

# MEMORIAL

Journal Officiel  
du Grand-Duché de  
Luxembourg



# MEMORIAL

Amtsblatt  
des Großherzogtums  
Luxemburg

## RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 1704

20 août 2010

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**Impe Lux S.à r.l., Société à responsabilité limitée.**

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.  
R.C.S. Luxembourg B 87.846.

Les comptes annuels au 31 août 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.

*Pour IMPE LUX S.à r.l.*

Intertrust (Luxembourg) S.A.

Signatures

Référence de publication: 2010084524/12.

(100094579) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

**Knightsbridge Luxembourg S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 159.992,00.**

Siège social: L-1420 Luxembourg, 7, avenue Gaston Diderich.  
R.C.S. Luxembourg B 140.530.

In the year two thousand and ten, on the twenty-eighth day of May,

Before Maître Joseph Elvinger, notary, residing in Luxembourg, Grand-Duchy of Luxembourg, undersigned.

Is held an extraordinary general meeting of the sole shareholder of Knightsbridge Luxembourg S.à r.l., a société à responsabilité limitée (private limited liability company) duly incorporated and validly existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 7 Avenue Gaston Diderich, L-1420 Luxembourg, with a share capital of USD 159,992, and registered with the Luxembourg Registre de Commerce et des Sociétés (Trade and Companies Register) under number B140530 (the "Company").

Incorporated pursuant a deed of Maître Jean Seckler, notary residing in Junglister on the 18<sup>th</sup> July 2008, published in the Mémorial C, Recueil des Sociétés et Associations number 2030 on the 21<sup>st</sup> August 2008.

There appeared:

- Knightsbridge Holdings Ltd., a limited liability company duly incorporated and validly existing under the laws of Canada, having its registered office at Suite 3334, 1055 Dunsmuir Street, Vancouver, British Columbia, V7X 1G4, Canada, and registered under number BC0708209;

(the "Sole Shareholder").

Here represented by Régis Galiotto, jurist, with a professional address in Luxembourg, by virtue of a power of attorney given under private seal.

The said power of attorney, initialled ne varietur, shall remain annexed to the present deed for the purpose of registration.

The appearing party, through its attorney, requests the notary to enact that:

1. the presence or representation of the Sole Shareholder and the number of shares held by it are shown on an attendance list;
2. as appears from the attendance list, the 159,992 shares, representing the whole share capital of the Company, are represented so that the meeting can validly decide on all the items of the agenda of which the Sole Shareholder has been duly informed; and
3. the agenda of the meeting is the following:

*Agenda*

1. Consolidation of the different classes of shares of the Company into one class of ordinary shares
2. Subsequent amendment of the articles of association of the Company to reflect the consolidation of the different classes of shares
3. Transfer of the central administration and registered office of the Company from the Grand-Duchy of Luxembourg to Malta, and subsequent adoption by the Company of Maltese nationality by registration of the Company as continued in Malta as a private limited company, without loss of its legal personality
4. Subsequent removal and discharge of the managers of the Company and appointment of directors and a secretary of the Company
5. Subsequent amendment of the articles of association of the Company in their entirety
6. Miscellaneous

After the foregoing was approved by the Sole Shareholder, the following resolutions were unanimously taken:

#### *First resolution*

It is unanimously resolved to consolidate the different classes of shares of the Company, namely the:

- 0 class A shares,
- 19,999 class B shares,
- 19,999 class C shares,
- 19,999 class D shares,
- 19,999 class E shares,
- 19,999 class F shares,
- 19,999 class G shares,
- 19,999 class H shares,
- 19,999 class I shares,

into one class of 159,992 ordinary shares.

#### *Second resolution*

As a result of the foregoing resolution, it is unanimously resolved (a) to amend article 5 of the articles of association of the Company, so as to read as follows:

The issued share capital of the Company is set at USD 159,992 (one hundred and fifty-nine thousand, nine hundred and ninety-two United States Dollars) divided into 159,992 (one hundred and fifty-nine thousand, nine hundred and ninety-two) ordinary shares, each share with a nominal value of USD 1 (one United States Dollar), with such rights and obligations as set out in these Articles of Incorporation and all having been entirely paid up.

The capital of the Company may be increased or reduced by a resolution of the sole shareholder or in case of plurality of shareholders by a resolution of the general meeting of the shareholders, adopted in the manner required for amendment of these Articles of Incorporation.

The share capital of the Company may be reduced through the cancellation of Shares.

and (b) to amend paragraph 6 of article 18 of the articles of association, so as to read as follows:

The total distributed amount shall be distributed equally to all shareholders pro rata to their shares.

#### *Third resolution*

It is unanimously resolved to transfer the central administration and registered office of the Company from the Grand-Duchy of Luxembourg to Malta, with the new registered office of the Company being situated at 7<sup>th</sup> Floor, 2 Airways House, High Street, Sliema SLM 1549, Malta, and as a consequence thereof that the Company adopt Maltese nationality, without loss of its legal personality, such transfer being subject to and effective on the date of registration of the Company in Malta, and to authorise the Company to be registered as being continued in Malta,

#### *Fourth resolution*

As a result of the foregoing resolution, it is unanimously resolved that with effect from the date of the continuation of the Company in Malta (that is, on the date of issuance by the Registrar of Companies in Malta of the relative Certificate of Provisional Continuation):

(a) all of the managers of the Company are to be removed and granted a full discharge for the performance of the duties of managers of the Company from the date of their appointment until the date of their removal; and

(b)

- Miss Lyn Gaskell, of Flat 2 Cassar Court, St George Street, Gzira GZR 1331, Malta; and

- Mr Paul Ash, of 262 Orchard Hill Drive, Winnipeg, Manitoba, R3X 1J8, Canada;

are to be appointed as directors of the Company; and

- Miss Fiorella Manara, of 5 Oakleaf, Sur Fons Street, St. Julian's SLM 05, Malta;

is to be appointed as secretary of the Company;

subject to the registration of the Company in Malta.

#### *Fifth resolution*

As a result of the foregoing resolutions, it is unanimously resolved to substitute the articles of association of the Company in their entirety with the document attached hereto and marked Doc. "A", with this resolution subject to and to take effect from the date of issuance by the Maltese Registrar of Companies of the relative Certificate of Provisional Continuation in favour of the Company pursuant to Regulation 6 of the Continuation of Companies Regulations 2002 (SL 386.05, Laws of Malta)

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

### Costs

The costs, expenses, fees and charges, in whatever form, that are to be borne by the Company or which shall be charged to it in connection with this deed, have been estimated at about two thousand two hundred Euros (2,200.- EUR).

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

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

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

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

L'an deux mille dix, le vingt-huit mai,

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

Se réunit une assemblée générale extraordinaire des associés de la société Knightsbridge Luxembourg S.à r.l., une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 7, avenue Gaston Diderich, L-1420 Luxembourg, Grand-Duché de Luxembourg, ayant un capital social de 159.992 USD, et immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 140530 (la "Société");

Constituée suivant acte reçu par Maître Jean Seckler, notaire de résidence à Junglinster en date du 18 juillet 2008, publié au Mémorial C, Recueil des Sociétés et Associations numéro 2030 du 21 août 2008,

A comparu:

- Knightsbridge Holding Ltd., une société de droit canadien, ayant son siège social Suite 3334, 1055 Dunsmuir Street, Vancouver, Colombie Britannique, V7X 1G4, Canada, et immatriculée sous le numéro BC0708209;  
(l'"Associé Unique")

Ici représenté par Régis Galiotto, juriste, demeurant professionnellement à Luxembourg, en vertu d'une procuration donnée sous seing privé.

Ladite procuration, après avoir été signée ne varietur, restera annexée au présent acte aux fins d'enregistrement.

La partie comparante, par l'intermédiaire de son mandataire, prie le notaire d'acter que:

1. la présence ou la représentation de l'Associé Unique, ainsi que le nombre de parts sociales qu'il détient figurent sur une liste de présence;
2. ainsi que cela ressort de la liste de présence, les 159.992 parts sociales, représentant l'intégralité du capital social de la Société, sont représentées, de sorte que l'assemblée peut décider valablement sur tous les points portés à l'ordre du jour, dont l'Associé Unique a été préalablement informé, et
3. l'ordre du jour de l'assemblée est le suivant:

#### *Ordre du jour*

1. Consolidation des différentes catégories de parts sociales de la Société en une seule catégorie de parts sociales ordinaires;
2. Modification subséquente des statuts de la Société afin de refléter la consolidation des différentes catégories de parts sociales;
3. Transfert de l'administration centrale et du siège social de la Société du Grand-Duché de Luxembourg à Malte, et adoption subséquente par la Société de la nationalité maltaise par immatriculation de la Société pour la poursuite de son existence à Malte en tant que société à responsabilité limitée de droit maltais (private limited company), sans perte de sa personnalité juridique;
4. Révocation subséquente et décharge des gérants de la Société et nomination des administrateurs (directors) et d'un secrétaire (secretary) de la Société; et
5. Modification subséquente des statuts de la Société dans leur intégralité;
6. Divers.

Après que l'agenda ait été approuvé par les Associés, les résolutions suivantes ont été prises:

#### *Première résolution*

Il est unanimement décidé de fusionner les différentes catégories de parts sociales de la Société, à savoir:

- 0 parts sociales de la catégorie A,
- 19.999 parts sociales de la catégorie B,
- 19.999 parts sociales de la catégorie C,
- 19.999 parts sociales de la catégorie D,
- 19.999 parts sociales de la catégorie E,

- 19.999 parts sociales de la catégorie F,
  - 19.999 parts sociales de la catégorie G,
  - 19.999 parts sociales de la catégorie H,
  - 19.999 parts sociales de la catégorie I,
- en une seule catégorie de 159.992 parts sociales ordinaires.

#### *Deuxième résolution*

En conséquence de la résolution qui précède, il est unanimement décidé (a) de modifier l'article 5 des statuts de la Société, pour être lu comme suit:

"Le capital social émis de la Société est fixé à 159.992 USD (cent cinquante neuf mille neuf cent quatre-vingt-douze dollars américains) divisé en 159.992 (cent cinquante neuf mille neuf cent quatre-vingt-douze) parts sociales ordinaires, ayant une valeur nominale de d'1 USD (un dollar américain) chacune, conférant à leur titulaire les droits et obligations figurant dans les Statuts, et toutes entièrement libérées.

Le capital social de la Société pourra être augmenté ou réduit par décision de l'associé unique, ou en cas de pluralité d'associés par décision de l'assemblée générale des associés, prise dans les conditions prévues pour la modification des Statuts.

Le capital social de la Société pourra être réduit par l'annulation de parts sociales."

et (b) de modifier le paragraphe 6 de l'article 18 des statuts de la Société, pour être lu comme suit:

"Le montant total distribué devra être distribué de manière égale à tous les associés au pro rata du nombre de parts sociales qu'ils détiennent."

#### *Troisième résolution*

Il est unanimement décidé:

- de transférer l'administration centrale et le siège social de la Société du Grand-Duché de Luxembourg à Malte, le nouveau siège social de la Société étant fixé au 7<sup>th</sup> Floor, 2 Airways House, High Street, Sliema SLM 1549, Malte, et que la Société adopte en conséquence, la nationalité maltaise, sans perte de sa personnalité juridique, ce transfert devenant effectif sous réserve, et à la date de l'immatriculation de la Société à Malte, et
- d'autoriser l'immatriculation de la Société pour la poursuite de son existence à Malte.

#### *Quatrième résolution*

En conséquence de la résolution qui précède, il est unanimement décidé, avec effet à compter de la date de poursuite d'existence de la Société à Malte (c'est-à-dire, la date d'émission par le Registrar of Companies de Malte du Certificate of Provisional Continuation), que:

(a) l'ensemble des gérants de la Société seront révoqués et il leur est donné décharge pour l'exercice de leurs fonctions en qualité de gérants à compter de la date de leur nomination, jusqu'à la date de leur révocation; et

(b)

- Mme Lyn Gaskell, demeurant Flat 2 Cassar Court, St George Street, Gzira GZR 1331, Malte; et
  - M. Paul Ash, demeurant 262 Orchard Hill Drive, Winnipeg, Manitoba, R3X 1J8, Canada;
- seront nommés en tant qu'administrateurs (directors) de la Société; et
- Mme Fiorella Manara, demeurant 5 Oakleaf, Sur Fons Street, St. Julian's SLM 05, Malte;
- sera nommée en tant que secrétaire (secretary) de la Société;
- le tout sous réserve de l'immatriculation de la Société à Malte.

#### *Cinquième résolution*

En conséquence des résolutions qui précèdent, il est unanimement décidé de remplacer les statuts de la Société dans leur intégralité par le document annexé au présent acte sous "A", sous réserve de et avec effet à la date d'émission par le Maltese Registrar of Companies du document intitulé Certificate of Provisional Continuation en faveur de la Société conformément au texte de loi maltais Régulation 6 of the Continuation of Companies Régulations 2002 (SL 386.05, Laws of Malta).

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

#### *Estimation des frais*

Le montant des frais, dépenses, honoraires ou charges, sous quelque forme que ce soit qui incombent à la Société ou qui sont mis à sa charge en raison du présent acte notarié, s'élève à environ deux mille deux cents Euros (2.200.- EUR).

DONT ACTE, passé à Luxembourg, le jour, mois et an qu'en tête des présentes.

Et après lecture faite au mandataire des personnes comparantes, il a signé avec nous, notaire, le présent acte.

Le notaire instrumentant qui comprend et parle anglais acte par la présente qu'à la demande du mandataire des parties comparantes, le présent acte est rédigé en anglais suivi par une traduction française, et qu'en cas de divergences entre le texte anglais et le texte français, la version anglaise prévaudra.

Signé: R. GALIOTTO, Jn. ELVINGER.

Enregistré à Luxembourg A.C. le 1<sup>er</sup> juin 2010. Relation: LAC/2010/24053. Reçu douze euros (12.-€)

Le Receveur (signé): Francis SANDT.

POUR EXPEDITION CONFORME, délivrée aux fins de dépôt au Registre de Commerce et des Sociétés de et à Luxembourg.

Luxembourg, le 1<sup>er</sup> JUIL. 2010.

Joseph ELVINGER.

Référence de publication: 2010088160/209.

(100097329) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 juillet 2010.

**Agest Consult S.A., Société Anonyme.**

Siège social: L-2146 Luxembourg, 74, rue de Merl.

R.C.S. Luxembourg B 31.557.

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.

Luxembourg, le 1<sup>er</sup> juillet 2010.

Signature.

Référence de publication: 2010084393/10.

(100094637) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

**REFRAMIN, International Refractories and Minerals S.A., Société Anonyme.**

Siège social: L-5280 Sandweiler, Z.I. Rolach.

R.C.S. Luxembourg B 13.605.

L'an deux mil dix, le seize juin.

Par-devant Maître Paul BETTINGEN, notaire de résidence à Niederanven.

S'est réunie:

L'assemblée générale extraordinaire des actionnaires de la société anonyme „REFRAMIN, International Refractories and Minerals S.A.“, avec siège social à L-1899 Kockelscheuer, 8, rue de la Poudrerie, inscrite au Registre de commerce et des sociétés à Luxembourg sous le numéro B 13.605, constituée sous la dénomination INTERNATIONAL REFRACTORIES AND MINERALS S.A. suivant acte reçu par Maître Norbert MULLER, alors notaire de résidence à Bascharage, le 28 janvier 1976, publié au Mémorial C numéro 99 du 14 mai 1976, et dont les statuts ont été modifiés pour la dernière fois suivant acte reçu par Maître Tom METZLER, notaire de résidence à Luxembourg, le 18 janvier 2007, publié au Mémorial C numéro 514 du 3 avril 2007.

L'assemblée est ouverte sous la présidence de Monsieur Albert Gauche, industriel, demeurant au 33, Op der Hobuch, L-5832 Fentange.

qui désigne comme secrétaire Monsieur Terry Goedert, employé privé, demeurant à L-8353 Garnich, 24, rue de l'Ecole.

L'assemblée choisit comme scrutateur Monsieur Terry Goedert, employé privé, demeurant à L-8353 Garnich, 24, rue de l'Ecole.

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. Transfert du siège social de L-1899 Kockelscheuer, 8, rue de la Poudrerie, à L-5280 Sandweiler, Z.I. Rolach / Hall 4.
2. Modification du premier alinéa de l'article 2 des statuts.
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.

Resteront annexées aux présentes les procurations des actionnaires représentés, après avoir été paraphées „ne varetur“ par les comparants.

III.- Que tous les actionnaires étant présents, les convocations d'usage n'ont pas été adressées aux actionnaires

IV.- Que la présente assemblée, réunissant l'entière du capital social, est régulièrement constituée et peut délibérer valablement, telle qu'elle est constituée, sur les points portés à l'ordre du jour.

L'assemblée générale, après avoir délibéré, prend, à l'unanimité des voix, les résolutions suivantes:

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*Première résolution*

L'assemblée générale décide de transférer le siège social de la société de L-1899 Kockelscheuer, 8, rue de la Poudrerie, à L-5280 Sandweiler, Z.I. Rolach / Hall 4.

*Deuxième résolution*

L'assemblée générale décide de modifier le premier alinéa de l'article 2 des statuts comme suit:

**Art. 2. (Alinéa premier).** «Le siège social de la société est établi dans la commune de Sandweiler.»

L'ordre du jour étant épuisé, le président prononce la clôture de l'assemblée.

*Frais*

Les frais, dépenses et rémunérations quelconques, incombant à la société et mis à sa charge en raison des présentes, s'élèvent approximativement à la somme de mille euros (EUR 1.000,-).

Dont procès-verbal, passé à Senningerberg, les jours, mois et an 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, les comparants ont tous signé avec Nous, Notaire, le présent acte.

Signé: Albert Gauche, Terry Goedert, Paul Bettingen.

Enregistré à Luxembourg, A.C., le 18 juin 2010. LAC/2010/27185. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): Francis Sandt.

- Pour copie conforme - délivrée à la société à des fins administratives.

Senningerberg, le 1<sup>er</sup> juillet 2010.

Référence de publication: 2010084951/54.

(100094866) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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

Siège social: L-1811 Luxembourg, 3, rue de l'Industrie.

R.C.S. Luxembourg B 42.443.

LIQUIDATION JUDICIAIRE

Par jugement du 3 juin 2010, le Tribunal d'Arrondissement de et à Luxembourg, siégeant en matière commerciale, a ordonné en vertu de l'article 203 de la loi du 10 août 1915 concernant les sociétés commerciales, la dissolution et la liquidation de la société suivante:

- La société anonyme ELBRUS HOLDING S.A., avec siège social à L-1811 Luxembourg, 3, rue de l'Industrie, dénoncé le 3 septembre 1996, RC n° B 42443.

Ledit jugement a nommé juge-commissaire Madame Carole BESCH, juge au Tribunal d'Arrondissement de et à Luxembourg, et liquidateur Maître Franca ALLEGRA, Avocat à la Cour, demeurant à Esch-sur-Alzette.

Il ordonne aux créanciers de faire la déclaration de leurs créances avant le 24 juin 2010 au greffe de la 6<sup>ème</sup> chambre du Tribunal d'Arrondissement de et à Luxembourg, siégeant en matière commerciale.

Pour extrait conforme

Maître Franca ALLEGRA

Le liquidateur

Référence de publication: 2010084461/20.

(100094593) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

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**Freo Team Sàrl, Société à responsabilité limitée.**

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

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

R.C.S. Luxembourg B 149.026.

*Extrait des résolutions prises lors de l'assemblée générale extraordinaire tenue en date du 15 juin 2010*

*Première résolution*

Les associés de la société acceptent la démission de Monsieur Oliver Brazier de son poste de gérant de la société avec effet au 30.06.2010.



*Deuxième résolution*

Les associés de la société nomment Monsieur Christian Senitz, né le 27.01.1978 à Aschersleben, résidant professionnellement à 6D, Route de Trèves, L-2633 Senningerberg, au poste de gérant proposé par les supports de classe B-pièces de la société avec effet au 30 juin 2010.

Monsieur Christian Senitz est désigné pour une période illimitée jusqu'à sa démission ou son remplacement lors de l'assemblée générale des associés.

Pour extrait sincère et conforme

Pour la société

Référence de publication: 2010084495/20.

(100094588) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

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**Beta International, Société d'Investissement à Capital Variable.**

Siège social: L-1855 Luxembourg, 50, avenue J.F. Kennedy.

R.C.S. Luxembourg B 46.902.

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*Extrait des résolutions prises lors de l'Assemblée Générale Ordinaire du 21 avril 2010:*

En date du 21 avril 2010, l'Assemblée Générale Ordinaire a décidé:

- D'acter la démission de Monsieur José Bonafonte Magri, 50 avenue J.F. Kennedy, L-2951 Luxembourg et de nommer en son remplacement Monsieur José Luis López-Hermida Gutiérrez-Mayor, Hermanos Bécquer, 3, E-28006 Madrid, en tant qu'Administrateur de la Sicav pour un mandat d'un an prenant fin lors de la prochaine Assemblée Générale Ordinaire en 2011.

- De reconduire les mandats d'Administrateurs de Messieurs Josep Trais Sayols, et Klaus Krumnau pour un mandat d'un an prenant fin lors de la prochaine Assemblée Générale Ordinaire en 2011.

- De renouveler le mandat de PRICEWATERHOUSECOOPERS en tant que réviseur d'entreprise pour une période d'un an venant à échéance à l'issue de l'Assemblée Générale de 2011.

