

MEMORIAL

Journal Officiel du Grand-Duché de Luxembourg



MEMORIAL

Amtsblatt des Großherzogtums Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

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KOCH WORLDWIDE INVESTMENTS (LUXEMBOURG), S.à r.l., Société à responsabilité limitée.

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

R. C. Luxembourg B 99.512.

Les statuts coordonnés suivant l'acte n° 39128 ont été déposés au registre de commerce et des sociétés de Luxembourg, le 25 avril 2006.

J. Elvinger

Notaire

(036444/211/10) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2006.



SENIOREN TREFF GEMENG KÄERCH, A.s.b.l., Vereinigung ohne Gewinnzweck.

Gesellschaftssitz: L-8386 Koerich, rue Fockeschlass.

H. R. Luxemburg F 1.488.

STATUTEN

Kapitel 1. Name, Sitz und Dauer

- **Art. 1. Name und Rechtsform.** Die Vereinigung trägt den Namen SENIOREN TREFF GEMENG KÄERCH und ist eine Vereinigung ohne Gewinnzweck gemäss dem abgeänderten Gesetz vom 21. April 1928.
 - Art. 2. Sitz. Die Vereinigung hat ihren Sitz im Gemeindesaal rue Fockeschlass, L-8386 in Koerich.
 - Art. 3. Dauer. Die Dauer ist unbegrenzt.

Kapitel 2. Zweck und Gegenstand

Art. 4. Zweck. Zweck der Vereinigung ist ein Zusammenschluss aller Seniorinnen und Senioren aus der Gemeinde Koerich und Umgebung, egal welchen Alters, Geschlechts, Herkunft oder Religion. Die Aktivitäten des Vereines haben keine politischen oder konfessionellen Tendenzen.

Gegenstand der Vereinigung ist, ihren Mitgliedern durch regelmässige Zusammenkünfte Gelegenheit zu geben zu gemütlichem Zusammensein und Zerstreuung, ihnen nach Möglichkeit Unterstützung und Beistand zu gewähren und durch Freundschaft sich gegenseitig die Tage des Alters leichter zu machen.

Kapitel 3. Mitgliedschaft

- Art. 5. Mitgliedschaft. Mitglied kann jeder werden, welcher einen jährlichen Beitrag bezahlt. Die Mitgliedschaft ist Personengebunden. Die Mindestzahl der Mitglieder ist 10 (zehn). Die Vereinigung besteht aus effektiven Mitgliedern und Spendern. Die Ehrenmitgliedschaft kann vom Vorstand verliehen werden.
- Art. 6. Austritt und Ausschluss. Die Mitgliedschaft erlischt bei freiwilligem Austritt, Tod oder Ausschluss. Der Ausschluss wird gemäss der im Gesetz vom 21. April 1928 aufgestellten Regeln abgewickelt.

Kapitel 4. Verwaltungsrat

Art. 7. Zusammensetzung. Die Vereinigung wird durch einen Verwaltungsrat von mindestens 5 Mitgliedern geleitet (Präsident, Vizepräsident, Sekretär, Kassierer und Beisitzende). Die Mitglieder sind auf drei Jahre gewählt.

Kandidaturenerklärungen sind bis vor Beginn der Generalversammlung beim Präsidenten einzureichen. Bei Stimmengleichheit erfolgt eine Stichwahl. Bei nochmaliger Stimmengleichheit gilt der Ältere als gewählt. Die Verwaltungsratmitglieder werden von der Generalversammlung gewählt. Ab dem dritten Gründungsjahr ist ein Drittel der Mitglieder austretend, welche durch das Los bestimmt werden. Diese sind wieder wählbar und gehören dem Verwaltungsrat wieder für drei Jahre an. Der Präsident und der Vizepräsident sind nie im gleichen Jahr austretend. Im Laufe eines Jahres können neue Mitglieder vom Vorstand kooptiert werden. Die Zahl der Mitglieder wird auf 11 begrenzt wobei, nur zwei aus einer Familie zugelassen sind.

- Art. 8. Befugnisse und Bevollmächtigung. Dem Verwaltungsrat obliegt die Geschäftsführung und die Vertretung des Vereins vor Gericht. Alles was nicht ausdrücklich der Generalversammlung durch die Satzung oder das Gesetz vorbehalten ist, fällt unter die Zuständigkeit des Verwaltungsrates. Für alle Handlungen genügen zur gültigen Vertretung des Vereins Dritten gegenüber die Unterschrift des Präsidenten oder seines mandatierten Stellvertreters.
- Art. 9. Einberufung. Der Verwaltungsrat tritt auf Einladung des Präsidenten oder mindestens zwei der Verwaltungsmitglieder wenigstens vier mal im Jahr zusammen. Er ist beschlussfähig, wenn die Mehrheit der Mitglieder anwesend ist. Die Entscheidungen werden mit einer 2/3 Mehrheit getroffen, wobei die Stimme des Präsidenten in den Berichten niedergeschrieben, welche durch den Präsidenten und den Sekretär unterzeichnet und in ein besonderes Register eingetragen werden. Ein Mitglied des Verwaltungsrates, welches unentschuldigt in drei Sitzungen während eines Geschäftsjahres fehlt, gilt als austretend.

Kapitel 5. Generalversammlung

Art. 10. Befugnisse. Die Art. 4, 7, und 8 des Gesetzes vom 21. April 1928 regeln die Befugnisse der Generalversammlung.

Der Generalversammlung vorbehalten sind:

- a) die Änderung der Statuten,
- b) die Wahl des Verwaltungsrates,
- c) die Wahl von zwei Kassenrevisoren.
- Art. 11. Einberufung. Die Generalversammlung findet jedes Jahr vor dem 1. März statt. Eine ausserordentliche Generalversammlung kann so oft einberufen werden wie nötig, sei es auf Beschluss des Verwaltungsrates oder auf schriftliche Anfrage von mindestens einem Fünftel der Mitglieder. Die Einladungen geschehen auf Betreiben des Vorstandes durch schriftliche Mitteilung mindestens fünf Tage vor dem Versarnmlungstermin. Die Einladung enthält die Tagesordnung.
- Art. 12. Vorsitz. Die Generalversammlung wird geleitet vom Präsidenten des Verwaltungsrates und in dessen Abwesenheit durch seinen Stellvertreter.
 - Art. 13. Beschlussfassung. In der Generalversammlung hat jedes anwesende Mitglied eine Stimme.



Die Beratungen werden durch Art. 7 und 8 des Gesetzes vom 21. April 1928 geregelt, besonders was die Abänderung der Statuten betrifft. Im Falle von Stimmengleichheit entscheidet die Stimme des Präsidenten oder dessen Vertreters.

Jeder Antrag, der von einem Zwanzigstel der Mitglieder unterschrieben wird, muss auf die Tagesordnung gesetzt werden.

Die Beschlüsse der Generalversammlung werden im vorgenannten Register (Art. 9) vom Sekretär eingetragen. Alle Mitglieder haben das Recht, dieses Register einzusehen.

Kapitel 6. Rechnungswesen

- Art. 14. Geschäftsjahr. Das Geschäftsjahr beginnt am ersten Januar und endet am 31. Dezember, mit Ausnahme des ersten Geschäftsjahres, das am Gründungstag beginnt und am 31. Dezember des nächsten Jahres endet.
- Art. 15. Jahresbeitrag. Für das erste Jahr ist der Jahresbeitrag auf 6,- EUR festgesetzt. In den folgenden Jahren wird der Beitrag auf Vorschlag des Verwaltungsrates durch die Generalversammlung festgelegt.
- Der Jahresbeitrag darf 15,- EUR nicht überschreiten.
- Art. 16. Finanzmittel. Die Finanzmittel des Vereines setzen sich zusammen aus den Jahresbeiträgen der Mitglieder, aus Spenden, aus staatlichen oder kommunalen Beihilfen und Erträgen aus Veranstaltungen vielfältiger Art.
- Art. 17. Jahresabschluss, Jahresbericht. Die Kassen- und Jahresberichte werden vom Verwaltungsrat erstellt und jährlich der Generalversammlung unterbreitet.

Auf Vorschlag der Kassenrevisoren nimmt die Generalversammlung den Kassenbericht an und erteilt dem Kassierer Entlastung.

Art. 18. Auflösung. Die Auflösung des Vereines wird durch die Art. 18 bis 25 des Gesetzes vom 21. April 1928 geregelt.

Im Falle einer freiwilligen oder gerichtlichen Auflösung des Vereines wird das verbleibende Vermögen dem Sozialamt der Gemeinde Koerich übertragen.

Commune Koerich

Le 23 mars de l'an 2006, dans une réunion extraordinaire, les soussigné(e)s ci-dessous ont décidé(e)s de fonder une association sans but lucratif pour donner aux personnes âgées de la commune de Koerich et entourage, distraction et selon les possibilités appui, afin de soulager par amitié réciproquement les journées du troisième âge.

Nom	Prénom	Profession	Adresse	Nationalité	Signature
Agosta	Marie-Josée	Ménagère	16, chem. de Hagen, L-8386 Koerich	Luxembourgeoise	Signature
Backes	Ernest	Rentier	5, rue de Koerich, L-8399 Windhof	id.	Signature
Backes	Francine	Ménagère	5, rue de Koerich, L-8399 Windhof	id.	Signature
Nockels	Henriette	Ménagère	1A, chemin des Champs, L-8388 Koerich	id.	Signature
Nothum	Alice	Ménagère	62, rue Principale, L-8383 Koerich	id.	Signature
Pancaldi	Margot	Ménagère	15, rue Principale, L-8358 Goeblange	id.	Signature
Pancaldi	Serge	Rentier	15, rue Principale, L-8358 Goeblange	id.	Signature
Steffes	Albertine	Ménagère	11, montée St Hubert, L-8387 Koerich	id.	Signature
Thein	Alix	Ménagère	5, rue P. Braun, L-8359 Goeblange	id.	Signature
Wies	Pierrette	Ménagère	41, rue Principale, L-8383 Koerich	id.	Signature

Enregistré à Luxembourg, le 30 mars 2006, réf. LSO-BO06670. – Reçu 322 euros.

Le Receveur (signé): D. Hartmann.

(032773//99) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2006.

JER BISHOPSGATE, S.à r.l., Société à responsabilité limitée. Capital social: EUR 12.500.

Siège social: L-2519 Luxembourg, 9, rue Schiller. R. C. Luxembourg B 114.093.

Doulg B 117.0

Extrait du contrat de cession de parts de la Société daté du 2 février 2006

En vertu de l'acte de transfert de parts daté du 2 février 2006, LUXEMBOURG CORPORATION COMPANY S.A., ayant son siège social au 9, rue Schiller, L-2519 Luxembourg, a transféré la totalité de ses parts, soit 100 parts sociales détenues dans la Société, à J.E. ROBERT COMPANY INC., une société ayant son siège social au 7401 Cox Road, Suite 301, Glen Allen, VA 23060, Virginie, Etats-Unis d'Amérique.

Par conséquent, l'actionnariat de la Société est désormais comme suit:

- J.E. ROBERT COMPANY INC., détenteur de 100 parts sociales.

Luxembourg, le 19 avril 2006.

LUXEMBOURG CORPORATION COMPANY S.A.

Signatures

Enregistré à Luxembourg, le 19 avril 2006, réf. LSO-BP03784. – Reçu 14 euros.

Le Receveur (signé): D. Hartmann.

(036036/710/19) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2006.



MONDEXPAT LUXEMBOURG S.A., Société Anonyme.

Registered office: L-8057 Bertrange, 9, rue du Chemin de Fer. R. C. Luxembourg B 55.858.

DISSOLUTION

In the year two thousand and six, on the second of January.

Before Maître Joseph Elvinger, notary public residing at Luxembourg, Grand Duchy of Luxembourg, undersigned.

Appeared:

Miss Rachel Uhl, lawyer at L-1450 Luxembourg, «the proxy»,

acting as a special proxy of HANSARD FINANCIAL TRUST LIMITED, a company having its registered office at Harbour Court, Lord Street, Box 192, Douglas, Isle of Man, IM99 1QL, British Isles, «the mandator».

by virtue of a proxy under private seal given which, after having been signed ne varietur by the appearing party and the undersigned notary, will be registered with this minute.

The proxy declared and requested the notary to act:

- I.- That the «société anonyme», MONDEXPAT LUXEMBOURG S.A., a public limited company having its registered office at L-8057 Bertrange, 9, rue du Chemin de Fer, registered in the Registre de Commerce et des Sociétés in Luxembourg, section B number 55.858, has been incorporated by deed enacted on 6 August 1996, published in the Mémorial C number 551 of 28 October 1996, which articles have been modified on 31 May 1999, published in the Mémorial C number 641 of 24 August 1999.
- II.- That the subscribed share capital of the société anonyme MONDEXPAT LUXEMBOURG S.A. amounts currently to EUR 30,987, represented by 25,000 Shares with a nominal value of EUR 1.24 each, fully paid up.
- III.- That the mandator declares to have full knowledge of the articles of association and the financial standings of MONDEXPAT LUXEMBOURG S.A.
- IV.- That the mandator acquired all shares of the predesignated company and that as a sole shareholder declares explicitly to proceed with the dissolution of the said company.
- V.- That the mandator declares that all the known debts have been paid and that he takes over all assets, liabilities and commitments of the dissolved company and that the liquidation of the company is terminated without prejudice as it assumes all its liabilities.
 - VI.- That the shareholder's register or any other securities' register of the dissolved company has been cancelled.
 - VII.- That the mandator fully discharges the managers for their mandate up to this date.
- VIII.- That the records and documents of the company will be kept for a period of five years at the registered office of HANSARD FINANCIAL TRUST LIMITED at Harbour Court, Lord Street, Box 192, Douglas, Isle of Man, IM99 1QL, British Isles, being on the Trade Register under number 0700005C.

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

The document after having been read, the above-mentioned proxy-holder signed with Us, the notary, the present original deed.

Follows the translation in French of the foregoing deed, being understood that in case of discrepancy, the English text will prevail:

Suit la traduction en langue française du texte qui précède, étant entendu qu'en cas de divergence le texte anglais fait foi:

L'an deux mille six, le deux janvier.

Par-devant Maître Joseph Elvinger, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, soussigné.

A comparu:

Mademoiselle Rachel Uhl, juriste à L-1450 Luxembourg,

«la mandataire»,

agissant en sa qualité de mandataire spéciale de HANSARD FINANCIAL TRUST LIMITED, société ayant son siège social à Harbour Court, Lord Street, Box 192, Douglas, Isle of Man, IM99 1QL, British Isles,

en vertu d'une procuration sous seing privé elle délivrée, laquelle, après avoir été signée ne varietur par la mandataire comparante et le notaire instrumentant, restera annexée au présent acte pour être formalisée avec lui.

Laquelle comparante, agissant ès dites qualités, a requis le notaire instrumentant de documenter ainsi qu'il suit ses déclarations et constatations:

- I.- Que la société anonyme MONDEXPAT LUXEMBOURG S.A., ayant son siège social à L-8057 Bertrange, 9, rue du Chemin de Fer, inscrite au Registre de Commerce et des Sociétés à Luxembourg, section B sous le numéro 55.858, a été constituée suivant acte reçu le 6 août 1996, publié au Mémorial C numéro 551 du 28 octobre 1996, dont les statuts ont été modifiés le 31 mai 1999, publiés au Mémorial C numéro 641 du 24 août 1999.
- II.- Que le capital social de la société anonyme MONDEXPAT LUXEMBOURG S.A., prédésignée, s'élève actuellement à EUR 30.987, représentés par 25.000 actions ayant chacune une valeur nominale de EUR 1,24, intégralement libérées.
- III.- Que son mandant déclare avoir parfaite connaissance des statuts et de la situation financière de la susdite société MONDEXPAT LUXEMBOURG S.A.



- IV.- Que son mandant est devenu propriétaire de toutes les parts sociales de la susdite société et qu'en tant qu'associé unique il déclare expressément procéder à la dissolution de la susdite société.
- V.- Que son mandant déclare que les dettes connues ont été payées et en outre qu'il prend à sa charge tous les actifs, passifs et engagements financiers de la société dissoute et que la liquidation de la société est achevée sans préjudice du fait qu'il répond personnellement de tous les engagements sociaux.
- VI.- Qu'il a été procédé à l'annulation du registre des associés de la société dissoute, ainsi qu'à l'annulation de tout autre registre existant.
- VII.- Que décharge pleine et entière est accordée à tous les administrateurs de la société dissoute pour l'exécution de leurs mandats jusqu'à ce jour.

VIII.- Que les livres et documents de la société dissoute seront conservés pendant cinq ans au siège de HANSARD FINANCIAL TRUST LIMITED à Harbour Court, Lord Street, Box 192, Douglas, Isle of Man, IM99 1QL, British Isles, enregistrée au Registre de Commerce sous le numéro 070005C.

Dont acte, passé à Luxembourg, les jour, mois et an qu'en tête des présentes.

Et après lecture, la mandataire prémentionnée a signé avec le notaire instrumentant le présent acte.

Signé: R. Uhl, H. Janssen, J. Elvinger.

Enregistré à Luxembourg, le 6 janvier 2006, vol. 151S, fol. 94, case 2. – Reçu 12 euros.

Le Receveur (signé): I. Muller.

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

Luxembourg, le 14 février 2006.

J. Elvinger.

(033640/211/85) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2006.

A.G.E INVESTISSEMENTS S.A., Société Anonyme.

Siège social: L-2213 Luxembourg, 21, rue de Nassau. R. C. Luxembourg B 114.311.

L'an deux mille six, le dix mars.

Par-devant Maître Joseph Elvinger, notaire de résidence à Luxembourg, soussigné.

Se réunit une assemblée générale extraordinaire des actionnaires de la société anonyme A.G.E INVESTISSEMENTS, ayant son siège social à L-2213 Luxembourg, 21, rue de Nassau, R.C.S. Luxembourg, section B, numéro 114.311, constituée suivant acte reçu le 22 décembre 2005, en voie de publication au Mémorial C, Recueil Spécial des Sociétés et Associations et dont les statuts n'ont jamais été modifiés.

L'assemblée est présidée par Maître Pierre Thielen, Avocat, demeurant à Luxembourg.

Le président désigne comme secrétaire Monsieur Hubert Janssen, juriste, demeurant professionnellement à Luxembourg.

L'assemblée choisit comme scrutateur Monsieur Régis Galiotto, juriste, demeurant professionnellement à Luxembourg.

Le président prie le notaire d'acter que:

- I.- Les actionnaires présents ou représentés et le nombre d'actions qu'ils détiennent sont renseignés sur une liste de présence. Cette liste et les procurations, une fois signées par les comparants et le notaire instrumentant, resteront ciannexées pour être enregistrées avec l'acte.
- II.- Clôturée, cette liste de présence fait apparaître que les 350 (trois cent cinquante) actions, représentant l'intégralité du capital social sont 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, dont les actionnaires ont été préalablement informés.

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

Ordre du jour:

- 1.- Augmentation du capital social d'un montant de EUR 10.000.000,- (dix millions d'euros) pour le porter de son montant actuel de EUR 35.000,- (trente-cinq mille euros), à EUR 10.035.000,- (dix millions trente-cinq mille euros) par la création et l'émission de 100.000 actions nouvelles d'une valeur nominale de EUR 100,- chacune.
 - 2.- Souscription et libération intégrale des nouvelles actions.
 - 3.- Modification afférente de l'article 5 des statuts.
 - 4.- Divers.

Ces faits exposés et reconnus exacts par l'assemblée, les actionnaires décident ce qui suit à l'unanimité:

Première résolution

L'assemblée décide d'augmenter le capital social à concurrence de EUR 10.000.000,- (dix millions d'euros) pour le porter de son montant actuel de EUR 35.000,- (trente-cinq mille euros), à EUR 10.035.000,- (dix millions trente-cinq mille euros) par la création et l'émission de 100.000 actions nouvelles d'une valeur nominale de EUR 100,- (cent euros) chacune, jouissant des mêmes droits et avantages que les actions existantes.

Pour autant que de besoin les actionnaires actuels déclarent expressément renoncer à leur droit de souscription préférentiel.

Deuxième résolution

Sont ensuite intervenus aux présentes Monsieur Patrice Mayolle, Madame Bénédicte Mayolle, Mademoiselle Aurélie Mayolle, Monsieur Guillaume Mayolle, ici représentés par Maître Pierre Thielen, prénommé, en vertu des procurations dont mention ci-avant.



L'assemblée constate que les 100.000 (cent mille) actions nouvellement émises sont intégralement souscrites par Monsieur Patrice Mayolle, Madame Bénédicte Mayolle, Mademoiselle Aurélie Mayolle, Monsieur Guillaume Mayolle à concurrence de 100.000 actions (cent mille) et libérées intégralement.

- Monsieur Patrice Mayolle, demeurant à F-78490 Mere, 3, rue du Colombier à concurrence de 98.680 actions moyennant un apport en nature de 4.934 actions représentant 98,68% du capital social de la société anonyme ALPHAVIE RESIDENCES, avec siège social à F-78100 Saint Germain en Laye, 98, rue Léon Désoyer.
- Madame Bénédicte Mayolle, demeurant à F-78490 Mere, 3, rue du Colombier à concurrence de 1120 actions moyennant un apport en nature de 56 actions représentant 1,12% du capital social de la société anonyme ALPHAVIE RESIDENCES, avec siège social à F-78100 Saint Germain en Laye, 98, rue Léon Désoyer.
- Madame Aurélie Mayolle, demeurant à F-78490 Mere, 3, rue du Colombier à concurrence de 100 actions moyennant un apport en nature de 5 actions représentant 0,1% du capital social de la société société anonyme ALPHAVIE RESIDENCES, avec siège social à F-78100 Saint Germain en Laye, 98, rue Léon Désoye.
- Monsieur Guillaume Mayolle, demeurant à F-78490 Mere, 3, rue du Colombier à concurrence de 100 actions moyennant un apport en nature de 5 actions représentant 0,1% du capital social de la société société anonyme ALPHA-VIE RESIDENCES, avec siège social à F-78100 Saint Germain en Laye, 98, rue Léon Désoyer.

Rapport d'évaluation de l'apport

Cet apport fait l'objet d'un rapport établi par le réviseur d'entreprises indépendant HRT REVISIONS, S.à r.l., société à responsabilité limitée à L-1526 Luxembourg, 23, Val Fleuri, conformément aux stipulations des articles 26-1 et 32-1 de la loi sur les sociétés commerciales et qui conclut de la manière suivante:

Conclusion

«A la suite de nos vérifications nous sommes d'avis que la valeur de EUR 10.000.000,- à laquelle conduit le mode d'évaluation de l'apport décrit ci-dessus correspond au moins à 100.000 actions d'une valeur nominale de EUR 100,- de A.G.E INVESTISSEMENTS S.A. à émettre en contrepartie.»

Ledit rapport, signé ne varietur par les comparants et le notaire instrumentant, restera annexé au présent acte pour être formalisé avec lui.

Troisième résolution

Afin de mettre les statuts en concordance avec les résolutions qui précèdent, l'assemblée décide de modifier le premier alinéa de l'article 5 des statuts pour lui donner la teneur suivante:

«Art. 5. Le capital social de la société est fixé à dix millions trente-cinq mille euros (10.035.000,- EUR), représenté par cent mille trois cent cinquante actions (100.350) actions chacune d'une valeur nominale de cent euros (100,- EUR), entièrement libérées.»

Exonération - Frais

Dans la mesure où les apports en nature consistent en plus de 65% (en l'occurrence 100%) du capital social émis de sociétés établies dans l'UE, la société se réfère à la directive européenne du 19 juillet 1969 (335), modifiée par les directives du 9 avril 1973 et du 10 juin 1985, qui prévoit une exonération du droit d'apport ainsi qu'à l'article 4-2 de la loi du 29 décembre 1971 qui prévoit l'exemption du droit d'apport; dès lors, le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit qui incombent à la société en raison de cet acte s'élève environ à cinq mille trois cent euros.

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

Dont acte, passé à Luxembourg, les jour, mois et an qu'en tête des présentes.

Et après lecture faite aux comparants, ils ont tous signé avec Nous, notaire, la présente minute.

Signé: P. Thielen, H. Janssen, R. Galiotto, J. Elvinger.

Enregistré à Luxembourg, le 15 mars 2006, vol. 152S, fol. 68, case 2. – Reçu 12 euros.

