MEMORIAL

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du Grand-Duché de
Luxembourg

MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 1235 **14 juin 2010**

SOMMAIRE

Exmar Offshore Services S.A., Société Anonyme,

(anc. Exmar Offshore Lux S.A.).

Siège social: L-1258 Luxembourg, 6, rue Jean-Pierre Brasseur.

R.C.S. Luxembourg B 65.505.

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In the year two thousand and ten, on the twenty-seven of April.

Before Us Maître Martine SCHAEFFER, notary residing at Luxembourg.

Was held an Extraordinary General Meeting of shareholders of "EXMAR OFFSHORE LUX S.A.", a société anonyme having its registered office in L-1258 Luxembourg, 6, rue Jean-Pierre Brasseur, constituted by a deed of Maître Frank BADEN, then notary residing in Luxembourg, on November July 6, 1998, published in the Mémorial C, Recueil des Sociétés et Associations number 725 on October 7, 1998. These Articles of Association have been changed for the last time by a deed of Maître Joëlle BADEN, notary residing in Luxembourg, February 18 th , 2009, published in the Mémorial C, Recueil des Sociétés et Associations number 655 on March 26 th , 2009.

The meeting was opened with Ms Francine MONIOT, private employee, residing professionally in Luxembourg, being in the chair,

who appointed as secretary Mrs Isabel DIAS, private employee, residing professionally in Luxembourg.

The meeting appointed as scrutineer Mr Raymond THILL, "maître en droit", residing professionally in Luxembourg.

The board of the meeting having thus been constituted, the chairman declared and requested the notary to state that:
I. The agenda of the meeting is the following:

1. Decision to change the name of the company from "EXMAR OFFSHORE LUX S.A." into "EXMAR OFFSHORE SERVICES S.A." and to change article 1, third paragraph.

2. Appointment of a supplementary director, their number passing from 4 to 5.

3. Miscellaneous.

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

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

III. As appears from the said attendance list, out of forty (40) shares in circulation forty (40) shares are present or represented at the present general meeting, so that the meeting can validly decide on all the items of the agenda.

After the foregoing has been approved by the meeting, the meeting unanimously took the following resolutions:

First resolution

The general meeting decides to change the name of the company from "EXMAR OFFSHORE LUX S.A." into "EXMAR OFFSHORE SERVICES S.A." and to amend article 1, third paragraph of the articles of association, which will henceforth have the following wording:

" **Art. 1. Third paragraph.** The name of the Company is "EXMAR OFFSHORE SERVICES S.A.".

Second resolution"

The general meeting decides to appoint a supplementay director, their number passing from 4 to 5.

The new director is Mr Wim DE DEKEN, director offshore operations, residing in Magasin "Alfred", Duboisstraat 50, B-2060 Antwepen, born in Gent, March 12, 1957.

His mandate shall finish at the annual general meeting of 2015.

There being no further business the meeting was closed.

Costs

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the corporation incurs or for which it is liable by reason of its organization, is approximately one thousand euro (1.000 EUR).

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

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

The document having been read to the members of the board and to the proxyholder of the appearing parties, they signed together with the notary the present deed.

Suit la version française du texte qui précède

L'an deux mille dix, le vingt-sept avril.

Par-devant, Maître Martine SCHAEFFER, notaire de résidence à Luxembourg.

S'est réunie l'assemblée générale extraordinaire des actionnaires de la société anonyme "EXMAR OFFSHORE LUX S.A.", avec siège social à L-1258 Luxembourg, 6, rue Jean-Pierre Brasseur, constituée suivant acte reçu par Maître Frank BADEN, alors de résidence à Luxembourg en date du 6 juillet 1998, publié au Mémorial C, Recueil des Sociétés et Associations numéro 725 du 7 octobre 1998. Les statuts de la société ont été modifiés en dernier lieu suivant acte reçu par Maître Joëlle BADEN, notaire de résidence à Luxembourg, en date du 18 février 2009, publié au Mémorial C, Recueil des Sociétés et Associations numéro 655 du 26 mars 2009.

L'assemblée est ouverte sous la présidence de Melle Francine MONIOT, employée privée, demeurant professionnellement à Luxembourg,

qui désigne comme secrétaire Madame Isabel DIAS, employée privée, demeurant professionnellement à Luxembourg.

L'assemblée élit comme scrutateur Monsieur Raymond THILL, maître en droit, demeurant professionnellement à Luxembourg.

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

I.- Que la présente assemblée générale extraordinaire a pour

Ordre du jour:

1. Changement de la dénomination de la société de "EXMAR OFFSHORE LUX S.A." en "EXMAR OFFSHORE SERVICES S.A." et le changement subséquent de l'article 1 er , alinéa 3 des statuts suite au changement de nom;

2. Nomination d'un administrateur supplémentaire, leur nombre passant de 4 à 5.

3. Divers.

II.- Que les actionnaires présents ou représentés, les mandataires des actionnaires représentés, ainsi que le nombre d'actions qu'ils détiennent sont indiqués sur une liste de présence. Cette liste de présence, après avoir été signée "ne varietur" par les actionnaires présents, les mandataires des actionnaires représentés ainsi que par les membres du bureau et le notaire instrumentant, restera annexée au présent procès-verbal pour être soumise avec lui à la formalité de l'enregistrement.

Resteront pareillement annexées aux présentes les procurations des actionnaires représentés, après avoir été signées "ne varietur" par les comparants et le notaire instrumentant.

III.- Que la présente assemblée, réunissant quarante (40) actions sur un total de quarante (40) actions, est régulièrement constituée et peut délibérer valablement, telle qu'elle est constituée, sur les points portés à l'ordre du jour.

Ces faits ayant été reconnus exacts par l'assemblée, celle-ci prend à l'unanimité des voix les résolutions suivantes:

Première résolution

L'assemblée générale décide de modifier le nom de la société de "EXMAR OFFSHORE LUX S.A." en "EXMAR OFFSHORE SERVICES S.A." et, par conséquent, de modifier l'article 1 er , alinéa 3 des statuts, qui aura désormais la teneur suivante:

" **Art. 1 er . Alinéa 3.** La société a pour dénomination "EXMAR OFFSHORE SERVICES S.A."."

Deuxième résolution

L'assemblée générale décide de nommer un administrateur supplémentaire, leur nombre passant de 4 à 5.

Le nouvel administrateur est Monsieur WIM DE DEKEN, "director offshore operations", demeurant à Magasin "Alfred", Duboisstraat 50, B-2060 Anvers, né à Gent, le 12 mars 1957.

Son mandat se terminera lors de l'assemblée générale annuelle de 2015.

Plus rien n'étant à l'ordre du jour la séance a été levée.

Frais

Le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la société à raison de la présente augmentation de capital est évalué à environ mille euros (1.000.- EUR).

Le notaire soussigné, qui a personnellement la connaissance de la langue anglaise, déclare que la comparante l'a requis de documenter le présent acte en langue anglaise, suivi d'une version française, et en cas de divergence entre le texte anglais et le texte français, le texte anglais fera foi.

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

Et après lecture faite et interprétation donnée au membre du bureau et au mandataire des comparants ceux-ci ont signé avec le notaire le présent acte.

Signé: F. Moniot, I. Dias, R. Thill et M. Schaeffer.

Enregistré à Luxembourg A.C., le 29 avril 2010. LAC/2010/18752. Reçu soixante-quinze euros (75.- €)

Le Receveur (signé): Francis SANDT.

POUR COPIE CONFORME, délivrée à la demande de la prédite société, sur papier libre, aux fins de publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 5 mai 2010.

Référence de publication: 2010064451/111.

(100062715) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mai 2010.

Ferrero Trading Lux S.A., Société Anonyme.

Siège social: L-2632 Findel, rue de Trèves, Findel Business Center, Complexe B.

R.C.S. Luxembourg B 46.117.

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Extrait des résolutions prises par le conseil d'administration en date du 7 avril 2010

Le conseil d'administration a décidé de nommer jusqu'à la tenue de la prochaine assemblée générale en 2011:

1. Monsieur Pietro FERRERO en tant que Président du Conseil d'Administration;

2. Monsieur Giovanni FERRERO en tant que Vice-président du Conseil d'Administration;

3. Monsieur Giuseppe MARANO, né le 21 février 1958 à Rho (MI), Italie, demeurant à 9 Via E. Fermi, 20017 Rho (MI), Italie et

Monsieur Arduino BORGOGNO, né le 10 février 1950 à Ivrea (TO), Italie, demeurant à 2 Piazza Cristo Ré, 12051 Alba (TO), Italie,

en tant qu'Administrateurs-Délégués du Conseil d'Administration.

Pour la représentation de la Société, la signature conjointe de deux administrateurs-délégués est requise, conformément aux règles applicables aux pouvoirs de signature des Fondés de Pouvoirs de catégorie A et des Fondés de Pouvoirs de catégorie B et aux instructions écrites internes applicables.

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

Luxembourg, le 18 mai 2010. Signature.

Référence de publication: 2010056109/21.

(100070731) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 mai 2010.

XMC S.A., Société Anonyme.

Siège social: L-8362 Grass, 4, rue de Kleinbettingen.

R.C.S. Luxembourg B 143.665.

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

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

Pour la société
Signature
Administrateur

Référence de publication: 2010061822/12.

(100060535) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Wibo Luxtrucks, Société Anonyme.

Siège social: L-9780 Wincrange, Maison 48.

R.C.S. Luxembourg B 138.209.

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

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

Pour la société
Signature
Administrateur

Référence de publication: 2010061823/12.

(100060534) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

LDV Management S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 96.644.

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Le bilan au 31 décembre 2008 a été déposé au registre de commerce et des sociétés de Luxembourg le 3 mai 2010.

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

Référence de publication: 2010061859/9.

(100060955) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

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

(anc. Cape Clear Europe, S.à r.l.).

Siège social: L-2636 Luxembourg, 12, rue Léon Thyes.

R.C.S. Luxembourg B 82.072.

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Les comptes annuels au 31 décembre 2001 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signatures.

Référence de publication: 2010061824/11.

(100060829) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

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

(anc. Cape Clear Europe, S.à r.l.).

Siège social: L-2636 Luxembourg, 12, rue Léon Thyes.

R.C.S. Luxembourg B 82.072.

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Les comptes annuels au 31 décembre 2002 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signatures.

Référence de publication: 2010061825/11.

(100060828) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

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

(anc. Cape Clear Europe, S.à r.l.).

Siège social: L-2636 Luxembourg, 12, rue Léon Thyes.

R.C.S. Luxembourg B 82.072.

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Les comptes annuels au 31 décembre 2004 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signatures.

Référence de publication: 2010061826/11.

(100060827) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

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

(anc. Cape Clear Europe, S.à r.l.).

Siège social: L-2636 Luxembourg, 12, rue Léon Thyes.

R.C.S. Luxembourg B 82.072.

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Les comptes annuels au 31 décembre 2005 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signatures.

Référence de publication: 2010061827/11.

(100060826) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Roller Luxembourg S.A., Société Anonyme.

Siège social: L-8008 Strassen, 2, route d'Arlon.

R.C.S. Luxembourg B 29.484.

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Le bilan au 30 septembre 2009 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 29 avril 2010.

Référence de publication: 2010061841/10.

(100060801) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

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

(anc. Cape Clear Europe, S.à r.l.).

Siège social: L-2636 Luxembourg, 12, rue Léon Thyes.

R.C.S. Luxembourg B 82.072.

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Les comptes annuels au 31 décembre 2006 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signatures.

Référence de publication: 2010061828/11.

(100060825) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

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

(anc. Cape Clear Europe, S.à r.l.).

Siège social: L-2636 Luxembourg, 12, rue Léon Thyes.

R.C.S. Luxembourg B 82.072.

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Les comptes annuels au 31 décembre 2007 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signatures.

Référence de publication: 2010061829/11.

(100060824) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

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

(anc. Cape Clear Europe, S.à r.l.).

Siège social: L-2636 Luxembourg, 12, rue Léon Thyes.

R.C.S. Luxembourg B 82.072.

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Les comptes annuels au 31 décembre 2003 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signatures.

Référence de publication: 2010061830/11.

(100060823) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Sub Lecta 2 S.A., Société Anonyme.

Siège social: L-1724 Luxembourg, 19-21, boulevard du Prince Henri.

R.C.S. Luxembourg B 72.206.

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

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

Société Européenne de Banque
Société Anonyme
Banque Domiciliataire
Signatures

Référence de publication: 2010061832/13.

(100060867) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Sub Lecta 1 S.A., Société Anonyme.

Siège social: L-1724 Luxembourg, 19-21, boulevard du Prince Henri.

R.C.S. Luxembourg B 60.592.

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

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

Société Européenne de Banque
Société Anonyme
Banque domiciliataire
Signatures

Référence de publication: 2010061833/13.

(100060939) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Solution 2, Société Anonyme.

Siège social: L-8437 Steinfort, 62, rue de Koerich.

R.C.S. Luxembourg B 86.772.

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Les comptes annuels au 31/12/2007 ont été déposés, dans leur version abrégée, au registre de commerce et des sociétés de Luxembourg conformément à l'art. 79(1) de la loi du 19/12/2002.

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

Mandataire

Référence de publication: 2010061835/11.

(100061219) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Steinmetz Diamond Group (Luxembourg) S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1469 Luxembourg, 67, rue Ermesinde.

R.C.S. Luxembourg B 111.712.

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Les comptes annuels au 31/12/2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Un mandataire

Référence de publication: 2010061837/11.

(100061051) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Steinmetz Diamond Group (Luxembourg) S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1469 Luxembourg, 67, rue Ermesinde.

R.C.S. Luxembourg B 111.712.

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Les comptes annuels au 31/12/2007 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Un mandataire

Référence de publication: 2010061838/11.

(100060957) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Steinmetz Diamond Group (Luxembourg) S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1469 Luxembourg, 67, rue Ermesinde.

R.C.S. Luxembourg B 111.712.

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Les comptes annuels au 31/12/2006 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Un mandataire

Référence de publication: 2010061839/11.

(100060944) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Red Lion Investments S.A., Société Anonyme.

Siège social: L-1148 Luxembourg, 16, rue Jean l'Aveugle.

R.C.S. Luxembourg B 152.807.

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STATUTS

L'an deux mille dix, le vingt et un avril

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

ONT COMPARU:

1) Monsieur Alexandre BARDOT, juriste, né à Troyes (France) le 7 octobre 1972, demeurant Chemin du Couchant n°16, CH-1270 Trelex (Suisse); et

2) Madame Florence DAGES, expert comptable, née à Paris (France) le 13 février 1975, demeurant Chemin du Couchant n°16, CH-1270 Trelex (Suisse);

ici représentés par Hubert JANSSEN, juriste, demeurant professionnellement à Luxembourg, en vertu de deux procurations délivrées sous seing privé, lesquelles resteront annexées au présent acte.

Lesquels comparants, représentés comme dit, ont requis le notaire instrumentant de dresser l'acte constitutif d'une société anonyme qu'ils déclarent constituer (la "Société").

Titre I er - Dénomination, Siège, Objet, Durée

1. Forme, Dénomination.

1.1 La Société est une société anonyme luxembourgeoise régie par les lois du Grand Duché de Luxembourg (et en particulier, la loi telle qu'elle a été modifiée du 10 Août 1915 sur les sociétés commerciales (la "Loi de 1915") et par les présents statuts (les "Statuts").

1.2 La Société adopte la dénomination "RED LION INVESTMENTS S.A.".

2. Siège social.

2.1 Le siège social de la Société est établi dans la ville de Luxembourg (Grand Duché de Luxembourg).

2.2 Il peut être transféré vers toute autre commune à l'intérieur du Grand Duché de Luxembourg au moyen d'une résolution de l'actionnaire unique ou en cas de pluralité d'actionnaires au moyen d'une résolution de l'assemblée générale de ses actionnaires délibérant selon la manière prévue pour la modification des Statuts.

2.3 Le conseil d'administration de la Société (le "Conseil d'Administration") est autorisé à changer l'adresse de la Société à l'intérieur de la commune du siège social statutaire.

2.4 Lorsque des événements extraordinaires d'ordre politique, économique ou social de nature à compromettre l'activité normale au siège social ou la communication de ce siège avec l'étranger se produiront ou seront imminents, le siège social pourra être transféré provisoirement à l'étranger jusqu'à cessation complète de ces circonstances anormales, sans que toutefois cette mesure puisse avoir d'effet sur la nationalité de la Société, laquelle, nonobstant ce transfert, conservera la nationalité luxembourgeoise. Pareille décision de transfert du siège social sera prise par le Conseil d'Administration.

3. Objet.

3.1. La société a pour objet la prise de participation sous quelque forme que ce soit, dans toutes entreprises commerciales, industrielles, financières ou autres, luxembourgeoises ou étrangères, l'acquisition de tous titres et droits par voie de participation, d'apport, de souscription, de prise ferme ou d'option d'achat, de négociation et de toute autre manière et notamment l'acquisition de brevets et licences, leur gestion et leur mise en valeur, l'octroi aux entreprises auxquelles elle s'intéresse, de tous concours, prêts, avances ou garanties, enfin toute activité et toutes opérations généralement quelconques se rattachant directement ou indirectement à son objet.

3.2. La société peut réaliser toutes opérations commerciales, techniques ou financières en relation directe ou indirecte avec tous les secteurs prédécrits, de manière à en faciliter l'accomplissement.

4. Durée. La Société est constituée pour une durée illimitée.

Titre II - Capital

5. Capital social. Le capital social souscrit est fixé à EUR 31.000,-(trente et un mille Euros), divisé en 310 (trois cent dix) actions d'une valeur nominale de EUR 100,- (cent Euros) chacune.

6. Nature des actions. Les actions sont, en principe, nominatives ou au porteur à la demande des actionnaires et dans le respect des conditions légales.

7. Versements. Les versements à effectuer sur les actions non entièrement libérées lors de leur souscription pourront se faire aux dates et aux conditions que le conseil d'administration déterminera de temps à autres. Tout versement appelé s'impute à parts égales sur l'ensemble des actions qui ne sont pas entièrement libérées.

8. Modification du capital.

8.1. Le capital souscrit de la société peut être augmenté ou réduit par décisions de l'assemblée générale des actionnaires statuant comme en matière de modification des statuts.

8.2. La société peut procéder au rachat de ses propres actions sous les conditions prévues par la loi.

Titre III - Administrateurs, Conseil d'administration, Réviseurs d'entreprises

9. Conseil d'administration.

9.1 En cas de pluralité d'actionnaires, la Société doit être administrée par un Conseil d'Administration composé de trois membres au moins (chacun un "Administrateur"), actionnaires ou non.

9.2 Si la Société est établie par un actionnaire unique ou si à l'occasion d'une assemblée générale des actionnaires, il est constaté que la Société a seulement un actionnaire restant, la Société doit être administrée par un Conseil d'Administration consistant soit en un Administrateur (L'"Administrateur Unique") jusqu'à la prochaine assemblée générale des actionnaires constatant l'existence de plus d'un actionnaire ou par au moins trois Administrateurs. Une société peut être membre du Conseil d'Administration ou peut être l'Administrateur Unique de la Société. Dans un tel cas, le Conseil d'Administration ou l'Administrateur unique nommera ou confirmera la nomination de son représentant permanent en conformité avec la Loi de 1915.

9.3 Les Administrateurs ou l'Administrateur Unique sont nommés par l'assemblée générale des actionnaires pour une période n'excédant pas six ans et sont rééligibles. Ils peuvent être révoqués à tout moment par l'assemblée générale des actionnaires. Ils restent en fonction jusqu'à ce que leurs successeurs soient nommés. Les Administrateurs élus sans indication de la durée de leur mandat, seront réputés avoir été élus pour un terme de six ans.

9.4 En cas de vacance du poste d'un administrateur pour cause de décès, de démission ou autre raison, les administrateurs restants nommés de la sorte peuvent se réunir et pourvoir à son remplacement, à la majorité des votes, jusqu'à la prochaine assemblée générale des actionnaires portant ratification du remplacement effectué.

10. Réunions du conseil d'administration.

10.1 Le Conseil d'Administration élira parmi ses membres un président (le "Président"). Le premier Président peut être nommé par la première assemblée générale des actionnaires. En cas d'empêchement du Président, il sera remplacé par l'Administrateur élu à cette fin parmi les membres présents à la réunion.

