20) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CAPRIANO HOLDING S.A., Société Anonyme.**

Siège social: L-1882 Luxembourg, 3A, rue Guillaume Kroll.  
R. C. Luxembourg B 59.874.

Le bilan au 30 juin 1999 approuvé par l'Assemblée Générale du 23 janvier 2001, enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 36, case 7, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 15 juin 2001.

Signature.

(38873/717/10) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CAPRIANO HOLDING S.A., Société Anonyme.**

Siège social: L-1882 Luxembourg, 3A, rue Guillaume Kroll.  
R. C. Luxembourg B 59.874.

*Extrait des résolutions prises lors de l'Assemblée Générale Ordinaire du 23 janvier 2001*

Les comptes clôturés au 30 juin 1999 ont été approuvés.

Décharge a été accordée aux administrateurs et au commissaire aux comptes pour l'exercice de leurs mandats jusqu'au 30 juin 1999.

L'activité de la société est continuée malgré la perte dépassant les trois quarts du capital social.

Les mandats de Marc Muller, Yvette Hamilius et Marion Muller, Administrateurs, et le mandat de AUDIT NETWORK S.A., Commissaire aux Comptes sont reconduits pour une période d'une année jusqu'à l'Assemblée Générale Statutaire approuvant les comptes clôturés au 30 juin 2000.

Pour extrait sincère et conforme

Pour CAPRIANO HOLDING S.A.

Signature

Un mandataire

Enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 36, case 7. – Reçu 500 francs.

Le Receveur (signé): J. Muller.

(38874/717/20) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CARREFOUR LUX, S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 50.000.000.**

Siège social: L-2952 Luxembourg, 22, boulevard Royal.  
R. C. Luxembourg B 76.655.

*Extrait des résolutions prises lors de l'Assemblée Générale des Associés tenue le 30 mars 2001*

1. Marina Lespagnard, désirant, pour des raisons personnelles, être relevée de ses fonctions de Gérant de la société CARREFOUR LUX, S.à r.l., l'Assemblée décide, après l'avoir remerciée pour sa précieuse collaboration, de la remplacer par Sylvie Arpéa, employée privée, 10, boulevard Royal, L-2449 Luxembourg. Sylvie Arpéa continuera ainsi le mandat de Marina Lespagnard, initialement donné, d'une part, pour une durée indéterminée, et d'autre part, à titre gratuit.

2. L'Assemblée décide à l'unanimité de renouveler le mandat de Réviseur d'Entreprises de PricewaterhouseCoopers, S.à r.l. Son mandat prendra fin lors de l'assemblée générale qui statuera sur les comptes annuels au 31 décembre 2001.

Extrait sincère et conforme

CARREFOUR LUX, S.à r.l.

S. Arpéa / N. Didier

Gérant / Gérant

Enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 32, case 6. – Reçu 500 francs.

Le Receveur (signé): J. Muller.

(38875/009/20) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CARREFOUR LUX, S.à r.l., Société à responsabilité limitée.**

Siège social: L-2952 Luxembourg, 22, boulevard Royal.  
R. C. Luxembourg B 76.655.

Les comptes annuels au 31 décembre 2000, enregistrés à Luxembourg, le 15 juin 2001, vol. 554, fol. 32, case 6, ont été déposés au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

FIDUPAR

Signature

(38878/009/11) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CARREFOUR LUX, S.C.A., Société en commandite par actions.**

Siège social: L-2952 Luxembourg, 22, boulevard Royal.  
R. C. Luxembourg B 76.656.

Les comptes annuels au 31 décembre 2000, enregistrés à Luxembourg, le 15 juin 2001, vol. 554, fol. 32, case 6, ont été déposés au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Signatures.

(38876/009/10) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CARREFOUR LUX, S.C.A., Société en commandite par actions.**

Siège social: L-2952 Luxembourg, 22, boulevard Royal.  
R. C. Luxembourg B 76.656.

*Extrait des résolutions prises lors de l'Assemblée Générale des Actionnaires tenue le 30 mars 2001*

1. Le mandat du Réviseur d'Entreprises vient à échéance à la présente Assemblée.

L'Assemblée des Actionnaires décide à l'unanimité de renouveler le mandat de Réviseur d'Entreprises de PricewaterhouseCoopers, S.à r.l. Son mandat prendra fin lors de l'assemblée générale qui statuera sur les comptes annuels au 31 décembre 2001.

Extrait sincère et conforme

CARREFOUR LUX, S.à r.l.

*Le Gérant commandité*

M. Lespagnard / N. Didier

*Gérant / Gérant*

Enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 32, case 6. – Reçu 500 francs.

*Le Receveur (signé): J. Muller.*

(38877/009/18) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CATELLA S.A., Société Anonyme.**

Siège social: L-1371 Luxembourg, 223, Val Sainte Croix.  
R. C. Luxembourg B 61.518.

Le bilan au 31 décembre 1999, enregistré à Luxembourg, le 14 juin 2001, vol. 554, fol. 39, case 3, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 19 juin 2001.

*Pour la société CATELLA S.A.*

FIDUCIAIRE F. FABER

Signature

(38882/622/13) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**FRIDA S.A., Société Anonyme Holding.**

Siège social: Luxembourg, 5, boulevard de la Foire.  
R. C. Luxembourg B 38.247.

Le bilan et l'annexe au 31 décembre 2000, ainsi que les autres documents et informations qui s'y rapportent, enregistrés à Luxembourg, le 18 juin 2001, vol. 554, fol. 35, case 4, ont été déposés au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

*Extrait des résolutions prises par l'Assemblée Générale ordinaire du 29 mai 2001*

Sont nommés administrateurs, leurs mandats prenant fin lors de l'Assemblée Générale Ordinaire statuant sur les comptes au 31 décembre 2001:

- Monsieur Gert-Jan Buitink, administrateur de sociétés, demeurant à Brasschaat (Belgique), Président
- Mademoiselle Margret Astor, administrateur de sociétés, demeurant à Luxembourg
- Monsieur John Seil, licencié en sciences économiques appliquées, demeurant à Contern.

Est nommée commissaire aux comptes, son mandat prenant fin lors de l'Assemblée Générale Ordinaire statuant sur les comptes au 31 décembre 2001:

- AUDIEX S.A., 57 avenue de la Faïencerie, L-1510 Luxembourg.

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

Luxembourg, le 19 juin 2001.

Signature.

(38962/534/20) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**C & B MECHANICAL GROUP S.A., Société Anonyme.**

Siège social: L-1219 Luxembourg, 17, rue Beaumont.  
R. C. Luxembourg B 61.358.

Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 40, case 11, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 20 juin 2001.

C & B MECHANICAL GROUP S.A.

Société Anonyme

Signatures

(38883/545/13) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**C.E.G. INTERNATIONAL S.A., Société Anonyme Holding.**

Siège social: L-1450 Luxembourg, 73, Côte d'Eich.  
R. C. Luxembourg B 33.699.

*Extrait des délibérations de l'assemblée générale extraordinaire des actionnaires  
tenue au siège social de la société en date 14 juin 2001 à 10.00 heures*

*Décisions*

L'assemblée a décidé à l'unanimité:

- d'accepter la démission de Monsieur Frédéric Deflorenne de sa fonction d'administrateur de la société;
- de donner décharge à l'administrateur démissionnaire de toute responsabilité résultant de l'exercice de son mandat jusqu'à ce jour lors de l'Assemblée Générale Ordinaire statuant sur les comptes de l'année 2001;
- de nommer en remplacement de l'administrateur démissionnaire M. Eric Vanderkerken, demeurant au 73, Côte d'Eich, L-1450 Luxembourg, dont le mandat se terminera à l'issue de l'assemblée générale des actionnaires statuant sur les comptes de l'année 2002;
- de reconduire de Messieurs Jean-Pierre Higuët et Stéphane Biver dans leur mandat d'administrateur ainsi que Monsieur Maurizio Manfredi dans son mandat de commissaire aux comptes, jusqu'à l'issue de l'assemblée générale des actionnaires statuant sur les comptes de l'année 2002.

Plus personne ne demandant la parole, et l'ordre du jour étant épuisé, le Président lève la séance à 10.30 heures.

Pour extrait conforme

Pour réquisition

Signature

*Un mandataire*

Enregistré à Luxembourg, le 19 juin 2001, vol. 554, fol. 45, case 6. – Reçu 500 francs.

*Le Receveur (signé): J. Muller.*

(38884/000/26) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**COMILFO S.A., Société Anonyme Holding.**

Siège social: L-2241 Luxembourg, 4, rue Tony Neuman.  
R. C. Luxembourg B 31.157.

*Extrait du procès-verbal de l'assemblée générale ordinaire qui s'est tenue le 18 avril 2001*

Le mandat des administrateurs et du commissaire aux comptes venant à expiration avec la présente assemblée, l'assemblée décide de nommer aux postes d'administrateurs:

- Evelyne Jastrow, administrateur de sociétés, demeurant à Bertrange, 208, rue des Romains;
- Marc Alain Jastrow, administrateur de sociétés, demeurant à Bertrange, 208, rue des Romains;
- IMMOLYS S.A., Société Anonyme, ayant son siège social 4, rue Tony Neuman, L-2241 Luxembourg.

Et au poste de commissaire aux comptes:

- SAFILUX S.A., Société Anonyme, ayant son siège social 4, rue Tony Neuman, L-2241 Luxembourg.

Le mandat des administrateurs et du commissaire aux comptes prendra fin avec l'assemblée générale ordinaire de 2007.

Le mandat de C.M.S. SERVICES LTD n'est donc pas renouvelé.

Pour copie conforme

Signatures

Enregistré à Luxembourg, le 14 juin 2001, vol. 554, fol. 26, case 9. – Reçu 500 francs.

*Le Receveur (signé): J. Muller.*

(38899/560/21) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CERFIN S.A., Société Anonyme.**

Siège social: L-1637 Luxembourg, 12, rue Goethe.  
R. C. Luxembourg B 74.027.

—  
*Extraits des résolutions prises dans le cadre de l'Assemblée Générale Ordinaire  
des actionnaires tenue en date du 7 mai 2001*

*Deuxième résolution*

L'Assemblée prend acte des démissions de Monsieur Philippe Pasquasy de ses fonctions d'administrateur de la société et décide de ne pas le remplacer en portant le nombre des administrateurs de cinq à quatre.

*Troisième résolution*

Le mandat des Administrateurs et du Commissaire aux Comptes prendra fin lors de l'Assemblée Générale annuelle statuant sur l'exercice 2001.

L'Assemblée Générale, pour autant que besoin, ratifie tous actes passés par eux en leur qualité d'administrateurs jusqu'au présent renouvellement.

*Administrateurs:*

- M. Iacopini Mario, employé privé, demeurant à Luxembourg;
- M. Jelmoni Alessandro, employé privé, demeurant à Luxembourg;
- M. Capuzzo Sandro, employé privé, demeurant à Luxembourg;
- M. Ranalli Virgilio, employé privé, demeurant à Luxembourg.

*Commissaire aux Comptes:*

- H.R.T. REVISION, S.à r.l., 32, rue J.P. Brasseur, L-1258 Luxembourg.
- Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 39, case 7. – Reçu 500 francs.

Le Receveur (signé): J. Muller.

(38886/065/26) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BIVER HOLDING S.A., Société Anonyme.**

Siège social: L-1449 Luxembourg, 18, rue de l'Eau.  
R. C. Luxembourg B 60.696.

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Le bilan au 31 décembre 1998, enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 40, case 11, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 20 juin 2001.

BIVER HOLDING S.A.  
Société Anonyme  
Signature

(38854/545/13) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BIVER HOLDING S.A., Société Anonyme.**

Siège social: L-2233 Luxembourg, 32, rue Auguste Neyen.  
R. C. Luxembourg B 60.696.

—  
Le bilan au 31 décembre 1999, enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 40, case 11, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 20 juin 2001.

BIVER HOLDING S.A.  
Société Anonyme  
Signature

(38855/545/13) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BIVER HOLDING S.A., Société Anonyme.**

Siège social: L-1219 Luxembourg, 17, rue Beaumont.  
R. C. Luxembourg B 60.696.

—  
Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 40, case 11, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 20 juin 2001.

BIVER HOLDING S.A.

Société Anonyme

Signature

(38856/545/13) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**BIVER S.A., Société Anonyme.**

Siège social: L-1219 Luxembourg, 17, rue Beaumont.

R. C. Luxembourg B 60.696.

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*Extrait des résolutions prises lors de l'assemblée générale ordinaire du 2 mai 2001*

La cooptation de Monsieur Federico Innocenti en tant qu'administrateur de la société est ratifiée.

Son mandat viendra à échéance lors de l'assemblée générale statutaire de l'an 2002.

Pour extrait sincère et conforme

BIVER S.A.

Signature

Enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 40, case 11. – Reçu 500 francs.

Le Receveur (signé): J. Muller.

(38857/545/14) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CHAMPBOURG S.A., Société Anonyme.**

Siège social: L-4735 Pétange, 81, rue J.B. Gillardin.

R. C. Luxembourg B 61.285.

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*Extrait du procès-verbal de l'assemblée générale extraordinaire tenue à Pétange, le 14 mai 2001*

Il résulte dudit procès-verbal que le transfert du siège social de la société vers L-4735 Pétange, 1, rue J.-B. Gillardin a été accepté.

Il résulte dudit procès-verbal que la démission de Madame Jeanne Stanisière-Oehler en tant qu'administrateur-délégué a été acceptée et que la nomination de Monsieur Henri Kettels en tant qu'administrateur-délégué a été acceptée.

Il résulte dudit procès-verbal que la démission de Monsieur Félix Stanisière en tant qu'administrateur a été acceptée et que la nomination de Madame Claudine Kettels en tant qu'administrateur a été acceptée.

Il résulte dudit procès-verbal que la société se trouve engagée par la signature conjointe de deux administrateurs ou celle de l'administrateur-délégué Monsieur Henri Kettels et en toutes circonstances celle de Monsieur Henri Kettels est requise.

*Administrateur-délégué:*

Monsieur Henri Kettels, employé privé, demeurant à L-4989 Sanem, 30, rue du Traité de Londres.

*Administrateurs:*

Madame Claudine Kettels, employée privée, demeurant à L-4989 Sanem, 30, rue du Traité de Londres;

Monsieur Pascal Wagner, comptable, demeurant à L-4709 Pétange, 15, rue Adolphe.

*Commissaire aux comptes:*

INTERNATIONAL FINANCIAL AND MARKETING CONSULTING S.A., 81, rue J.-B. Gillardin, L-4735 Pétange.

Pétange, le 14 mai 2001.

Pour la société

Signature

Enregistré à Luxembourg, le 14 juin 2001, vol. 554, fol. 25, case 11. – Reçu 500 francs.

Le Receveur (signé): J. Muller.

(38887/762/28) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CIC/CIAL CH FUND, Société d'Investissement à Capital Variable.**

Siège social: L-2449 Luxembourg, 14, boulevard Royal.

R. C. Luxembourg B 75.914.

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Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 19 juin 2001, vol. 554, fol. 43, case 7, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Pour le Conseil d'Administration

N. Uhl

(38889/007/11) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CHIMONA S.A., Société Anonyme.**

Siège social: L-1637 Luxembourg, 12, rue Goethe.  
R. C. Luxembourg B 74.577.

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*Extraits des résolutions prises dans le cadre de l'Assemblée Générale Ordinaire  
des actionnaires tenue en date du 7 mai 2001*

*Deuxième résolution*

L'Assemblée prend acte des démissions de Monsieur Philippe Pasquasy de ses fonctions d'administrateur de la société et décide de ne pas le remplacer en portant le nombre des administrateurs de cinq à quatre.

*Troisième résolution*

Le mandat des Administrateurs et du Commissaire aux Comptes prendra fin lors de l'Assemblée Générale annuelle statuant sur l'exercice 2001.

L'Assemblée Générale, pour autant que besoin, ratifie tous actes passés par eux en leur qualité d'administrateurs jusqu'au présent renouvellement.

*Administrateurs:*

- M. Iacopini Mario, employé privé, demeurant à Luxembourg;
- M. Jelmoni Alessandro, employé privé, demeurant à Luxembourg;
- M. Capuzzo Sandro, employé privé, demeurant à Luxembourg;
- M. Ranalli Virgilio, employé privé, demeurant à Luxembourg.

