# MEMORIAL

**Journal Officiel du Grand-Duché de Luxembourg**

# MEMORIAL

**Amtsblatt des Großherzogtums Luxemburg**

## RECUEIL DES SOCIETES ET ASSOCIATIONS

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

**C — N° 2743** **14 décembre 2010**


### SOMMAIRE

**Artists' Tours Productions S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-1115 Luxembourg, 100A, route d'Arlon.

R.C.S. Luxembourg B 156.553.

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STATUTS

L'an deux mille dix, le dix novembre.

Par-devant Maître Blanche MOUTRIER, notaire de résidence à Esch-sur-Alzette (Grand-Duché de Luxembourg).

A comparu:

Monsieur Alain DIERCKX, demeurant à L-8072 Bertrange, 1, rue des Chênes, ici représenté par Monsieur Hervé Poncin, demeurant professionnellement à L-2419 Luxembourg, 3, rue du Fort Rheinsheim (Grand-Duché de Luxembourg), en vertu d'une procuration lui délivrée laquelle restera annexée au présent acte.

Lequel comparant, ès qualités qu'il agit, a requis le notaire instrumentaire d'acter les statuts d'une société qu'il déclare constituer comme suit:

**Art. 1 er . Forme.** Il est formé une société à responsabilité limitée («la Société») régie par les lois du Grand-Duché de Luxembourg, («les Lois») et par les présents statuts («les Statuts»).

La Société peut comporter un associé unique ou plusieurs associés, dans la limite de quarante (40) associés.

**Art. 2. Dénomination.** La Société a comme dénomination «Artists' Tours Productions S.à r.l.».

**Art. 3. Siège social.** Le siège social de la Société est établi dans la ville de Luxembourg.

Le siège social peut être transféré (i) à tout autre endroit de la commune de Luxembourg par une décision du(des) gérant(s) et (ii) à tout autre endroit au Grand-Duché de Luxembourg par une décision des associé(s) délibérant comme en matière de modification de Statuts.

Des succursales ou d'autres bureaux peuvent être établis soit au Grand-Duché du Luxembourg ou à l'étranger par décision des gérant(s).

**Art. 4. Objet.** La Société a pour objet l'organisation d'événements et de spectacles, la location de services en rapport avec toutes activités qui concernent le monde du spectacle et du show-business, en général, l'exploitation sous toutes les formes connues et encore inconnues des son et image, l'organisation de manifestations où des artistes se produisent, la promotion, l'intermédiation et l'assistance d'artistes, la vente et la location de matériel, l'édition musicale et en bref, l'exploitation sous toutes les formes de tout ce qui concerne le show business.

La Société a également pour objet;

a) la prise de participations sous quelque forme que ce soit, dans des entreprises luxembourgeoises ou étrangères, toutes opérations financières, notamment employer ses fonds à la création, à la gestion, à la mise en valeur et à la liquidation de tous titres et autres instruments financiers. En général, elle pourra prendre toutes mesures de contrôle et de supervision et faire toute opération financière, mobilière ou immobilière, commerciale ou industrielle, qu'elle pourrait juger utile à l'accomplissement ou au développement de son objet.

b) ainsi que l'administration, la gestion, la consultance, le contrôle, la mise en valeur et le développement de telles participations.

La Société peut participer à la création et au développement de n'importe quelle entreprise financière, industrielle ou commerciale, tant au Luxembourg qu'à l'étranger et leur prêter concours, que ce soit par des prêts, des garanties ou de toute autre manière.

La Société peut prêter ou emprunter sous toutes les formes, avec ou sans intérêts et procéder à l'émission d'obligations.

La Société peut réaliser toutes opérations mobilières, financières ou industrielles, commerciales, liées directement ou indirectement à son objet et avoir un établissement commercial ouvert au public. Elle pourra également faire toutes les opérations immobilières, telles que l'achat, la vente, l'exploitation et la gestion d'immeubles.

D'une façon générale, la Société peut prendre toutes mesures de contrôle et de surveillance et faire toutes opérations qu'elle jugera utiles à l'accomplissement ou au développement de son objet.