10.2 Le Conseil d'Administration se réunit sur convocation du Président ou d'un Administrateur. Lorsque tous les Administrateurs sont présents ou représentés, ils pourront renoncer aux formalités de convocation.

10.3 Le Conseil d'Administration ne peut valablement délibérer et statuer que si la majorité de ses membres est présente ou représentée par procuration.

10.4 Tout Administrateur est autorisé à se faire représenter lors d'une réunion du Conseil d'Administration par un autre Administrateur, pour autant que ce dernier soit en possession d'une procuration écrite. Un Administrateur peut également désigner par téléphone un autre Administrateur pour le représenter. Cette désignation devra être confirmée par une lettre écrite.

10.5 Toute décision du Conseil d'Administration est prise à la majorité simple des votes émis. En cas de partage, la voix du Président est prépondérante.

10.6 L'utilisation de la vidéo conférence et de conférence téléphonique est autorisée pour autant que chaque participant soit en mesure de prendre activement part à la réunion, c'est à dire notamment d'entendre et d'être entendu par tous les autres Administrateurs participant et utilisant ce type de technologie, seront réputés présents à la réunion et seront habilités à prendre part au vote via le téléphone ou la vidéo.

10.7 Des résolutions du Conseil d'Administration peuvent être prises valablement par voie circulaire si elles sont signées et approuvées par écrit par tous les Administrateurs personnellement (résolution circulaire). Cette approbation peut résulter d'un seul ou de plusieurs documents séparés transmis par fax ou e-mail. Ces décisions auront le même effet et la même validité que des décisions votées lors d'une réunion du Conseil d'Administration, dûment convoqué. La date de ces résolutions doit être la date de la dernière signature.

10.8 Les votes pourront également s'exprimer par tout autre moyen généralement quelconque tels que fax, e-mail ou par téléphone, dans cette dernière hypothèse, le vote devra être confirmé par écrit.

10.9 Les procès-verbaux des réunions du Conseil d'Administration sont signés par tous les membres présents aux séances. Des extraits seront certifiés par le président du Conseil d'Administration ou par deux Administrateurs.

11. Pouvoirs généraux du conseil d'administration. Le Conseil d'Administration ou l'Administrateur Unique est investi des pouvoirs les plus larges de passer tous actes d'administration et de disposition dans l'intérêt de la Société. Tous pouvoirs que la loi ne réserve pas expressément à l'assemblée générale des actionnaires sont de la compétence du Conseil d'Administration.

12. Délégation de pouvoirs.

12.1 Le Conseil d'Administration ou l'Administrateur Unique pourra déléguer ses pouvoirs relatifs à la gestion journalière des affaires de la Société et à la représentation de la Société pour la conduite journalière des affaires, à un ou plusieurs membres du Conseil d'Administration, directeurs, gérants et autres agents, associés ou non, agissant à telles conditions et avec tels pouvoirs que le Conseil déterminera.

12.2 Le Conseil d'Administration ou l'Administrateur Unique pourra également conférer tous pouvoirs et mandats spéciaux à toutes personnes qui n'ont pas besoin d'être Administrateurs, nommer et révoquer tous fondés de pouvoirs et employés, et fixer leurs émoluments.

13. Représentation de la société. Envers les tiers, en toutes circonstances, la Société sera engagée, en cas d'Administrateur Unique, par la signature unique de son Administrateur Unique ou, en cas de pluralité d'administrateurs, par la seule signature d'un administrateur A ou par la signature conjointe d'un administrateur A et un administrateur B, ou par la signature unique de toute personne à qui le pouvoir de signature aura été délégué par un Administrateur A et un administrateur B ou par l'Administrateur Unique de la Société, mais seulement dans les limites de ce pouvoir.

14. Commissaire aux comptes.

14.1. La société est surveillée par un ou plusieurs commissaires nommés par l'assemblée générale.

14.2. La durée du mandat de commissaire est fixée par l'assemblée générale. Elle ne pourra cependant dépasser six années.

Titre V - Assemblée générale des actionnaires

15. Pouvoirs de l'assemblée générale des actionnaires.

15.1 S'il y a seulement un actionnaire, l'actionnaire unique assure tous les pouvoirs conférés à l'assemblée générale des actionnaires et prend les décisions par écrit.

15.2 En cas de pluralité d'actionnaires, l'assemblée générale des actionnaires représente tous les actionnaires de la Société. Elle a les pouvoirs les plus étendus pour ordonner, exécuter ou ratifier tous les actes relatifs à l'activité de la Société.

15.3 Toute assemblée générale sera convoquée par voie de lettres recommandées envoyées à chaque actionnaire nominatif au moins quinze jours avant l'assemblée. Lorsque tous les actionnaires sont présents ou représentés et s'ils déclarent avoir pris connaissance de l'agenda de l'assemblée, ils pourront renoncer aux formalités préalables de convocation ou de publication.

15.4 Un actionnaire peut être représenté à l'assemblée générale des actionnaires en nommant par écrit (ou par fax ou par e-mail ou par tout moyen similaire) un mandataire qui ne doit pas être un actionnaire et est par conséquent autorisé à voter par procuration.

15.5 Les actionnaires sont autorisés à participer à une assemblée générale des actionnaires par visioconférence ou par des moyens de télécommunications permettant leur identification et sont considérés comme présent, pour les conditions de quorum et de majorité. Ces moyens doivent satisfaire à des caractéristiques techniques garantissant une participation effective à l'assemblée dont les délibérations sont retransmises de façon continue.

15.6 Sauf dans les cas déterminés par la loi ou les Statuts, les décisions prises par l'assemblée ordinaire des actionnaires sont adoptées à la majorité simple des voix, quelle que soit la portion du capital représentée.

15.7 Une assemblée générale extraordinaire des actionnaires convoquée aux fins de modifier une disposition des Statuts ne pourra valablement délibérer que si au moins la moitié du capital est présente ou représentée et que l'ordre du jour indique les modifications statutaires proposées.

15.8 Cependant, la nationalité de la Société peut être changée et l'augmentation ou la réduction des engagements des actionnaires ne peuvent être décidés qu'avec l'accord unanime des actionnaires et sous réserve du respect de toute autre disposition légale.

16. Lieu et Date de l'assemblée générale ordinaire des actionnaires. L'assemblée générale annuelle des actionnaires se réunit chaque année dans la Ville de Luxembourg, à l'endroit indiqué dans les convocations le premier vendredi du mois de mai, à 14.00 heures, et pour la première fois en 2011.

17. Autres assemblées générales. Tout Administrateur peut convoquer d'autres assemblées générales. Une assemblée générale doit être convoquée sur la demande d'actionnaires représentant le cinquième du capital social.

18. Votes. Chaque action donne droit à une voix. Un actionnaire peut se faire représenter à toute assemblée générale des actionnaires, y compris l'assemblée générale annuelle des actionnaires, par une autre personne désignée par écrit.

Titre VI - Année sociale, Répartition des bénéfices

19. Année sociale.

19.1 L'année sociale commence le premier janvier et fini le trente et un décembre de chaque année, sauf pour la première année sociale qui commence au jour de la constitution de la Société et qui se termine au 31 décembre 2010 .

19.2 Le Conseil d'Administration établit le bilan et le compte de profits et pertes. Il remet les pièces avec un rapport sur les opérations de la Société, un mois au moins avant l'assemblée générale ordinaire des actionnaires, aux réviseurs d'entreprises qui commenteront ces documents dans leur rapport.

20. Répartition des bénéfices.

20.1 Chaque année cinq pour cent au moins des bénéfices nets sont prélevés pour la constitution de la réserve légale. Ce prélèvement cesse d'être obligatoire lorsque et aussi longtemps que la réserve aura atteint dix pour cent du capital social.

20.2 Après dotation à la réserve légale, l'assemblée générale des actionnaires décide de la répartition et de la distribution du solde des bénéfices nets.

20.3 Le Conseil d'Administration est autorisé à verser des acomptes sur dividendes en se conformant aux conditions prescrites par la loi.

Titre VII - Dissolution, Liquidation

21. Dissolution, Liquidation.

21.1 La Société peut être dissoute par une décision de l'assemblée générale des actionnaires, délibérant dans les mêmes conditions que celles prévues pour la modification des Statuts.

21.2 Lors de la dissolution de la Société, la liquidation s'effectuera par les soins d'un ou de plusieurs liquidateurs, nommés par l'assemblée générale des actionnaires.

21.3 A défaut de nomination de liquidateurs par l'assemblée générale des actionnaires, les Administrateurs ou l'Administrateur Unique seront considérés comme liquidateurs à l'égard des tiers.

Titre VIII - Loi Applicable

22. Loi Applicable. La loi du 10 août 1915 et ses modifications ultérieures trouveront leur application partout où il n'y a pas été dérogé par les présents Statuts.

Souscription et Libération

Les Statuts de la Société ayant ainsi été arrêtés, les 310 (trois cent dix) actions ont été souscrites comme suit:

1) Alexandre BARDOT	152 actions
2) Florence DAGES	158 actions
TOTAL:	310 actions

Toutes les actions ont été intégralement libérées par des versements en numéraire de sorte que la somme de EUR 31.000,- (trente et un mille Euros) se trouve dès à présent à la libre disposition de la Société, ainsi qu'il en a été justifié au notaire.

Déclaration

Le notaire rédacteur de l'acte déclare avoir vérifié l'existence des conditions énumérées à l'article 26 de la loi du 10 août 1915 sur les sociétés commerciales, et en constate expressément l'accomplissement.

Estimation des frais

Le montant des frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge à raison de sa constitution, est évalué à mille huit cents Euros

Première assemblée générale extraordinaire

Immédiatement après la constitution de la Société, les actionnaires, représentant l'intégralité du capital social et se considérant dûment convoqués, se sont réunis en assemblée générale et ont pris, à l'unanimité, les décisions suivantes:

1. L'adresse de la Société est fixée au L-1148 Luxembourg, 16, Rue Jean Aveugle.

2. Sont nommés administrateurs pour un mandat expirant lors de l'assemblée générale annuelle des actionnaires de l'année 2015:

ADMINISTRATEUR A:

a) Madame Florence DAGES, expert comptable, née à Paris (France) le 13 février 1975, demeurant à CH-1270 Trelex (Suisse), 16, Chemin du Couchant;

ADMINISTRATEURS B:

b) Monsieur Alexandre BARDOT, juriste, né à Troyes (France) le 7 octobre 1972, demeurant à CH-1270 Trelex (Suisse), 16, Chemin du Couchant;

c) Monsieur Oliver CHAPPAZ, avocat, né à Genève (Suisse) le 22 mai 1975, demeurant à CH-1247 Anières (Suisse), 19, Chemin des Avalions.

3.- Est appelée aux fonctions de commissaire pour la même période:

la société REVICONSULT S.à R.L., ayant son siège social à L-1148 Luxembourg, 16, Rue Jean Aveugle.

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

Et après lecture, la comparante prémentionnée, connue par le notaire par ses noms, prénoms, état civil et résidence, a signé avec le notaire instrumentant le présent acte.

Signé: H. JANSSEN, J. ELVINGER

Enregistré à Luxembourg A.C. le 23 avril 2010. Relation: LAC/2010/17777. Reçu soixante-quinze euros (75.-€)

Le Receveur (signé): Francis SANDT.

Référence de publication: 2010063820/221.

(100062659) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mai 2010.

Sensata Management Company S.A., Société Anonyme.

Siège social: L-5365 Munsbach, 9A, Parc d'Activité Syrdall.

R.C.S. Luxembourg B 114.569.

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La Société a été constituée suivant acte reçu par Maître Joseph Elvinger, notaire de résidence à Luxembourg, en date du 8 février 2006, publié au Mémorial C, Recueil des Sociétés et Associations n°979 du 18 mai 2006.

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

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

Sensata Management Company S.A.

Signature

Référence de publication: 2010061840/13.

(100060559) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

R.S.K. Expertises S.à r.l., Société à responsabilité limitée.

Siège social: L-9654 Gruemmelscheid, 39, Duerfstrooss.

R.C.S. Luxembourg B 113.084.

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Les comptes annuels au 31/12/2009 ont été déposés, dans leur version abrégée, au registre de commerce et des sociétés de Luxembourg conformément à l'art. 79(1) de la loi du 19/12/2002.

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

Mandataire

Référence de publication: 2010061843/11.

(100061218) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

N.C.J. Participation, Société Anonyme.

Siège social: L-8437 Steinfort, 62, rue de Koerich.

R.C.S. Luxembourg B 86.774.

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Les comptes annuels au 31/12/2007 ont été déposés, dans leur version abrégée, au registre de commerce et des sociétés de Luxembourg conformément à l'art. 79(1) de la loi du 19/12/2002.

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

Mandataire

Référence de publication: 2010061851/11.

(100061217) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Revista Holding S.A., Société Anonyme.

Siège social: L-1637 Luxembourg, 1, rue Goethe.

R.C.S. Luxembourg B 104.480.

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Extrait des résolutions prises par l'associé unique, en date du 28 avril 2010:

- l'associé unique constate la nomination par le conseil d'administration de Monsieur Marc Schintgen en qualité de Président du conseil d'administration;

- l'associé unique accepte la démission de Kitz S.A. (qui a entretemps changé sa forme de société en société à responsabilité limitée) de son poste d'administrateur avec effet immédiat;

- l'associé unique décide de nommer Madame Stéphanie Marion, résidant professionnellement à L-1637 Luxembourg, 1 rue Goethe comme nouvel administrateur de la société pour une période de 6 ans jusqu'à l'issue de l'assemblée générale ordinaire statuant sur les comptes de l'année 2015;

- l'associé unique décide de reconduire les mandats des autres administrateurs et du commissaire aux comptes pour une période de 6 ans prenant fin à la date de la tenue de l'assemblée générale ordinaire statuant sur les comptes de l'exercice 2015.

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

Référence de publication: 2010062711/19.

(100061527) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mai 2010.

Miraki Group S.A., Société Anonyme.

Siège social: L-1371 Luxembourg, 7, Val Sainte Croix.

R.C.S. Luxembourg B 145.866.

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Les comptes de dissolution au 1 er avril 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2010061852/10.

(100060502) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Maristella S.A., Société Anonyme.

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

R.C.S. Luxembourg B 131.068.

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Les comptes annuels au 31.12.2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 13 avril 2010.

SG AUDIT SARL

Référence de publication: 2010061853/11.

(100060931) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Magna Invest Corporation S.A., Société Anonyme.

Siège social: L-1461 Luxembourg, 27, rue d'Eich.

R.C.S. Luxembourg B 99.472.

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Les comptes annuels au 31 décembre 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg le 3 mai 2010.

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

Pour la société

Signature

Un mandataire

Référence de publication: 2010061854/13.

(100060946) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

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

Siège social: L-2636 Luxembourg, 12, rue Léon Thyes.

R.C.S. Luxembourg B 87.085.

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Par la présente, nous vous informons que Monsieur Roeland Pels a démissionné de son poste de gérant avec effet au 22 janvier 2010.

Luxembourg, le 26 avril 2010.

Pour Vistra (Luxembourg) S.à r.l.

Société domiciliataire

Frank Walenta / Marjoleine van Oort

Référence de publication: 2010061984/13.

(100060810) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Rom1 S.A., Société Anonyme.

Siège social: L-1145 Luxembourg, 180, rue des Aubépines.

R.C.S. Luxembourg B 109.724.

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Par décision du Conseil d'administration du 18 mars 2010, conformément à l'article 64-2 de la loi modifiée du 10 août 1915 concernant les sociétés commerciales, Monsieur Jean BODONI, a été nommé Président du Conseil d'administration.

Par décision de l'assemblée générale ordinaire tenue extraordinairement le 28 avril 2010, les mandats des administrateurs Jean BODONI dont la nouvelle adresse professionnelle est 69, route d'Esch, L-2953 Luxembourg, Gabor KACSOH et Guy KETTMANN, ainsi que celui du commissaire aux comptes AUDIT TRUST S.A. ont été renouvelés pour une durée prenant fin à l'issue de l'assemblée générale annuelle de l'an 2011.

Luxembourg, le 29 avril 2010.

Pour: ROM1 S.A.
Société Anonyme
Experta Luxembourg
Société Anonyme
Catherine Day-Royemans / Mireille Wagner
Vice-President / -

Référence de publication: 2010062004/20.

(100060891) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Milano Properties and Investments S.A., Société Anonyme.

Siège social: L-2220 Luxembourg, 560A, rue de Neudorf.

R.C.S. Luxembourg B 112.728.

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Le bilan au 31 décembre 2009 a été déposé au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 3 mai 2010.

Référence de publication: 2010061855/10.

(100061257) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Lux S.A., Société Anonyme.

Siège social: L-1930 Luxembourg, 54, avenue de la Liberté.

R.C.S. Luxembourg B 147.409.

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

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

LUX S.A.

Référence de publication: 2010061857/10.

(100060985) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Lumele S.A., Société Anonyme.

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

R.C.S. Luxembourg B 15.810.

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Le bilan au 31 décembre 2009 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 30 avril 2010.
POUR LE CONSEIL D'ADMINISTRATION
Signature

Référence de publication: 2010061858/12.

(100061093) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

LDV Management II S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 106.593.

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Le bilan au 31 décembre 2008 a été déposé au registre de commerce et des sociétés de Luxembourg le 3 mai 2010.

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

Référence de publication: 2010061860/9.

(100060954) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Lago Invest S.A., Société Anonyme.

Siège social: L-1469 Luxembourg, 67, rue Ermesinde.

R.C.S. Luxembourg B 109.901.

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

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

Mandataire

Référence de publication: 2010061861/10.

(100060691) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Kalia S.A., Société Anonyme.

Siège social: L-3450 Dudelange, 28, rue du Commerce.

R.C.S. Luxembourg B 58.703.

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Les comptes annuels au 31.12.2007 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2010061862/9.

(100061235) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Toiture Ludwig S.à r.l., Société à responsabilité limitée.

Siège social: L-6633 Wasserbillig, 21, route de Luxembourg.

R.C.S. Luxembourg B 141.068.

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Im Jahre zwei tausend zehn, den siebenundzwanzigsten April.

Vor dem unterzeichneten Henri BECK, Notar mit dem Amtssitze in Echternach (Grossherzogtum Luxemburg).

IST ERSCHIENEN:

Herr Walter LUDWIG, Zimmerermeister, wohnhaft in D-54413 Rascheid, Schulstrasse 13.

Welcher Komparent erklärte dass er der alleinige Anteilhaber der Gesellschaft mit beschränkter Haftung TOITURE LUDWIG S.à r.l. ist, mit Sitz in L-6684 Mertert, 7, rue du Parc, eingetragen beim Handels- und Gesellschaftsregister Luxemburg unter der Nummer B 141.068 (NIN 2008 2434 152).

Dass besagte Gesellschaft gegründet wurde zufolge Urkunde aufgenommen durch den amtierenden Notar am 22. August 2008, veröffentlicht im Mémorial C, Recueil des Sociétés et Associations Nummer 2220 vom 11. September 2008.

Dass das Gesellschaftskapital sich auf zwölf tausend fünf hundert Euro (€ 12.500.-) beläuft, eingeteilt in ein hundert (100) Anteile von je ein hundert fünfundzwanzig Euro (€ 125.-), alle zugeteilt Herrn Walter LUDWIG.

Alsdann ersuchte der Komparent den amtierenden Notar Nachstehendes zu beurkunden wie folgt:

Erster Beschluss

Der alleinige Gesellschafter beschliesst den Sitz der Gesellschaft von Mertert nach Wasserbillig zu verlegen, und demgemäss den ersten Absatz von Artikel 3 der Statuten wie folgt abzuändern:

Art. 3. (Absatz 1). Der Sitz der Gesellschaft befindet sich in Wasserbillig.

Zweiter Beschluss

Der alleinige Gesellschafter legt die genaue Anschrift der Gesellschaft wie folgt fest: L-6633 Wasserbillig, 21, route de Luxembourg,

WORÜBER URKUNDE, aufgenommen in Echternach, am Datum wie eingangs erwähnt.

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

Gezeichnet: W. LUDWIG, Henri BECK.

Enregistré à Echternach, le 30 avril 2010. Relation: ECH/2010/612. Reçu soixante-quinze euros (75,00 €).

Le Receveur (signé): J.-M. MINY.