Le Receveur (signé): J. Muller.

Pour expédition conforme, délivrée aux fins de la publication au Mémorial, Recueil des Sociétés et Associations. Luxembourg, le 19 avril 2006.

(036771/211/90) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2006.

J. Elvinger.

A.G.E INVESTISSEMENTS S.A., Société Anonyme.

Siège social: L-2213 Luxembourg, 21, rue de Nassau. R. C. Luxembourg B 114.311.

Les statuts coordonnés suivant l'acte n° 41875 ont été déposés au registre de commerce et des sociétés de Luxembourg, le 26 avril 2006.

J. Elvinger.

(036773/211/9) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2006.



WOLSELEY FINANCE (LODDON), S.à r.l., Société à responsabilité limitée.

Registered office: L-1882 Luxembourg, 5, rue Guillaume Kroll. R. C. Luxembourg B 115.157.

In the year two thousand and six, on the twenty-second day of March.

Before Maître Joseph Elvinger, notary public residing at Luxembourg, Grand Duchy of Luxembourg, undersigned.

Is held an Extraordinary General Meeting of the Shareholder of WOLSELEY FINANCE (LODDON), S.à r.l., a «société à responsabilité limitée», having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg, incorporated by deed enacted on February 24, 2006, in process of registration.

The meeting is presided by Mr Hubert Janssen, jurist, residing at Torgny-Rouvroy, Belgium.

The chairman appoints as secretary and as scrutineer Ms Rachel Uhl, jurist, residing at Luxembourg.

The chairman requests the notary to act that:

- I. The sole shareholder present or represented and the number of shares held by it is shown on an attendance list. That list and the proxy, signed by the appearing person and the notary, shall remain here annexed to be registered with the minutes.
- II. As it appears from the attendance list, all the 500 (five hundred) shares, representing the whole capital of the Company, are represented so that the sole shareholder exercising the powers devolved to the meeting can validly decide on all items of the agenda of which the sole shareholder has been beforehand informed.
 - III. The agenda of the meeting is the following:

Agenda:

- 1. Increase of the issued share capital by an amount of USD 5,000,004 (five million and four United States Dollars) so as to raise it from its present amount of USD 18,000 (eighteen thousand United States Dollars) to USD 5,018,004 (five million eighteen thousand and four United States Dollars) by the issue of 138,889 (one hundred thirty-eight thousand eight hundred eighty-nine) new shares with a par value of USD 36 (thirty-six United States Dollars) each, by contribution in cash.
- 2. Increase of the issued share capital by an amount of USD 12,587,940 (twelve million five hundred eighty-seven thousand nine hundred forty United States Dollars) so as to raise it from its present amount of USD 5,018,004 (five million eighteen thousand and four United States Dollars) to USD 17,605,944 (seventeen million six hundred five thousand nine hundred forty-four United States Dollars) by the issue of 349,665 (three hundred forty-nine thousand six hundred sixty-five) new shares having a par value of USD 36 (thirty-six United States Dollars) each, by the contribution in kind of 100% of the shares of ELECTRO-OIL INTERNATIONAL A/S.
 - 3. Amendment of article eight of the Articles of Incorporation in order to reflect such action.

After the foregoing was approved by the meeting, the sole shareholder decides what follows:

First resolution

It is decided to increase the issued share capital by an amount of USD 5,000,004 (five million and four United States Dollars) so as to raise it from its present amount of USD 18,000 (eighteen thousand) to USD 5,018,004 (five million eighteen thousand and four United States Dollars) by the issue of 138,889 (one hundred thirty-eight thousand eight hundred eighty-nine) new shares with a par value of USD 36 (thirty-six United States Dollars) each, by contribution in cash.

It is decided to admit the sole shareholder WOLSELEY TREASURY (USD), to the subscription of the 138,889 (one hundred thirty-eight thousand eight hundred and eighty-nine) new shares.

Intervention - Subscription - Payment

Thereupon WOLSELEY TREASURY (USD), prenamed, represented by Ms Rachel Uhl, prenamed, by virtue of the aforementioned proxy;

declared to subscribe to the 138,889 (one hundred thirty-eight thousand eight hundred eighty-nine) new shares and to have them fully paid up by payment in cash, so that from now on the company has at its free and entire disposal the amount of USD 5,000,004 (five million and four United States Dollars), as was certified to the undersigned notary.

Second resolution

It is decided to increase the issued share capital by an amount of USD 12,587,940 (twelve million five hundred eighty-seven thousand nine hundred forty United States Dollars) so as to raise it from its present amount of USD 5,018,004 (five million eighteen thousand and four United States Dollars) to USD 17,605,944 (seventeen million six hundred five thousand nine hundred and forty-four United States Dollars) by the issue of 349,665 (three hundred forty-nine thousand six hundred sixty-five) new shares having a par value of USD 36 (thirty-six United States Dollars) each, by the contribution in kind of 100% of the shares of ELECTRO-OIL INTERNATIONAL A/S having its registered office in a European Union member state.

It is decided to admit the sole shareholder WOLSELEY TREASURY (USD), to the subscription of the 349,665 (three hundred forty-nine thousand six hundred sixty-five) new shares.

Contributor's Intervention - Subscription - Payment

Thereupon intervenes the aforenamed company WOLSELEY TREASURY (USD), here represented as stated hereabove:

which declares to subscribe to the 349,665 (three hundred forty-nine thousand six hundred sixty-five) new shares and to pay them by a contribution in kind hereafter described:



Description of the contributions

121 (one hundred twenty-one) shares with a par value of DKK 1 (one Danish Krone) of ELECTRO-OIL INTERNA-TIONAL A/S, a company incorporated under the laws of Denmark, representing 100% of the share capital of this last company, divided in 121 (one hundred twenty-one) shares; this contribution being valued at USD 12,587,940 (twelve million five hundred eighty-seven thousand nine hundred forty United States Dollars), remunerated by issue of 349,665 (three hundred forty-nine thousand six hundred sixty-five) new shares in WOLSELEY FINANCE (LODDON), S.à r.l.

Evaluation

The net value of this contribution in kind is evaluated at USD 12,587,940 (twelve million five hundred eighty-seven thousand nine hundred forty United States Dollars).

The subscriber requests that this total amount of the contribution has to be considered as share capital for a total amount of USD 12,587,940 (twelve million five hundred eighty-seven thousand nine hundred forty United States Dollars).

Evidence of the contribution's existence

Proof of the ownership and the value of such shares has been given to the undersigned notary by the «Share Purchase Agreement» signed on March 10, 2006 between WOLSELEY TREASURY USD and WOLSELEY FINANCE (LODDON), S.à r.l. and by a declaration issued by the managers of WOLSELEY FINANCE (LODDON), S.à r.l. attesting the current number of shares, their ownership, and their true valuation in accordance with current market trends.

Effective implementation of the contribution

WOLSELEY TREASURY USD, contributor prenamed here represented as stated hereabove, declares:

- all the shares are fully paid up;
- such shares are in registered form;
- there exists no pre-emption rights nor any other rights by virtue of which any person may be entitled to demand that one or more of the shares be transferred to him;
 - such shares are legally and conventionally freely transferable;
 - they have checked that these shares are owned by WOLSELEY TREASURY (USD);
- all formalities shall be carried out in Denmark in order to formalise the transfer and to render it effectively anywhere and toward any third party.

Manager's intervention

Thereupon intervene:

- a) Mr Dominique Robyns, with professional address at 5, rue Guillaume Kroll, L-1882 Luxembourg;
- b) Mr Yves Cheret, with professional address at 5, rue Guillaume Kroll, L-1882 Luxembourg;
- c) Mr Mike Verrier, with professional address at Parkview 1220, Airlington Business Park, Theale, Reading, RG7 4GA, United Kingdom.

Acknowledging having been beforehand informed of the extent of their responsibility, each of them personally and solidarly legally engaged as managers of the company by reason of the here above described contribution in kind, both of them expressly agree with the description of the contribution in kind, with its valuation, with the effective transfer of these shares, and confirm the validity of the subscription and payment.

Pro rata contribution tax payment exemption request

ELECTRO-OIL INTERNATIONAL A/S, registered under number 633.05014 at the Danish Trade Register and having its registered office GL Landevej 2, POB 1499, DK-2600 Glostrup, Denmark, is a financial stock company, considered as such by Danish laws as well as by Luxembourg laws, covered by the Council Directive 69/335/CEE of July 17, 1969 concerning indirect taxes on the raising of capital.

Considering that it concerns an increase of the share capital of a Luxembourg company by a contribution in kind consisting of shares of a financial stock company (société de capitaux) having its registered office in an European Union State, bringing its participation to 100% after the present contribution, the company expressly requests the pro rata fee payment exemption on basis of Article 4.2 of the Luxembourg law of December 29, 1971, as modified by the law of December 3, 1986, which provides for a fixed rate registration tax perception in such a case.

Third resolution

As a consequence of the foregoing resolutions, it is decided to amend Article eight of the Articles of Incorporation to read as follows:

Art. 8. The Company's capital is set at USD 17,605,944 (seventeen million six hundred five thousand nine hundred forty-four United States Dollars) represented by 489,054 (four hundred eighty-nine thousand fifty-four) shares with a par value of USD 36 (thirty-six United States Dollars) each.»

Expenses

The expenses, costs, remunerations or charges in any form whatsoever, which shall be borne by the company as a result of the present deed, are estimated at approximately EUR 45,000.-.

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

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

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



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

Suit la traduction française:

L'an deux mille six, le vingt-deux mars.

Par-devant Maître Joseph Elvinger, notaire de résidence à Luxembourg, soussigné.

Se réunit une assemblée générale extraordinaire de l'associé de la société à responsabilité limitée WOLSELEY FINANCE (LODDON), S.à r.l., ayant son siège social au 5, rue Guillaume Kroll, L-1882 Luxembourg, constituée suivant acte reçu en date du 24 février 2006, en cours d'inscription au registre du commerce des sociétés.

L'assemblée est présidée par Monsieur Hubert Janssen, juriste, demeurant à Torgny-Rouvroy, Belgique.

Le président désigne comme secrétaire et comme scrutateur Madame Rachel Uhl, juriste demeurant à Luxembourg.

Le président prie le notaire d'acter que:

- l. L'associé unique présent ou représenté et le nombre de parts qu'il détient sont renseignés sur une liste de présence. Cette liste et la procuration, une fois signées par le comparant et le notaire instrumentant, resteront ci-annexées pour être enregistrées avec l'acte.
- II. Ainsi qu'il résulte de ladite liste de présence, toutes les 500 (cinq cents) parts sociales, représentant l'intégralité du capital social sont représentées à la présente assemblée générale extraordinaire de sorte que l'associé unique, exerçant les pouvoirs dévolus à l'assemblée peut décider valablement sur tous les points portés à l'ordre du jour, dont l'associé unique a préalablement été informé.
 - III. L'ordre du jour de l'assemblée est le suivant:

Ordre du jour:

- 1. Augmentation du capital social à concurrence d'un montant de USD 5.000.004 (cinq millions quatre dollars américains) pour le porter de son montant actuel de USD 18.000 (dix-huit mille dollars américains) à USD 5.018.004 (cinq millions dix-huit mille quatre dollars américains) par l'émission de 138.889 (cent trente-huit mille huit cent quatre-vingt-neuf) parts sociales nouvelles d'une valeur nominale de USD 36 (trente-six dollars américains) chacune, par apport en numéraire.
- 2. Augmentation du capital social à concurrence d'un montant de USD 12.587.940 (douze millions cinq cent quatre-vingt-sept mille neuf cent quarante dollars américains) pour le porter de son montant actuel de USD 5.018.004 (cinq millions dix-huit mille quatre dollars américains) à USD 17.605.944 (dix-sept millions six cent cinq mille neuf cent quarante-quatre dollars américains) par l'émission de 349.665 (trois cent quarante-neuf mille six cent soixante-cinq) parts sociales nouvelles d'une valeur nominale de USD 36 (trente-six dollars américains) chacune, par apport réalisé en nature de 100% des actions de la société ELECTRO-OIL INTERNATIONAL A/S.
 - 3. Modification afférente de l'article huit des statuts.

Ces faits exposés et reconnus exacts par l'assemblée, l'associé unique décide ce qui suit:

Première résolution

Il est décidé d'augmenter le capital social à concurrence d'un montant de USD 5.000.004 (cinq millions quatre dollars américains) pour le porter de son montant actuel de USD 18.000 (dix-huit mille dollars américains) à USD 5.018.004 (cinq millions dix-huit mille quatre dollars américains) par l'émission de 138.889 (cent trente-huit mille huit cent quatre-vingt-neuf) parts sociales nouvelles d'une valeur nominale de USD 36 (36 dollars américains) chacune, par apport en numéraire.

Il est décidé d'admettre l'associé unique, WOLSELEY TREASURY (USD) prénommée, à la souscription des 138.889 (cent trente-huit mille huit cent quatre-vingt-neuf) parts sociales nouvelles.

Intervention - Souscription - Libération

Ensuite WOLSELEY TREASURY (USD), prénommée, représentée par Madame Rachel Uhl, prénommée, en vertu d'une procuration dont mention ci-avant;

a déclaré souscrire aux 138.889 (cent trente-huit mille huit cent quatre-vingt-neuf) parts sociales nouvelles, et les libérer intégralement en numéraire, de sorte que la société a dès maintenant à sa libre et entière disposition la somme de USD 5.000.004 (cinq millions quatre dollars américains) ainsi qu'il en a été justifié au notaire instrumentant.

Deuxième résolution

Il est décidé d'augmenter le capital social à concurrence d'un montant de USD 12.587.940 (douze millions cinq cent quatre-vingt-sept mille neuf cent quarante dollars américains) pour le porter de son montant actuel de USD 5.018.004 (cinq millions dix-huit mille quatre dollars américains) à USD 17.605.944 (dix-sept millions six cent cinq mille neuf cent quarante-quatre dollars américains) par l'émission de 349.665 (trois cent quarante-neuf mille six cent soixante-cinq) parts sociales nouvelles d'une valeur nominale de USD 36 (trente-six dollars américains) chacune, par apport réalisé en nature de 100% des actions de la société ELECTRO-OIL INTERNATIONAL A/S ayant son siège social dans un Etat membre de la Communauté Européenne.

L'associé unique accepte la souscription des parts sociales nouvelles par lui-même, à savoir l'intégralité des 349.665 (trois cent quarante-neuf mille six cent soixante-cinq) parts sociales nouvelles à émettre.

Intervention de l'apporteur - Souscription - Libération

Intervient ensuite aux présentes la société prédésignée WOLSELEY TREASURY (USD), représentée comme dit ciavant:



laquelle a déclaré souscrire les 349.665 (trois cent quarante-neuf mille six cent soixante-cinq) parts sociales nouvelles et les libérer intégralement par un apport en nature ci-après décrit.

Description de l'apport

121 (cent vingt et une) actions d'une valeur nominale de DKK 1 (une couronne danoise) chacune, de ELECTRO-OIL INTERNATIONAL A/S, une société régie par les lois du Danemark, représentant 100% du capital social de cette dernière, divisé en 121 (cent vingt et une) actions; cet apport étant évalué à USD 12.587.940 (douze millions cinq cent quatre-vingt-sept neuf cent quarante dollars américains), rémunéré par l'émission de 349.665 (trois cent quarante-neuf mille six cent soixante-cinq) parts sociales nouvelles de WOLSELEY FINANCE (LODDON), S.à r.l.

Evaluation

La valeur nette de cet apport en nature est évaluée à USD 12.587.940 (douze millions cinq cent quatre-vingt-sept mille neuf cent quarante dollars américains).

Le souscripteur déclare que la valeur totale de l'apport fait à WOLSELEY FINANCE (LODDON), S.à r.l. doit être considérée comme du capital pour un montant de USD 12.587.940 (douze millions cinq cent quatre-vingt-sept mille neuf cent quarante dollars américains).

Preuve de l'existence de l'apport

Preuve de la propriété et de la valeur de ces actions a été donnée au notaire instrumentant par le «Share Purchase Agreement» conclu en date du 10 mars 2006 entre WOLSELEY TREASURY (USD) et WOLSELEY FINANCE (LODDON), S.à r.l. et par une déclaration émise par les gérants de WOLSELEY FINANCE (LODDON), S.à r.l. attestant le nombre actuel d'actions, leur appartenance et leur valeur réelle conformément aux tendances actuelles du marché.

Réalisation effective de l'apport

WOLSELEY TREASURY (USD), prédésigné, apporteur ici représenté comme dit ci-avant, déclare:

- que les actions sont entièrement libérées;
- qu'il est le seul plein propriétaire et possédant les pouvoirs de disposer de ces actions conventionnellement et librement transmissibles, n'existant aucun droit de préemption ou d'autres droits en vertu desquels une personne pourrait avoir le droit d'en acquérir une ou plusieurs;
- que toutes formalités seront réalisées au Danemark, aux fins d'effectuer la cession et de la rendre effective partout et vis-à-vis de toutes tierces parties.

Intervention des gérants

Sont alors intervenus:

- a) Monsieur Dominique Robyns, demeurant au 5, rue Guillaume Kroll, L-1882 Luxembourg;
- b) Monsieur Yves Cheret, demeurant au 5, rue Guillaume Kroll, L-1882 Luxembourg;
- c) Monsieur Mike Verrier, demeurant au Parkview 1220, Airlington Business Park, Theale, Reading, RG7 4GA, United Kingdom;

agissant en qualité de gérants de la société WOLSELEY FINANCE (LODDON), S.à r.l.

Reconnaissant avoir pris connaissance de l'étendue de leur responsabilité, légalement personnellement et solidairement engagés en leur qualité de gérants de la société à raison de l'apport en nature ci-avant décrit, tous les deux marquent expressément leur accord sur la description de l'apport en nature, sur son évaluation, sur le transfert de la propriété desdites actions, et confirment la validité des souscriptions et libération.

Requête en exonération de paiement du droit proportionnel d'apport

ELECTRO-OIL INTERNATIONAL A/S, enregistrée sous le numéro 63305014 au Registre de Commerce du Danemark et ayant son siège social au GL Landevej 2, POB 1499, DK-2600 Glostrup, Danemark, est une société de capitaux, considérée comme telle tant par la loi danoise que par la loi luxembourgeoise, entrant dans le champ d'application de la Directive 69/335/CEE, du Conseil du 17 juillet 1969, concernant les impôts indirects frappant les rassemblements de capitaux.

Compte tenu qu'il s'agit de l'augmentation du capital social d'une société luxembourgeoise par apport en nature de parts sociales non encore apportées, émises par une société de capitaux ayant son siège dans un Etat de l'Union Européenne, portant sa participation à 100% après le présent apport, la société requiert expressément l'exonération du paiement du droit proportionnel d'apport sur base de l'article 4.2 de la loi du 29 décembre 1971 telle que modifiée par la loi du 3 décembre 1986, qui prévoit en pareil cas le paiement du droit fixe d'enregistrement.

Troisième résolution

Afin de mettre les statuts en concordance avec les résolutions qui précèdent, il est décidé de modifier l'article huit des statuts pour lui donner la teneur suivante:

Art. 8. Le capital social est fixé à USD 17.605.944 (dix-sept millions six cent cinq mille neuf cent quarante-quatre dollars américains) divisé en 489.054 (quatre cent quatre-vingt-neuf mille cinquante-quatre) parts sociales de USD 36 (trente-six dollars américains) chacune.

Frais

Les frais, dépenses, rémunérations et charges sous quelque forme que ce soit, incombant à la société et mis à sa charge en raison des présentes, sont évalués sans nul préjudice à la somme de EUR 45.000,-.

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

Dont acte, passé à Luxembourg, les jour, mois et an qu'en tête des présentes.

Et après lecture faite aux comparants, ils ont tous signé avec Nous, notaire, la présente minute.



Le notaire soussigné, qui connaît la langue anglaise, constate que sur demande des comparants le présent acte est rédigé en langue anglaise suivi d'une version française. Sur demande des mêmes comparants et en cas de divergences entre le texte anglais et le texte français, le texte anglais fera foi.

Signé: H. Janssen, R. Uhl, J. Elvinger.

Enregistré à Luxembourg, le 31 mars 2006, vol. 152S, fol. 92, case 1. - Reçu 41.428,49 euros.

Le Receveur (signé): J. Muller.

Pour copie conforme à l'original, délivrée aux fins de la publication au Mémorial, Recueil des Sociétés et Associations. Luxembourg, le 6 avril 2006.

(034144/211/254) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 avril 2006.

WOLSELEY FINANCE (LODDON), S.à r.l., Société à responsabilité limitée.

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

R. C. Luxembourg B 115.157.

Les statuts coordonnés suivant l'acte n° 42022 ont été déposés au registre de commerce et des sociétés de Luxembourg, le 14 avril 2006.

J. Elvinger.

(034146/211/9) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 avril 2006.

WIRR, Société Anonyme.

Siège social: L-1520 Luxembourg, 6, rue Adolphe Fischer.

R. C. Luxembourg B 37.742.

Extrait des résolutions adoptées par le Conseil d'Administration de la société tenu au siège sociale en date du 20 mars 2006

- La démission de M. Peter J. Wentzel, 5th floor, 44-48 Dover Street, W1S 4NX London, United Kingdom, en tant qu'Administrateur de la société est acceptée avec effet immédiat.
- La nomination de SOLON (MANAGEMENT) LIMITED, 9 Colombus Centre, Road Town, Tortola, British Virgin Islands, en tant qu'Administrateur de la société est acceptée avec effet immédiat.

Luxembourg, le 19 avril 2006.

Pour extrait conforme

Pour la société

Signature

Un mandataire

Enregistré à Luxembourg, le 20 avril 2006, réf. LSO-BP03912. - Reçu 14 euros.

Le Receveur (signé): D. Hartmann.

(036233/631/18) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2006.

WIRR, Société Anonyme.

Siège social: L-1520 Luxembourg, 6, rue Adolphe Fischer.

R. C. Luxembourg B 37.742.

Extrait des résolutions adoptées par l'assemblée générale des actionnaires de la société tenue au siège sociale en date du 19 avril 2006

Les mandats des administrateurs et du commissaire aux comptes sont renouvelés jusqu'à la date de la prochaine assemblée générale statutaire:

Administrateurs:

- M. Steven Georgala,
- SOLON (MANAGEMENT) LIMITED,
- SOLON DIRECTOR LIMITED.

Commissaire aux comptes:

- FIDUCIAIRE NATIONALE, S.à r.l.

Luxembourg, le 19 avril 2006.

Pour extrait conforme

Pour la société

Signature

Un mandataire

Enregistré à Luxembourg, le 20 avril 2006, réf. LSO-BP03911. – Reçu 14 euros.

Le Receveur (signé): D. Hartmann.

(036234/631/23) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2006.



FLIESENFACHGESCHÄFT ARNOLD WAGNER, S.à r.l., Gesellschaft mit beschränkter Haftung.

Gesellschaftssitz: L-6562 Echternach, 117, route de Luxembourg. H. R. Luxemburg B 102.369.

Im Jahre zweitausendsechs, den achtundzwanzigsten März.

Vor dem unterzeichneten Henri Beck, Notar mit dem Amtswohnsitz in Echternach.

Sind erschienen

- 1) Herr Arnold Wagner, Fliesenlegermeister, wohnhaft in D-54675 Kruchten, Maximinstrasse 3.
- 2) Frau Petra Höllerich, Kauffrau, wohnhaft in D-54675 Kruchten, Maximinstrasse 3.

Welche Komparenten erklären dass sie die alleinigen Gesellschafter der Gesellschaft mit beschränkter Haftung FLIESENFACHGESCHÄFT ARNOLD WAGNER, S.à r.l., mit Sitz in L-6562 Echternach, 117, route de Luxembourg, eingetragen beim Handels- und Gesellschaftsregister Luxemburg unter der Nummer B 102.369, sind.

Dass besagte Gesellschaft gegründet wurde zufolge Urkunde aufgenommen durch den amtierenden Notar, am 24. Juni 1993, veröffentlicht im Mémorial C, Recueil des Sociétés et Associations Nummer 414 vom 10. September 1993.

Dass das Gesellschaftskapital in Euro umgewandelt wurde gemäss Gesellschafterbeschluss vom 17. Dezember 2001, veröffentlicht im Mémorial C, Recueil des Sociétés et Associations Nummer 907 vom 14. Juni 2002.