**Art. 5. Durée.** La Société est constituée pour une durée illimitée.

**Art. 6. Capital social.** Le capital social de la Société est de douze mille cinq cents euros (12.500.-eur), représenté par cent (100) parts sociales entièrement libérées d'une valeur nominale de cent vingt-cinq euros (125.-eur) chacune.

Le capital peut être modifié à tout moment par une décision des associé(s) délibérant comme en matière de modification de Statuts.

**Art. 7. Prime d'émission.** En outre du capital social, un compte prime d'émission peut être établi dans lequel seront transférées toutes les primes payées sur les parts sociales en plus de la valeur nominale.

Le montant de ce compte prime d'émission peut être utilisé, entre autre, pour régler le prix des parts sociales que la Société a rachetées à ses associé(s), pour compenser toute perte nette réalisée, pour des distributions au(x) associé(s) ou pour affecter des fonds à la Réserve Légale.

**Art. 8. Propriété des parts sociales.** Envers la Société, les parts sociales sont indivisibles, de sorte qu'un seul propriétaire par part sociale est admis. Les copropriétaires indivis doivent désigner une seule personne qui les représente auprès de la Société.

**Art. 9. Transfert des parts sociales.** Lorsque la Société ne compte qu'un seul associé, celui-ci peut librement céder ses parts sociales.

Lorsque la Société compte plusieurs associés, ceux-ci ne peuvent céder leurs parts sociales que dans le respect de l'article 189 de la loi du 10 août 1915 concernant les sociétés commerciales (telle que modifiée).

**Art. 10. Registre des parts sociales.** Il est tenu au siège social un registre des parts sociales dont tout associé pourra prendre connaissance.

**Art. 11. Incapacité, Insolvabilité ou Faillite des Associé(s).** La Société ne sera pas dissoute par suite du décès, de la suspension des droits civils, de l'insolvabilité ou de la faillite de l'associé unique ou d'un des associés.

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

Les gérant(s) seront nommés par les associé(s), qui détermineront leur nombre et la durée de leur mandat, respectivement ils peuvent être renommés et peuvent être révoqués à tout moment, avec ou sans motif, par une résolution des associé(s).

Les associé(s) pourront qualifier les gérants de Gérant de catégorie A et de Gérant de catégorie B.

Si plusieurs gérants sont nommés, ils formeront un conseil de gérance («le Conseil de Gérance»).

**Art. 13. Pouvoir des gérant(s).** Les gérant(s) sont investis des pouvoirs les plus étendus pour accomplir tous les actes nécessaires ou utiles à la réalisation de l'objet social de la Société.

Tous les pouvoirs qui ne sont pas expressément réservés en vertu des Lois ou des Statuts au(x) associé(s) relèvent de la compétence des gérant(s).

**Art. 14. Représentation.** La Société sera engagée vis-à-vis des tiers par la signature individuelle du gérant unique ou par la signature conjointe de deux gérants si plus d'un gérant a été nommé.

Toutefois, si les associé(s) ont qualifié les gérants de Gérant de catégorie A et Gérant de catégorie B, la Société sera engagée vis-à-vis des tiers par la signature conjointe d'un Gérant de catégorie A et d'un Gérant de catégorie B.

La Société sera également engagée vis-à-vis des tiers par la signature conjointe ou par la signature individuelle de toute personne à qui ce pouvoir de signature aura été délégué par les gérant(s), mais seulement dans les limites de ce pouvoir.

**Art. 15. Acompte sur dividende.** Les gérant(s) peuvent décider de payer un dividende intérimaire sur base d'un état comptable préparé par eux duquel il ressort que des fonds suffisants sont disponibles pour distribution, étant entendu que les fonds à distribuer en tant que dividende intérimaire ne peuvent jamais excéder le montant total des bénéfices réalisés depuis la fin du dernier exercice dont les comptes annuels ont été approuvés, augmenté des bénéfices reportés ainsi que prélèvements effectuées sur les réserves disponibles à cet effet et diminué des pertes reportées ainsi que des sommes à porter en réserves en vertu des Lois ou des Statuts.

**Art. 16. Réunions du Conseil de Gérance.** Dans le cas où un Conseil de Gérance est formé, le conseil peut nommer parmi ses membres un président et un secrétaire qui n'a pas besoin d'être lui-même gérant responsable de la tenue des procès-verbaux du Conseil de Gérance.