Luxembourg, le 18 juin 2010.

Pour extrait sincère et conforme

Pour BETA INTERNATIONAL

BGL BNP Paribas

Signatures

Référence de publication: 2010085592/22.

(100094633) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

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**Tech-Gate S.A., Société Anonyme.**

Siège social: L-5280 Sandweiler, Z.I. Rolach.

R.C.S. Luxembourg B 108.670.

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L'an deux mil dix, le seize juin.

Par-devant Maître Paul BETTINGEN, notaire de résidence à Niederanven.

S'est réunie:

L'assemblée générale extraordinaire des actionnaires de la société anonyme „TECH-GATE S.A.“, avec siège social à L-1899 Kockelscheuer, 8, rue de la Poudrerie, inscrite au Registre de commerce et des sociétés à Luxembourg sous le numéro B 108.670, constituée suivant acte reçu par Maître Tom METZLER, notaire de résidence à Luxembourg, le 15 juin 2005, publié au Mémorial C numéro 1107 du 27 octobre 2005, et dont les statuts ont été modifiés pour la dernière fois suivant acte reçu par Maître Blanche MOUTRIER, notaire de résidence à Esch-sur-Alzette, le 21 mai 2008, publié au Mémorial C numéro 1466 du 13 juin 2008.

L'assemblée est ouverte sous la présidence de Monsieur Albert Gauche, industriel, demeurant au 33, Op der Hobuch, L-5832 Fentange.

qui désigne comme secrétaire Monsieur Terry Goedert, employé privé, demeurant à L-8353 Garnich, 24, rue de l'Ecole.

L'assemblée choisit comme scrutateur Monsieur Terry Goedert, employé privé, demeurant à L-8353 Garnich, 24, rue de l'Ecole.

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. Transfert du siège social de L-1899 Kockelscheuer, 8, rue de la Poudrerie, à L-5280 Sandweiler, Z.I. Rolach / Hall 4.



2. Modification du premier alinéa de l'article 2 des statuts.

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.

Resteront annexées aux présentes les procurations des actionnaires représentés, après avoir été paraphées „ne varietur“ par les comparants.

III.- Que tous les actionnaires étant présents, les convocations d'usage n'ont pas été adressées aux actionnaires

IV.- Que la présente assemblée, réunissant l'entière du capital social, est régulièrement constituée et peut délibérer valablement, telle qu'elle est constituée, sur les points portés à l'ordre du jour.

L'assemblée générale, après avoir délibéré, prend, à l'unanimité des voix, les résolutions suivantes:

*Première résolution*

L'assemblée générale décide de transférer le siège social de la société de L-1899 Kockelscheuer, 8, rue de la Poudrerie, à L-5280 Sandweiler, Z.I. Rolach / Hall 4.

*Deuxième résolution*

L'assemblée générale décide de modifier le premier alinéa de l'article 2 des statuts comme suit:

**Art. 2. (Alinéa premier).** «Le siège social de la société est établi dans la commune de Sandweiler.»

L'ordre du jour étant épuisé, le président prononce la clôture de l'assemblée.

*Frais*

Les frais, dépenses et rémunérations quelconques, incombant à la société et mis à sa charge en raison des présentes, s'élèvent approximativement à la somme de mille euros (EUR 1.000,-).

Dont procès-verbal, passé à Senningerberg, les jours, mois et an 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, les comparants ont tous signé avec Nous, Notaire, le présent acte.

Signé: Albert Gauche, Terry Goedert, Paul Bettingen.

Enregistré à Luxembourg, A.C., le 18 juin 2010. LAC/2010/27184. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): Francis Sandt.

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

Senningerberg, le 28 juin 2010.

Référence de publication: 2010085005/54.

(100094780) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

**Quaesta Capital Umbrella SICAV-SIF, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.**

Siège social: L-2520 Luxembourg, 5, allée Scheffer.

R.C.S. Luxembourg B 138.552.

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.

Signatures.

Référence de publication: 2010084598/11.

(100094425) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

**Value Secondary Investments Management S.A., Société Anonyme.**

Siège social: L-1450 Luxembourg, 73, Côte d'Eich.

R.C.S. Luxembourg B 124.493.

En date du 25 juin 2010, l'assemblée générale a décidé de renouveler les mandats des administrateurs sortants, Monsieur Massimo Longoni, avec adresse professionnelle au 73, Côte d'Eich, L-1450 Luxembourg, Monsieur Géry-Charles de Meeüs d'Argenteuil, avec adresse privée au 13, Urenerweg, L-9991 Weiswampach, et Madame Arianne Neumark, avec adresse privée au 12, Via Telesio, I-20145 Milan, Italie.

En cette même date, l'assemblée générale a décidé de renouveler le mandat du commissaire aux comptes sortant, Monsieur Marcel Stephany, avec adresse professionnelle au 23, Cité Aline Mayrisch, L-7268 Bereldange.

Leurs mandats expireront à l'issue de l'assemblée générale de 2011.

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

Luxembourg, le 28 juin 2010.

Aurore Dargent

Mandataire

Référence de publication: 2010084647/18.

(100094448) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

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

Siège social: L-1417 Luxembourg, 6, rue Dicks.

R.C.S. Luxembourg B 82.783.

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EXTRAIT

Il résulte du procès-verbal de l'Assemblée Générale Ordinaire tenue le 15 juin 2010 que:

- Monsieur Gérald J. MEYER, demeurant au Park Palace, Bloc E, Appartement 538, 6 Impasse de la Fontaine, MC-98000 Principauté de Monaco;

- Monsieur Antoine FIRMENICH, demeurant, 19B Trevoise Crescent, Trevoise 12, 298098 SINGAPORE.

Ont été réélus Administrateurs pour la durée d'une année, leurs mandats prenant fin lors de l'Assemblée Générale Ordinaire statuant sur les comptes arrêtés au 31 décembre 2010.

Et que

Le mandat de Monsieur Marc PICTET a pris fin en date du 15 juin 2010. Et que

- Monsieur Pierre ETIENNE, demeurant professionnellement 1, Boulevard Royal L- 2016 Luxembourg.

a été élu Administrateur pour la durée d'une année, son mandat prenant fin lors de l'Assemblée Générale Ordinaire statuant sur les comptes arrêtés au 31 décembre 2010.

Et que

- PRICEWATERHOUSECOOPERS, ayant son siège social au 400, Route d'Esch, L-1471 Luxembourg.

Est réélu Commissaire aux Comptes pour la même période.

Luxembourg, le 15 juin 2010.

Pour extrait conforme

Signature

Référence de publication: 2010085779/25.

(100095366) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Vandemoortele Participations, Société Anonyme.**

Siège social: L-1931 Luxembourg, 25, avenue de la Liberté.

R.C.S. Luxembourg B 93.002.

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EXTRAIT

Il résulte de l'Assemblée Générale Ordinaire tenue en date du 10 juin 2010, que:

Est réélu Commissaire aux Comptes pour la durée d'une année, son mandat prenant fin lors de l'Assemblée Générale Ordinaire qui se tiendra en l'année 2011:

- PRICEWATERHOUSECOOPERS Luxembourg S.à.r.l., ayant son siège social au 400, route d'Esch, L-1014 Luxembourg.

Luxembourg, le 10 juin 2010.

Pour extrait conforme

Signature

Référence de publication: 2010084648/16.

(100094312) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

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**Vilnius Residential Holdings S.à r.l., Société à responsabilité limitée.**

Siège social: L-2340 Luxembourg, 14-16, rue Philippe II.

R.C.S. Luxembourg B 120.936.

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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.

Luxembourg Corporation Company S.A.

Signatures

Référence de publication: 2010084650/11.

(100094558) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

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**Vanadium S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 95.448.

Les comptes au 30 juin 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.

VANADIUM S.A.

Alexis DE BERNARDI / Louis VEGAS-PIERONI

Administrateur / Administrateur

Référence de publication: 2010084653/12.

(100094546) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

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**OI-Games S.A., Société Anonyme.**

Siège social: L-1331 Luxembourg, 31, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 147.203.

*Extrait du procès-verbal de l'assemblée générale ordinaire tenue le 28 juin 2010*

*Résolution*

Le mandat du commissaire venant à échéance, l'Assemblée décide de prolonger le mandat de Ernst & Young jusqu'à l'assemblée générale à être tenue en 2011.

L'assemblée ratifie la nomination de Monsieur Federico Franzina en tant qu'administrateur.

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

Luxembourg, le 28 juin 2010.

Pour extrait conforme

Référence de publication: 2010084920/15.

(100094889) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Office Portfolio Minerva I Sarl, Société à responsabilité limitée.**

**Capital social: EUR 20.100,00.**

Siège social: L-2180 Luxembourg, 6, rue Jean Monnet.

R.C.S. Luxembourg B 135.148.

EXTRAIT

Par les décisions écrites du 28 juin 2010, le gérant unique de la société a transféré le siège social de la société du 4, rue Alphonse Weicker, L-2721 Luxembourg au 6, rue Jean Monnet, L-2180 Luxembourg avec effet au 1<sup>er</sup> juillet 2010.

L'associé majoritaire de la société, la société à responsabilité limitée de droit luxembourgeois German Retail Portfolio 2 S.à r.l., a transféré en date du 28 juin 2010 son siège social du 4, rue Alphonse Weicker, L-2721 Luxembourg au 6, rue Jean Monnet, L-2180 Luxembourg avec effet au 1<sup>er</sup> juillet 2010.

L'associé minoritaire de la société, la société à responsabilité limitée de droit luxembourgeois Project Minerva Properties S.à r.l. a transféré en date du 16 mars 2009 son siège social du 2, rue Joseph Hackin, L-1746 Luxembourg au 13, rue Edward Steichen, L-2540 Luxembourg avec effet au rétroactif au 1<sup>er</sup> juillet 2008.

Le gérant unique de la société, la société à responsabilité limitée de droit luxembourgeois Babcock & Brown European Investments S.à r.l. a transféré en date du 1<sup>er</sup> juin 2010 son siège social du 4, rue Alphonse Weicker, L-2721 Luxembourg au 6, rue Jean Monnet, L-2180 Luxembourg avec effet au 1<sup>er</sup> juillet 2010.

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

Luxembourg, le 1<sup>er</sup> juillet 2010.

Pour la société

Un mandataire

Référence de publication: 2010084911/24.

(100095037) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Waltron Re Investments, Société Anonyme.**

Siège social: L-1940 Luxembourg, 296-298, route de Longwy.

R.C.S. Luxembourg B 147.415.

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EXTRAIT

Le Conseil d'Administration du 24 juin 2010 a:

- pris acte de la démission de Monsieur Julien PONCELET de ses fonctions d'administrateur au sein de la société;
- coopté Monsieur Jean-Claude LUCIUS, né le 13 novembre 1966 à Luxembourg, domicilié professionnellement au 121, avenue de la Faïencerie à L-1511 Luxembourg, en qualité d'administrateur de la société, en remplacement de Monsieur Julien PONCELET, pour la durée du mandat de ce dernier restant à courir, soit jusqu'à l'issue de l'assemblée générale ordinaire statutaire de l'année 2015, sous réserve de ratification par la prochaine assemblée générale.

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

Luxembourg, le 25.06.2010.

Signature.

Référence de publication: 2010084655/16.

(100094364) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

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**Airglow S.A., SPF, Société Anonyme - Société de Gestion de Patrimoine Familial.**

Siège social: L-2120 Luxembourg, 16, allée Marconi.

R.C.S. Luxembourg B 17.080.

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Par décisions de l'Assemblée Générale et du Conseil d'Administration en date du 7 juin 2010 ont été nommés, jusqu'à l'Assemblée Générale statuant sur les Comptes Annuels clôturant au 31 décembre 2012:

- Luc BRAUN, 16, Allée Marconi, L-2120 Luxembourg, Administrateur et Président;
- Horst SCHNEIDER, 16, Allée Marconi, L-2120 Luxembourg, Administrateur et Administrateur-Délégué;
- FIDESCO S.A., 16, Allée Marconi, L-2120 Luxembourg, Administrateur;
- EURAUDIT Sàrl, 16, Allée Marconi, L-2120 Luxembourg, Commissaire.

Pour extrait conforme

Référence de publication: 2010084673/14.

(100094768) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Office Portfolio Minerva II Sàrl, Société à responsabilité limitée.**

**Capital social: EUR 20.010,00.**

Siège social: L-2180 Luxembourg, 6, rue Jean Monnet.

R.C.S. Luxembourg B 135.145.

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EXTRAIT

Par les décisions écrites du 28 juin 2010, le gérant unique de la société a transféré le siège social de la société du 4, rue Alphonse Weicker, L-2721 Luxembourg au 6, rue Jean Monnet, L-2180 Luxembourg avec effet au 1<sup>er</sup> juillet 2010.

L'associé majoritaire de la société, la société à responsabilité limitée de droit luxembourgeois Office Portfolio Minerva I S.à r.l. a transféré en date du 28 juin 2010 son siège social du 4, rue Alphonse Weicker, L-2721 Luxembourg au 6, rue Jean Monnet, L-2180 Luxembourg avec effet au 1<sup>er</sup> juillet 2010.

L'associé minoritaire de la société, la société à responsabilité limitée de droit luxembourgeois Project Minerva Properties S.à r.l. a transféré en date du 16 mars 2009 son siège social du 2, rue Joseph Hackin, L-1746 Luxembourg au 13, rue Edward Steichen, L-2540 Luxembourg avec effet au rétroactif au 1<sup>er</sup> juillet 2008,

Le gérant unique de la société, la société à responsabilité limitée de droit luxembourgeois Babcock & Brown European Investments S.à r.l. a transféré en date du 1<sup>er</sup> juin 2010 son siège social du 4, rue Alphonse Weicker, L-2721 Luxembourg au 6, rue Jean Monnet, L-2180 Luxembourg avec effet au 1<sup>er</sup> juillet 2010.

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

Luxembourg, le 1<sup>er</sup> juillet 2010.

Pour la société

Un mandataire

Référence de publication: 2010084912/24.

(100095038) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**AMBER TRUST Management S.A., Société Anonyme.**

Siège social: L-1471 Luxembourg, 412F, route d'Esch.

R.C.S. Luxembourg B 87.025.

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*Extrait des résolutions prises par les membres du conseil de surveillance de la Société en date du 18 mai 2010*

En date du 18 mai 2010, les membres du conseil de surveillance de la Société ont pris les résolutions suivantes:

- de nommer Monsieur Lars EIGEN MØLLER président du conseil de surveillance de la Société avec effet immédiat et ce pour une durée déterminée jusqu'à l'assemblée générale de la Société qui se tiendra en l'année 2011,
- de nommer Monsieur Harvey SAWIKIN, né le 16 février 1960 à New York, Etats-Unis d'Amérique, ayant comme adresse professionnelle: 152, W.57<sup>th</sup> Street, 10019 New York, Etats-Unis d'Amérique, en tant membre du directoire de la Société avec effet immédiat et ce pour une durée déterminée jusqu'à l'assemblée générale de la Société qui se tiendra en l'année 2011;
- de nommer Monsieur Klaus EBERT, né le 9 septembre 1962 à København, Danemark, ayant comme adresse professionnelle: 13, rue Edward Steichen, 2011 Luxembourg, en tant membre du directoire de la Société avec effet immédiat et ce pour une durée déterminée jusqu'à l'assemblée générale de la Société qui se tiendra en l'année 2011;
- de nommer Monsieur Kustaa ÄIMÄ, né le 6 décembre 1971 à Helsinki, Finlande, ayant comme adresse professionnelle: 16B24, Kallioliinantie, 00140 Helsinki, Finlande, en tant membre du directoire de la Société avec effet immédiat et ce pour une durée déterminée jusqu'à l'assemblée générale de la Société qui se tiendra en l'année 2011;
- de nommer Monsieur Indrek KASELA, né le 10 décembre 1971 à Tallinn, Estonie, ayant comme adresse: 37, lai, Tallinn, Estonie, en tant membre du directoire de la Société avec effet immédiat et ce pour une durée déterminée jusqu'à l'assemblée générale de la Société qui se tiendra en l'année 2011;
- de nommer Monsieur Martynas CESNAVICIUS, né le 9 décembre 1972 à Vilnius, Lituanie, ayant comme adresse: 6-6, A.Smetonos, LT 01115 Vilnius, Lituanie, en tant membre du directoire de la Société avec effet immédiat et ce pour une durée déterminée jusqu'à l'assemblée générale de la Société qui se tiendra en l'année 2011.

Le directoire de la Société se compose donc comme suit:

- Monsieur Harvey SAWIKIN
- Monsieur Klaus EBERT
- Monsieur Kustaa ÄIMÄ
- Monsieur Indrek KASELA
- Monsieur Martynas CESNAVICIUS

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

Luxembourg, le 30 juin 2010.

AMBER TRUST MANAGEMENT S.A.

Référence de publication: 2010084677/36.

(100094886) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**East Europe S.A., Société Anonyme.**

Siège social: L-2453 Luxembourg, 5, rue Eugène Ruppert.

R.C.S. Luxembourg B 102.105.

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*Extrait des résolutions prises lors de l'assemblée générale ordinaire du 30 juin 2010*

- L'Assemblée renouvelle les mandats d'administrateur de Monsieur Gilles Jacquet, employé privé, avec adresse professionnelle 5, rue Eugène Ruppert à L-2453 Luxembourg, de Lux Business Management Sàrl, ayant son siège social au 5, rue Eugène Ruppert à L-2453 Luxembourg et de Lux Konzern Sàrl, ayant son siège social au 5, rue Eugène Ruppert à L-2453 Luxembourg, ainsi que le mandat de commissaire aux comptes de CO-VENTURES S.A., ayant son siège social 50, route d'Esch à L-1470 Luxembourg. Ces mandats se termineront lors de l'assemblée qui statuera sur les comptes de l'exercice 2010.

Luxembourg, le 30 juin 2010.

Pour extrait conforme

Pour la société

Un mandataire

Référence de publication: 2010084777/18.

(100095331) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**AUB French Logistics S.A. SICAR, Société Anonyme sous la forme d'une Société d'Investissement en Capital à Risque.**

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

R.C.S. Luxembourg B 108.810.

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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 AUB FRENCH LOGISTICS S.A. SICAR

Intertrust (Luxembourg) S.A.

Référence de publication: 2010084685/12.

(100094799) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Bureau Informatique d'Analyse et de Conseil Luxembourgeois Sàrl, Société à responsabilité limitée.**

Siège social: L-8077 Bertrange, 295, rue de Luxembourg.

R.C.S. Luxembourg B 25.765.

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Le bilan et l'annexe légale 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: 2010084698/10.

(100094674) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Berjagroup S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 144.720.

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*Extrait du procès-verbal de l'assemblée générale ordinaire tenue de manière extraordinaire le 30 juin 2010*

*Résolution*

Le mandat du commissaire aux comptes venant à échéance, l'assemblée décide d'élire pour la période expirant à l'assemblée générale statuant sur l'exercice 2011 comme suit:

*Commissaire aux comptes:*

Fiduciaire MEVEA Sàrl, 4, rue de l'Eau, L-1449 Luxembourg.

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

Pour extrait conforme

Société Européenne de Banque

Société Anonyme

Banque Domiciliataire

Signatures

Référence de publication: 2010084705/19.

(100094972) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**BF Immo, Société Anonyme.**

Siège social: L-9647 Doncols, 25, Bohey.

R.C.S. Luxembourg B 93.625.

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Le bilan et l'annexe légale 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: 2010084707/10.

(100094884) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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

Siège social: L-1330 Luxembourg, 34A, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 109.608.

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*Extrait du procès-verbal de l'assemblée générale du 21 mai 2010*

Il résulte du procès-verbal de l'Assemblée Générale tenue en date du 21 mai 2010, que:

1. L'assemblée a accepté la démission de Madame Anne-Marie Pratiffi de son mandat de Commissaire aux comptes avec effet immédiat.

2. L'assemblée a décidé de nommer Monsieur Jérôme Wunsch, employé privé, né le 14 juillet 1959 à Luxembourg, demeurant professionnellement au 34A, Boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, à la fonction de Commissaire aux comptes, avec effet immédiat et jusqu'à l'issue de l'assemblée générale statutaire de 2012.

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

Luxembourg, le 21 mai 2010.

BIOFUEL INTERNATIONAL S.A.

François Georges

*Administrateur-délégué*

Référence de publication: 2010084708/19.

(100094992) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Blue Skipper International S.A., Société Anonyme.**

Siège social: L-1940 Luxembourg, 370, route de Longwy.

R.C.S. Luxembourg B 86.326.

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Les comptes annuels au 31 mars 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.

STRATEGO TRUST S.A.

*Domiciliataire*

Référence de publication: 2010084710/11.

(100094766) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Blue Fin S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 140.676.

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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.

Luxembourg, le 24 juin 2010.

Référence de publication: 2010084709/10.

(100095104) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Blue Skipper International S.A., Société Anonyme.**

Siège social: L-1940 Luxembourg, 370, route de Longwy.

R.C.S. Luxembourg B 86.326.

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Les comptes annuels au 31 mars 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.

STRATEGO TRUST S.A.

*Domiciliataire*

Référence de publication: 2010084711/11.

(100094767) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Centric InOne Luxembourg S.A., Société Anonyme.**

Siège social: L-6633 Wasserbillig, 37CD, route de Luxembourg.

R.C.S. Luxembourg B 57.916.

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Les comptes annuels au 31.12.2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 15 juin 2010.