*Commissaire aux Comptes:*

- H.R.T. REVISION, S.à r.l., 32, rue J.P. Brasseur, L-1258 Luxembourg.
- Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 39, case 7. – Reçu 500 francs.

Le Receveur (signé): J. Muller.

(38888/065/26) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CIME HOLDING S.A., Société Anonyme.**

Siège social: L-1512 Luxembourg, 7, rue Federspiel.  
R. C. Luxembourg B 36.302.

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Le bilan au 31 décembre 1999, enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 34, case 4, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 19 juin 2001.

*Pour CIME HOLDING S.A.*

CENTRE ARISTOTE

Signature

(38890/713/13) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**EBOHLY HOLDING S.A., Société Anonyme.**

Siège social: L-1637 Luxembourg, 12, rue Goethe.  
R. C. Luxembourg B 45.843.

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*Extraits des résolutions prises dans le cadre de l'Assemblée Générale Ordinaire des actionnaires tenue en date du 16 mai 2001*

*Deuxième résolution*

Le mandat des Administrateurs et du Commissaire aux Comptes prendra fin lors de l'Assemblée Générale annuelle statuant sur l'exercice 2001.

L'Assemblée Générale, pour autant que besoin, ratifie tous actes passés par eux en leur qualité d'administrateurs jusqu'au présent renouvellement.

*Administrateurs:*

- M. Mario Iacopini, employé privé demeurant à Luxembourg;
- M. Alessandro Jelmoni, employé privé, demeurant à Luxembourg;
- M. Sandro Capuzzo, employé privé demeurant à Luxembourg;
- M. Virgilio Ranalli, employé privé, demeurant à Luxembourg.

*Commissaire aux Comptes:*

- H.R.T. REVISION, S.à r.l., 32, rue J.P. Brasseur, L-1258 Luxembourg.
- Pour mention, aux fins de publication au Mémorial, Recueil des Sociétés et Associations.  
Enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 39, case 7. – Reçu 500 francs.

Le Receveur (signé): J. Muller.

(38928/065/22) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Siège social: L-8080 Bertrange, 63, route de Longwy.

R. C. Luxembourg B 41.131.

Constituée par-devant M<sup>e</sup> Frank Baden, notaire de résidence à Luxembourg, en date du 7 août 1992, acte publié au Mémorial C, n° 572 du 5 décembre 1992, modifiée par-devant M<sup>e</sup> Jean-Paul Hencks, notaire de résidence à Luxembourg, en date du 19 janvier 1993, acte publié au Mémorial C, n° 213 du 11 mai 1993.

Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 31, case 7, a été déposé au registre de commerce et des sociétés de Luxembourg.

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

*Pour DASCO, S.à r.l.*

KPMG EXPERTS COMPTABLES

Signature

(38917/537/15) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

**DB INVESTMENTS, Société Anonyme.**

Registered office: L-2241 Luxembourg, 2, rue Tony Neuman.

R. C. Luxembourg B 78.985.

In the year two thousand and one, on the twenty-eight of May.

Before Us Maître André-Jean-Joseph Schwachtgen, notary residing in Luxembourg.

Was held an extraordinary general meeting of shareholders of the company established in Luxembourg under the denomination of DB INVESTMENTS, R.C. B Number 78.985, incorporated originally under the denomination of DE BEERS INVESTMENTS, pursuant to a deed of the undersigned notary, dated November 22, 2000, published in the Mémorial C, Recueil des Sociétés et Associations not yet published in the Mémorial C, Recueil des Sociétés et Associations.

The Articles of Incorporation have been amended pursuant to a deed of Maître André-Jean-Joseph Schwachtgen, notary residing in Luxembourg, dated February 9, 2001, not yet published in the Mémorial C, Recueil des Sociétés et Associations.

The meeting begins at four-thirty p.m, Mr Steven Georgala, lawyer, with professional address at 6, rue Adolphe Fischer, L-1520 Luxembourg, being in the chair.

The Chairman appoints as secretary of the meeting Mr Marc Prospert, maître en droit, residing at Bertrange.

The meeting elects as scrutineer Mr Andrew Knight, lawyer, with professional address at 6, rue Adolphe Fischer, L-1520 Luxembourg.

The Chairman then states that:

I.- It appears from an attendance list established and certified by the members of the Bureau that the twenty-five thousand (25,000) shares having a par value of two (2.00) United States Dollars each, representing the total capital of fifty thousand (50,000.-) United States Dollars are duly represented at this meeting which is consequently regularly constituted and may deliberate upon the items on its agenda, hereinafter reproduced, without prior notices, all the persons present or represented at the meeting having agreed to meet after examination of the agenda.

The attendance list, signed by the shareholders all present or represented at the meeting, shall remain attached to the present deed together with the proxies and shall be filed at the same time with the registration authorities.

II.- The agenda of the meeting is worded as follows:

1. Total restatement of the Articles of Incorporation of the Company in accordance with the draft submitted to the shareholders.

2. That the capital of the Company be increased by the issue to CENTRAL INVESTMENTS DBI, a company incorporated in Luxembourg, of:

2.1 4,500,000 «A» shares in the Company having a par value of USD 2.00 at USD 40.01 per share;

2.2 4,500,000 «B» shares in the Company having a par value of USD 2.00 at USD 268.21 per share;

2.3 100 Participation Certificates;

in consideration of the contribution to the Company by CENTRAL INVESTMENTS DBI of the assets set out in the Contribution Agreement between the Company and CENTRAL INVESTMENTS DBI dated 28 May, 2001, the value of which is confirmed in a report by FIDUCIAIRE AUDITLUX, S.à r.l. in terms of article 26-1 of the law of 10 August 1915 on commercial companies, dated May 23, 2001 as being at least equal to the number and value of the Shares.

3. That the capital of the Company be increased by the issue to DEBSWANA INVESTMENTS, a company incorporated in Luxembourg, of:

3.1 1,000,000 «A» shares in the Company having a par value of USD 2.00 at USD 40.01 per share;

3.2 1,000,000 «B» shares in the Company having a par value of USD 2.00 at USD 218.20 per share;

3.3 3,114,920 Preference Shares at an issue price of USD; 50.- per share;

in consideration of the contribution to the Company by DEBSWANA INVESTMENTS of the assets set out in the Contribution Agreement between the Company and DEBSWANA INVESTMENTS dated 28 May, 2001, the value of which is confirmed in a report by FIDUCIAIRE AUDITLUX, S.à r.l. in terms of article 26-1 of the law of 10 August 1915 on commercial companies, dated 22 May as being at least equal to the number and value of the Shares.

4. That the capital of the Company be increased by the issue to POSITOR LIMITED, a company incorporated in the United Kingdom, of:

4.1 4,500,000 «A» shares in the Company having a par value of USD 2.00 at USD 40.01 per share;



4.2 4,500,000 «B» shares in the Company having a par value of USD 2.00 at USD 259.11 per share;

4.3 14,017,020 Preference Shares at an issue price of USD 50.- per share;

in consideration of the contribution to the Company by POSITOR LIMITED of the assets set out in the Contribution Agreement between the Company and POSITOR LIMITED dated 28 May, 2001, the value of which is confirmed in a report by FIDUCIAIRE AUDITLUX, S.à r.l. in terms of article 26-1 of the law of 10 August 1915 on commercial companies, dated 28 May as being at least equal to the number and value of the Shares.

5. Miscellaneous.

After approval of the statement of the Chairman and having verified that it was regularly constituted, the meeting passed, after deliberation, the following resolutions by unanimous vote:

*First resolution*

The General Meeting resolves to totally restate the Articles of Incorporation of the Company, accordingly to the draft submitted to the shareholders, and consequently to give them henceforth the following wording:

**1. Interpretation**

1.1 In these Articles, the words standing in bold in the following part shall bear the meanings set opposite to them, if not inconsistent with the subject or context:

**A shares:** Those shares in the issued share capital of the Company which at the relevant time are designated as A shares.

**Anglo:** ANGLO AMERICAN PLC, a company incorporated under the laws of England and Wales with registered number 3564138, whose registered office is at 20 Carlton House Terrace, London SW1Y 5AN

**Anglo B shares:** Those B shares which at the relevant time are registered in the name of Anglo and/or any other person who the Directors are satisfied is a Permitted Transferee of Anglo.

**Anglo Preference Shares:** Those preference shares which at the relevant time are registered in the name of Anglo and/or any other person who the Directors are satisfied is a Permitted Transferee of Anglo.

**Annual General Meeting:** The Annual General Meeting required to be held according to article 33.1.

**Articles:** These Articles of Incorporation as amended from time to time.

**B shares:** Those shares in the issued share capital of the Company which at the relevant time are designated as B shares.

**Board:** The Board of Directors of the Company acting as such.

**Business Day:** A day (other than a Saturday or Sunday) on which banks generally are open in Luxembourg, New York and Johannesburg for a full range of business.

**CHL:** A company incorporated under the laws of the Grand Duchy of Luxembourg with registered number R.C. B 8.141, whose registered office is at Lys Royal, 2, rue Tony Neuman, L-2241, Luxembourg

**CHL B shares:** Those B shares which at the relevant time are registered in the name of CHL and/or any other person who the directors are satisfied is a Permitted Transferee of CHL.

**CIDBI:** CENTRAL INVESTMENTS DBI, a company incorporated under the laws of the Grand Duchy of Luxembourg

**Corporate Group:** (i) In relation to any body corporate (other than DEBSWANA and any of its Permitted Transferees), that body corporate and its holding companies and subsidiaries and any subsidiaries of any such holding companies (excluding, in the case of any shareholder's Corporate Group, any member of the Group) and, in the case of CHL's Corporate Group, the trustees of any trust whose assets are held primarily for the benefit of one or more such companies and (ii) and in relation to DEBSWANA or any of its Permitted Transferees, means the DEBSWANA Group and DEBSWANA's Permitted Transferees.

**Company:** DB INVESTMENTS

**Completion Date:** 1 June 2001

**DBCM A Preference Shares:** Those shares issued by DBCM and designated as A preference shares at the relevant time.

**DBCM B Preference Shares:** Those shares issued by DBCM and designated as B preference shares at the relevant time.

**DBCM C Preference Shares:** Those shares issued by DBCM and designated as C preference shares at the relevant time.

**DBCM D Preference Shares:** Those shares issued by DBCM and designated as D preference shares at the relevant time.

**DBCM E Preference Shares:** Those shares issued by DBCM and designated as E preference shares at the relevant time.

**DBCM:** DE BEERS CONSOLIDATED MINES LIMITED, a company incorporated under the laws of the Republic of South Africa with registered number 1888/000007/06

**DEBSWANA:** DEBSWANA DIAMOND COMPANY (PROPRIETARY) LTD, a company incorporated under the laws of the Republic of Botswana with registered number 660, whose registered office is at Debswana House, The Mall (P.O. Box 329), Gaborone, Republic of Botswana

**DEBSWANA B shares:** Those B shares which at the relevant time are registered in the name of DEBSWANA and/or any other person who the Directors are satisfied is a Permitted Transferee of DEBSWANA

**DEBSWANA Group:** DEBSWANA and its subsidiaries at the relevant time.

**DEBSWANA Preference Shares:** Those preference shares which at the relevant time are registered in the name of DEBSWANA and/or any other person who the directors are satisfied is a Permitted Transferee of Debswana

**Deed of Adherence:** The deed executed by a covenantor who wishes to become a Shareholder in terms of which such covenantor covenants to and undertakes with the Company and each of its Shareholders (and each other person

who may from time to time be a party to or expressly adhere to these Articles), to be bound by and to observe, perform and comply in all respects with these Articles, as if the covenantor had executed these Articles.

**Directors:** The Directors for the time being of the Company.

**EBITDA:** In relation to the Company, means, in respect of any financial year, the audited consolidated net earnings before interest, taxation, depreciation and amortisation of the Group in that financial year.

**Equity Proportions:** In respect of any two or more Shareholders or Shareholder Groups (as the case may be), the respective proportions in which such Shareholders or Shareholder Groups (as the case may be) hold Ordinary Shares at the relevant time

**Extraordinary General Meeting:** A General Meeting called to perform any action referred to in article 32

**Financial Statements:** The Financial Statements defined in article 36.2.

**Financial year:** A financial period of the Company commencing on 1 January in any calendar year and ending on 31 December in the same calendar year.

**Founder Shareholder Group:** A Shareholder Group of which CHL, Anglo or DEBSWANA (or another member of their respective Corporate Groups) is a member.

**General Meeting:** A duly convened General Meeting of shareholders, including an Annual General Meeting or an Extraordinary General Meeting.

**Government:** The Government of the Republic of Botswana.

**Group:** The Company and its subsidiaries at the relevant time (excluding all or any members of the DEBSWANA Group)

**Group Company:** Any member of the Group.

**Independent Auditor:** The Independent Auditor appointed under article 41.

**Initial Liquidation Amount:** In respect of each preference share, USD 50.-.

**Law:** The Law of 10 August 1915 governing commercial companies and any modification and re-enactment thereof for the time being in force.

**Liquidation Amount:** In respect of each preference share, USD 50.- or such lesser amount as shall be determined in accordance with these Articles from time to time.

**Mémorial:** The Mémorial, Recueil des Sociétés et Associations.

**Minimum Percentage:** Five per cent. (5 %) of the issued Ordinary Shares at the relevant time.

**Minimum Preference Holding:** Preference shares having an aggregate redemption value outstanding of at least USD 50 million.

**Ordinary Shares:** The A shares and the B shares.

**Participation certificates:** Those participation certificates which at the relevant time have been issued by the Company.

**Permitted Transferee** (i) In respect of any shareholder (other than DEBSWANA or any other Shareholder which is a Permitted Transferee of DEBSWANA), any other member of the same Corporate Group; and

(ii) In respect of DEBSWANA or any other shareholder which is a Permitted Transferee of DEBSWANA, DEBSWANA, any other member of the DEBSWANA Group, the Government and any body corporate which is wholly-owned (directly or indirectly) by the Government.

**Pre-emption Offer:** Has the meaning given in article 16.3.1.

**Preference shares:** Those shares in the issued share capital of the Company which at the relevant time are designated as preference shares.

**Register:** The Register of the shareholders of the Company.

**Shareholder:** Any person (other than the Company) who for the time being is a registered holder of Ordinary Shares in the Company.

**Shareholder Group:** Either (i) those Shareholders which are members of the same Corporate Group at the relevant time or (ii) in relation to DEBSWANA and its Permitted Transferees, those of DEBSWANA and its Permitted Transferees which are Shareholders at the relevant time

**Statutory Auditor:** The commissaire required under the Law.

**Third Party Offer:** An offer received by a Shareholder in respect of all or some of its Shares from a bona fide third party purchaser unconnected with the Shareholder, and who is not a member of the same Corporate Group as that Shareholder (a Third Party Purchaser):

(a) which is a bona fide offer in writing;

(b) where the Third Party Purchaser has its own financial resources to meet its obligations under the offer (including in accordance with paragraph (d) below) or has a legally binding and unconditional (save for conditions customarily accepted for the purposes of «certain funds» financing in connection with public takeovers in the United Kingdom) commitment from a lender or lenders for that finance.

(c) which is governed by English or Luxembourg law;

(d) which is for all or some of the A Shares and B Shares of the relevant Shareholder (and for the same number of A Shares as B Shares) and the same proportions of A Shares and B Shares of each other Remaining Shareholder (as defined in article 16.3.1) if it also elects to accept the offer;

(e) which contains all material terms and conditions (including the price and the intended completion date of the offer), which terms and conditions are the same in respect of all the Shares which are the subject of the offer; and

(f) where there is no arrangement which would constitute a breach of Rule 16 of the City Code on Takeovers and Mergers if the offer were governed by that Code.

**Transfer Office:** Any place which the Board has designated as such to the intent that a duplicate of the whole or any part or parts of the Register shall be maintained at such place and at which any instrument of transfer in respect of

registered shares of the Company may be lodged and any authority to sign transfer deeds may be lodged, produced or exhibited.

1.2 The expression subsidiary shall, notwithstanding any definition in any enactment having effect for the time being in Luxembourg, be defined such that a company or other entity is a subsidiary of another company or entity, its holding company, if that other company or entity:

1.2.1 holds a majority of the voting rights in it;

1.2.2 is a member of it and has the right to appoint or remove a majority of its board of directors; or

1.2.3 is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it, or if it is a subsidiary of a company or entity which itself is a subsidiary of that other company or entity.