FÜR GLEICHLAUTENDE AUSFERTIGUNG, auf Begehr erteilt, zwecks Hinterlegung auf dem Handels- und Gesellschaftsregister.

Echternach, den 3. Mai 2010.

Référence de publication: 2010062191/35.

(100061287) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mai 2010.

JB Construction S.A., Société Anonyme.

Siège social: L-8399 Windhof (Koerich), 9, rue des Trois Cantons.

R.C.S. Luxembourg B 128.848.

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Les comptes annuels au 31/12/2009 ont été déposés, dans leur version abrégée, au registre de commerce et des sociétés de Luxembourg conformément à l'art. 79(1) de la loi du 19/12/2002.

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

Mandataire

Référence de publication: 2010061863/11.

(100061216) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Jawer Consulting S.A., Société Anonyme.

Siège social: L-1941 Luxembourg, 241, route de Longwy.

R.C.S. Luxembourg B 54.164.

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Les comptes annuels au 31 décembre 2007 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2010061864/10.

(100061129) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Ivywood Consultants Limited S.àr.l., Société à responsabilité limitée.

Siège social: L-3450 Dudelange, 28, rue du Commerce.

R.C.S. Luxembourg B 130.948.

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Les comptes annuels au 31.12.2007 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2010061865/9.

(100061234) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

IKM S.A., Société Anonyme.

Siège social: L-1140 Luxembourg, 45-47, route d'Arlon.

R.C.S. Luxembourg B 111.156.

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Les comptes annuels au 31.12.2006 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2010061866/10.

(100060873) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Taylor Woodrow Construction Luxembourg Branch, Succursale d'une société de droit étranger.

Adresse de la succursale: L-1148 Luxembourg, 24, rue Jean l'Aveugle.

R.C.S. Luxembourg B 108.865.

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Extrait de la décision du procès verbal du conseil d'administration de la société qui s'est tenue en date du 8 août 2009 à 10h00, à Astral House, Imperial Way, Watford , Hertfordshire.

A l'unanimité, il est décidé de transférer le siège social de la société du 7 Rue Pierre d'Aspelt, L-1142 Luxembourg au 24 rue Jean l'Aveugle, L-1148 Luxembourg.

Pour extrait conforme

Signature

Domiciliataire

Référence de publication: 2010062012/14.

(100060980) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Cathom Holdings S.A., Société Anonyme.

Siège social: L-1637 Luxembourg, 1, rue Goethe.

R.C.S. Luxembourg B 61.085.

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

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

Référence de publication: 2010061890/9.

(100061212) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Casiopea Ré S.A., Société Anonyme.

Siège social: L-1946 Luxembourg, 26, rue Louvigny.

R.C.S. Luxembourg B 28.154.

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

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

Pour la Société

Référence de publication: 2010061891/10.

(100061116) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

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

(anc. Lux Traiding S.à r.l.).

Siège social: L-1945 Luxembourg, 4-6, rue de la Loge.

R.C.S. Luxembourg B 112.403.

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L'an deux mille dix, le vingt-deux avril.

Pardevant Maître Jean SECKLER, notaire de résidence à Junglinster, (Grand-Duché de Luxembourg), soussigné;

ONT COMPARU:

1. Monsieur Christian BODILSEN, indépendant, né à Aarhus (Danemark), le 10 avril 1979, demeurant à L-7372 Lorentzweiler, 52C, route de Luxembourg

2. Madame Fabienne GOULON, employée privée, née à Metz (France), le 2 décembre 1979, demeurant à F-57100 Thionville, 4, avenue Vauban.

Lesquels comparants ont requis le notaire instrumentaire d'acter ce qui suit:

- Que la société à responsabilité limitée ("LUX TRAIDING S.à r.l.") établie et ayant son siège social à L-8255 Mamer, 46, rue Mont Royal, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 112403, (la "Société"), a été constituée suivant acte reçu par Maître Henri BECK, notaire de résidence à Echternach, en date du 16 novembre 2005, publié au Mémorial C, Recueil Spécial des Sociétés et Associations, numéro 484 du 7 mars 2006,

et que les statuts ont été modifiés suivant acte reçu par ledit notaire Henri BECK, en date du 31 octobre 2006, publié au Mémorial C, Recueil Spécial des Sociétés et Associations, numéro 23 du 22 janvier 2007.

- Que le comparant sub 1) est le seul et unique associé actuel de la Société et que les comparants se sont réunis en assemblée générale extraordinaire (l'"Assemblée") et ont pris à l'unanimité, sur ordre du jour conforme, les résolutions suivantes:

Première résolution

Monsieur Christian BODILSEN, préqualifié, cède par les présentes cinquante (50) parts sociales à Madame Fabienne GOULON, préqualifiée, au prix de 6.250,- EUR, ce dont quittance.

Le cédant reconnaît dès ce jour ne plus avoir de droits, droit de propriété ou quelconque intérêt dans les parts sociales cédées.

Cette cession de parts sociales est dûment acceptée pour compte de la Société par Monsieur Christian BODILSEN, en sa qualité de gérant, en conformité avec l'article 1690 du Code civil, respectivement l'article 190 de la loi du 10 août 1915 sur les sociétés commerciales.

La cessionnaire est propriétaire des parts sociales lui cédées à partir d'aujourd'hui et elle a droit à partir de ce jour aux revenus et bénéfices dont ces parts seront productives à compter de ce jour et elle sera subrogée dans tous les droits et obligations attachés aux parts sociales présentement cédées.

Elle reconnaît en outre avoir une parfaite connaissance des statuts et de la situation financière de la Société.

Deuxième résolution

L'Assemblée décide une refonte complète des statuts en langue française en abandonnant la version allemande des statuts de la Société, avec notamment les changements suivants:

- changement de la dénomination sociale en "BRIDAN S.à r.l.";
- transfert du siège social dans la commune de Luxembourg à L-1945 Luxembourg, 4-6, rue de la Loge;
- modification de changer l'objet social comme suit:

"La Société à pour objet l'exploitation d'un café avec débit de boissons alcooliques et non-alcooliques.

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

La Société peut accomplir toutes opérations généralement quelconques, commerciales, industrielles, financières, mobilières ou immobilières, se rapportant directement ou indirectement, à son objet social."

Troisième résolution

Suite aux résolutions précédentes, l'Assemblée générale décide que les statuts de la Société auront dorénavant la teneur suivante:

"Titre I er . - Dénomination - Objet - Durée -Siège social

Art. 1 er . Il existe une société à responsabilité limitée dénommée "BRIDAN S.à r.l.", (ci-après la "Société"), régie par les présents statuts (les "Statuts") ainsi que par les lois respectives et plus particulièrement par la loi modifiée du 10 août 1915 sur les sociétés commerciales.

Art. 2. La Société à pour objet l'exploitation d'un café avec débit de boissons alcooliques et non-alcooliques.

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

La Société peut accomplir toutes opérations généralement quelconques, commerciales, industrielles, financières, mobilières ou immobilières, se rapportant directement ou indirectement, à son objet social.

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

Art. 4. Le siège social est établi dans la commune de Luxembourg (Grand-Duché de Luxembourg). Il pourra être transféré par simple décision de la gérance à tout autre endroit de la commune du siège.

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

Titre II. - Capital social - Parts sociales

Art. 5. Le capital social est fixé à douze mille cinq cents euros (12.500,- EUR), représenté par cent (100) parts sociales de cent vingt-cinq euros (125,- EUR) chacune, intégralement libérées.

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

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

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

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

Art. 7. Chacun des associés aura la faculté de dénoncer sa participation moyennant préavis de six mois à donner par lettre recommandée à ses co-associés.

Art. 8. Le décès, l'interdiction, la faillite ou la déconfiture de l'un des associés ne mettent pas fin à la Société.

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

Titre III. - Administration et Gérance

Art. 9. La Société est administrée par un ou plusieurs gérants, associés ou non, nommés et révocables à tout moment par l'assemblée générale qui fixe leurs pouvoirs et leurs rémunérations.

Art. 10. Chaque associé peut participer aux décisions collectives quel que soit le nombre de parts qui lui appartiennent. Chaque associé a un nombre de voix égal au nombre de parts sociales qu'il possède et peut se faire valablement représenter aux assemblées par un porteur de procuration spéciale.

Art. 11. Les décisions collectives ne sont valablement prises que pour autant qu'elles sont adoptées par les associés représentant plus de la moitié du capital social.

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

Art. 12. Lorsque la Société ne comporte qu'un seul associé, les pouvoirs attribués par la loi ou les Statuts à l'assemblée générale sont exercés par l'associé unique.

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

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

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

Art. 13. Le ou les gérants ne contractent, en raison de leur fonction, aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société; simples mandataires, ils ne sont responsables que de l'exécution de leur mandat.

Art. 14. 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. 15. Tout associé peut prendre au siège social de la Société communication de l'inventaire et du bilan.

Art. 16. 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 légale jusqu'à ce que celui-ci ait atteint dix pour cent du capital social.

Une partie du bénéfice disponible pourra être attribuée à titre de gratification aux gérants par décision des associés.

Art. 17. L'année sociale commence le premier janvier et finit le trente et un décembre.

Titre IV. - Dissolution - Liquidation

Art. 18. Lors de la dissolution de la Société, la liquidation sera faite par un ou plusieurs liquidateurs, associés ou non, nommés par les associés qui en fixeront les pouvoirs et les émoluments.

Titre V. - Dispositions générales

Art. 19. La loi du 10 août 1915 sur les sociétés commerciales et ses modifications ultérieures trouveront leur application partout où il n'y est pas dérogé par les Statuts."

Quatrième résolution

L'Assemblée procède à une restructuration de la gérance et à cet effet, nomme, pour une durée indéterminée:

- l'actuel gérant unique Monsieur Christian BODILSEN, préqualifié, à la fonction de gérant administratif, et

- Monsieur Matthieu TANGUY, indépendant, né à Paimpol (France), le 17 février 1974, demeurant à F-57100 Thionville, 4, avenue Vauban, à la fonction de gérant technique.

Cinquième résolution

L'Assemblée décide, pour autant que de besoin, de modifier, respectivement de compléter, les données inscrites au Registre de Commerce et des Sociétés dans le chef de Monsieur Christian BODILSEN eu égard à ses fonctions d'associé et de gérant (administratif).

Sixième résolution

L'Assemblée décide de fixer le pouvoir de signature des gérants comme suit:

"Jusqu'à concurrence de 1.250,- EUR, la Société peut être valablement engagée par la signature individuelle d'un gérant; pour tout engagement dépassant cette contre-valeur la signature conjointe du gérant technique et du gérant administratif est nécessaire."

Frais

Le montant total des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la société, ou qui sont mis à sa charge à raison des présentes, s'élève approximativement à la somme de mille euros.

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

Et après lecture faite et interprétation donnée aux comparants, tous connus du notaire par leurs noms, prénoms usuels, états et demeures, ils ont tous signé avec Nous notaire le présent acte.

Signé: BODILSEN - GOULON - J. SECKLER.

Enregistré à Grevenmacher, le 26 avril 2010. Relation GRE/2010/1423. Reçu Soixante-quinze euros 75,- €

Le Receveur (signé): G. SCHLINK.

POUR EXPEDITION CONFORME, délivrée;

Junglinster, le 5 mai 2010.

Référence de publication: 2010064511/143.

(100062599) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mai 2010.

Cz2 Land S.à r.l., Société à responsabilité limitée.

Siège social: L-2132 Luxembourg, 2-4, avenue Marie-Thérèse.

R.C.S. Luxembourg B 128.442.

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Les comptes annuels au 31 décembre 2007 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2010061893/10.

(100061184) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Cz2 Land S.à r.l., Société à responsabilité limitée.

Siège social: L-2132 Luxembourg, 2-4, avenue Marie-Thérèse.

R.C.S. Luxembourg B 128.442.

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

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

Signature.

Référence de publication: 2010061894/10.

(100061182) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Edison Participations S.à r.l., Société à responsabilité limitée.

Siège social: L-2763 Luxembourg, 12, rue Sainte Zithe.

R.C.S. Luxembourg B 152.810.

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STATUTS

L'an deux mille dix, le vingt avril.

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

A COMPARU:

- EDISON INVESTISSEMENTS SPF S.A., Société anonyme de Patrimoine Familial ayant son siège social au 12, rue Sainte Zithe, L-2763 Luxembourg, immatriculée au Registre de Commerce et des Sociétés sous le numéro B151.773.

représentée par Mademoiselle Sue Metzler, employée, demeurant professionnellement à Luxembourg, en vertu d'une procuration sous seing privé établies à Luxembourg en date du 19 avril 2010.

Laquelle procuration restera, après avoir été signée "ne varietur" par le comparant et le notaire instrumentant, annexées aux présentes pour être formalisée avec elles.

Lesquel comparants a déclaré constituer par les présentes une société à responsabilité limitée régie par la loi luxembourgeoise sur les sociétés commerciales du 10 août 1915, telle que modifiée, et les présents statuts:

A. Objet social - Durée - Dénomination - Siège Social

Art. 1 er . Il est formé entre les associés souscripteurs et tous ceux qui deviendront associés par la suite une société en la forme d'une société à responsabilité limitée qui prend la dénomination de "Edison Participations S.à r.l." (ci-après la "Société").

Art. 2. L'objet de la Société est l'acquisition, la détention, l'administration et la prise de participations, sous quelque forme que ce soit, dans des sociétés luxembourgeoises ou étrangères et toutes autres formes de placements, l'acquisition par achat, souscription ou toute autre manière ainsi que l'aliénation par vente, échange ou toute autre manière de valeurs mobilières de toutes espèces et la gestion, le contrôle et la mise en valeur de ces participations.

La Société peut également garantir, accorder des prêts à ou assister autrement les sociétés dans lesquelles elle détient une participation directe ou indirecte.

Elle pourra exercer toutes activités commerciales, industrielles ou financières estimées utiles à l'accomplissement de son objet, en restant dans les limites de la loi modifiée du 10 août 1915 concernant les sociétés commerciales.

Art. 3. La Société est constituée pour une durée illimitée.

Art. 4. Le siège social est établi à Luxembourg.

Il peut être transféré en tout autre endroit du Grand-Duché de Luxembourg par une délibération de l'assemblée générale extraordinaire des associés délibérant comme en matière de modifications des statuts.

B. Capital social - Actions

Art. 6. Le capital social est fixé à la somme de quinze mille euros (EUR 15.000) représenté par cent cinquante (150) parts sociales, d'une valeur nominale de cent euros (EUR 100,-) chacune.

Chaque part sociale donne droit à une voie lors des assemblées générale ordinaire ou extraordinaires.

Art. 7. Le capital peut être modifié à tout moment par une décision de l'assemblée générale des associés rassemblant au moins les trois quart du capital social.

Art. 8. Les parts sociales sont indivisibles à l'égard de la Société qui ne reconnaît qu'un seul propriétaire pour chacune d'elles. Les copropriétaires indivis de parts sociales doivent désigner une seule personne qui les représente auprès de la Société.

Art. 9. Les parts sociales sont librement cessibles entre associés. Les parts sociales ne peuvent être cédées entre vifs à des non-associés qu'avec l'agrément donné en assemblée générale des associés représentant au moins les trois quarts du capital social.

En cas de décès d'un associé, les parts sociales de ce dernier ne peuvent être transmises à des non-associés que moyennant l'agrément, donné en assemblée générale, des associés représentant les trois quarts des parts appartenant aux associés survivants. Dans ce dernier cas cependant, le consentement n'est pas requis lorsque les parts sont transmises, soit à des ascendants ou descendants, soit au conjoint survivant.

Art. 10. Le décès, l'interdiction, la faillite ou la déconfiture de l'un des associés ne met pas fin à la Société.

Art. 11. Les créanciers, ayants-droit ou héritiers ne pourront, pour quelque motif que ce soit, apposer des scellés sur les biens et documents de la Société.

C. Gérance

Art. 12. La Société est gérée par un ou plusieurs gérants qui n'ont pas besoin d'être associés.

Le(s) gérant(s) est/sont nommé(s) par l'assemblée générale, qui fixe la durée de leur mandat. Les gérants ne peuvent être révoqués que pour de justes motifs.

La Société est engagée en toutes circonstances par la signature du gérant unique, ou lorsqu'il y a plusieurs gérants, par la seule signature d'un des membres du conseil de gérance ou la seule signature de toute personne à laquelle pareils pouvoirs de signature auront été délégués par le gérant unique / conseil de gérance.

Le gérant unique / conseil de gérance peut accorder des pouvoirs spéciaux par procuration notariée ou sous seing privé.

Art. 13. Si la Société est gérée par un conseil de gérance, celui-ci choisira parmi ses membres un président, et le cas échéant un vice président. Il pourra également choisir un secrétaire, qui n'a pas besoin d'être gérant, et qui sera en charge de la tenue des procès-verbaux des réunions du conseil de gérance.

Vis-à-vis des tiers, le conseil de gérance a les pouvoirs les plus étendus pour agir au nom de la Société en toutes circonstances et pour faire autoriser tous les actes et opérations relatifs à son objet.

Le conseil de gérance se réunira sur convocation d'un des gérants au lieu indiqué dans l'avis de convocation. Le président présidera toutes les réunions du conseil de gérance; en son absence le conseil de gérance pourra désigner à la

majorité des personnes présentes à cette réunion un autre gérant pour assumer la présidence pro tempore de ces réunions.

Avis écrit de toute réunion du conseil de gérance sera donné aux gérants au moins vingt-quatre heures avant la date prévue pour la réunion, sauf s'il y a urgence, à apprécier de bonne foi par le Président, auquel cas la nature et les motifs de cette urgence seront mentionnés dans l'avis de convocation. Il pourra être passé outre à cette convocation à la suite de l'assentiment de chaque gérant par écrit ou par télégramme, télécopieur ou tout autre moyen de communication similaire. Une convocation spéciale ne sera pas requise pour une réunion du conseil de gérance se tenant à une heure et un endroit déterminés dans une résolution préalablement adoptée par le conseil de gérance.

Tout gérant pourra se faire représenter à toute réunion du conseil de gérance en désignant par écrit ou par télégramme ou télécopie un autre gérant comme son mandataire. Un gérant peut remplacer plus d'un de ses collègues.

Tout gérant peut participer à une réunion du conseil de gérance par conférence téléphonique, par vidéoconférence ou par d'autres moyens de communication similaires où toutes les personnes prenant part à cette réunion peuvent s'entendre les unes les autres. La participation à une réunion par ces moyens équivaut à une présence en personne à une telle réunion.

Le conseil de gérance ne pourra délibérer ou agir valablement que si tous les gérants sont présents ou représentés à la réunion du conseil de gérance (en ce compris par conférence téléphonique, par vidéoconférence ou par d'autres moyens de communication similaires). Les décisions sont prises à la majorité des voix des gérants présents ou représentés à cette réunion.

Le conseil de gérance pourra, à l'unanimité, prendre des résolutions par voie circulaire en exprimant son approbation au moyen d'un ou de plusieurs écrits ou par télégramme, télécopieur ou tout autre moyen de communication similaire, le tout constituant le procès-verbal faisant preuve de la décision intervenue.

Art. 14. Les procès-verbaux de toutes les réunions du conseil de gérance seront signés par le Président, ou en son absence, par le vice président ou par un gérant. Les copies ou extraits des procès-verbaux destinés à servir en justice ou ailleurs seront signés par le Président ou par un gérant.

Art. 15. Le décès d'un gérant ou sa démission, pour quelque motif que ce soit, n'entraîne pas la dissolution de la Société.

Art. 16. 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.

D. Décisions de l'associé unique
Décisions collectives des associés

Art. 17. Chaque associé peut participer aux décisions collectives quel que soit le nombre de parts qui lui appartiennent. Chaque associé a un nombre de voix égal au nombre de parts qu'il possède ou représente.

Art. 18. Les décisions collectives ne sont valablement prises que pour autant qu'elles aient été adoptées par des associés représentant plus de la moitié du capital social.

Toutes modifications des statuts sont décidées à la majorité des associés représentant au moins les trois quarts du capital social.

Art. 19. L'associé unique exerce les pouvoirs dévolus à l'assemblée des associés par les dispositions de la section XII de la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée.

E. Année sociale - Bilan - Répartition

Art. 20. L'année sociale commence le 1 er janvier et se termine le 31 décembre de chaque année.