Le Conseil de Gérance se réunira sur convocation du président ou de deux (2) de ses membres, au lieu et date indiqués dans la convocation.

Si tous les membres du Conseil de Gérance sont présents ou représentés à une réunion et s'ils déclarent avoir été dûment informés de l'ordre du jour de la réunion, celle-ci peut se tenir sans convocation préalable.

Un gérant peut également renoncer à sa convocation à une réunion, soit avant soit après la réunion, par écrit en original, par fax ou par e-mail.

Des convocations écrites séparées ne sont pas requises pour les réunions qui sont tenues aux lieu et date indiqués dans un agenda de réunions adopté à l'avance par le Conseil de Gérance.

Le Président présidera toutes les réunions du Conseil de Gérance, mais en son absence le Conseil de Gérance désignera un autre membre du Conseil de Gérance comme président pro tempore par un vote à la majorité des gérants présents ou représentés à cette réunion.

Tout gérant peut se faire représenter aux réunions du Conseil de Gérance en désignant par un écrit, transmis par tout moyen de communication permettant la transmission d'un texte écrit, un autre gérant comme son mandataire.

Tout membre du Conseil de Gérance peut représenter un ou plusieurs autres membres du Conseil de Gérance.

Un ou plusieurs gérants peuvent prendre part à une réunion par conférence téléphonique, visioconférence ou tout autre moyen de communication similaire permettant ainsi à plusieurs personnes y participant de communiquer simultanément les unes avec les autres.

Une telle participation sera considérée équivalente à une présence physique à la réunion.

En outre, une décision écrite, signée par tous les Gérants, est régulière et valable de la même manière que si elle avait été adoptée à une réunion du Conseil de Gérance dûment convoquée et tenue.

Une telle décision pourra être consignée dans un seul ou plusieurs écrits séparés ayant le même contenu et signé par un ou plusieurs Gérants.

Le Conseil de Gérance ne pourra valablement délibérer que si au moins la moitié (1/2) des gérants en fonction est présente ou représentée.

Les décisions seront prises à la majorité des voix des gérants présents ou représentés à cette réunion.

**Art. 17. Rémunération et Débours.** Sous réserve de l'approbation des associé(s), les gérant(s) peuvent recevoir une rémunération pour leur gestion de la Société et être remboursés de toutes les dépenses qu'ils auront exposées en relation avec la gestion de la Société ou la poursuite de l'objet social de la Société.

**Art. 18. Conflit d'intérêts.** Si un ou plusieurs gérants a ou pourrait avoir un intérêt personnel dans une transaction de la Société, ce gérant devra en aviser les autres gérant(s) et il ne pourra ni prendre part aux délibérations ni émettre un vote sur une telle transaction.

Dans le cas d'un gérant unique, il est seulement fait mention dans un procès-verbal des opérations intervenues entre la Société et son gérant ayant un intérêt opposé à celui de la Société.

Les dispositions des alinéas qui précèdent ne sont pas applicables lorsque (i) l'opération en question est conclue à des conditions normales et (ii) si elle tombe dans le cadre des opérations courantes de la Société.

Aucun contrat ni autre transaction entre la Société et d'autres sociétés ou entreprises ne sera affecté ou invalidé par le simple fait qu'un ou plusieurs gérants ou tout fondé de pouvoir de la Société y a un intérêt personnel, ou est gérant, collaborateur, membre, associé, fondé de pouvoir ou employé d'une telle société ou entreprise.

**Art. 19. Responsabilité des gérant(s).** Les Gérants n'engagent, dans l'exercice de leurs fonctions, pas leur responsabilité personnelle lorsqu'ils prennent des engagements au nom et pour le compte de la Société.

**Art. 20. Commissaire(s) aux comptes.** Hormis lorsque, conformément aux Lois les comptes sociaux doivent être vérifiés par un réviseur d'entreprises indépendant, les affaires de la Société et sa situation financière peuvent être contrôlés par un ou plusieurs commissaires aux comptes qui n'ont pas besoin d'être eux-mêmes associé(s).