The expression wholly-owned subsidiary shall be defined such that a company or other entity shall be a wholly-owned subsidiary of another company or entity if it has no members except that other and that other's wholly-owned subsidiaries or persons acting on behalf of that other or its wholly-owned subsidiaries.

1.3 The expression the Company's holding in DBCM shall mean the Company's entire holding and interest in the capital of DBCM.

1.4 References to writing shall include typewriting, printing, lithography, photography and other modes of representing or reproducing words in a legible and non/transitory form.

## **2. Status and Name, Duration**

2.1 The Company is a Luxembourg company in the form of a joint stock corporation (société anonyme) called DB INVESTMENTS.

2.2 The Company is established for an unlimited duration.

## **3. Registered Office**

3.1 The registered office is situated in Luxembourg City. It may be transferred to any other place in Luxembourg by resolution of the Board or elsewhere on fulfilment of the condition in article 3.2.

3.2 Should events of a political, economic or social nature, which might impair the normal activities of the Company as carried out through its registered office or affect the ease of communication between the Registered Office and foreign countries occur or be imminent, the Registered Office may be transferred temporarily abroad until the complete cessation of such abnormal events. Such transfer shall be made and brought to the attention of third parties by one or more of the Directors or officers of the Company having power to bind it for current and everyday acts of management. This temporary measure shall, however, have no effect on the nationality of the Company which shall remain of Luxembourg nationality.

## **4. Objects**

4.1 The objects of the Company are to conduct the following activities:

4.1.1 to hold shares or participatory interests in any enterprise in whatever form, and to develop such interests; the Company may in particular borrow funds and grant any assistance, loan, advance or guarantee to enterprises in which it has a direct or indirect interest or with which it is associated through its shareholders;

4.1.2 to acquire negotiable or non-negotiable securities of any kind (including those issued by any government or other international, national or municipal authority), patents, copyright and any other form of intellectual property and any rights ancillary thereto, whether by contribution, subscription, option, purchase or otherwise and to exploit the same by sale, transfer, exchange, license or otherwise;

4.1.3 to provide or procure the provision of services of any kind necessary for or useful in the realisation of the objects referred to above or closely associated therewith.

4.2 Any activity carried on by the Company may be carried on directly or indirectly in Luxembourg or elsewhere through the medium of its head office or branches in Luxembourg or elsewhere, which may be open to the public.

4.3 The Company shall have all such powers as are necessary for the accomplishment or development of its objects.

## **5. Share Capital**

5.1 The Company has an authorised capital of seventy four million two hundred and sixty three thousand eight hundred and eighty United States dollars (USD 74,263,880.-) divided into:

5.1.1 ten million (10,000,000) A shares of two United States dollars (USD 2.00) each having such rights as are described in these Articles;

5.1.2 ten million (10,000,000) B shares of two United States dollars (USD 2.00) each having such rights as are described in these Articles; and

5.1.3 seventeen million one hundred and thirty one thousand nine hundred and forty (17,131,940.-) preference shares of two United States dollars (USD 2.00) each having such rights as are described in these Articles.

5.2 In addition to the share capital the Board is authorised to issue 100 participation certificates (titres bénéficiaires) which shall not form part of the share capital of the Company but which shall carry the rights described in these Articles.

5.3 The Company has an issued capital of fifty thousand United States dollars (USD 50,000.-) divided into twenty-five thousand (25,000) A shares having a par value of two United States dollars (USD 2.00) each which have been fully paid up in cash.

## **6. Changes in Share Capital**

6.1 Within a period expiring on the fifth anniversary of the date of publication in the Mémorial of this deed the Board shall be authorized and empowered (subject to the provisions of articles 8 and 11) to issue offers or agreements and to

issue further shares in whole or in part so as to bring the total capital of the Company up to the total authorised capital of the Company pursuant to and within the terms of this authority as follows:

6.1.1 in connection with a rights issue which, for this purpose shall mean an offer of shares open for acceptance for a period fixed by the Board to holders of Ordinary Shares (and any other class of shares ranking pari passu with the Ordinary Shares) on a fixed record date in proportion to their respective holdings of such shares on that date (but subject to such exclusions or other arrangements as the Board may deem necessary or expedient in relation to fractional entitlements or legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory);

6.1.2 in connection with a bonus issue of shares upon the conversion of any distributable reserve of the Company into capital, to holders of Ordinary Shares and any other class of shares ranking pari passu with the Ordinary Shares on a fixed record date in proportion to their respective holdings of such shares on that date (but subject to such exclusions or other arrangements as the Board may deem necessary or expedient in relation to fractional entitlements or legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory);

6.1.3 otherwise than in connection with a rights or bonus issue, and in connection with which the shareholders shall have no preferential subscription right.

6.2 By the authority and power granted in article 6.1 the Board may make offers or agreements which would or might require the issue of shares within the period therein defined. The Board shall also have the right to delegate its power under article 6.1 to an executive or other committee of directors.

6.3 Except as provided in article 6.1 and pursuant to the authority therein granted, the Board may not issue, allot, grant options over or otherwise dispose of unissued shares comprised in the authorised capital or make offers or agreements to allot, grant options over or otherwise dispose of such unissued shares.

6.4 When the Board increases the issued capital under article 6.1 it shall be obliged to take steps to amend the Articles in order to record the increase of the issued capital and the Board is authorised to take or authorise the steps required for the execution and publication of such amendment in accordance with the Law.

6.5 The authorised or issued capital, or the period or extent of the authority granted under article 6.1, may be further increased or reduced by a resolution of the Extraordinary General Meeting.

6.6 Without limiting any powers conferred by the Law or these Articles, the Extraordinary General Meeting may amend these Articles so as to:

6.6.1 consolidate or subdivide all or any of the shares of the Company into shares of larger or smaller amount than its existing shares or change its shares into shares of no par value;

6.6.2 convert any of the shares of the Company into shares of another class or classes and attach thereto any preferential, qualified, special deferred rights, privileges or conditions.

6.7 Fully paid Ordinary Shares may (subject to the Law) be repurchased from time to time and at any time, at the discretion of the Board:

6.7.1 by tender made available pro rata to all Shareholders for cash or otherwise at such price as the Board may determine; or

6.7.2 in any other case, in consideration of cash or assets as the Board may determine subject to the confirmation of an Extraordinary General Meeting.

## 7. Ordinary Shares

The special rights and restrictions attaching to the A shares and the B shares are as follows:

### 7.1 Dividends

7.1.1 The holders of the A shares shall be entitled to receive, out of the profits of the Company available for distribution in respect of each financial year, a dividend or other distribution of so much of such profits, other than the profits of the Company available for distribution by the Company and attributable to or derived from the Company's holding in DBCM, as is resolved under these Articles to be distributed in respect of such shares. No dividend or other distribution shall be declared, made or paid in respect of the A shares out of the profits of the Company available for distribution and attributable to or derived from the Company's holding in DBCM.

7.1.2 The holders of the B shares shall be entitled to receive, out of the profits of the Company available for distribution in respect of each financial year, a dividend or other distribution of so much of such profits as are attributable to or derived from the Company's holding in DBCM as is resolved under these Articles to be distributed in respect of such shares, provided that:

(a) (notwithstanding that the relevant dividend shall be declared in respect of all of the B shares) no dividend will be payable upon any Anglo B shares in respect of which, at the time of declaration of the relevant dividend, a Dividend Election shall be valid and subsisting;

(b) (notwithstanding that the relevant dividend shall be declared in respect of all of the B shares) no dividend will be payable upon any CHL B shares in respect of which, at the time of declaration of the relevant dividend, a Dividend Election shall be valid and subsisting; and

(c) (notwithstanding that the relevant dividend shall be declared in respect of all of the B shares) no dividend will be payable upon any DEBSWANA B shares in respect of which, at the time of declaration of the relevant dividend, a Dividend Election shall be valid and subsisting.

No dividend or other distribution shall be declared, made or paid in respect of the B shares other than out of the profits of the Company available for distribution and attributable to or derived from the Company's holding in DBCM.

7.1.3 For the purposes of this article 7, a Dividend Election shall be, or be deemed for the purposes of these Articles to be, valid and subsisting in respect of any Anglo B shares if:

(a) the Company has received written notice from the holder of those Anglo B shares electing to receive all dividends in respect of the Anglo B shares concerned (being all or any of the Anglo B shares) instead on the DBCM C Preference Shares, which notice remains valid and effective and has not, at the relevant time, been revoked or withdrawn; and

(b) at the relevant time:

(i) the Directors are satisfied that the Anglo B shares in respect of which such notice is given and the DBCM C Preference Shares are held by the same person or by persons who are Permitted Transferees in relation to each other; and

(ii) DBCM is a wholly-owned subsidiary of the Company.

7.1.4 For the purposes of this article 7, a Dividend Election shall be, or be deemed for the purposes of these Articles to be, valid and subsisting in respect of any CHL B shares if:

(a) the Company has received written notice from the holder of those CHL B shares electing to receive all dividends in respect of the CHL B shares concerned (being all or any of the CHL B shares) instead on the DBCM D Preference Shares, which notice remains valid and effective and has not, at the relevant time, been revoked or withdrawn; and

(b) at the relevant time:

(i) the Directors are satisfied that the CHL B shares in respect of which such notice is given and the DBCM D Preference Shares are held by the same person or by persons who are Permitted Transferees in relation to each other; and

(ii) DBCM is a wholly-owned subsidiary of the Company.

7.1.5 For the purposes of this article 7, a Dividend Election shall be, or be deemed for the purposes of these Articles to be, valid and subsisting in respect of any DEBSWANA B shares if:

(a) the Company has received written notice from the holder of those DEBSWANA B shares electing to receive all dividends in respect of the DEBSWANA B shares concerned (being all or any of the DEBSWANA B shares) instead on the DBCM E Preference Shares, which notice remains valid and effective and has not, at the relevant time, been revoked or withdrawn; and

(b) at the relevant time:

(i) the Directors are satisfied that the DEBSWANA B shares in respect of which such notice is given and the DBCM E Preference Shares are held by the same person or by persons who are Permitted Transferees in relation to each other; and

(ii) DBCM is a wholly-owned subsidiary of the Company.

7.1.6 For the avoidance of doubt, dividends may be paid on the A shares and not on the B shares and vice versa, and at different rates and different times.

## 7.2 Capital

7.2.1 On a distribution of assets of the Company among its members on a winding-up or other return of capital (other than a redemption, repayment or purchase of any shares), the holders of the A shares shall be entitled to receive an amount equal to the aggregate value of the surplus assets of the Company (after the payment of its liabilities and the payment of all amounts payable in respect of the preference shares in accordance with article 12.3 and the participation certificates in accordance with article 13.3) other than those attributable to, or derived from, the Company's holding in DBCM at the date of the commencement of the winding-up or (in any other case) the date of the return of capital. No such distribution of assets shall be made in respect of the A shares out of the surplus assets of the Company attributable to or derived from the Company's holding in DBCM.

7.2.2 On a distribution of assets of the Company among its members on a winding-up or other return of capital (other than a redemption, repayment or purchase of any shares), the holders of the B shares shall be entitled to receive an amount equal to the aggregate value of the surplus assets of the Company (after the payment of its liabilities and the payment of all amounts payable in respect of the preference shares in accordance with article 12.3 and the participation certificates in accordance with article 13.3) attributable to, or derived from, the Company's holding in DBCM at the date of the commencement of the winding-up or (in any other case) the date of the return of capital. No such distribution of assets shall be made in respect of the B shares other than out of the surplus assets of the Company attributable to or derived from the Company's holding in DBCM.

## 7.3 Voting

At any general meeting of the Company, every holder of Ordinary Shares present in person or by proxy (or, being a corporation, by a duly authorised representative) and entitled to vote shall have one vote in respect of each Ordinary Share held by him.

## 7.4 Separate reserves

For the purposes of determining the profits of the Company available for distribution out of which dividends or other distributions may be made to the holders of A shares and B shares respectively, the profits of the Company attributable to or derived from the Company's holding in DBCM (whether by the receipt of dividends, sale proceeds or in any other way, and less any amounts referred to in article 7.5.1), and the profits of the Company other than those attributable to or derived from the Company's holding in DBCM (whether by the receipt of dividends, sale proceeds or in any other way, and less any amounts referred to in article 7.5.2), shall be allocated to, and at all times maintained in, separate reserves.

## 7.5 Allocation of losses etc.

7.5.1 In determining the profits of the Company available for distribution and attributable to or derived from the Company's holding in DBCM, if the Company is required to write-down, or otherwise reduce, the value of the Company's holding in DBCM, or otherwise realises any loss or incurs any liability which relates to the Company's holding in DBCM, such write-down, loss or liability (as the case may be) shall (together with any general and operating expenses, charges and depreciations which relate to the Company's holding in DBCM) reduce the profits of the Company available for distribution and attributable to or derived from the Company's holding in DBCM and shall be allocated to the Company's reserves maintained in accordance with article 7.4 accordingly.

7.5.2 In determining the profits of the Company available for distribution other than those attributable to or derived from the Company's holding in DBCM, if the Company is required to write-down, or otherwise reduce, the value of any of its assets other than the Company's holding in DBCM, or otherwise realises any loss or incurs any liability which does not relate to the Company's holding in DBCM, such write-down, loss or liability (as the case may be) shall (together with any general and operating expenses, charges and depreciations which do not relate to the Company's holding in DBCM) reduce the profits of the Company available for distribution other than those attributable to or derived from the Company's holding in DBCM and shall be allocated to the Company's reserves maintained in accordance with article 7.4 accordingly.

#### 7.6 Board determination

In the event of any dispute, controversy or uncertainty as to whether any profits of the Company are attributable to or derived from the Company's holding in DBCM or not, or as to whether any write down, loss or liability should reduce the profits of the Company available for distribution and attributable to or derived from the Company's holding in DBCM or otherwise, the matter shall be finally resolved by the Board, whose determination (in the absence of manifest error) shall be conclusive as to the matters in dispute and shall be binding on the Shareholders and the Company.

#### 7.7 Pari passu ranking

The A shares and the B shares shall be identical and shall rank pari passu in all respects, save as otherwise expressly provided in this article 7 (and provided that, for the avoidance of doubt, the A shares and the B shares shall be treated as separate classes in relation to any variation of the rights attached thereto).

### 8. Twinning of A shares and B shares

8.1 Subject to the provisions of article 8.2, each A share shall be twinned with a corresponding B share (and vice versa), and accordingly each holder of A shares must, together with its Permitted Transferees, hold an equal number of B shares (and vice versa) and a holder of A shares shall only be entitled to exercise the rights attached to such shares if, and for so long as, together with its Permitted Transferees, it also holds an equal number of B shares (and vice versa).

8.2 The Board shall be entitled, with the prior written consent of the holder(s) of three-quarters in nominal value of the issued A shares, at any time to resolve that the A shares and B shares shall no longer be twinned, in which case (from the time and date, or with effect from the occurrence of the event, specified in the relevant resolution or, if no such time and date, or event, is specified, from the passing of the relevant resolution) article 8.1 and articles 9, 10 and 11.1 shall cease to apply and these Articles shall be read and construed as if those articles were omitted.

### 9. Transfers of ordinary shares

Subject to the provisions of article 8.2, no A shares shall be transferred to any person (other than to a Permitted Transferee of the transferring member) unless that person and/or one or more persons who the directors are satisfied are Permitted Transferees of that person also acquire, at the same time, an equal number of B shares (and vice versa), and no such transfer of A shares shall be registered unless there is contemporaneously registered the corresponding transfer of B shares (and vice versa).

### 10. Transmission of ordinary shares

Subject to the provisions of article 8.2, no person becoming entitled to any A shares by transmission may elect to become the holder of any of those A shares or elect to have some other person nominated by him registered as the transferee of any of those A shares unless that person or nominated transferee is a person who the directors are satisfied is a Permitted Transferee of the former registered holder of those A shares or also becomes, at the same time, the holder of an equal number of B shares (and vice versa), and no such transfer of A shares shall be registered unless there is contemporaneously registered the corresponding transfer of B shares (and vice versa).