Art. 21. Chaque année, au 31 décembre, les comptes sont arrêtés et les gérants dressent un inventaire comprenant l'indication des valeurs actives et passives de la société. Tout associé peut prendre communication au siège social de l'inventaire et du bilan.

Art. 22. Sur le bénéfice net, il est prélevé cinq pour cent (5%) pour la constitution d'un fonds de réserve jusqu'à ce que celui-ci atteigne dix pour cent (10%) du capital social. Le solde est à la libre disposition de l'assemblée générale. Des acomptes sur dividendes pourront être versés en conformité avec les conditions prévues par la loi.

F. Dissolution - Liquidation

Art. 23. En cas de dissolution de la Société, la liquidation sera faite par le ou les gérant(s) en fonction ou pas un ou plusieurs liquidateur(s), associé(s) ou non, nommé(s) par l'assemblée des associés qui fixera leurs pouvoirs et leurs émoluments. Sauf décision contraire le ou les liquidateur(s) auront les pouvoirs les plus étendus pour la réalisation de l'actif et le paiement du passif.

L'actif, après déduction du passif, sera partagé entre les associés en proportion des parts sociales détenues dans la Société.

Art. 24. Pour tout ce qui n'est pas réglé par les présents statuts, les associés s'en réfèrent aux dispositions de la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée.

Souscription et Libération

Toutes les cent cinquante (150) parts sociales ont été souscrites par la société Edison Investissements SPF S.A., ci-avant nommée, pour un montant total de quinze mille euros (EUR 15.000,-).

Toutes les parts sociales souscrites ont été intégralement libérées par des versements en espèces, de sorte que la somme de quinze mille euros (EUR 15.000,-), entièrement allouée au capital social est dès maintenant à la disposition de la Société, ce dont il a été justifié au notaire soussigné.

Dispositions transitoires

Le premier exercice social commence à la date de la constitution de la Société et finira le 31 décembre 2010.

Frais

Le montant des frais et dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombe à la Société ou qui est mis à charge à raison de sa constitution est évalué environ à mille quatre cents Euros (1.400.- EUR).

Assemblée générale extraordinaire

Le comparant pré-qualifié, représentant l'intégralité du capital social souscrit, s'est constitué en assemblée générale de la Société à laquelle il se reconnaît dûment convoqué.

Après avoir constaté que celle-ci est régulièrement constituée, il a pris à l'unanimité les résolutions suivantes:

1. Le siège social de la Société est établi à 12, rue Saint Zithe, L-2763 Luxembourg;

2. Le conseil de gérance est composé des 3 personnes suivantes:

(a) Madame Simone Retter, née le 13 juin 1961 à Bettembourg, demeurant à 14, avenue du X Septembre L-2550 Luxembourg;

(b) Monsieur Jean-Paul Goerens, né le 2 avril 1960 à Luxembourg, demeurant à 14 avenue du X Septembre L-2550 Luxembourg.

(c) Monsieur André Meder, né le 15 avril 1959 à à Diekirch, demeurant à 12, rue Sainte Zithe, L-2763 Luxembourg.

3. Les mandats du conseil de gérance prendront fin à l'issue de l'assemblée générale ordinaire statutaire de l'année 2011.

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

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

Signé: S. METZLER, J. ELVINGER.

Enregistré à Luxembourg A.C. le 23 avril 2010. Relation: LAC/2010/17764. Reçu soixante-quinze euros (75.-€)

Le Receveur (signé): Francis SANDT.

Référence de publication: 2010063833/155.

(100062717) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mai 2010.

Estimo, Société Anonyme.

Siège social: L-1653 Luxembourg, 2, avenue Charles de Gaulle.

R.C.S. Luxembourg B 84.932.

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

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

Signature.

Référence de publication: 2010061879/10.

(100060692) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 mai 2010.

Les Trois Mousquetaires s.à.r.l., Société à responsabilité limitée.

Siège social: L-7620 Larochette, 11, rue de Mersch.

R.C.S. Luxembourg B 104.751.

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Extrait de l'assemblée générale extraordinaire du 04 mai 2010.

Unique résolution:

L'assemblée générale décide de revoquer Madame ALVES FERREIRA Maria da Luz, demeurant à L-7762 Bissen 4a, route de Boevange, comme gérante et de nommer

Monsieur De Freitas Pereira Carlos né à Britelo/Celorico de Basto le 22 juin 1978 demeurant à L-7620 Larochette 11, rue de Mersch comme nouveau gérant.

Larochette, le 4 mai 2010.

Un mandataire

Référence de publication: 2010062698/15.

(100062082) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mai 2010.

Edmond de Rothschild Private Equity China S.C.A., SICAR, Société en Commandite par Actions.

Siège social: L-2535 Luxembourg, 20, boulevard Emmanuel Servais.

R.C.S. Luxembourg B 143.088.

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In the year two thousand and ten, on the twelfth of April.

Before Us, Maître Joseph Elvinger, notary, residing in Luxembourg.

Was held an extraordinary general meeting of the shareholders of "Edmond de Rothschild Private Equity China S.C.A., SICAR", a partnership limited by shares submitted to the Luxembourg SICAR law regime, having its registered office at 20, boulevard Emmanuel Servais, L-2535 Luxembourg, and registered with the Luxembourg Trade and Companies Register, section B, under number 143.088 (hereinafter referred to as the Company), incorporated by a deed of the undersigned notary, dated November 13, 2008, published in the Mémorial C, Recueil des Sociétés et Associations number 2927 dated December 9, 2008, and whose bylaws have been last amended by a deed of the undersigned notary dated March 19, 2010, not yet published.

The meeting is chaired by Mr Nicolas Cuisset, employee, with professional address at 1B, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg.

The chairman appointed as secretary and the meeting elects as scrutineer Mrs Rachel Uhl, jurist, with professional address at 15, Côte d'Eich, L-1450 Luxembourg, Grand Duchy of Luxembourg.

The chairman declared and requested the notary to act that:

I. All the shareholders have been convened to this meeting and have had due notice and knowledge of the agenda prior to this meeting.

The shareholders present or represented and the number of their shares are shown on an attendance list, signed by the chairman, the secretary, the scrutineer and the undersigned notary. The said list will be registered with these minutes.

II. It appears from the said attendance list, that 13.993 shares having a nominal value of five hundred Euro (EUR 500.-) each, representing 74,54% of the share capital of the Company, which shares are fully paid up, are present or represented at the present extraordinary general meeting, so that the meeting can validly decide on all the items of the agenda.

III. The agenda of the meeting is the following:

1. Decision to restate the articles of association of the Company.

2. Full restatement of the articles of association of the Company.

IV. The meeting, after deliberation, unanimously takes the following resolutions:

First resolution

The meeting resolves to restate the articles of association of the Company.

Second resolution

The meeting resolves, pursuant to the previous resolution, to give the articles of association of the Company the following content:

Preliminary Chapter - Definitions:

Accounting Date	December 31, 2009 for the first time and December 31 of each subsequent year or such other date that the General Partner may determine and notify to the Investors. The accounting date of the final accounting period shall be the last day of the liquidation period of the Company;
Accounting Period	has the meaning set forth in Article 36;
Accrued Interest	has the meaning set forth in Article 10.7(iii);
Add-On Investment	shall mean any Investment made, either directly or indirectly through the intermediary of one or several SPVs (i) in a Portfolio Company or (ii) in relation with the Investment made in the Portfolio Company referred to in (i) above;
Administrative Agent	BPERE, in its capacity as the administrative agent, which, under the responsibility of the General Partner, is responsible for the calculation of the Net Asset Value, the maintenance of records and other general administrative functions as set forth under Luxembourg law;

Administrator	has the meaning set forth in Article 19.2;
Advisory Company	La Compagnie Financière Edmond de Rothschild Banque, governed by French laws, with which the General Partner has signed an advisory contract, or any subsequent Advisory Company appointed at the sole discretion of the General Partner, which must be part of Groupe LCF Rothschild.
Affiliate	shall mean, with respect to a Person, any legal entity or mutual fund which, (i) directly or indirectly through the intermediary of one or several entities, controls such a Person or (ii) is controlled directly or indirectly by such a Person; (iii) is controlled directly or indirectly through the intermediary of one or several entities, by a Person which controls such a Person directly or indirectly through the intermediary of one or several entities. The term "control" shall mean: for a legal entity, the continuous holding of at least forty percent (40%) of the share capital and voting rights of the legal entity (without any other shareholder have a superior holding), and for a mutual fund, the power to manage or administer the mutual fund, to appoint management or administrative bodies, or to designate the majority of their members, by means of voting rights, whether contractual or otherwise. In this regard, a limited partnership shall be deemed to be controlled by its general partner and a venture capital investment fund shall be deemed to be controlled by its management company;
Articles of Association	the articles of association of the Company;
Auditor	means Mazars (Luxembourg), with a registered address at 10A, rue Henri M. Schnadt, L-2530 Luxembourg or, subject to Luxembourg law, such other Auditor as may be selected by the Company;
Bad Conduct	means fraud, gross negligence, gross professional misconduct, willful default, willful illegal acts or a conscious and material breach of duties;
Blocking Period	has the meaning set forth in Article 9-4;
Board of Managers	has the meaning set forth in Article 18.2;
BPERE	Banque Privée Edmond de Rothschild Europe ("BPERE"), with registered office at 20, boulevard Emmanuel Servais, L-2535 Luxembourg, registered at the Luxembourg Trade and Company Register under number B 19.194, which shall serve as the Custodian of the Company Assets held either directly by the Custodian or through its correspondents, nominees, agents or delegates. BPERE shall also serve as the Administrative Agent of the Company;
Bridging Investment	means any Investment which is exited within 12 months after the date when the Investment was made;
Business Day	designates any day other than Saturday, Sundays and public holidays in France;
Call	shall mean the action by which the General Partner requests each Investor, in accordance with the terms of the articles of association, to pay to the Company the amount specified in the request addressed to it, corresponding to a percentage of its Commitment, such a percentage being identical for all Investors in a given Call. In this context, "to Call" shall mean the action of issuing a Call and to be "Called" means being subject to a Call;
Class A Shares	means the Class A1 and Class A2 Shares;
Class A1 Shares	has the meaning set forth in Article 5;
Class A2 Shares	has the meaning set forth in Article 5;
Class B Shares	has the meaning set forth in Article 5;
Class C Share	has the meaning set forth in Article 5;
Commitment	shall mean, for each of the Investors, the total amount that an Investor commits to invest in the Company as specified in, and in the context of signature of, the Subscription Agreement or Transfer Agreement;
Company	Edmond de Rothschild Private Equity China S.C.A., SICAR, governed by these Articles of Association:
Company Assets	has the meaning set forth in Article 32.5;
Company Law	means the Luxembourg law of August 10th, 1915 on commercial companies, as amended from time to time;
Company Liabilities	shall mean any liability or obligation of the Company of any kind whatsoever, arising from a contractual commitment, under law, or in any other manner, whether known,

	fixed or contingent, determined or subject to determination, whether or not jointly incurred, directly or as a result of a guarantee;
Company Net Income and Net Gain	(i) of operating profits or losses, being the difference between income (interest, dividends and all income other than from disposals/sales) and expenses (formation expenses, Management Fees, remuneration of the Custodian, remuneration of the Auditor, bank charges, and all other expenses relating to the management of the Company), certified from the Initial Closing Date up to the date of calculation; (ii) realized capital gains or losses on the sale of portfolio investments between the Initial Closing Date and the date of calculation; (iii) pending capital gains or losses on portfolio investments, such unrealized pending capital or losses being determined based upon the valuation of the net assets value on the date of calculation;
Compulsory Repurchase	has the meaning set forth in Article 9.3;
Corporate Governance	means the principles set forth in these Articles of Association to which the Investors adhere by signing the Subscription Agreement or the Transfer Agreement, as the case may be;
CSSF	means the Luxembourg financial regulatory authority (Commission de Surveillance du Secteur Financier), whose oversight the Company is subject to;
Cumulative Cashflow	shall represent, at any time: a) the cumulative amounts paid to the Company by Investors with respect of their A shares, excluding the Subscription Premium paid by Subsequent Investors pursuant to Article 10.6, and the interest paid by Defaulting Investors pursuant to Article 10.7; less b) the cumulative amounts distributed to the A shareholders by the Company, including Investments distributed in kind and any Temporary Distributions;
Custodian	means BPERE, in its capacity as custodian of the Company, as described in Article 34.1;
Cut-Off Date	has the meaning set forth in Article 10.8(i);
Defaulting Investor	has the meaning set forth in Article 10.7;
Default Letter	has the meaning set forth in Article 10.7;
Departure Event	means for any reason whatsoever, the fact for the General Partner and the Advisory Company collectively have (i) less than three Key Persons A dedicated to the implementation of the Investment Charter during the Investment Period and less than two Key Persons A after the Investment Period and/or (ii) less than two Key Persons B during the Company term;
Distributable Income	has the meaning set forth in Article 42.2;
Due Date	has the meaning set forth in Article 10.4;
Euribor	the "Euro Interbank Offered Rate" sponsored by the European Bankins Federation (EBF);
FCPR	has the meaning set forth in Article 31.7;
Final Closing Date	shall mean the day Subscriptions are closed;
Financial Market	any organized market for the trading of securities, derivative or financial instruments which: a) is recognized as such by the competent authorities in its jurisdiction, b) functions regularly, c) is characterized by the fact that regulations issued or approved by the competent authorities define the conditions for operation of the market, and d) complies with all the reporting and transparency requirements laid down by the competent authorities;
First Drawdowns	has the meaning as given in Article 10.1;
First Payment	shall mean the first payment made by an Investor which includes the First Drawdown and, for Subsequent Investors, includes the First Drawdown and the Further Drawdowns that the General Partner has already called;
Further Drawdowns	has the meaning set forth in Article 10-1;
General Partner	Edmond de Rothschild Private Equity China Management S.à.r.l., sole partner with unlimited liability, and the holder of the single Class C Share ("associé commandité");
Key Persons	means the following persons: Key Persons A: the four (4) senior professionals recruited by the Advisory Company and/or its affiliates, who will be located in Hong Kong and/or in People's Republic of

	China. Those persons are: Moling Chen, Bo Wang, Dong Hua Wang and Laurent Dorpe; Key Persons B: the two (2) senior professionals recruited by the Advisory Company and/or its affiliates, who will be located in Paris. These persons are: Pierre-Michel Passy et Pierre-Yves Poirier Then, any replacement in accordance with Article 13;
Incapacity of the General Partner	has the meaning set forth in Article 19.1;
Initial Closing Date	has the meaning set forth in Article 10.2;
Interim Period	has the meaning set forth in Article 13;
Investment	shall mean any acquisition of shareholdings by the Company made in accordance with the principles defined in Article 3, whether directly or indirectly through the intermediary of one or several SPVs;
Investment Charter	has the meaning set forth in Article 3.2;
Investor	means any Well Informed Investor who is or will become (as the context requires) a Shareholder;
Investors' Committee	shall mean a committee composed of Investors whose Commitment is greater or equal to five (5) million Euro. This Committee, summoned at the initiative of the General Partner, shall be consulted on the Investment Policy, on potential or actual conflicts of interest, or on any other matter that the General Partner may determine;
SPVs	Shall mean a company, a partnership or any other legal entity owned in full or in part by the Company and which is created or acquired in order to acquire and/or hold one or several Investments in one or several Portfolio Companies;
Investment Period	has the meaning set forth in Article 10.8(i);
Investors' Ordinary Consent	shall mean the written consent of Investors, the Commitments of which represent in aggregate at least fifty percent (50%) of all the A shares;
Investors' Special Consent	shall mean the written consent of Investors, the Commitments of which represent in aggregate at least sixty-six percent (66%) of all the A shares;
Management Fee	has the meaning set forth in Article 15.1;
Net Asset	has the meaning set forth in Article 32;
Net Capital Gain on an Investment	shall mean, concerning the Proceeds of sale of an Investment, the amount of such Proceeds less the acquisition cost of the Investment in question;
Net Proceeds	shall mean, with respect to an Investment, the surplus of the Proceeds relating to it over the aggregate of (i) all costs incurred by the Fund relating to the sale or the distribution in kind of the Investment and (ii) such sums as are required to be retained by the Company to cover potential adjustments to the sale price of the Investment or the calling of guarantees granted in respect of the Investment;
New General Partner	has the meaning set forth in Article 14.1;
Notification Letter	has the meaning set forth in Article 7.2;
Offered Shares	shall mean the shares of which the transfer is proposed, in accordance with the procedures set forth in Article 10.7(e) or in article 7.2(V),
Paid In Capital	shall mean the total amount paid in by the Investors to the Company (excluding any reinvestments of Temporary Distributions) following a Call whether or not redeemed (excluding the Subscription Premium);
Payment in Default	has the meaning set forth in Article 10.7;
Person	any individual, partnership, company, corporation, corporate body, organization or association without legal personality, trust or other legal entity;
Portfolio Company	shall mean any company or legal entity, wherever incorporated, in which the Company directly or indirectly holds an Investment;
Preferred Return	whenever the Cumulative Cashflow is positive, an amount equal to interest at an annual rate of 8% (compounded annually) on the amount of the Cumulative Cashflow as calculated for the period from the payment of the First Drawdown or from each Payment Date (for the Further Drawdowns), until the date of each distribution made with respect to A Shares;
Proceeds	shall mean any amount received in cash and/or in kind by the Company as consideration for the sale or contribution of an Investment, or any part thereof;
Quoted Securities	shall mean securities quoted on a Financial Market;
Repurchase Notice	a notice served by the General Partner on a Transferee pursuant to Articles 7.1;

Repurchase Price	has the meaning as given in Article 9.3;
S.C.A.	a partnership limited by shares ("société en commandite par actions") governed by Luxembourg law, which is the legal form of the Company;
Share	has the meaning set forth in Article 5;
Shareholder	has the meaning set forth in Article 5;
Shares Reserve	has the meaning as given in Article 41;
Share Value	has the meaning set forth in Article 33;
SICAR	the Luxembourg Société d'Investissement en Capital à Risque submitted to the SICAR Law regime;
SICAR Law	the Luxembourg law of June 15 th , 2004 on the SICAR, as amended from time to time;
Subscription	shall mean a written and irrevocable commitment of an Investor to undertake acquisition of the Shares up to its Commitment, according to the procedures set forth in the Articles of Association;
Subscription Agreement	the subscription agreement executed by an Investor whereby the Investor irrevocably undertakes to subscribe for Shares and agrees to pay its Commitment and adhere to the principles of Corporate Governance;
Subscription Period	shall mean the period during which Investors may subscribe to the Shares, in accordance with the procedures set forth in Article 10.2;
Subscription Premium	has the meaning set forth in Article 10.6;
Subsequent Investor	shall mean any Investor who pays the amount of the First Drawdown corresponding to its Commitment after the Initial Closing Date;
Temporary Distributions	has the meaning as given in Article 42.3;
Total Commitments	shall mean the aggregate of the Commitments of all the Investors;
Transfer	the sale, transfer, exchange, contribution, pledge, mortgage or any other form of disposition or encumbrance by an Investor of its Shares, or any part thereof or beneficial interest therein;
Transferee	any Person to whom Shares are transferred in accordance with the provisions set forth in the Articles of Association;
Transfer Agreement	any agreement entered into by Persons in relation to the Transfer of Shares;
Undrawn Commitment	shall mean such fraction of the Commitment of an Investor that the General Partner can at any time call in application of the Articles of Association;
Valuation Guide	has the meaning set forth in Article 32;
Warning Period	has the meaning set forth in Article 10.7 (iv);
Well Informed Investor	any Person who qualifies as a well informed investor ("investisseur averti") pursuant to Article 2 of the SICAR Law, i.e. any institutional investor, professional investor or any other investor who meets the following conditions: Such investor has confirmed in writing that it complies with the requirements for Well Informed Investors pursuant to Luxembourg law, and (a) such investor has subscribed for a Commitment of not less than one hundred twenty-five thousand Euro (EUR 125,000.-) in the Company, or (b) such investor has obtained an assessment made by a credit institution, within the meaning of Directive 2006/48/EEC, an investment company subject to Directive 2004/30/EEC, or by a management company within the meaning of Directive 2001/107/EEC, certifying such investor's expertise, experience and knowledge in adequately appraising an investment in risk capital.

Chapter I. Form, Corporate Name, Registered Office, Corporate Purpose and Term

Art. 1. Form and Corporate Name.