SG AUDIT SARL

Référence de publication: 2010084721/11.

(100094942) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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

Siège social: L-1116 Luxembourg, 6, rue Adolphe.

R.C.S. Luxembourg B 18.124.

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EXTRAIT

L'assemblée générale du 24 juin 2010 a renouvelé les mandats des administrateurs.

- Madame Michelle DELFOSSE, Administrateur, ingénieur civil, 6, rue Adolphe, L-1116 Luxembourg, Luxembourg;
- Madame Nathalie GAUTIER, Administrateur, employée privée, 6, rue Adolphe, L-1116 Luxembourg, Luxembourg;
- Monsieur Henri GRISIUS, Administrateur-Président, licencié en sciences économiques appliquées, 30, rue Joseph Hansen, L-1716 Luxembourg, Luxembourg.

Leurs mandats prendront fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2010.

L'assemblée générale du 24 juin 2010 a renouvelé le mandat du Commissaire aux comptes.

- FIDUCIAIRE CABEXCO SARL, commissaire aux comptes, 1, rue Pletzer, Centre Helfent, L-8080 Bertrange, R.C.S. Luxembourg B 139.890

Son mandat prendra fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2010.

Luxembourg, le 24 juin 2010.

*Pour SIVALENCE S.A.*

Société anonyme holding

Signature

Référence de publication: 2010085645/22.

(100094476) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

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**CoriFinance S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 104.797.

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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.

Luxembourg, le 30 juin 2010.

Référence de publication: 2010084725/10.

(100095154) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**CoriFinance S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 104.797.

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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.

Luxembourg, le 30 juin 2010.

Référence de publication: 2010084726/10.

(100095170) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

**Crystal White S.A., Société Anonyme.**

Siège social: L-1882 Luxembourg, 5, rue Guillaume Kroll.  
R.C.S. Luxembourg B 144.511.

Les comptes annuels pour la période du 6 janvier 2009 (date de constitution) 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.  
Luxembourg, le 30 juin 2010.

Référence de publication: 2010084728/11.

(100094930) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**UBS (Lux) Key Selection SICAV, Société d'Investissement à Capital Variable.**

Siège social: L-1855 Luxembourg, 33A, avenue J.F. Kennedy.  
R.C.S. Luxembourg B 88.580.

*Extrait des résolutions prises lors de l'assemblée générale annuelle du 25 juin 2010*

Sont réélus au Conseil d'Administration:

- M. Gilbert Schintgen, membre du conseil d'administration 33A, avenue J.F. Kennedy, L-1855 Luxembourg, pour une période se terminant à l'assemblée générale annuelle de 2014;

- M. Aloyse Hemmen, membre du conseil d'administration 33A, avenue J.F. Kennedy, L-1855 Luxembourg pour une période se terminant à l'assemblée générale annuelle de 2013;

- M. Robert Süttinger, président et membre du conseil d'administration Gessnerallee 3-5, CH-8001 Zurich pour une période se terminant à l'assemblée générale annuelle de 2012.

Mandat non renouvelé:

- M. Court Taylour

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

Luxembourg, le 25 juin 2010.

*Pour UBS (Lux) Key Selection Sicav*

UBS Fund Services (Luxembourg) S.A.

Christiane Nilles / Martin Rausch

*Associate Director / Associate Director*

Référence de publication: 2010085650/23.

(100094536) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

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**Caram S.A., Société Anonyme.**

Siège social: L-1330 Luxembourg, 40, boulevard Grande-Duchesse Charlotte.  
R.C.S. Luxembourg B 118.059.

Le bilan au 31.12.2006 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 02 juillet 2010.

Krieger Jean-Claude

*Le Cabinet Comptable*

Référence de publication: 2010084732/12.

(100095203) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Constructio SA, Société Anonyme.**

Siège social: L-8009 Strassen, 61, route d'Arlon.  
R.C.S. Luxembourg B 123.622.

*Extrait du procès-verbal de l'assemblée générale ordinaire tenue au siège de la société, extraordinairement en date du 5 février 2010 à 10.00 heures*

L'assemblée accepte la démission avec effet à ce jour de Madame Stéphanie LARUADE, de son poste d'administrateur de la société.

Elle sera remplacée par Monsieur Steve GLANGE, né à Luxembourg (L) le 06.11.1970, demeurant professionnellement à L – 8009 Strassen, 61, Route d’Arlon.

Son mandat se terminera à l’issue de l’Assemblée Générale à tenir en 2013.

Strassen, le 5 février 2010.

Pour extrait sincère et conforme

*Un administrateur*

Référence de publication: 2010084753/17.

(100095371) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Couth S.A., Société Anonyme.**

Siège social: L-1331 Luxembourg, 31, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 63.314.

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Le bilan au 31/12/2009 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.

Référence de publication: 2010084757/10.

(100094847) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Penkford Holding S. à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 112.113.

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L’affectation du résultat disponible des comptes au 31 décembre 2009 a été enregistrée et déposée à Luxembourg le 10 juin 2010 auprès du registre de commerce et des sociétés de Luxembourg sous la référence L100081955.

Ce dépôt est à remplacer par le dépôt suivant:

L’affectation du résultat disponible des comptes au 31 décembre 2009 a été déposée au registre de commerce et des sociétés de Luxembourg.

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

*Pour PENKFORD HOLDING S. à r.l.*

Intertrust (Luxembourg) S.A.

Référence de publication: 2010084937/15.

(100095148) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Dafofin Two S.A., Société Anonyme.**

Siège social: L-1468 Luxembourg, 16, rue Erasme.

R.C.S. Luxembourg B 77.979.

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La Société a été constituée suivant acte reçu par Maître Joseph Elvinger, notaire de résidence à Luxembourg, en date du 28 juin 2000, publié au Mémorial C, Recueil des Sociétés et Associations n° 544 du 29 juillet 2000.

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.

DAFOFIN TWO S.A.

Signature

Référence de publication: 2010084758/13.

(100094908) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Augusta Investments S.à r.l., Société à responsabilité limitée.**

Siège social: L-1118 Luxembourg, 23, rue Aldringen.

R.C.S. Luxembourg B 119.850.

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In the year two thousand ten, on the fourteenth day of June.

Before Us, Maître Gérard LECUIT, notary residing in Luxembourg.

THERE APPEARED:

Mrs Bozena CIUPINSKA, company's director, born on March 8<sup>th</sup>, 1958 in Kraków (Poland), residing ul. Grochowska 37, 31-516 Kraków, Poland,

here represented by Mr Philippe AFLALO, company's director, residing professionally in Luxembourg, 23,rue Aldringen,

by virtue of a proxy dated on 31 May 2010.

The said proxy, after having been signed "ne varietur" by the appearing party and the undersigned notary, will remain annexed to the present deed for the purpose of registration.

The appearing party, represented as stated hereabove, has requested the undersigned notary to enact the following:

- that she is the sole actual shareholder of AUGUSTA INVESTMENTS S.à r.l., a société à responsabilité limitée, incorporated by deed of the undersigned notary on the 19<sup>th</sup> of September 2006, published in the Mémorial, Recueil des Sociétés et Associations, number 2131 of November 15<sup>th</sup>, 2006. The Articles of Incorporation have been amended at last pursuant to a deed of the undersigned notary on 12 September 2008, published in the Mémorial Recueil des Sociétés et Associations number 2497 on 13 October 2008;

- that the sole shareholder has taken the following resolutions:

*First resolution*

The shareholder decides to increase the subscribed capital by an amount of ONE HUNDRED TWENTY-FIVE THOUSAND EUROS (125,000.- EUR) to bring it from its present amount of TWELVE THOUSAND FIVE HUNDRED EUROS (12,500.-EUR) to ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED EUROS (137,500.- EUR) by the issuance of ONE THOUSAND (1,000) new shares with a par value of ONE HUNDRED TWENTY-FIVE EUROS (125.- EUR) each, having the same rights and obligations as the existing shares.

*Subscription - Payment*

The sole shareholder, represented as stated hereabove, declares to subscribe the one thousand (1,000) new shares with a par value of one hundred twenty-five euros (EUR 125) each and to have them fully paid up by contribution in kind of FOUR MILLION SIX HUNDRED EIGHTY-SEVEN THOUSAND ONE HUNDRED SIXTY-FOUR (4,687,164) shares with a par value of zero point thirty three Polish Zloty (PLN 0.33) each, representing 10.93% of the shares of the Polish company "ES-SYSTEM S.A." (registered in the commercial register under the number KRS 0000113760), a company existing under the laws of Poland and having its registered office at ul. Przemyslowa 2, 30-701 Krakow (Poland).

It results from a certificate dated on the 14 June 2010 and issued by the board of directors of "ES-SYSTEM S.A." that:

- Mrs Bozena CIUPINSKA is the owner of 4,687,164 shares of ES-SYSTEM S.A., being 10.93% of the company's total share capital;
- such shares are fully paid-up;
- Mrs Bozena CIUPINSKA is the entity solely entitled to the shares and possessing the power to dispose of the shares;
- none of the shares are encumbered with any pledge or usufruct, there exist no right to acquire any pledge or usufruct on the shares and none of the shares are subject to any attachment;
- there exist no pre-emption rights nor any other rights by virtue of which any person may be entitled to demand that one or more of the shares be transferred to him;
- according to the polish law and the articles of association of the company, such shares are freely transferable;
- all formalities subsequent to the contribution in kind of the shares of the company, required in Poland, will be effected upon receipt of a certified copy of the notarial deed documenting the said contribution in kind;
- the fair market value of the Company's share to be contributed are worth 22,170,285.72 PLN.
- the said estimation has not decreased till today."

The amount of 22,170,285.72 PLN is estimated at EUR 5,421,933.41 on basis of the exchange rate dated June 11, 2010, being 4.0890 Polish Zloty for 1.- euro.

The amount of one hundred twenty-five thousand euros (EUR 125.000) is transferred to the share capital and the surplus, being five million two hundred ninety-six thousand nine hundred thirty-three euros and forty-one cents (EUR 5,296,933.41), will be transferred to a share premium account.

Such certificate, after signature ne varietur by the appearing party and the undersigned notary, shall remain annexed to the present deed to be filed with the registration authorities.

*Second resolution*

As a consequence of the preceding resolution, the shareholder decides to amend article 6 of the articles of incorporation, which will henceforth have the following wording:

" **Art. 6.** The Company's corporate capital is fixed at ONE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED EUROS (137,500.- EUR) represented by ONE THOUSAND ONE HUNDRED (1,100) shares with a par value of ONE HUNDRED TWENTYFIVE EUROS (125.- EUR) each, all fully paid-up."

There being no further business, the meeting is terminated.

#### 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 the present deed is approximately THREE THOUSAND FIVE HUNDRED EUROS (3,500.- EUR).

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

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

The document having been read to the person appearing, who is known to the notary by his surname, first name, civil status and residence he signed together with the notary the present deed.

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

L'an deux mil dix, le quatorze juin.

Pardevant Maître Gérard LECUIT, notaire de résidence à Luxembourg.

#### A COMPARU:

Madame Bozena CIUPINSKA, administrateur de société, née le 8 mars 1958 à Kraków (Pologne), demeurant à ul. Grochowska 37, 31-516 Kraków, Pologne,

ici représentée par Monsieur Philippe AFLALO, administrateur de sociétés, demeurant professionnellement à Luxembourg, 23, rue Aldringen,

en vertu d'une procuration sous seing privé, datée du 31 mai 2010.

Laquelle procuration restera, après avoir été signée "ne varietur" par le mandataire de la comparante et le notaire instrumentant, annexée aux présentes pour être formalisée avec elles.

Laquelle comparante, représentée comme dit ci-avant, a requis le notaire instrumentant d'acter ce qui suit:

- Qu'elle est la seule et unique associée de la société Augusta Investments S.à r.l., société à responsabilité limitée, constituée suivant acte du notaire instrumentant en date du 19 septembre 2006, publié au Mémorial, Recueil des Sociétés et Associations, numéro 2131 du 15 novembre 2006. Les statuts ont été modifiés en dernier lieu suivant acte reçu par le notaire soussigné en date du 12 septembre 2008, publié au Mémorial Recueil des Sociétés et Associations numéro 2525 du 13 octobre 2010;

- Qu'elle a pris les résolutions suivantes:

#### *Première résolution*

L'associée unique décide d'augmenter le capital social à concurrence de CENT VINGT-CINQ MILLE EUROS (125.000.- EUR) pour le porter de son montant actuel de DOUZE MILLE CINQ CENTS EUROS (12.500.- EUR) à CENT TRENTE SEPT MILLE CINQ CENTS EUROS (137.500.- EUR) par l'émission de MILLE (1.000) parts sociales d'une valeur nominale de CENT VINGT-CINQ EUROS (125.- EUR) chacune, ayant les mêmes droits et obligations que les parts sociales existantes.

#### *Souscription - Libération*

L'associée unique, représentée comme dit ci-avant, déclare souscrire les mille (1.000) parts sociales nouvelles d'une valeur nominale de cent vingt-cinq euros (125.-EUR) chacune et les libérer moyennant apport en nature de quatre millions six cent quatre vingt sept mille cent soixante quatre (4.687.164) actions d'une valeur nominale de zéro virgule trente trois Zloty Polonais (PLN 0,33) chacune, représentant 10,93% des actions de la société "ES-SYSTEM S.A." (inscrite au Registre de Commerce sous le numéro KRS 0000113760), une société de droit polonais ayant son siège social à ul. Przemyslowa 2, PL 30-701 Krakow (Pologne);

Il résulte d'un certificat daté de 14 juin 2010 et émis par le conseil d'administration de la société "ESSYSTEM S.A." que:

- Madame Bozena CIUPINSKA est propriétaire de 4.687.164 actions de ES-SYSTEM S.A. soit 10,93% du capital social total;

- les 4.687.164 actions apportées sont entièrement libérées;

- Madame Bozena CIUPINSKA est la seule ayant droit sur ces actions et ayant les pouvoirs d'en disposer;

- aucune des actions n'est grevée de gage ou d'usufruit, qu'il n'existe aucun droit à acquérir un tel gage ou usufruit et qu'aucune des actions n'est sujette à saisie;

- il n'existe aucun droit de préemption ou d'autres droits en vertu desquels une personne pourrait avoir le droit de s'en voir attribuer une ou plusieurs;

- selon la loi polonaise et les statuts de la société, ces 4.687.164 actions sont librement transmissibles;

- toutes les formalités subséquentes à l'apport en nature des actions de la société requises en Pologne seront effectuées dès réception d'une copie conforme de l'acte notarié documentant le dit apport en nature;
- les actions à apporter ont une valeur de marché d'au moins 22.170.285,72 Zloty Polonais.
- ladite valeur n'a pas diminuée jusqu'à ce jour;»

Le montant de 22.170.285,72 PLN est estimé à EUR 5.421.933,41 sur base du taux de change du 11 juin 2010, étant de 4,0890 Zloty Polonais pour 1.- euro.

Le montant de cent vingt-cinq mille euros (EUR 125.000) est transféré au compte capital de la société et la différence, à savoir cinq millions deux cent quatre vingt-seize mille neuf cent trente trois euros et quarante et un cents (EUR 5.296.933,41) sera portée à un compte de prime d'émission.

Ce certificat, après signature "ne varietur" par le mandataire de la comparante et le notaire instrumentant, restera annexé au présent acte pour être formalisés avec lui.

#### *Deuxième résolution*

En conséquence de la résolution précédente, l'associée unique décide de modifier l'article 6 des statuts comme suit:

« **Art. 6.** Le capital est fixé à CENT TRENTE SEPT MILLE CINQ CENTS EUROS (137.500.- EUR) représenté par MILLE CENT (1.100) parts sociales d'une valeur nominale de CENT VINGT-CINQ EUROS (125.- EUR) chacune, toutes souscrites et entièrement libérées.»

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

#### *Frais*

Le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la société à raison des présentes est évalué à TROIS MILLE CINQ CENTS EUROS (3.500.- 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 mandataire de la comparante, connu du notaire instrumentant par son nom, prénom usuel, état et demeure, il a signé le présent acte avec le notaire.

Signé: P. AFLALO, G. LECUIT.

Enregistré à Luxembourg Actes Civils, le 16 juin 2010. Relation: LAC/2010/26606. Reçu soixante-quinze euros (EUR 75,-).

*Le Receveur (signé): F. SANDT.*

POUR EXPEDITION CONFORME, délivrée aux fins de publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 6 juillet 2010.

Référence de publication: 2010088445/149.

(100097797) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 juillet 2010.

#### **Defipar S.A., Société Anonyme.**

Siège social: L-1461 Luxembourg, 31, rue d'Eich.

R.C.S. Luxembourg B 36.385.

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: 2010084760/9.

(100094691) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

#### **Tandem Marketing Partners S.à r.l., Société à responsabilité limitée.**

Siège social: L-1222 Luxembourg, 16, rue Beck.

R.C.S. Luxembourg B 128.517.

Il résulte d'une cession de parts sociales du 24 juin 2010, que le capital de la société Tandem Marketing Partners Sàrl se répartit dorénavant comme suit:

M. Colm Smith, demeurant à L-1420 Luxembourg, 92, avenue Gaston Diderich . . . . . 125 parts sociales

Total: . . . . . 125 parts sociales

Le mandat de gérant unique de M. Colm Smith, demeurant à L-1420 Luxembourg, 92, avenue Gaston Diderich, est confirmé.

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

Luxembourg, le 1<sup>er</sup> juillet 2010.  
G.T. Experts Comptables S.à.r.l.  
Luxembourg  
Signature

Référence de publication: 2010084994/18.

(100095171) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Defipar S.A., Société Anonyme.**

Siège social: L-1461 Luxembourg, 31, rue d'Eich.

R.C.S. Luxembourg B 36.385.

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.

Référence de publication: 2010084761/9.

(100094692) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Defipar S.A., Société Anonyme.**

Siège social: L-1461 Luxembourg, 31, rue d'Eich.

R.C.S. Luxembourg B 36.385.

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.

Référence de publication: 2010084762/9.

(100094693) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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

Siège social: L-2163 Luxembourg, 40, avenue Monterey.

R.C.S. Luxembourg B 116.560.

EXTRAIT

Il résulte du procès verbal des décisions prises par le gérant unique en date du 21 juin 2010 que:

- Le siège social de la société a été transféré au 40, avenue Monterey, L-2163 Luxembourg

Luxembourg, le 21 juin 2010.

*Pour la société  
Un mandataire*

Référence de publication: 2010084771/13.

(100094661) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Emimmo S.A., Société Anonyme.**

Siège social: L-1114 Luxembourg, 3, rue Nicolas Adames.

R.C.S. Luxembourg B 124.185.

*Extrait du procès-verbal de l'assemblée générale ordinaire du 1<sup>er</sup> juin 2010*

L'assemblée reconduit le mandat des administrateurs de Madame Sabrina COLLETTE, avec adresse professionnelle au 18a, boulevard de la Foire, L-1528 LUXEMBOURG, et de Monsieur Pierre SCHILL, avec adresse professionnelle au 18a, boulevard de la Foire, L-1528 LUXEMBOURG, ainsi que celui du commissaire aux comptes, Fiduciaire GLACIS S.à r.l., ayant son siège social au 18a, boulevard de la Foire, L-1528 LUXEMBOURG.

Elle accepte la démission de Madame Denise VERVAET, avec adresse professionnelle au 18a, boulevard de la Foire, L-1528 LUXEMBOURG, de ses fonctions d'administrateur et appelle en remplacement Madame Séverine FEITLER, avec adresse professionnelle au 18a, boulevard de la Foire, L-1528 LUXEMBOURG.

Le mandat des administrateurs et du commissaire aux comptes viendra à échéance à l'issue de l'assemblée générale ordinaire statuant sur les comptes de l'exercice 2010.



*Extrait du procès-verbal de la réunion du conseil d'administration du 1<sup>er</sup> juin 2010*

Monsieur Pierre SCHILL est renommé administrateur-délégué pour une période venant à échéance à l'assemblée générale ordinaire statuant sur les comptes de l'exercice 2010.

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

*Pour la société*

Signature

Référence de publication: 2010085755/23.

(100095284) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**East Europe S.A., Société Anonyme.**

Siège social: L-2453 Luxembourg, 5, rue Eugène Ruppert.

R.C.S. Luxembourg B 102.105.

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Le bilan de la société au 31/12/2009 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.

*Pour la société*

*Un mandataire*

Référence de publication: 2010084776/12.

(100095295) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Edoreric S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 122.368.

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Les comptes annuels au 31.12.2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2010084778/9.

(100095261) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**EDS Electronic Data Systems Luxembourg S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 31.011,48.**

Siège social: L-8308 Capellen, 75, Parc d'Activités Capellen.

R.C.S. Luxembourg B 29.599.

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La société a été constituée en date du 23 août 1988, publié au Mémorial C, Recueil des Sociétés et Associations n° 136 du 1989, et absorbée par fusion avec Hewlett-Packard Luxembourg S.C.A. le 1<sup>er</sup> novembre 2009.

Les comptes au 31 octobre 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 Hewlett-Packard Luxembourg S.C.A.*

Signature

Référence de publication: 2010084779/14.

(100094705) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**Siggy Investment S.A., Société Anonyme.**

Siège social: L-2430 Luxembourg, 18-20, rue Michel Rodange.

R.C.S. Luxembourg B 71.696.