Dass das Gesellschaftskapital sich auf fünfzigtausend Euro (EUR 50.000.-) beläuft, eingeteilt in zweitausend (2.000) Anteile von je fünfundzwanzig Euro (EUR 25.-), welche zugeteilt wurden wie folgt:

1 Herr Arnold Wagner, vorbenannt, eintausendfünfhundert Anteile	1.500
2 Frau Petra Höllerich, vorbenannt, fünfhundert Anteile	500
Total: zweitausend Anteile	2.000

Alsdann haben die vorbenannten Komparenten den unterzeichneten Notar ersucht Nachstehendes zu beurkunden:

Erster Beschluss

Die Gesellschafter beschliessen den Gesellschaftszweck zu erweitern und demgemäss Artikel 4 der Statuten abzuändern um ihm folgenden Wortlaut zu geben:

Art. 4. Gegenstand der Gesellschaft ist der Ankauf, der Verkauf und das Verlegen von Fliesen, Natur- und Kunststeinen, die Ausführung aller Arten von Estricharbeiten, sowie der Vertrieb von Nebenprodukten.

Ferner kann die Gesellschaft alle Tätigkeiten ausüben die sich direkt oder indirekt auf den Gesellschaftszweck beziehen oder denselben fördern.

Zweiter Beschluss

Die Gesellschafter beschliessen eine Neuformulierung von Artikel 6 der Statuten um ihm folgenden Wortlaut zu geben:

- **Art. 6.** Das Gesellschaftskapital beträgt fünfzigtausend Euro (EUR 50.000,-), aufgeteilt in zweitausend (2.000) Anteile von je fünfundzwanzig Euro (EUR 25,-), welche zugeteilt wurden wie folgt:

Worüber Urkunde, aufgenommen in Echternach, in der Amtstube des amtierenden Notars, am Datum wie eingangs erwähnt.

Nach Vorlesung alles Vorstehenden an die Komparenten, dem Notar nach Namen, gebräuchlichen Vornamen, Stand und Wohnort bekannt, haben dieselben mit dem Notar die gegenwärtige Urkunde unterschrieben.

Gezeichnet: A. Wagner, P. Höllerich, H. Beck.

Enregistré à Echternach, le 29 mars 2006, vol. 360, fol. 99, case 5. – Reçu 12 euros.

Le Receveur (signé): Miny.

Für gleichlautende Ausfertigung, auf Begehr erteilt, zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Echternach, den 6. April 2006.

H. Beck.

(932056/201/50) Déposé au registre de commerce et des sociétés de Diekirch, le 10 avril 2006.

FLIESENFACHGESCHÄFT ARNOLD WAGNER, S.à r.l., Gesellschaft mit beschränkter Haftung.

Siège social: L-6562 Echternach, 117, route de Luxembourg.

H. R. Luxemburg B 102.369.

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg, le 10 avril 2006. Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Echternach, le 6 avril 2006.

H. Beck.

(932059/201/9) Déposé au registre de commerce et des sociétés de Diekirch, le 10 avril 2006.



ASSOCIATION DES CHATEAUX LUXEMBOURGEOIS, A.s.b.l., Association sans but lucratif.

Siège social: L-9408 Vianden, Château de Vianden.

R. C. Luxembourg F 1.482.

Les soussignés, membres de l'ASSOCIATION DES CHÂTEAUX LUXEMBOURGEOIS réunis en assemblée générale le 4 avril 2006 à 15.00 heures, au Château de Vianden ont convenu de modifier les articles 3 - 5 - 6 - 7 - 12 - 19 - 21 - 22 - et 29 des statuts de l'Association des Châteaux Luxembourgeois, publiés au Mémorial «C» N° 22 du 19 janvier 1990, de la manière suivante:

Art. 3. L'association a pour objet la promotion culturelle, touristique et éducative des châteaux luxembourgeois. L'association. se réserve le droit de s'affilier à d'autres organisations pour suivant les mêmes buts et intérêts.

L'association peut également effectuer et faire effectuer. (ancien texte).

- Art. 5. L'association est composée de membres effectifs, de membres coopérants et de membres d'honneur. E 1 le doit être composée de 5 membres effectifs au moins.
- Art. 6. Sont membres effectifs les personnes physiques, morales ou publiques représentant les châteaux luxembourgeois et qui requièrent leur affiliation à l'association.
- **Art. 7.** Sont membres coopérants les personnes physiques, morales ou publiques dont l'activité et le soutien s'inscrivent dans la ligne des objectifs de l'association tels que visés à l'article 3 des présents statuts.
- Art. 12. Les membres effectifs paient une cotisation annuelle. Le montant de cette cotisation est fixé par l'assemblée générale.

Le montant de la cotisation de base ne pourra excéder l.000 euros.Les châteaux à entrée payante verseront en dehors de la cotisation de base, une quote-part calculée sur les entrées de l'année précédente.

- Art. 19. Tous les membres effectifs et coopérants ont un droit de vote égal à l'assemblée générale. Les résolutions sont prises à.(ancien texte).
- Art. 21. L'association est administrée par un conseil d'administration d'au moins cinq membres qui sont élus et révoqués par l'assemblée générale, à la simple majorité des voix présentes ou représentées, parmi les membres de l'association.

Le conseil délibère valablement dès que la moitié de ses membres est présente.

Le conseil d'adm.peut co-opter des personnes aptes à défendre les intérêts de l'association.

- **Art. 22.** La durée du mandat d'administrateur est fixée à trois années En cas de vacance de poste au cours d'un mandat, un administrateur provisoire, avec voix consultative, est nommé par le conseil d'administration pour y pourvoir jusqu'à la prochah; assemblée générale qui procédera au remplacement définitif. Les administrateurs sortants sont rééligibles.
- Art. 29. Tous les cas non prévus par les présents statuts seront réglés conformément aux dispositions de la loi du 21 avril 1928 sur les associations sans but lucratif telle qu'elle c été modifiée dans la suite.

Fait à Vianden, le 4 avril 2006.

R. Feis / J. Milmeister / V. Weydert / Conter / Simon / Christoffel / Erasmy / Turmes / Koster / Linders / Schank / Schaus / Schiltz / Weber / Weiler / Wagener / Wiltgen / Weis

Enregistré à Diekirch, le 6 avril 2006, réf. DSO-BP00048. – Reçu 166 euros.

Le Receveur (signé): M. Siebenaler.

(931228//41) Déposé au registre de commerce et des sociétés de Diekirch, le 6 avril 2006.

EUROPEAN RESEARCH VENTURE S.A., Société Anonyme Holding.

Siège social: L-2449 Luxembourg, 10A, boulevard Royal. R. C. Luxembourg B 20.580.

Extrait du procès-verbal de l'assemblée générale ordinaire qui s'est tenue le 22 mars 2006 à 11.00 heures à Luxembourg

- Les mandats des Administrateurs et du Commissaire aux Comptes viennent à échéance à la présente Assemblée.
- L'Assemblée décide de renouveler les mandats d'Administrateurs de Messieurs Jean Quintus, Koen Lozie et de CO-SAFIN S.A. ainsi que le mandat de Commissaire aux Comptes de Monsieur Pierre Schill.
- Leurs mandats viendront à échéance à l'issue de l'Assemblée Générale approuvant les comptes arrêtés au 31 décembre 2006.

Pour copie conforme

Signature / Signature

Administrateur / Administrateur

Enregistré à Luxembourg, le 10 avril 2006, réf. LSO-BP01668. – Reçu 14 euros.

Le Receveur (signé): D. Hartmann.

(036142/1172/17) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2006.



EPICERIE TOMPERS, S.à r.l., Société à responsabilité limitée.

Siège social: L-8825 Perlé, 20, route d'Arlon.

R. C. Luxembourg B 94.144.

Le bilan au 31 décembre 2005, enregistré à Luxembourg, le 4 avril 2006, réf. LSO-BP00382, a été déposé au registre de commerce et des sociétés de Diekirch, le 7 avril 2006.

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

Pour extrait conforme

Pour EPICERIE TOMPERS, S.à r.l.

Signature

(931570/597/12) Déposé au registre de commerce et des sociétés de Diekirch, le 7 avril 2006.

IMMOBILIERE PARK WARKEN, S.à r.l., Société à responsabilité limitée.

Siège social: L-9147 Erpeldange/Ettelbruck, 2A, Beim Dreieck.

R. C. Luxembourg B 91.542.

Les comptes annuels au 31 décembre 2005, enregistrés à Diekirch, le 4 avril 2006, réf. DSO-BP00016, ont été déposés au registre de commerce et des sociétés de Diekirch, le 7 avril 2006.

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

Diekirch, le 7 avril 2005.

(932001/591/10) Déposé au registre de commerce et des sociétés de Diekirch, le 7 avril 2006.

BAUUNTERNEHMEN C.T. DREILING, S.à r.l., Société à responsabilité limitée.

Siège social: Huldange, 105, Dorfstrasse.

R. C. Luxembourg B 96.707.

Le bilan au 31 décembre 2005, enregistré à Diekirch, le 10 avril 2006, réf. DSO-BP00072, a été déposé au registre de commerce et des sociétés de Diekirch, le 10 avril 2006.

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

Diekirch, le 10 avril 2006. Signature.

(932114//10) Déposé au registre de commerce et des sociétés de Diekirch, le 10 avril 2006.

RED PEPPER LUX S.A., Société Anonyme.

Siège social: L-9559 Wiltz, Zoning Industriel Salzbach.

R. C. Luxembourg B 97.185.

Extrait des résolutions prises par l'assemblée générale extraordinaire des actionnaires qui s'est tenue au siège le 18 novembre 2005

L'assemblée générale extratordinaire de la société anonyme RED PEPPER LUX S.A. procède aux modifications suivantes:

L'assemblée accepte la démission de Messieurs Lucien et Joseph Annet de leur fonction d'administrateur de la société dès ce jour;

Monsieur Laurent Annet étant confirmé dans ses fonctions d'administrateur-délégué;

L'assemblée accepte la démission de Madame Brigitte Annet de sa fonction de commissaire aux comptes.

L'assemblée accepte la nomination en qualité d'administrateur:

- 1. Monsieur Didier Poncelet (N.N. 63.08.04-047-48) né à Bastogne (Belgique) le 4 août 1964, domicilié Senonchamps, 153 6600 Bastogne.
- 2. Madame Isabelle Lamy (N.N. 65.06.13-448-84) née à Pavillon s/s Bois (France) domiciliée Route d'Assenois, 63 6600 Bastogne.
 - 3. Monsieur Patrick Piron (N.N. 64.06.01-151-41) né à Montégnée domicilié Route d'Assenois, 63 6600 Bastogne. Les mandats des administrateurs sont exercés à titre gratuit.

L'assemblée accepte la nomination de Madame Eliane Lecomte (N.N. 77.05.14-228-34) née à Bastogne le 14 mai 1977, domiciliée Route de la Barrière, 27B à 6970 Tenneville aux fonctions de commissaire aux comptes.

Pour extrait conforme

Pour RED PEPPER LUX S.A.

FIDUCIAIRES REUNIES LUXEMBOURGEOISES S.A.

Signature

Enregistré à Luxembourg, le 10 avril 2006, réf. LSO-BP01679. - Reçu 14 euros.

Le Receveur (signé): D. Hartmann.

(933372//29) Déposé au registre de commerce et des sociétés de Diekirch, le 13 avril 2006.



EUROPISCINES S.A., Société Anonyme.

Siège social: Troisvierges, 97, Grand-rue. R. C. Luxembourg B 93.962.

Le bilan au 31 décembre 2004, enregistré à Diekirch, le 11 avril 2006, réf. DSO-BP00083, a été déposé au registre de commerce et des sociétés de Diekirch, le 11 avril 2006.

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

Diekirch, le 11 avril 2006. Signature.

(932572//10) Déposé au registre de commerce et des sociétés de Diekirch, le 11 avril 2006.

CHAVET ALOYS S.A., Société Anonyme.

Siège social: B-4950 Faymonville, 42, rue de la Crope. Siège de la Succursale: L-9990 Weiswampach, Maison 40. R. C. Luxembourg B 115.355.

OUVERTURE DE SUCCURSALE

Extrait du procès-verbal de la réunion des actionnaires qui s'est tenue au siège social de la société en date du 30 mars 2006 à 10.00 heures

L'assemblée des actionnaires décide à l'unanimité d'ouvrir une succursale au Grand-Duché de Luxembourg. Le siège de cette succursale sera établi à L-9990 Weiswampach, Maison 40.

Le début des activités est prévu pour le 1er avril 2006.

Les gérants de cette succursale sont Aloys Chavet et André Chavet.

Les gérants peuvent engager cette succursale par leur seule signature.

Faymonville, le 30 mars 2006.

Pour extrait sincère et conforme

Signature

Un administrateur

Enregistré à Diekirch, le 3 avril 2006, réf. DSO-BP00008. – Reçu 14 euros.

Le Receveur (signé): Signature.

(932723/832/21) Déposé au registre de commerce et des sociétés de Diekirch, le 11 avril 2006.

MONA S.A., Société Anonyme.

Siège social: L-8814 Bigonville, 34, rue Principale.

R. C. Luxembourg B 97.233.

Le bilan au 31 décembre 2005, enregistré à Diekirch, le 7 avril 2006, réf. DSO-BP00063, a été déposé au registre de commerce et des sociétés de Diekirch, le 13 avril 2006.

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

Bigonville, le 12 avril 2006. Signature.

(933332/1067/10) Déposé au registre de commerce et des sociétés de Diekirch, le 13 avril 2006.

V.M.C. S.A., Aktiengesellschaft.

Gesellschaftssitz: L-9227 Diekirch, 50, Esplanade.

H. R. Luxembourg B 98.203.

AUSZUG

Aus den einstimmig getroffenen Beschluß der ausserordentlichen Generalversammlung vom 13. Dezember 2004 geht hervor dass:

1.- Herr Thomas Pötgen, Angestellter, wohnhaft zu B-4700 Eupen, Am Weiherhof 16,

abberufen wurde als Verwaltungsmitglied der Gesellschaft.

Zur Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Diekirch, den 13. Dezember 2004.

COFINOR S.A.

Bevollmächtigten der Gesellschaft

Unterschrift

Enregistré à Diekirch, le 23 février 2006, réf. DSO-BN00224. – Reçu 14 euros.

Le Receveur (signé): Signature.

(920076//18) Déposé au registre de commerce et des sociétés de Diekirch, le 1er mars 2006.



DUFRAIS S.A. Succursale de Weiswampach.

Siège social de la société mère: B-4880 Aubel, 110, route de Merckhof. Adresse de la Succursale: L-9990 Weiswampach, 100A, Auf dem Kiemel. R. C. Luxembourg B 106.235.

DISSOLUTION

Procès-verbal de la réunion du conseil d'administration du 28 janvier 2002

Sont présents:

- Messieurs Edouard Detry et Patrick Barvaux.
- La société anonyme G.D.F. représentée par Monsieur Henri Detry.

La réunion est ouverte à 14.00 heures.

Ordre du jour:

Afin de rencontrer les dispositions légales luxembourgeoises relatives à nos deux succursales implantées au Grand-Duché de Luxembourg, le Conseil d'Administration décide de confirmer l'existence d'un fait nouveau.

- Point 1

Le présent Conseil d'Administration confirme l'existence d'un fait nouveau:

Il est décidé, à l'unanimité, de cesser toutes activités à Weiswampach, dont dénomination et adresse ci-dessous: S.A. DUFRAIS,

Succursale de Weiswampach,

établie à:

Auf Dem Kimmel, 100A,

L-9990 Weiswampach,

et par conséquent de fermer ce point de vente en date du 2 février 2002 pour des raisons économiques.

Ainsi passé cette date, nous n'aurons plus sur le territoire Grand-Ducal, qu'une seule succursale, à savoir celle de Marnach, dont dénomination et adresse ci-dessous:

S.A. DUFRAIS,

Succursale de Marnach,

établie à:

Marburgstross, 9,

L-9764 Marnach.

- Point 2

L'autorisation de commerce ayant été délivrée au nom de Monsieur Edouard Detry, le Conseil d'Administration propose, en continuité des faits actés antérieurement par le Conseil d'Administration, de confier la gérance de notre succursale de Marnach à Monsieur Edouard Detry, demeurant au 24 Tribezone, 4890 Thimister-Clermont (Belgique).

C'est ainsi que Monsieur Edouard Detry assurera également, en continuité des faits actes antérieurement par le Conseil d'Administration, la gestion journalière de cette succursale luxembourgeoise. A cette fin et tout comme par le passé, il dispose de tous les pouvoirs nécessaires pour assurer la gestion des affaires au Grand-Duché de Luxembourg et la représentation de la société en ce qui concerne cette gestion.

D'autre part et toujours en continuité des faits actes antérieurement par le Conseil d'Administration, Monsieur Rudi Schommers, domicilié Luxemburger Strasse, 68/2 à 4780 Saint-Vith (Belgique) assurera la gestion du personnel de la succursale de Marnach.

L'ordre du jour étant épuisé, la séance est levée à 15.00 heures.

Aubel, le 28 janvier 2002.

E. Detry / P. Barvaux

Les membres du Conseil d'Administration

Pour G.D.F. S.A.

H. Detry

Enregistré à Diekirch, le 17 avril 2003, réf. DSO-AD00090. – Reçu 16 euros.

Le Receveur (signé): Signature.

(932873/557/51) Déposé au registre de commerce et des sociétés de Diekirch, le 12 avril 2006.

BODONI S.A., Aktiengesellschaft.

Gesellschaftssitz: L-9962 Holler, Maison 24. H. R. Luxemburg B 101.161.

Hiermit möchte ich Ihnen mitteilen, dass ich mit sofortiger Wirkung von meinem Posten als Verwaltungsratsmitglied Ihrer Gesellschaft zurücktrete.

Holler, den 7. April 2006.

Loni Kiefer-Bien.

Enregistré à Diekirch, le 14 avril 2006, réf. DSO-BP00114. – Reçu 14 euros.

Le Receveur (signé): M. Siebenaler.

(936056/591/11) Déposé au registre de commerce et des sociétés de Diekirch, le 24 avril 2006.



AN DER WEISSBAACH, S.à r.l., Société à responsabilité limitée.

Siège social: L-7376 Bofferdange, 36, rue du Moulin.

R. C. Luxembourg B 43.535.

Le bilan au 31 décembre 2002, enregistré à Diekirch, le 18 avril 2006, réf. DSO-BP00126, a été déposé au registre de commerce et des sociétés de Diekirch, le 21 avril 2006.

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

Signature.

(935871//10) Déposé au registre de commerce et des sociétés de Diekirch, le 21 avril 2006.

AN DER WEISSBAACH, S.à r.l., Société à responsabilité limitée.

Siège social: L-7376 Bofferdange, 36, rue du Moulin.

R. C. Luxembourg B 43.535.

Le bilan au 31 décembre 2003, enregistré à Diekirch, le 18 avril 2006, réf. DSO-BP00127, a été déposé au registre de commerce et des sociétés de Diekirch, le 21 avril 2006.

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

Signature.

(935870//10) Déposé au registre de commerce et des sociétés de Diekirch, le 21 avril 2006.

AN DER WEISSBAACH, S.à r.l., Société à responsabilité limitée.

Siège social: L-7376 Bofferdange, 36, rue du Moulin.

R. C. Luxembourg B 43.535.

Le bilan au 31 décembre 2004, enregistré à Diekirch, le 18 avril 2006, réf. DSO-BP00128, a été déposé au registre de commerce et des sociétés de Diekirch, le 21 avril 2006.

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

Signature.

(935868//10) Déposé au registre de commerce et des sociétés de Diekirch, le 21 avril 2006.

A + ARCHITECTURE, S.à r.l., Société à responsabilité limitée.

Siège social: L-9161 Ingeldorf, 13, rue Dicks.

R. C. Luxembourg B 103.069.

Les comptes annuels au 31 décembre 2005, enregistrés à Diekirch, le 11 avril 2006, réf. DSO-BP00084, ont été déposés au registre de commerce et des sociétés de Diekirch, le 14 avril 2006.

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

FIDUCIAIRE ENSCH, WALLERS ET ASSOCIES S.A.

Signature

(933835/832/11) Déposé au registre de commerce et des sociétés de Diekirch, le 14 avril 2006.

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

Siège social: L-9268 Diekirch, 1, rue du Pont. R. C. Luxembourg B 115.126.

STATUTS

L'an deux mille six, le vingt-quatre mars.

Par-devant le soussigné Fernand Unsen, notaire de résidence à Diekirch.

A comparu:

Madame Caria Alexandra Goncalves Guerreiro, cabaretière, née à Faro (Portugal), le 29 juillet 1972, matricule n° 1972 07 29 027, demeurant à L-9030 Warken, 46, Cité Warkdall, agissant:

- a) en nom personnel;
- b) en sa qualité de mandataire spécial de Monsieur Eduardo Manuel Guerreiro, chauffeur-mécanicien, né à Sao Martinho Das Amoreiras (Portugal), le 22 février 1963, matricule n° 1963 02 22 314, demeurant à L-9291 Diekirch, 6, rue Walebroch,

en vertu d'une procuration sous seings privés du 15 mars 2005,

laquelle, après avoir été paraphée ne varietur par la comparante et le notaire instrumentaire, restera annexée au présent acte, pour être soumise avec lui à la formalité de l'enregistrement.

Laquelle comparante a requis le notaire instrumentaire de documenter ainsi qu'il suit les statuts d'une société à responsabilité limitée qu'ils déclarent constituer.



- Art. 1er. Il est formé par les présentes une société à responsabilité limitée qui sera régie par les lois y relatives ainsi que par les présents statuts.
- **Art. 2.** La société a pour objet l'exploitation d'un débit de boissons alcooliques et non-alcooliques, ainsi que toute l les activités qui se rattachent directement et indirectement à l'objet et principal.
 - Art. 3. La société est constituée pour une durée illimitée.
 - Art. 4. La société prend la dénomination de EDKA, S.à r.l.
 - Art. 5. Le siège social est établi à Diekirch.

Il peut être transféré en toute autre localité du Grand-Duché de Luxembourg en vertu d'une décision des associés.

Art. 6. Le capital social est fixé à douze mille quatre cents (12.400) euros représenté par cent (100) parts sociales de cent vingt-quatre (124) euros chacune.

Ces parts ont été souscrites comme suit par:

Monsieur Eduardo Manuel Guerreiro, prénommé, cinquante parts sociales	50
Madame Carla Alexandra Goncalves Guerreiro, prénommée, cinquate parts sociales	50
Total: parts sociales	100

Les parts sociales ont été libérées par des versements en numéraire de sorte que la somme de douze mille quatre cents (12.400) euros se trouve dès à présent à la disposition de la société.

- Art. 7. Le capital social pourra, à tout moment, être augmenté ou diminué dans les conditions prévues par l'article 199 de la loi concernant les sociétés commerciales.
- Art. 8. Chaque part sociale donne droit à une fraction proportionnelle au nombre de parts existantes de l'actif social et des bénéfices.
- Art. 9. Les parts sociales sont librement cessibles entre associés. Elles ne peuvent être cédées entre vifs à des non-associés que moyennant l'agrément des autres associés. Les parts sociales ne peuvent être transmises pour cause de mort à des non-associés que moyennant l'agrément des propriétaires survivants. En toute hypothèse les associés restants ont un droit de préemption. Ils doivent l'exercer endéans six mois à partir du jour de la dénonciation, à peine de forclusion.
- **Art. 10.** Chacun des associés aura la faculté de dénoncer sa participation moyennant préavis de six mois à donner par lettre recommandée à ses coassociés.
 - Art. 11. Le décès, l'interdiction, la faillite ou la déconfiture de l'un des associés ne mettent pas fin à la société.
- **Art. 12.** Les créanciers, ayants-droit ou héritiers ne pourront, pour quelque motif que ce soit, faire apposer des scellés sur les biens et documents de la société.
- Art. 13. La société est administrée par un ou plusieurs gérants, associés ou non, nommés par l'assemblée des associés.

Les pouvoirs du ou des gérants sont déterminés par l'assemblée générale des associés.