### 11. Issues of ordinary shares

11.1 Subject to the provisions of article 8.2:

11.1.1 no A shares shall be issued by the Company (nor shall any right to subscribe for, or to convert any security into (or exchange any security for), A shares be granted) unless an equal number of B shares are issued (or rights to subscribe for, or to convert any security into (or to exchange any security for), an equal number of B shares are granted), as the case may be, at the same time and to the same person and/or one or more persons who the directors are satisfied are Permitted Transferees of that person (and vice versa); and

11.1.2 no renunciation of the issue of any A shares shall be recognised by the Company unless the person in whose favour such A shares are renounced and/or one or more persons who the directors are satisfied are Permitted Transferees of that person also has, or have, renounced in his, or their, favour the allotment of an equal number of B shares (and vice versa).

11.2 On any proposed issue of ordinary shares, or invitation to apply to subscribe for ordinary shares (whether by way of rights issue, open offer or otherwise), where such shares, or the rights to subscribe for such shares, are to be issued pro rata to the existing holders of ordinary shares, the relevant A shares shall first be offered to the existing holders of A shares in proportion (as nearly as may be) to their existing holdings of A shares and the relevant B shares shall first be offered to the existing holders of B shares in proportion (as nearly as may be) to their existing holdings of B shares, in each case on the condition that an equal number of A shares and B shares must be applied for by a shareholder or a Permitted Transferee of that shareholder.

### 12. Preference Shares

The special rights and restrictions attaching to the preference shares are as follows:

#### 12.1 Dividends

12.1.1 Each holder of preference shares (each, a preference shareholder) shall be entitled, in priority to the holders of any other class of share in the Company's share capital, to be paid in respect of each financial year of the Company a fixed cumulative preferential dividend (the preference dividend) at the rate of ten per cent (10 %) per annum (inclusive of the amount of any tax required to be deducted or withheld from the payment by or on behalf of the Company, i.e. gross) on the amount for the time being of the Liquidation Amount in respect of each preference share held by it, provided that:

(a) no preference dividend (or interest on the amount of any arrears of dividend payable in accordance with article 12.2) will be payable (notwithstanding that the preference dividend shall accrue on all of the preference shares in accordance with article 12.1.4 and shall be declared in respect of all of the preference shares) upon any Anglo Preference Shares in respect of which, at the time at which the relevant preference dividend would be payable in accordance with article 12.1.4, a Dividend Election shall be valid and subsisting; and

(b) no preference dividend (or interest on the amount of any arrears of dividend payable in accordance with article 12.2) will be payable (notwithstanding that the preference dividend shall accrue on all of the preference shares in accordance with article 12.1.4 and shall be declared in respect of all of the preference shares) upon any DEBSWANA Preference Shares in respect of which, at the time at which the relevant preference dividend would be payable in accordance with article 12.1.4, a Dividend Election shall be valid and subsisting.

12.1.2 For the purposes of this article 12 a Dividend Election shall be, or be deemed for the purposes of these Articles to be, valid and subsisting in respect of any Anglo Preference Shares if:

(a) the Company has received written notice from the holder of those Anglo Preference Shares electing to receive all dividends in respect of the Anglo Preference Shares concerned (being all or any of the Anglo Preference Shares) instead on the DBCM A Preference Shares, which notice remains valid and effective and has not, at the relevant time, been revoked or withdrawn; and

(b) at the relevant time:

(i) the directors are satisfied that the Anglo Preference Shares in respect of which such notice is given and the DBCM A Preference Shares are held by the same person or by persons who are Permitted Transferees in relation to each other; and

(ii) DBCM is a wholly-owned subsidiary of the Company.

12.1.3 For the purposes of this article 12 a Dividend Election shall be, or be deemed for the purposes of these Articles to be, valid and subsisting in respect of any DEBSWANA Preference Shares if:

(a) the Company has received written notice from the holder of those DEBSWANA Preference Shares electing to receive all dividends in respect of the DEBSWANA Preference Shares concerned (being all or any of the DEBSWANA Preference Shares) instead on the DBCM B Preference Shares, which notice remains valid and effective and has not, at the relevant time, been revoked or withdrawn; and

(b) at the relevant time:

(i) the directors are satisfied that the DEBSWANA Preference Shares in respect of which such notice is given and the DBCM B Preference Shares are held by the same person or by persons who are Permitted Transferees in relation to each other; and

(ii) DBCM is a wholly-owned subsidiary of the Company; and

12.1.4 The preference dividend shall accrue on a daily basis and shall be payable (subject to the provisions of article 12.1) half yearly in arrear in two equal instalments on (i) 31 July in each year, or if any such date is not a business day on the next following business day (each such date being a dividend payment date), in respect of the six calendar months ending on 30 June in that same year, and (ii) on the date falling five (5) Business Days after the date on which the annual accounts in respect of any relevant financial year are approved by the shareholders of the Company in General Meeting (each such date also being a dividend payment date), in respect of the six calendar months ending on 31 December in the immediately preceding financial year, except that the first such dividend in respect of any preference share shall be payable on the date falling five (5) Business Days after the date on which the annual accounts in respect of the financial year of issue of the relevant preference share are approved by the shareholders of the Company in General Meeting, (such date also being a dividend payment date), in respect of the period from the date of issue of the preference share concerned until 31 December in the immediately preceding financial year. The preference dividend shall be payable (subject to the provisions of articles 12.1.1(a) and 12.1.1(b)) to the holders of preference shares whose names appear on the register at 12 noon on any date selected by the directors up to thirty (30) days before the relevant dividend payment date.

## 12.2 Interest

Interest shall accrue on the amount of any arrears of dividend for the time being outstanding on any preference share at the rate of ten per cent (10 %) per annum. Such interest shall accrue from day to day from (and including) the relevant dividend payment date (whether or not due payment is in fact made on such date) to (but excluding) the date on which payment of the relevant amount is actually made (or until the date on which such arrears of dividend fall due for redemption under article 12.6) and will be calculated on the basis of a 360-day year and the actual number of days elapsed. Interest accrued in respect of any arrears of dividend shall be payable at the same time as payment of such arrears of dividend.

## 12.3 Capital

On a distribution of assets of the Company among its members on a winding up or other return of capital (other than a redemption, repayment or purchase of any shares), each preference shareholder shall be entitled, in priority to any holder of any other class of shares in the capital of the Company, to receive an amount equal to the Liquidation Amount in respect of each preference share held by it, together with a sum equal to any arrears and accruals of the preference dividend (whether earned or declared or not) payable on such share (and any interest payable in accordance

with article 12.2) calculated up to and including the date of the commencement of the winding up or (in any other case) the date of the return of capital.

#### 12.4 Voting

12.4.1 Each preference shareholder shall be entitled to receive notice of and to attend any general meeting of the Company, but shall not have the right to speak or vote in respect of its holding of preference shares at any such meeting, except:

(a) if it is proposed at the meeting to consider any resolution approving:

(i) the issue of any shares or securities which rank in priority (whether as to income or as to capital) to the preference shares;

(ii) an amendment to the preference dividend rate;

(iii) the conversion of any preference shares into ordinary shares;

(iv) any reduction of capital of the Company;

(v) any change to the corporate object of the Company as set out in article 4;

(vi) the issue of any debentures which are convertible into shares or other securities of the Company;

(vii) the winding up of the Company; or

(viii) a change in the corporate status of the Company, in which case the preference shareholders shall be entitled to speak and vote at such meeting only on the relevant resolution or any motion for adjournment of the meeting before such a resolution is voted on; or

(b) if, at the date of the meeting any part of the preference dividend is for whatever reason in arrears for more than two (2) years, (notwithstanding the availability of distributable reserves resulting from accumulated profits in the accounts of the company) in which case the preference shareholders shall be entitled to speak and vote on any resolution at such meeting.

12.4.2 If entitled to vote at any general meeting of the Company, each preference shareholder present in person or by proxy (or, being a corporation, by a duly authorised representative) shall have one vote for each preference share held by him.

#### 12.5 Mandatory redemption

12.5.1 Subject to article 12.6, on 31 December in each of the years 2007 to 2010 (inclusive), or if any such date is not a business day on the next following business day (each such date being a mandatory redemption date), the Company shall repay to each preference shareholder, in respect of each preference share then held by it (other than any preference share in respect of which a redemption notice has been given in accordance with article 12.6.1), twenty-five per cent (25 %) of the Initial Liquidation Amount (and the Liquidation Amount in respect of each such preference share shall be reduced by such amount from the relevant mandatory redemption date).

12.5.2 To the extent that any redemption in accordance with article 12.5.1 shall not be capable of being made in full on the relevant mandatory redemption date, then such redemption or the balance of such redemption (as the case may be) shall be effected as soon as is possible after the relevant mandatory redemption date (subject always to article 12.7.1).

#### 12.6 Early redemption

12.6.1 Subject to article 12.7.1, the Company shall have the right at any time after the third anniversary of the date of allotment of any preference share to redeem such preference share (provided that it is fully paid up, or credited as fully paid up) by giving to the registered holder not less than twenty (20), but not more than thirty (30) days' notice (or such lesser period as the relevant holder may agree) in writing of its intention to do so (a redemption notice), provided that no such redemption notice may be given after 31 October 2007. A redemption notice once given shall be irrevocable.

12.6.2 Any redemption notice given in accordance with article 12.6.1 must:

(a) specify the number of preference shares held by the relevant holder(s) of preference shares which are to be redeemed; and

(b) specify the date by which share certificates in respect of the preference shares to be redeemed must be delivered to the Company and on which payment in respect of the redemption of such preference shares will (subject to article 12.7.1) be made (the redemption date), and the holders of the preference shares to be redeemed will be bound by the terms of the redemption notice.

12.6.3 The amount to be paid to each preference shareholder in respect of each preference share to be redeemed in accordance with article 12.6.1 shall be the Liquidation Amount in respect of such preference share at the relevant time, together with all arrears and accruals of the preference dividend (whether earned or declared or not) payable on such share (and any interest payable in accordance with article 12.2) calculated up to and including the redemption date.

#### 12.7 Provisions relating to redemption generally

12.7.1 No redemption of any amount in respect of any preference share shall be made by the Company under article 12.5.1 or article 12.6.1 until the holder of the relevant preference share shall have surrendered to the Company at its registered office the certificate (or an indemnity in a form reasonably satisfactory to the Company) in respect of such share, and until such time the Company shall retain the relevant redemption amount on trust for such holder, but without any interest (other than in respect of interest already earned in accordance with article 12.2) or further obligation whatsoever. Following any redemption of preference shares under article 12.5.1 the Company shall issue to the relevant preference shareholder a new certificate in respect of any such share reflecting the reduced Liquidation Amount, and following any redemption of preference shares under article 12.6.1, the Company shall issue to each holder of preference shares redeemed a new certificate in respect of the balance (if any) of the preference shares then held by it.

12.7.2 The preference dividend shall cease to accrue on the amount of each preference share to be redeemed under article 12.5.1 on the relevant mandatory redemption date and on each preference share to be redeemed under article



12.6.1 on the relevant redemption date (in each case, whether or not due payment is in fact made on such date), but interest shall accrue on the amount to be paid on such redemption at the rate of ten per cent (10 %) per annum. Interest under this article 12.2 shall accrue (subject to article 12.7.2) from day to day from (and including) the relevant mandatory redemption date or redemption date, as the case may be, to (but excluding) the date on which payment of the relevant amount is made and will be calculated on the basis of a 360-day year and the actual number of days elapsed. Interest accrued in respect of any such amount shall be payable at the same time as payment of the relevant amount is made.

12.7.3 No amount shall be repaid in respect of any preference share otherwise than out of the reserve required to be established pursuant to the provisions of article 40.

12.7.4 Any redemption to be made in accordance with this article 12 shall not require the separate consent of the holders of any class of shares.

12.8 No further rights to income or capital

Save as provided in this article 12, no preference shareholder shall be entitled to any participation in the profits or assets of the Company as a result of its holding of preference shares.

13. Participation certificates

The rights and restrictions attaching to the participation certificates are as follows:

13.1 Dividends

13.1.1 The holders of the participation certificates shall be entitled, in priority to the holders of any class of share in the Company's share capital other than the preference shareholders, to receive in respect of each financial year of the Company (including in respect of the financial year of the Company during which the participation certificates are issued) an aggregate fixed cumulative preferential dividend (the participation certificate dividend) determined as follows:

(a) if the EBITDA of the Company in respect of the relevant financial year is equal to or greater than USD 900 million but less than USD 950 million, the aggregate participation certificate dividend shall be equal to USD 5 million (inclusive of the amount of any tax required to be deducted or withheld from the payment by or on behalf of the Company);

(b) if the EBITDA of the Company in respect of the relevant financial year is equal to or greater than USD 950 million but less than USD 1,000 million, the aggregate participation certificate dividend shall be equal to USD 7.5 million (inclusive of the amount of any tax required to be deducted or withheld from the payment by or on behalf of the Company); and

(c) if the EBITDA of the Company in respect of the relevant financial year is equal to or greater than USD 1,000 million, the aggregate participation certificate dividend shall be equal to USD 10 million (inclusive of the amount of any tax required to be deducted or withheld from the payment by or on behalf of the Company).

However, no participation certificate dividend shall be payable:

(i) in respect of any financial year of the Company ending after 31 December 2007; or

(ii) in respect of any financial year ending before 31 December 2007 if, at the General Meeting of the Company which determines (or would, but for this article 13.1.1 (ii), determine) to pay the participation certificate dividend, a dividend in the aggregate amount of at least USD 120 million (when taken together with all interim dividends paid to the holders of the Ordinary Shares in respect of the same financial year) is determined to be paid to the holders of the Ordinary Shares.

13.1.2 The participation certificate dividend shall be payable in arrear in each relevant year, on the date falling five (5) Business Days after the date on which the Annual Accounts in respect of the immediately preceding financial year are approved by the shareholders of the Company in general meeting (each such date being a participation certificate payment date), in respect of the immediately preceding financial year. The participation certificate dividend shall be payable to the holders of participation certificates whose names appear on the register at 12 noon on any date selected by the directors up to thirty (30) days before the relevant participation certificate dividend payment date.

13.2 Interest

Interest shall accrue on the amount of any arrears of the participation certificate dividend for the time being outstanding at the rate of ten per cent (10 %) per annum. Such Interest shall accrue from day to day from (and including) the relevant participation certificate dividend payment date (whether or not due payment is in fact made on such date) to (but excluding) the date on which payment of the relevant amount is actually made and will be calculated on the basis of a 360-day year and the actual number of days elapsed. Interest accrued in respect of any arrears of the participation certificate dividend shall be payable at the same time as payment of such arrears of the participation certificate dividend.

13.3 Capital

On a distribution of assets of the Company among its members on a winding up or other return of capital (other than a redemption, repayment or purchase of any shares), the holders of participation certificates shall be entitled, in priority to any holder of any class of shares in the capital of the Company other than the preference shares, to receive an amount equal to any arrears and accruals of the participation certificate dividend (whether earned or declared or not) payable on the participation certificates (and any interest payable in accordance with article 13.2) calculated up to and including the date of the commencement of the winding up or (in any other case) the date of the return of capital.

13.4 Voting

No holder of participation certificates will be entitled to receive notice of or to attend, or to speak or vote at, any general meeting of the Company in respect of its holding of participation certificates.

13.5 Transfer

The participation certificates shall not be transferable except to a Permitted Transferee of the relevant holder and unless all of the participation certificates held by the transferring holder are transferred at the same time and to the same transferee.

13.6 Redemption

13.6.1 The Company shall have the right, at any time after 30 June 2008 to redeem all of the participation certificates then in issue at a price not exceeding USD 1.00 for all of the participation certificates (to be paid to such one of the holders of participation certificates as may be selected by lot), together with all arrears and accruals of the participation certificate dividend (whether earned or declared or not) payable on the participation certificates (and any interest payable in accordance with article 13.2) calculated up to and including the redemption date (as defined below) by giving to the holders of the participation certificates not less than twenty (20) days' notice in writing of its intention to do so and specifying the date on which certificates in respect of the participation certificates must be delivered to the Company at its registered office and on which payment in respect of the participation certificates will be made (the redemption date).

13.6.2 At the date so fixed, each registered holder of the participation certificates shall be bound to surrender the certificates for its participation certificates (or an indemnity in a form reasonably satisfactory to the Company) to the Company in order that they may be cancelled.

#### 13.7 No variation

Any provision of these Articles according any rights or privileges to holders of participation certificates (including, without limitation, the provisions of this article 13) may only be amended with the prior written consent of the holder(s) of three-quarters in nominal value of the issued participation certificates.