1.1 There is hereby established among the founding Shareholders, including Edmond de Rothschild Private Equity China Management S.à r.l., as sole General Partner, and all those who may become Shareholders, a Company in the form of a partnership limited by shares ("Société en commandite par actions") with a fixed share capital which will be governed by the laws of the Grand Duchy of Luxembourg, in particular by the SICAR Law as well as by these Articles of Association.

1.2 The Company will exist under the corporate name of Edmond de Rothschild Private Equity China S.C.A., SICAR.

1.3 The renunciation to the SICAR status by the Company requires the unanimous consent of the Investors and the prior authorization of the CSSF.

Art. 2. Registered Office.

2.1 The Company will have its registered office in the city of Luxembourg at a place determined by the General Partner.

2.2 The registered office may be transferred to any other place within the city of Luxembourg by the General Partner.

2.3 In the event that in the view of the General Partner extraordinary political, economic or social developments occur or are imminent that would interfere with the normal activities of the Company at its registered office or with the ease of communications with such office or between such office and Persons abroad, it may temporarily transfer the registered office abroad, until the complete cessation of these abnormal circumstances. Such temporary measures will have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of the registered office, will remain a company governed by the laws of the Grand Duchy of Luxembourg, in particular the SICAR Law. Such temporary measures will be taken and notified to any interested parties by one of the Persons entrusted with the daily management of the Company.

Art. 3. Corporate Purpose.

3.1 The corporate purpose of the Company is to invest its funds in securities and other assets representing risk capital in sense of Article 1 of the SICAR Law in order for the Investors to reap the benefits from its assets management in consideration for the risk borne by said Investors.

3.2 The Company shall directly or indirectly invest in equity, or occasionally in quasi equity, in growth midsized companies, for which the turnover is between 10 and 100 millions Euros and at least 50% of the turnover is made in People's Republic of China at the investment date. The Company may exceptionally invest in companies with a higher turnover if it co-invests with other investors. The Investments will be minority holdings, except with prior authorization of the Investors Committee.

The investments shall be unquoted securities.

In the event that the Company has not realized any new investments for more than twelve (12) consecutive months due to some serious political issues between France and China or due to significant new restrictions of foreign investments in China, the General Partner will have to consult the Investors Committee in order to determine whether or not to continue the Investment Charter or close by anticipation the Investment Period. In case the Investors Committee determines that the Investment Period needs to be close early, the General Partner will not be forced to do so if the Investors agree to not close in advance through an Ordinary Investor Agreement.

3.3 The Company shall create or invest in SPVs for purposes of realizing Investments and hold its Portfolio Companies. The investment by the Company in the SPVs may be in the form of equity investment, quasi equity and shareholders loans. In relation to certain Investments, the Company may invest in a series of SPVs, if the General Partner determines that doing so is in the best interests of the Company.

3.4 The Company will in no event invest more than fifteen percent (15%) of the Total Commitments in any single Portfolio Company; provided however that this threshold may be exceeded in case of Add-on Investment in a limit of twenty percent (20%) of Total Commitments with the approval of the Investors' Committee.

3.5 The Company may take any measure and carry out any operation which it deems useful in order to accomplish its corporate purpose to the full extent permitted by the SICAR Law and Company Law.

3.6 Loans will not be taken out by the Company to finance an Investment. However, the Company will be able to use the debt or any other leverage at the SPVs level and with in order to finance them, under the condition these financings are without recourse against the Company's assets. However, the Company will not be allowed to use borrowings at the SPVs intermediary level that are used for the investments in People's Republic of China.

3.7 Except for the short-term cash management, (while awaiting an Investment or a distribution) the Company will not invest into SICAVs nor in the funds that are sponsored or managed by the General Partner or one of its affiliates.

3.8 The General Partner shall not create any new SICAR or any other kind of fund as FCPR, LP... or manage such a vehicle which would have a similar Investment Charter to the Company until the earlier of the two (2) following dates:

(i) the date at which at least seventy five percent (75%) of Total Commitments will have been subject to an investment decision (or reserved for the payment of fund costs),

(ii) the Cut-off Date.

It shall be noted that a fund which purpose is to have only one investment in a single company is not considered as having the same investment policy as the Company.

In any case, this right will be used only exceptionally and after the approval of the Investors' Committee.

Art. 4. Term. The Company is formed for a term of eight (8) years starting on the Initial Closing Date, except as provided for in Articles 43 and 44 herein.

Notwithstanding the above, in order to allow the Company to realize and dispose of its Portfolio Companies, under the best conditions, such term may be extended by a General Partner decision for two (2) periods of one (1) year each, with the prior consent of the Investors' Committee.

In case of refusal of the extension, the General Partner will have to obtain an Investors' Ordinary Consent in order to extend the life time of the Company.

The Investors shall be notified of any such extension at least one (1) month before its effective date.

At the expiration of the above-mentioned periods, the Company will be dissolved and liquidated according to Article 44 herein.

Chapter II. Corporate Capital, Shares and Commitments

Art. 5. Corporate Capital. The subscribed share capital of the Company is set at nine million three hundred eighty-six thousand five hundred Euros (EUR 9,386,500.-) divided into:

(i) eighteen thousand four hundred ninety-two (18,492) class A shares ("Class A Shares"), all with a nominal value of five hundred Euro (EUR 500.-) each, fully paid up; the Class A Shares are composed of sub-types of shares all vested with the same rights, except with respect to the Management Fee and co-investment rights, as follows:

a) Class A1 Shares allocated to Investors whose Commitment is equal to or higher than five million Euro (EUR 5,000,000.-) ("Class A1 Shareholders"),

b) Class A2 Shares allocated to Investors whose Commitment is less than five million Euro (EUR 5,000,000.-) ("Class A2 Shareholders").

(ii) two hundred eighty (280) class B shares ("Class B Shares") all with a nominal value of five hundred Euro (EUR 500.-) each, fully paid up; and,

(iii) one (1) class C share (the "Class C Share"), held by the General Partner, with a nominal value of five hundred Euro (EUR 500.-), fully paid up.

The Class A Shares and Class B Shares are individually referred to as a "Share" and together as the "Shares". Holders of Class A Shares and/or Class B Shares are individually referred to as a "Shareholder" and together as "Shareholders". The Shares may only be held or acquired by Persons qualifying as a Well Informed Investors.

The authorized share capital and the maximum amount of share capital of the Company amount to two hundred fifty million Euros (EUR 250,000,000.-) divided into:

(i) Four hundred ninety nine thousand seven hundred nineteen (499,719) Class A shares, all with a nominal value of five hundred Euro (EUR 500.-) each, fully paid up; composed of Class A1 and Class A2 shares;

(ii) Two hundred eighty (280) Class B shares, all with a nominal value of five hundred Euro (EUR 500.-) each, fully paid up; and

(iii) One (1) Class C share which shall only be held by the General Partner, with a nominal value of five hundred Euro (EUR 500.-), fully paid up.

By virtue of the Company's maximum authorized share capital and within the total maximum amount of two hundred fifty million Euro (EUR 250,000,000.-), the General Partner may, at its sole discretion, increase the share capital within the limit of the authorized share capital and increase the number of Class A Shares, by up to an additional four hundred ninety nine thousand seven hundred nineteen (499,719) Class A Shares fully paid up, and is authorized and empowered to:

(i) realize any increase of the share capital within the limits of the authorized share capital in one or several successive tranches, by the issuing of new Class A Shares against payment in cash;

(ii) determine the place and date of the issue or the successive issues, the issue price, the amount of any share premium to be paid on the Class A Shares if any, the terms and conditions of the subscription of and paying up on the new Class A Shares; and,

(iii) remove or limit the preferential subscription right of the Shareholders in case of issue of Class A Shares and Class B Shares against payment in cash.

This authorization is valid for a period of five (5) years from the date of publication of the deed of incorporation and it may be renewed by a general meeting of Shareholders for those shares of the authorized share capital which up to then will not have been issued by the General Partner.

Following each increase of the subscribed share capital, realized and duly stated in the form provided for by law, the first paragraph of Article 5 of the Articles shall be amended so as to reflect the capital increase; such modification will be recorded in authentic form by the General Partner or by any person duly authorized and empowered by the General Partner for this purpose.

Art. 6. Shares.

6.1 The Shares will be in the form of registered shares.

6.2 With respect to recording of the Shares, a Shareholders' register, which may be examined by any Shareholder, will be kept at the registered office by the Administrative Agent. The Shareholders' register will contain the precise designation of each Shareholder, the number of Shares held, the payments made with respect to the Shares, as well as Transfers of Shares and the dates thereof.

6.3 Each Shareholder and the General Partner will notify the Company of its address (including fax and email contacts) and any change thereof by email, fax or registered mail. The Company will be entitled to rely on the last address thus communicated.

6.4 Ownership of the Shares will result from the recordings in the Shareholders' register.

Art. 7. Transfer of Shares.

7.1 Free Transfers

Provided that the transferor sends a notice to the General Partner no later than fifteen (15) days prior to the date of the proposed Transfer, any Transfer of Class A Shares by an Investor (i) to another Investor, or (ii) to an Affiliate of the transferor, is unrestricted.

The General Partner shall nevertheless have the right to prohibit any Transfer that may create a regulatory problem for the Company, the General Partner or any of the Investors.

After the Transfer is completed, if at any time the Transferee ceases to be (i) an Affiliate of the transferor or (ii) if the Transferee is an investment fund managed by the same management company as the transferor and if such management company is about to stop managing this fund, then the General Partner will be entitled to require the Transferee to transfer the Class A Shares back to the transferor forthwith.

If such transferor is no longer in existence, or is no longer in a position to own the Class A Shares, the General Partner can direct the Transferee to sell such Class A Shares to other parties and to provide the General Partner with evidence of the sale within thirty (30) days of the notice. If the Transferee fails to comply with the direction, the General Partner may Compulsorily Redeem or cause to be redeemed from the Transferee all Class A Shares held by the Transferee in the following manner:

(i) the General Partner shall serve a repurchase notice (the "Repurchase Notice") upon the Transferee holding the Class A Shares or appearing in the Shareholders' register as the owner of the Class A Shares to be purchased, specifying the Class A Shares to be purchased under Compulsory Redeem conditions, the manner in which the Repurchase Price will be calculated, the name of the purchaser and the date of the repurchase;

(ii) any such Repurchase Notice may be served upon such Transferee by posting the same in a prepaid registered envelope addressed to such Transferee at his last known address appearing in the Shareholders' register of the Company. The said Transferee shall thereupon forthwith be obliged to deliver to the Company the Share certificate or certificates (if such have been issued by the General Partner) representing the Class A Shares specified in the Repurchase Notice;

(iii) immediately after the close of business on the date specified in the Repurchase Notice, such Transferee shall cease to be the owner of the Class A Shares specified in such notice and his name shall be removed from the Shareholders' register;

(iv) each such Class A Share shall be purchased at the Repurchase Price;

(v) payment of the Repurchase Price shall be made available to the Transferee as soon as practicable and at the latest during the liquidation procedure without bearing any interest. Upon service of the Repurchase Notice as aforesaid, the Transferee shall have no further interest in such Shares or any of them, nor any claim against the Company or its assets in respect thereof, except the right to receive the Repurchase Price;

(vi) the exercise by the General Partner of the power conferred by this Article shall not be questioned or invalidated in any case, on the ground that there was insufficient evidence of ownership of Shares by any Person or that the true ownership of any Shares was otherwise than appeared to the General Partner at the date of any Repurchase Notice, provided in such case the said powers were exercised by the General Partner in good faith.

7.2 Shares are not freely transferable.

Any Transfer of Class A Shares, except for the Transfers that are free pursuant to Article 7.1, and all Transfers of Class B Shares to any Person for any reason whatsoever, shall be subject to the prior written consent of the General Partner. In the event that a Shareholder proposes to Transfer its Shares to any third party, which must qualify as a Well Informed Investor, such Shareholder shall give the General Partner written notice of its intention to sell said Shares by registered mail with return receipt requested ("Notification Letter"), which notice shall state (Full name, mailing address and tax domicile of the transferor and of the Transferee) the number of shares ("Offered Shares") which the transferor plans to Transfer, their registration numbers, and the price offered for the Offered Shares. The Notification Letter must be countersigned by the proposed Transferee.

7.3 The General Partner shall, within thirty (30) Business Days from the receipt of the Notification Letter, notify the transferor whether it consents or does not consent to the Transfer in its sole and absolute discretion. If the General Partner does not give notice of its refusal to consent within the above period, it shall be deemed to have consented to the proposed Transfer.

7.4 Any Transfer, whether pursuant to Articles 7.1" or 7.2, requires and is entirely conditional upon the assignment of all corresponding rights, duties and obligations of the transferor to the Transferee, including if all of the Calls have not yet been made, the transfer of the payment obligation of the Undrawn Commitment for the Offered Shares.

7.5 If a transfer is authorized, it must be completed within ten (10) Business Days of receipt of the General Partner's notification to the transferor, or, if there is no notification, it must be completed after the expiration of the thirty (30) Business Days period which is mentioned in article 7.3 above.

Any Transfer shall become effective and binding and shall only be recorded in the Company's Shareholders register after the Transferee has executed or joined all the agreements in force governing the relationship between the Shareholders and the Company as well as between the Shareholders themselves, including, but not limited to, the Articles of Association and the Subscription Agreement.

7.6 In case where one of the investors requests for the intervention of the General Partner to find a transferee, the General Partner will receive an appropriate fee, which will be negotiated with the investor and payable at the date of

transfer. The General Partner will not receive any fee if the transfer happens in the context of a refusal of approval, in accordance with the article 7.2 which is mentioned above.

Art. 8. Increase and Reduction of Capital. The capital of the Company may be increased or reduced at one or more times by a vote of two thirds (2/3) of the Shares held by Shareholders present or represented at a general meeting of Shareholders, with the consent of the General Partner. Any reduction of capital must apply to all Class A Shareholders and/or all Class B Shareholders, in each case pro rata to their shareholding in each class of Shares.

Art. 9. Repurchase of Shares.

9.1 The Shares of the Company are redeemable shares. The Company may repurchase its own Shares at the sole discretion of the General Partner. Any repurchase of Shares will be made in accordance with the provisions of Article 40 herein. The Shares will be repurchased based on the Share Value as calculated by the General Partner for each repurchase at the time of such repurchase. No repurchase of Shares shall occur if as a result thereof, the share capital of the Company would fall below one million Euros (EUR 1,000,000.-).

9.2 The Company may proceed with a repurchase of Shares, in whole or in part, by notice sent by registered mail at the address which appears in the Shareholders' register mentioning (i) the date of the repurchase, (ii) the number of Shares which are proposed to repurchase, (iii) the repurchase price (which will be the Share Value of the repurchased Shares as determined by the General Partner at the time of the repurchase), and (iv) the method and timing of the payment of the repurchase price.

9.3 Notwithstanding anything to the contrary herein, Shares may be repurchased compulsorily by the Company if a Shareholder is found not to be a Well Informed Investor (a "Compulsory Repurchase"). In case of a Compulsory Repurchase, the repurchase price paid by the Company to the Shareholder ("Repurchase Price") shall be equal to the Paid In Capital for the Shares concerned, provided however that if the General Partner determines that the Value of the Shares has decreased below the Paid In Capital, the General Partner may reduce the repurchase price to a lower price based on the Value of the Shares on the date of the repurchase.

9.4 An Investor may not, of its own initiative, request the Company to redeem its Shares during the entire term of the Company, which term is of eight (8) years with the possibility to be extended in accordance with Article 4 above (the "Blocking Period").

After the end of this Blocking Period, any Investor may request the redemption of its Shares, in which case the General Partner shall notify all of the other Investors of this possibility to request the repurchase of their shares. Should they wish to have their shares redeemed, the Investors will inform the General Partner within three (3) months of the receipt of the notice from the General Partner. In the event that several Investors request the repurchase of their Shares, such requests shall be processed pari passu without taking into consideration the dates on which such requests were made and the Company shall redeem, on the same day, all the Shares for which a request was made. Notwithstanding the preceding, any requests for redemption will not be admissible after the dissolution of the Company.

Art. 10. Commitments.

10.1 Commitment Obligations

By entering into the Subscription Agreement, each Shareholder irrevocably undertakes, upon the General Partner's request, to make contribution in cash to the share capital of the Company up to its Commitment by subscription of shares each fully paid up.

Each Investor must subscribe to a Commitment of at least three million Euro (EUR 3,000,000.-). However, the General Partner reserves the right to accept Commitments of a lower amount, which shall in any case cannot be inferior than one hundred fifty thousand (EUR 125,000.-) Euro. Subscription of the Shares is subject to the prior agreement of the General Partner.

The A and B Shares are issued as soon as a subscription is taken into account by the General Partner. The A Shares are paid in for five percent (5%) of their nominal value (together the "First Drawdown") and the B Shares are fully paid in within sixty (60) Business Days of the Initial Closing Date.

The A Shares Commitments are subsequently paid in on successive calls by the Management Company in respect of the A Shares (the "Further Drawdowns"), as and when needed for the purposes of investment and management of the Company.

10.2 Subscription Period

The Investors may subscribe to the capital of the Company on a date designated by the General Partner (the "Initial Closing Date") and, in any event before December 31, 2009 (the "Final Closing Date") Subscription shall then be open for a period ending on 31 December 2009 but the General Partner may decide to end the Subscription period at any time prior to this date or to extend it for a period of six (6) months, renewable once.

The Subscription Period shall end on the Final Closing Date.

The General Partner cannot distribute a part of the Assets or an amount of Net Proceeds until after the end of the Subscription Period.

10.3 First Drawdown

Each Investor must pay the First Drawdown by making a payment corresponding to 5% of its commitment relating to the A Shares suscribed, as indicated in Article 10.1 above.

Investors signing a Subscription Agreement on or before the Initial Closing Date must pay the First Drawdown on the Initial Closing Date. Any Subsequent Investor shall pay the First Drawdown on a payment date designated by the General Partner.

10.4 Further Drawdown

For the Further Drawdown, at least ten (10) Business Days prior to the date on which each Drawdown is to be paid (the "Payment Date") the General Partner will issue a Drawdown notice notifying Investors of the portion of their Commitment required to be paid. Notwithstanding the foregoing, if a notification is sent between the 15 July and the 15 August, the notice period will be fifteen Business Days.

The General Partner may nevertheless reduce the notice period whenever circumstances require doing so, it being understood that the notice period shall not in any event be shorter than five (5) Business Days and shorter than fifteen (15) Business Days between the 15 July and the 15 August. Any Further Drawdown called by the General Partner shall be fully paid-in in cash on the Payment Date.

10.5 Payments

Payments shall be made in cash by wire transfer to the Company's account with the Custodian.

Investors signing their Subscription Agreement at the latest by the Initial Closing Date must at that time pay the First Payment.

Subsequent Investors shall be required to pay the First Payment which includes both a First Drawdown and, if applicable, one or more Further Drawdown which have been paid in by the Investors. If any First Payment made by Subsequent Investors generates ready money, the General Partner may make one or more Temporary Distributions. In such an event, the General Partner may subsequently recall the amounts temporarily distributed in accordance with the conditions set out in the Articles of Association.

10.6 Subscription Premium

Each Subsequent Investor shall also be required to pay to the Company, at the sole discretion of the General Partner, a subscription premium (the "Subscription Premium") calculated as set out below on the First Payment date of such Subsequent Investor. The Subscription Premium shall be payable in addition to the Commitment of such Subsequent Investor, and shall not be reflected in the computation of the Cumulative Cashflow. For the calculation of the Value of the shares subscribed on the First Payment date by a Subsequent Investor, the subscription price shall amount for each share to 500 Euro, excluding any Subscription Premium.

The Subscription Premium shall be determined for each Subsequent Investor by applying to the amount of such Investor's First Payment (net of any Temporary Distributions made to such Subsequent Investor at the time of the First Payment) an interest rate of EURIBOR 3 month rate (the rate last published on the Initial Closing Date) increased by three hundred (300) basis points for the period between the Initial Closing Date (or the applicable Payment Date for Further Drawdown already paid in) and the First Payment date of such Subsequent Investor (with respect to its initial subscription or any increase in its Commitment).