- **Art. 14.** Chaque associé peut participer aux décisions collectives quelque soit le nombre de parts qui lui appartiennent. Chaque associé a un nombre de voix égal au nombre de parts sociales qu'il possède. Chaque associé peut se faire valablement représenter aux assemblées par un porteur de procuration spéciale.
- Art. 15. Les gérants ne contractent, à raison de leur fonction, aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la société; simples mandataires, ils ne sont responsables que de l'exécution de leur mandat.
- **Art. 16.** L'année sociale commence le premier janvier et finit le trente et un décembre. Exceptionnellement le premier exercice commence ce jour pour finir le trente et un décembre deux mille six.
- Art. 17. Chaque année, le trente et un décembre, les comptes sont arrêtés et le ou les gérants dressent un inventaire comprenant l'indication des valeurs actives et passives de la société.
 - Art. 18. Tout associé peut prendre au siège social de la société communication de l'inventaire et du bilan.
- **Art. 19.** Les produits de la société constatés dans l'inventaire annuel, déduction faite des frais généraux, amortissements et charges, constituent le bénéfice net.

Sur le bénéfice net il est prélevé cinq pour cent pour la constitution du fonds de réserve légal jusqu'à ce que celui-ci ait atteint dix pour cent du capital social.

Le solde est à la libre disposition des associés.

- **Art. 20.** Lors de la dissolution de la société la liquidation sera faite par un ou plusieurs liquidateurs, associés ou non, nommés par les associés qui en fixeront les pouvoirs et les émoluments.
 - Art. 21. Pour tout ce qui n'est pas prévu dans les présents statuts, les associés se réfèrent aux dispositions légales.

Réunion des associés

Et à l'instant les associés, représentant l'intégralité du capital social, ont pris les résolutions suivantes:

- L'assemblée nomme gérante technique Madame Caria Alexandra Goncalves Guerreiro, prénommée.
- La société est valablement engagée par la signature de la gérante.
- Le siège est établi à L-9268 Diekirch, 1, rue du Pont.



Frais

Le montant des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la société à raison de sa constitution, s'élève à environ mille euros (1.000,-).

Dont acte, fait et passé à Diekirch en l'étude, date qu'en tête.

Et après lecture faite et interprétation donnée à la comparante, connue du notaire par nom, prénom usuel, état et demeure, elle a signé avec le notaire le présent acte.

Signé: C.A. Goncalves Guerreiro, F. Unsen.

Enregistré à Diekirch, le 27 mars 2006, vol. 618, fol. 29, case 3. - Reçu 124 euros.

Le Receveur (signé): Siebenaler.

Pour expédition conforme, délivrée à la demande de la société, sur papier libre, aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Diekirch, le 30 mars 2006.

F. Unsen.

(929284/234/90) Déposé au registre de commerce et des sociétés de Diekirch, le 31 mars 2006.

TASIAST HOLDINGS S.A., Société Anonyme Holding.

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

R. C. Luxembourg B 87.697.

L'Assemblée Générale Ordinaire tenue exceptionnellement en date du 17 mars 2006 a ratifié la décision du Conseil d'Administration du 29 octobre 2003 de nommer aux fonctions d'administrateur «A» Monsieur Jean-Claude St-Amour en remplacement de Monsieur Mark Medcraft Jarvis Smith.

Ensuite, cette Assemblée a appelé aux fonctions d'administrateur «A» Monsieur Carlos Omar Gòmez, 3-2° Centro de Empresas Asipo I, 33428 Cayés-Llanera (Asturias), Espagne, en remplacement de Monsieur Jean-Claude St-Amour. Son mandat prendra fin lors de l'Assemblée Générale Ordinaire de 2007.

Puis, cette Assemblée a ratifié la décision du Conseil d'Administration du 1^{er} octobre 2004 de nommer aux fonctions d'administrateur «B» MONTEREY SERVICES S.A. en remplacement de Madame Sabine Plattner. Son mandat prendra fin lors de l'Assemblée Générale Ordinaire de 2007.

Nous vous demandons de bien vouloir prendre note du changement d'adresse de l'administrateur suivant:

MONTEREY SERVICES S.A., Administrateur «B», 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg. Enfin, cette Assemblée a décidé de transférer le siège social de la société du 27, avenue Monterey, L-2163 Luxembourg au 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg.

Le conseil d'Administration se compose désormais comme suit:

Monsieur John W.W. Hick, Administrateur A;

Monsieur Carlos Omar Gòmez, Administrateur A;

MONTEREY SERVICES S.A., Administrateur B.

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

Luxembourg, le 4 avril 2006.

Pour TASIAST HOLDING S.A.

MONTEREY SERVICES S.A.

Administrateur B

Signatures

Enregistré à Luxembourg, le 5 avril 2006, réf. LSO-BP00970. – Reçu 14 euros.

Le Receveur (signé): D. Hartmann.

(032474/029/31) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2006.

TASIAST HOLDINGS S.A., Société Anonyme Holding.

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

R. C. Luxembourg B 87.697.

Le bilan et le compte de profits et pertes au 31 décembre 2003, enregistrés à Luxembourg, le 5 avril 2006, réf. LSO-BP00971, ont été déposés au registre de commerce et des sociétés de Luxembourg, le 11 avril 2006.

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

Luxembourg, le 10 avril 2006.

Pour TASIAST HOLDINGS S.A., Société Anonyme Holding

MONTEREY SERVICES S.A.

Administrateur B

Signatures

(032448/029/14) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2006.



CAMPING FUUSSEKAUL S.A., Société Anonyme.

Siège social: L-9156 Heiderscheid, 4, Fuussekaul. R. C. Luxembourg B 95.899.

Les comptes annuels au 31 décembre 2005, enregistrés à Diekirch, le 11 avril 2006, réf. DSO-BP00081, ont été déposés au registre de commerce et des sociétés de Diekirch, le 14 avril 2006.

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

FIDUCIAIRE ENSCH, WALLERS ET ASSOCIES S.A.

Signature

(933848/832/11) Déposé au registre de commerce et des sociétés de Diekirch, le 14 avril 2006.

FIDUCIAIRES REUNIES LUXEMBOURGEOISES, Société Anonyme.

Siège social: L-9645 Derenbach, Maison 91.

R. C. Diekirch B 95.911.

Extrait des résolutions prises par l'assemblée générale extraordinaire des actionnaires qui s'est tenue au siège le 26 juillet 2005

L'assemblée générale extraordinaire de la société anonyme FIDUCIAIRES REUNIES LUXEMBOURGEOISES procède aux modifications suivantes:

L'assemblée accepte la démission de Monsieur Zeimet Jean de ses fonctions d'administrateur en date du 1er octobre 2003.

L'assemblée accepte la nomination en qualité d'administrateur de:

1. Madame Barbier Nicole (N.N. 49.01.12-214-74), née à Namur (Belgique), le 12 janvier 1949, domiciliée rue de Musy 56, 6600 Bastogne. Son mandat a pris cours avec effet au 1^{er} octobre 2003 pour une durée de 6 ans et sera exercé à titre gratuit.

Pour extrait conforme

FIDUCIAIRES REUNIES LUXEMBOURGEOISES S.A.

Signature

Enregistré à Luxembourg, le 10 avril 2006, réf. LSO-BP01688. – Reçu 14 euros.

Le Receveur (signé): D. Hartmann.

(933374//20) Déposé au registre de commerce et des sociétés de Diekirch, le 13 avril 2006.

RONOR S.A., Société Anonyme.

Siège social: L-9678 Nothum, 29, Duerfstrooss.

R. C. Luxembourg B 109.308.

Résolution de l'Assemblée Générale Extraordinaire du 15 février 2006

Il résulte d'une assemblée générale extraordinaire du 15 février 2006 que:

M. Theys Michel, demeurant à B-1301 Bierges, 28, Vieux Chemin du Poête,

M. Van Stappen Thierry, demeurant à B-1495 Tilly, 76, rue de Strichon,

M. Weiss Jean, demeurant à L-3611 Kayl, 3, rue Bechel,

ont démissionné de leur poste d'administrateur.

Suite à ces démissions, l'assemblée décide à l'unanimité de nommer:

M. Mathieu Eric, demeurant à L-9678 Nothum, 29, Duerfstrooss,

M. Collard Thierry, demeurant à B-4100 Seraing, 257, rue de la Forêt,

M. Claes Jean-Pierre, demeurant à B-1301 Wavre, 26, rue des Tarins,

comme nouveaux administrateurs de la société, RONOR S.A. à partir de ce jour.

M. Collard Thierry est nommé administrateur-délégué de la société. Le mandat des nouveaux administrateurs et de l'administrateur-délégué prendra fin à l'issue de l'Assemblée Générale annuelle en 2012.

Mme Henrottin Joëlle, demeurant à B-4120 Neupre, 4, avenue du Saule, est nommée comme commissaire aux comptes à partir du 8 juillet 2005, suite à la démission de M. Vanherberghen.

Ces résolutions ont été prises à l'unanimité des voix.

Nothum, le 15 février 2006.

Pour extrait sincère et conforme

FIDUCIAIRE LUCIEN FUNCK, S.à r.l.

Signature

Enregistré à Diekirch, le 16 mars 2006, réf. DSO-BO00098. – Reçu 14 euros.

Le Receveur (signé): Signature.

(935609/557/28) Déposé au registre de commerce et des sociétés de Diekirch, le 21 avril 2006.



LE MILLENAIRE RESTAURANT, S.à r.l., Société à responsabilité limitée.

Siège social: L-9176 Niederfeulen, 39, route de Bastogne.

R. C. Luxembourg B 96.266.

Les comptes annuels au 31 décembre 2005, enregistrés à Diekirch, le 11 avril 2006, réf. DSO-BP00085, ont été déposés au registre de commerce et des sociétés de Diekirch, le 14 avril 2006.

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

FIDUCIAIRE ENSCH, WALLERS ET ASSOCIES S.A.

Signature

(933833/832/11) Déposé au registre de commerce et des sociétés de Diekirch, le 14 avril 2006.

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

Siège social: L-9156 Heiderscheid, 4, Fuussekaul.

R. C. Luxembourg B 92.206.

Les comptes annuels au 31 décembre 2005, enregistrés à Diekirch, le 11 avril 2006, réf. DSO-BP00080, ont été déposés au registre de commerce et des sociétés de Diekirch, le 14 avril 2006.

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

FIDUCIAIRE ENSCH, WALLERS ET ASSOCIES S.A.

Signature

(933850/832/11) Déposé au registre de commerce et des sociétés de Diekirch, le 14 avril 2006.

LE PASSE SIMPLE, S.à r.l., Société à responsabilité limitée.

Siège social: L-8832 Rombach, 18, route de Bigonville.

R. C. Luxembourg B 110.970.

Le bilan au 31 décembre 2005, enregistré à Diekirch, le 22 mars 2006, réf. DSO-BO00170, a été déposé au registre de commerce et des sociétés de Diekirch, le 21 avril 2006.

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

Bigonville, le 18 avril 2006.

Signature.

(935649/1067/10) Déposé au registre de commerce et des sociétés de Diekirch, le 21 avril 2006.

LUX LIFE CONSULTING, Société Anonyme.

Siège social: L-9570 Wiltz, 11, rue des Tondeurs. R. C. Luxembourg B 93.826.

Extrait du procès-verbal de l'Assemblée Générale Extraordinaire du 30 décembre 2005

L'Assemblée Générale s'est tenue au siège social de la société.

Après délibération, l'Assemblée Générale:

- prend acte des démissions de Monsieur Sébastien Lambers en sa qualité d'administrateur ainsi que de Monsieur Philippe Leerschool en sa qualité d'administrateur et de Président du Conseil d'Administration;
- appelle aux fonctions d'administrateur Mme Marianne Goffinet, employée privée, née à Arlon, le 7 avril 1964, demeurant à B-6700 Arlon, 23, rue Léon Castilhon, pour une durée allant jusqu'à l'issue de l'assemblée générale annuelle de l'an 2008.

Extrait du procès-verbal du conseil d'administration du 30 décembre 2005

Le Conseil d'Administration s'est tenu au siège social de la société.

Les membres présents, après avoir déclaré se considérer comme dûment convoqués, ont pris à l'unanimité les résolutions suivantes:

Première résolution

Nomination de Monsieur Bernard Collo, préqualifié, en tant que Président du conseil d'administration.

Seconde résolution

Une délégation de pouvoirs pour les actes de gestion courante est accordée à Monsieur Robert Sojic, employé auprès de LUX LIFE CONSULTING S.A., né à Liège, le 21 décembre 1960, demeurant à L-7566 Mersch, 7, rue Comte Thierry.

Signature.

Enregistré à Diekirch, le 14 avril 2006, réf. DSO-BP00111. – Reçu 89 euros.

Le Receveur (signé): M. Siebenaler.

(933954//26) Déposé au registre de commerce et des sociétés de Diekirch, le 14 avril 2006.



ABC DU TRANSPORT EXPRESS/MESSAGERIE, Société Anonyme.

Siège social: L-8832 Rombach-Martelange, 5, route d'Arlon.

R. C. Luxembourg B 86.332.

Extrait des résolutions prises par l'assemblée générale extraordinaire des actionnaires qui s'est tenue au siège le 1er octobre 2005

L'assemblée générale extraordinaire de la société anonyme ABC DU TRANSPORT EXPRESS/MESSAGERIE procède aux modifications suivantes:

L'assemblée accepte la démission de Madame Nadine Freres de ses fonctions d'administrateur et d'administrateurdélégué dès ce jour.

L'assemblée accepte la nomination en qualité d'administrateur de:

- 1. Monsieur Marcel Dumont (N.N. 55.04.04-129-61), né à Wardin (Belgique), le 4 avril 1955, domicilié Bourcy, 96, 6600 Bastogne.
- 2. Monsieur André Soroge (N.N. 43.09.01-135-25), né à Jéhonville (Belgique), le 1er septembre 1943, domicilié Ortho 33A, 6980 La Roche.

Les mandats des administrateurs sont exercés à titre gratuit.

Pour extrait conforme

Pour ABC DU TRANSPORT EXPRESS/MESSAGERIE S.A.

FIDUCIAIRES REUNIES LUXEMBOURGEOISES S.A.

Enregistré à Luxembourg, le 10 avril 2006, réf. LSO-BP01673. – Reçu 14 euros.

Le Receveur (signé): D. Hartmann.

(933376//23) Déposé au registre de commerce et des sociétés de Diekirch, le 13 avril 2006.

IMMOBILIERE PARC SCHOUWEILER, S.à r.l., Société à responsabilité limitée.

Siège social: L-8411 Steinfort, 8A, rue des Carrières. R. C. Luxembourg B 92.390.

Messieurs.

Par la présente, je donne ma démission comme gérant de votre société avec effet immédiat.

Steinfort, le 3 avril 2006.

Jos Elsen.

Enregistré à Diekirch, le 6 avril 2006, réf. DSO-BP00045. – Reçu 14 euros.

Le Receveur (signé): M. Siebenaler.

(933655/591/11) Déposé au registre de commerce et des sociétés de Diekirch, le 13 avril 2006.

INTELLICOM S.A., Société Anonyme.

Siège social: L-8521 Beckerich, 27, Huewelerstroos.

R. C. Luxembourg B 95.291.

Procès-verbal de l'Assemblée Générale Extraordinaire des actionnaires tenue au siège social à Beckerich le 10 octobre 2005

L'Assemblée Générale Extraordinaire prend acte des résolutions suivantes:

- L'assemblée prend acte de la démission de Monsieur Delisse Menno, avec effet immédiat.
- L'assemblée prend acte de la nomination avec effet immédiat de Monsieur Yves Grauwels de son poste d'administrateur au sein de la société.

Signature / Signature / Signature

Scrutateur / Secrétaire / Président

Enregistré à Diekirch, le 18 avril 2006, réf. DSO-BP00123. – Reçu 14 euros.

Le Receveur (signé): M. Siebenaler.

(935601//15) Déposé au registre de commerce et des sociétés de Diekirch, le 21 avril 2006.

DAWA, GmbH, Société à responsabilité limitée. Capital social: EUR 20.000.

Siège social: L-1528 Luxembourg, 5, boulevard de la Foire. R. C. Luxembourg B 94.078.

Le bilan au 30 juin 2005, enregistré à Luxembourg, le 11 avril 2006, réf. LSO-BP01912, a été déposé au registre de commerce et des sociétés de Luxembourg, le 14 avril 2006.

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

Luxembourg, le 12 avril 2006.

Signature.

(034188/534/11) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 avril 2006.



IM-TECH S.A., Société Anonyme.

Siège social: L-1331 Luxembourg, 57, boulevard Grande-Duchesse Charlotte. R. C. Luxembourg B 76.391.

EXTRAIT

Il résulte de l'assemblée générale ordinaire tenue le 6 avril 2006 que:

- 1. Monsieur Raphaël Forler, avec adresse professionnelle à L-1331 Luxembourg, 57, boulevard Grande-Duchesse Charlotte, est nommé Commissaire aux Comptes pour une période de deux ans qui prendra fin à l'issue de l'assemblée générale qui se tiendra en 2008, en remplacement de Madame Sabrina Martin, avec adresse professionnelle à L-2550 Luxembourg, 6, avenue du X Septembre, dont le mandat n'est pas renouvelé.
- 2. Monsieur Christian Diss, commercial, demeurant à F-57850 Dabo, 14A, rue du Château, remplace jusqu'à l'assemblée générale qui se tiendra en 2008 l'Administrateur révoqué Monsieur Jean-Claude Brauer, commerçant, demeurant à B-6717 Attert, 253, rue du Cercle.

Luxembourg, le 6 avril 2006.

Signature

Le mandataire

Enregistré à Luxembourg, le 7 avril 2006, réf. LSO-BP01294. – Reçu 14 euros.

Le Receveur (signé): D. Hartmann.

(032555//20) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2006.

IM-TECH S.A., Société Anonyme, (anc. CONTENT INVEST S.A.).

Siège social: L-1331 Luxembourg, 57, boulevard Grande-Duchesse Charlotte.

R. C. Luxembourg B 76.391.

Le bilan au 31 décembre 2003, enregistré à Luxembourg, le 7 avril 2006, réf. LSO-BP01298, a été déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2006.

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

Luxembourg, le 11 avril 2006.

Signature.

(032556//11) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2006.

IM-TECH S.A., Société Anonyme, (anc. CONTENT INVEST S.A.).

Siège social: L-1331 Luxembourg, 57, boulevard Grande-Duchesse Charlotte.

R. C. Luxembourg B 76.391.

Le bilan au 31 décembre 2004, enregistré à Luxembourg, le 7 avril 2006, réf. LSO-BP01296, a été déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2006.

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

Luxembourg, le 11 avril 2006.

Signature.

(032557//11) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2006.

COLT TELECOM GROUP S.A., Société Anonyme.

Registered office: L-1479 Luxembourg, Place de l'Etoile. R. C. Luxembourg B 115.679.

STATUTES

In the year two thousand and six, on the thirteenth day of the month of April. Before Maître Joseph Elvinger, notary, residing in Luxembourg.

There appeared:

- 1) DOMINION TRUST LIMITED, a company incorporated under the laws of Jersey, having its registered office at 47 Esplanade, St Helier, Jersey JE1 0BD, registered with the Jersey Registrar of Companies under number 53805;
- 2) DOMINION CORPORATE TRUSTEES LIMITED, a company incorporated under the laws of Jersey, having its registered office at 47 Esplanade, St Helier, Jersey JE1 0BD, registered with the Jersey Registrar of Companies under number 73883.

Both here represented by Caroline Bader-Keller, attorney at law, residing in Luxembourg, pursuant to proxies dated 12 April 2006.

The proxies given, signed by all the appearing persons and the undersigned notary, shall remain annexed to this document to be filed with the registration authorities.

Such appearing parties, in the capacity in which they act, have requested the undersigned notary to draw up the Articles of Incorporation of a joint stock company COLT TELECOM GROUP S.A. (société anonyme) which is hereby established as follows:



Chapter 1. Name, Registered office, Object, Duration

Art. 1. Name

A stock holding Company under Luxembourg law is hereby established to be called COLT TELECOM GROUP S.A.

Art. 2. Registered Office

- (1) The Company shall have its registered office at Luxembourg in the Grand Duchy of Luxembourg;
- (2) It may be transferred to any other place within the country by decision of the Board;
- (3) The Board shall also have the right to set up offices; administrative centres, agencies and subsidiaries wherever it shall see fit, either within or outside the Grand Duchy of Luxembourg;
- (4) Should any political, economic or social events of exceptional nature occur or threaten to occur that are likely to affect normal working operations at the registered office or easy communications with places abroad, the registered office may be declared provisionally transferred abroad, until such time as circumstances have completely returned to normal:
- (5) Such a declaration as to the transfer abroad of the registered office will be made and brought to the attention of third parties by the representative of the Company which, in the circumstances, is best able to do so;
- (6) The taking of such a step will have no effect on the nationality of the Company which, notwithstanding the transfer abroad of the registered office, will remain Luxembourg.

Art. 3. Objects

The objects of the Company are: participation in any manner in all commercial, industrial, financial and other enterprises of Luxembourg or foreign nationality through the acquisition by participation, subscription, purchase, option or by any other means of all shares, stocks, debentures, bonds or securities; the acquisition of patents and licenses which it will administer and exploit; it may lend or borrow with or without security, provided that any monies so borrowed may only be used for the purposes of the Company, or companies which are subsidiaries of or associated with or affiliated to the Company; in general it may undertake any operations directly or indirectly connected with these objects.

Art. 4. Duration

The duration of the Company is unlimited.

Chapter 2. Capital, Shares, Bond-issues

Art. 5. Capital

- (1) The authorised capital of the Company is fixed at nine hundred ten million Euro (EUR 910,000,000.-) to be represented by seven hundred twenty-eight million (728,000,000) ordinary shares, nominal value one Euro twenty-five cents (EUR 1.25). Any authorised but unissued ordinary shares shall lapse five (5) years after publication of these Articles.
- (2) The presently recorded issued capital of the Company is fixed at thirty-one thousand Euro (EUR 31,000.-) represented by twenty-four thousand eight hundred (24,800) ordinary shares, nominal value one Euro twenty-five cents (EUR 1.25), all of the said shares being fully paid.
- (3) The Board or delegate(s), duly appointed by the Board, may from time to time issue shares out of the total authorised shares at such times and on such terms and conditions, including the issue price, as the Board or its delegate(s) may in its or their discretion resolve. The holders of ordinary shares shall be entitled to pre-emptive rights in respect of any future issuance of ordinary shares for cash. The Board may though at any time and from time to time in its sole discretion exclude the pre-emptive rights of the shareholders to the extent it deems advisable, in particular and without limitation:
- (a) to issue ordinary shares for cash whether in a private transaction or in a public offering at such price as determined by the Board of the Company (including below market value if deemed by the Board to be in the best interest of the Company) in order to enlarge or diversify the shareholder base through the entry of new investors; and
- (b) in connection with a rights issue, open offer or other offer where the Board excludes pre-emption rights in order to deal with fractional entitlements, legal, regulatory or practical problems in any overseas territory or because of shares being represented by depository receipts or to deal with the requirements of any regulatory body or stock exchange or because of any other matter or for any other reason whatsoever;
- (c) to issue, or offer to issue, ordinary shares in connection with participation, financing, joint venture or other strategic proposals, strategies or projects and/or to secure financing if the Board of the Company determines the same to be in the best interest of the Company (including below market value if deemed by the Board to be in the best interest of the Company).
- (4) Subject to any rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Board may decide.
- (5) The rights conferred upon the holders of any shares shall not, unless otherwise expressly provided for in the rights attaching to those shares, be deemed to be varied by the creation or issue of further shares ranking pari passu with them.
- (6) The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage.

Art. 6. Redemption of Shares

- (1) Subject to any rights conferred on the holders of any other shares, any share may be redeemed on such terms as the Board may decide in accordance with the law.
- (2) Subject to any rights conferred on the holders of any class of shares, the Company may purchase or may enter into a contract under which it will or may purchase all or any of its shares of any class, including any redeemable shares.



- (3) The Company shall not be required to select the shares to be purchased rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares.
- (4) In addition to any quorum and majority requirement set out by the law, all or any of the rights for the time being attached to any class of shares for the time being issued may from time to time (whether or not the Company is being wound up) be varied either with the consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of that class or with the sanction of a resolution passed by the holders of not less than three-fourths in nominal value of the issued shares of that class at a separate extraordinary general meeting of the holders of those shares. All the provisions of these Articles as to general meetings of the Company shall with any necessary modifications apply to any such separate extraordinary general meeting.