#### 13.8 No further rights to income or capital

Save as provided in this article 13, no holder of participation certificates shall be entitled to any participation in the profits or assets of the Company as a result of its holding of participation certificates.

### 14. Variation of rights

14.1 If at any time the capital of the Company is divided into different classes of shares, the rights attached to any class may (unless otherwise provided by the terms of allotment of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, with the sanction of a separate general meeting of the holders of the shares of that class which is subject to the notice, quorum and voting requirements applying to Extraordinary General Meetings; provided that the rights attaching to the preference shares may be varied or abrogated only with the written consent of the holders of all of the preference shares in issue at the relevant time (and not otherwise).

14.2 For these purposes, unless otherwise provided by the terms of allotment of the shares of the class concerned, the rights attached to a class of shares shall not be deemed to be varied or abrogated:

14.2.1 if the capital paid up on such shares, or any other shares in the capital of the Company, is to be reduced or repaid or otherwise on any reduction or cancellation of capital by the Company made in accordance with the terms of these Articles;

14.2.2 by the purchase, repayment or redemption by the Company of any of its shares in accordance with these Articles; or

14.2.3 if any shares or securities are created, allotted or issued by the Company, which rank (whether as to income or as to capital) equally with, or subsequent to, the shares of that class or confer on the holder's voting rights no more favourable than the shares of that class (or any right to subscribe for, or to convert any security into (or to exchange any security for), such shares or securities is to be granted by the Company).

### 15. Share Certificates and Participation Certificates

15.1 Share certificates and participation certificates may be issued in registered form only.

15.2 Share certificates and participation certificates shall be issued to shareholders and participation certificate holders in accordance with the provisions of the Law in such form as the Board shall determine. Except as provided in article 10, certificates may only be exchanged for other certificates with the consent of the Board and subject to such conditions as the Board may determine. In the case of joint holders, delivery of a certificate to one shall be delivery to all. Share certificates and participation certificates shall be signed by two Directors or by one Director and one officer with due authority from the Board registered as required by the Law. Signatures of Directors may be reproduced in facsimile form.

15.3 Where part only of the shares comprised in a certificate for registered shares is transferred, the old certificate shall be cancelled and a new certificate for the balance of such shares issued in lieu without charge.

15.4 If a certificate is damaged or defaced or alleged to have been lost or destroyed, a new registered share certificate may be issued to the holder upon request subject to delivery up of the old certificate or (if alleged to have been lost or destroyed) compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the Board may think fit.

15.5 The registered holder of any share or participation certificate shall be the owner of such share or participation certificate and the Company shall not be bound to recognise any other claim to or interest in any such share on the part of any other person.

15.6 The Company shall regard the first named of any joint holder of registered shares or participation certificates as having been appointed by the joint holders to receive all notices and to give an effectual receipt for any dividend payable in respect of such shares or participation certificates.

15.7 The Company shall not accept the registration of more than four joint holders of registered shares or participation certificates and in addition shall have the right at any time to suspend the exercise of any rights attached to any share or participation certificate until one person is designated to be, for the Company's purposes, owner of the shares or participation certificate.

15.8 The Register may be closed during such time as the Board thinks fit, not exceeding, in the whole, thirty Business Days in each year.

15.9 The Register shall be kept at the Registered Office and shall be open for inspection by shareholders and the holders of participation certificates between 10.00 a.m. and 12.00 on any Business Day.

## 16. Transfer

16.1 Except as may otherwise be provided by these Articles, shares and participation certificates shall not be subject to any restriction in respect of transfer and they shall be free of any charge.

16.2 Shares may not be transferred by a Shareholder:

16.2.1 other than to a Permitted Transferee in accordance with article 16.11 (or otherwise with the prior written consent of each Shareholder Group):

(a) during the period of four (4) years from the Completion Date; or

(b) thereafter unless:

(i) the transferee (if not already a Shareholder) executes a Deed of Adherence agreeing to be bound by the provisions of these Articles;

(ii) the transferring Shareholder (either itself or together with other members of the same Shareholder Group) transfers, at the same time and to the same transferee (or to more than one transferee in the same Corporate Group), equal numbers of A shares and B shares; and

(iii) the transfer is otherwise made in accordance with these Articles (including this article 16).

16.3 Transfer Notice

16.3.1 If any member or members of a Shareholder Group (together, a Transferring Shareholder) wishes to transfer any Shares (the Offered Shares) after the initial period referred to in article 16.2.1 above (whether pursuant to a Third Party Offer or otherwise), it must first give written notice (a Transfer Notice) to the members of each other Shareholder Group (each such other Shareholder Group being referred to as a Remaining Shareholder Group, and the Shareholders to whom notice must be given in accordance with this article 16.3.1 being referred to as the Remaining Shareholder(s)), offering to sell all of the Offered Shares to the Remaining Shareholders on the basis of this article 16 (such offer to sell being referred to as the Pre-emption Offer). A Transfer Notice shall be irrevocable and the Offered Shares must comprise equal numbers of A shares and B shares.

16.3.2 The Transfer Notice must also:

(a) state the period (the Acceptance Period) within which the Pre-emption Offer shall remain open to be accepted, which period shall not be less than thirty (30) days, nor more than forty-five (45) days, from the date of the Transfer Notice;

(b) state the number of shares which are the subject of the Pre-emption Offer;

(c) contain full details of the terms and conditions of, and consideration for, the proposed transfer, including the price per share at which the Transferring Shareholder wishes to transfer the Offered Shares, which terms, conditions and consideration (in the case of a proposed transfer pursuant to a Third Party Offer) shall be no less favourable than those contained in the Third Party Offer; and

(d) in the case of a proposed transfer pursuant to a Third Party Offer:

(i) provide full details of the Third Party Purchaser and of all other relevant terms and conditions of the Offer; and

(ii) contain confirmation that the Third Party Offer complies with the requirements for such an offer as set out in the definition of «Third Party Offer».

16.4 Rights of Remaining Shareholders

On receipt of a Transfer Notice, each Remaining Shareholder Group may:

16.4.1 send a written notice to the Transferring Shareholder within the Acceptance Period accepting the Pre-emption Offer in respect of some or all of the shares (and in respect of equal numbers of A shares and B shares) to which the Pre-emption Offer relates (an Acceptance Notice);

16.4.2 send a written notice to the Transferring Shareholder within the Acceptance Period declining the Pre-emption Offer and, if relevant, the Third Party Offer;

16.4.3 not reply to the Transfer Notice within the Acceptance Period, in which case the Remaining Shareholder Group shall be deemed to have declined the Pre-emption Offer and, if relevant, the Third Party Offer;

16.4.4 if the proposed transfer is pursuant to a Third Party Offer, send a written notice to the Transferring Shareholder within the Acceptance Period (a Sale Notice) accepting the Third Party Offer in respect of the same proportion of its shares (and in respect of equal numbers of A shares and B shares) as the Transferring Shareholder can sell of its shares under the Third Party Offer, at the same price and otherwise on the same terms and conditions as those contained in the Third Party Offer; or

16.4.5 if the proposed transfer is pursuant to a Third Party Offer, send a written notice to the Transferring Shareholder within the Acceptance Period (also a Sale Notice):

(a) accepting the Pre-emption Offer in respect of some or all of the shares to which the Pre-emption Offer relates (and in respect of equal numbers of A shares and B shares); and

(b) also, in the event that the Pre-emption Offer is not accepted by the Remaining Shareholders in respect of all of the shares the subject of the Pre-emption Offer within the Acceptance Period, accepting the Third Party Offer in respect of the same proportion of its shares (and in respect of equal numbers of A shares and B shares) as the Transferring Shareholder can sell of its Shares under the Third Party Offer, at the same price and otherwise on the same terms and conditions as those contained in the Third Party Offer.

16.5 Non-acceptance of Pre-emption Offer

If the Pre-emption Offer is not accepted by the Remaining Shareholder Groups in respect of all of the shares the subject of the Pre-emption Offer within the Acceptance Period, then:

16.5.1 if the proposed transfer is pursuant to a Third Party Offer and no Sale Notice has been given, the Transferring Shareholder may (subject always to article 16.2) accept the Third Party Offer and sell such shares to the Third Party

Purchaser making the Third Party Offer on a bona fide arm's length sale and on the terms and conditions of the Third Party Offer (and otherwise on terms and conditions no more favourable than those specified in the Transfer Notice), provided that the transfer is completed within sixty (60) days after the date of the Transfer Notice;

16.5.2 if the proposed transfer is pursuant to a Third Party Offer and no Sale Notice has been given, then the Transferring Shareholder and each Remaining Shareholder Group which has issued a Sale Notice within the Acceptance Period shall be bound to accept the Third Party Offer and sell, or procure the sale of, the same proportion of their Shares (and equal numbers of A shares and B shares) to the Third Party Purchaser making the Third Party Offer on the terms and conditions (to the extent applicable) of the Third Party Offer (and otherwise on terms and conditions no more favourable than those specified in the Transfer Notice), in which case completion of the sale and purchase of the relevant Shares shall take place within thirty (30) days of the end of the Acceptance Period; or

16.5.3 if the proposed transfer is not pursuant to a Third Party Offer, the Transferring Shareholder shall be at liberty to seek a Third Party Purchaser willing to make a Third Party Offer which complies with these Articles, in which case the Transferring Shareholder must serve a new Transfer Notice in accordance with article 16.3.1 and the provisions of articles 16.3 to 16.9 shall apply.

#### 16.6 Acceptance of Pre-emption Offer

If the Pre-emption Offer is accepted by any one or more of the Remaining Shareholder Groups in respect of all (but not some only) of the shares the subject of the Pre-emption Offer within the Acceptance Period, then the Transferring Shareholder shall be bound to sell such shares to such Remaining Shareholder Groups (and such Remaining Shareholder Groups shall be bound to purchase such Shares) in proportion to their respective Equity Proportions or, if any Remaining Shareholder Group accepted the Pre-emption Offer in respect of less than its Equity Proportion of the relevant shares, in the proportions in which they accepted the Pre-emption Offer. In such case, any Sale Notice that has been issued shall (except, in the case of a Sale Notice given under article 16.5.3, to the extent that such Sale Notice related to acceptance of the Pre-emption Offer) be of no effect and completion of the sale and purchase of the relevant shares shall take place within thirty (30) days of the end of the Acceptance Period.

#### 16.7 Sale terms

Any sale of shares, whether to a Remaining Shareholder or to a Third Party Purchaser, in accordance with a Third Party Offer, an Acceptance Notice or a Sale Notice shall be on the following terms:

16.7.1 the transferee, in the case of a sale of Shares to a Remaining Shareholder Group, shall be the Remaining Shareholder notified for the purpose by such Remaining Shareholder Group to the Transferring Shareholder at least five (5) Business Days before the date of completion of the sale;

16.7.2 the shares will be sold fully paid and free from all options, equities, pledges, liens, charges and encumbrances and third party rights of any nature whatsoever and together with all rights of any nature attaching to them as at the date of the Transfer Notice, including all rights to any dividends or other distributions declared, paid or made after such date;

16.7.3 the selling Shareholder shall deliver to the Remaining Shareholder/Third Party Purchaser, in respect of the shares it is selling, duly executed transfer(s) in favour of the Remaining Shareholder/Third Party Purchaser, or as it may direct, together with the appropriate share certificate(s) and a certified copy of any authority under which such transfer(s) is/are executed;

16.7.4 against delivery of the transfer(s), the Remaining Shareholder/Third Party Purchaser shall pay the total consideration due for the shares to the selling Shareholder either, at the election of the selling Shareholder, by bankers draft or by telegraphic transfer to the bank account of the selling Shareholder notified by it for the purpose at least five (5) Business Days before the date of completion of the sale, for value on the date of completion;

16.7.5 the Parties shall ensure (insofar as they are able) that the relevant transfer or transfers are registered in the name of the Remaining Shareholder/Third Party Purchaser or as it may direct;

16.7.6 the selling Shareholder shall do all such other things and execute all other documents (including any deed) as the Remaining Shareholder/Third Party Purchaser may reasonably request to give effect to the sale and purchase of the selling Shareholder's Shares;

16.7.7 if the buyer is a Third Party Purchaser, it shall execute a Deed of Adherence agreeing to be bound by the terms of these Articles; and

16.7.8 completion of the sale of shares of all selling Shareholders must take place simultaneously if a Sale Notice has been served.

#### 16.8 Failure to complete

If any Shareholder fails to transfer any of its shares to any Remaining Shareholder or any Third Party Purchaser on the due date in accordance with this article 16, then (until such Shareholder complies with its obligations under this article 16):

16.8.1 that Shareholder and any other members of its Shareholder Group shall not be entitled to exercise any of their rights or powers as Shareholders in respect of the Company (including, without limitation, powers or rights in relation to management of and participation in the profits of the Company) under these Articles or otherwise; and

16.8.2 the Directors appointed by that Shareholder and any other members of its Shareholder Group (or their predecessors in title) shall not be entitled to vote at any Board meeting and, for the purposes of article 26.6, the quorum for a Board meeting shall not be required to include the Directors, as the case may be, appointed by that Shareholder and any other members of its Shareholder Group (or their predecessors in title).

#### 16.9 General

16.9.1 The Shareholders shall keep the Company and each other informed, at all times, of the issue and contents of any notice served pursuant to this article 16 and any election or acceptance relating thereto.

16.9.2 The Shareholders shall give (or shall procure that any Group Company shall give) any approvals required by these Articles in relation to any transfer of shares permitted by the terms of this article 16 and each Shareholder shall waive any pre-emption rights to the transfer of shares contained in these Articles or available to it at law to the extent necessary to give effect to these Articles.

#### 16.10 Preference Shares

Provided that the relevant transferor shall first have consulted with the other Shareholders and considered their reasonable comments in relation to the proposed transfer, any preference shares may be transferred to any person in accordance with the Articles (but not otherwise). None of the provisions of this article 16 shall apply to any such transfer.

#### 16.11 Permitted Transfers

16.11.1 A Shareholder may at any time transfer any of the shares held by it to a Permitted Transferee by giving prior written notice to the other Shareholders, provided that the Permitted Transferee (a) shall have executed a Deed of Adherence and (b) is under an obligation to the transferring Shareholder to retransfer its shares in accordance with the provisions of article 16.11.3.

16.11.2 For the purposes of this article 16.11 (notwithstanding any other provisions of these Articles), DEBSWANA and its Permitted Transferees shall be Permitted Transferees of CIDBI in relation to any Shares held by CIDBI in which DEBSWANA and/or its Permitted Transferees have a beneficial interest and CHL and its Permitted Transferees shall be Permitted Transferees of CIDBI in relation to any Shares held by CIDBI in which CHL and/or its Permitted Transferees have a beneficial interest.

16.11.3 Each Shareholder undertakes to ensure that any of its Permitted Transferees which holds shares shall transfer all of the shares which it then holds to a Shareholder of which it is a Permitted Transferee (or to another Permitted Transferee of such a Shareholder) before such Permitted Transferee ceases to be a Permitted Transferee of that Shareholder at any time. In the event that the Permitted Transferee of any Shareholder is a member of Anglo's Corporate Group, of Debswana's Corporate Group or CHL's Corporate Group then, if such Shareholder shall cease to be a member of the relevant Corporate Group after the transfer in question, no further transfer shall be required by the said Permitted Transferee.

#### 16.12 General

16.12.1 The Board may refuse to accept or give effect to any transfer of the Company's registered shares (other than pursuant to a normal stock exchange transaction), and may refuse to give effect to any instruction regarding the payment of dividends, if the Board, after due deliberation and at its sole discretion, believes for any reason that such transfer or instruction:

- (a) has been executed or given in circumstances indicating that the shareholder concerned had not acted of his own volition; or
- (b) reflects or was executed pursuant to a confiscatory or expropriatory act of a foreign authority; or
- (c) reflects or was executed pursuant to a compulsory transfer under the laws of a foreign jurisdiction for no consideration or for consideration which would be regarded as inadequate in normal business practice.

The Board may require indemnities from any person requesting it to exercise its powers hereunder.