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EXTRAIT

Il résulte du procès-verbal de l'assemblée générale ordinaire tenue en date du 16 juin 2010 que:

Les mandats des trois administrateurs:

- Roger GREDEN, né le 28.10.1953 à Arlon (Belgique), demeurant à L-2273 Luxembourg, 4a, rue de l'Ouest;
- Pierre-Paul BOEGEN, né le 20.10.1948 à Arlon (Belgique), demeurant à B-6700 Viville, 65, rue de Freylange;
- Nelly NOËL, né le 26.10.1946 à Esch-sur-Alzette, demeurant à L-2440 Luxembourg, 121, rue de Rollingergrund;

et le mandat du commissaire aux comptes:

FIDU-CONCEPT Sàrl, avec siège social à L-2132 Luxembourg, 36, avenue Marie-Thérèse, inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 38.136,

ont été reconduits pour une période de six ans, se terminant à l'issue de l'assemblée générale ordinaire de 2015.

Pour extrait sincère et conforme

Signature

Référence de publication: 2010085169/19.

(100093825) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juin 2010.

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**Euro Ethnic Foods Global, Société Anonyme.**

Siège social: L-1330 Luxembourg, 48, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 135.990.

Le bilan abrégé au 30 juin 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.

Dandois & Meynial

Référence de publication: 2010084783/10.

(100094965) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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

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

R.C.S. Luxembourg B 107.533.

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 EURODEV INTERNATIONAL S.A.

Intertrust (Luxembourg) S.A.

Référence de publication: 2010084784/11.

(100094772) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**RESALIFE Holding S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 25.000,00.**

Siège social: L-1728 Luxembourg, 14, rue du Marché-aux-Herbes.

R.C.S. Luxembourg B 117.310.

*Extrait de Transfert de Parts Sociales*

Il résulte d'une cession de titres effectuée en date du 28 Mai 2010 que:

Monsieur Quentin Tousart, ayant son adresse privée au 1, rue du Maréchal Lyautey F-59370 Mons en Baroeul, a transféré,

- 250 (deux cents cinquante) parts sociales qu'il détenait dans la société Resalife Holding S.à r.l. à la société Centuria Real Estate Asset Management International s.A., ayant son siège social au 14, Rue du Marché aux Herbes, L-1728 Luxembourg, enregistré au registre de commerce et des sociétés sous le numéro B 96 465.

Suite à ce transfert les parts sociales de Resalife Holding S.à r.l. sont désormais réparties comme suit:

Quentin Tousart .....	0 part sociale
Centuria Real Estate Asset Management International S.A. ....	250 parts sociales
Total: .....	250 parts sociales

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

Luxembourg, le 9 Juin 2010.

Pour Resalife Holding S.à r.l.

Signature

Mandataire

Référence de publication: 2010085636/24.

(100094491) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

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**NTC-Europe S.A., Société Anonyme.**

Siège social: L-2146 Luxembourg, 69, rue de Merl.  
R.C.S. Luxembourg B 105.555.

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*Extrait des résolutions de l'associé unique de la Société en date du 29 juin 2010*

En date du 29 juin 2010, l'associé unique de la Société a pris les résolutions suivantes:

- De révoquer Monsieur Philippe Kneipe en tant que commissaire de la Société avec effet au 29 juin 2010.
- De remplacer KPMG Audit Plc, réviseur d'entreprise de la Société avec effet au 29 juin 2010,

\* par KPMG AUDIT, une société constituée et régie par les lois luxembourgeoise, avec siège social au 9, Allée Scheffer, L-2520 Luxembourg, Grand-Duché de Luxembourg, enregistré au Registre de Commerce et des Sociétés de Luxembourg sous le numéro: B 103.590 en tant que nouveau réviseur d'entreprise de la Société avec effet au 29 juin 2010 jusqu'à la prochaine assemblée annuelle générale qui se tiendra en l'an 2011.

- De nommer Monsieur Philippe Kneipe, né le 5 mars 1952 à Ixelles en Belgique, avec adresse professionnelle au 69, rue de Merl, L-2146 Luxembourg, Grand-Duché de Luxembourg, en tant que nouveau administrateur de classe A de la Société avec effet au 29 juin 2010 et pour une durée de 6 ans jusqu'à la prochaine assemblée générale annuelle appelée à statuer sur les comptes 2015.

Depuis cette date le conseil d'administration de la Société se compose des personnes suivantes:

Mademoiselle Christel Angela Damaso, administrateur de classe A;

Monsieur Philippe Kneipe, administrateur de classe A;

Madame Marina Vanderveken-Verhulst, administrateur de classe B;

Monsieur Jacques Marmier, administrateur de classe B.

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

Luxembourg, le 1<sup>er</sup> juillet 2010.

Référence de publication: 2010084910/26.

(100094758) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**OI-Incentive S.A., Société Anonyme.**

Siège social: L-1331 Luxembourg, 31, boulevard Grande-Duchesse Charlotte.  
R.C.S. Luxembourg B 138.553.

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*Extrait du procès-verbal de l'assemblée générale ordinaire tenue le 28 juin 2010*

*Résolution*

Le mandat du commissaire venant à échéance, l'Assemblée décide de prolonger le mandat de Ernst & Young jusqu'à l'assemblée générale à être tenue en 2011.

Luxembourg, le 28 juin 2010.

Pour extrait conforme

Référence de publication: 2010084922/13.

(100094890) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**OI-Perfume S.A., Société Anonyme.**

Siège social: L-1331 Luxembourg, 31, boulevard Grande-Duchesse Charlotte.  
R.C.S. Luxembourg B 143.581.

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*Extrait du procès-verbal de l'assemblée générale ordinaire tenue le 28 juin 2010*

*Résolution*

Le mandat du commissaire venant à échéance, l'Assemblée décide de prolonger le mandat de Ernst & Young jusqu'à l'assemblée générale à être tenue en 2011.

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

Luxembourg, le 28 juin 2010.

Pour extrait conforme

Référence de publication: 2010084924/14.

(100094879) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 juillet 2010.

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**B.V. Investment S.A., Société Anonyme.**

Siège social: L-2146 Luxembourg, 74, rue de Merl.

R.C.S. Luxembourg B 68.514.

Les comptes annuels pour l'exercice du 1<sup>er</sup> avril 2009 au 31 mars 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.

Luxembourg, le 1<sup>er</sup> juillet 2010.

Signature.

Référence de publication: 2010084402/11.

(100094642) Déposé au registre de commerce et des sociétés de Luxembourg, le 1<sup>er</sup> juillet 2010.

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**González Byass & Co. Ltd. S.A., Société Anonyme.**

Siège social: L-1930 Luxembourg, 76, avenue de la Liberté.

R.C.S. Luxembourg B 154.213.

## STATUTES

In the year two thousand ten, on the fifteenth day of June,

Before Us, Maître Martine Schaeffer, notary residing in Luxembourg.

Was held an extraordinary general meeting (the Meeting) of shareholders of Gonzalez Byass & Co. Limited, a limited liability company incorporated under the laws of The Cayman Islands, with statutory seat in Curacao, Cayman Island and having its business address at 1, Berg Arrarat, Curacao, Netherlands Antilles, registered with the Curacao Commercial Register as foreign legal entity under number 80868 (the Company). The Company was incorporated on May 24, 1972 pursuant to a notarial deed. The articles of incorporation of the Company have since been amended several times, most recently on April 23, 2001 pursuant to a notarial deed.

The Meeting is chaired by Mr Alfredo García González-Gordon.

The President appoints as Secretary Mr Mauricio González-Gordon.

The Meeting elects as Scrutineer Mr Pedro Rebueta González.

The Chairman declares and requests the notary to act that:

I. The shareholders present or represented at the Meeting and the number of shares held by each of them, are shown on an attendance list signed by the shareholders and/or their proxy-holders.

This attendance list, signed ne varietur by the bureau of the Meeting and the undersigned notary, will remain attached to the present deed to be filed with the registration authorities.

In the same way the proxies of the represented shareholders at the Meeting, initialled ne varietur by the appearing persons and the undersigned notary, will remain attached to the present deed to be filed with the registration authorities.

II. The shareholders of the Company have been duly convened to the Meeting by registered letter sent to each of them and dated May 19, 2010.

III. It appears from the attendance list that 992.813 shares, representing together 99,20% of the share capital of the Company are present or represented at the Meeting. The Meeting is therefore regularly constituted and can validly deliberate and vote on the items of the agenda reproduced hereinafter. The issued capital of the Company amounts to seven hundred thousand five hundred sixty-eight point four pound sterling (GBP 700,568.4) divided into one million eight hundred twelve thousand (1,000,812) shares with a par value of zero point seven pound sterling (GBP 0.7).

IV. By resolutions validly adopted today by the shareholders of the Company in an extraordinary general meeting of shareholders, acting in accordance with the articles of association of the Company, it was resolved to de-register the Company in the Cayman Islands and to register it by way of continuation (and thus with full corporate and legal continuance) in Luxembourg pursuant to Article 119 of the Cayman Island Articles of Association of the Company. Furthermore by written resolutions validly adopted today by all the directors of the Company, acting in accordance with the articles of association of the Company, it was resolved that with effect from the Company becoming a public limited liability company ("société anonyme") under the laws of Luxembourg, the registered office of the Company be changed from the Cayman Islands to Luxembourg and the business address / principal establishment / central administration of the Company be changed from 1 Berg Arrarat, Curacao to 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg as from the date hereof without the Company being dissolved but to the contrary with full corporate and legal continuance. All formalities required under the laws of the Cayman Islands and if any, under the laws of The Netherlands Antilles to give effect to that resolution have been duly performed or will be duly performed today. A copy of said resolutions shall remain annexed to the present deed.

V. That it results from a balance sheet of the Company and from a valuation statement issued by the management of the Company, that, as of June 15, 2010, the net assets of the Company correspond at least to the nominal value of the

share capital and the share premium of the Company. This statement is confirmed by a report prepared by Fons Mangen, independent auditor in Luxembourg, dated June 15, 2010.

VI. The agenda of the Meeting is as follows:

1 That the transfer of the registered office of the Company from the Cayman Islands to Luxembourg, Grand Duchy of Luxembourg and the transfer of the principal establishment and central administration of the Company from Curacao, the Netherlands Antilles to Luxembourg, Grand Duchy of Luxembourg, with immediate effect, with full corporate and legal continuity, be approved.

That the adoption by the Company of the legal form of a public limited liability company (société anonyme) with the name González Byass & Co. Ltd. S.A. and the acceptance of the Luxembourg nationality arising from the transfer of the registered office, principal establishment and central administration of the Company to Luxembourg, Grand Duchy of Luxembourg, be approved.

2 That the Company's (interim) closing balance sheet in the Cayman Islands dated 31 March 2010, and which reflects the expected final values as of 15 June 2010 immediately prior to the EGM, being the opening balance sheet in the Grand Duchy of Luxembourg, together with an auditor's report, be approved.

3 That the amendment and complete restatement of the Company's articles of association be approved so as to conform them to the laws of Luxembourg, as a consequence of the Company becoming a Luxembourg law governed company subject to the Luxembourg company act dated August 10, 1915 as amended such that the Company shall have the following corporate object:

"The purpose of the Company is the acquisition of participations, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such participations. The Company may in particular acquire by subscription, purchase and exchange or in any other manner any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and more generally, any securities and financial instruments issued by any public or private entity. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin.

The Company may borrow in any form. The Company may lend funds including, without limitation, the proceeds of any borrowings, to its subsidiaries, affiliated companies and any other companies. The Company may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over all or some of its assets to guarantee its own obligations and those of any other company, and, generally, for its own benefit and that of any other company or person. For the avoidance of doubt, the Company may not carry out any regulated activities of the financial sector without having obtained the required authorisation.

The Company may use any techniques and instruments to efficiently manage its investments and to protect itself against credit risks, currency exchange exposure, interest rate risks and other risks.

The Company may carry out any commercial, financial or industrial operations and any transactions with respect to real estate or movable property, which directly or indirectly, favour or relate to its corporate object".

4 That it be approved that an amount equal to the euro equivalent of the difference between the share capital amount after the extraordinary general meeting of shareholders of the Company to take place just prior to this notarial extraordinary general meeting of shareholders and the share capital amount as mentioned in the here below restated articles of association of the Company be allocated to the share premium reserve account of the Company.

5 That the internal guidelines of the Supervisory Board be approved.

6 That the appointment of the following two (2) persons as members of the Management Board for a term of office of three (3) years with effect as of 15 June 2010 be approved:

1. Nathalie Vazquez, member of the Management Board, born in Metz -France on May 11, 1983, professionally residing at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg; and

2. Emanuele Grippo, member of the Management Board, born in Bassano del Grappa -Italy on September 3, 1971, professionally residing at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg.

7 That the following persons be appointed as members of the Supervisory Board for the term of office indicated below provided the internal guidelines of the Supervisory Board are executed and accepted by each one of them, and that the first meeting of the Supervisory Board be held immediately after to the extent the appropriate attendance quorum is met.

7.1 From 15 June 2010 to as of the Annual General Meeting of 2013:

(a) Mr. Luis González Sterling, member of the Supervisory Board, born in Madrid-Spain on 28 December 1949, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg;

(b) Mr. Gonzalo del Río González-Gordon, member of the Supervisory Board, born in Jerez-Spain on 26 January 1953, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg;

(c) Mr. Álvaro González Díez, member of the Supervisory Board, born in Tangier -Morocco on 20 April 1939, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg; and

(d) Mr. Fernando Caballero González-Gordon, member of the Supervisory Board, born in Cádiz -Spain on 13 June 1969, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg.

7.2 From 15 June 2010 as of the Annual General Meeting of 2011:

(a) Mr. Mauricio González-Gordon López de Carrizosa, member of the Supervisory Board, born in Jerez -Spain on 3 May 1960, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg;

(b) Mr. Leandro Rebuelta del Pedredo González, member of the Supervisory Board, born in Jerez -Spain on 10 August 1952, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg;

7.3 From 15 June 2010 as of the Annual General Meeting of 2012:

(a) Mr. Pedro Rebuelta del Pedredo González, member of the Supervisory Board, born in Jerez -Spain on 26 May 1960, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg;

(b) Mr. Alfredo García González, member of the Supervisory Board, born in Jerez -Spain on 27 March 1953, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg;

(c) Mr. Gabriel González-Gordon Aranda, member of the Supervisory Board, born in Jerez -Spain on 30 May 1962, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg; and

(d) Mr. Ignacio González Gómez, member of the Supervisory Board, born in Madrid -Spain on 24 January 1963, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg.

8 That a statutory/external auditor be appointed for a term of office of three (3) years, effective as of 15 June 2010, to the extent so required.

9 That the registered office, the principal establishment and central administration of the Company be established at 76, Avenue de la Liberté, L1930 Luxembourg, Grand Duchy of Luxembourg, with effect as of 15 June 2010.

10 That Mr. Mauricio González-Gordon López de Carrizosa and, Mr. Álvaro González Díez, Mr. Rense G. Boks and Mrs. Selina Neuman be authorised to register the transfer of statutory seat and migration of the Company with all relevant authorities and furthermore to do anything they deem necessary in conjunction with the foregoing, in particular, to appear before Notary Publics of any of the relevant jurisdictions in order to formalise the intended transfer and migration resolutions, as well as to appear before any public authority in order to develop the necessary acts connected to or required for the deregistration and registration of the Company with any and all registries and authorities of whichever nature, whether in the Cayman Islands and/or Luxembourg, signing as many private or public documents could be required to this end, and granting whichever proxies or powers of attorney, and that the aforementioned individuals be authorised to enter into any agreement connected to or required for the deregistration, registration and operation of the Company in Luxembourg, including but not limited to agreements with Intertrust Luxembourg.

11 That a procedure for the repurchase of Company's shares pursuant to article 6.6. of the amended and restated articles of association of the Company be authorised and approved in accordance with the terms set out in the internal guidelines of the Supervisory Board.

These facts exposed and recognised accurate by the Chairman, the Meeting resolves to take the following resolutions:

*First resolution*

The Meeting resolves to acknowledge and approve the transfer of the registered office of the Company from the Cayman Islands to Luxembourg, Grand Duchy of Luxembourg and of the transfer of the principal establishment and central administration of the Company from Curacao, the Netherlands Antilles to Luxembourg, Grand Duchy of Luxembourg, with immediate effect, without the Company being dissolved but on the contrary with full corporate and legal continuance. In favour: 971.620; against: 0; abstentions: 3.754.

*Second resolution*

The Meeting resolves that the Company adopts the form of a public limited liability company (société anonyme) with the name "González Byass & Co. Ltd. S.A.", accepts the Luxembourg nationality arising from the transfer of the registered office, principal establishment and central administration of the Company to Luxembourg, Grand Duchy of Luxembourg and shall as from the date of the present deed be subject to the laws of the Grand Duchy of Luxembourg. In favour: 971.620; against: 0; abstentions: 3.754.

*Third resolution*

The Meeting resolves to approve (i) the Company's interim balance-sheet in Curacao, Netherland Antilles, as at March 31, 2010 and (ii) the Company's opening balance sheet in the Grand Duchy of Luxembourg as at June 15, 2010 subject to the next resolution. The Meeting notes that it results from the balance sheet of the Company and from a valuation statement issued by the management of the Company that, as of June 15, 2010, the net assets of the Company correspond at least to the nominal value of the share capital and the share premium of the Company.



The Meeting further acknowledges and approves the report prepared by Fons Mangen, independent auditor in Luxembourg, dated June 15, 2010 (the Report).

The Report concludes as follows:

"Sur base de nos diligences, aucun fait n'a été porté à notre connaissance qui nous laisse à penser que la valeur de la transformation de González Byass & Co. Ltd. S.A. en société anonyme de droit luxembourgeois ne corresponde pas au moins au nombre et à la valeur nominale de ses actions respectivement du montant alloué à la prime d'émission."

The balance-sheet, the valuation statement as well as the Report shall remain attached to the present deed.

The Meeting states that all the assets and liabilities of the Company, without limitation, remain the ownership in the entirety of the Company, which continues to own all its assets and continues to be obliged by all its liabilities and commitments.

The Meeting then resolves to adopt the euro as accounting currency of the Company and as the currency of its share capital effective as at the present notarial deed.

The Meeting resolves to use the Boursorama in partnership with Thomson Reuters closing spot available at June 14, 2010 (i.e. GBP 1 to EUR 1,2038).

In favour: 971.620; against: 0; abstentions: 3.754.

#### *Fourth resolution*

The Meeting decides to set the share capital of the Company at EUR 500,406 as mentioned in the here below restated articles of association of the Company. The Meeting resolves that the amount equal to the euro equivalent of the difference between the share capital amount after the extraordinary general meeting of shareholders of the Company to take place just prior to the present notarial deed and EUR 500,406 be allocated to the share premium reserve account of the Company. In favour: 951.050; against: 20.570; abstentions: 3.754.

#### *Fifth resolution*

As a result of the foregoing resolutions, the Meeting resolves (i) that the date of the closing of the Company's financial year shall be on August 31 of each year so that each financial year of the Company will begin on September 1 and end on August 31 of the following year, (ii) to set the date of the Company's annual general meeting on the last Tuesday of February of each year at noon, and if such day is not a business day in Luxembourg, on the next following business day and (iii) to amend and completely restate the articles of association of the Company so as to conform them to Luxembourg laws. In favour: 951.050; against: 20.570; abstentions: 3.754.

The restated articles of association of the Company shall read as follows:

### **I. Name - Registered office - Object - Duration**

**Art. 1. Name.** The name of the company is "González Byass & Co. Ltd. S.A." (the Company). The Company is a public company limited by shares (société anonyme) governed by the laws of the Grand Duchy of Luxembourg and, in particular, the law of August 10, 1915, on commercial companies, as amended (the Law), and these articles of incorporation (the Articles).

#### **Art. 2. Registered office.**

2.1. The registered office of the Company is established in Luxembourg, Grand Duchy of Luxembourg. It may be transferred within the municipality by a resolution of the members of the management board (the Management Board). The registered office may be transferred to any other place in the Grand Duchy of Luxembourg by a resolution of the general meeting of shareholders (the General Meeting), acting in accordance with the conditions prescribed for the amendment of the Articles under article 10.2. (v) herebelow.

2.2. Branches, subsidiaries or other offices may be established in the Grand Duchy of Luxembourg or abroad by a resolution of the Management Board, with the approval of the Supervisory Board. Where the Management Board determines that extraordinary political or military developments or events have occurred or are imminent and that these developments or events may interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these circumstances. Such temporary measures have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of its registered office, remains a Luxembourg incorporated company.

#### **Art. 3. Corporate object.**

3.1. The purpose of the Company is the acquisition of participations, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such participations. The Company may in particular acquire by subscription, purchase and exchange or in any other manner any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and more generally, any securities and financial instruments issued by any public or private entity. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin.



3.2. The Company may borrow in any form. The Company may lend funds including, without limitation, the proceeds of any borrowings, to its subsidiaries, affiliated companies and any other companies. The Company may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over all or some of its assets to guarantee its own obligations and those of any other company, and, generally, for its own benefit and that of any other company or person. For the avoidance of doubt, the Company may not carry out any regulated activities of the financial sector without having obtained the required authorisation.

3.3. The Company may use any techniques and instruments to efficiently manage its investments and to protect itself against credit risks, currency exchange exposure, interest rate risks and other risks.

3.4. The Company may carry out any commercial, financial or industrial operations and any transactions with respect to real estate or movable property, which directly or indirectly, favour or relate to its corporate object.