Art. 7. Premium

Any share premium which shall be paid in addition to the nominal value of the ordinary shares shall be transferred to paid-in surplus.

Art. 8. Restrictions on transfer

- (1) Ordinary shares being fully paid up shall not be subject to any restriction in respect of their transfer, but such shares shall be subject to the restrictions on shareholding set forth in Chapter eight hereof.
- (2) Registration of a transfer of an uncertificated share may be refused in the circumstances set out in the law on the circulation of securities, and where, in the case of a transfer to joint holders, the number of joint holders to whom the uncertificated share is to be transferred exceeds four.
 - (3) The Board may decline to register any transfer of a certificated share unless:
- (a) the instrument of transfer is duly certified and is left at the registered office or such other place as the Board may from time to time determine accompanied (save in the case of a transfer by a person to whom the Company is not required by law to issue a certificate and to whom a certificate has not been issued) by the certificate for the share to which it relates and such other evidence as the Board may reasonably require to show the right of the person executing the instrument of transfer to make the transfer and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do;
 - (b) the instrument of transfer is in respect of only one class of share; and
- (c) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four.
- (4) For all purposes of these Articles relating to the registration of transfers of shares, the renunciation of the allotment of any shares by the allottee in favour of some other person shall be deemed to be a transfer and the Board shall have the same powers of refusing to give effect to such a renunciation as if it were a transfer.

Art. 9. Form of shares

- (1) The ordinary shares (herein sometimes referred to as the «shares») may be issued in registered form only.
- (2) The Board may determine that title to shares or any class of shares may be evidenced otherwise than by a certificate and that title to shares of that class may be transferred by means of a relevant system. The Board may also, subject to compliance with the rules of any relevant system, determine at any time that any uncertificated class of shares shall from a date specified by the Board cease to be an uncertificated class. Shares which are uncertificated shares shall not be treated as forming a class which is separate from certificated shares with the same rights.
- (3) In relation to a class of shares, or each part of a class of shares, which is for the time being an uncertificated class and for so long as it or that part remains a participating class, no provision of these Articles (or any other current term of issue of the class of shares) shall (notwithstanding anything contained in these Articles or any other current terms of issue) apply or have effect to the extent that it is inconsistent in any respect with:
 - (a) the holding of shares of that class in uncertificated form;
 - (b the transfer of title to shares of that class by means of a relevant system; and
 - (c) any provision of the law on the circulation of securities.
- (4) All or part of shares of a class which is for the time being a participating class may be changed from uncertificated shares to certificated shares, and from certificated shares to uncertificated shares, in accordance with and subject to the provisions of the law on the circulation of securities and the rules of any relevant system, and the Board shall record on the Register of shareholders that the shares are held in certificated or uncertificated form as appropriate provided that the Company may, by notice in writing to the holder concerned require the holder of a particular share or shares to change the form of such share or shares from uncertificated to certificated form within such period as may be specified in the notice, being not less than seven days. In this paragraph of this Article reference to notice in writing includes notice given by the use of electronic communications.
- (5) Share certificates will be issued for shares held in certificated form in such denominations as the Board shall prescribe. The share certificates shall be in such form and shall bear such legends and such numbers of identification as shall be determined by the Board. The forms of share certificates may be different in respect of the shares entered in the various Registers. The share certificates shall be signed manually or by facsimile by two Directors of the Company. The Board may provide for compulsory authentication of the share certificates by the Registrar(s).
- (6) All shares in the Company shall be registered in the Register(s) of shareholders which shall be kept in Luxembourg or such other jurisdiction (excluding the United Kingdom) as the Board may determine by the persons designated therefore by the Company and such Register(s) shall contain the name of each holder of shares, his residence and/or elected domicile, the number of shares held by him and the amount paid on each share. Every transfer of shares shall be entered into the Register(s). No fee shall be charged by the Company for registering any transfer or document relating to or affecting the title to any share or for inducing any other entry in the Register(s).



- (7) The Company may appoint Registrars in different jurisdictions who will each maintain a separate Register (outside the United Kingdom) for the shares entered therein and the holders of shares may elect to be entered in one of the Registers and to be transferred from time to time from one Register to another Register. The Board may, however, restrict the ability to transfer shares that are registered, listed, quoted, dealt in, or have been placed in certain jurisdictions. The transfer to the Register kept at the registered office in Luxembourg may always be requested.
- (8) On transfers of shares held in certificated form, new certificates in respect of shares transferred and retained respectively shall be issued in each case without charge.
- (9) Transfers of shares held in certificated form shall be effected upon delivery of the certificate or certificates representing such shares to the Registrar together with (i) a stock power or other instrument of transfer satisfactory to the Company (ii) a written declaration of transfer inscribed in the Register, dated and signed by the transferor and transferee, or by persons holding suitable powers of attorney to act therefore or (iii) with the form of endorsement which may be provided on the certificate duly completed and executed, in each case in such form and with such evidence of authority as shall be satisfactory to the Company.
- (10) Subject to such of the restrictions of these Articles as may be applicable any shareholder may transfer all or any of his uncertificated shares by means of a relevant system in such manner provided for, and subject as provided, in the law on the circulation of securities and the rules of any relevant system and accordingly no provision of these Articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the share to be transferred.
- (11) The Company may consider the Person in whose name the shares are registered in the Register as the full owner of such shares. The Company shall be completely free from every responsibility in dealing with such shares towards third parties and shall be justified in considering any right, interest or claims of such third parties in or upon such shares to be non-existent, subject, however, to any right which he might have, to demand the registration or change in registration of shares.
- (12) Except as ordered by a court of competent jurisdiction or as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required in any way to recognise (even when having notice of it) any interest in any share or (except only as by these Articles or by law otherwise provided) any other right in respect of any share other than an absolute right to the whole of the share in the holder.
- (13) In the event that a holder of shares does not provide an address to which all notices or announcements from the Company may be sent, the Company may permit a notice to this effect to be entered into the Register(s) and such holder's address will be deemed to be at the registered office of the Company or such other address as may be so entered by the Company from time to time, until a different address shall be provided to the Company by such holder. The holder may, at any time, change his address as entered in the Register(s) by means of written notification to the Registrar.
- (14) Lost, stolen or mutilated share certificates will be replaced by the Registrar who issued the share certificates in the first place upon such evidence, undertakings and indemnities as may be deemed satisfactory to the Company, provided that mutilated share certificates shall be delivered before new share certificates are remitted.

Art. 10. Requirement to furnish information

- (1) The Company may by notice in writing require a person whom the Company knows or has reasonable cause to believe to be or, at any time during the three years immediately preceding the date on which the notice is issued, to have been interested in shares comprised in the Company's relevant share capital:
 - (a) to confirm that fact or (as the case may be) to indicate whether or not it is the case; and
- (b) where he holds or has during that time held an interest in shares so comprised, to give such further information as may be required in accordance with this Article.
 - (2) A notice under this section may require the person to whom it is addressed:
- (a) to give particulars of his own past or present interest in shares comprised in relevant share capital of the Company (held by him at any time during the three-year period mentioned in this Article);
- (b) where the interest is a present interest and any other interest in the shares subsists or, in any case, where another interest in the shares subsisted during that three-year period at any time when his own interest subsisted, to give (so far as lies within his knowledge) such particulars with respect to that other interest as may be required by the notice; and
- (c) where his interest is past interest, to give (so far as lies within his knowledge) particulars of the identity of the person who held that interest immediately upon his ceasing to hold it.
- (3) The particulars referred to in this Article include particulars of the identity of persons interested in the shares in question and of whether persons interested in the same shares are or were parties to any agreement which includes provision for the acquisition by a party of interests in shares of the Company or to any agreement or arrangement relating to the exercise of any rights conferred by the holding of the shares.
- (4) A notice under this Article shall require any information given in response to the notice to be given in writing within such reasonable time as may be specified in the notice.

Art. 11. Notification of interests of three percent (3%) or more

- (1) Where a person either:
- (a) to his knowledge acquires an interest in shares comprised in the Company's relevant share capital, or ceases to be interested in shares so comprised (whether or not retaining an interest in other shares so comprised); or
- (b) becomes aware that he has acquired an interest in shares so comprised or that he has ceased to be interested in shares so comprised in which he was previously interested;

then in certain circumstances he comes under an obligation («the obligation of disclosure») to make notification to the Company with respect to his interests (if any), in its shares.



- (2) «Relevant share capital» means the Company's issued share capital of a class carrying rights to vote in all circumstances at general meetings of the Company (excluding any shares in the Company held as treasury shares); and it is hereby declared that:
- (a) if the Company's share capital is divided into different classes of shares, references in this Article to a percentage of the nominal value of its relevant share capital are to a percentage of the nominal value of the issued shares comprised in each of the classes taken separately (excluding any shares of each class held as treasury shares); and
- (b) the temporary suspension of voting rights in respect of shares comprised in issued share capital of the Company of any such class does not affect the application of this Article in relation to interests in those or any other shares comprised in that class.
 - (3) Where, otherwise than in circumstances within Article 11(1), a person:
- (a) is aware at the time when it occurs of any change of circumstances affecting facts relevant to the application of the next following section to an existing interest of his in shares comprised in the Company's share capital of any description; or
 - (b) otherwise becomes aware of any such facts (whether or not arising from any such change of circumstances); then, in certain circumstances, he comes under the obligation of disclosure.
- (4) The existence of the obligation in a particular case depends (in part) on circumstances obtaining before and after whatever is in that case the relevant time; and that is:
 - (a) in a case within Article 11(1)(a) or (3)(a), the time of the event or change of circumstances there mentioned; and
 - (b) in a case within Article 11(1)(b) or (3)(b), the time at which the person became aware of the facts in question.
- (5) For the purposes of the obligation of disclosure, the interests to be taken into account are those in relevant share capital of the Company.
- (6) Where a person is interested in shares comprised in relevant share capital, then if in some or all of those shares he has interests which are material interests, he has a notifiable interest at any time when the aggregate nominal value of the shares in which those material interests subsist is equal to or more than 3 percent of the nominal value of that share capital.
 - (7) A material interest is any interest other than:
- (a) an interest which a person who manages investments belonging to another has by virtue of having the management of such investments under an agreement in or evidenced in writing;
- (b) an interest which a person has by virtue of being the operator of a collective investment scheme constituted in a European Union member state which is certified by the competent authority in that member state as complying with the conditions imposed by Council Directive 85/611/EEC on the co-ordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities, as last amended by European Parliament and Council Directive 2001/108/EC;
 - (c) an interest belonging to an open-ended investment company;
- (d) an interest of another which a person is taken to have by virtue of the application of this Article, where the interest of that other person falls within paragraph (a),(b),(c) or (d).
- (8) All facts relevant to determining whether a person has a notifiable interest at any time (or the percentage level of his interest) are taken to be what he knows the facts to be at that time.
- (9) The obligation of disclosure arises under Article 11(1) or (3) where the person has a notifiable interest immediately after the relevant time, but did not have such an interest immediately before that time. The obligation also arises under Article 11(1) or (3) where:
- (a) the person had a notifiable interest immediately before the relevant time, but does not have such an interest immediately after it; or
- (b) he had a notifiable interest immediately before that time, and has such an interest immediately after it, but the percentage levels of his interest immediately before and immediately after that time are not the same.
- (10) Subject to the qualifications mentioned below, «percentage level», in this Article, means the percentage figure found by expressing the aggregate nominal value of all the shares comprised in the share capital concerned in which the person has material interests immediately before or (as the case may be) immediately after the relevant time as a percentage of the nominal value of that share capital and rounding that figure down, if it is not a whole number, to the next whole number.
- (11) Where the nominal value of the share capital is greater immediately after the relevant time than it was immediately before, the percentage level of the person's interest immediately before (as well as immediately after) that time is determined by reference to the larger amount.
- (12) Where notification is required by this Article with respect to a person's interest (if any) in shares comprised in relevant share capital of the Company, the obligation to make the notification must be performed within the period of two days next following the day on which that obligation arises; and the notification must be in writing to the Company.
 - (13) The notification must specify the share capital to which it relates, and must also:
- (a) state the number of shares comprised in that share capital in which the person making the notification knows he had material interests immediately after the time when the obligation arise; or
- (b) in a case where the person no longer has a notifiable interest in shares comprised in that share capital, state that he no longer has that interest.
- (14) A notification is not required to state, in relation to any shares, whether the interest of the person making the notification is (or is not) a material interest.



- (15) A notification (other than one stating that a person no longer has a notifiable interest) shall include the following particulars, so far as known to the person making the notification at the date when it is made:
- (a) the identity of each registered holder of shares to which the notification relates and the number of such shares held by each of them; and
 - (b) the number of such shares in which the interest of the person giving the notification has such an interest.
- (16) A person who has an interest in shares comprised in the Company's relevant share capital, that interest being notifiable, is under obligation to notify the Company in writing:
 - (a) of any particulars in relation to those shares which are specified in Article 11(15);
 - (b) of any change in those particulars;
- of which in either case he becomes aware at any time after any interest notification date and before the first occasion following that date on which he comes under any further obligation of disclosure with respect to his interest in shares comprised in that share capital.

An obligation arising under this section must be performed within the period of two days next following the day on which it arises.

- (17) The reference in Article 11(16) to an interest notification date, in relation to a person's interest in shares comprised in the Company's relevant share capital, is to either of the following:
 - (a) the date of any notification made by him with respect to his interest under this Article; and
 - (b) where he has failed to make a notification, the date on which the period allowed for making it came to an end.
- (18) A person who at any time has an interest in shares which is notifiable is to be regarded under Article 11(16) as continuing to have a notifiable interest in them unless and until he comes under an obligation to make a notification stating that he no longer has such an interest in those shares.
- (19) In certain circumstances, the obligation of disclosure may arise from an agreement, which includes any agreement or arrangement, between two or more persons which includes provision for the acquisition by any one or more of them of interests in shares of the Company being shares comprised in the relevant share capital of the Company.
- (20) This Article applies to such an agreement if the agreement also includes provisions imposing obligations or restrictions on any one or more of the parties to it with respect of their use, retention or disposal of their interests in the Company's shares acquired in pursuance of the agreement (whether or not together with any other interests of theirs in the Company's shares to which the agreement relates) and any interest in the Company shares is in fact acquired by any of the parties in pursuance of the agreement.
- (21) The reference to the use of interests in shares in the Company is to the exercise of any rights or of any control or influence arising from those interests (including the right to enter into any agreement for the exercise, or for control of the exercise, of any of those rights by another person). Once any interest in shares in the Company has been acquired in pursuance of such an agreement as is mentioned above, these provisions continue to apply to that agreement irrespective of whether or not any further acquisitions of interests in the Company's shares take place in pursuance of the agreement, and any change in the persons who are for the time being parties to it, and any variation of the agreement, so long as the agreement continues to include provisions as described above.
- (22) In the case of such an agreement, each party to the agreement is taken (for purposes of the obligation of disclosure) to be interested in all shares in the Company in which any other party to it is interested apart from the agreement (whether or not the interest of the other party in question was acquired, or includes any interest which was acquired, in pursuance of the agreement). An interest of a party to such an agreement in shares in the Company is an interest apart from the agreement if he is interested in those shares otherwise than by virtue of the application of these provisions.
- (23) A notification with respect to his interest in shares in the Company made to the Company by a person who is for the time being a party to such agreement shall:
 - (a) state that the person making the notification is a party to such an agreement;
- (b) include the names and (so far as known to him) the addresses of the other parties to the agreement, identifying them as such; and
- (c) state whether or not any of the shares to which the notification relates are shares in which he is interested by virtue of these provisions and, if so, the number of those shares.
- (24) Where a person makes a notification to the Company under these provisions in consequence of ceasing to be interested in any shares of the Company by virtue of the fact that he or any other person has ceased to be a party to an agreement to which these provisions apply, the notification shall include a statement that he or that other person has ceased to be a party to the agreement (as the case may require) and also (in the latter case) the name and (if known to him) the address of that other.
- (25) A person who is a party to such an agreement is under obligation to notify every other party to the agreement, in writing, of the relevant particulars of his interest (if any) apart from the agreement in shares comprised in relevant share capital of the Company on his first becoming subject to the requirements of these provisions, and on each occurrence after that time while he is still subject to those requirements of any event or circumstances within Article 11(1) and the number of shares (if any) out of the number given on his first becoming subject to the requirements of this section in which he knows that immediately after the time when the obligation to give the notice arose, he had interests (apart from the agreement) which were not material interests. The relevant particulars to be notified are the number of shares (if any) comprised in the Company's relevant share capital in which the person giving the notice would be required to state his interest (apart from the agreement) immediately after the time when the obligation to give notice under these provisions arose, and the relevant particulars with respect to the registered ownership of those shares, so far as known to him at the date of the notice.



- (26) He is also under obligation to notify every other party to the agreement, in writing, of any relevant particulars with respect to the registered ownership of any shares comprised in relevant share capital of the Company in which he has interests apart from the agreement, and of any change in those particulars, of which in each case he becomes aware at any time after any interest notification date and before the first occasion following that date on which he becomes subject to any further obligation to give notice with respect to his interest in shares comprised in that share capital. The obligation to give notice under these provisions must be performed within two days of the day on which the obligation arises.
- (27) Where this Article refers to a person acquiring an interest in shares or ceasing to be interested in shares, that reference in certain cases includes his becoming or ceasing to be interested in those shares by virtue of another person's interests.
 - (28) Such is the case where he becomes or ceases to be interested:
- (a) by virtue of the fact that the person who is interested in the shares becomes or ceases to be a person whose interests (if any) fall by virtue of this Article to be treated as his; or
 - (b) in consequence of the fact that such a person has become or ceased to be interested in the shares; or
- (c) in consequence of the fact that he himself becomes or ceases to be a party to an agreement to which these provisions apply to which the person interested in the shares is for the time being a party; or
- (d) in consequence of the fact that an agreement to which both he and that person are parties becomes or ceases to be one to which these provisions apply.
- (29) The person is then to be treated as knowing he has acquired an interest in the shares or (as the case may be) that he has ceased to be interested in them, if and when he knows both:
 - (a) the relevant facts with respect to the other person's interests in the shares; and
- (b) the relevant facts by virtue of which he himself has become or ceased to be interested in them in accordance with these provisions.
- (30) In determining for purposes of this Article whether a person has a notifiable interest in shares, reference to an interest in shares is to be read as including an interest of any kind whatsoever in the shares; and accordingly there are to be disregarded any restraints or restrictions to which the exercise of any right attached to the interest is or may be subject. Where property is held on trust and an interest in shares is comprised in the property, a beneficiary of the trust who apart from this subsection does not have an interest in the shares is to be taken as having such an interest. A person is taken to have an interest in shares if he enters into a contract for their purchase by him (whether for cash or other consideration), or not being the registered holder, he is entitled to exercise any right conferred by the holding of the shares or is entitled to control the exercise of any such right. A person is taken to have an interest in shares if, otherwise than by virtue of having an interest under a trust he has a right to call for delivery of the shares to himself or to his order, or he has a right to acquire an interest in shares or is under an obligation to take an interest in shares whether in any case the right or obligation is conditional or absolute. For these purposes, a person is entitled to exercise or control the exercise of any right conferred by the holding of shares if he has a right (whether subject to conditions or not) the exercise of which would make him so entitled, or is under an obligation (whether so subject or not) the fulfilment of which would make him so entitled. Persons having a joint interest are taken each of them to have that interest. It is immaterial that shares in which a person has an interest are unidentifiable.
- (31) The Company may make a public announcement consisting of or relating to any information received by it under Articles 10 and 11.

Art. 12. Sanction for non-response

- (1) Where the holder of any shares in the Company, or any other person appearing to be interested in those shares, fails to comply within the relevant period with any notice in respect of those shares served on him under Article 10 or fails to make a notification under Article 11 when he is required to do so or fails to comply with a notice served on him under Article 44, or, in purported compliance with a notice served on him under Article 10 or Article 44, has made a statement which is false or inadequate in a material particular, the Company may give the holder of those shares to which the notice or notification relates a notice (a «restriction notice») to the effect that from the service of the restriction notice those shares will be subject to some or all of the relevant restrictions, and from service of the restriction notice those shares shall, notwithstanding any other provision of these Articles, be subject to those relevant restrictions accordingly. For the purpose of enforcing the relevant restriction referred to in sub-paragraph (c) of the definition of «relevant restrictions», the Board may give notice to the relevant member requiring the member to change the relevant shares held in uncertificated form to certificated form by the time stated in the notice. The notice may also state that the member may not change any of the relevant shares held in certificated form to uncertificated form. If the member does not comply with the notice, the Board may authorise any person to instruct the operator to change the relevant shares held in uncertificated form to certificated form.
- (2) If after the service of a restriction notice in respect of any shares the Board is satisfied that all information required by any notice served under Article 10 or Article 44 relating to those shares or any of them from their holder or any other person appearing to be interested in the shares the subject of the restriction notice has been supplied, or notification under Article 11 has been given, the Company shall, within seven days, cancel the restriction notice. The Company may at any time at its discretion cancel any restriction notice or exclude any shares from it. The Company shall cancel a restriction notice within seven days after receipt of a notice in writing that the relevant shares have been transferred pursuant to an arm's length sale.
- (3) Where any restriction notice is cancelled or ceases to have effect in relation to any shares, any moneys relating to those shares which were withheld by reason of that notice shall be paid without interest to the person who would but for the notice have been entitled to them or as he may direct.



- (4) Any new shares in the Company issued in right of any shares subject to a restriction notice shall also be subject to the restriction notice and the Board may make any right to an allotment of the new shares subject to restrictions corresponding to those which will apply to those shares by reason of the restriction notice when such shares are issued.
- (5) Any holder of shares on whom a restriction notice has been served may at any time request the Company to give in writing the reason why the restriction notice has been served, or why it remains uncancelled, and within 14 days of receipt of such a notice the Company shall give that information accordingly.
- (6) If a notice is given by the Company to a person appearing to be interested in any share, a copy shall at the same time be given to the holder, but the failure or omission to do so or the non-receipt of the copy by the holder shall not invalidate such notice.
- (7) This Article is in addition to, and shall not in any way prejudice or affect, the rights of the Company arising under these Articles or otherwise howsoever from any failure by any person to give any information required by a notice within the time specified in it. For the purpose of this Article a notice need not specify the relevant period, and may require any information to be given before the expiry of the relevant period.
 - (8) In this Article:

a sale is an «arm's length sale» if the Board is satisfied that it is a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the holder or with any person appearing to be interested in such shares and shall include a sale made by way of or in pursuance of acceptance of a takeover offer and a sale made through a recognised investment exchange or any other stock exchange. For this purpose an associate shall be included amongst the persons who are connected with the holder or any person appearing to be interested in such shares;

«person appearing to be interested» in any shares shall mean any person named in a response to a notice or otherwise notified to the Company by a member as being so interested or shown in any register or record kept by the Company under these Articles as so interested or, taking into account a response or failure to respond in the light of the response to any other notice and any other relevant information in the possession of the Company, any person whom the Company knows or has reasonable cause to believe is or may be so interested;

«relevant period» means a period of 14 days following service of a notice; «relevant restrictions» means that:

- (a) the shares shall not confer on the holder any right to attend or vote either personally or by proxy at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company or to exercise any other right conferred by membership in relation to general meetings;
- (b) the Board may withhold payment of all or any part of any dividends or other moneys payable in respect of the shares and the holder shall not be entitled to receive shares in lieu of dividend;
- (c) the Board may decline to register a transfer of any of the shares which are certificated shares, unless such a transfer is pursuant to an arm's length sale;

and in any other case means only the restriction specified in sub-paragraph (a) of this definition.