Les réviseur(s) d'entreprises indépendant(s) et les commissaire(s) aux comptes seront (s'il y en existe), nommés par les associé(s) qui détermineront leur nombre et la durée de leur mandat, respectivement leur mandat peut être renouvelé et ils peuvent être révoqués à tout moment, avec ou sans motif, par une résolution des associé(s) sauf dans les cas où le réviseur d'entreprises indépendant ne peut seulement, par dispositions des Lois, être révoqué pour motifs graves.

**Art. 21. Associé(s).** Les associés exercent les pouvoirs qui leur sont dévolus par les Lois et les Statuts.

Si la Société ne compte qu'un seul associé, celui-ci exerce les pouvoirs pré-mentionnés conférés à l'assemblée générale des associés.

**Art. 22. Assemblées générales.** Les décisions des associé(s) sont prises en assemblée générale tenue au siège social ou à tout autre endroit du Grand-Duché de Luxembourg sur convocation conformément aux conditions fixées par les Lois et les Statuts des gérant(s), subsidiairement, des commissaire(s) aux comptes (s'il y en existe), ou plus subsidiairement, des associé(s) représentant plus de la moitié (1/2) du capital social.

Si tous les associés sont présents ou représentés à une assemblée générale et s'ils déclarent avoir été dûment informés de l'ordre du jour de l'assemblée, celle-ci peut se tenir sans convocation préalable.

Tous les associés sont en droit de participer et de prendre la parole à toute assemblée générale.

Un associé peut désigner par écrit, transmis par tout moyen de communication permettant la transmission d'un texte écrit, un mandataire qui n'a pas besoin d'être lui-même associé.

En outre, si la Société compte plusieurs associés, dans la limite de vingt-cinq (25) associés, les décisions des associés peuvent être prises par écrit.

Les résolutions écrites peuvent être constatées dans un seul ou plusieurs documents ayant le même contenu, signés par un ou plusieurs associés.

Lors de toute assemblée générale autre qu'une assemblée générale convoquée en vue de la modification des Statuts ou du vote de décisions dont l'adoption est soumise aux conditions de quorum et de majorité exigées pour une modification des Statuts, les résolutions seront adoptées par les associés représentant plus de la moitié (1/2) du capital social.

Si cette majorité n'est pas atteinte sur première convocation, les associés seront de nouveau convoqués et les résolutions seront à la majorité simple, indépendamment du nombre de parts sociales représentées.

Lors de toute assemblée générale convoquée en vue de la modification des Statuts ou du vote de décisions dont l'adoption est soumise aux conditions de quorum et de majorité exigées pour une modification des Statuts, le quorum sera d'au moins la majorité en nombre des associés représentant au moins les trois quarts (3/4) du capital social.

**Art. 23. Exercice social.** L'exercice social de la Société commence le premier janvier et s'achève le trente et un décembre de chaque année.

**Art. 24. Comptes sociaux.** A la clôture de chaque exercice social, les comptes sont arrêtés et les gérant(s) dressent l'inventaire des éléments de l'actif et du passif, le bilan ainsi que le compte de résultats conformément aux Lois afin de les soumettre aux associé(s) pour approbation.

Tout associé ou son mandataire peut prendre connaissance des documents comptables au siège social.

Si la Société compte plus de vingt-cinq (25) associés, ce droit ne pourra être exercé que dans les quinze (15) jours calendaires qui précèdent l'assemblée générale annuelle

**Art. 25. Réserve légale.** L'excédent favorable du compte de résultats, après déduction des frais généraux, coûts, amortissements, charges et provisions constituent le bénéfice net.

Sur le bénéfice net, il sera prélevé au moins cinq pour cent (5%) qui seront affectés, chaque année, à la réserve légale («la Réserve Légale») dans le respect de l'article 197 de la loi du 10 août 1915 concernant les sociétés commerciales (telle que modifiée).

Cette affectation à la Réserve Légale cessera d'être obligatoire lorsque et aussi longtemps que la Réserve Légale atteindra dix pour cent (10%) du capital social.

**Art. 26. Affectations des bénéfices.** Après affectation à la Réserve Légale, les associé(s) décident de l'affectation du solde du bénéfice net par versement de la totalité ou d'une partie du solde à un compte de réserve ou de provision, en le reportant à nouveau ou en le distribuant avec les bénéfices reportés, les réserves distribuables ou la prime d'émission aux associé(s), chaque part sociale donnant droit à une même proportion dans ces distributions.