16.13 The transfer of registered shares shall take effect upon an entry being made in the Register pursuant to an instrument of transfer, dated and signed by or on behalf of the transferor and the transferee or by their authorised agents, or pursuant to an instrument of transfer or other documents in a form which the Board deems in its discretion sufficient to establish the agreement of the transferor to transfer and the agreement of the transferee to accept transfer. Instruments of transfer of registered shares shall be lodged at a Transfer Office of the Company accompanied by the certificate or certificates in respect of such shares as are to be transferred and, if the instrument of transfer is executed by some other person on behalf of the transferor or transferee, evidence for the authority of the person so to do, and/or such other evidence as the Board may require to prove title of the transferor or his right to transfer the shares.

16.14 Any person becoming entitled to shares in consequence of the death or insolvency of any shareholder, upon producing evidence in respect of which he proposes to act under this article or of his title, as the Board thinks sufficient in its discretion, may be registered as a Shareholder in respect of such shares or may, subject to these Articles, transfer such shares. Where joint holders are registered holders of a share or shares then in the event of the death of any joint holder and in the absence of an appropriate amendment in the register at the request of the legal successor of the deceased joint holder and the remaining joint holder or holders, the remaining joint holder or holders shall be, for the Company's purposes, the owner or owners of the said share or shares and the Company shall recognise no claim in respect of the estate of any deceased joint holder except in the case of the last survivor of such joint holders.

16.15 The Company will make no charge in respect of the registration of a transfer or any other document relating to the right of title to any share.

## 17. Partly Paid Shares

17.1 The Board may from time to time make such calls as it thinks fit upon the Shareholders in respect of all subscription money unpaid upon shares allotted to or held by them (whether on account of the amount of the share or by way of premium). Such calls shall be upon such terms and conditions and made in such manner as the Board may from time to time direct.

17.2 The Board may refuse to register any share transfer in respect of any share in respect of which any subscription moneys remain unpaid.

17.3 Holders of shares in respect of which calls have been duly made and which remain unpaid shall have no right to vote or exercise any other rights attaching to such shares and the payment of dividends or any other benefit in respect of such shares shall be suspended and the Company shall have the right to sell or purchase into treasury such shares from the registered holder thereof at a price equal to the amount paid up on such shares.

17.4 No such sale shall be made until notice in writing of the intention to sell shall have been served on or delivered to such Shareholder and default shall have been made by him in the payment of such call for fourteen days after such notice. The net proceeds of such sale shall be applied in the satisfaction of the call and the residue (if any) paid to the Shareholder.

17.5 Upon any such sale the Board may cause the purchaser's name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see to the application of the purchase money nor shall his ownership of the shares be affected by any irregularity or invalidity in the proceedings in reference to such sale.

### **18. Directors and Statutory Auditor**

18.1 The Company shall be managed by a Board comprising not less than three and not more than twenty Directors who need not also be shareholders.

18.2 The business of the Company shall be monitored by one Statutory Auditor, who need not also be a Shareholder.

18.3 Except as otherwise provided herein, the Directors and the Statutory Auditor shall be appointed by the General Meeting.

### **19. Nomination of candidate Directors**

19.1 Subject to articles 19.2 and 19.5, for so long as any Shareholder Group holds in aggregate at least the percentage of the issued Ordinary Shares set out in the first column below, that Shareholder Group shall be entitled to nominate the relevant number of persons set out in the second column below for appointment to the Board as Directors, and the persons so nominated shall be appointed to the Board by the Shareholders in accordance with the Articles.

Percentage of issued Ordinary Shares	Number of Directors
At least 5 per cent., but less than 10 per cent. ....	One
At least 10 per cent., but less than 25 per cent. ....	Two
At least 25 per cent., but less than 35 per cent. ....	Three
At least 35 per cent., but less than 55 per cent. ....	Four
At least 55 per cent., but less than 65 per cent. ....	Five
At least 65 per cent., but less than 75 per cent. ....	Six
At least 75 per cent., but less than 85 per cent. ....	Seven
At least 85 per cent. ....	Eight

Except as set out in articles 19.2 and 19.5, a Shareholder Group shall not be entitled to nominate any person for appointment to the Board for so long as it holds in aggregate less than the Minimum Percentage.

19.2 Notwithstanding the provisions of article 19.1:

19.2.1 for so long as DEBSWANA's Shareholder Group holds less than ten per cent (10 %) of the issued Shares (provided that at least one member of DEBSWANA's Corporate Group is, at the relevant time, a Shareholder), but either DEBSWANA is a Business Partner of the Group or members of the DEBSWANA Corporate Group hold in aggregate at least the Minimum Preference Holding:

(a) DEBSWANA's Shareholder Group shall be entitled to nominate two persons for appointment to the Board as Directors, and the persons so nominated shall be appointed to the Board by the Shareholders in accordance with these Articles; and

(b) DEBSWANA's Shareholder Group shall not in addition be entitled to nominate any person under article 19.1 for appointment to the Board.

19.2.2 if DEBSWANA and its Permitted Transferees do not hold any Shares, but either DEBSWANA is a Business Partner of the Group or members of the DEBSWANA Corporate Group hold in aggregate at least the Minimum Preference Holding, DEBSWANA's Shareholder Group shall be entitled to nominate one person for appointment to the Board as a Director, and the person so nominated shall be appointed to the Board by the Shareholders in accordance with these Articles.

For these purposes, DEBSWANA will be a Business Partner of the Group for so long as the DEBSWANA Group sells its entire annual diamond production to the Group.

19.3 Each Shareholder undertakes that if its Shareholder Group ceases for any reason to be entitled (in accordance with the provisions of this article 19) to nominate for appointment to the Board the number of Directors which at that time have been appointed to the Board by that Shareholder Group, it will immediately ensure that Directors which have been so appointed in excess of the number which may then be nominated by that Shareholder Group for appointment to the Board as determined in accordance with the provisions of this article 19 will resign (and may not be replaced by that Shareholder Group).

19.4 If DEBSWANA's Shareholder Group ceases for any reason to be entitled to nominate Directors under article 19.2, then DEBSWANA's Shareholder Group will immediately ensure that any Directors which have been appointed to the Board by DEBSWANA's Shareholder Group under article 19.2 will resign (but without prejudice to any rights to nominate Directors for appointment to the Board under article 19.1).

19.5 Notwithstanding the provisions of Articles 19.1 to 19.4, any Shareholder may at any time nominate any additional candidate or candidates for election to the office of Director, provided that the following conditions are met in respect of each such additional candidate:

19.5.1 his name, and a resume in such form as may be prescribed by the Board, shall be submitted to the Company at least twelve weeks before the date on which any such election may be approved by the Shareholders; and

19.5.2 the candidate is approved by the Board prior to his election as a Director.

## **20. Election and Term of Office of Directors and the Statutory Auditor**

20.1 The term of office of each Director shall be not more than six years from the date of his appointment.

20.2 The General Meeting shall determine the number of Directors and may dismiss any Director before the expiry of the term of his office, notwithstanding any agreement between the Company and such Director.

20.3 The terms of office of Directors shall end immediately after the Annual General Meeting at which he retires.

20.4 In the case where the office of a Director shall become vacant following death, resignation or otherwise, the remaining members of the Board may convene and elect by majority vote a Director to fill the vacancy so arising until the next General Meeting. No person shall, unless nominated in accordance with the provisions of these Articles, be eligible to fill a vacancy on the Board in accordance with this Article.

20.5 Notwithstanding any vacancy, the continuing Directors at any time may act as the Board, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles the continuing Directors or Director may act together for the purpose of summoning General Meetings or of filling such vacancies, but not for any other purpose. If there be no Directors or Director able or willing to act, then any Shareholder may summon a General Meeting for the purpose of electing Directors in the manner specified in article 33.4.4.

20.6 No person shall, unless nominated in accordance with the provisions of these Articles, be eligible for election at a General Meeting to the office of Director.

20.7 Any Director may, simultaneously with his office of Director, be employed by the Company in any other capacity or remunerated position (except that of the Statutory Auditor) for a period and upon such conditions as the Board may determine.

20.8 A Director may at any time give notice in writing of his wish to resign by delivering such notice personally to the Secretary, or by leaving it at or sending it to the Registered Office by mail, or telex, telegram or telecopied message, and such resignation shall be effective immediately upon receipt by the Company unless a date certain is specified for it to take effect.

20.9 The Statutory Auditor shall be appointed annually to hold office until the close of the next Annual General Meeting (including any adjournment thereof).

## **21. Appointment and Removal of Directors**

21.1 A Shareholder Group may nominate a person for appointment to the Board as a Director in accordance with article 19, and may require a Director nominated by it to be removed or replaced, by giving written notice to the Company. The Shareholders will vote on any such appointment, removal or replacement in accordance with the provisions of these Articles as soon as practicable after the relevant notice is delivered to the Company.

21.2 Except where a Shareholder shall have failed to comply with its obligations under article 19.3 or article 19.4 (in which case the other Shareholders may take all necessary action to remove the relevant Director, or Directors, appointed by that Shareholder's Shareholder Group and may select by ballot, or in such other manner as they determine, the Director, or Directors, who is, or are, to be removed), any Director appointed by a Shareholder Group under this article 19 may be removed or replaced only in accordance with article 21.

21.3 The Shareholder or Shareholders obliged to procure the resignation of a Director in accordance with article 19.3 or article 19.4, or the Shareholder or Shareholders nominating a Director to be removed in accordance with article 21.1, shall indemnify the Company for any liability arising from any such removal.

## **22. Disqualification of Directors and Statutory Auditors**

The office of Director or Statutory Auditor shall, ipso facto, be vacated:

22.1 if he becomes bankrupt or compounds with his creditors, or takes the benefit of any statute for the time being in force for the relief of insolvent debtors; or

22.2 if by notice in writing under article 20.8 hereof he resigns his office; or

22.3 if he is prohibited by the Law from being a Director or Statutory Auditor; or

22.4 if he ceases to be a Director or Statutory Auditor by virtue of the Law or is removed from office pursuant to these Articles.

## **23. Directors' Interests**

23.1 No Director shall be disqualified by his office from contracting with the Company, either as a vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company, in which any Director shall be personally interested, be avoided.

23.2 A Director so contracting or being so interested shall not be liable to account to the Company for any profit realised by any such contract or arrangement, by reason of such Director holding that office, or of the fiduciary relationship thereby established, provided that the nature of his interest is disclosed at the meeting of the Board at which the contract or arrangement is determined on, if his interest then exists, and in any other case at the first meeting of the Board after the acquisition of his interest. No Director who has disclosed a personal interest in accordance with the provisions of this article shall vote in respect of any contract or arrangement in which he is so interested. If he does so vote his vote shall not be counted.

23.3 To the extent permitted by the Law, a personal interest affected by this article shall not include an interest in any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity or to any contract or dealing with a company of which the Directors of the Company or any of them may be directors or shareholders, and, to a like extent, this prohibition may at any time or times be suspended or relaxed to any extent by the General Meeting.

23.4 A general notice in writing to the Board that a Director is a member or shareholder of any specified firm or company with whom any contract is proposed to be entered into in relation to the affairs of the Company, and is to be

regarded as interested in any subsequent transactions with such firm or company, shall be a sufficient disclosure under this article as regards such subsequent transactions, and after such general notice it shall not be necessary to give any special notice relating to any particular transactions with such firm or company.

23.5 Any Board resolution relating to any transaction of the Company in which any of the Directors had an interest opposed to that of the Company shall be notified or described (orally or in writing) to the next General Meeting (whether or not such notification appears as an item on the agenda for such meeting).

#### **24. Remuneration of Directors and Statutory Auditor**

24.1 The General Meeting may from time to time determine and allot to the Directors and the Statutory Auditor remuneration in the form of fixed or proportional emoluments and/or Directors' fees (which shall be allocated amongst themselves as the Directors may determine or, failing such determination, equally). The Board shall have authority to determine from time to time, having regard to services performed by each Director, whether in his capacity as Director or otherwise (including, without limitation, in respect of any capacity or remunerated position under article 20.7), the amount of any additional remuneration which shall be payable to each Director by way of salary, commission, share of earnings or as otherwise determined by the Board. The Directors may also be paid all traveling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board or any committee of the Board or General Meetings or in connection with the business of the Company.

24.2 All emoluments and fees paid under this article, shall be entered in the books under the heading of general expenses.

#### **25. Officers**

25.1 The Board shall appoint one of the Directors as Chairman and may, at its discretion, appoint one or more of the Directors, as a Deputy Chairman (or two or more Deputy Chairmen) of the Company having such powers as may be delegated to them by the Board from time to time. The Board shall also appoint a Secretary to perform the duties accorded to such office under these Articles or delegated to the Secretary by the Board from time to time. The Board may also appoint a Treasurer and such Vice-Presidents and other officers and agents of the Company as it deems appropriate or necessary, who need not be Directors of the Company, and who shall have such powers as may be delegated to them by the Board from time to time. Any number of offices may be held by the same person. All of such officers shall hold office during the pleasure of the Board.

25.2 The officers, where required to be Directors, shall be elected by means of procedures determined by the Board and they shall respectively hold office for the term specified by the Board until their successors are elected, unless sooner removed in accordance with the procedures determined by the Board.

#### **26. Proceedings of the Board**

26.1 The Chairman shall preside, when present, at all meetings of the Board and he shall have such further powers and duties as may be conferred upon him from time to time by the Board. If no Chairman or Deputy Chairman shall have been elected or if at any meeting of the Board no Chairman or Deputy Chairman shall be present within five minutes after the time appointed for the holding of the meeting, the Directors present may choose one of their number to be the chairman of the meeting.

26.2 If at any time there is more than one Deputy Chairman, the right in the absence of the Chairman to preside at a meeting of the Board or of the shareholders shall be determined as between the Deputy Chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the Board.

26.3 Subject to article 26.6, at least ten (10) Business Days' written notice shall be given to each Director of any Board meeting, unless there are exceptional circumstances or at least one Director appointed by each Shareholder Group which holds at least the Minimum Percentage approves a shorter notice period.

26.4 Any notice shall include an agenda identifying in reasonable detail the matters to be discussed at the meeting together with copies of any relevant papers to be discussed at the meeting. If any matter is not identified in reasonable detail, the Board shall not decide on it, unless at least one Director appointed by each Shareholder Group which holds at least the Minimum Percentage agrees in writing.

26.5 Unless otherwise agreed by each Shareholder Group which holds at least the Minimum Percentage, Board meetings will be held at least four (4) times in each year, at least two (2) of which will be held in Luxembourg. In addition, any Director will be entitled to require the Company to call a meeting of the Board by giving written notice to the company secretary or the Chairman, in which case the Company will ensure that such meeting is promptly called and that notice of such meeting is given to all of the Directors in accordance with the provisions of this article 26. Any Director may waive notice of any meeting either prospectively or retrospectively.

26.6 The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit, provided at all times there is a quorum of at least one Director (or his proxy) appointed by each Shareholder Group which is entitled to nominate Directors under article 19.1. If a quorum is not present within thirty (30) minutes from the time when a meeting of the Board (of which due notice has been given in accordance with article 26.3) should have begun or if during the meeting there is no longer a quorum present, the meeting shall be adjourned to the same time and place five (5) Business Days after the original date and at that adjourned meeting any two (2) Directors (or their proxies) present shall be a quorum. At least three (3) Business Days' notice of the adjourned meeting will be given to each of the Directors (unless there are exceptional circumstances or at least one Director nominated by each Shareholder Group which holds at least the Minimum Percentage (as set out in article 19.1) approves a shorter notice period), and any such notice will be given in the same manner, and specifying the same agenda, as for the original meeting.

26.7 A Director may participate in a meeting of the Board by telephone or other communications equipment provided all Directors participating in the meeting are able to hear each other, and such participation shall constitute presence in person at such meeting.



26.8 A Director may give a proxy to another Director to attend any meeting of the Board. A proxy must be in writing, but may consist of an e-mail, telegram or faxed message.

26.9 Resolutions or other courses of action decided upon by the Board shall be approved by a simple majority of votes. In the case of an equality of votes the chairman of the meeting shall not have a second or casting vote.

26.10 No Director may be counted for the purpose of constituting a quorum or may cast a vote in respect of resolutions of the Board which relate to his own appointment either to an office or to another position being remunerated by the Company or which prescribes or amends the conditions of any such appointment.

26.11 Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a resolution setting forth such action is signed by all Directors. Such signatures may appear on a single document or multiple copies of an identical resolution whether in the form of a letter, e-mail, telegram or faxed message, and shall be filed with the minutes of the proceedings of the Board.