Art. 13. Transmission of shares

- (1) The Company may sell any certificated shares in the Company on behalf of the holder of, or person entitled by transmission to, the shares by instructing a member of the relevant stock exchange to sell them at best price if:
- (a) the shares have been in issue either in certificated or uncertificated form throughout the qualifying period and at least three cash dividends have become payable on the shares during the qualifying period;
- (b) no cash dividend or capital sum payable on the shares has either been claimed by presentation to the paying bank of the relevant cheque or warrant or been satisfied by the transfer of funds to a bank account designated by the holder of, or person entitled by transmission to, the shares or by the transfer of funds by means of a relevant system at any time during the relevant period;
- (c) so far as any Director of the Company at the end of the relevant period is then aware, the Company has not at any time during the relevant period received any communication from the holder of, or person entitled by transmission to, the shares;
- (d) the Company has caused two advertisements to be published, one in a newspaper with a national circulation in Luxembourg and the other in a newspaper circulating in the area in which the last known address of the holder of, or person entitled by transmission to, the shares or the address at which service of notices may be effected under the Articles is located, giving notice of its intention to sell the shares and a period of three months has elapsed from the date of publication of the advertisements or of the last of the two advertisements to be published if they are published on different dates; and
 - (e) the Company has given notice to the relevant stock exchange of its intention to make the sale.
 - (2) For the purpose of this Article:

«the qualifying period» means the period of twelve years immediately preceding the date of publication of the advertisements referred to in sub-paragraph (d) above or of the first of the two advertisements to be published if they are published on different dates; and

«the relevant period» means the period beginning at the commencement of the qualifying period and ending on the date when all the requirements of sub-paragraphs (a) to (e) above have been satisfied.

- (3) If during any relevant period further shares have been issued in right of those held at the beginning of that relevant period or of any previously so issued during that relevant period and all the requirements of sub-paragraphs (1)(b) to (e) above have been satisfied in regard to the further shares, the Company may also sell the further shares.
- (4) To give effect to any sale of shares pursuant to this Article the Board may authorise some person to transfer the certificated shares in question and an instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or person entitled by transmission to, the shares. The purchaser shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity or invalidity in



the proceedings relating to the sale. The net proceeds of sale shall belong to the Company and, upon their receipt, the Company shall become indebted to the former holder of, or person entitled by transmission to, the shares for an amount equal to the net proceeds. No trust shall be created in respect of the debt and no interest shall be payable in respect of it and the Company shall not be required to account for any moneys earned from the net proceeds which may be employed in the business of the Company or as it thinks fit.

- (5) If a shareholder dies, the survivor or survivors, where he was a joint holder, and his personal representatives, where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his shares; but nothing contained in these Articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly with other persons.
- (6) Where the entitlement of a person to a share in consequence of the death or bankruptcy of a shareholder or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Board, the Board shall within two months after proof cause the entitlement of that person to be noted in the register.
- (7) Any person entitled by transmission to a share may, subject to the provisions elsewhere in these Articles, elect either to become the holder of the share or to have some person nominated by him registered as the holder. If he elects to be registered himself he shall give notice to the Company to that effect. If he elects to have another person registered, he shall transfer title to the share to that person. All the provisions of these Articles relating to the transfer of shares shall apply to the notice or transfer as if the death or bankruptcy of the shareholder or other event giving rise to the transmission had not occurred and the notice or transfer was given or executed by the shareholder.
- (8) Where a person becomes entitled by transmission to a share, the rights of the holder in relation to that share shall cease, but the person entitled by transmission to the share may give a good discharge for any dividends or other moneys payable in respect of it and shall have the same rights in relation to the share as he would have had if he were the holder of it save that, until he becomes the holder, he shall not be entitled in respect of the share to attend or vote at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company. The Board may at any time give notice requiring the person to elect either to be registered himself or to transfer the share and if the notice is not complied with within sixty days the Board may withhold payment of all dividends and other moneys payable in respect of the share until the requirements of the notice have been complied with.

Art. 14. Changes to share capital

- (1) The share capital of the Company may be increased or reduced, consolidated or subdivided by resolution of the shareholders adopted in an extraordinary general meeting in the manner required for the amendment of these Articles. The Company may also, with the consent of shareholders at an extraordinary general meeting in the manner required for the amendment of these Articles, cancel any shares which, at the date of passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
- (2) Whenever as a result of a consolidation of shares, any shareholders would become entitled to fractions of a share, the Board may deal with the fractions as it thinks fit and in particular may sell the shares representing the fractions to any person (including the Company) and distribute the net proceeds of sale in due proportion among those shareholders and the Board may authorise some person to transfer or deliver the shares to, or in accordance with the directions of, the purchaser. The person to whom any shares are transferred or delivered shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.
- (3) The Company may by resolution of the shareholders in extraordinary general meeting in the manner required for the amendment of these Articles, reduce its share capital, any capital redemption reserve, any share premium account and other undistributable reserve in any way.
- (4) In addition, the Board is instructed and authorised to proceed to increase the share capital by issuance of such ordinary shares within the limits of the authorised capital, such increase to be made in one or more installments on such conditions as the Board shall determine from time to time. The Board may delegate to any officer of the Company or to any other person the duties of accepting subscriptions and receiving payments for the shares representing part or all of such increased amount of capital and to have any consequential amendment to these Articles witnessed by notarial deed.

Art. 15. Bonds and Debentures

- (1) The Board may authorise the issue of bonds and debentures (whether or not containing an element of stock), which may be in bearer or other form in any denomination or denominations and payable in any currency or currencies.
- (2) The Board shall determine the rate of interest, conditions of issue and repayment and all other terms and conditions thereof.
 - (3) The bonds and debentures must be signed by two Directors manually or by facsimile.

Chapter 3. Administration and control

Art. 16. Composition of the Board

- (1) The Company shall be managed by a board of directors composed of members who need not be shareholders of the Company.
- (2) The Board shall be composed of at least three (3) and not more than fourteen (14) persons and shall be elected by a simple majority of the shares present or represented and voting at an ordinary general meeting. Any one or more of the Directors may be removed with or without cause by the votes of the holders of more than fifty percent (50%) of the ordinary shares present or represented at a meeting.
 - (3) At every Annual General Meeting, all of the Directors shall retire and be eligible for re-election.



- (4) Subject to the provisions of these Articles, at the meeting at which a Director retires, the Company can pass a resolution in ordinary general meeting to re-elect the Director or to elect some other eligible person in his place.
- (5) No person other than a Director retiring at the meeting (whether by rotation or otherwise) shall be appointed or reappointed a Director at any general meeting unless:
 - (a) he is recommended by the Board; or
- (b) not less than twelve nor more than thirty-five clear days before the day appointed for the meeting, a notice executed by a shareholder qualified to vote at the meeting (not being the person to be proposed) has been given to the Secretary of the intention to propose that person for appointment or reappointment together with notice executed by that person of his willingness to be appointed or reappointed.
- (6) No person shall be disqualified from being appointed a Director, and no Director shall be required to vacate that office, by reason only of the fact that he has attained the age of seventy years or any other age nor shall it be necessary by reason of his age to give special notice or comply with any other special formality in connection with his appointment or election. Where the Board convenes any general meeting of the Company at which (to the knowledge of the Board) a Director will be proposed for appointment or reappointment who at the date for which the meeting is convened will have attained the age of seventy years or more, the Board shall give notice of his age in years in the notice convening the meeting or in any document accompanying the notice, but the accidental omission to do so shall not invalidate any proceedings, or any appointment or reappointment of that Director, at that meeting.
- (7) No Director shall take any decision, pass any resolution or otherwise exercise any form of management or control in relation to the Company or its business whilst physically present in the United Kingdom, except that each Director may carry out matters in the manner provided for in these Articles which he or she considers to be purely preparatory or administrative in nature whilst physically present in the United Kingdom and may in accordance with Article 18 delegate such purely preparatory or administrative matters to persons who may carry out such matters in the United Kingdom.

Art. 17. Removal of Directors

- (1) Without prejudice to any of the provisions for disqualification of Directors or for retirement by rotation contained in these Articles, the office of a Director shall be vacated if, subject to the approval of shareholders in ordinary general meeting, by notice in writing delivered to the registered office or tendered at a meeting of the Board, his resignation is requested by all of the other Directors and all of the other Directors are not less than three in number. In this Article reference to any notice being in writing includes the results of the use of electronic communications, subject to such terms and conditions as the Board may decide.
- (2) Without prejudice to the provisions for retirement by rotation or otherwise contained in these Articles, the office of a Director shall be vacated if:
 - (a) he resigns his office by notice in writing, received at the registered office or tendered at a meeting of the Board; or
- (b) subject to the approval of shareholders in ordinary general meeting, he is or has been suffering from mental ill health or becomes a patient for any purpose of any statute relating to mental health and the Board resolves that his office is vacated; or
- (c) subject to the approval of shareholders in ordinary general meeting, he is absent without the permission of the Board from meetings of the Board (whether or not a proxy appointed by him attends) for twelve consecutive months and the Board resolves that his office is vacated; or
- (d) subject to the approval of shareholders in ordinary general meeting, he becomes bankrupt or compounds with his creditors generally; or
- (e) subject to the approval of shareholders in ordinary general meeting, he is prohibited by law from being a Director; or
 - (f) he is removed from office pursuant to these Articles.
- (3) If the office of a Director is vacated for any reason, he shall cease to be a member of any committee or sub-committee of the Board.
- (4) In the event of a vacancy in the office of a Director because of death, retirement, resignation or dismissal, the remaining members of the Board can fill such vacancy in accordance with the law and appoint a member to act until the next ordinary general meeting of shareholders, which shall confirm each appointment.
- (5) The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two. Subject to the provisions of these Articles, any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.
- (6) The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in their number but, if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles or is below the number fixed by or in accordance with these Articles as the quorum or there is only one continuing Director, the continuing Directors or Director may act for the purpose of filling vacancies or of summoning general meetings of the Company but not for any other purpose.

Art. 18. Chairman and Committees of the Board

- (1) The Board will elect, from its members, a Chairman who shall preside over all meetings of the Board and of share-holders including class meetings. In his absence, the Chairman shall appoint a designee for such purposes.
- (2) The Board may also, in conformity with the provisions of article sixty of the law, delegate the daily management of the business of the Company, as well as the power to represent the Company in its daily business, to executive committees, individual Directors, the Chairman, managing directors or other agents, who need not be shareholders but this will require the prior authorisation of the ordinary general meeting of shareholders in the case of delegation to Direc-



tors. The Board will fix the conditions of appointment and dismissal as well as the remuneration and powers of any person or persons so appointed.

- (3) Any Director who performs services which in the opinion of the Board or any committee authorised by the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee authorised by the Board may in its discretion decide in addition to any remuneration provided for by or pursuant to any other Article.
- (4) Each Director may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings of the Company or any other meeting which as a Director he is entitled to attend and shall be paid all other costs and expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a Director.
- (5) The Board or any committee authorised by the Board or these Articles may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any Director or former Director or the relations, or dependants of, or persons connected to, any Director or former Director provided that no benefits (except such as may be provided for by any other Article) may be granted to or in respect of a Director or former Director who has not been employed by, or held an executive office or place of profit under, the Company or any body corporate which is or has been its subsidiary undertaking or any predecessor in business of the Company or any such body corporate without the approval of a resolution of the Company in ordinary general meeting. No Director or former Director shall be accountable to the Company or the members for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.
- (6) The Board may delegate the power to deal with specific tasks to executive committees, individual Directors, the Chairman, managing directors or other agents who need not be shareholders. Save a set out in Article 18(2) above, such delegation will not require the prior authorisation of the ordinary general meeting of shareholders. The Board may, if it so chooses, elect a Secretary of the Company, and, as it shall see fit, an appropriate number of assistant-secretaries. Neither the Secretary nor the assistant-secretaries need be members of the Board.
- (7) All acts done by the Board or by any committee or by any person acting as a Director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or committee or person so acting or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if each such member or person had been properly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote, provided in all cases that any such acts which were carried out or effected in the United Kingdom do not comprise decisions taken, resolutions passed or the exercise of any other form of management or control.
- (8) The Board may appoint a sub-committee to run the executive day-to-day management and control of the Company which shall consist of the Chairman and the Chief Executive Officer and any other Director, as appropriate.
- (9) Meetings of any committee of the Board shall be held in Luxembourg and only ever elsewhere by exception, but shall on no account be held in the United Kingdom. Any decision made or resolution passed at a meeting of any committee held in the United Kingdom shall be invalid and shall have no effect.

Art. 19. Audit Committee

- (1) Under the power outlined above, the Board shall form an Audit Committee. The general principles of the Committee shall be as follows, but the Committee shall be conducted on such terms of reference as the Board may from time to time decide.
- (2) The Committee shall, amongst other things, keep under review the integrity of the financial statements of the Company and any formal announcements relating to the Company's financial performance, keep under review the effectiveness of the Company's internal control policies and procedures for the identification, assessment and reporting of risks, approve the appointment of the head of the internal audit function, consider and approve the terms of reference of the internal audit function and monitor the audit programme, consider the appointment of the Company's external auditors and keep under review the relationship with them.
- (3) No decisions of the Committee must be taken by any person while they are physically present in the United Kingdom.

Art. 20. Compensation Committee

- (1) Under the power outlined above, the Board shall form a Compensation Committee. The general principles of the Committee shall be as follows, but the Committee shall be conducted on such terms of reference as the Board may from time to time decide.
- (2) The Committee shall, amongst other things, agree with the Board the framework or broad policy for the remuneration of the Company's executive Directors, Secretary and other senior executives, review the ongoing appropriateness and relevance of the compensation policy, determine the total individual compensation package of each executive Director, ensure that contractual terms on termination of office or termination of service are fair to the individual and the Company. Unless it is a matter reserved for approval by the Board, the Committee shall make any decision or exercise any discretion on behalf of the Board where under the rules of any employee benefit scheme the decision or discretion of the Board is required and review the employee benefit schemes at the request of the Chairman.
- (3) The Committee having considered a matter under its authority may delegate the final decision on that matter, but no decisions of the Committee must be taken by any person while they are physically present in the United Kingdom.



Art. 21. Nomination Committee

- (1) Under the power outlined above, the Board shall form a Nomination Committee. The general principles of the Committee shall be as follows, but the Committee shall be conducted on such terms of reference as the Board may from time to time decide.
- (2) The Committee shall, amongst other things, before any appointment is made to the Board or to a specific position or role on the Board, evaluate the balance of skills, knowledge and experience on the Board, determine whether to use open advertising or the services of external advisers to facilitate the search for external candidates, identify and consider suitable candidates on merit and against objective criteria, and recommend to the Board the appointment of a preferred candidate. The Committee shall at the request of the Board, review the structure, size and composition required of the Board compared to its current composition and the plans for succession for the key roles.
- (3) The Committee shall review annually the time required from non-executive Directors and assess whether the non-executive Directors are devoting enough time to fulfil their duties. The Committee shall ensure that on appointment to the Board, non-executive Directors receive a formal letter of appointment
- (4) The Committee shall recommend to the Board the continuation in office or otherwise of non-executive Directors at the conclusion of their specified term of office, and shall recommend to the Board the chairmanship and membership of the Audit and Compensation Committees, in consultation with the chairmen of those committees.
- (5) The Committee having considered a matter under its authority may delegate the final decision on that matter, but no decisions of the Committee must be taken by any person while they are physically present in the United Kingdom.

Art. 22. Board meetings

- (1) The Board shall meet upon request by the Chairman or any two Directors. Notice of any meeting must be given by letter, cable, telegram, telex or telefax to each Director seven days before the meeting, except in the case of an emergency, in which event a one-day notice shall be sufficient.
- (2) Meetings of the Board shall be held in Luxembourg, only by exception elsewhere, and under no circumstances shall be held in the United Kingdom. Any decision made or any resolution passed at any meeting held within the United Kingdom shall be invalid and shall have no effect.
- (3) Any Director may act at any meeting of the Board by appointing another Director to be his proxy, and may at his discretion, remove his proxy so appointed. Any appointment or removal of a proxy director shall be effected by notice in writing signed by the appointor and delivered to the office or tendered at a meeting of the Board, or in any other manner approved by the Board. A proxy director shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director.
- (4) Every Director acting as a proxy director shall (except as regards power to appoint a proxy and remuneration) be subject in all respects to the provisions of these articles relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him. A proxy director may be paid expenses and shall be entitled to be indemnified by the Company but shall not be entitled to receive from the Company any fee in his capacity as a proxy director.
- (5) Every person acting as a proxy director shall have one vote for each Director for whom he acts as proxy, in addition to his own vote. Execution by a proxy director of any resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as execution by his appointor.
- (6) A proxy director shall automatically cease to be a proxy director if his appointor ceases for any reason to be a Director except that, if at any meeting any Director retires by rotation or otherwise but is reappointed or deemed to be reappointed at the same meeting, any appointment made by him pursuant to this article which was in force immediately before his retirement shall remain in force as though he had not retired.
- (7) In this article references to in writing include the use of electronic communications subject to such terms and conditions as the Board may decide.
- (8) Decisions of the Board shall be taken by a majority of the votes cast by the Directors present or represented at the meeting.
- (9) All or any of the members of the Board or any committee of the Board may participate in a meeting of the Board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to speak to and hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting then is. Any member of the Board or of a committee of the Board participating in a meeting of the Board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to speak and to hear each other must not be physically present in the United Kingdom whilst participating in the meeting.
- (10) Resolutions signed by all members of the Board will be as valid and effective as if passed at a meeting duly convened and held. Such signatures may appear on a single document or multiple copies or an identical resolution and may be evidenced by letters, cables, telexes or faxes. Resolutions of the Board must not be signed whilst the signatory is physically present in the United Kingdom, and any resolution of the Board signed by a Director whilst he is physically present in the United Kingdom shall be invalid and have no effect.
 - (11) The minutes of any meeting of the Board shall be signed by the Chairman and the Secretary of the meetings.
- (12) Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise shall be signed by the Chairman or two Directors or the Secretary or any assistant Secretary.



Art. 23. Powers of the Board

- (1) The Board is vested with the broadest power to manage the business of the Company and to authorize and/or perform all acts of disposal and administration falling within the purposes of the Company. No powers exercisable by the Board shall be exercised by any member or members of the Board whilst they are physically present in the United Kingdom.
- (2) All powers not expressly reserved by the law or by these Articles to the general meeting shall be within the competence of the Board.
- (3) Except as otherwise provided herein or by law, the Board of the Company is hereby authorised to take such action (by resolution or otherwise) and to adopt such provisions as shall be necessary or convenient to implement further the terms of these Articles or as shall be necessary or convenient for the purpose of maintaining the status of the Company as a publicly traded company.
- (4) The signature by the Chairman or the signature of any one Director duly authorised by the Board shall in all cases bind the Company against third parties whether or not powers have been specifically delegated for that purpose. This provision is without prejudice to the provisions for the delegation of powers and the conferring of mandates by the Board provided in these Articles.

Art. 24. Directors' interests

- (1) Subject to the provisions of this Article and of the laws of Luxembourg, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall any contract in which any Director is in any way interested be liable to be avoided, nor shall any Director who is so interested be liable to account to the Company or the members for any remuneration, profit or other benefit realised by the contract by reason of the Director holding that office or of the fiduciary relationship thereby established.
- (2) A Director may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of Director for such period and upon such other terms as the Board may decide, and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee authorised by the Board may decide, and either in addition to or in lieu of any remuneration provided for by or pursuant to any other Article.
- (3) A Director may be or become a Director or other officer of, or otherwise interested in, or contract with any company promoted by the Company or in which the Company may be interested or as regards which it has any power of appointment, and shall not be liable to account to the Company or the shareholders for any remuneration, profit or other benefit received by him as a Director or officer of or from his interest in or contract with the other company nor shall any such contract be liable to be avoided. Subject to these Articles, the Board may also cause any voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise of the voting power or power of appointment in favour of the appointment of the Directors or any of them as Directors or officers of the other company, or in favour of the payment of remuneration to the Directors or officers of the other company. Subject to these Articles, a Director may also vote on and be counted in the quorum in relation to any of such matters.
- (4) A Director may act by himself or through his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.
- (5) A Director shall not vote on or be counted in the quorum in relation to any resolution of the Board concerning his own appointment, or the settlement or variation of the terms or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment, or the settlement or variation of the terms or the termination of the appointment, of two or more Directors to offices or places of profit with the Company or any other company in which the Company is interested, a separate resolution may be put in relation to each Director and in that case each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution unless it concerns his own appointment or the settlement or variation of the terms or the termination of his own appointment or the appointment of another Director to an office or place of profit with a company in which the Company is interested and the Director seeking to vote or be counted in the quorum owns one per cent or more of it.
- (6) Save as otherwise provided by these Articles and the provisions of Luxembourg law, a Director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board in respect of any contract in which he has an interest which (taken together with any interest of any person connected with him) is to his knowledge a material interest and, if he shall do so, his vote shall not be counted, but this prohibition shall not apply to any resolution where that material interest arises only from one or more of the following matters:
- (a) the giving to him of any guarantee, indemnity or security in respect of money lent or obligations undertaken by him or by any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;
- (b) the giving to a third party of any guarantee, indemnity or security in respect of a debt or obligation of the company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
- (c) the giving to him of any other indemnity where all other Directors are being offered indemnities on substantially the same terms;
- (d) the funding by the Company of his expenditure on defending proceedings or the doing by the Company of anything to enable him to avoid incurring such expenditure where all other Directors are being offered substantially the same arrangements;



- (e) where the Company or any of its subsidiary undertakings is offering securities in which offer the Director is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the director is to participate;
- (f) any contract in which he is interested by virtue of his interest in shares or debentures or other securities of the Company or by reason of any other interest in or through the Company;
- (g) any contract concerning any other company (not being a company in which the director owns one per cent. or more) in which he is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever:
- (h) any contract concerning the adoption, modification or operation of a pension fund, superannuation or similar scheme or retirement, death or disability benefits scheme or employees' share scheme which relates both to Directors and employees of the Company or of any of its subsidiary undertakings and does not provide in respect of any Director as such any privilege or advantage not accorded to the employees to which the fund or scheme relates;
- (i) any contract for the benefit of employees of the Company or of any of its subsidiary undertakings under which he benefits in a similar manner to the employees and which does not accord to any Director as such any privilege or advantage not accorded to the employees to whom the contract relates; and
- (j) any contract for the purchase or maintenance of insurance against any liability for, or for the benefit of, any Director or Directors or for, or for the benefit of, persons who include Directors.
- (7) A company shall be deemed to be one in which a Director owns one per cent or more if and so long as (but only if and so long as) he, taken together with any person connected with him, is to his knowledge (either directly or indirectly) the holder of or beneficially interested in one per cent. or more of any class of the equity share capital of that company (calculated exclusive of any shares of that class in that company held as treasury shares) or of the voting rights available to members of that company. In relation to a proxy director, an interest of his appointor shall be treated as an interest of the proxy director without prejudice to any interest which the proxy director has otherwise.
- (8) Where a company in which a Director owns one percent or more is materially interested in a contract, he also shall be deemed materially interested in that contract.
- (9) If any question shall arise at any meeting of the Board as to the materiality of the interest of a Director (other than the Chairman of the meeting) or as to the entitlement of any Director (other than the Chairman of the meeting) to vote or be counted in the quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question shall be referred to the Chairman of the meeting and his ruling in relation to the Director concerned shall be conclusive except in a case where the nature or extent of his interest (so far as it is known to him) has not been fairly disclosed to the Board. If any question shall arise in respect of the Chairman of the meeting, the question shall be decided by a resolution of the Board (for which purpose the Chairman of the meeting shall be counted in the quorum but shall not vote on the matter) and the resolution shall be conclusive except in a case where the nature or extent of the interest of the Chairman of the meeting (so far as it is known to him) has not been fairly disclosed to the Board.
- (10) A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract is first taken into consideration, if he knows his interest then exists, or in any other case at the first meeting of the Board after he knows that he is or has become so interested. For the purposes of this Article, a general notice to the Board by a Director to the effect that (a) he is a member of a specified company or firm and is to be regarded as interested in any contract which may after the date of the notice be made with that company or firm or (b) he is to be regarded as interested in any contract which may after the date of the notice be made with a specified person who is connected with him, shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract; provided that no such notice shall be effective unless either it is given at a meeting of the Board or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given.
- (11) References in this Article to a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract.
- (12) The Company may by resolution in extraordinary general meeting in the manner required for amendment of these Articles suspend or relax the provisions of this Article to any extent or ratify any contract not properly authorised by reason of a contravention of this Article.