10.7 Delays or default in payment

In the event that a Shareholder ("Defaulting Investor") fails to make a payment in relation to a call ("Payment in Default") on or prior to the relevant Payment Date, the General Partner shall send a default letter ("Default Letter") to the Defaulting Investor setting forth the sanctions and remedies which the General Partner, in its sole discretion, elects to impose. These sanctions and remedies include:

(i) Subject to Luxembourg law, suspend the voting rights of the Shares held by the Defaulting Investor for as long as such Defaulting Investor holds such Shares and continues to be a Defaulting Investor;

(ii) Subject to paragraph (iv) below, the Defaulting Investor shall not receive any distribution of any kind whatsoever until the complete payment of the sums due;

(iii) Without derogating from any action that the General Partner may initiate on behalf of the Company and/or the other Shareholders against the Defaulting Investor and the right, as set out below in paragraph (e) to sell the Defaulting Investor's Shares, the Payment in Default shall accrue interest (the "Accrued Interest") from the Payment Date and until payment of the Payment in Default has been received by the Company in full. The Accrued Interest shall be the Euribor 1 month rate increased by one thousand (1000) basis points per year;

(iv) In the event that the default is remedied within ten (10) Business Days after the sending of the Default Letter ("Warning Period") and the Payment in Default and the Accrued Interest are paid to the Company in full (except in case of partial or total waiver of the Accrued Interest by the General Partner, in its sole discretion), the Defaulting Investor shall recover its rights to receive distributions, including any distributions, if any, which took place between the Payment Date and the date the Payment in Default was remedied;

(v) If the Payment in Default is not remedied within the Warning Period, the Shares held by the Defaulting Investor may be repurchased by the Company or sold in whole or in part to one or more other Shareholders or third parties pursuant to the following procedure:

(a) the General Partner shall inform the other Shareholders in writing of the sale of the Shares of the Defaulting Investors ("Offered Shares") specifying the number of Shares for sale;

(b) if one or more Shareholders offer to purchase the Offered Shares, they shall inform the General Partner by registered mail with return receipt within ten (10) Business Days following the sending of the letter by the General Partner informing them of the sale of the Offered Shares;

(c) if one or more Shareholders offer to purchase all of the Offered Shares, the General Partner shall inform the Defaulting Investor thereof by registered mail, detailing the number of Shares which each Shareholder offers to purchase;

(d) in case the offer by the Shareholders is for more shares than the number of Offered Shares, the Offered Shares shall be sold to the Shareholders pro rata to their Commitments; and

(e) in the event that the Shareholders do not offer to purchase all the Offered Shares, then the Shares may be sold to any third parties qualifying as Well Informed Investors.

If the Defaulting Investor and the third parties agree on a price (it being stated that this price must be the same for all purchasers, whether Shareholders or third parties), the Offered Shares will be transferred at the agreed upon price. If the Defaulting Investor does not sell the Offered Shares within three (3) months following the Payment Date, the General Partner may sell the Offered Shares by way of auction and if the sale by auction is not successful, the Offered Shares will be transferred on behalf of the Company for a price equal to ten per cent (10%) of the Shares Value as of the Payment Date.

(vi) To determine the price to be paid to the Defaulting Investor, the General Partner shall deduct from the proceeds resulting from the Transfer of the Offered Shares all the expenses incurred in connection with such Transfer and all the amounts owed to the Company including the Payment in Default and the corresponding Accrued Interest.

In addition in the mere cases where the Defaulting Investor's Shares are transferred to third parties (other than the Company or investors) the General Partner will be entitled to receive 5% of the sale net proceed.

The General Partner shall deduct on its own behalf, and on behalf of the Company, the Shareholders and the Custodian, all the expenses incurred and damages suffered by them due to the Payment in Default. Last, the Defaulting Investor shall receive the balance, if any. For removal of doubt, any purchaser of the Offered Shares must execute a Transfer Agreement in which the purchaser agrees to pay the balance of the Commitments attached to the Shares it acquired.

10.8 End of the Investment Period

(i) The Company Investment Period ("Investment Period") shall end: (hereafter the "Cut-Off Date")

(a) on the fourth anniversary of the Initial Closing Date as may be extended to the fifth anniversary of the Initial Closing Date if so decided by the General Partner at its sole discretion; or

(b) on the date that the General Partner terminates the Investment Period providing at least 70% of the Total Commitment have been invested or reserved for Investment. Notwithstanding the above, if the Investment Period is suspended and then resumed, the period during which the Investment Period was suspended shall not count as part of the Investment Period and the Cut-Off Date shall be adjusted accordingly.

(ii) After the Cut-Off Date, the Company will cease to make New Investments. Further Drawdown will only be entitled to be Called and used for the following purposes:

(a) to make within a maximum time period of eighteen (18) months as from the Cut-Off Date, Investments which were committed to by the General Partner on behalf of the Company prior to the Cut-Off Date, and generally fulfil commitments contracted during the Investment Period prior to the Cut Off Date

(b) to fulfil commitments made, such as deferred payments or any payments of price adjustments and guarantees for liabilities relating to Investments,

(c) to make Add-On Investments, within a maximum of eighteen (18) months as from the Cut-Off Date, and after the expiration of this period with the approval of the Investors' Committee and/or

(d) to pay the expenses and liabilities incurred by the Company, including the Management Fee and compensation of the Custodian and the Auditor.

(iii) The General Partner may, at any time after the Cut-Off Date, in its sole discretion, waive the right to call any Further Drawdown. In this case, the Undrawn Commitments will then be reduced to zero.

(iv) The General Partner shall cease to be entitled to call Further Drawdown on the earlier of

(a) the date on which the Company is dissolved, or

(b) the date on which the Undrawn Commitments are equal to zero.

Chapter III. Management and Investors' Committee

Art. 11. General Partner.

11.1 The Company shall be managed by Edmond de Rothschild Private Equity China Management S.à r.l., in its capacity as sole General Partner.

11.2 The General Partner is the entity solely responsible for the management, operation and administration of the Company (including, without limitation, for all investment and disposition decisions). For removal of doubt, neither the Advisory Company nor the Investors' Committee shall have the power to bind the Company and in particular to make

investment or disposition decisions on behalf of the Company or the General Partner. The General Partner has no limitation in its powers to carry out the Company's purpose and to act in the name of the Company as it deems necessary or suitable, in its sole discretion. The General Partner shall have all powers not expressly reserved by law or by the Articles of Association to the Shareholders' General Meeting.

11.3 The General Partner will manage the Company in accordance with the Investment Charter. The General Partner shall use its best efforts to allocate in order to best manage the Company, the needed physical and human resources.

In this meaning, the General Partner shall retain the services of the Advisory Company to assist the General Partner in implementing the Investment Charter. The Advisory Company role shall include without limitation:

(i) identifying, auditing and evaluating of the target companies and submitting to the General Partner presenting any investment project in compliance with the Investment Charter;

(ii) drawing up presentation files in case of divestment of the Investments;

(iii) communicating to the General Partner all relevant information in relation to the monitoring of Portfolio Company.

11.4 The General Partner shall be responsible for identifying, evaluating, selecting and purchasing all Investments, the management of all Portfolio Companies after their purchase and ultimately, the sale or other divestment of the Investments on behalf of the Company. The General Partner shall act in the best interest of the Company and its Shareholders, and shall exercise on behalf of the Company the voting rights attached to the securities that the Company holds, directly and indirectly, in the SPVs and the Portfolio Companies.

11.5 The General Partner, its managers, employees and advisors may be appointed members of the board of directors (conseil d administration), supervisory board (conseil de surveillance) or any equivalent position in any Investment Vehicle and/or Portfolio Companies. The General Partner may also appoint any third parties it chooses to such positions. The General Partner shall report to the Investors in its annual report on such appointments.

11.6 In managing the Company, the General Partner shall have the right to enter into agreements with third parties when the following conditions are met:

(i) the amount of the Company's commitments must be determinable; and

(ii) when it pledges the Asset of the Company, the risks and charges resulting from the normal performance of this commitment, as estimated by the General Partner in the financial valuation made by the General Partner, must never exceed during a eight (8) years period starting from the Initial Closing Date 70% of the Net Asset.

The Company may borrow short-term amounts in accordance with the provisions set forth in the Articles of Association. Nevertheless, the amount of the Company's obligations under such loans shall never exceed ten percent (10%) of the Company's Assets.

The Management Company must keep available for the Investors a list of the commitments entered into by the Company indicating their nature and their amount.

The General Partner will report on its activities in an annual management report in which it must describe the activities of the Company and specify the Share Value of the Shares and the future prospects. In addition, the General Partner shall inform the Investors, in the annual report, of all consulting services that it or a related company have provided to the Portfolio Companies, indicating the nature of the services undertaken and the remuneration received. In any event, consulting services provided by the General Partner to the Portfolio Companies shall remain secondary compared to its principal activity of management of the Company.

Art. 12. Change of Control of the General Partner. Any material change in the ownership of the General Partner will be notified to the Investors. In case of a proposed change of control of the General Partner (except if the General Partner remains controlled, directly or indirectly, by LCFR Bank), the Investment Period shall be suspended (at the date when the Board of Managers endorses this transaction) and the General Partner shall promptly inform the Investors of the possibility they will have, within a following three (3) months period, to resume the Investment Period or terminate it definitively by an agreement between Investors holding 75% of Class A Shares.

For the avoidance of doubt, any change of General Partner which could result from a change of control shall not be considered as a change of General Partner for Bad Conduct.

In this case, a new General Partner would replace the General Partner.

In any case, a new General Partner may replace the former one only if the new General Partner has been prior approved in writing by the CSSF.

Art. 13. Key Persons. In case of a Departure Event, the General Partner will have six (6) months as from the occurrence of the Departure Event (the "Interim Period") to find one or more suitable professionals to replace the Key Persons in such way that (i) the number of Key Persons A is at least three (3) during the Investment Period and at least two (2) Key Persons A after the Investment Period, and that (ii) the number of Key Persons B be at least two (2) during the duration of the Company. These Key Persons will have, within the General Partner, the Advisory Company and its Affiliates the same functions as the Key Persons who left.

Key Persons B are appointed, removed and replaced on its sole discretion by the General Partner.

For the Key Persons A about to leave, the General Partner will submit the candidates to the Investors' Ordinary Consent. In case where the Investors' Ordinary Consent is not obtained, or if the threshold of three (or two as the case

may be) Key Persons A above is not reached, the General Partner may submit a second time new candidates to replace the Key Persons A who left, in order to obtain an Investors' Ordinary Consent.

Upon approval by the Investors' Ordinary Consent, the appointed person shall then become a Key Person.

During the Interim Period,

(i) no new Investment can be carried out by the Company; and

(ii) no divestment or Add-On Investment can be carried out without a prior agreement from the Investors' Committee.

In case of a Departure Event that has not been remedied at the end of such Interim Period, the General Partner will terminate the Investment Period.

However, Add-On Investments shall be made from this date with the agreement of the Investors' Committee.

The General Partner shall ensure that the two Key Persons B that it may replace on it sole discretion are replace without delay in case of departure so that they will always be two Key Persons of this category.

Art. 14. Termination and Dismissal of the General Partner. The General Partner may not resign from its functions of manager of the Company or transfer the management of the Company to any entity outside the LCFR Bank group, without the Investors' Ordinary Consent.

14.1 Termination for Bad conduct

In the event of Bad conduct of the General Partner, established by a first instance decision, that substantially harms the economic interests of the Company, Investors representing at least 50% of the Total Commitments will be entitled to notify to the General Partner that they wish being consulted according to this Article 14.1. The General Partner will then have to consult the Investors within a period of twenty (20) Business Days from the date of the receipt of the notification. For this purpose, it will send to each Investor a registered letter with acknowledgment of receipt in which it will suggest to:

(i) close the Investment Period, subject to an Investors' Special Consent, specifying that the date of the Investors' Special Consent shall constitute the closing date;

(ii) transfer the management of the Company to a new General Partner (the "New General Partner"), subject to an Investors' Special Consent.

The Investors shall have a maximum period of twenty (20) Business Days from the date of receipt of the letter to notify their decision to the General Partner.

Failing of answer from an Investor within the above-referenced period of twenty (20) Business Days is shall be considered as a refusal of the proposal of closing the Investment Period or transferring the management of the Company to the New General Partner.

In the event that the Investors decide to transfer the management of the Company to a New General Partner in compliance with this Article 14.1, the notification of the Investors will have to indicate the name of the New General Partner and will have to certify that the New General Partner is approved by the CSSF.

The New General Partner will have to accept to (i) adhere to the Articles of Association, (ii) adhere to the agreements with the Investors regarding their investment in the Company which had been accepted by the General Partner, and (iii) renounce the use of the name "Edmond de Rothschild" in the context of management of the Company.

Such removal of the General Partner shall not give right to indemnification for the termination of function, but shall give right for the General Partner to receive all payments due in compliance with the Articles of Association up to the date of termination of its function as General Partner.

In the event that the General Partner is removed, the individuals members of the General Partner management team itself and its Affiliates, as well as, as the case may be, the General Partner itself and its Affiliates involved in the management of the Company's shareholdings, shall transfer all of the Class B Shares subscribed (within the limit of the extend of Class B Shares allocated originally to the management team and so held by the later or hold by a company) to the New General Partner duly appointed and/or to the Investors within the proportion determined by Investors' Ordinary Consent, for a price equal to the paid in amount of the Class B Shares transferred, decreased by all amounts received with a lower limit of 0,1 euro. These individuals will keep definitely all distributions they received according to the Articles of Association, before the transfer of these Class B Shares to the New General Partner and/or the Investors.

In the event that the Investors decide not to transfer management of the Company to the New General Partner or to not close the Investment Period, the procedure described herein shall terminate and the Bad conduct alleged shall no longer be mentioned and/or used pursuant to this Article 14.1.

Finally, in the event of termination for Bad conduct challenged by the General Partner, all amounts to which the General Partner would be entitled to and all amounts or Shares that the Class B shareholders should return will be put into escrow until the end of the dispute.

14.2 Termination without Bad Conduct

Investors representing at least 50% of the Total Commitments may at any time after the end of a period of 24 months following the opening of the Investment Period or from the time when the Investment Period has been definitively closed in accordance with Article 10.8, request the General Partner, by means of notification, to submit to a cast of the Investors,

within a maximum period of two (2) months starting from the date of receipt of the return receipt letter, the transfer of the management of the Company to a new General Partner, without any reason.

The notification of the Investors must indicate the name of the New General Partner and certify the New General Partner is approved by the CSSF.

The management of the Company can only be transferred with the approval of Investors representing at least 75% of the Total Commitments.

In the event that the Investors decide to transfer the management of the Company to a New General Partner in accordance with this Article 14.2, the New General Partner must accept to (i) adhere to the Articles of Association, (ii) adhere to the agreements with the Investors regarding their investment in the Company which had been accepted by the General Partner and (iii) renounce the use of the name "Edmond de Rothschild" in the context of management of the Company.

Any such removal of the General Partner shall provide the right, at the latest 15 days before the effective date of the transfer of the management of the Company to the New General Partner, for the General Partner, to receive an indemnity for termination of its function equivalent to the amount (excluding VAT) of the Management Fee charged for the Accounting Period immediately preceding the Accounting Period during which the termination was decided upon.

In the event that the General Partner would be removed, the individuals members of the General Partner management team and its Affiliates and, as the case may be, the General Partner itself and its Affiliates involved in the management of the Company's shareholdings, shall transfer the Class B Shares they subscribed (within the limit of the proportion of Class B Shares allocated originally to the management team and so held by the later or hold by a company) and that are not vested to the New General Partner (vesting conditions of Class B Shares having been communicated by the General Partner upon request of the Investors). The transfer price of the Class B Shares not vested will be equal to the paid in amount of the said Class B Shares transferred, decreased by any connected amounts received without being lower than 0,1 euro.

Art. 15. Remuneration of the General Partner and Management Expenses.

15.1 Remuneration of the General Partner

15.1.1 Management fee

The remuneration of the General Partner (the "Management Fee") is determined, for each accounting period of twelve (12) months, as follows:

(i) Until the Cut-Off Date, the aggregate of:

(a) two point twenty five percent (2.25%) (excluding VAT) per annum of the Commitments of the Class A1 Shareholders; and,

(b) two and a half percent (2.5%) (excluding VAT) per annum of the Commitments of the Class A2 Shareholders.

(ii) After the Cut-Off Date, the aggregate of

(a) two point twenty five percent (2.25%) (excluding VAT) per annum of the Paid In Capital (considered at the beginning of each calendar quarter) of the Class A1 Shareholders decreased by the acquisition cost of Investments fully sold, distributed in kind and/or definitively and fully written off. Any Investment in a liquidated Portfolio Company shall be considered to be sold, distributed in kind and/or definitively and fully written off. In a case where an Investment has only been partly sold, distributed in kind and/or definitively and fully written off, only the portion of the Acquisition Cost relating to the part of the Investment sold, distributed in kind and/or definitively and fully written off should be taken into account; and,

(b) two and a half percent (2.5%) (excluding VAT) per annum of the Paid In Capital (as starting from the beginning of each calendar quarter) of the Class A2 Shareholders decreased by the acquisition cost of Investments fully sold, distributed in kind and/or definitively and fully written off. Any Investment in a liquidated Portfolio Company shall be considered to be sold, distributed in kind and/or definitively and fully written off. In a case where an Investment has only been partly sold, distributed in kind and/or definitively and fully written off, only the portion of the Acquisition Cost relating to the part of the Investment sold, distributed in kind and/or definitively and fully written off should be taken into account.

The Management Fee shall be paid by the Company to the General Partner in advance on the first day of each calendar quarter and for the first time at the latest two weeks after the payment of the First Drawdown by the first Investors (on a prorata temporis basis).

These calculations shall be made as though all Investors had subscribed on the Initial Closing Date. The Management Fee is received starting from the opening of the Investment Period.

15.1.2 Other income received

The Management Company may also receive sums (attendance fees) in respect of its function as a director or equivalent in Portfolio Companies. The General Partner and its Affiliates shall invoice services fees to Portfolio companies and SPVs. However, all amounts received in this respect above shall be deducted from the Management Fee.

15.2 Management expenses

15.2.1 Expenses chargeable to the General Partner

The General Partner shall bear, out of the Management Fee, the costs associated with the performance of its general duties in relation to the management of the Company and the pursuit of the Company's corporate purpose, including the Advisory Company's fees. Such costs include compensation and employee benefits, expenses of its employees and all reasonable rent, equipment, travel and day-to-day expenses incurred by the General Partner.

15.2.2 Transaction Expenses

To the extent possible, the acquisition (and divestment) expenses relating to Investments shall be borne by the company's parties to the transaction (SPVs or others). All expenses not paid directly by the companies participating party to the transaction (the "Transaction Expenses") shall be borne by the Company.

The Transaction Expenses include, in particular all intermediaries' and brokers' fees, analysis and auditing expenses, legal and accounting fees and any litigation expenses incurred on behalf of the Company in relation to Investments realized or not. Transaction Expenses will also include any taxes on market transactions as well all taxes as may be due because of or at the time of acquisitions or sales of any form whatsoever. The Transaction Expenses realized and expenses relating to Investments not realized are subject to a ceiling, expressed as an annual average over the Term of the Company, of 1% (excluding VAT) of the Total Commitments, it being understood that any amount within such a yearly limit that is not used in any given year may be carried forward to the following years.

15.2.3 Other expenses

The Company will pay within the yearly limit of 0,5% (excluding VAT) of the Total Commitments, all expenses related to its' running costs and will pay external fees relating to its administration, such as those relating to accounting, insurance premiums (including directors' liability insurance policy), legal, tax and other advisers fees, the costs associated with the Board of Managers (including meetings in China), expenses related to Investors' meetings and to the reports prepared on their behalf.

15.2.4 Formation expenses

The Company shall additionally pay all expenses incurred for creating, organising and marketing the Company before the Initial Closing Date, up to a maximum of 1% of the Total Commitments (excluding VAT). Such expenses shall notably include all legal, accounting and other expenses, as well as expenses for marketing and promotion (including printing and postal costs), and reimbursement of consulting expenses, etc. Consulting commission's fees, intermediaries fees and broker fees will not be liable for the Company.

15.2.5 Remuneration of the Administrative Agent and the Custodian

The annual remuneration of the Custodian shall be set according to the depositary bank agreement executed between the Company and the Custodian and the annual remuneration of the Administrative Agent shall be set according to the bank services agreement executed between the Company and the Administrative Agent. The Administrative Agent and Custodian's remuneration shall be paid in advance on the first day of each quarter and for the first time on the Initial Closing Date (prorata temporis of the remaining time until the end of the quarter). Beyond this amount, any excess will be borne by the General Partner as deduction from the Management Fee for the following year.