26.12 All acts done at any meeting of the Board, or of a committee of the Board appointed under article 29, or by any person acting as a Director, shall notwithstanding that it shall be afterwards discovered that there was some defect in the appointment of such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

### **27. Resolutions of the Board**

27.1 The resolutions or other actions decided upon by the Board shall be confirmed in minutes signed by the chairman and the secretary of the meeting.

27.2 Copies of or extracts from such minutes shall be signed by any Director, or the Secretary.

### **28. Powers of the Board**

The Board shall have the widest powers to do all actions necessary or useful in the interest of the Company, except those expressly reserved for the General Meeting by the Law or by these Articles.

### **29. Delegation by the Board**

29.1 The Board may from time to time delegate any of its powers apart from the power to determine policy and strategy to an executive or any other committee or committees whether formed from among its own members or not, and to one or more Directors, managers or other agents, who need not necessarily be shareholders and may give authority to such committees, Directors, managers or other agents to sub-delegate. The Board shall determine the powers and special remuneration attached to this delegation of authority.

29.2 If authority is delegated to one or more Directors for day-to-day management, the prior consent of the General Meeting is required.

29.3 The Board may also confer any special powers upon one or more attorneys or agents of its choice.

29.4 The Company will be bound in all circumstances by the joint signatures of any two Directors, or by the single signature of any person appointed with special powers pursuant to article 29.3 in relation to the exercise of those special powers.

### **30. Seal**

30.1 The Company may have one or more seals each bearing upon its face the name of the Company. The Board shall provide for the safe custody of each seal. The seal shall be affixed only:

30.1.1 in the presence of a person authorized for this purpose by the Board who shall add their signature beside the impression made and who, unless otherwise specifically determined by the Board, shall be a Director; or

30.1.2 in the presence of the Secretary who shall add his signature beside the impression made for the purpose of authenticating any document required to be authenticated by him and to any instrument which the Board has approved beforehand specifically.

30.2 The Company shall have the power to perform any act or authenticate any document without use of the seal.

### **31. Powers of General Meeting**

The General Meeting has the fullest powers to authorise or ratify all acts taken or done on behalf of the Company.

### **32. Extraordinary General Meeting**

A General Meeting called in order to amend these Articles, or to do anything required by these Articles to be done at an Extraordinary General Meeting, or to do any action which by virtue of the Law can only be done upon fulfillment of the same conditions as to notice, majority and quorum as a meeting called to amend these Articles, or to authorise or ratify any such matter shall be called an Extraordinary General Meeting.

### **33. Notice of General Meetings**

33.1 A General Meeting shall be held at the Registered Office on the second Wednesday of the month of April at 10.00 a.m. in Luxembourg or at any other place indicated in the convening notice of the meeting. If this day is not a Business Day, the meeting will take place on the first Business Day thereafter at the same time.

33.2 A General meeting may only be held:

33.2.1 if it is called by notice under article 33.5; or

33.2.2 if all the Shareholders are present or represented in any one place and acknowledge having no objection to the agenda submitted for their consideration, then the meeting may take place without convening notices.

33.3 Any action required or permitted to be taken by the shareholders in General Meeting may be taken without a meeting if a resolution setting forth such action is signed by all shareholders.

33.4 A General Meeting shall be convened by notice issued by:

33.4.1 the Board, whenever in its judgment such a meeting is necessary, and the agenda for such meeting set out in the notice shall be that approved by the Board; or

33.4.2 the Board, after deposit at the Registered Office on a Business Day of a written requisition setting out an agenda and signed by shareholders producing evidence of title to the satisfaction of the Board that they hold shares representing not less than one fifth of the outstanding issued capital of the Company, to be held within one month after deposit of such requisition, and the agenda for such meeting set out in the notice shall be that specified in the requisition; or

33.4.3 the Statutory Auditor, whenever in his judgment such a meeting is necessary, and the agenda for such meeting set out in the notice shall be that approved by the Statutory Auditor; or

33.4.4 any Shareholder, in the circumstances specified in article 20.5 when the agenda for such meeting set out in the notice shall only include consideration of the appointment of certain directors specified in such agenda.

33.5 Notice of General Meetings shall set out the date, place and time of the meeting and the agenda of the meeting. The agenda for an Extraordinary General Meeting shall also, where appropriate, describe any proposed changes to the Articles and, if applicable, set out the text of those changes affecting the object or form of the Company. In addition, such notices shall be sent as hereinafter provided by post or otherwise served on all registered shareholders at least seven days prior to the date of the meeting excluding the day of posting and the day of the meeting. The accidental failure to give notice of a General Meeting or the non-receipt of a notice of General Meeting by any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

33.6 Subject to the rights attaching to any class of shares pursuant to the provisions of these Articles all shareholders shall be entitled to attend and speak at all General Meetings. Subject to the rights attaching to any class of shares pursuant to the provisions of these Articles the Board shall prescribe the conditions to be met by the shareholders in order to attend and vote at a General Meeting including (without limiting the foregoing) the record date for determining the shareholders entitled to receive notice of and to vote at any General Meeting and the conditions upon which holders of bearer shares shall be entitled to attend and to be at General Meetings. Any conditions so prescribed in general shall be available for inspection at the Registered Office, and any conditions relating to a particular meeting shall be specified in the convening notice in respect of such meeting.

#### **34. Proceedings at General Meetings**

34.1 There shall be three or more officers supervising the proceedings of any General Meeting, namely the chairman of the meeting, the secretary of the meeting and one or more scrutineers.

34.2 The Chairman, failing whom, the eldest Deputy Chairman present, shall preside as chairman at every General Meeting, or if at any General Meeting neither the Chairman nor Deputy Chairman be present within 15 minutes after the time appointed for holding such Meeting, the Directors personally present shall choose from one of their number a chairman; and if no Director be present, or if all the Directors present decline to take the chair then those present and entitled to vote shall choose one of their number or some other person to be chairman.

34.3 The Secretary of the Company shall act as secretary of the meeting, or if at any General Meeting the Secretary of the Company be not present within 15 minutes after the time appointed for holding such meeting, the chairman of the meeting shall designate a Director as secretary of the meeting, and if no Director is present, or if all the Directors present decline to act as such those present and entitled to vote shall choose one of their number or some other person present as secretary.

34.4 The chairman of the meeting shall designate either the Statutory Auditor or the Independent Auditor as a scrutineer, or if at any General Meeting such person be not present within 15 minutes after the time appointed for holding such meeting, the chairman of the meeting shall designate a Director or some other person present as a scrutineer.

34.5 The agenda for the General Meeting shall be that set out in the notice of the meeting and no matter not set out in the agenda may be properly brought before or considered by the General Meeting including the dismissal and appointment of Directors and the Statutory Auditor.

34.6 Any shareholder may in writing appoint a proxy, who need not be a Shareholder, to represent him at any General Meeting. Any company being a shareholder may execute a form of proxy under the hand of a duly authorised officer, or may authorize in writing such person as it thinks fit to act as its representative at any General Meeting, subject to the production to the Company of such evidence of authority as the Board may require. The instrument appointing a proxy and the written authority of a representative, together with evidence of the authority of the person by whom the proxy or authority is signed (except in the case of a proxy signed by the Shareholder) shall be deposited at the Registered Office or a Transfer Office two clear Business Days before the time for the holding of the General Meeting or adjourned meeting (as the case may be) at which the person named in such instrument proposes to vote but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

34.7 The quorum for a General Meeting other than an Extraordinary General Meeting shall be at least one member of each Founder Shareholder Group and of each other Shareholder Group which holds at least the Minimum Percentage present in person, by proxy or by representative. The quorum for an Extraordinary General Meeting shall be Shareholders representing at least one half of the outstanding issued Ordinary Shares and shall include at least one member of each Founder Shareholder Group and of each other Shareholder Group which holds at least the Minimum Percentage, in each case present in person, by proxy or by representative.

34.7.1 If the quorum for a General Meeting is not present within thirty (30) minutes from the time when the General Meeting should have begun, or if during the meeting there is no longer a quorum present, the meeting shall be adjourned to the same time and place five (5) Business Days after the original date, and at that adjourned meeting any two (2) Shareholders present (in person or by duly authorized representative or proxy) shall be a quorum. At least (3) Business Days' notice of the adjourned meeting shall be given to each of the Shareholders.

34.7.2 If any Extraordinary General Meeting is convened and a quorum is not present, a second meeting may be called in the manner required by the Law and at that adjourned meeting any two (2) Shareholders present (in person or by duly authorized representative or proxy) shall be a quorum.

34.7.3 If at any such second Extraordinary General Meeting convened in accordance with the provisions of article 34.7.2 a quorum is not present, a third meeting may be called in the manner required by the Law and at that adjourned meeting any one (1) Shareholder present (in person or by duly authorized representative or proxy) shall be a quorum.

34.8 Subject to any restrictions as to voting attached by these Articles to any class of shares, at any General Meeting each Shareholder entitled to attend shall have one vote for each share held.

34.9 At any General Meeting other than an Extraordinary General Meeting any question proposed for the consideration of Shareholders shall be decided on by a simple majority of votes cast. At any Extraordinary General Meeting (including any second meeting called following an Extraordinary General Meeting at which no quorum was present) any question proposed for the consideration of Shareholders shall be decided on by a two thirds majority of the shareholders present or represented. Abstentions shall not be deemed votes cast.

34.10 At any time before the close of any General Meeting the Board may adjourn the meeting for up to four weeks, and it shall do so if requested by shareholders holding shares representing at least one-fifth of the outstanding issued capital. An adjournment shall annul any decision taken. At any reconvened General Meeting the Board may refuse any request for any second adjournment under this article.

### **35. Financial Year**

The Company's financial year begins on 1 January and ends on 31 December of each year.

### **36. Accounts and Financial Statements**

36.1 The Board shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place, and of the assets and liabilities of the Company. The books of account shall be kept at the Registered Office or at such other place or places as the Board thinks fit.

36.2 In respect of each financial year, the Board shall prepare a report incorporating financial statements (Financial Statements) including a consolidated statement of financial position and a consolidated statement of earnings containing a summary of the assets and liabilities of the Company and its subsidiaries made up to the end of the last preceding financial year, and, in respect of financial years ending before 31 December 2007, a statement of the EBITDA of the Company, to which shall be annexed or attached a report of the Independent Auditor and the Statutory Auditor and documents containing all other financial information and details required by the Law.

### **37. Adoption of Financial Statements**

37.1 For at least twenty-one days prior to the Annual General Meeting each Shareholder may obtain a copy of the Financial Statements for the preceding financial year at the Registered Office and inspect all documents required by the Law to be available for inspection.

37.2 At every Annual General Meeting in each year the Board shall present to the meeting the Financial Statements in respect of the preceding financial year for adoption and the meeting shall consider and, if thought fit, adopt the Financial Statements.

37.3 After adoption of the Financial Statements, the Annual General Meeting shall by separate vote, vote on the discharge of the Directors, officers and the Statutory Auditor from any and all liability to the Company in respect of any loss or damage arising out of or in connection with any acts or omissions by or on the part of the Directors, Officers or the Statutory Auditor made or done in good faith without gross negligence. A discharge shall not be valid should the Financial Statements contain any omission or any false or misleading information distorting the real state of affairs of the Company or record the execution of acts not permitted under these Articles unless they have been specifically indicated in the convening notice.

### **38. Appropriation of Earnings**

38.1 The audited unconsolidated earnings in respect of a financial period after deduction of general and operating expenses, charges and depreciations shall constitute the net earnings of the Company in respect of that period.

38.2 From the net earnings thus determined, five per cent shall be deducted and allocated to a legal reserve fund. This deduction will cease to be mandatory when the amount of the legal reserve fund reaches one tenth of the issued capital.

38.3 The General Meeting shall determine the appropriation of the net earnings (including any balance brought forward) on the basis of a proposal submitted by the Board. For so long as there are distributable reserves, this proposal shall include in priority to other distributions or transfers a distribution of dividends for the relevant financial years to the holders of the preference shares calculated in accordance with the provisions of article 12.1.1 and a distribution for the relevant financial years to the holders of participation certificates in accordance with the provisions of article 13.1. Any such proposal may also include a distribution of dividends to holders of the Ordinary Shares (subject to article 38.4), the creation or maintenance of reserve funds and the determination of the balance to be carried forward. Except as provided in these Articles, no dividend shall be payable unless it has been declared by the shareholders in General Meeting.

38.4 Unless otherwise agreed by each of the Shareholders, in each of the financial years in which a distribution to the holders of participation certificates is payable in accordance with article 13 (excluding for this purpose article 13.1.1(ii)), any distribution of dividends to the holders of the Ordinary Shares may only be determined at the same General Meeting at which any distribution to the holders of participation certificates in accordance with article 13 is (or would, but for the provisions of article 13.1.1 (ii) be) determined.

### **39. Dividends**

39.1 Subject to the provisions of article 38 and except as otherwise provided in these Articles, the General Meeting on the recommendation of the Directors may from time to time declare a dividend to be paid to the shareholders out of the amounts legally available therefor. All such dividends shall be paid to shareholders in accordance with their rights and interests, in such amounts and in proportion to the amount paid up on their shares during any portion or portions of the period in respect of which such dividend is paid or made, but excluding any amount in advance of calls, and shall be subject to such conditions as may be prescribed by the General Meeting on the recommendation of the Board or, failing which, by the Board. Dividends may be paid in cash, in property or in fully paid shares or subscription rights or any combination thereof.

39.2 No larger dividend shall be declared by the General Meeting than is recommended by the Board, but the General Meeting may declare a smaller dividend. Except as otherwise provided in these Articles, no dividend shall carry interest as against the Company. A dividend may be paid subject to conditions prescribed by the General Meeting upon the recommendation of the Board.

39.3 The Company may retain the dividends payable upon registered shares in respect of which any person is, under the provisions as to transmission of registered shares hereinbefore contained, entitled to become a shareholder on the record date for determining shareholders entitled to receive such dividends, or which any person is under those provisions entitled to transfer on such date, until such person shall become a shareholder in respect of such shares or shall transfer the same.

39.4 Except as otherwise provided in these Articles, the payment of interim dividends may be authorised by the Board in accordance with the provisions of the Law as applicable at the time such payment is made.

39.5 Dividends payable in cash shall be declared in United States currency. The declaration of any dividend may, however, provide that all or any shareholders resident in any particular jurisdiction or that are paid by any paying agent shall be paid in such other currency or currencies as may be stipulated in such declaration. The declaration may also stipulate the date upon which the United States currency shall be converted into such other currency or currencies, provided such currency conversion date shall be a date not earlier than twenty-one days before the date of declaration of the dividend and not later than the date of payment.

39.6 Unless otherwise directed, any dividends in respect of registered shares may be paid by cheque or warrant sent through the post to the address of the shareholder or person entitled thereto recorded in the Register, or in the case of joint holders to that one first named in the Register in respect of the joint holding, made payable to the order of the person to whom it is sent.

39.7 Subject to the above and the other provisions of these Articles, dividends shall be paid in the manner and at the time determined by the Board.

39.8 Subject to any other provision of these Articles, the Board may fix any date as the record date for any dividend and such record date may be at any time after the Board has published a recommendation in respect of the declaration of a dividend.

### **40. Reserves**

In addition to the reserves required by the Law and these Articles, the Board may create such reserves from time to time as it thinks fit, and shall maintain an extraordinary reserve equal to the aggregate Liquidation Amount of all of the preference shares in issue and outstanding which reserve may be used to fund the payment of any redemption proceeds in the event of the redemption of preference shares in accordance with the provisions of these Articles.

### **41. Independent Auditor**

41.1 Each Annual General Meeting shall appoint an Independent Auditor or Auditors to hold office until the close of the next Annual General Meeting (including any adjournment thereof).

41.2 A Director or officer of the Company or a person being a partner or in the employment of any Director or officer of the Company shall not be capable of being appointed Independent Auditor.

41.3 The Board may fill any casual vacancy in the office of Independent Auditor, but while any such vacancy continues the surviving or continuing Independent Auditor or Auditors (if any) may act.

41.4 The remuneration of the Independent Auditors shall be fixed by the Board.

41.5 The Independent Auditors shall make a report to the shareholders which shall be on and part of the Financial Statements laid before the Annual General Meeting during their tenure of office.