Art. 25. Directors' and Officers' Indemnities

- (1) Subject to the exception and limitations listed below:
- (a) Every person who is, or has been, a Director or officer of the Company shall be indemnified by the Company to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any claim, action, suit or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been such Director or officer and against amounts paid or incurred by him in the settlement thereof. To that end, the Company may purchase and maintain for any Director or other officer or auditor, insurance against any such liability.
- (b) The words «claim», «action», «suit» or «proceeding» shall apply to all claims, actions, suits or proceedings (civil, criminal or otherwise, including appeals) actual or threatened and the words «liability» and «expenses» shall include without limitation attorneys' fees, costs, judgments, amounts paid in settlement and other liabilities.
 - (2) No indemnification shall be provided to any Director or officer:
- (a) Against any liability to the Company or its shareholders by reason of wilful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office;
- (b) With respect to any matter as to which he shall have been finally adjudicated to have acted in bad faith and not in the interest of the Company;



- (c) In the event of a settlement, unless the settlement has been approved by a court of competent jurisdiction or by the Board; or
- (d) In defending any proceedings (whether civil or criminal) in which judgement is given against that Director or officer or in which he is convicted of an offence.
- (3) The right of indemnification herein provided shall be severable, shall not affect any other rights to which any Director or officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Nothing contained herein shall affect any rights to indemnification to which corporate personnel, including Directors and officers, may be entitled by contract or otherwise under law.
- (4) Expenses in connection with the preparation and representation of a defense of any claim, action, suit or proceeding of the character described in this Article twenty-five may be advanced by the Company prior to the final disposition thereof upon receipt of any undertaking by or on behalf of the officer or Director, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article twenty-five.

Art. 26. Auditors

- (1) The audit of the Company's affairs will be made by auditors, who need not be shareholders and who shall be elected by the ordinary general meeting of shareholders for a period of one year or until his successor is elected.
 - (2) Any auditors so elected may be removed at any ordinary general meeting.
 - (3) The auditors shall be eligible for reelection.

Art. 27. Fees

Each of the Directors and the auditors shall be paid a fee at such rate as may from time to time be determined by the Board provided that the aggregate of all fees so paid to Directors (excluding amounts payable under any other provision of these Articles) shall not exceed four hundred thousand Pounds Sterling (GBP 400,000.-) per annum or such higher amount as may from time to time be decided by resolution of the Company in ordinary general meeting.

Chapter 4. General meetings

Art. 28. Ordinary General Meetings and Extraordinary General Meetings

- (1) The general meeting properly constituted represents the whole body of shareholders and its decisions are binding on shareholders who are absent, opposed or abstaining from voting.
 - (2) The general meeting has the broadest powers to do or ratify all acts which concern the Company.
- (3) In addition to all extraordinary general meetings which may be called as often as the interests of the Company may require, and which may be held in Luxembourg or elsewhere for the convenience of shareholders, an ordinary general meeting, called the Annual General Meeting, must be held every year in the municipality in which the registered office is located, either at the registered office or where indicated in the notice of meeting at eleven (11) a.m. on the last Thursday in April and for the first time when approving the first annual accounts.
- (4) The Annual General Meeting will hear the statement of the Board and the auditors, vote on the adoption of the report and accounts and on the distribution of the profits, proceed to make all nominations required by the Articles, act on the discharge of the Directors and the auditors and take such further action on other matters that may properly come before it.
- (5) The provisions of these Articles relating to general meetings shall apply, with any necessary modifications, to any separate general meeting of the holders of shares of a class convened otherwise than in connection with the variation or abrogation of the rights attached to the shares of that class. For this purpose, a general meeting at which no holder of a share other than an ordinary share may, in his capacity as a shareholder, attend or vote shall also constitute a separate general meeting of the holders of the ordinary shares.
 - (6) The Board shall be responsible for calling both ordinary general meetings and extraordinary general meetings.
- (7) The Board shall be obligated to call a general meeting, to be held within thirty (30) days after receipt of such request, whenever a group of shareholders representing at least one-fifth of the issued and outstanding shares entitled to vote thereat requests such a meeting in writing indicating the agenda thereof. General meetings may also be called by the Chairman or by any two Directors.
- (8) The holders of depository receipts under a depository receipt programme sponsored by the Company have the right to be present at any general meeting. They will be entitled to speak, but not vote or exercise other shareholder rights in person at any such general meeting.

Art. 29. Notice of meeting

- (1) Notices for general meetings shall be given by mail first class, postage prepaid to all holders of ordinary shares sent to the address recorded in the Register, or by electronic communications to an address provided by the shareholder or publication on a website in respect of any shareholder if that shareholder has consented to notice being given in that manner and posted not later than fourteen clear days before an ordinary general meeting and twenty-one clear days before an extraordinary general meeting.
- (2) Where a person is entitled by transmission to a share, any notice or other document shall be served upon or delivered to him by post to the registered address or by the use of electronic communications to an address provided by the shareholder, as if he were the holder of that share and his address noted in the register were his registered address or his address for electronic communications. Otherwise, any notice or other document served on or delivered to any shareholder pursuant to these Articles shall, notwithstanding that the shareholder is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly served or delivered in respect of any share registered in the name of that shareholder as sole or joint holder.



- (3) If a notice or document is sent by the Company by post, it is treated as being received twenty-four hours after it was posted. In proving that a notice or a document was received, it is sufficient to show that the envelope was properly addressed and put into the postal system with postage paid.
- (4) If a notice or document is left by the Company at a shareholder's registered address or at a postal address notified to the Company in accordance with these Articles by a person who is entitled by transmission to a share, it is treated as being received on the day it was left.
- (5) If a notice or document is sent by the Company using electronic communications it is treated as being received on the day after it was sent. Proof that a notice or document contained in an electronic communication was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
- (6) If a notice or document is sent by the Company by any other means authorised by a shareholder, it is treated as being received when the Company has done what it is authorised to do by that shareholder.
- (7) If at any time by reason of the suspension or curtailment of postal services within the United Kingdom or Luxembourg or of the relevant electronic communication system the Company is unable effectively to convene a general meeting by notice sent through the post or by electronic communications, notice of the general meeting may be given to shareholders affected by the suspension or curtailment by a notice advertised twice in at least one newspaper with a national circulation in Luxembourg and in the official gazette of Luxembourg at a minimum interval of eight days and eight days before the general meeting and in that event the notice shall be deemed to have been served on all shareholders or all affected shareholders, as the case may be, and persons entitled by transmission, who are entitled to have notice of the meeting served upon them, on the day when the second advertisement has appeared in at least one such paper and in the official gazette of Luxembourg. If at least six clear days prior to the meeting the sending of notices by post or electronic communications has again become generally possible, the Company shall send confirmatory copies of the notice by post or by electronic communications to the persons entitled to receive them.
- (8) If the entire issued share capital is represented, the proceedings of the general meeting will be deemed valid even if no notice has been issued beforehand.
- (9) If the Board, in its absolute discretion, considers that it is impractical or unreasonable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting on the date or at the time or place specified in the notice calling the general meeting, it may postpone the general meeting in accordance with the law. When a meeting is so postponed, notice must be given in the same manner as for the original meeting.

Art. 30. Proxies

- (1) The appointment of a proxy shall be in writing signed by the appointor or his duly authorised attorney or, if the appointor is a corporation, shall either be executed under its seal or signed by an officer, attorney or other person authorised to sign it. In this Article references to in writing include the use of electronic communications subject to such terms and conditions as the Board may decide.
 - (2) The appointment of a proxy must:
- (a) in the case of an appointment which is not contained in an electronic communication, be received at the registered office (or such other place in the United Kingdom or Luxembourg as may be specified in or by way of note to the notice convening the meeting or in or by way of note to any notice of any adjournment or, in either case, in any accompanying document) not less than 48 hours (or such shorter time as the Board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote together with (if required by the Board) any authority under which it is made or a copy of the authority, certified notarially or in some other manner approved by the Board; or
- (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications in or by way of note to the notice convening the meeting or in or by way of note to any notice of any adjournment or, in either case, in any accompanying document or in any electronic communication issued by or on behalf of the Company, be received at such address not less than forty-eight (48) hours (or such shorter time as the Board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote. Any authority pursuant to which an appointment contained in an electronic communication is made or a copy of the authority, certified notarially or in some other manner approved by the Board, must, if required by the Board, be received at the registered office (or such other place as may be specified in the notice convening the meeting or in any notice of any adjournment or, in either case, in any accompanying document) not less than forty-eight (48) hours (or such shorter time as the Board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

and an appointment of a proxy which is not or in respect of which the authority or copy thereof is not, received in a manner so permitted shall be invalid. When two or more valid but differing appointments of a proxy are received in respect of the same share for use at the same meeting, the one which is last received (regardless of its date or of the date of its signature) shall be treated as replacing and revoking the others as regards that share; if the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting concerned. The proceedings at a general meeting shall not be invalidated where an appointment of a proxy in respect of that meeting is delivered in a manner permitted by these Articles by electronic communication, but because of a technical problem it cannot be read by the recipient.

(3) No appointment of a proxy shall be valid after twelve (12) months have elapsed from the date of its receipt save that, unless the contrary is stated in it, an appointment of a proxy shall be valid for use at an adjourned meeting after a meeting or an adjourned meeting even after twelve (12) months, if it was valid for the original meeting.



- (4) The appointment of a proxy shall be in any usual form or in such other form as the Board may approve. The appointment of a proxy shall be deemed to confer authority to vote on any amendment of a resolution put to, or any other business which may properly come before, the meeting for which it is given as the proxy thinks fit. The appointment of a proxy shall, unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates.
- (5) A vote given by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting, unless notice in writing of the determination was received by the Company at the registered office (or such other place or address as was specified by the Company for the receipt of appointments of proxy in the notice convening the meeting or in any notice of any adjournment or, in either case, in any accompanying document) not later than the last time at which an appointment of a proxy should have been received in order to be valid for use at the meeting at which the vote was given. In this Article references to in writing include the use of electronic communications subject to such terms and conditions as the Board may decide.
- (6) During meetings, each member of the meeting shall have as many votes as the number of ordinary shares that he represents, both in his name and as proxy.
- (7) Subject to any special terms as to voting upon which any shares may be issued or may at the relevant time be held and to any other provisions of these Articles, every member who is present in person or by proxy shall, subject to any special terms as to voting upon which any shares may be issued or may at the relevant time be held and to any other provisions of these Articles, have one vote for every share of which he is the holder.

Art. 31. Voting at shareholder meetings

- (1) Each ordinary share shall be entitled to one vote at all meetings of shareholders, except as may be otherwise provided in these Articles or by applicable law.
- (2) The general meeting of shareholders shall only discuss such business as indicated in the agenda and only vote on such resolutions as shall be set forth or summarized in the agenda.
- (3) Votes may be given either personally or by proxy. A shareholder may appoint more than one proxy to attend on the same occasion and if he does he shall specify the number of shares in respect of which each proxy is entitled to exercise the related votes and shall ensure that no proxy is appointed to exercise the votes which any other proxy has been appointed by that member to exercise. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- (4) No shareholder shall, unless the Board otherwise decides, be entitled in respect of any share held by him to attend or vote (either personally or by proxy) at any general meeting of the Company or at any separate general meeting of the holders of any class of shares in the Company or to exercise any other right conferred by membership in relation to general meetings unless all calls or other sums presently payable by him in respect of that share have been paid.
 - (5) If
 - (a) any objection shall be raised to the qualification of any voter; or
 - (b) any votes have been counted which ought not to have been counted or which might have been rejected; or
 - (c) any votes are not counted which ought to have been counted;
- the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless it is raised or pointed out at the meeting or, as the case may be, the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that the same may have affected the decision of the meeting. The decision of the Chairman on such matters shall be conclusive.
- (6) The meeting of shareholders shall be presided over by the Chairman of the Board or, in his absence, by a Director or other person appointed by the Board, who shall appoint a Secretary.
- (7) The participants in the meeting may, if they deem fit, choose from their own number, two scrutineers. The other members of the Board present will complete the bureau of the meeting. A record will be taken of those holders of shares present and represented, which will be certified as correct by the bureau.
- (8) In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the register in respect of the joint holding.
- (9) A shareholder in respect of whom an order has been made by any competent court or official on the ground that he is or may be suffering from mental disorder or is otherwise incapable of managing his affairs may vote, by any person authorised in such circumstances to do so on his behalf and that person may vote, provided that evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote has been received at the registered office (or at such other place as may be specified in accordance with these Articles for the receipt of appointments of a proxy in writing which are not electronic communications) not later than the last time at which an instrument of proxy should have been received in order to be valid for use at that meeting.

Art. 32. Record Date

The Board may close the Registers of Shareholders of the Company for a period not exceeding sixty days preceding the date of any meeting of shareholders or the date for payment of any dividend or the date for the allotment of rights or the date when any change or conversion or exchange of shares shall go into effect, or for a period of not exceeding sixty days in connection with obtaining the consent of shareholders for any purpose. In lieu of closing the Registers of Shareholders as aforesaid, the Board may fix in advance a date, not exceeding sixty days preceding the date of any meeting of shareholders or the date for the payment of any dividend or the date for the allotment of rights or the date when any change or conversion or exchange of shares shall go into effect, or may fix a date in connection with obtaining any consent of shareholders, as a record date for the determination of the shareholders entitled to notice and to vote at any such meeting and any adjournment thereof, or to receive payment of any such dividend, or to receive any such al-



lotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of shares or to give such consent. Only such shareholders as shall be shareholders of record at the close of business on the date of such closing of the Registers of Shareholders or on such record date shall be entitled to notice of and to vote at such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any shares on the register of the Company after any such closing or record date.

Art. 33. Amendment of Articles

The Articles may be amended from time to time by a resolution of the shareholders subject to the quorum and voting requirements provided by the law of Luxembourg and as may otherwise be provided herein.

Art. 34. Arrangements at meetings

- (1) The Board may direct that persons wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the Board shall consider appropriate in the circumstances and shall be entitled in its absolute discretion to, or to authorise some one or more persons who shall include a Director or the Secretary or the Chairman of the meeting to, refuse entry to, or to eject from, such general meeting any person who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.
- (2) The Chairman (if any) of the Board or, in his absence, the deputy chairman (if any) shall preside as Chairman at every general meeting. If more than one deputy chairman is present they shall agree amongst themselves who is to take the chair or, if they cannot agree, the deputy chairman who has been in office as a Director longest shall take the chair. If there is no Chairman or deputy chairman, or if at any meeting neither the Chairman nor any deputy chairman is present within five minutes after the time appointed for the commencement of the meeting, or if neither the Chairman nor any deputy chairman is willing to act as Chairman, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as Chairman of the meeting if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, the persons present and entitled to vote shall appoint one of their number to be Chairman of the meeting. Nothing in these Articles shall restrict or exclude any of the powers or rights of a Chairman of a meeting which are given by law.
- (3) The Chairman of the meeting shall take such action or give directions for such action to be taken as he thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting. The Chairman's decision on points of order, matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his determination as to whether any point or matter is of such a nature.
- (4) Each Director shall be entitled to attend and speak at any general meeting of the Company. The Chairman of the meeting may, with the consent of the meeting, invite any person to attend and speak at any general meeting of the Company where he considers that this will assist in the deliberations of the meeting.
- (5) The Chairman of the meeting may at any time with the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either sine die or to another time or place where it appears to him that (a) the members entitled to vote and wishing to attend cannot be conveniently accommodated in the place appointed for the meeting (b) the conduct of persons present prevents or is likely to prevent the orderly continuation of business or (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted. In addition, the Chairman of the meeting may at any time with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting either sine die or to another time or place. When a meeting is adjourned sine die the time and place for the adjourned meeting shall be fixed by the Board. No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting had the adjournment not taken place. Any meeting may be adjourned more than once.
 - (6) When a meeting is adjourned, notice of the adjourned meeting shall be given as in the case of an original meeting.
 - (7) The proceedings of general meetings will be recorded in minutes which need not be authenticated by a notary.
- (8) If the minutes of a general meeting are not authenticate they must be inscribed in a special register and shall be signed by the bureau and the shareholders or the shareholders representatives who express the desire so to do.
- (9) Duplicates, copies or extracts from minutes inscribed on the register for the use of third parties or in court must be certified as true and accurate by the Chairman of the Board or by two Directors.

Chapter 5. Trading year, Annual report, Distribution of profits and reserves

Art. 35. Trading year

The financial year of the Company starting on incorporation shall end on 31 December 2006. Thereafter each financial year shall begin on 1st January of each year and end on 31st December of the same year.

Art. 36. Annual Report

- (1) Each year, as of the end of the financial year, the Board will draw up the Balance Sheet which will contain a record of the property of the Company together with its debts and liabilities and be accompanied by an annex containing a summary of all the commitments and debts of the Directors or the auditors to the Company.
- (2) At the same time the accounts will be closed and the Board will prepare a Profit and Loss Statement for the last trading year.
- (3) The Board Report shall be annexed to such Balance Sheet and Profit and Loss Statement and these reports and documents shall contain the details required by the law applicable to the Company. A copy of all such documents shall be forwarded, at least twenty (20) days before the date fixed for the general meeting to which they are to be submitted, to all shareholders.
- (4) The Company may send summary financial statements to shareholders of the Company instead of copies of its full accounts and reports, except that every shareholder shall have the right to demand a copy of the full accounts and



reports if he so wishes. In this Article reference to sending includes use of electronic communications and publication on a website in accordance with any relevant laws.

Art. 37. Distribution of profits

- (1) At least five percent of the net profit will be deducted in order to build up the legal reserve, this deduction shall cease to be obligatory when the legal reserve is equal to one-tenth of the capital. Any paid-in surplus may be allocated to the legal reserve or may be applied towards the payment of dividends on ordinary shares or to offset capital losses (whether realized or unrealized) or to capitalize the par value of any free ordinary shares.
 - (2) The remaining balance of the net profit shall be at the disposal of the general meeting.
 - (3) Dividends which may be allocated shall be paid at the places and on the dates decided by the Board.
- (4) The general meeting may authorize the Board to pay dividends in any other currency from that in which the Balance Sheet is drawn up and to make a final decision on the exchange rate of the dividend into the currency in which payment will actually be made.
- (5) Interim dividends may be declared and paid by the Board subject to their complying with the conditions laid down by law.
- (6) No dividend or other moneys payable by the Company on or in respect of any share shall bear interest against the Company.
- (7) Any dividend or other sum payable by the Company in respect of a share may be paid by cheque, warrant or similar financial instrument sent by post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the register in respect of the shares at his address as appearing in the register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every cheque, warrant or similar financial instrument shall, unless the holder or joint holders otherwise direct, be made payable to the holder or, in the case of joint holders, to the holder whose name stands first on the register in respect of the shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company. In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or such other means including, in respect of uncertificated shares, by means of the facilities and requirements of a relevant system and to or through such person as the holder or joint holders may in writing direct and the Company may agree to, and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or where it has acted on any such directions. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by them. Where a person is entitled by transmission to a share, any dividend or other sum payable by the Company in respect of the share may be paid as if he were a holder of the share and his address noted in the register were his registered address. In this Article references to directions being in writing include the results of the use of electronic communications, subject to such terms and conditions as the Board may decide.
- (8) The Company may cease to send any cheque, warrant or similar financial instrument through the post or employ any other means of payment, including payment by means of a relevant system, for any dividend payable on any shares in the Company which is normally paid in that manner on those shares if in respect of at least two consecutive dividends payable on those shares the cheques, warrants or similar financial instruments have been returned undelivered or remain uncashed or that means of payment has failed. In addition, the Company may cease to send any cheque, warrant or similar financial instrument through the post or may cease to apply any other means of payment if, in respect of one dividend payable on those shares, the cheque, warrant or similar financial instrument has been returned undelivered or remains uncashed or that means of payment has failed and reasonable enquiries have failed to establish any new address of the registered holder. Subject to the provisions of these Articles, the Company may recommence sending cheques, warrants or similar financial instruments or employing such means in respect of dividends payable on those shares if the holder or person entitled by transmission requests such recommencement in writing.
- (9) Any dividend unclaimed after a period of twelve years from the date when it was declared or became due for payment shall be forfeited and shall revert to the Company and the payment by the Board of any unclaimed dividend or other sum payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect of it.
- (10) The share premium account may be distributed to the shareholders by resolution of the shareholders in an extraordinary general meeting in the manner required for amendment of the Articles.

Art. 38. Scrip dividends

- (1) Any ordinary general meeting declaring a dividend may, upon the recommendation of the Board, by resolution direct that it shall be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of the Company, and where any difficulty arises in regard to the distribution the Board may settle it as it thinks expedient, and in particular may issue fractional certificates or authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution purposes of any assets to be distributed and may determine that cash shall be paid to any shareholders upon the footing of the value so fixed in order to secure equality of distribution and may vest any assets to be distributed in trustees as may seem expedient to the Board.
- (2) The Board may, if authorised by a resolution in ordinary general meeting of the Company, offer any holders of ordinary shares the right to elect to receive ordinary shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the Board) of any dividend specified by the resolution. The following provisions shall apply:
- (a) A resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period, but such period may not end later than the fifth anniversary of the date of the meeting at which the resolution is passed;



- (b) The entitlement of each holder of ordinary shares to new ordinary shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such holder elects to forego. For this purpose «relevant value» shall be calculated by reference to the average of the market value (as defined by the Listing Rules) of the Company's ordinary shares on the day on which the ordinary shares are first quoted «ex» the relevant dividend and the four subsequent dealing days, or in such other manner as may be determined by or in accordance with the resolution. A certificate or report by the auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount and in giving such a certificate or report the auditors may rely on advice or information from brokers or other sources of information as they think fit.
- (c) No fraction of any ordinary share shall be allotted. The Board may make such provisions as they think fit for any fractional entitlements including provisions whereby, in whole or in part, the benefit thereof accrues to the Company and/or under which fractional entitlements are accrued and/or retained and in each case accumulated on behalf of any shareholder and such accruals or retentions are applied to the allotment by way of bonus to or cash subscription on behalf of such shareholder of fully paid ordinary shares and/or provisions whereby cash payments may be made to shareholders in respect of their fractional entitlements.
- (d) On or as soon as practicable after announcing that it is to declare or recommend any dividend, the Board, if it intends to offer an election in respect of that dividend, shall also announce that intention, and shall, after determining the basis of allotment, if it decides to proceed with the offer, notify the holders of ordinary shares in writing of the right of election offered to them, and specify the procedure to be followed which, for the avoidance of doubt, may include an election by means of a relevant system and the place at which, and the latest time by which elections must be lodged in order for elections to be effective.
- (e) The Board shall not proceed with any election unless the Company has sufficient unissued shares authorised for issue and sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment is determined.
- (f) The Board may exclude from any offer any holders of ordinary shares where the Board believes that such exclusion is necessary or expedient in relation to legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory, or the Board believes that for any other reason the offer should not be made to them.
- (g) The dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on ordinary shares in respect of which an election has been made (for the purposes of this Article the «elected ordinary shares») and instead additional ordinary shares shall be allotted to the holders of the elected ordinary shares on the basis of allotment calculated as stated. For such purpose the Board shall capitalise, out of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution as the Board may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted on that basis and apply it in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to the holders of the elected ordinary shares on that basis.
- (h) Unless the Board otherwise determines, or unless any relevant legislation and/or the rules of the relevant system concerned otherwise require, the new ordinary share or shares which a shareholder has elected to receive instead of cash in respect of the whole (or some part) of the specified dividend declared in respect of his elected ordinary shares shall be or shall be issued in uncertificated form (in respect of the shareholder's elected ordinary shares which were in uncertificated form on the date of the shareholder's election) and in certificated form (in respect of the shareholder's elected ordinary shares which were in certificated form on the date of the shareholder's election).
- (i) The additional ordinary shares when allotted shall rank pari passu in all respects with the fully-paid ordinary shares then in issue except that they will not be entitled to participation in the relevant dividend.
- (j) The Board may also from time to time establish or vary a procedure for election mandates, which, for the avoidance of doubt, may include an election by means of a relevant system, under which a holder of ordinary shares may elect in respect of future rights of election offered to that holder under this Article until the election mandate is revoked in accordance with the procedure.

Art. 39. No right of inspection

No shareholder in his capacity as such shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board or by resolution of the Company in ordinary general meeting.