15.2.6 Remuneration of the Auditor

The annual remuneration of the Auditor shall be fixed by mutual agreement between the Auditor and the General Partner in light of the work programme considered necessary.

Art. 16. Liability of the General Partner and of the Shareholders, Indemnification of the General Partner.

16.1 The General Partner shall be jointly and severally liable with the Company for all liabilities of the Company which cannot be paid out of the Company Asset. To mitigate such liability the Company may purchase suitable insurance coverage.

16.2 The Company shall indemnify the General Partner and its directors, officers and staff against any claims, liabilities, costs, damages and expenses, including legal fees, incurred by them by reason of their activities on behalf of the Company except where such claim is the result of Bad Conduct. In addition, the Company shall indemnify the Advisory Company and its directors, officers and staff against any claims, liabilities, costs, damages and expenses, including legal fees, incurred by them by reason of their activities on behalf of the Company except where such claim is the result of Bad Conduct.

16.3 The Shareholders other than the General Partner shall refrain from acting on behalf of the Company in any manner or capacity whatsoever other than exercising their rights as Shareholders in general meetings or otherwise, and, consequently, each Shareholder shall only be liable as Shareholder of the Company up to its Commitment and its Subscription Premium, if any.

Art. 17. Delegation of Powers. The General Partner may delegate (while retaining its sole responsibility for) the daily management of the Company and the representation of the Company within such daily management to one or more officers, employees or other Persons or delegate special powers or proxies, or entrust determined permanent or temporary functions to Persons or agents chosen by it.

Art. 18. Representation of the Company.

18.1 The Company will be bound with respect to third parties by: (i) the joint signature of any two managers of the General Partner; or (ii) by the joint signatures or single signature of any Persons to whom such signatory power has been delegated by the Board of Managers by virtue or Article 15, within the limits of such power.

18.2 The Board of Managers of the General Partner ("Board of Managers") may delegate its powers (while retaining sole responsibility) to conduct the daily management and affairs of the General Partner and the representation of the General Partner for such daily management and affairs to any member of the Board of Managers or other officers who need not be shareholders of the General Partner under such terms and with such powers as the Board of Managers shall determine. Any delegation granted by the Board of Managers shall be limited to the following unless otherwise authorized by the general meeting of the shareholders of the General Partner:

(i) Representation of the General Partner in all administrative and bookkeeping matters concerning the General Partner and the Company towards the Custodian, the Administrative Agent, the Auditor, the General Partner's bank, the Luxembourg tax authorities and the Luxembourg financial regulatory authorities (including the CSSF) and in that connection, signature of any correspondence issued by the General Partner and taking of all actions which the Delegate may deem appropriate in connection with the above;

(ii) Represent the General Partner and the Company in the execution of the Custodian and Bank Services Agreement to be entered into by the Company and the Custodian;

(iii) Drawings amounts out of the Company's current accounts for purposes of carrying out the business of the Company including without limitation for the payment of taxes, government fees and any other payment due to the national authorities;

(iv) Take all appropriate actions in connection with the performance of all the agreements made and signed by the legal representatives of the General Partner, including the payments to be made in performance of the General Partner's contractual obligations;

(v) Disclosing of financial statements and information regarding the General Partner and the Company to banks, the Custodian, the Administrative Agent and the Luxembourg financial regulatory authorities (including the CSSF).

Art. 19. Dissolution and Incapacity of the General Partner.

19.1 In case of dissolution (except pursuant to these Articles of Association), receivership or legal incapacity of the General Partner or where for any other reason it is impossible for the General Partner to act ("Incapacity of the General Partner"), the Company shall not be dissolved.

19.2 In the event of the Incapacity of the General Partner, the Investors' Committee shall designate one or more administrators ("Administrators"), who need not be Shareholders, until such time as the general meeting of Shareholders shall convene for purposes of appointing a new General Partner.

19.3 Within fifteen (15) days of their appointment, the Administrator(s) shall convene the general meeting of Shareholders in the way provided for by the Articles of Association. The Administrators' duties consist of performing urgent acts and acts of ordinary administration until such time as the general meeting of Shareholders shall convene. The Administrators are responsible only for the execution of their mandate.

19.4 The Company shall indemnify the Administrators against any claims, liabilities, costs, damages and expenses, including legal fees, incurred by them by reason of their activities on behalf of the Company, except where such claim is the result of Bad Conduct.

Art. 20. The Investors' Committee. The General Partner will be advised by an Investors' Committee composed of representatives of Investors whose Commitment is greater or equal to five (5) million Euro and of Investors and individuals independent from the sponsor known for their expertise in the sectors targeted by the Company. The members of the Investors' Committee are appointed by the General Partner, being precised that the Investors' Committee will be composed by a majority of Investors representatives. The Investors' Committee shall be composed of a maximum of eight (8) members, of which two (2) at least shall be Investors and two (2) at most may be independent non-Investor individuals appointed by the General Partner.

The independent individuals' members of the Investors' Committee will not have voting rights in the Investors' Committee.

The members of the Investors' Committee shall be invited by the General Partner to attend a meeting each time the General Partner considers it necessary. The members of the Investors' Committee shall be reimbursed by the Company for all reasonable expenses incurred while acting in that capacity but shall not be otherwise compensated by the Company for their services as Investors' Committee members.

The Investors' Committee shall be consulted by the General Partner (i) as necessary on potential and actual conflicts of interest and (ii) on any other matter provided for the Articles of Association or that the General Partner may determine. The decisions of the Investors' Committee shall not be binding on the General Partner, except for (i) decisions relating to conflicts of interest and (ii) decisions made by application of Articles 3.2, 3.8, 14.2, 43, and those other matters where the Articles of Association provide for an Investors' Committee approval. The members of the Investors' Committee will have no authority to manage the Company.

The decisions of the Investors' Committee shall be made by a simple majority of the members present at a meeting or participating (on an exceptional basis) in a conference call, provided that a majority of 2/3 the members participate in the meeting or the conference call. Decisions may also, on an exceptional basis, be made by written resolution. However, in order to be valid, a written resolution must be taken by the simple majority of all the members of the Investors' Committee.

All the members shall receive a convocation notice to Investors' Committee meetings or conference calls. Whenever the Investors' Committee is requested to vote, minutes of the Investors' Committee's meeting or conference calls shall be drawn up and, as soon as they are received by the General Partner, the latter shall send a copy of the same to each of the members of the Investors' Committee.

Chapter IV. General Meeting of Shareholders

Art. 21. Powers of the General Meeting of Shareholders.

21.1 Any regularly constituted general meeting of Shareholders of the Company represents the entire body of Shareholders.

21.2 Subject to all the other powers reserved to the General Partner by law or the Articles of Association, the general meeting of the Shareholders has the powers to carry out or ratify acts relating to the operations of the Company as well as consider proposals presented by the General Partner, or the Shareholders.

21.3 Notwithstanding anything herein to the contrary, the general meeting of the Shareholders shall neither resolve nor ratify acts with regards to third parties nor resolve to amend these Articles of Association without the General Partner's consent.

Art. 22. Annual General Meeting. The annual general meeting of the Shareholders will be held at the registered office of the Company or at such other place as may be specified in the notice convening the meeting, on June 15 th of each year at 2 pm. If such day is not a Business Day, the meeting shall be held on the next following Business Day.

Art. 23. Other General Meetings. The General Partner may convene other general meetings of the Shareholders. Shareholders representing at least the majority of the Class A Shares shall also have the right to convene such meetings. Shareholders' meetings, including the annual general meeting, may be held outside of Luxembourg if, in the sole discretion of the General Partner, circumstances so require.

Art. 24. Notice of General Meetings.

24.1 Shareholders will meet upon call by the General Partner made in compliance with Luxembourg law. The notice sent to the Shareholders in accordance with the law will specify the time and place of the meeting as well as the agenda, the nature of the business to be transacted and details of any proposed amendment of the Articles of Association, including the language of such proposed amendment.

24.2 If all the Shareholders are present or represented and if they state that they have been informed of the agenda of the meeting, the meeting may be held without prior notice.

Art. 25. Attendance and Representation.

25.1 All Shareholders are entitled to attend and speak at all general meetings.

25.2 A Shareholder may take part in any general meeting of Shareholders by appointing in writing (including by email or fax) as his proxy another Person who needs not be a Shareholder himself. The General Partner may determine the form of proxy and may request that the proxies be deposited at the place indicated by the General Partner at least five (5) days prior to the date set for the meeting. The General Partner may determine any other conditions that must be fulfilled in order to take part in a Shareholders' meeting in this way.

25.3 The General Partner may designate some of its managers to attend the general meeting, one of which will be appointed by the General Partner to represent the Class C Share.

Art. 26. Proceedings. The general meeting shall be chaired by the General Partner or by a Person designated by the General Partner. The chairman of the general meeting shall appoint a secretary. The general meeting of Shareholders shall elect one scrutineer to be chosen from the Shareholders present or represented.

Art. 27. Postponement. The General Partner may forthwith postpone any annual general meeting, once, by up to two (2) weeks, further postponements requiring approval of Shareholders holding at least fifty percent (50%) of the Class A Shares.

Shareholders representing at least twenty-five percent (25%) of the Company's Shares may request that the General Partner postpone any general meeting, if so requested in writing at least ten (10) Business Days before such meeting.

The postponed general meeting shall have the same agenda as the first meeting. Shares and proxies deposited in view of the first meeting shall remain validly deposited for the second meeting.

Art. 28. Vote.

28.1 An attendance list indicating the name of the Shareholders and the number and the class of Shares for which they may vote shall be signed by each one of them or by their proxy prior to the opening of the proceedings.

28.2 The general meeting may deliberate and vote only on the items on the agenda.

28.3 Each Share entitles its holder to one vote, save where, within the limits permissible under Luxembourg law, the General Partner has suspended the voting rights of the holder of such Share as a result of such holder being a Defaulting Investor.

28.4 Voting shall take place by a show of hands or by a roll call, unless the general meeting resolves, by a simple majority vote, to adopt another voting procedure.

28.5 At any general meeting other than an extraordinary general meeting convened for the purpose of amending the Company's Articles of Association or voting on resolutions whose adoption is subject to the quorum and majority requirements of an amendment to the Articles of Association, and unless otherwise provided in these Articles of Association, resolutions shall be adopted by a majority of the Shares whose holders are present or represented at such meeting and the positive vote of the Class C Shareholder.

Art. 29. Extraordinary General Meetings.

29.1 At any extraordinary general meeting convened in accordance with the law for amending the Company's Articles of Association or voting on resolutions whose adoption is subject to the quorum and majority requirements of an amendment to the Articles of Association, the adoption of the proposed amendment shall require the positive vote of two-thirds (2/3) of the Shares and the positive vote of the Class C Shareholder.

29.2 Notwithstanding anything to the contrary herein, the nationality of the Company may only be changed with the unanimous consent of all the Shareholders.

Art. 30. Minutes. The minutes of any general meeting of shareholders shall be signed by the chairman of the meeting, the secretary and the scrutineer.

Chapter V. Conflict of Interest and Co-investment, Portfolio Valuation and Value of the Shares

Art. 31. Conflict of Interest and Co-Investment.

31.1 The General Partner will only consider Investments that are consistent with the Investment Charter.

31.2 Shareholders, including the General Partner, having a conflict of interest in relation with any item on the agenda of a general meeting must declare the existence of such a conflict of interest and abstain from participating in the vote on such agenda item.

31.3 In case of an Investment project would exceed the amount which the Company wishes to invest, the excess amount may be offered at the sole discretion of the General Partner (i) to other funds or entities managed or advised by the General Partner or related companies or (ii) to Investors, (not in their capacity as Investors in the Company) who have expressed their interest in participating in such Investments. Would the General Partner offer this possibility, preference shall be given to Investors that hold Class A1 shares.

31.4 Directors, employees or officers of the General Partner and the latter, or any persons acting on its behalf, will not be authorized to co-invest alongside the Company.

31.5 If the Company ceases to hold Investments in a Portfolio Company (otherwise than at the end of the life of the Company or its earlier termination in accordance with the Articles of Association) the General Partner shall not make, without the prior written consent of the Investors' Committee , any Investment in such Portfolio Company until the expiry of a 3-month period after the disposal by the Company of its Investment in such Portfolio Company (expect in case of initial public offering where this prohibition shall not apply).

31.6 The General Partner and the Advisory Company shall not create any new investment vehicle whose Investment Charter is substantially the same to that of the Company until the Final Closing Date. Nothing in the foregoing shall prevent the Company from creating any number of SPVs as defined herein.

31.7 The General Partner acting on behalf of the Company entered into a co-investment agreement with Edmond de Rothschild Investment Partners acting on behalf of Edmond de Rothschild Private Equity China FCPR (the "FCPR"). Under the terms of this agreement, when the Company and the FCPR will co-invest together, each of them will invest on a prorata basis according to their respective investment capabilities.

Co-investments shall be executed simultaneously and under the same conditions, in particular price; the co-investments shall be jointly divested under the same conditions. In the event that only a partial divestment is possible, the Company and the FCPR shall sell together part of their respective shareholdings, each in proportion of their respective quota in total shareholdings of the Portfolio Company.

31.8 The transfer of shares in a company held or managed for more than twelve (12) months between the Company and a related company of the General Partner can only be undertaken subject to (i) the intervention of an independent expert (possibly the Auditor), who will give an opinion on the price, and (ii) the intervention of a third-party investor for a significant amount and (iii) prior approval of the Investors' Committee.

For any transfer of securities in a company held or managed for more than twelve (12) months, the annual report of the concerned accounting period must indicate the identity of the securities in question, their acquisition cost and the valuation method used for these transfer controlled by an expert and/or of remuneration of the porterage.

Art. 32. Portfolio Valuation. The Company's Assets ("Company's Assets") include all the securities held in the Portfolio Companies, valued as indicated hereafter, plus receivables, cash and short term investments. The Company's Net Assets ("Net Assets") are calculated by deducting the Company Liabilities from the Company's Assets.

The value of all securities will be translated into Euro in accordance with the foreign exchange rates applicable in Luxembourg at the valuation date.

In order to verify that the principles defined below are used, the portfolio valuation will be submitted to the Auditor by the General Partner, prior to the calculation of the Value of the Shares. If the Auditor has any comments to make to the General Partner, he must do so within fifteen (15) days. The General Partner and the Auditor will keep the Custodian informed. Any comments made by the Auditor will be brought to the attention of the Shareholders in the annual report.

In order to determine the values of the Shares (the "Values"), the securities in the portfolio are valued by the General Partner in accordance with the valuation guidelines contained in the "international private equity and venture capital valuation guidelines" published by the AFIC, the BVCA and the EVCA in October 2006 or in accordance with these same guidelines as updated in the future (the "Valuation Guide").

(i) Valuation of quoted securities

Quoted securities are valued according to the following criteria:

(a) French securities admitted to listing on a regulated market are valued on the basis of their last quoted price on the regulated market where they are traded on the valuation date, or on the last working day preceding the valuation date where the latter is not a working day;

(b) Non French securities admitted to listing on a regulated market are valued on the basis of their last quoted price on the regulated market if they are traded on a French regulated market on the valuation date, or on the last working day preceding the valuation date where the latter is not a working day or their last quoted price on their main market translated into euros using the foreign exchange rates applicable in Paris at the valuation date.

(c) Securities traded on a non-regulated market are valued on the basis of the last trading price on this market on the valuation date, or on the last working day preceding the valuation date where the latter is not a working day; However where the amount of transactions on the market in question is very limited and the price is not significant, these securities are valued in the same manner as non-quoted securities.

This method is only applicable if the price reflects an active market. An instrument will be considered to be traded on an active market if it is possible to obtain a quoted price without delay and in a regular manner from a stock market, a stockbroker, a listing service, or a regulatory body, and if these quoted prices represent effective and regular transactions carried out under normal market conditions.

An illiquidity discount can be applied to the amounts obtained using the above valuation criteria if transactions on the securities in question are subject to official restrictions and/or a risk exists that it may not be possible to sell the securities immediately.

(a) For quoted securities which are subject to a restriction on their sale or a lock-up period, a discount of 25% is applied to the market price;

(b) For quoted securities which are not subject to a restriction on their sale, but for which daily transaction volumes are insufficient to enable an immediate sale, a discount will be applied. The extent of this discount will depend on the level of illiquidity of the security in question, and will generally be between 10% and 25%.

These two types of discounts will not be simultaneously applied. In certain circumstances, transaction volumes do not reflect a relevant indicator of the liquidity of a security. This will notably be the case for securities for which the volumes traded on the market are insufficient to arouse the interest of certain investors, who would nevertheless be ready to purchase larger volumes in off- market transactions. In such a case, it is necessary to take account of the prices and the amounts of these off-market transactions to determine the liquidity of the security.

The General Partner shall disclose any exceptions to the application of the above discounts, and shall set out the reasons for its choices, in its annual report.

(ii) Shares of UCITS and rights in investment entities

Shares of SICAVs, shares of mutual funds on monetary market are valued on the basis of the last known liquidation value at the valuation date.

(iii) Valuation of unquoted securities

Unquoted securities are valued in accordance with the fair value method (market value).

The following methods can be used to value such securities. The combination of these methods will be used to determine the market value of the securities in question.

(a) recent transactions: investments in unquoted securities can be valued by reference to a significant transaction in respect of such securities executed with an independent third party under normal market conditions,

(b) profit multiples: the valuation can be carried out by applying valuation multiples to the invested entity. These multiples are determined on the basis of ratios such as: stock market capitalisation, cash-flow, profits, EBIT, EBITDA. These multiples and ratios are determined using a sample of companies comparable to the invested entity or from the same business sector.

(c) discounted cash flows: the valuation can also be carried out using the discounted cash flow method.

The same methods must be applied from one period to the next, unless a change occurs at the level of the enterprise.

In order to estimate the fair value of an investment, the General Partner uses methodology that is appropriate to the nature, characteristics and circumstances of the investment and will make reasonable assumptions and estimates. The

enterprise's stage of development and/or its capacity to consistently generate profits or positive cash flows will also influence the choice of methodology.

In order to calculate fair value on the basis of the characteristics and circumstances of investments, reference is made to the Valuation Guide.

Where fair value cannot be estimated reliably, the investment must be valued at the same value as in the previous reporting, unless the investment is clearly impaired. In such a case, the value must be reduced so as to reflect the estimated extent of the impairment.

(iv) Other Investments

The investments of the Company which cannot be valued as set forth above or which could not be valued precisely in accordance with the above valuation guidelines shall be made on their fair value estimated in good faith and in accordance with the EVCA guidelines The value of the Portfolio Investments shall be quoted in Euros based on the exchange rate between RMB and Euro published by the People's Republic of China Central Bank as of the quarterly valuation date.

The Company may delay the calculation of the Company Asset in the following cases:

(a) during any period when any of the principal stock exchanges or other markets on which a substantial portion of the Portfolio Companies listed or dealt in is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended;

(b) during the existence of any state of affairs which constitutes an emergency as a result of which disposal or valuation owned by the Company would be impracticable;

(c) during any breakdown in the means of communication normally employed in determining the price or value of any of the Portfolio Companies or the current price or value on any stock exchange or other market;

(d) during any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of shares or during which any transfer of funds involved in the realization or acquisition of Investments or payments due on redemption of shares cannot, in the opinion of the General Partner, be effected at normal rates of exchange;

Art. 33. Valuation of the Shares. The values of the Shares (the "Share Value") will be established as of the end of each quarter, namely as of March 31, June 30, September 30 and on December 31. The General Partner will submit to the Auditor the Shares Value as established as of June 30 and December 31.

The Value of each category of Shares is determined by computing the amount that would have been distributed to each category of Shares, pursuant to these Articles of Association, if all of the Investments had been sold on the valuation date at a price equal to the valuations of the Net Asset determined in accordance with Article 32.

For the purpose of these computations, the amount of the Shares Reserve shall be treated as if it had been distributed to the B shareholders. However, when calculating the Value of the B shares, the amount of the B Shares Reserve shall however be deducted from the Share Value of the B shares, in order to take into account the contingent nature of such amounts.