#### **Art. 4. Duration.**

4.1. The Company is formed for an unlimited duration.

4.2. The Company is not to be dissolved by reason of the death, suspension of civil rights, incapacity, insolvency, bankruptcy or any similar event affecting one or several shareholders.

## **II. Capital - Shares**

#### **Art. 5. Capital.**

5.1. The share capital is set at five hundred thousand four hundred and six euros (500,406 €), represented by one million eight hundred and twelve (1,000,812) shares in registered form, having a par value of fifty cents of euros (0.50 euros) each, all subscribed and fully paid-up (each a Share and more of one Share being Shares).

5.2. The share capital may be increased or decreased in one or several times by a resolution of the General Meeting acting in accordance with the conditions prescribed for the amendment of the Articles under article 10.2. (v) herebelow.

#### **Art. 6. Shares.**

6.1. The Shares are and will remain in registered form (actions nominatives).

6.2. A Register of Shares is kept at the registered office and each shareholder shall have the right to seek confirmation of the registration of his shares in the Register of Shares, subject to the Law.

6.3. The Company will only acknowledge as shareholder, those shareholders registered with the Register of Shares.

6.4. Shares that are co-owned shall be recorded in the corresponding account in the name of all co-owners. However co-owners of Share(s) shall appoint a single person who will exercise the rights as shareholder, and the co-owners shall be jointly and severally liable towards the Company for all obligations arising as shareholders. The same rule shall apply to other conditions of co-ownership of Share rights. The limitations provided for below under article 7 for the transfer of Shares shall apply to the formation or transfer of joint ownership of Shares.

6.5. In the case of usufruct of Shares, the condition of shareholder shall reside in the bare owner of the Shares; however the usufructuary shall in all events have the right to the dividends (resolved upon by the Management Board in case of interim dividends and by the General Meeting with the quorum and majority requirements set forth under article 10.2. (iv) herebelow in case of annual dividends) during the usufruct. All other shareholder rights shall be exercised by the bare owner of the Shares. The conditions and limitations provided for below, under article 7, for the transfer of Shares shall apply to the transfer of bare ownership of Shares.

6.6. The Company may acquire its own Shares either by itself or through a person acting in his own name but on the Company's behalf under the following conditions:

1° the authorisation for the acquisition of Shares is given by the General Meeting, (with the quorum and majority requirements set forth under 10.2. (iv) herebelow), unless the acquisition of the Shares should be accompanied at the same time by a decrease of the share capital and the cancellation of the relevant Shares, in which case the quorum and majority requirements will be those set forth under article 10.2. (v), which determines the terms and conditions of the proposed acquisitions, in particular the maximum number of Shares to be acquired, the period for which the authorisation is granted, which may not exceed five years and, in the case of an acquisition for value, the minimum and maximum considerations. The Management Board, under the supervision of the Supervisory Board who will need to convene the relevant General Meeting, will ensure that the conditions laid down under points 2° and 3° are respected when an authorised acquisition takes place;

2° the acquisitions, including both the Shares which the Company previously acquired and holds in its portfolio and Shares acquired by a person acting in his own name but on behalf of the Company, may not have the effect of reducing the net assets below the amount of the subscribed share capital plus the reserves which may not be distributed under law or by virtue of the Articles.

3° only fully paid-up shares may be redeemed.

6.7. The Company may issue "redeemable shares" provided that a General Meeting decides to do so with the quorum and majority requirements set forth under article 10.2. (v) herebelow and that the redemption thereof is subject to the following conditions 1) the redemption must be authorised by the Articles before the redeemable shares are subscribed for (for which purposes this article 6.7 will be construed as authorization); 2) the shares must be fully paid-up; 3) the

terms and conditions for the redemption must be laid down in the Articles; 4) redemption can only be made by using sums available for distribution (meaning that (I) the net assets of the Company further to such redemption can not become lower than the amount of the subscribed share capital plus the reserves which may not been distributed under law or by virtue of the Articles and (II) that the amount of the redemption may not exceed the amount of the profit at the end of the last financial year plus any profits carried forward and any amounts drawn from reserves which are available for that purpose, less any losses carried forward and sums to be placed to reserve in accordance with the law or the Articles) or the proceeds of a new issue made with a view to carry out such redemption; 5) an amount equal to the nominal value, or, in the absence thereof, the accounting par value, of all the shares redeemed must be included in a reserve which can not be distributed to the shareholders except in the event of a reduction in the subscribed capital; the reserve may only be used to increase the subscribed capital by capitalisation of reserves; 6) (5) shall not apply to a redemption using the proceeds of a new issue made with a view to carry out such redemption; 7) where provision is made for the payment of a premium to shareholders in consequence of a redemption, the premium may be paid only from sums which are available for distribution in the sense that they do not reduce the net assets below the amount of the subscribed share capital plus the reserves which may not been distributed under law or by virtue of the Articles; 8) notice of redemption shall be published in accordance with the Law.

#### **Art. 7. Transfer of Shares.**

7.1. All transfer of Shares (and transfer of shares shall mean any transfer undertaken in any manners indicated in articles 7.2. to 7.8. herebelow, including but not limited to Transfer of Shares as defined under article 7.2.1 here below, transfer by way of enforcement ....., but excluding transfers mortis causa, subject to the Law) shall require: (i) a transfer instrument in writing signed by transferor and transferee and (ii) entering in the Company's Register of Shares of a declaration of transfer duly dated and signed by the transferor and the transferee or by their authorised representatives, and by the Company to evidence acceptance.

The transferor shall be deemed to remain the holder of the Shares until the name of the transferee is entered in the Company's Register of Shares.

Any transfer of Shares shall be subject to the provisions of articles 7.2. to 7.9. herebelow and shall be accompanied by such evidence as the Management Board may require establishing that the transfer is made in compliance with the terms and conditions of such provisions.

The Management Board may therefore decline to register any transfer of Shares (whether fully paid up or not) in the event that the evidence provided should not prove satisfactory. Specifically, any transfer of shares made in favour of a legal entity shall be registered only in the Company's Register of Shares to the extent such legal entity meets all the requirements to qualify as a Legal Entity Shareholder as set out in article 7.2.1.(e).

Notwithstanding anything contained in this article, no transfer of Shares shall be registered where in the opinion of the Management Board the transferee is in a position to wield substantial influence over any firm or company which is in competition (as defined under article 7.2.2.(b) herebelow) with the Company or any of its Subsidiaries and specifically with GBSA (as Subsidiaries and GBSA are defined in article 17.4. below), and subject to such provisions of article 7.2.2. (b) to 7.2.2. (d).

#### **7.2. Intervivos transfers.**

7.2.1. A shareholder may freely proceed with a Transfer of Share(s) held by him to any person entitled to hold Shares and for this purpose, the expression "person entitled to hold Shares" shall mean:

(a) Any of the following descendants of Manuel María González Ángel, founder in 1835 of the original business (the González Family):

- Pedro González Gordon Soto
- Carlos González Gordon Soto
- Manuel González Gordon Soto
- Ricardo González Gordon Soto
- Gabriel González Gordon Soto
- Álvaro González Gordon Soto
- Fernando González Gordon Soto

(b) Any lineal descendant (both male and female) of any of the persons named in (a) above.

(c) The spouse of a person within a category (a) or (b) above unless divorced or legally separated, or the widow or widower of any such person until remarriage of such widow or widower with a person not entitled to hold Shares.

(d) Any Trustee approved by the Management Board who provides evidence satisfactory to the Management Board that the Shares are held in trust for one or more or for a class consisting exclusively of persons within category (a), (b) or (c) hereabove and who lodges with the Management Board a certificate in the following terms or in any other form which the Management Board, acting on the recommendation of the Supervisory Board further to article 11.2.(xii) below, shall approve:

“We confirm that the .....Shares in González Byass & Co Ltd, S.A. will be held by us in trust exclusively for persons within categories (a), (b) or (c) of Article 7.2.1. of the Articles of Association of González Byass & Co, Ltd. S.A.”.

(e) Any legal entity fully and exclusively owned by persons within category (a), (b) or (c) above, to the extent such legal entity remains at all times as fully and exclusively owned by the aforementioned persons and provided the articles of association of such legal entity contains at all times the regime of limitations to the transferability of shares indicated in Schedule I hereto (the Legal Entity Shareholder).

Without prejudice to the above, the 37,752 Shares owned by González Investments LLC will be considered to be held by a Legal Entity Shareholder notwithstanding that the articles of association of such entity do not contain the regime of limitations to the transferability of shares indicated in Schedule I hereto. However, the acquisition by González Investments LLC of any Share(s) in addition to the mentioned 37,752 Shares shall be entered into the Company’s Register of Shares and therefore the Company shall recognize González Investments LLC as owner of such Share(s) only to the extent the articles of association of such legal entity contains at all times the regime of limitations to the transferability of shares indicated in Schedule I. If that were to be the case, only the Share(s) exceeding the mentioned 37,752 Shares shall be subject to the regime of limitations to the transferability of shares indicated in Schedule I.

For the purposes of this article 7, the expression “Transfer of Share(s)” means any transaction which has as a purpose, or will result in, the transfer of Share(s) or of a right in rem on Share(s), for valuable consideration or for free, the granting of options to purchase or sell Shares or the conclusion of a swap or another agreement, so that a complete or partial transfer of the economic benefits, the ownership, or the voting rights of the Share(s) shall occur, regardless of whether such a transaction is realized by means of delivery of securities, in cash or otherwise. For the avoidance of doubt, any transfer of Share(s) resulting from any corporate reorganization of a Legal Entity Shareholder, such as contributions, exchange transactions, transfer of universality of assets, mergers, de-merger, absorptions, conversions, migrations, liquidations or similar transactions of a Legal Entity Shareholder shall constitute a Transfer of Share(s).

An acquisition by the Company of its own Shares (whether issued as redeemable shares or not) initiated by any shareholder of the Company who directly offers part or all of his Shares of the Company to the Company for redemption shall not constitute a Transfer of Share(s) -and the above procedure shall not apply. Such an acquisition of own Shares is directly subject to article 6.6. or article 6.7., as the case may be, of the Articles. This article 7 shall, however, apply to those Shares offered to the Company for redemption which the Company is not in a position to acquire pursuant to articles 6.6 and 6.7 or the Law.

For the avoidance of doubt, any transfer of Share(s) resulting from any corporate reorganization of the Company, such as contributions, exchange transactions, transfer of universality of assets, mergers, de-merger, absorptions, conversions, migrations, liquidations or similar transactions of the Company shall be governed by the provisions of article 10.2.(v) herebelow and the provisions of the Law and shall not constitute a Transfer of Share(s).

7.2.2. Any Transfer of Share(s), other than a Transfer of Share(s) made under article 7.2.1., shall be subject to the following provisions:

(a) A shareholder (the Transferor Shareholder) who proposes to undertake a Transfer of Share(s) shall notify the Chairman of the Management Board and the Chairman of the Supervisory Board of the proposed transfer in writing stating the identity of the transferee (the Transferee), the price or consideration of the offered Shares (the Offered Shares), the payment terms and the remaining terms and conditions of the proposed transfer (the Transfer Notice). The Transfer Notice shall also include a representation made by the Transferor Shareholder that the Transferee has been informed (i) of the pre-emptive acquisition rights provided for in this article 7 and (ii) that in case the Transferor Shareholder is free to transfer the Offered Shares pursuant to section (j) below, the Transferee shall enter into a reciprocal put and call option agreement with the Company as set out in the mentioned section. The Transferor Shareholder shall attach to the Transfer Notice a copy of the firm and irrevocable purchase offer made by the Transferee.

(b) Should the Chairman of the Management Board or the Chairman of the Supervisory Board consider that the Transferee is a competitor of the Company or of any of its Subsidiaries, and specifically of GBSA, or belongs to a competitor group of companies, either one of them shall, within two (2) calendar days after receipt of the Transfer Notice, convene a General Meeting to be held twenty-one (21) days after remission of the convening notices (the Competitor General Meeting) and notify the Transferor and the Chairman of the other corporate body (the Competitor General Meeting Notification). At this Competitor General Meeting, at least two thirds (2/3) of the non-conflicted share capital of the Company shall be present or represented at first call; and one third (1/3) of the non-conflicted share capital of the Company shall be present or represented at second call, so that the same resolves about the proposed Transfer of Share (s), either approving or denying it, for which a resolution shall be passed by a two third (2/3) majority vote of the votes cast by all non-conflicted attendees present or represented.

In case the Competitor General Meeting denies the proposed Transfer of Shares, the resolution shall expressly set out that it is based on the fact that the Transferee is a competitor of the Company or of any of its Subsidiaries or belongs to a competitor group.

For these purposes, a “competitor” is any person or entity engaged in any part of the world, in the same or analogous business as GBSA (as such company is defined in article 17.4. herebelow), either directly or indirectly, through its asso-

ciation with, control or ability to be controlled by a person or entity engaged, directly or indirectly, in the same or analogous business as GBSA (the Business).

(c) In case no such Competitor General Meeting is called by the Chairman of the Management Board and no Competitor General Meeting Notification is received by him from the Chairman of the Supervisory Board (within three (3) calendar days after receipt of the Transfer Notice), the Chairman of the Management Board shall, at the earliest six (6) calendar days and at the latest eight (8) calendar days after receipt of the Transfer Notice, notify the Transferor Shareholder (the Purchase Price Notification) of (i) the Annual Price (as such term is defined in article 15.1. below), and of (ii) the resulting purchase price calculated on the basis of the Annual Price, by multiplying the number of Offered Shares by the Annual Price (the Purchase Price) at which all shareholders registered with the Company's Register of Shares other than the Transferor Shareholder (the Non-Transferor Shareholders) or, subsidiarily, the Company, may exercise their pre-emptive acquisition right of the Offered Shares. A copy of such Purchase Price Notification shall likewise be sent by the Chairman of the Management Board to the Chairman of the Supervisory Board at the same time.

(d) In case a Competitor General Meeting is held and approves the proposed Transfer of Share(s) with the quorum and majority requirements set forth under article 10.2.(v) herebelow, the procedure provided for in this article 7.2.2. shall continue. The Chairman of the Management Board shall then notify the Transferor Shareholder within the three (3) calendar days following the holding of such Competitor General Meeting of (i) the resolution passed by the Competitor General Meeting, (ii) the Annual Price (as such term is defined in article 15.1. below), and of (iii) the resulting purchase price calculated on the basis of the Annual Price, by multiplying the number of Offered Shares by the Annual Price (the Purchase Price) at which all shareholders registered with the Company's Register of Shares other than the Transferor Shareholder (the Non-Transferor Shareholders) or, subsidiarily, the Company, may exercise their pre-emptive acquisition right of the Offered Shares (the Competitor and Purchase Price Notification).

In case a Competitor General Meeting is held and denies the proposed Transfer of Share(s), the Chairman of the Management Board shall notify the Transferor Shareholder within the three (3) calendar days following the holding of such Competitor General Meeting of such resolution taken in accordance with 7.2.2. (b) hereabove.

(e) Should the Transferor Shareholder disagree with the Purchase Price, he shall notify the Chairman of the Management Board likewise in the three (3) calendar days following the receipt of (i) the Purchase Price Notification under 7.2.2. (c) or (ii) the Competitor and Purchase Price Notification under 7.2.2. (d), as the case may be (the Transferor Shareholder Notice on the Purchase Price).

In case the Chairman of the Management Board has not received a Transferor Shareholder Notice on the Purchase Price within ten (10) calendar days after (i) the Purchase Price Notification under 7.2.2. (c) or (ii) the Competitor and Purchase Price Notification under 7.2.2. (d), as the case may be, the Transferor Shareholder is considered to agree with the Purchase Price.

In case of disagreement by the Transferor Shareholder with the Purchase Price, the Chairman of the Management Board shall convene a meeting of the Management Board within five (5) calendar days after receipt of the Transferor Shareholder Notice on the Purchase Price, to appoint an independent auditor, who shall not be the auditor of the Company, to determine the purchase price range of the Offered Shares. The Management Board meeting must be held within eight (8) calendar days after receipt by the Chairman of the Management Board of the Transferor Shareholder Notice on the Purchase Price.

The independent auditor shall, to the best of his knowledge and understanding and based on internationally reputed and recognised company valuation methodology for companies operating in the sector in which GBSA (as such company is defined in article 17.4. below) operates, determine a purchase price range of the Offered Shares as of the date of the Transfer Notice. In calculating the purchase price range of the Offered Shares the independent auditor must take into consideration the Offered Shares' illiquidity and the percentage the Offered Shares represents in the Company's share capital (the Independent Auditor Report). No such report will be required if the Company should have been provided with an Independent Audit Report at any time in the twelve preceding months computed as from the Transfer Notice (the Former Report). If that were to be the case, then the Independent Auditor responsible for the Former Report shall be requested to adjust the Former Report to the extent so required to accommodate any material change between the former Transfer Notice triggering the Former Report and the current Transfer Notice.

Within thirty (30) calendar days after its appointment, the independent auditor shall prepare and deliver the Independent Auditor Report to the Chairman of the Management Board, to the Chairman of the Supervisory Board and to the Transferor Shareholder (the Audit Report Delivery Date). Should the Purchase Price fall within the purchase price range of the Offered Shares indicated in the Independent Auditor Report, the purchase price of the Offered Shares shall be the Purchase Price. If this were to be the case, the independent auditor's fees should be borne by the Transferor Shareholder. However, should the Purchase Price fall outside the purchase price range of the Offered Shares indicated in the Independent Auditor Report, the purchase price of the Offered Shares should be the extreme of the purchase price range of the Offered Shares indicated in the Independent Auditor Report closest to the Purchase Price. If this were to be the case, the independent auditor's fees should be borne by the Company.

(f) The Chairman of the Management Board shall notify the Non-Transferor Shareholders by registered means, with copy to the Chairman of the Supervisory Board, of the proposed Transfer of Share(s) in writing stating the purchase price of the Offered Shares and the number of Offered Shares in respect of which each Non-Transferor Shareholder may

exercise its pre-emptive acquisition right at the earliest ten (10) and at the latest twelve (12) calendar days after (i) the Purchase Price Notification under 7.2.2. (c) or (ii) the Competitor and Purchase Price Notification under 7.2.2. (d), as the case may be in case the Transferor Shareholder agrees with the Purchase Price or within eight (8) days of the Audit Report Delivery Date in case the Transferor Shareholder initially disagreed with the Purchase Price (the Non Transferor Shareholder Notification).

(g) Any Non-Transferor Shareholder wishing to exercise a right of preemption (the Exercising Non Transferor Shareholders) should indicate the maximum number of Shares he/she wishes to acquire up to the total number of the Offered Shares (the Requested Shares) by notifying the Chairman of the Supervisory Board and the Chairman of the Management Board of his/her intention to do so within a term of fifteen (15) calendar days after receipt of the Non Transferor Shareholder Notification. It shall be deemed that the intention to exercise has been notified, if appropriate, on the date of remittance of the relevant notice, provided that such notice is remitted within the initial term of fifteen (15) calendar days and is received on or before the fifth calendar day immediately following expiry thereof (the Deadline). Otherwise, it shall also be deemed that the pre-emptive acquisition right has lapsed.

(h) Within a term of eight (8) calendar days after the Deadline, the Chairman of the Supervisory Board shall distribute among the Exercising Non Transferor Shareholders the Offered Shares. Such distribution shall be made in a proportion equal to dividing each individual Exercising Non Shareholder's participation in the Company by the aggregate participation in the Company held by all of the Exercising Non Transferor Shareholders in conjunction.

If the number of Offered Shares so distributed to any Exercising Non Transferor Shareholder is in excess of the Requested Shares, then the allocation would only be made up to the Requested Shares, and the excess Offered Shares would remain for further allocation.

Any Offered Shares remaining after the initial distribution made above shall then be distributed in a second round among the Exercising Non Transferor Shareholders who should have requested a number of Offered Shares in excess of those allocated (the Remaining Exercising Non Transferor Shareholders). Such second round distribution shall be made in a proportion equal to dividing each Remaining Exercising Non Transferor Shareholder's participation in the Company by the aggregate participation in the Company held by all of the Remaining Exercising Non Transferor Shareholders. This process shall be repeated as many times as may be required until (i) no unallocated Offered Shares remain or until (ii) no Exercising Non Transferor Shareholders offering to acquire a number of Offered Shares in excess of those allocated remain.

For the above purposes, in the calculation of the aforementioned percentages, decimals equal to or above 0.5 shall be rounded up and decimals under 0.5 shall be rounded down.

If at the end of the allocation mechanism, all of the Offered Shares should have been allocated, then the Chairman of the Supervisory Board shall inform the Exercising Non-Transferor Shareholders and the Transferor Shareholder, and shall call the Transferor Shareholder to execute the relevant share transfer agreement(s) within one (1) month after the remission of this notification.

If at the end of the allocation mechanism, all of the Offered Shares should not have been allocated, and given that the Transferor Shareholder cannot be obligated to transfer a different number of shares to the Offered Shares, the exercise by the Exercising Non Transferor Shareholders shall be conditional on the exercise by the Company of the Company's pre-emptive acquisition right over all of the remaining Offered Shares (the Remaining Offered Shares) in the terms of section (i) below.