Art. 40. Destruction of share certificates

If the Company destroys:

- (a) any share certificate which has been cancelled at any time after a period of one year has elapsed from the date of cancellation: or
- (b) any instruction concerning the payment of dividends or other moneys in respect of any share or any notification of change of name or address at any time after a period of two years has elapsed from the date the instruction or notification was recorded by the Company; or
- (c) any instrument of transfer of shares which has been registered at any time after a period of six years has elapsed from the date of registration; or
- (d) any other document on the basis of which any entry is made in the register at any time after a period of six years has elapsed from the date the entry was first made in the register in respect of it;

and the Company destroys the document in good faith and without express notice that its preservation was relevant to a claim, it shall be presumed irrebuttably in favour of the Company that every share certificate so destroyed was a valid certificate and was properly cancelled, that every instrument of transfer so destroyed was a valid and effective instrument of transfer and was properly registered and that every other document so destroyed was a valid and effective



document and that any particulars of it which are recorded in the books or records of the Company were correctly recorded. Nothing contained in this Article shall be construed as imposing upon the Company any liability by reason only of the destruction of any document of the kind mentioned above before the relevant period mentioned in this Article has elapsed or of the fact that any other condition precedent to its destruction mentioned above has not been fulfilled. References in this Article to the destruction of any document include references to its disposal in any manner.

Chapter 6. Capitalisation of reserves

Art. 41. Capitalisation of reserves

- (1) The Company may, upon the recommendation of the Board, at any time and from time to time pass a resolution at an extraordinary general meeting to the effect that it is desirable to capitalise all or any part of any amount for the time being standing to the credit of any reserve or fund (including the profit and loss account) whether or not the same is available for distribution and accordingly that the amount to be capitalised be set free for distribution among the shareholders or any class of shareholders who would be entitled to it if it were distributed by way of dividend and in the same proportions, on the footing that it is applied in or towards paying up in full unissued shares debentures or other obligations of the Company to be allotted and distributed credited as fully paid up among those shareholders, but so that, for the purposes of this Article, a share premium account and a capital redemption reserve, and any reserve or fund representing unrealised profits, may be applied only in paying up in full unissued shares of the Company. The Board may authorise any person to enter into an agreement with the Company on behalf of the persons entitled to participate in the distribution providing for the allotment to them respectively of any shares, debentures or other obligations of the Company to which they are entitled on the capitalisation and the agreement shall be binding on those persons.
- (2) Where any difficulty arises in regard to any distribution of any capitalised reserve or fund the Board may settle the matter as it thinks expedient and in particular may issue fractional certificates or authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any shareholders in order to adjust the rights of all parties, as may seem expedient to the Board.

Chapter 7. Dissolution, Liquidation

Art. 42. Dissolution, liquidation

- (1) In the event of the dissolution of the Company for whatever reason or whatever time, the liquidation will be performed by liquidators appointed by the general meeting, or, if no liquidators are so appointed, by the Board then in office who will be endowed with the powers provided by Articles 144 et seq. of the Luxembourg Company law of the tenth of August nineteen hundred and fifteen.
- (2) Once all debts, charges and liquidation expenses have been met, any balance resulting shall be paid to the holders of ordinary shares.

Chapter 8. Limitation on shareholdings by US holders

Art. 43. Purpose and definitions of this Chapter

- (a) The purpose of this Chapter is to restrict the number of US Holders so as to enable the Company to suspend or terminate its obligations under the US Securities Exchange Act of 1934 and to prevent any such obligations from arising again in the future;
 - (b) For the purpose of this Chapter:
- «Relevant shares» means shares in the Company (including, without limitation, shares now or at any time represented by depositary receipts or any other securities) which are held by US Holders;
- «Required Disposal» means in relation to any Relevant shares a disposal or disposals of such shares or interest therein which will result in such shares ceasing to be Relevant shares;
 - «Register of US Holders» means the register to be maintained in accordance with Article 46(a);
- «US Holder» means (i) persons resident in the US who hold shares in the Company (including, without limitation, shares now or at any time represented by depositary receipts) in any manner described in Rule 12g 3-2(a)(1) of the US Securities Exchange Act of 1934 (including directly or through or as a nominee) and (ii) persons who appear, at any time, to the Directors to fall within sub-paragraph (i) of this definition of US Holder; and
- «US» means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

Art. 44. Notices requiring information

- (a) The Board may by notice in writing require any shareholder or other person appearing to be interested or appearing to have been interested in shares in the Company to disclose to the Company in writing such information as the Board shall require relating to the ownership of or interests in the shares in question as lies within the knowledge of such shareholder or other person (supported if the Board so requires by a statutory declaration and/or by independent evidence) and any information which the Board shall deem necessary or desirable in order to determine whether any shares are Relevant shares.
- (b) Whether or not a notice pursuant to Article 44(a) has been given, the Board may by notice in writing require any shareholder or other person appearing to be interested or appearing to have been interested in shares in the Company to show to the satisfaction of the Directors that the shares in question are not Relevant shares. Any person on whom such a notice has been served and any other person who is interested in such shares may within 14 days of such notice (or such longer period as the Board may consider reasonable) make representations to the Board as to why such shares should not be treated as Relevant shares but if, after considering any such representations and such other information as seems to them relevant, the Board believes such shares to be Relevant shares, the Board may determine that such



shares shall be deemed to be Relevant shares and they shall thereupon be treated as such for all purposes of these Articles

(c) The Board may give a notice pursuant to Article 44(a) or (b) or both of them at any time and the Board may give one or more than one such notice to the same shareholder or other person in respect of the same shares.

Art. 45. Notification

Each shareholder shall notify the Company immediately upon becoming aware that any share registered in his name (i) is or has become a Relevant Share or (ii) has ceased to be a Relevant Share.

Art. 46. Register of US holders

- (a) The Board shall maintain, in addition to the register, a register of US Holders, in which there shall be entered particulars of any shares which are or have been deemed to be Relevant shares. The particulars entered on the Register of US Holders in respect of any share shall comprise, in addition to the name of the holder, the name of any person who is or appears to the Board to be a US Holder in relation to such share and such information as has been supplied to the Board pursuant to Article 44(a) or (b) or otherwise or, if no such information has been supplied, such information as the Board considers appropriate.
- (b) The Board shall remove from the register of US Holders particulars of any share if there has been furnished to them a declaration (in such form as the Board may from time to time prescribe) by the holder of such share or any other person as the Board may consider appropriate, together with such other evidence as the Board may require, that satisfies the Board that such share is not or is no longer a Relevant Share.

Art. 47. Required disposals

- (a) The Board may, at any time, give notice to any holder(s) of any Relevant shares and, if they so choose, to any other person appearing to them to be interested in such Relevant shares calling for a Required Disposal in relation to some or all of the Relevant shares held by him to be made within twenty-one (21) days or such longer period as the Board considers reasonable. The Board may extend the period in which any such notice is required to be complied with and may withdraw any such notice (whether before or after the expiration of the period referred to) if it appears to the Board that the shares to which the notice relates are not or are no longer Relevant shares or in any other circumstances the Board sees fit. If the Board is not satisfied that a Required Disposal has been made by the expiry of the twenty-one (21) day period (as may be extended), unless such notice is withdrawn, no transfer of any of the Relevant shares to which the notice relates may be made or registered other than a transfer made pursuant to Article 47(b) or unless such notice is withdrawn. In giving notice to any holder(s) of any Relevant shares, the Board shall, as far as is reasonably possible, seek to require the sale of the smallest possible number of shares.
- (b) If after twenty-one (21) days of service of any notice under Article 47(a) (or such longer period as the Board may have prescribed in the notice), the Board is not reasonably satisfied that a Required Disposal has been made in relation to the Relevant shares which are the subject of the notice, the Board may arrange for the sale of the Relevant shares on behalf of the registered holder so that they cease to be or be capable of being treated as Relevant shares, at the best price reasonably obtainable at the relevant time. Any Relevant shares in relation to which the Board is entitled to arrange the sale under this Article 47(b) may be aggregated and sold together. The manner, timing and terms of any such sale of Relevant shares made or sought to be made by the Board (including but not limited to the price or prices at which the same is made and the extent to which assurance is obtained that no transferee is or would become a US Holder) shall be such as the Board determines (based on advice from bankers, brokers, or other persons the Board considers appropriate to be consulted by them for the purpose) to be reasonably obtainable having regard to all the circumstances, including but not limited to the number of shares to be disposed of and any requirement that the disposal be made without delay; and the Board shall not be liable to any person (whether or not a US Holder) for any consequences of reliance on such advice.
 - (c) For the purpose of effecting any Required Disposal, the Board may:
- (i) authorise in writing any officer or employee of the Company to execute any necessary transfer on behalf of any holder; and/or
 - (ii) convert any share from uncertificated form to certificated form;

and may enter the name of the transferee in the register in respect of the transferred shares notwithstanding the absence of any share certificate and may issue a new certificate to the transferee and an instrument of transfer executed by any officer or employee of the Company so authorised by the Directors shall be as effective as if it has been executed by the holder of the transferred shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating to the sale. The proceeds of the Required Disposal shall be received by the Company or by any person nominated by the Company whose receipt shall be a good discharge for the purchase money and shall be paid (without any interest being payable in respect of it and after deduction of any expenses incurred by the Board in the sale including, without limitation, broker's or selling agent's fees, commissions and expenses, taxes and duties) to the former holder (or, in the case of joint holders, the first of them named in the register) upon surrender by him or on his behalf to the Company for cancellation of any certificate in respect of the transferred shares.

Art. 48. Miscellaneous provisions relating to US holders

- (a) Nothing in these Articles shall require the Board to assume that any person is a US Holder.
- (b) The Board shall not be obliged to give any notice otherwise required under these Articles to any person if it does not know either his identity or his address. The absence of such a notice in those circumstances and any accidental error in or failure to give any notice to any person to whom notice is required to be given under these Articles shall not prevent the implementation of, or invalidate, any procedure under these Articles.
- (c) Save as otherwise provided in these Articles, the provisions of these Articles applying to the giving of notice of meetings to shareholders shall apply to the giving of any notice required by these Articles. Any notice required by these



Articles to be given to a person who is not a shareholder, or who is a shareholder whose registered address is not within the United Kingdom or Luxembourg and who has not given to the Company an address within the United Kingdom or Luxembourg at which notices may be given to him, shall be deemed validly served if it is sent through the post in a pre-paid envelope addressed to that person at the address (or, if more than one, at one of the addresses), if any, at which the Board believes him to be resident or carrying on business or to his last known address as shown in the register. The notice shall in such a case be deemed to have been given on the third day following that on which the envelope containing the same is posted. Proof that the envelope was properly addressed, pre-paid and posted shall be conclusive evidence that the notice was given.

- (d) Any resolution or determination of, or decision or exercise of any discretion or power by, the Board or any Director or by the chairman of any meeting under or pursuant to the provisions of these Articles (including without prejudice to the generality of the foregoing as to what constitutes enquiries made in good faith or as to the manner, timing and terms of any Required Disposal made by the Board under Article 47) shall be final and conclusive; and any disposal or transfer made, or other thing done, by or on behalf of, or on the authority of, the Board or any Director pursuant to the foregoing provisions of these Articles shall be conclusive and binding on all persons concerned and shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever. The Board shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with these Articles.
- (e) Neither the Company nor the Board shall be liable to indemnify, reimburse or compensate any shareholder in respect of any cost, liability or expense (including, without limitation, any taxes or duties imposed, paid or suffered under the laws of the US, the United Kingdom, Luxembourg or any other jurisdiction) arising from or by reference to any sale of any Relevant shares pursuant to Article 47.
 - (f) Nothing in these Articles shall constitute the holders of Relevant shares as a separate class.
- (g) This Chapter shall apply notwithstanding any provision in any other of these Articles which is inconsistent with or contrary to it.

Chapter 9. Dispute resolution

Art. 49. Arbitration

- (a) Unless Article 50 applies:
- all disputes:
- (i) between a shareholder in that shareholder's capacity as such and the Company and/or the Board and/or any of the Company's Directors individually, arising out of or in connection with these Articles or otherwise; and/or
- (ii) to the fullest extent permitted by law, between the Company and any of the Board or any of the Company's Directors individually in their capacities as such or as employees of the Company, including all claims made by or on behalf of the Company against the Board or any of the Company's Directors individually; and/or
- (iii) between a shareholder in that shareholder's capacity as such and the Company's professional service providers; and/or
- (iv) between the Company and the Company's professional service providers arising in connection with any claim within the scope of Article 49(a)(iii);

shall be exclusively and finally resolved under the Rules of Arbitration of the International Chamber of Commerce («ICC») (the «ICC Rules»), as amended from time to time.

- (b) The tribunal shall consist of three arbitrators to be appointed in accordance with the ICC Rules.
- (c) The chairman of the tribunal must have at least 20 years' experience as a lawyer qualified to practise in a common law jurisdiction within the Commonwealth and each other arbitrator must have at least 20 year experience as a qualified lawyer.
 - (d) The place of arbitration shall be Luxembourg.
 - (e) The language of the arbitration shall be English.
- (f) These Articles constitute a contract between the Company and its shareholders and between the Company's shareholders inter se. This Article 49 (as supplemented from time to time by any agreement to a similar effect between the Company and its Directors or professional service providers) also contains or evidences an express submission to arbitration by each shareholder, the Company, its Directors and professional service providers and such submissions shall be treated as a written arbitration agreement under the Luxembourg Nouveau Code de Procédure Civile and Article II of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).
- (g) Each person to whom this Article 49 applies hereby waives, to the fullest extent permitted by law: (a) any right under the laws of any jurisdiction to apply to any court of law or other judicial authority to determine any preliminary point of law, and/or (b) any right he or she may otherwise have under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the tribunal.

Art. 50. Jurisdiction

- (a) This Article 50 shall apply to a dispute (which would otherwise be subject to Article 49 in any jurisdiction if a court in that jurisdiction determines that Article 49 is invalid or unenforceable in relation to that dispute in that jurisdiction.
- (b) For the purposes of Article 50(a) court shall mean any court of competent jurisdiction or other competent authority including for the avoidance of doubt, a court or authority in any jurisdiction which is not a signatory to the New York Convention.
 - (c) Any proceeding, suit or action:
- (i) between a shareholder in that shareholder's capacity as such and the Company arising out of or in connection with these Articles or otherwise; and/or



- (ii) to the fullest extent possible permitted by law, between the Company and any of the Board or the Company's Directors individually in their capacities as such or as employees of the Company, including all claims made by or on behalf of the Company against the Board or the Company's Directors individually; and/or
- (iii) between a shareholder in that shareholder's capacity as such and the Company's professional service providers; and/or
- (iv) between the Company and the Company's professional service providers arising in connection with any claim within the scope of Article 50(c)(iii);

may only be brought in the courts of Luxembourg.

Damages alone may not be an adequate remedy for any breach of Article 50, so that in the event of a breach or anticipated breach, the remedies of injunction and/or an order for specific performance would in appropriate circumstances be available.

- (a) For the purposes of Articles 49 and 50, a «dispute» shall mean any dispute, controversy or claim, other than any dispute, controversy or claim relating to any failure or alleged failure by the Company to pay all or part of a dividend which has been declared and which has fallen due for payment.
- (b) The governing law of these Articles, including the submissions to arbitration and written arbitration agreement contained in or evidenced by Article 49, is the substantive law of Luxembourg.
- (c) The Company shall be entitled to enforce Articles 49 and 50 for its own benefit, and that of its Directors, subsidiary undertakings and professional service providers.
 - (d) References in Articles 49 and 50 to:
- (i) «Company» shall be read so as to include each and any of the Company's subsidiary undertakings from time to time; and
- (ii) «Director» shall be read so as to include each and any Director of the Company from time to time in his or her capacity as such or as employee of the Company and shall include any former Director of the Company; and
- (iii) «Professional service providers» shall be read so as to include the Company's auditors, legal counsel, bankers, ADR depositaries and any other similar professional service providers in their capacity as such from time to time but only if and to the extent such person has agreed with the Company in writing to be bound by Article 49 and/or 50 (or has otherwise agreed to submit disputes to arbitration and/or exclusive jurisdiction in a materially similar way).

Chapter 10. Definitions

Art. 51.

- (1) Except as otherwise provided herein the provisions of the law will apply.
- (2) In the event that any one or more provisions contained in the Articles shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Articles and the Articles shall be construed as if such invalid, illegal or unenforceable provision were not contained berein

Art. 52.

For the purpose of these Articles:

In these Articles unless the context otherwise requires:

«address» in relation to electronic communications, includes any number or address used for the purposes of such communications;

«these Articles» means these Articles of association as altered from time to time by special resolution and the expression «this Article» shall be construed accordingly;

«the auditors» means the Statutory Auditor for the time being of the Company or, in the case of joint auditors, any one of them;

«the Board» means the Board from time to time of the Company or the Directors present at a meeting of the Directors at which a quorum is present;

«certificated share» means a share which is not an uncertificated share;

«clear days» in relation to the period of a notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect;

«depository receipts» means any form of receipt, share or certificate whether issued by the Company or a third party sponsored by the Company representing shares or providing to the holders thereof an interest in shares;

«electronic signature» means anything in electronic form which the Board requires to be incorporated into or otherwise associated with an electronic communication for the purpose of establishing the authenticity or integrity of the communication;

«the holder» in relation to any shares means the shareholder whose name is entered in the register as the holder of those shares:

«interested in shares» includes an interest of any kind whatsoever in the shares (and accordingly there are to be disregarded any restraints or restrictions to which the exercise of any right attached to the interest is or may be subject). An interest in shares includes an interest in depository receipts. A person is taken to have an interest in shares if he enters into a contract for their purchase by him (whether for cash or other consideration) or not being the registered holder, he is entitled to exercise any right conferred by the holding of the shares or is entitled to control the exercise of any such right. A person is taken to have an interest in shares if, otherwise than by virtue of having an interest under a trust, he has a right to call for delivery of the shares to himself or to his order, or he has a right to acquire an interest in shares, or is under an obligation to take an interest in shares (which shall include having an interest in depository receipts) whether in any case the right or obligation is conditional or absolute. A person is entitled to exercise or control the exercise of any right conferred by the holding of shares if he has a right (subject to conditions or not) the ex-



ercise of which would make him so entitled or is under an obligation (whether so subject or not) the fulfilment of which would make him so entitled. Joint holders are taken each of them to have an interest. It is immaterial that shares in which a person has an interest are unidentifiable. A person is interested in shares if a body corporate is interested in them and that body or its directors are accustomed to act in accordance with his directions or instructions or he is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of that body corporate. A person is also interested in shares of a body corporate if it is a subsidary of a body corporate in which the person is entitled to exercise or control the exercise ofone-third or more of the voting power at general meetings of that body corporate. A person is entitled to exercise or control the exercise of voting power if he has a right (whether subject to conditions or not) the exercise of which would make him so entitled, or he is under an obligation (whether or not so subject) the fulfilment of which would make him so entitled. Where property is held on trust and an interest in shares is comprised in the property, a beneficiary of the trust who apart from this definition does not have an interest in the shares is to be taken as having such an interest. A person is taken to be interested in any shares in which his spouse or civil partner or any infant child or infant stepchild of his is interested, and «infant» means a person under the age of eighteen (18) years;

«the law» means the Luxembourg Company Law of 10th August 1915, as amended;

«the law on the circulation of securities» means the law dated 1 August 2001 on the circulation of securities and other financial instruments as amended;

«the Listing Rules» means the rules which are made from time to time by the relevant competent authority of the United Kingdom for the purposes of the regulation of the official listing of the Company's securities;

«ordinary shares» means ordinary shares in the capital of the Company;

«paid up» means paid up or credited as paid up;

«participating class» means a class of shares title to which is permitted by an Operator to be transferred by means of a relevant system;

«Person» means any individual, firm, corporation or other entity, and shall include any affiliate or associate of such Person and any group comprised of any Person and any other Person with whom such person or any affiliate or associate of such Person has any agreement, arrangement or understanding, directly or indirectly, for the purpose of acquiring, holding, voting or disposing of shares;

«person entitled by transmission» means a person whose entitlement to a share in consequence of the death or bankruptcy of a shareholder or of any other event giving rise to its transmission by operation of law has been noted in the register;

«the Register» means the register of shareholders of the Company;

«relevant stock exchange» means any applicable stock exchange on which the shares of the Company are for the time being traded;

«the Secretary» means the Secretary, or (if there are joint secretaries) any one of the joint secretaries, of the Company and includes an assistant or deputy Secretary and any person appointed by the Board to perform any of the duties of the Secretary;

«shares» means ordinary shares;

«Subsidiary» means any corporation with respect to which the Company beneficially owns securities that represent a majority of the votes that all holders of securities of such corporation can cast with respect to elections of Directors; «uncertificated class» means a class of shares or part of a class of shares which the Board has determined may be held in uncertificated form and title to shares of that class may be transferred by means of a relevant system;

«uncertificated share» means a share title to which is recorded on the register as being held in uncertificated form; «United Kingdom» means Great Britain and Northern Ireland;

references to a document being executed include references to its being executed under hand or under seal or by any other method, except by means of an electronic signature;

references to a document being signed or to signature include references to its being executed under hand or under seal or by any other method and, in the case of an electronic communication, are to its bearing an electronic signature;

references to writing include references to any method of representing or reproducing words in a legible and non-transitory form including by way of electronic communications where specifically provided in a particular Article or where permitted by the Board in its absolute discretion;

references to a meeting shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.

Headings and notes are included only for convenience and shall not affect meaning.

These Articles are worded in English followed by a French translation and in case of any divergence between the English and the French text, the English text shall prevail.

Subscriptions

The shares have been subscribed follows:

Subscriber	Number of shares subscribed	Payment
DOMINION TRUST LIMITED	12,400	EUR 15,500
DOMINION CORPORATE TRUSTEES LIMITED	12,400	EUR 15,500
Total	24,800	EUR 31,000

The shares have been fully paid up, evidence of which was given to the undersigned notary.



Expenses

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of its formation are estimated at approximately three thousand six hundred Euro.

Statement

The undersigned notary acknowledges that the conditions required by article 26 of the law of tenth August nineteen hundred and fifteen on commercial companies have been observed.

Extraordinary general meeting

The above named persons, representing the entire subscribed capital and considering themselves as having received due notice, have immediately proceeded to an extraordinary general meeting.

Having first verified that it was regularly constituted, they have passed the following resolutions by unanimous vote.

First resolution

The following persons are appointed directors for a one year period ending at the annual general meeting to be held in 2007:

Name	Address	Title	Date of birth	City and country of birth
Andreas Barth	Graf-Seyssel-Str. 3A,	Independent	27 June 1944	Reihenbach,
	82031 Munich, Germany	Consultant		Germany
Barry Bateman	Fidelity Investment	Vice Chairman,	21 June 1945	Croydon,
	Management Limited,	FIDELITY		Surrey,
	Oakill House, Tonbridge Road, 1	NTERNATIONAL		UK
	Hildenborough, Kent TN11 9DZ	LTD		
Tony Bates	Kingsmere House, The Starlings,	CAO, COLT	24 May 1956	Stoke on Trent,
	Oxshott, Surrey KT22 0KN TELECOM GROUP Surrey			
Vincenzo Damiani	37 Strada Pavese, 27036	Independent	8 January 1940	Bari, Italy
	Mortara (PV), Italy	Consultant		
Gene Gabbard	2500 Regency Parkway, Cary,	Private Investor	7 May 1940	Sand Gap,
	North Carolina 27511, USA			Kentucky
Frans van den Hoven	Marevista 35, 2202 BX Nordwijk	Director of	25 April 1923	Ljesselmund,
	Aan Zee, The Netherlands	Companies		the Netherlands

Second resolution

PricewaterhouseCoopers, S.à r.l., 400, route d'Esch, B.P. 1443, 1014 Luxembourg, has been appointed independent auditor («réviseur d'entreprises»).

Third resolution

The registered office is fixed at Kansallis House, Place de l'Etoile, L-1479 Luxembourg.

Fourth resolution

The financial year of the Company starting on incorporation shall end on 31 December 2006.

Fifth resolution

The Board of directors is authorized to delegate the day-to-day management to one or several members of the board of directors.

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

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

The document having been read to the appearing persons, all of whom are known to the notary, by their surnames, first names, civil status and residences, the said persons appearing signed together with Us, the notary, the present original deed.

Suit la traduction française du texte qui précède:

(N.B. Pour des raisons techniques, ladite version française est publiée dans le Mémorial C N° 1238 du 27 juin 2006.) Signé: C. Bader-Keller, J. Elvinger.

Enregistré à Luxembourg, le 18 avril 2006, vol. 28CS, fol. 31, case 6. – Reçu 310 euros.

Le Receveur (signé): J. Muller.

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

Luxembourg, le 21 avril 2006. J. Elvinger.

(036792A/211/1622) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2006.

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