The Share Values of the Shares will be communicated to all Investors and are available at the offices of the General Partner and of the Custodian. The Value of the Shares and more generally all information and documents of any kind communicated by the Company or the General Partner to the Shareholders shall be regarded as strictly confidential and not disclosed to any Person.

Art. 34. Custodian.

34.1 The custody of the Assets of the Company shall be entrusted to BPERE, or another depositary at the sole discretion of the General Partner (the "Custodian"). The Custodian shall be a credit institution within the meaning of the law of 5 April 1993 relating to the supervision of the financial sector, as amended, having its registered office in Luxembourg or being established in Luxembourg if its registered office is located in another jurisdiction. In any case, a Custodian may take up its duties only after having been approved in writing by the CSSF.

34.2 The Custodian's liability shall not be affected by the fact that it may entrust all or part of the Company Asset it has in custody to a third party.

34.3 The Custodian will receive a fee in accordance with current banking practice in Luxembourg.

34.4 The duties of the Custodian shall cease, respectively:

(i) in the case of voluntary withdrawal of the depository or in the case of its removal by the Company; until it is replaced, which must happen within two months, the Custodian must take all necessary steps for the good preservation of the interests of the Investors;

(ii) where the Company or the Custodian has been declared bankrupt, has entered into a composition with creditors, has obtained a suspension of payment, has been put under court-controlled management or has been the subject of similar proceedings or has been put into liquidation;

(iii) where the CSSF withdraws its authorisation of the Company or of the Custodian.

Chapter VI. Supervision of the Accounts

Art. 35. Independent Auditor.

35.1 The audit of the accounts of the Company shall be entrusted to an Auditor ("réviseur d'entreprises indépendant"), whose appointment shall be made through a resolution approved at a general or at an extraordinary general meeting of Shareholders.

35.2 The Auditor shall be appointed by the Company for one Annual Accounting Period. The Auditor mandate shall automatically be renewed each year, unless the General Partner proposes the appointment of another Auditor to the Investors at the annual shareholders' meeting.

35.3 The Auditor will perform the verifications and audits provided for by Luxembourg law and, in particular, will opine as to the accuracy and regularity of the accounts and any information of an accounting nature contained in the management reports.

Chapter VII. Financial Year

Art. 36. Annual Accounting Period. The accounting period ("Accounting Period") corresponds to the period beginning on the day following the closing date of the preceding Accounting Period and ending either (i) December 31, of the current year or, (ii) on such other date as the General Partner may determine and notify to the Investors, or (iii) the date established for the liquidation of the Company for the final Accounting Period.

The first Accounting Period commences from the date of the formation of the Company and shall terminate on December 31, 2009.

With the exception of the first and the last Accounting Periods, the normal term of an Accounting Period is twelve (12) consecutive calendar months, except as otherwise decided by the General Partner and notified to the Investors.

Art. 37. Quarterly and Half-Yearly Accounts and Reports. As soon as possible following the end of each quarter of an Accounting Period, and in any event, at the latest eight (8) weeks after March 31, June 30, September 30 and December 31, the General Partner shall prepare and send to the Investors (i) an unaudited inventory of Assets and (ii) a report including the details of Investments completed and of Investments sold during the relevant quarter as well as a schedule of the Investments and of other Assets held by the Fund, with a brief commentary concerning changes therein. In addition, among these inventories, those prepared at the end of each half year of the Accounting Period shall be opined upon by the Auditor.

Art. 38. Audited Annual Accounts. As soon as possible following the end of each Accounting Period, and in any event, at the latest three months and a half after the end of each Accounting Period, the General Partner shall send to all Investors a copy of the annual accounts audited by the Auditor accompanied by its report and the management report of the General Partner. The management report of the General Partner will contain, among other matters (i) the advices fees invoiced by the General Partner (or companies related to it) and (ii) the calculation of the Management Fee after taking into account the other income received as referred to in Article 15.1.2, specifying the nature of such services rendered, their amount, the companies invoiced and the provider, as well as the reasons that led the General Partner, if and as applicable, to retain a related company as a provider. The first audited annual accounts shall relate to the first Accounting Period.

Art. 39. Investors' Requests. The General Partner will deliver to each Investor all additional information concerning an Investment that an Investor may reasonably request relating to information furnished to it in compliance with Articles 37 and 38. The General Partner is by no means required to disclose information that the law governing the relevant Investment or an agreement concluded in the context of such an Investment (including confidentiality agreements) prohibit it from disclosing.

Chapter VIII. Distribution

Art. 40. Rights attached to the Shares. The respective rights of the Class A Shares and of the Class B Shares are as follows, indicated in the order of priority set forth in Article 41 below:

(i) Class A Shares have a right to receive (a) an amount equal to their subscribed and paid in amount, (b) the amount of the Preferred Return and (c) 80% of the balance of Company Net Income and Net Gain.

(ii) Class B Shares have a right to receive (a) an amount equal to their subscribed and paid in amount, and (b) 20% of the balance of Company Net Income and Net Gain.

The Class B Shares have no right, subject to Article 41 below, to the 20% of the estimated Company Net Income and Net Gain. Nevertheless, in anticipation of the effective realization of these Company Net Income and Net Gain, the amounts corresponding to the potential rights of the Class B Shares out of these sums are allocated to the Shares Reserve caption in the Company's accounting records in calculating the Company's net assets.

Art. 41. Exercise of Rights attached to the Shares. The rights attached to the Classes A and B Shares shall be exercised during the cash distributions made by the Company regardless of the event giving rise to such a distribution (including in

the event of application of the provisions of Articles 43 and 44 relating to the dissolution and liquidation of the Company) solely according to the following distribution waterfall:

i) first, to holders of the Class A Shares, up to a limit of the amounts paid in;

ii) second, to holders of the Class B Shares, up to a limit of the amounts paid in;

iii) third, to holders of the Class A Shares, to the extent of the Preferred Return;

iv) the balance, if any, is distributed among the Shareholders as follows:

- 80% of such balance to the Class A Shareholders;

- 20% of such balance to the Class B Shareholders.

v) The proportion of the distributions allocated to the Class A Shareholders on the whole (with respect of the above distribution waterfall defined from i to iv) is then shared between Class A1 and A2 Shares in consideration of the management expenses proportion borne by each category of shares.

Within each Share category, the division of distributions shall be made pro-rata, based upon the number of existing Shares.

Despite the provisions of this Article 40, all amounts that shall be distributed to the Class B Shares according to the same provisions will be allocated in the Company's accounting records to a caption entitled Shares Reserve ("Share Reserve"), in order to ensure that the distribution of the Net Proceeds by the Company fulfil effectively distribution rights of Class A Shares established above. The caption will be readjusted at each quarterly calculation of values.

The Company value, for the calculation of the Value of the shares as defined in Article 33 of the Articles of Association, is attributed to each category of Shares in accordance with the same distribution waterfall.

The amount of the Share Reserve shall be released to the benefit of the Class B Shareholders only from the last call of Further Drawdown made by the General Partner and if at this date the Class A shareholders have received an amount equal to all paid in amount including the last call of Further Drawdown. In the case of, consequently to sequences of distributions of Net Proceeds Class A Shares should not have received their paid in amount increased by the preferred return, so the difference between what they should have received and what they received will be removed from the Share Reserve and paid to Class A Shareholders until the total payment of the sums due.

If, despite the prior provisions, the cumulated amount of the amounts paid to the Class B Shareholders would exceed the amount effectively due according to their right of distribution above, the amount received in excess shall be immediately paid back to the Company, without taking into account any tax the Class B Shareholders would have to borne because of these payments.

Art. 42. Distribution of Assets.

42.1 Distribution policy

The General Partner will distribute the Net Proceeds from the sale of Portfolio Companies as soon as possible and generally, will not reinvest this Net Proceed in new Investments, except Net Proceed from Bridging Investments.

The General Partner may retain sufficient amounts in the Company as required for the purposes of prudence and good management in order to:

(i) make Add-On Investments in Portfolio Companies;

(ii) pay the debts of the Company or commitments relating to various expenses of the Company (notably the Management Fee, and the compensation of the Custodian and the Auditor).

However, in order to enable the Company to invest an amount equal to the total Commitments, the Company shall reinvest an amount equal to the expenses borne by the Company. Nevertheless, the total amount thus reinvest, increased by the amount initially invest by the Company during its existence (except Bridging Investments) will not in any case exceed the amount of the Total Commitment.

All distributions of the Company's Assets shall be expressly referred to in the quarterly reports provided for in Article 37.

No distribution shall take place before the end of the Subscription Period apart from Temporary Distributions as provided for in Article 42.4

The distributions shall be made in the form of cash and according to the order of distribution set forth in Article 40.

Prior to the liquidation of the Company, the General Partner may only distribute securities in kind if such securities:

(i) are admitted on a Financial Market,

(ii) are traded actively enough to ensure satisfactory liquidity as determined by the General Partner,

(iii) are not subject to a "lock-up" or any other similar legal, regulatory or contractual restriction on their Transfer, and

(iv) under the condition that the General Partner notifies the Investors of such distribution in kind at least ten (10) Business Days before the planned date, specifying the date of the proposed distribution and the securities to be distributed.

Any distributions in kind of quoted securities shall be made at a value equal to the average of the opening prices of such securities on each of the ten (10) trading days preceding the distribution date, net of any selling cost incurred by the Company in connection with such distribution. Distributions in kind of Quoted Securities shall be made such that

each Investor receives, to the extent possible, his proportion of all the securities of each category that can be distributed plus a cash compensation for any Investor who has not received the total number of securities to which it held rights.

Each Investor will have seven (7) Business Days from the date of the reception of the notification to notify in writing his renunciation to this distribution in kind of the said quoted securities. If no written renunciation is notify to the General Partner within this period of seven (7) days, the General Partner may distribute in kind the quoted securities to this Investor. If this Investor has renounced to the reception of the quoted securities, the General Partner will make its best reasonable efforts to sell the quoted securities on the market and will distribute to the Investor the price from the quoted securities sale, net from the expenses incurred by the General Partner in relation to this sale. Despite the previous provisions, the Investor who renounced to the distribution in kind of the quoted securities will be presumed according to this Articles of Association having received in kind the quoted securities.

42.2 Allocation of Distributable Income

Distributable income is equal to the net income of the accounting period, increased by retained earnings and increased or decreased by the balances on accrued and deferred income accounts at the balance sheet date (the "Distributable Income").

Pursuant to the law, the net income for the accounting period shall be equal to the amount of interest, arrears, dividends, premiums and bonuses, directors fees and any other income relating to the securities comprising the portfolio of the Company, increased by interest on cash sums momentarily available and decreased by the Management Fee, other management expenses, any allowances to provisions for impairment or other provisions and expenses related to borrowings.

In the event that the Company generates Distributable Income, the General Partner may decide to retain all or part of the Distributable Income, including it in assets, or decide to distribute such amounts in accordance with the distribution waterfall referred to in Article 40. Total or partial distributions shall take place within five (5) months of the end of the Accounting Period. The Management Company may also decide during the accounting period to make one or more interim distributions up to a maximum amount of the net income recorded on the date of the decision.

If Distributable Income for the Accounting Period is negative, the net loss incurred during the Accounting Period shall be taken to retained earnings and deducted from the Assets distributed during the following Accounting Period. If there is a net loss on liquidation of the Company, the loss will be deducted from the value of the Assets distributed on liquidation.

For the purposes of this article, the amount of income distributed to each Investor shall be deemed to be the total amount of the Distributable Income paid to that Investor plus any French tax withheld therefrom. In addition, to the extent that the Company has received income which has been subject to withholding tax or is entitled to a French avoir fiscal or any other form of tax credit, the amount of income distributed to any Investor shall be deemed to be the aggregate of the Distributable Income plus any avoir fiscal or tax credit to which the Investor is entitled.

42.3 Distribution of assets

The General Partner may make distributions of the Company's Assets in the form of cash, with or without the redemption of Shares and in accordance with the distribution waterfall referred to in Article 40.

Except in connection with a liquidation, the Company shall not distribute Proceeds, if as a result thereof, the Net Asset Value of the Company would fall below one million Euro (EUR 1,000,000.-) in the aggregate.

Any distribution made without the redemption of Shares shall be deducted from the Value of the Shares of the category of Shares concerned by the distribution.

42.4 Temporary distributions

The Company may also make temporary distributions (the "Temporary Distributions") at the General Partner's initiative. Any Temporary Distribution shall be made pro-rata, based on the Commitments of the Investors, and will increase the Undrawn Commitments of each Investor who has received such Temporary Distributions. They may thereafter be called again in one or more Further Drawdown without any issuance of new Shares. Any repayment by the Investors of a Temporary Distribution will increase the Value of the Shares whose Value had previously been reduced by such Temporary Distribution. Such a payment may be made, wholly or partly, by offsetting the amount to be paid back against any amounts that the Company proposes to distribute to such Investors.

Temporary Distributions notified to Investors by the General Partner may be made in the following three (3) cases:

(i) If, after acceptance of the Subscriptions of Subsequent Investors, the Company has cash exceeding its requirements, the Company may distribute the excess cash to the Investors in the form of a Temporary Distribution.

(ii) If a Further Drawdown is called in order to make an Investment or an Add-On Investment and the sums called are not used for the proposed Investment, the Company may distribute all or part of the Further Drawdown Called in the form of a Temporary Distribution.

(iii) If the Company sells all or a part of an Investment in respect of which the Company (or the General Partner on behalf of the Fund) has granted warranties and/or indemnities or a price adjustment clause in the context of the sale, the Company may, after the Final Closing Date, distribute, in the form of a Temporary Distribution, the portion of the Proceeds of the Investment corresponding to the risk borne by the Company with respect to such warranties, indemnities and adjustments (the Net Proceeds being distributed definitively). Investors can only be required to pay back in all or part of the amounts received pursuant to this paragraph (c) to the extent that a claim has been successfully made under

such warranties/indemnities or this price adjustment. In order to allocate the amount among the Investors, the General Partner will proceed with a new computation of the distribution waterfall, based on the adjusted amount of the distributed Proceeds.

The amount actually invested by the Company, excluding amounts reinvested in application of paragraphs (i), (ii), and (iii) above, shall not in any event exceed one hundred percent (100%) of the Total Commitments.

In all of the instances set forth above, the General Partner shall specify in the letter notifying the Investors of the reimbursement that the amounts thus reimbursed to Investors may be drawn again at a future date.

Chapter VIII. Dissolution, Liquidation

Art. 43. Dissolution.

43.1 The Company shall be automatically dissolved upon completion of the term as provided by Article 4 of the Articles of Association.

43.2 The Company may also be dissolved at any date by a decision of the General Partner provided that it obtains the consent of the holders of a majority of the Shares.

43.3 In addition, the Company will be automatically dissolved in any one of the following events:

(i) if the net Asset Value remains below one million Euro (EUR 1,000,000.-) for a period of one hundred twenty (120) days, unless the General Partner merges the Company with one or more funds that it manages;

(ii) if the agreement between the Custodian and the General Partner for the Custodian's duties is terminated by one of the parties, and if no other Custodian is appointed by the General Partner within a maximum of one year after receipt of the notice of termination; or

(iii) if the General Partner is dissolved or subject to bankruptcy proceedings, if the General Partner ceases to be authorized to manage the Company in Luxembourg, or if the General Partner ceases to be in business for any reason whatsoever. In this event, the Company will not be dissolved if the majority of the Shareholders decide to continue the Company and choose a new General Partner previously approved by the CSSF. Any new General Partner must agree to adhere to the rules that have been accepted by the present General Partner.

Art. 44. Liquidation.

44.1 The liquidation of the Company will be carried out by the General Partner or such other liquidator appointed with the prior approval of the CSSF by the general meeting of Shareholders who will determine the liquidator's powers. The Management Fee remains due during the liquidation period to the General Partner acting as liquidator, or to such other party who may serve as liquidator.

44.2 The liquidator will be vested with the broadest powers to, in the Investors' interest, sell any Company Asset, to pay any creditors and to distribute the remaining balance amongst the Shareholders in proportion to their rights and in accordance with Article 40. During the liquidation period, the liquidator may sell any or all of the Portfolio Companies on the best terms available or may, at its discretion, distribute all or any of the securities of Portfolio Companies in specie whether or not such Portfolio Companies are listed on a Stock Market. In the case of distributions in specie of Quoted Securities or of unquoted securities, the value of such securities for distributions purposes shall be determined as set forth in Article 32. Shareholders receiving a distribution of securities of Portfolio Companies in specie shall be bound by the provisions of any agreements relating to such Portfolio Companies, to the extent such agreements so provide.

44.3 The liquidator shall cause the Company to pay all debts, obligations and liabilities of the Company and all costs of liquidation and shall make adequate provision for any present or future contemplated obligations or contingencies in each case to the extent of the Company Asset.

44.4 On the Final Liquidation Date, the liquidator will verify that the Paid-in Capital for all the issued Class A and Class B Shares was repaid to the Shareholders and that the Preferred Return was paid in full. Should Paid-in Capital for all the issued Class A and Class B Shares and the Preferred Return have not been paid in full to the Shareholders, the liquidator must distribute the amounts of the Share Reserve to the Class A Shareholders as well as to the Class B shareholders until the Paid-in Capital for all the issued Class A and Class B Shares and the Preferred Return are paid in full.

44.5 After such distributions, if the amount distributed to the Class B shareholders exceeds twenty percent (20%) of the Company net profit, the amount of the Share Reserve exceeding twenty percent (20%) of the Company net profit will be distributed to the Class A shareholders. Any amounts remaining in relation to the Share Reserve will then be distributed to the Class B shareholders.

Chapter IX. Euro - Notification

Art. 45. Euro. The General Partner will keep the books of the Company in Euro. Any payment made by an Investor to the Company and all distributions made by the Company shall be made in Euro.

The investment in the Company may involve currency exchange rate risks. The investments of the Company and the income of the investments received by the Company will be denominated primarily in euros but can also be received in other currencies (US dollar or RMB). However, the accounts book will be maintained and the distributions will all be made in euros. Accordingly changes in currency exchange rates may adversely affect the Euro value of investments interest and dividends received by the Company, gains and losses realized on the sale of investment to be made by the Company.

The Company may enter into hedging transactions designed to reduce such currency risk. The General Partner will be able to subscribe to hedging instruments only up to the threshold of 50% of the Asset of the Company.

Art. 46. Notification. To be effectively made, any notification anticipated by the Articles of Association must be sent in French and/or English to the recipient (according to the language chosen) at the General Partner address set forth above and /or as indicated in the Subscription Agreement or the Transfer Agreement of the relevant Investor, as applicable, or to any other address of which notice has been given by the recipient to the General Partner (for use by Investors) and/or to the Investors (for the General Partner), in compliance with these provisions. Any notification must be hand delivered with acknowledgement of receipt, dated and signed by the Person who set it and the addressee (or its postal representative) or sent by fax and/or email confirmed by registered letter with a request for acknowledgement of receipt or by international courier service for foreign-based Investors. A hand delivered notification shall be deemed sent and received on the date of its receipt. A notification addressed by fax and/or email confirmed by registered letter with a request for acknowledgement of receipt or by international express courier service shall be deemed (i) sent the date of the fax and/or the email (or the following day if sent after 6 pm (local time in the place sent)) and (ii) received on the date stated on the notice of receipt or, if the registered letter was not collected, on the day it was first presented.

Chapter IX. Applicable Law

Art. 47. Applicable Law. All matters not addressed by the Articles of Association shall be determined in accordance with the Company Law and with the SICAR Law.

Expenses

The expenses, costs, remuneration or charges in any form whatsoever which will be borne to the Company as a result of the presently stated increase of capital are estimated at approximately four thousand Euro.

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

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

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

WHEREOF the present notarial deed was drawn up in Luxembourg, on the day first written above.

The document having been read to the persons appearing, all of whom are known to the notary by their full name, civil status and residences, the members of the bureau signed together with Us, the notary, the present deed.

Suit la traduction en langue française du texte qui précède:

(*N.B. Pour des raisons techniques, ladite version française est publiée au Mémorial C-N° 1236 du 14 juin 2010* .)

Signé: N. CUISSET, R. UHL, J. ELVINGER.

Enregistré à Luxembourg A.C., le 19 avril 2010. Relation: LAC/2010/16684. Reçu soixante-quinze euros (75,- €).

Le Receveur (signé): Francis SANDT.

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

Luxembourg, le 22 avril 2010.

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