### **42. Notices**

42.1 Any notice or document issued by the Company may be in English and may be served by the Company upon or delivered to any Shareholder holding registered shares either personally or by sending it through the post in prepaid letter, envelope or wrapper, addressed to such Shareholder at his registered address.

42.2 All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the Register, and notice so given shall be sufficient notice to all joint holders of such shares.

42.3 Any notice sent by post shall be deemed to have been served at the time when the letter, envelope or wrapper, containing the same is posted, and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed, and put into the post office, and a certificate in writing signed by any Director, Secretary or other officer of the Company that the letter, envelope or wrapper containing the same was so addressed and posted shall be conclusive evidence thereof.

42.4 Every person who by operation of law, transfer, or other means whatsoever shall become entitled to any registered shares shall be bound by every notice in respect of such shares which prior to his name and address being entered on the Register, shall have been duly given to the person or persons from whom he derived his title to such shares.

42.5 Any notice or document delivered or sent by post to or left at the registered address of any Shareholder holding registered shares in pursuance of these Articles shall, notwithstanding that such shareholder may be then deceased, and whether or not the Company has notice of his death, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such Shareholder, until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his heirs, executors, or administrators, and all persons, if any, jointly interested with him in any such shares.

### **43. Indemnity and Responsibility**

43.1 Subject to article 43.3, every Director, Secretary and other officer, servant or agent of the Company shall be indemnified by the Company against, and it shall be the duty of the Board out of the funds of the Company to pay all damages, charges, costs, losses and expenses which any such Director, Secretary, officer, servant or agent may incur or become liable to by reason of any contract entered into or act or deed done or omitted by him as such Director, Secretary, officer, servant or agent, or in connection with any action or proceeding (including any proceedings in respect of any matter mentioned in article 43.3.1 which are unsuccessful or which are settled, provided in the latter case, the independent legal adviser to the Company advises that in his opinion, had the matter proceeded to final judgment, the Director, Secretary, officer, servant or agent would not have been liable in respect of such matter mentioned in article 43.3.1) to which he may be made a party by reason of his having acted as such or by reason of his having been, at the request of the Company a director or officer of any other company of which the Company is a direct or indirect shareholder and in respect of which he is not entitled to be otherwise fully indemnified or in any way in the discharge of his duties including traveling expenses.

43.2 Subject to article 43.3 no Director, Secretary, officer, servant or agent of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director, Secretary, officer, servant or agent or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or wrongful act of any person with whom any moneys, securities or effects shall be deposited, or for any loss or damage occasioned by any error of judgment or oversight on his part or for any other loss, damage or misfortunes whatever which shall happen in the execution of the duties of his office or in relation thereto.

43.3 A Director shall be liable and shall not be indemnified by the Company in respect of loss or damage:

43.3.1 to the Company, when the same is finally adjudged in legal proceedings to have occurred through his own gross negligence or willful act or default; or

43.3.2 to the extent provided in the Law but no further, to the Company or to third parties when the same is finally adjudged in legal proceedings to have resulted from any breach of the Law or of these Articles unless the Director did not participate in such breach; unless no fault is attributable to the Director and unless the Director notifies the breach to the next General Meeting.

43.4 Should any part of article 43.1 or 43.3.2 be invalid for any reason, or should any rule of law modify the extent to which such articles may be applied, the articles shall nevertheless remain valid and enforceable to the extent that they are not invalid or modified.

### **44. Emergency Procedures**

44.1 The Board shall have power and authority to make such arrangements as it may consider necessary or expedient for the preservation and protection of the undertaking, property and assets of the Company and of the interests of its shareholders against loss or harm resulting from actual or threatened international or national emergencies, wars, revolutions, expropriation, confiscation or other occurrences, restrictions, or natural disasters affecting or potentially affecting such undertaking, property, assets or interests, irrespective of corporate benefit and neither the Company nor any shareholder or creditor of the Company shall have any claim against the Board or the Company to set aside or declare void any such arrangements unless it can be shown that:

44.1.1 such arrangements do not take account of the interests of the shareholders of the Company for the time being; or

44.1.2 such arrangements do not take account of the claims of all creditors and other persons for the time being having bona fide claims against the Company.

44.2 Without limiting the generality of article 44.1 any arrangement which the Board establishes pursuant to that article may take the form of an arrangement or agreement (which may be established under or governed by a law other than Luxembourg law) for transferring ownership of and/or title to any or all of the assets of the Company (including any form of property, rights or claims) to one or more fiduciaries, agents or trustees who may be persons or companies domiciled or resident outside Luxembourg to hold any such assets as fiduciary, agent or trustee for the Company or otherwise, irrespective of corporate benefit, upon and subject to such terms and conditions as the Board may determine to be appropriate.

44.3 Upon fulfillment of the conditions in article 44.4 the Registered Office shall be transferred automatically, without the need for any further consents and approvals, to such place outside of Luxembourg as the Board shall, at the time of fulfillment of the conditions, consider expedient, and the nationality of the Company shall be changed accordingly.

44.4 The conditions subject to which the Registered Office and the nationality of the Company will be changed pursuant to article 44.3 are that:

44.4.1 an international or national emergency, war, revolution, expropriation, confiscation or other occurrence, restriction or natural disaster shall have occurred or be threatened, materially affecting or potentially affecting the undertaking, property or assets of the Company or the interests of its shareholders; and the Board shall have made a declaration to that effect (which shall include a statement of the intended new registered office of the Company)

44.4.2 Upon any transfer of the Registered Office pursuant to article the Board shall:

(a) amend the Articles in order to record the transfer of the Registered Office and may make such other adaptations to the Articles as are necessary to conform with the requirements of the law of the country to which the Registered Office has been relocated; and

(b) serve notice of its declaration on the shareholders and shall take steps to bring it to the attention of interested third parties.

#### 45. Applicable Law

All matters not governed by these Articles shall be determined in accordance with the Law.»

##### *Second resolution*

The share capital of the Company is increased by an amount of USD 18,000,000.00, so as to raise it from its present amount of USD 50,000.00 to USD 18,050,000.00 by the creation and issue of 4,500,000 Class A shares and 4,500,000 Class B shares with a par value of USD 2.00 each.

All the new shares have been entirely subscribed by CENTRAL INVESTMENTS DBI, a company with registered office at 2, rue Tony Neuman, Lys Royal I, L-2241 Luxembourg, and paid up by a contribution in kind consisting of:

a) the following assets:

- 10,000 Class «A» shares having a par value of USD 1.00 each, representing 100 % of the capital of the company CENHOLD LIMITED, a company having its registered office at 9 Columbus Centre, Pelican Drive, Road Town, Tortola, British Virgin Islands.

- 10,000 Class «A» shares having a par value of USD 1.00 each, representing 100 % of the capital of the company MAZARIN HOLDINGS LIMITED, a company having its registered office at 9 Columbus Centre, Pelican Drive, Road Town, Tortola, British Virgin Islands.

- 10,000 Class «A» shares having a par value of USD 1.00 each, representing 100 % of the capital of the company KAVENER HOLDINGS LIMITED, a company having its registered office at 9 Columbus Centre, Pelican Drive, Road Town, Tortola, British Virgin Islands.

- 10,000 Class «A» shares having a par value of USD 1.00 each, representing 100 % of the capital of the company MASSETER LIMITED, a company having its registered office at 9 Columbus Centre, Pelican Drive, Road Town, Tortola, British Virgin Islands.

- 11,762,076 shares having a par value of USD 0.50 each of the capital of the company ANGLO AMERICAN plc («AA-plc»), a company having its registered office at 20 Carlton Terrace, London, United Kingdom, the shares of which are listed on the London Stock Exchange.

- A claim in the amount of USD 3,822,675.00 against the Trustees of the RIVER TRUST, a Trust with registered office at Falcon Cliff, Palace Road, Douglas, Isle of Man.

- The right to receive 7,519,249 DE BEERS CONSOLIDATED MINES LIMITED/DE BEERS CENTENARY AG («DB») linked units (without the right to receive the unbundled AAplc shares nor the dividend of USD 1.30 paid);

- A cash amount of USD 57,548,613.00.

b) the following liabilities and obligation:

- 13,755,840 AAplc shares relating to the DB linked units held by its 4 subsidiaries, together with the dividend of USD 0.325 per share received, and

- 100 Participation Certificates to be issued to DB INVESTMENT S.A.

The value of such contribution in kind, which amounts to USD 1,386,976,874.00 is allotted for USD 18,000,000.00 to the capital of the Company and for USD 1,368,976,874.00 to a share premium account.

Pursuant to Articles 26-1 and 32-1 (5) of the law on commercial companies, the valuation of the contribution in kind has been confirmed to the undersigned notary by a report dated May 23, 2001, established by FIDUCIAIRE AUDITLUX S.à r.l., réviseurs d'entreprises in Luxembourg, which report, after signature ne varietur by the appearing parties and the undersigned notary, will remain attached to the present deed to be filed at the same time with the registration authorities.

Said report has the following conclusions:

##### *«Conclusion*

Based on the verification procedures applied as described above, the value of the contribution is at least equal to:

- 4,500,000 Class «A» shares of USD 2.00 each to be issued at USD 180,053,789.- and

- 4,500,000 Class «B» shares of USD 2.00 at USD 1,206,923,085.- and

- 100 Participation Certificates which will be subscribed by the Company.

We have no further comment to make on the value of the contribution.»

##### *Third resolution*

The share capital of the Company is increased a second time by an amount of USD 10,229,840.00, so as to raise it from its present amount of USD 18,050,000.00 to USD 28,279,840.00 by the creation and issue of 1,000,000 Class A shares, 1,000,000 Class B shares and 3,114,920 Preference Shares with a par value of USD 2.00 each.

All the new shares have been entirely subscribed by DEBSWANA INVESTMENTS, a company with registered office at 6, rue Adolphe Fischer, L-1520 Luxembourg, and paid up by a contribution in kind consisting of one hundred percent (100%) of the shares of PANICEUS HOLDINGS and PISCES HOLDINGS, both with registered office at 9, rue Sainte-Zithe, L-2763 Luxembourg.

The value of such contribution in kind, which amounts to USD 413,960,790.00 is allotted for USD 10,229,840.00 to the capital of the Company and for USD 403,730,950.00 to a share premium account.

Pursuant to Articles 26-1 and 32-1 (5) of the law on commercial companies, the valuation of the contribution in kind has been confirmed to the undersigned notary by a report dated May 22, 2001, established by FIDUCIAIRE AUDITLUX, S.à r.l., réviseurs d'entreprises in Luxembourg, which report, after signature ne varietur by the appearing parties and the undersigned notary, will remain attached to the present deed to be filed at the same time with the registration authorities.

Said report has the following conclusions:

*«Conclusion*

Based on the verification procedures applied as described above: the contribution is at least equal to the number and value of:

- 1,000,000 Class «A» shares at USD 2.00 each to be issued at a price of USD 40.011953 (for an aggregate value of USD 40,011,953.-); and
- 1,000,000 Class «B» shares at USD 2.00 each to be issued at a price of USD 218,202837 (for an aggregate value of USD 218,202,837.-); and
- 3,114,920 preferred shares at USD 2.00 each to be issued at a price of USD 50.00 (for an aggregate value of USD 155,746,000.-).

We have no further comment to make on the value of the contribution.»

*Fourth resolution*

The share capital of the Company is increased a third time by an amount of USD 46,034,040.00, so as to raise it from its present amount of USD 28,279,840.00 to USD 74,313,880.00 by the creation and issue of 4,500,000 Class A shares, 4,500,000 Class B shares and 14,017,020 Preference Shares with a par value of USD 2.00 each.

All the new shares have been entirely subscribed by POSITOR LIMITED, a company with registered office at 20, Carlton House Terrace, London, United Kingdom, and paid up by a contribution in kind consisting of all the assets and liabilities of said company POSITOR LIMITED.

The value of such contribution in kind, which amounts to USD 2,046,916,906.00 is allotted for USD 46,034,040.00 to the capital of the Company and for USD 2,000,882,866.00 to a share premium account.

Pursuant to Articles 26-1 and 32-1 (5) of the law on commercial companies, the valuation of the contribution in kind has been confirmed to the undersigned notary by a report dated May 28, 2001, established by FIDUCIAIRE AUDITLUX, S.à r.l., réviseurs d'entreprises in Luxembourg, which report, after signature ne varietur by the appearing parties and the undersigned notary, will remain attached to the present deed to be filed at the same time with the registration authorities.

Said report has the following conclusions:

*«Conclusion*

Based on the verification procedures applied as described above:

the contribution is at least equal to the number and value of:

- 4,500,000 Class «A» shares at USD 2.00 each at an aggregate premium USD 171,053,789.-; and
- 4,500,000 Class «B» shares at USD 2.00 each to be issued at an aggregate premium of USD 1,157,012,117.-; and
- 14,017,020 preference shares at USD 2.00 each to be issued at an aggregate premium of USD 672,816,960.-.

We have no further comment to make on the value of the contribution.»

*Statement*

The capital increases effected pursuant to resolutions 2, 3 and 4 are effective simultaneously and with immediate effect from the execution of this deed.

*Fifth resolution*

Following the foregoing increases of capital, the share capital is reduced by an amount of USD 50,000.00 by way of cancellation of the initially issued 25,000 A shares of a par value of USD 2.00 each and by the reimbursement in cash to their holders of their nominal value.

The present capital reduction is governed by article 69 (2) of the amended law of August 10, 1915 on commercial companies.

*Sixth resolution*

As a consequence of the four preceding resolutions Article 5.3 of the Company's Articles of Incorporation is amended and shall henceforth read as follows:

«5.3 The Company has an issued capital of seventy-four million two hundred and sixty-three thousand eight hundred and eighty United States dollars (USD 74,263,880.00) divided into ten million (10,000,000) A shares, ten million (10,000,000) B shares and seventeen million one hundred and thirty-one thousand nine hundred and forty (17,131,940) preference shares having a par value of two United States dollars (USD 2.00) each, which have been fully paid up in cash or in kind.»

*Valuation*

For all purposes the contributions in kind have been valued at one hundred eighty-one billion eight hundred and eighty-eight million eighty-five thousand five hundred and twenty-three (181,888,085,523.-) Luxembourg Francs.

*Contribution Tax*

Since the contributions in kind by CENTRAL INVESTMENTS DBI and POSITOR LIMITED consist of all the assets and liabilities of said companies incorporated in the European Union, the Company refers to Article 4-1 of the Law dated 29th December 1971, which provides for contribution tax exemption in such case.

Since the contribution in kind by DEBSWANA INVESTMENTS consists of 100 % of the shares of PANICEUS HOLDINGS and PISCES HOLDINGS, two companies incorporated in the European Union, the Company refers to Article 4-2 of the Law dated 29th December 1971, which provides for contribution tax exemption in such case.

Nothing else being on the agenda and nobody wishing to address the meeting, the meeting was closed at five p.m.

In faith of which We, the undersigned notary, set our hand and seal in Luxembourg City.

On the day named at the beginning of the document.

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

The document having been read and translated into the language of the persons appearing, said persons signed with Us, the notary, the present original deed.

**N.B.**

La traduction française de ce texte se trouve dans le prochain Mémorial C (Numéro 1170).  
(38487/230/1547) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 juin 2001.

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**CIME PRODUCTS AND SERVICES, S.à r.l., Société à responsabilité limitée.**

Siège social: L-1512 Luxembourg, 7, rue Federspiel.  
R. C. Luxembourg B 61.349.

Le bilan au 31 décembre 1999, enregistré à Luxembourg, le 15 juin 2001, vol. 554, fol. 34, case 4, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 19 juin 2001.

*Pour CIME PRODUCTS & SERVICES, S.à r.l.*

CENTRE ARISTOTE

Signature

(38891/713/13) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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**CITITRUST, SICAV, Société d'Investissement à Capital Variable.**

Siège social: L-1330 Luxembourg, 58, boulevard Grande-Duchesse Charlotte.  
R. C. Luxembourg B 50.834.

Le bilan au 31 décembre 2000, enregistré à Luxembourg, le 18 juin 2001, vol. 554, fol. 38, case 6, a été déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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

Luxembourg, le 19 juin 2001.

*On behalf of CitiTrust, SICAV*

CITIBANK INTERNATIONAL PLC

(LUXEMBOURG BRANCH)

Signature

(38894/000/14) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 juin 2001.

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