(i) If at the end of the allocation mechanism, all of the Offered Shares should not have been allocated, then the Chairman of the Supervisory Board shall convene a General Meeting within eight (8) calendar days as of the Deadline to resolve with the quorum and majority requirements set forth under 10.2. (iv) herebelow, [unless the agenda of the meeting should indicate that the acquisition of the Shares should be accompanied at the same time by a decrease of the share capital and the cancellation of the relevant Shares, in which case the quorum and majority requirements will be those set forth under article 10.2.(v), whether the Company wishes to exercise its pre-emptive acquisition right over the Remaining Offered Shares, subject to the conditions of articles 6.6. or 6.7. The General Meeting must be held thirty three (33) calendar days as of the Deadline.

(j) Within eight (8) calendar days after the said General Meeting has been held, the Chairman of the Supervisory Board shall send a further notification to all the shareholders whereby:

- he shall inform that the Company has exercised its right of pre-emption over the Remaining Offered Shares and shall call the Transferor Shareholder to execute the relevant share transfer agreement(s) within one (1) month after the remission of this notice; or

- he shall inform that the Company has not exercised its preemptive right, or that any such exercise of the preemptive right has not covered all of the Remaining Offered Shares and, therefore, that the Transferor Shareholder may proceed to carry out the transfer to the Transferee under the terms and conditions indicated in the Transfer Notice and provided the Transferee and the Company enter into a reciprocal put and call option agreement as set out in section (j) herebelow (the Final Notification).

(k) Should neither the Non-Transferor Shareholders nor the Company exercise their respective pre-emptive acquisition rights in accordance with the above provisions, or if as a result of the exercise of such pre-emptive acquisition rights not all of the Offered Shares should have been covered, then the Transferor Shareholder shall be free to transfer



the Offered Shares, within a term of not more than one (1) month after the Final Notification but only on the terms and conditions as communicated to the Management Board in the Transfer Notice, provided that the Transferee and the Company enter into a reciprocal put and call option agreement by way of which (i) the Transferee shall grant a call option to the Company to enable the Company to purchase the Shares from the Transferee, paying such Shares in kind by delivering to the Transferee the number of shares in the capital of GBSA (as such company is defined in article 17.4. herebelow) proportional to his/her participation in the Company, all expenses resulting from the exercise of this call option should be borne by the Company; and (ii) the Company shall grant a put option to the Transferee to cause the Company to purchase from the Transferee the Shares of the Company in exchange for the number of shares in the capital of GBSA (as such company is defined in article 17.4. herebelow) proportional to his/her participation in the Company, all expenses resulting from the exercise of this put option, including any Corporate Income Tax payable by the Company or its subsidiaries should be borne by the Transferee.

Should the transfer and the reciprocal put and call option not be completed within the said term, the Transferor Shareholder shall be unable to transfer the Offered Shares.

(l) When the total amount of Offered Shares transferred within the preceding twelve (12) months, is higher than 3% of the Company's share capital (excluding treasury stock), any shareholder or the Company itself (if that were to be the case) acquiring the Offered Shares may pay 20% of the purchase price in cash at the moment of the execution of the transfer instrument and the balance in four (4) equal instalments during the next four years as from such execution date (plus market interest to be determined according to Luxembourg law and/or practice and to be paid at the same time than the corresponding instalment), against a bank guarantee issued by a reputable bank payable at first demand that shall also cover the market interest accrued on the outstanding principal at any given time.

7.3. The provisions of article 7.2.2. regarding the pre-emptive acquisition rights will be applied equally in relation to the transfer by any Shareholder of any rights of subscription pertaining to capital increases, in which case the terms of article 7.2.2. shall be shortened in order to allow compliance with the Law.

7.4. The provisions of article 7.2.2. regarding the pre-emptive acquisition rights will be applied equally when a shareholder proposes to grant a pledge or create any in rem right on Shares (the Proposing Shareholder), unless the below described exemption or desistment applies.

The Proposing Shareholder shall notify the Chairman of the Management Board and the Chairman of the Supervisory Board of the proposed granting of pledge or creation of any in rem right on Shares and such notice shall be deemed a Transfer Notice as set out in article 7.2.2.(a) hereabove and shall trigger the procedure of article 7.2.2., unless a General Meeting (to be convened by the Chairman of the Supervisory Board within five (5) days from receipt of said Transfer Notice and to be held twenty-one (21) days as from the remission of the convening notices) resolves with the quorum and majority requirements indicated in article 10.2.(iv) herebelow to exempt such notice from triggering the pre-emptive acquisition right of article 7.2.2. above, or unless further to the refusal of such exemption by the General Meeting, the Proposing Shareholder decides to desist from his proposal to grant a pledge or create an in rem right over his or her Shares.

7.5. Transfers by way of mortis causa, dissolution of matrimonial community property and forced sales.

7.5.1. No restrictions shall apply to the mortis causa transfer of Shares when the successor heir or assignee of a deceased shareholder is a person entitled to hold Shares as set out in Article 7.2.1. hereabove. In all other cases, the Company may refuse to register the transfer in favour of the successor heir or assignee in the Company's Register of Shares provided that the Management Board sets in motion the process mentioned in Article 7.2. enabling the remaining shareholders and, in default thereof, the Company, to acquire the Shares from the heir or assignee on the same terms and conditions as are applicable to intervivos transfers, and the time periods shall run from the date on which the successor gives notice to the Management Board that he has acquired the Shares or otherwise from such time as Management Board is informed of the identity of the successor, which shall be construed mutatis mutandis as a Transfer Notice.

7.5.2. The same rules of article 7.5.1. shall apply in the event the Shares are acquired by a person not entitled to hold Shares as set out in article 7.2.1. hereabove as a consequence of a dissolution of matrimonial community property.

7.5.3. The same rules shall apply in the event the Shares are acquired as a consequence of a judicial or administrative judgement to the extent the acquiror does not meet the conditions to be deemed as a person entitled to hold Shares as set out in article 7.2.1. hereabove. Notwithstanding the above, in this case the price at which the remaining shareholders registered with the Company's Register of Shares and, in default thereof, the Company, shall be entitled to acquire the Shares will be equivalent to the lowest of (i) the value paid by the third party to acquire these Shares if ascertainable, or (ii) the amount/ price at which the Shares have been adjudicated, if applicable, or (ii) the fair market value of these Shares determined by an independent auditor appointed by the Management Board.

7.6. The acquisition by any person not entitled to hold Shares as set out in article 7.2. hereabove of any holding in the Company (irrespective of the amount of shares acquired) with no or partial observance of the transferability regime contained in this article 7 shall be deemed to be a Non Permitted Transfer of Shares by the Shareholder (the Defaulting Shareholder). In such a case, the remaining shareholders registered with the Company's Register of Shares and, in default thereof, the Company, will have a call option to acquire all the Shares held in the Company by the Defaulting Shareholder for a price calculated by the Management Board by multiplying the number of Shares owned by the Defaulting Shareholder

by the value of each of the Shares. For these purposes, the value of each of the Shares shall be the Annual Price (as such term is defined in article 15.1 below) but replacing the multiplying factor of 0.7 by a multiplying factor of 0,3.

7.7. The deletion, amendment or in any way or manner depletion of the effect of the transferability regime contained in Schedule I of these Articles and consequently of the articles of association of a Legal Entity Shareholder shall be deemed to be a Non Permitted Transfer of Shares by the Legal Entity Shareholder and the provisions of article 7.6. above shall apply.

Four months before the Annual General Meeting as set forth under article 12.4. herebelow (the Annual Date) and at any time upon request of the Chairman of the Management Board or of the Chairman of the Supervisory Board, each Legal Entity Shareholder shall provide the Management Board and the Supervisory Board with a certified copy of its current articles of association. Should any Legal Entity Shareholder fail to provide such document within fifty (50) calendar days following the date on which the aforementioned Annual Date has lapsed or within fifty (50) calendar days following the date on which the request was made by the Chairman of the Management Board or by the Chairman of the Supervisory Board, as the case may be, the Chairman of the Management Board or the Chairman of the Supervisory Board shall send a final reminder to said Legal Entity Shareholder (the Final Reminder). Unless the Legal Entity Shareholder submits the requested document within one (1) month following the receipt of the Final Reminder, it shall be deemed that the transferability regime contained in Schedule I hereto has been deleted from the articles of association of the Legal Entity Shareholder and therefore the provisions of this article 7.7. shall apply.

7.8. The acquisition by any person not entitled to hold Shares as set out in article 7.2. hereabove of any holding (irrespective of the amount of shares acquired) in the Legal Entity Shareholder with no or partial observance of the transferability regime contained in Schedule I of these Articles and consequently of the articles of association of a Legal Entity Shareholder, shall be deemed to be a non Permitted Transfer of Shares by the Legal Entity Shareholder. In such a case, the remaining shareholders registered with the Company's Register of Shares and, in default thereof, the Company, will have a call option to acquire the Shares held in the Company by the Legal Entity Shareholder for the price determined in article 7.6. hereabove.

At the Annual Date and at any time upon request of the Chairman of the Management Board or of the Chairman of the Supervisory Board, each Legal Entity Shareholder shall provide the Management Board and the Supervisory Board with a certified copy of its current articles of association. Should any Legal Entity Shareholder fail to provide such document within fifty (50) calendar days following the date on which the aforementioned Annual Date has lapsed or within fifty (50) calendar days following the date on which the request was made by the Chairman of the Management Board or by the Chairman of the Supervisory Board, as the case may be, the Chairman of the Management Board or the Chairman of the Supervisory Board shall send a final reminder to said Legal Entity Shareholder (the Final Reminder). Unless the Legal Entity Shareholder submits the requested document within one (1) month following the receipt of the Final Reminder, it shall be deemed that a third party has acquired shares in the Legal Entity Shareholder with no or partial observance of the transferability regime contained in Schedule I hereto and therefore the provisions of this article 7.8. shall apply.

7.9. Any transfer of Shares carried out in violation of the procedure established in this article 7 shall be null and void and shall not be entered into the Company's Register of Shares.

## II. Management - Representation

### Art. 8. Management Board.

#### 8.1. Composition of the Management Board

(i) The Company is managed by a Management Board composed of at least two (2) members, who need not be shareholders.

(ii) The members of the Management Board shall be appointed by the Supervisory Board. The Supervisory Board shall also determine the number of members of the Management Board, their remuneration and the term of their office. A member of the Management Board may be removed with or without cause and/or replaced, at any time, by resolution adopted by the Supervisory Board.

In the event of vacancy in the office of a member of the Management Board because of death, retirement or otherwise, the remaining members of the Management Board may elect, by a majority vote, a member of the Management Board to fill such vacancy until the next meeting of the Supervisory Board. In the absence of any remaining members of the Management Board, a meeting of the Supervisory Board shall promptly be convened and held to appoint new members of the Management Board.

#### 8.2. Powers of the Management Board

(i) All powers not expressly reserved to the shareholder(s) or to the Supervisory Board by the Law or the Articles fall within the competence of the Management Board, who has all powers to carry out and approve all acts and operations consistent with the corporate object.

(ii) Special and limited powers may be delegated for specific matters to one or more agents by the Management Board.

(iii) The Management Board is authorised to delegate the day-to-day management and the power to represent the Company in this respect, to one or more members of the Management Board, officers, managers or other agents, whether shareholders or not, acting either individually or jointly. If the day-to-day management is delegated to one or several



members of the Management Board, the Management Board must report to the annual General Meeting any salary, fees and/or any other advantages granted to such members of the Management Board during the relevant financial year.

### 8.3. Procedure

(i) The Management Board must appoint a chairman among its members and may choose a secretary, who need not be a member of the Management Board, and who shall be responsible for keeping the minutes of the meetings of the Management Board and of General Meetings.

(ii) The Management Board meets upon the request of the chairman or any member of the Management Board, at the place indicated in the notice which, in principle, is in Luxembourg.

(iii) Written notice of any meeting of the Management Board is given to all member(s) of the Management Board at least twenty-four (24) hours in advance, except in case of emergency, the nature and circumstances of which are set forth in the notice of the meeting. In case of decisions relating to the matters set forth under article 11.2. herebelow, written notice of any meeting of the Management Board is given to all member(s) of the Management Board twenty (20) calendar days in advance of the Management Board meeting.

(iv) No notice is required if all members of the Management Board are present or represented and if they state to have full knowledge of the agenda of the meeting. Notice of a meeting may also be waived by a member of the Management Board, either before or after a meeting. Separate written notices are not required for meetings that are held at times and places indicated in a schedule previously adopted by the Management Board.

(v) A member of the Management Board may grant a power of attorney to any other member of the Management Board in order to be represented at any meeting of the Management Board.

(vi) The Management Board can validly deliberate and act only if a majority of its members is present or represented. Resolutions of the Management Board are validly taken by a majority of the votes of the members of the Management Board present or represented. The resolutions of the Management Board are recorded in minutes signed by the chairman or all the members of the Management Board present or represented at the meeting or by the secretary (if any).

(vii) Circular resolutions signed by all the members of the Management Board are valid and binding as if passed at a Management Board meeting duly convened and held and bear the date of the last signature.

(viii) Any member of the Management Board having an interest conflicting with that of the Company in a transaction carried out otherwise than under normal conditions in the ordinary course of business, must advise the Management Board thereof and cause a record of his statement to be mentioned in the minutes of the meeting. The member(s) of the Management Board concerned may not take part in these deliberations. A special report on the relevant transaction(s) is submitted to the shareholders before any vote, at the next General Meeting.

### 8.4. Representation

(i) The Company is bound towards third parties in all matters by the joint signature of any two (2) members of the Management Board.

(ii) The Company is also bound towards third parties by the joint or single signature of any persons to whom special signatory powers have been delegated.

## **Art. 9. Liability of the members of the Management Board.**

9.1. The members of the Management Board may not, by reason of their mandate, be held personally liable for any commitments validly made by them in the name of the Company, provided such commitments comply with the Articles and the Law.

## **III. Shareholder(s)**

### **Art. 10. General meetings of shareholders.**

#### 10.1. Powers and voting rights

(i) Resolutions of the shareholders are adopted at general meetings of shareholders (the General Meeting). The General Meeting has the broadest powers to adopt and ratify all acts and operations consistent with the corporate object.

(ii) Each Share entitles to one (1) vote.

#### 10.2. Notices, quorum, majority and voting proceedings

(i) General Meetings are held at such place and time as specified in the notices. The Management Board, the Supervisory Board, the statutory auditors, any two (2) members of the Management Board acting jointly, any three (3) members of the Supervisory Board acting jointly, the Chairman of the Management Board and the Chairman of the Supervisory Board may convene a General Meeting.

(ii) If all the shareholders are present or represented and consider themselves as duly convened and informed of the agenda of the meeting, the General Meeting may be held without prior notice.

(iii) A shareholder may grant a written proxy to another person (who will need to be a shareholder) in order to be represented at any General Meeting. Any such proxy shall either be produced at the General Meeting or lodged with the Company not less than forty-eight (48) hours before the time fixed for holding the General Meeting.

(iv) The General Meeting may validly deliberate on all matters for which it is competent in accordance with the Articles and the Law and which do not fall within article 10.2. (v) herebelow [i.e. any matters to be resolved upon at the annual

General Meeting mentioned under article 12 herebelow, being the approval of the annual accounts, the allocation of the net annual profits, the granting of discharge to the members of the Management Board and the statutory auditor(s) / réviseurs d'entreprises, the appointment of the members of the Supervisory Board and the statutory auditor(s) / réviseurs d'entreprises and any other matters for which the General Meeting is competent which do not fall within the matters indicated under 10.2. (v) herebelow] only if at least two thirds (2/3) of the share capital is present or represented. In case all Shares are in registered form, the convening notices for said General Meetings must contain the agenda and may be sent by registered letters at least twenty-one (21) calendar days before the holding of the General Meeting. In case the required presence quorum is not reached at the first General Meeting, a second General Meeting is to be held and must be convened in accordance with the same procedure set forth hereabove for the first General Meeting. The second General Meeting may validly deliberate only if at least one third (1/3) of the share capital is present or represented. At both General Meetings, resolutions must be adopted by at least the majority of the votes cast.

(v) The General Meeting may amend the Articles and decide on any corporate reorganization of the Company, such as contributions, exchange transactions, transfer of universality of assets, mergers, demerger, absorptions, conversions, migrations, liquidations or similar transactions and dissolution of the Company and Major Decisions as defined in article 11.2 herebelow, only if at least two-thirds (2/3) of the share capital is present or represented and the agenda indicates the proposed amendments to the Articles as well as the text of any proposed amendments to the object or form of the Company. In case all Shares are in registered form, the convening notices for said General Meetings must contain the agenda and may be sent by registered letters only at least twenty-one (21) calendar days before the holding of the General Meeting. If the relevant presence quorum is not reached, a second General Meeting must be convened by means of convening notices published twice, at fifteen (15) calendar days interval at least and fifteen (15) calendar days before the General Meeting in the Mémorial and in two Luxembourg newspapers. Such convening notices reproduce the agenda of the General Meeting and indicate the date and results of the previous General Meeting. The second General Meeting may validly deliberate only if at least one third (1/3) of the share capital is present or represented. At both General Meetings, resolutions must be adopted by at least two-thirds of the votes cast.

#### **Art. 11. Supervisory Board.**

##### 11.1. Composition of the Supervisory Board

(i) The Company is supervised by a supervisory board (the Supervisory Board) composed of at least three (3) and at the maximum ten (10) members who will need to be natural person shareholders complying with the conditions set out in Article 7.2. (a), (b) or (c).

(ii) The Supervisory Board shall elect a Chairman and a Secretary.

(iii) The Annual General Meeting with the quorum and majority requirements set forth under 10.2. (iv) hereabove appoints the members of the Supervisory Board and determines their number, remuneration and term of their office in accordance with the Articles. Each 91,000 Shares voluntarily grouped together shall propose to the General Meeting the appointment of one (1) member of the Supervisory Board.

In order to exercise this right, two months before the date of the Annual General Meeting, the Chairman of the Supervisory Board shall send out to all the shareholders of the Company a document inviting the proposal for appointment of members to the Supervisory Board in the fifteen (15) following calendar days. The Chairman of the Supervisory Board will then convene a Meeting of the Supervisory Board. At such Meeting the Supervisory Board shall (i) record the proposal for appointment received by each 91,000 Shares grouped, (ii) draw up a list with all proposals for appointment received for the positions open for appointment and (iii) convene the Annual General Meeting and include in the agenda the list of proposals for appointment of members of the Supervisory Board, which list shall be put to the vote of the Annual General Meeting.

The terms and conditions for exercising this grouping right and the procedure to be followed by the Supervisory Board in these cases shall be regulated in the internal regulation of the Supervisory Board (the Internal Regulation).

(iv) Members of the Supervisory Board will serve for a term of office not exceeding three (3) years and may be subsequently re-elected on one or more occasions for additional terms not exceeding three (3) years. If within any given year, the office of a member of the Supervisory Board becomes vacant, such office will continue vacant until the next Annual General Meeting.

(v) The Supervisory Board shall regulate its own innerworkings and the further development of any competences entrusted by these Articles by way of an Internal Regulation. An affirmative two thirds (2/3) vote of the members to the Supervisory Board shall be required in order to amend the Internal Regulation. In case a two-thirds affirmative vote would theoretically imply the vote of a fractional number of members of the Supervisory Board because of the number of members on the Supervisory Board at a given time, in case the decimal of such fractional number is equal to or above 0.5, the fractional number shall be rounded up to the nearest full number and in case the decimal of such fractional number is below 0.5, such decimal shall be ignored.

##### 11.2. Powers of the Supervisory Board

The following decisions by the Management Board shall require the prior recommendation of the Supervisory Board (the Major Decisions) following the procedure under article 11.3. herebelow:

(i) approval of the strategic business plan of the Company and all of its Subsidiaries (as defined in Article 17.4. below);

- (ii) proposal of dividends to be paid by the Company;
- (iii) appointment of the General Manager of the Company and of its Subsidiaries;
- (iv) appointment of the Directors of the Company's Subsidiaries, with specific reference to GBSA (as such company is defined in article 17.4. below);
- (v) establishment and amendment of the maximum indebtedness over total resources of the Company and all of its Subsidiaries;
- (vi) investment exceeding three million Euros (€ 3,000,000);
- (vii) decisions directly linked to the ownership of the strategic brands or of the historic assets of the Company and of its Subsidiaries;
- (viii) incorporation of companies with third parties (i.e. joint ventures);
- (ix) sale of non historic assets of the Company and of its Subsidiaries in excess of three million Euros (€ 3,000,000);
- (x) establishment of branches, subsidiaries or other offices of the Company and of its Subsidiaries;
- (xi) authorisation to grant pledges over Company assets and shares including shares of its Subsidiaries.
- (xii) approval of a Trustee as a person entitled to hold Shares in accordance to article 7.2.1(d) hereabove and the approval of any certificate other than the one contained in such article 7.2.1 (d).

### 11.3. Procedure

(i) The Supervisory Board meets whenever a decision entering within its duties is to be taken, upon request of a member of the Supervisory Board or of a member of the Management Board at the place indicated in the notice. For the purpose of article 11.2. hereabove, the Supervisory Board meets upon request of the Chairman of the Management Board who must convene the Supervisory Board ten (10) calendar days in advance for the holding of a meeting and in any case such that said meeting can be held before the relevant Management Board Meeting.

(ii) Subject to Article 7 and unless otherwise indicated, written notice of any meeting of the Supervisory Board will be given to all members of the Supervisory Board at least ten (10) calendar days in advance (not including the day of remission and the day of the meeting), except in case of emergency, the nature and circumstances of which are set forth in the notice of the meeting.

(iii) No notice is required if all the members of the Supervisory Board are present or represented and if they state to have full knowledge of the agenda of the meeting. Notice of a meeting may also be waived by a member of the Supervisory Board, either before or after a meeting. Separate written notices are not required for meetings that are held at times and places indicated in a schedule previously adopted by the Supervisory Board.

(iv) A member of the Supervisory Board may grant a proxy to any other member of the Supervisory Board in order to be represented at any meeting of the Supervisory Board.

(v) The Supervisory Board can validly deliberate and act only if two-thirds (2/3) of its members is present or represented. In case a two-thirds presence would theoretically imply the presence or representation of a fractional number of members of the Supervisory Board because of the number of members on the Supervisory Board at a given time, in case the decimal of such fractional number is equal to or above 0.5, the fractional number shall be rounded up to the nearest full number and in case the decimal of such fractional number is below 0.5, such decimal shall be ignored. Resolutions of the Supervisory Board are validly taken by simple majority of the votes of the members of the Supervisory Board present or represented. In case the Supervisory Board should not be able to reach a vote with regard to the Major Decisions, any three (3) members of the Supervisory Board acting jointly may directly convene a General Meeting of Shareholders for the recommendation of the relevant Major Decision to the General Meeting who shall recommend the relevant Major Decision with the quorum and majority requirements set forth under article 10.2. (v) hereabove.

(vi) The resolutions of the Supervisory Board are recorded in minutes signed by all the members of the Supervisory Board present or represented at the meeting.

(vii) A meeting of the Supervisory Board may also be held remotely, by telephone or video conference, provided that (i) this is so indicated in the notice sent to convene the meeting, and (ii) the majority of the members of the Supervisory Board do not object to the holding of the meeting in such manner in writing to the Chairman of the Supervisory Board within seven (7) calendar days in advance to the date in which the meeting is intended to be held. The participation by these means is deemed equivalent to a participation in person at a meeting duly convened and held.

(viii) Circular resolutions signed by all the members of the Supervisory Board are valid and binding as if passed at a Supervisory Board meeting duly convened and held and bear the date of the last signature.

(ix) Any member of the Supervisory Board having an interest conflicting with that of the Company in a transaction carried out by the Company or by the Subsidiaries, must advise the Supervisory Board thereof and cause a record of his statement to be mentioned in the minutes of the meeting. The member(s) of the Supervisory Board concerned may not take part in these deliberations. The foregoing shall also apply when in the opinion of the majority of the remaining non-conflicted members of the Supervisory Board, a member of the Supervisory Board should have an interest conflicting with that of the Company in a transaction carried out by the Company or by the Subsidiaries. A special report on the relevant transaction(s) is submitted to the shareholders before any vote, at the next General Meeting. An interest con-

flicting with that of a Subsidiary(ies), including but not limited to GBSA (as both such terms are defined in article 17.4 herebelow) shall be deemed to be an interest conflicting with that of the Company.

(x) Any member of the Supervisory Board who at any time during the term of his appointment should have an interest conflicting with that of the Company as defined under article 11.3. (ix) hereabove, or with the Business (as such term is defined in article 7.2.2.(c) above), must advise the Chairman of the Supervisory Board who shall convene a General Meeting for the purpose of confirming the eligibility, of such member to continue serving as a member of the Supervisory Board or to resolve otherwise in accordance with the quorum and majority requirements of article 10.2. (iv) hereabove.

(xi) The foregoing shall also apply when in the opinion of the majority of the remaining non-conflicted members of the Supervisory Board, a member of the Supervisory Board should have an interest conflicting with that of the Company as defined under article 11.3. (ix) hereabove, or with the Business (as such term is defined in article 7.2.2.(c) above, in which case either the Chairman of the Supervisory Board acting at the request of such majority or any three members of the Supervisory Board acting jointly, shall convene a General Meeting for the purpose of confirming the eligibility of such member to continue serving as a member of the Supervisory Board or to resolve otherwise in accordance with the quorum and majority requirements of article 10.2. (iv) hereabove.

(xii) In the event that the General Meeting should decide that the conflicting interest renders the conflicted member ineligible, then such member shall be removed at that same General Meeting and his position shall remain vacant until the following Annual General Meeting.

#### **IV. Profits - Supervision**

##### **Art. 12. Financial year and Approval of annual accounts.**

12.1. The financial year begins on the first (1) of September and ends on the thirty-first (31) of August of each year.

12.2. Each year, the Management Board prepares the balance sheet and the profit and loss account, as well as an inventory indicating the value of the Company's assets and liabilities, with an annex summarising the Company's commitments and the debts of the officers, members of the Management Board and statutory auditors towards the Company.

12.3. One month before the Annual General Meeting, the Management Board provides documentary evidence and a report on the operations of the Company to the statutory auditors, who then prepare a report setting forth their proposals.

12.4. The Annual General Meeting shall be convened by the Supervisory Board and shall be held at the address of the registered office or at such other place in the municipality of the registered office, as may be specified in the notice sent by the Supervisory Board, on the last Tuesday of February of each year at noon. If such day is not a business day in Luxembourg, the annual General Meeting is held on the following business day.

12.5. The Annual General Meeting may be held abroad if, in the absolute and final judgement of the Management Board, exceptional circumstances so require.

##### **Art. 13. Statutory auditors/Réviseurs d'entreprises.**

13.1. The operations of the Company are supervised by one or several statutory auditors (commissaires).

13.2. The operations of the Company are supervised by one or several réviseurs d'entreprises, when so required by law.

13.3. The General Meeting with the quorum and majority requirements set forth under 10.2. (iv) hereabove appoints the statutory auditors/réviseurs d'entreprises and determines their number, remuneration and the term of their office, which may not exceed six (6) years. Statutory auditors/réviseurs d'entreprises may be re-appointed.

##### **Art. 14. Allocation of profits.**

14.1. From the annual net profits of the Company, five per cent (5%) is allocated to the reserve required by Law. This allocation ceases to be required when the legal reserve reaches an amount equal to ten per cent (10%) of the share capital.

14.2. The General Meeting with the quorum and majority requirements set forth under 10.2. (iv) hereabove determines how the balance of the annual net profits is allocated. It may allocate such balance to the payment of a dividend, transfer such balance to a reserve account or carry it forward in accordance with applicable legal provisions.

14.3. Interim dividends may be distributed, at any time, under the following conditions:

(i) interim accounts are drawn up by the Management Board;

(ii) these interim accounts show that sufficient profits and other reserves (including share premium) are available for distribution; it being understood that the amount to be distributed may not exceed profits made since the end of the last financial year for which the annual accounts have been approved, if any, increased by carried forward profits and distributable reserves and decreased by carried forward losses and sums to be allocated to the legal or a statutory reserve;

(iii) the decision to distribute interim dividends is taken by the Management Board within two (2) months from the date of the interim accounts; and

(iv) in their report to the Management Board, as applicable, the statutory auditors or the réviseurs d'entreprises must verify whether the above conditions have been satisfied.

## V. Determination of annual price

15.1 Between September 1 and November 30th of each year, the Management Board shall calculate the Annual Price. The Annual Price shall be calculated by dividing the Company Value (as defined below) by the total number of Shares issued by the Company at the close of the latest financial year immediately preceding, excluding treasury stock owned by the Company itself or by its Subsidiaries. The Company Value shall be the average value in the three (3) preceding financial years closed, resulting from the following formula (the Company Value):

$$\text{Company Value} = ([\text{NBV} + (\text{B} \times 10)] / 2) \times 0.7$$

“NBV” being the net consolidated book value of the group controlled by the Company and “B” the Company’s share in the consolidated profits after tax in the group controlled by González Byass & Co., Limited (a subsidiary company incorporated under the laws of England and Wales), without extraordinary results. For the purposes of calculating the Company Value, extraordinary results shall mean the aggregate of (i) the result (positive or negative) derived from the transfer (in exchange of cash or assets or any other type of transfer) of any tangible, intangible, financial or real estate asset owned by any of the companies of the group controlled by the Company and (ii) income or expenses of significant amount that are not considered as recurrent when evaluating the future results of the companies belonging to the group controlled by the Company. For this latter purpose, an income or an expense would fall under the present definition when, considering the market where the company operates, the transaction that leads the income or the expense fulfils the following two conditions: (a) it falls out of the ordinary activities and (b) it does not expect to occur on a frequent basis.

15.2 The Annual Price proposed by the Management Board shall be submitted to the recommendation of the Supervisory Board at the meeting of the Supervisory Board to be held under article 11.1 (iii) above.

15.3 The Annual Price shall thereafter be submitted to the approval of the Annual General Meeting with the quorum and majority requirements set forth under 10.2. (iv) hereabove, and if so approved, shall be valid from the date of the said General Meeting to the date of the Annual General Meeting of the following financial year. To the extent that the Annual General Meeting does not approve the Annual Price proposed by the Management Board, then the Annual Price approved by the latest Annual General Meeting shall apply.

## VI. Dissolution - Liquidation

16.1. The Company may be dissolved at any time, by a resolution of the General Meeting, acting in accordance with the conditions prescribed for the amendment of the Articles under article 10.2. (v) hereabove.

16.2. The General Meeting appoints one or several liquidators, who need not be shareholders, to carry out the liquidation and determines their number, powers and remuneration. Unless otherwise decided by the General Meeting, the liquidators have the broadest powers to realise the assets and pay the liabilities of the Company.

16.3. The surplus after the realisation of the assets and the payment of the liabilities is distributed to the shareholders in proportion to the shares held by each of them.

## VII. General provisions

17.1 Unless otherwise specified in the Articles or by the Law, a notice, notification or other document may be served by the Company upon any shareholder, either personally, or by sending it through the post or courier in a prepaid letter, envelope or wrapper addressed to such shareholder, at his address as appearing in the Company’s Register of Shares.

All notices/notifications directed to be given to the shareholders shall, with respect to any share to which persons are jointly entitled (except in the case of usufruct and bare ownership of shares where notices will be given to both), be given to the person who has been designated as being the owner of the share towards the Company, and notice so given shall be sufficient notice to all the co-owners of such share.

Any summons, notice, notification, order or other document required to be sent to or served upon the Company, or upon any officer of the Company may be sent or served by sending it through the post or courier in a prepaid letter, envelope, wrapper, addressed to the Company or such officer at the Office.

Any notice, notification or other document, if served by post or by courier, shall be deemed to have been served on the third day following the day on which the letter, envelope or wrapper containing the same is put into the post or delivered to the courier service, and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or document was properly addressed and put into the post as a prepaid letter.

17.2. Powers of attorney are granted by any of the means described above. Powers of attorney in connection with the Management Board, or as the case may be, the Supervisory Board meetings may also be granted by a member of the Management Board, or as the case may be, a member of the Supervisory Board, in accordance with such conditions as may be accepted by the Management Board or the Supervisory Board as applicable.

17.3. Signatures may be in handwritten or electronic form, provided they fulfil all legal requirements to be deemed equivalent to handwritten signatures. Signatures of circular resolutions or resolutions adopted by telephone or video



conference are affixed on one original or on several counterparts of the same document, all of which taken together, constitute one and the same document.

17.4. Unless otherwise indicated in these Articles, Subsidiaries shall mean any and all companies in which the Company has a direct or indirect holding all the way down to González Byass, S.A., a company incorporated under the laws of Spain, or any successor company which should replace González Byass, S.A. (GBSA).

17.5. All matters not expressly governed by the Articles shall be determined in accordance with the Law and, subject to any non waivable provisions of the Law, any agreement entered into by the shareholders from time to time.

SCHEDULE 1 TO THE ARTICLES OF ASSOCIATION OF GONZÁLEZ BYASS & CO. LTD S.A.,  
SOCIÉTÉ ANONYME

**Art. 1. Transfer of Shares.**

1.1. In so far as the Company remains a shareholder of González Byass & Co. Ltd S.A. (“GBCO”) any transfer of shares of the Company, as defined below, shall be subject to the limitations established in this article to comply with the terms set forth in article 7 of GBCO’s Articles of Association (hereinafter referred to as “GBCO Art. 7”), included as Schedule 1 to these Articles.

1.2. All transfers of shares (and transfer of shares shall mean any transfer undertaken in any manner indicated in Articles 1.3 to 1.9 herebelow, including but not limited to Transfer of Shares as defined under 1.3. here below, transfer by way of enforcement..., but excluding transfer mortis causa) shall require, in addition to the mandatory requirements of the governing law of the Company: (i) a transfer instrument in writing signed by transferor and transferee and (ii) entering in the Company’s Register of Shares of a declaration of transfer duly dated and signed by the transferor and the transferee or by their authorised representatives, and by the Company to evidence acceptance.

1.3. The transferor shall be deemed to remain the holder of the Shares until the name of the transferee is entered in the Company’s Register of Shares.

Any transfer of shares shall be subject to the provisions of Articles 1.3 to 1.10 herebelow and shall be accompanied by such evidence as the Board may require establishing that the transfer is made in compliance with the terms and conditions of such provisions.

The Board may therefore decline to register any transfer of shares (whether fully paid up or not) in the event that the evidence provided should not prove satisfactory.

Notwithstanding anything contained in this article, no transfer of shares shall be registered where the transferee is in a position to wield substantial influence over any firm or company which is in competition with GBCO or any of its Subsidiaries and specifically with González Byass, S.A. (GBSA), as established in GBCO Art. 7.

**1.4. Intervivos transfers.**

A shareholder may freely proceed with a Transfer of Share(s) held by him/her to any person entitled to acquire shares in the capital of GBCO, as defined in GBCO Art. 7.2.1.

For the purposes of this article, the expression “Transfer of Share(s)” means any transaction which has as a purpose, or will result in, the transfer of Share(s) or of a right in rem on Share(s), for valuable consideration or for free, the granting of options to purchase or sell Shares or the conclusion of a swap or another agreement, so that a complete or partial transfer of the economic benefits, the ownership, or the voting rights of the Share(s) shall occur, regardless of whether such a transaction is realized by means of delivery of securities, in cash or otherwise. For the avoidance of doubt, any transfer of Share(s) resulting from any corporate reorganization of the Company such as contributions, exchange transactions, transfer of universality of assets, mergers, de-merger, absorptions, conversions, migrations, liquidations or similar transactions shall constitute a Transfer of Share(s).

An acquisition by the Company of its own Shares (whether issued as redeemable shares or not) initiated by any shareholder of the Company who directly offers part or all of his Shares of the Company to the Company for redemption shall not constitute a Transfer of Share(s) -and the above procedure shall not apply. This article shall, however, apply to those Shares offered to the Company for redemption which the Company is not in a position to acquire, as per the provisions established in the relevant law to have a company acquire its own shares.

1.5. Any Transfer of Share(s), other than a Transfer of Share(s) made under article 1.3, shall be subject to the following provisions:

(a) Notice of Transfer: A shareholder (the Transferor Shareholder) who proposes to undertake a Transfer of Share(s) shall notify the Chairman of the Board of the proposed transfer in writing, stating the identity of the transferee (the Transferee), the price or consideration of the Shares intended to be transferred (the Offered Shares), the payment terms and the remaining terms and conditions of the proposed transfer (the Transfer Notice). The Transfer Notice shall also include a representation made by the Transferor Shareholder that the Transferee has been informed (i) of the pre-emptive acquisition rights provided for in this article and (ii) that in case the Transferor Shareholder is free to transfer the Offered Shares pursuant to section (i) below, the Transferee shall enter into a reciprocal put and call option agreement with GBCO as set out in GBCO Art. 7. The Transferor Shareholder shall attach to the Transfer Notice a copy of the firm and irrevocable purchase offer made by the Transferee.

Within two (2) calendar days after receipt of the Transfer Notice, the Chairman of the Board shall notify the Chairman of the Supervisory Board of GBCO and the Chairman of the Management Board of GBCO of the proposed Transfer of Share(s) (the GBCO Transfer Notice).

Should the Chairman of the Management Board of GBCO or the Chairman of the Supervisory Board of GBCO consider that the Transferee is a competitor (as defined in GBCO Art. 7) of GBCO, or of any of its Subsidiaries, and specifically of GBSA, or belongs to a competitor group of companies, either one of them shall, within two (2) calendar days after receipt of the GBCO Transfer Notice, convene a general meeting of GBCO to be held twenty-one (21) days after remission of the convening notices (the GBCO Competitor General Meeting) and notify the Chairman of the Board (who, within two (2) calendar days, shall notify the Transferor Shareholder) and the other corporate body of GBCO (the Competitor General Meeting Notice) so that the GBCO Competitor General Meeting resolves about the proposed Transfer of Share(s), either approving or denying it, for which a resolution shall be passed in accordance with GBCO Art. 7. The decision adopted by the GBCO Competitor General Meeting will be binding for the Company.

In case the GBCO Competitor General Meeting denies the proposed Transfer of Share(s), the resolution shall expressly set out that it is based on the fact that the Transferee is a competitor of the Company or of any of its Subsidiaries or belongs to a competitor group. In such a case, the Chairman of the Board shall notify the Transferor Shareholder within the three (3) calendar days following the holding of such GBCO Competitor General Meeting.

(b) Determination of Price: The Chairman of the Board shall calculate the Annual Price. The Annual Price shall be calculated by dividing the Company Value (as defined below) by the total number of Shares issued by the Company at the closing of the financial year immediately preceding, excluding treasury stock owned by the Company itself or by its Subsidiaries.

The Company Value shall be equal to its net book value once the shares owned by the Company in GBCO's capital have been valued at GBCO's Value determined according to article 15.1 of GBCO's Articles of Association.

The Annual Price shall thereafter be submitted to the approval of the Annual General Meeting of the Company, and if so approved, shall be valid from the date of the said Annual General Meeting to the date of the Annual General Meeting of the following financial year. To the extent that the Annual General Meeting does not approve the Annual Price, then the Annual Price approved by the latest Annual General Meeting shall apply.

(c) Notice of Price: In case no such GBCO Competitor General Meeting is called and no Competitor General Meeting Notice is received by the Chairman of the Board (within three (3) calendar days after the receipt of the GBCO Transfer Notice), the Chairman of the Board, within ten (10) calendar days after the GBCO Transfer Notice, shall give a notice to Transferor Shareholder (the Transferor Shareholder Notice) of the purchase price of the Offered Shares at which the remaining shareholders of the Company (the Non-Transferor Shareholders) or, as the case may be, the Company, the GBCO shareholders or GBCO may exercise their preemptive acquisition right of the Offered Shares.

In case a GBCO Competitor General Meeting is held and approves the proposed Transfer of Share(s), the Transferor Shareholder Notice shall be given by the Chairman of the Board within three (3) calendar days following the holding of such meeting.

(d) Notice of Price for the Exercise of Pre-emptive Acquisition Right: Within the applicable term indicated in point (c) above, the Chairman of the Board shall give a written notice to the Non-Transferor Shareholders and to the Chairman of the Management Board of GBCO and the Chairman of the Supervisory Board of GBCO (so that they may in turn promptly notify all the shareholders of GBCO registered in the Register of Shares of GBCO) of the proposed Transfer of Share(s) stating the purchase price of the Offered Shares and the number of Offered Shares in respect of which each Non-Transferor Shareholder, the Company, the GBCO shareholders and GBCO may each exercise their respective pre-emption acquisition rights.

(e) Exercise of Pre-emptive Acquisition Right by Shareholders of the Company. Distribution Mechanism: Any Non-Transferor Shareholder wishing to exercise a right of pre-emption (the Exercising Non Transferor Shareholders) should indicate the maximum number of Shares he wishes to acquire up to the total number of the Offered Shares (the Requested Shares), by notifying the Chairman of the Board his intention to do so within a term of fifteen (15) calendar days after receipt of the notice referred to in section (d) hereabove. It shall be deemed that the intention to exercise has been notified, if appropriate, on the date of remittance of the relevant notice, provided that such notice is remitted within the initial term of fifteen (15) calendar days and is received on or before the fifth calendar day immediately following expiry thereof (the Company Deadline). Otherwise, it shall be deemed that the pre-emptive acquisition right has lapsed.

Within a term of five (5) calendar days after the Company Deadline, the Chairman of the Board shall distribute among the Exercising Non Transferor Shareholders the Offered Shares, in a proportion equal to dividing each individual Exercising Non Shareholder's participation in the Company by the aggregate participation in the Company held by all of the Exercising Non Transferor Shareholders in conjunction.

If the number of Offered Shares so distributed to any Exercising Non Transferor Shareholder is in excess of the Requested Shares, then the allocation would only be made up to the Requested Shares, and the excess Offered Shares would remain for further allocation.

Any Offered Shares remaining after the initial distribution made above shall then be distributed in a second round among the Exercising Non Transferor Shareholders who should have requested a number of Offered Shares in excess of those allocated (the Remaining Exercising Non Transferor Shareholders). Such second round distribution shall be made



in a proportion equal to dividing each Remaining Exercising Non Transferor Shareholder's participation in the Company by the aggregate participation in the Company held by all of the Remaining Exercising Non Transferor Shareholders. This process shall be repeated as many times as may be required until (i) no unallocated Offered Shares remain or until (ii) no Exercising Non Transferor Shareholders offering to acquire a number of Offered Shares in excess of those allocated remain.

For the above purposes, in the calculation of the aforementioned percentages, decimals equal to or above 0.5 shall be rounded up and decimals under 0.5 shall be rounded down.

If at the end of the allocation mechanism, all of the Offered Shares should have been allocated, then the Chairman of the Board shall inform the Exercising Non-Transferor Shareholders and the Transferor Shareholder, and shall call the Transferor Shareholder to execute the relevant share transfer agreement within one (1) month after the remission of this notification.

If at the end of the allocation mechanism, all of the Offered Shares should not have been allocated, and given that the Transferor Shareholder cannot be obligated to transfer a different number of shares to the Offered Shares, the exercise by the Exercising Non Transferor Shareholders shall be conditional on the exercise of the First, Second and Third Subsidiary Preemptive Acquisition Rights, so that at the end of the exercise of any such rights all of the remaining Offered Shares (the Remaining Offered Shares) shall have been acquired.

Notice of the outcome of the pre-emptive acquisition rights by the Shareholders of the Company and of the result of the distribution mechanism, if any, shall be provided within eight (8) days as of the Company Deadline by the Chairman of the Board to all the shareholders of the Company, to the Chairman of the Management Board of GBCO and to the Chairman of the Supervisory Board of GBCO.

(f) First Subsidiary Pre-emptive Acquisition Right: right of the Company: If at the end of the allocation mechanism under (d) hereabove, all of the Offered Shares should not have been allocated, then the Chairman of the Board of the Company shall convene a general meeting of the shareholders of the Company (a General Meeting) by registered letter within ten (10) calendar days as of the Company Deadline to resolve whether the Company wishes to exercise its pre-emptive acquisition right over the Remaining Offered Shares, subject to the provisions of applicable company law governing the right of a company to acquire its own shares. The General Meeting must be held at the latest thirty (30) calendar days as of the Company Deadline.

Within eight (8) calendar days after the General Meeting has been held, the Chairman of the Management Board shall send a further notification to all the shareholders of the Company and to the Chairman of the Management Board of GBCO and to the Chairman of the Supervisory Board of GBCO (the Company First Subsidiary Pre-emptive Acquisition Right Exercise Notice), whereby:

- he shall inform that the Company has exercised its right of pre-emption over the Remaining Offered Shares and shall call the Transferor Shareholder to execute the relevant share transfer agreement within one (1) month after the remission of this notice; or

- he shall inform that the Company has not exercised its pre-emptive acquisition right, or that any such exercise of the pre-emptive right has not covered all of the Remaining Offered Shares and, therefore, that the Second Subsidiary Pre-emption Acquisition Right shall be triggered, in the terms of section (g) below.

In any event, if the Company should not have exercised its pre-emptive acquisition rights over all of the Remaining Offered Shares and given that the Transferor Shareholder cannot be obliged to transfer a different number of shares to the Offered Shares, any exercise by the Company shall be conditional on the exercise of the Second and Third Subsidiary Pre-emptive Acquisition Rights, so that at the end of the exercise of any such rights all of the Remaining Offered Shares shall have been acquired.

(g) Second Subsidiary Pre-emptive Acquisition Right: right of the Shareholders of GBCO. Distribution Mechanism: If there should be any Remaining Offered Shares then the Chairman of the Management Board of GBCO shall send out a notice within two (2) calendar days after receipt of the Company First Subsidiary Pre-emptive Acquisition Right Exercise Notice (the GBCO Shareholders Information Notice) to all the shareholders of GBCO registered in the Register of Shares of GBCO at the time (the GBCO Shareholders), informing them of their right to exercise a Second Subsidiary Pre-emptive Acquisition Right over any of the Remaining Offered Shares within a term of fifteen (15) calendar days after receipt of the GBCO Shareholders Information Notice. Any GBCO Shareholder wishing to exercise such Second Subsidiary Pre-emptive Acquisition Right (the Exercising GBCO Shareholder) should indicate the maximum number of Offered Shares he wishes to acquire up to the total number of the Remaining Offered Shares (the Remaining Requested Shares), by notifying the Chairman of the Management Board of GBCO and the Chairman of the Supervisory Board of GBCO of his intention to do so within a term of fifteen (15) calendar days after receipt of the GBCO Shareholders Information Notice. It shall be deemed that the intention to exercise has been notified, if appropriate, on the date of remittance of the relevant notice, provided that such notice is remitted within the initial term of fifteen (15) calendar days and is received on or before the fifth calendar day immediately following expiry thereof (the GBCO Deadline). Otherwise, it shall be deemed that the preemptive acquisition right has lapsed.

Within a term of five (5) calendar days after the GBCO Deadline, the Chairman of the Supervisory Board of GBCO shall distribute among the Exercising GBCO Shareholders the Remaining Offered Shares, in a proportion equal to dividing

each individual Exercising GBCO Shareholder's participation in GBCO by the aggregate participation in GBCO held by all of the Exercising GBCO Shareholders in conjunction.

If the number of Remaining Offered Shares so distributed to any Exercising GBCO Shareholder is in excess of the Remaining Requested Shares, then the allocation would only be made up to the Remaining Requested Shares, and the excess Remaining Offered Shares would remain for further allocation.

Any Remaining Offered Shares after the initial distribution made above, shall be distributed in a second round among the Exercising GBCO Shareholders who should have requested a number of Remaining Offered Shares in excess of those allocated (the Remaining Exercising GBCO Shareholders) Such second round distribution shall be made in a proportion equal to each Remaining Exercising GBCO Shareholder's participation in GBCO divided by the aggregate participation in GBCO held by all of the Remaining Exercising GBCO Shareholders. This process shall be repeated as many times as may be required until (i) no unallocated Remaining Offered Shares remain or until (ii) no Exercising GBCO Shareholders offering to acquire a number of Remaining Offered Shares in excess of those allocated remain

For the above purposes, in the calculation of the aforementioned percentages, decimals equal to or above 0.5 shall be rounded up and decimals under 0.5 shall be rounded down.

Notice of the Exercise of the Second Subsidiary Pre-emptive Acquisition Right and of the result of the distribution mechanism shall be provided, within an eight (8) calendar days as of the GBCO Deadline, by the Chairman of the Supervisory Board of GBCO to all the shareholders of GBCO and to the Chairman of the Board of the Company, whereby:

- he shall inform that the Exercising GBCO Shareholders will acquire all the Remaining Offered Shares and call the Transferor Shareholder to execute the relevant share transfer agreement(s) within one (1) month after the remission of this notice; or

- he shall inform that the Exercising GBCO Shareholders have not exercised their Second Subsidiary Pre-emptive Right, or that any such exercise of any such pre-emptive right has not covered all of the Remaining Offered Shares, in which case the provisions of section (h) below apply.

In any event, if the Exercising GBCO Shareholders should not have exercised their pre-emptive acquisition rights over all of the Remaining Offered Shares and given that the Transferor Shareholder cannot be obligated to transfer a different number of shares to the Offered Shares, any exercise by the Exercising GBCO Shareholders shall be conditional on the exercise of the Third Subsidiary Pre-emptive Acquisition Rights, so that at the end of the exercise of such right all of the Remaining Offered Shares shall have been acquired.

(h) Third Subsidiary Pre-emptive Right: right of GBCO: If there should be any Remaining Offered Shares at this stage, then the Chairman of the Supervisory Board of GBCO shall convene a general meeting of the shareholders of GBCO (the GBCO General Meeting) by registered letter within ten (10) calendar days as of the GBCO Deadline to resolve whether GBCO wishes to exercise its Third Subsidiary Pre-emptive right over any and all of the Remaining Offered Shares, subject to the conditions on repurchase of Shares included in sections 6.6. and 6.7. of the GBCO's Articles of Association, to the extent so applicable. The GBCO General Meeting must be held at the latest thirty-three (33) calendar days as of the GBCO Deadline.

Within eight (8) calendar days after the GBCO General Meeting has been held, the Chairman of the Supervisory Board of GBCO shall send a final notification to all the shareholders of the Company, to the Chairman of the Board of the Company and to the Chairman of the Management Board of GBCO (the Final Notification) whereby:

- he shall inform that GBCO will acquire all the Remaining Offered Shares and call the Transferor Shareholder to execute the relevant share transfer agreements within one (1) month after the delivery of this notice; or

- he shall inform that GBCO has not exercised its Third Subsidiary Pre-emptive right, or that any such exercise of any such preemptive right has not covered all of the Remaining Offered Shares, in which case the provisions of section (i) below shall apply.

(i) Should none of (1) the Non-Transferor Shareholders, (2) the Company, (3) the GBCO Shareholders, (4) GBCO have exercised their respective pre-emptive acquisition right, or if they should have exercised such right but such exercise should not have covered all of the Offered Shares (whether each one on its own or all together in aggregate), then the Transferor Shareholder shall be free to transfer the Offered Shares within a term of not more than one (1) month after the Final Notification but only on the terms and conditions set forth in the Transfer Notice, provided that the Transferee and GBCO enter into a reciprocal put and call option agreement with GBCO as set out in Article 7.2.2 (k) of the Articles of Association of GBCO.

(i) When the amount of Offered Shares, transferred in aggregate within the preceding twelve (12) months, is higher than 3% of the Company's share capital (excluding treasury stock), any Exercising Non Transferor Shareholder and / or the Company itself (if that were to be the case) and/or the Exercising GBCO Shareholders and/or GBCO acquiring the Offered Shares may pay 20% of the purchase price in cash and the balance in four (4) equal instalments during the next four years (plus market interest).

1.6. The provisions of article 1.4 regarding the pre-emptive acquisition rights will be applied equally in relation to the transfer by any Shareholder of any rights of subscription pertaining to capital increases in the Company, in which case the terms of article 1.4 may be shortened in order to allow compliance with the relevant law.

The provisions of article 1.4 regarding the pre-emptive acquisition rights will be applied equally when a shareholder proposes to grant a pledge or create any in rem right on Shares (the Proposing Shareholder), unless the below described exemption or desistment applies.

The Proposing Shareholder shall notify the Chairman of the Board and the Chairman of the Management Board of GBCO and the Chairman of the Supervisory Board of GBCO of the proposed granting of pledge or creation of any in rem right on Shares and such notice shall be deemed a Transfer Notice as set out in article 1.3 hereabove and shall trigger the procedure of article 1.4 hereabove, unless the a general meeting of GBCO (to be convened by the Chairman of the Supervisory Board of GBCO within five (5) days from receipt of said Transfer Notice and to be held within twenty one (21) days as from the remission of the convening notices) resolves with the quorum and majority requirements indicated in article 10.2.(iv) of the GBCO's Articles of Association to exempt such notice from triggering the pre-emptive acquisition right of article 1.4 hereabove, or unless further to the refusal of such exemption by the general meeting of GBCO, the Proposing Shareholder decides to desist from his proposal to grant a pledge or create an in rem right over his or her Shares. The decision adopted by the general meeting of GBCO will be binding for the Proposing Shareholder and/or the Company.

1.7. Transfers by way of mortis causa, dissolution of matrimonial community property and forced sales.

1.7.1 No restrictions shall apply to the mortis causa transfer of Shares when the heir or assignee of a deceased shareholder is a person entitled to hold Shares as set out in article 1.3 here above. In all other cases, the remaining shareholders registered with the Company's Register of Shares and, in default thereof, the Company, and, in default thereof, GBCO's shareholders and, in default thereof, GBCO, shall be entitled to acquire the Shares of the deceased shareholder under the same terms and conditions as are applicable to the intervivos transfers, and the time periods shall run from the date on which the successor gives formal notice to the Board that he has acquired the Shares or otherwise from such time as the Management Board is formally informed of the identity of the successor. Any such notices shall also be made to the Chairman of the Management Board of GBCO and the Chairman of the Supervisory Board of GBCO.

1.7.2 The same rules shall apply in the event the Shares are acquired by a person not entitled to hold Shares as set out in article 1.3 here above as a consequence of a dissolution of matrimonial community property.

1.7.3. The same rules shall apply in the event the Shares are acquired as a consequence of a judicial or administrative judgement to the extent the acquiror does not meet the conditions to be deemed a person entitled to hold Shares as set out in article 1.3 here above. Notwithstanding the above, in this case, the price at which the remaining shareholders registered with the Company's Register of Shares and, in default thereof, the Company and, in default thereof, GBCO's shareholders and, in default thereof, GBCO, shall be entitled to acquire the Shares will be equivalent to the lowest of (i) the value paid by the third party to acquire these Shares if ascertainable, or (ii) the amount/ price at which the Shares have been adjudicated, if applicable, or (iii) the fair market value of these Shares determined by an independent auditor appointed by the Board.

1.8. The deletion, amendment or in any way or manner depletion of the effect of the transferability regime contained in these Articles shall be deemed to be a non permitted Transfer of Shares by the Shareholder (the Defaulting Shareholder). In such a case, the remaining shareholders registered with the Company's Register of Shares and, in default thereof, the Company and, in default thereof, GBCO's shareholders and, in default thereof, GBCO, will have a call option to acquire all the Shares held in the Company by the Defaulting Shareholder for a price calculated by the Board by multiplying the number of Shares owned by the Defaulting Shareholder by the value of each of the Shares. For these purposes, the value of each of the Shares shall be the Annual Price (as defined in 1.4. (b) above), but replacing the multiplying factor of 0.7 by a multiplying factor of 0.3.

Once every year (the Annual Date) and at any time upon request of the Chairman of the Management Board of GBCO or of the Chairman of the Supervisory Board of GBCO, the Company shall provide any or both of them with a certified copy of its current articles of association. Should the Company fail to provide such document within fifty (50) calendar days following the date on which the aforementioned Annual Date has lapsed or within fifty (50) calendar days following the date on which the request was made by the Chairman of the Management Board of GBCO or by the Chairman of the Supervisory Board of GBCO, as the case may be, the Chairman of the Management Board of GBCO or the Chairman of the Supervisory Board of GBCO shall send a final reminder to the Company (the Final Reminder). Unless the Company submits the requested document within one (1) month following the receipt of the Final Reminder, it shall be deemed that the transferability regime contained in article 1.4 hereabove has been deleted from the articles of association of the Company and therefore the provisions of this article 1.8. shall apply.

1.9 The acquisition by any person not entitled to hold Shares as set out in article 1.3 here above of any holding (irrespective of the amount of shares acquired) in the Company with no or partial observance of the transferability regime contained in these Articles, shall be deemed to be a non permitted Transfer of Shares by the Defaulting Shareholder. In such a case, the remaining shareholders registered with the Company's Register of Shares and, in default thereof, the Company and, in default thereof, GBCO's shareholders and, in default thereof, GBCO, will have a call option to acquire the Shares held in the Company by the Defaulting Shareholder for the price provided for in article 1.8 hereabove.

At the Annual Date and at any time upon request of the Chairman of the Management Board of GBCO or of the Chairman of the Supervisory Board of GBCO, the Company shall provide any or both of them with a statement detailing any transfer of its shares. Should the Company fail to provide such document within fifty (50) calendar days following the

date on which the aforementioned Annual Date has lapsed or within fifty (50) calendar days following the date on which the request was made by the Chairman of the Management Board of GBCO or by the Chairman of the Supervisory Board of GBCO, as the case may be, the Chairman of the Management Board of GBCO or the Chairman of the Supervisory Board of GBCO shall send a final reminder to the Company (the Final Reminder). Unless the Company submits the requested document within one (1) month following the receipt of the Final Reminder, it shall be deemed that a third party has acquired shares in the Company with no or partial observance of the transferability regime contained in these Articles and therefore the provisions of this article 1.9 shall apply.

Any transfer of Shares carried out in violation of the procedure established in this article shall be null and void and shall not be entered into the Company's Register of Shares. 951.050; against: 20.570; abstentions: 3.754.

*Sixth resolution*

The Meeting resolves to approve the internal guidelines of the Supervisory Board. In favour: 951.050; against: 20.570; abstentions: 3.754.

*Seventh Resolution*

The Meeting resolves to appoint as members of the Management Board of the Company, for a term of office of three (3) years with effect as of 15 June 2010 the two (2) following persons:

- Nathalie Vazquez, member of the Management Board, born in Metz, France on May 11, 1983, professionally residing at 65, bvd Grande-Duchesse Charlotte, L-1331 Luxembourg, Grand Duchy of Luxembourg; and

Philippe Toussaint, employee, born in Arlon (Belgium) on September 2, 1975, professionally residing at 65, bvd Grande-Duchesse Charlotte, L-1331 Luxembourg, Grand Duchy of Luxembourg. In favour: 971.620; against: 0; abstentions: 3.754.

*Eighth resolution*

The Meeting resolves to appoint as members of the Supervisory Board of the Company, effective as of June 15, 2010, the following persons provided the internal guidelines of the Supervisory Board are executed and accepted by each one of them, and that the first meeting of the Supervisory Board be held immediately after to the extent the appropriate attendance quorum is met.

- From 15 June 2010 to the Annual General Meeting to be held in 2013:

(1) Mr. Luis Gonzalez Sterling, member of the Supervisory Board, born in Madrid-Spain on 28 December 1949, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg;

(2) Mr. Gonzalo del Río Gonzalez-Gordon, member of the Supervisory Board, born in Jerez-Spain on 26 January 1953, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg;

(3) Mr. Álvaro González Díez, member of the Supervisory Board, born in Tangier -Morocco on 20 April 1939, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg; and

(4) Mr. Fernando Caballero Gonzalez-Gordon, member of the Supervisory Board, born in Cádiz -Spain on 13 June 1969, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg.

- From 15 June 2010 to the Annual General Meeting to be held in 2011:

(5) Mr. Mauricio González-Gordon López de Carrizosa, member of the Supervisory Board, born in Jerez -Spain on 3 May 1960, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg;

(6) Mr. Leandro Rebuelta del Pedredo González, member of the Supervisory Board, born in Jerez -Spain on 10 August 1952, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg;

- From 15 June 2010 to the Annual General Meeting to be held in 2012:

(7) Mr. Pedro Rebuelta del Pedredo González, member of the Supervisory Board, born in Jerez -Spain on 26 May 1960, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg;

(8) Mr. Alfredo García González, member of the Supervisory Board, born in Jerez -Spain on 27 March 1953, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg;

(9) Mr. Gabriel González-Gordon Aranda, member of the Supervisory Board, born in Jerez -Spain on 30 May 1962, professionally residing for these purposes at 76, Avenue de la Liberté, L-1930 Luxembourg, Grand Duchy of Luxembourg; and

(10) Mr. Ignacio González Gómez, member of the Supervisory Board, born in Madrid -Spain on 24 January 1963, professionally residing for these purposes at 76, Avenue de la Liberté, L1930 Luxembourg, Grand Duchy of Luxembourg.

The Meeting thereafter acknowledges that the internal guidelines of the Supervisory Board are executed and accepted by each one of them and that the first meeting of the Supervisory Board is to be held immediately after to the extent the appropriate attendance quorum is met. . In favour: 971.620; against: 0; abstentions: 3.754.

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*Ninth resolution*

The Meeting resolves to appoint as statutory auditor Comcolux S.à r.l., with registered office at 67, Boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg, registered with the Luxembourg trade and Companies register under number B 58.545 for a term of office of three (3) years with effect as of 15 June 2010. In favour: 971.620; against: 0; abstentions: 3.754.

*Tenth resolution*

The Meeting resolves to establish the registered office, the principal establishment and central administration of the Company at 76, Avenue de la Liberté, L-1930 Luxembourg as of June 15, 2010. . In favour: 971.620; against: 0; abstentions: 3.754.

*Eleventh resolution*

The meeting resolves to grant a power of attorney to Mr. Mauricio González-Gordon López de Carrizosa and, Mr. Álvaro González Díez, Mr. Rense G. Boks and Mrs. Selina Neuman to register the transfer of statutory seat and migration of the Company with all relevant authorities and furthermore to do anything that they deem necessary in conjunction with the foregoing, in particular, to appear before Notary Publics of any of the relevant jurisdictions in order to formalise the intended transfer and migration resolutions, as well as to appear before any public authority in order to develop the necessary acts connected to or required for the deregistration and registration of the Company with any and all registries and authorities of whichever nature, whether in the Cayman Islands and/or Luxembourg, signing as many private or public documents could be required to this end, and granting whichever proxies or powers of attorney, and to authorize the aforementioned individuals to enter into any agreement connected to or required for the deregistration, registration and operation of the Company in Luxembourg, including but not limited to agreements with Intertrust Luxembourg. In favour: 951.050; against: 20.570; abstentions: 3.754.

*Twelfth resolution*

The Meeting resolves to authorize in accordance with the terms set out in the internal guidelines of the Supervisory Board a procedure for the repurchase of Company's shares pursuant to article 6.6. of the amended and restated articles of association of the Company. The Meeting acknowledges that in accordance with the Internal Guidelines, a general meeting of shareholders of the Company will be held no later than October 29, 2010 in order to authorize the repurchase of Company' s shares in accordance with article 6.6 of the Articles and thus in accordance with the Luxembourg law requirements. . In favour: 971.620; against: 0; abstentions: 3.754.

*Estimated costs*

The aggregate amount of costs, expenditures, remunerations or expenses, in any form whatsoever, which are to be borne by the Company or which shall be charged to the Company by reason this deed, are estimated at approximately seven thousand euro (7.000.-EUR).

*Declaration*

The undersigned notary, who speaks and reads English, states herewith that upon request of the above-appearing party, the present deed is worded in English followed by a French version, and in case of any conflict in meaning between the English and the French text, the English version shall prevail.

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 office, they signed together with the notary the present deed.

*(N.B. Pour des raisons techniques, ladite version française est publiée au Mémorial C-N° 1705 du 20 août 2010.)*

Signé: A.G. González-Gordon, M. González-Gordon, P. Rebuelta-González et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 18 juin 2010. Relation: LAC/2010/27220. Reçu soixante-quinze euros Eur 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 13 juillet 2010.

Référence de publication: 2010094024/1303.

(100104490) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2010.