**Art. 27. Dissolution et Liquidation.** La Société peut être dissoute par une décision des associé(s) délibérant comme en matière de modification de Statuts.

Au moment de la dissolution, la liquidation sera assurée par un ou plusieurs liquidateurs, associés ou non, nommés par les associé(s) qui détermineront leurs pouvoirs et rémunérations.

Un associé unique peut décider de dissoudre la Société et de procéder à sa liquidation en prenant personnellement à sa charge tous les actifs et passifs, connus et inconnus, de la Société.

Après paiement de toutes les dettes et charges de la Société, y compris les frais de liquidation, le produit net de liquidation sera réparti entre les associé(s).

Les liquidateur(s) peuvent procéder à la distribution d'acomptes sur produit de liquidation sous réserve de provisions suffisantes pour payer les dettes impayées à la date de la distribution.

**Art. 28. Disposition finale.** Toutes les matières qui ne sont pas régies par les Statuts seront réglées conformément aux Lois, en particulier à la loi du 10 août 1915 concernant les sociétés commerciales (telle que modifiée).

*Disposition transitoire*

Par exception, le premier exercice social commence le jour de la constitution et s'achève le 31 décembre 2010.

*Souscription et Libération*

Les cent 100 parts sociales représentant l'intégralité du capital social ont été souscrites et libérées par Monsieur Alain Dierckx, prénommé.

La preuve de la libération a été donnée au notaire par un certificat de blocage des fonds, de sorte que le montant de 12.500,-eur est à présent à la disposition de la Société.

Ledit certificat, après avoir été signé "ne varietur" par le mandataire du souscripteur et le notaire soussigné restera attaché au présent acte.

*Frais*

Le montant des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge en raison de sa constitution, sont approximativement estimés à la somme de 1.100.-eur.

*Assemblée générale extraordinaire*

Immédiatement après la constitution de la Société, le comparant précité, représentant l'intégralité du capital social, exerçant les pouvoirs de l'assemblée a pris les résolutions suivantes:

1. Le nombre des gérants est fixé à un.

2. A été appelé aux fonctions de gérant unique pour une durée indéterminée Monsieur Alain DIERCKX, demeurant à L-8072 Bertrange, 1, rue des Chênes.

3. L'adresse de la Société est fixée à L-1115 Luxembourg, 100A, route d'Arlon.

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

Et après lecture faite au comparant, connu du notaire instrumentaire par ses nom, prénom usuel, état et demeure, le mandataire du comparant a signé avec Nous notaire la présente minute.

Signé: H.Poncin, Moutrier Blanche.

Enregistré à Esch/Alzette Actes Civils, le 11 novembre 2010. Relation: EAC/2010/13672. Reçu soixante-quinze euros 75,00 €.

*Le Receveur* (signé): A.Santioni.

POUR EXPEDITION CONFORME, délivrée à des fins administratives.

Esch-sur-Alzette, le 12 novembre 2010.

Référence de publication: 2010149619/226.

(100172015) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Principle Capital Holdings S.A., Société Anonyme Holding.**

Siège social: L-2134 Luxembourg, 58, rue Charles Martel.

R.C.S. Luxembourg B 98.144.

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Les statuts coordonnés de la société ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 11 novembre 2010.

Référence de publication: 2010149808/10.

(100171835) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Columbus VC S.A., Société Anonyme Holding.**

Siège social: L-1724 Luxembourg, 35, boulevard du Prince Henri.

R.C.S. Luxembourg B 70.292.

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In the year two thousand and ten, on the eighth day of the month of October.

Before Maître Henri Hellinckx, notary residing in Luxembourg, Grand Duchy of Luxembourg,

There appeared,

by virtue of a proxy dated 6 October, 2010 (to remain attached to the present deed), Me Ana Bramao, Maître en droit, residing in Luxembourg, on behalf of Reinet Fund S.C.A., F.I.S., a société en commandite par actions ayant la forme d'une SICAF – fonds d'investissement spécialisé having its registered office at 35, boulevard Prince Henri, L-1724 Luxembourg, registered with the Registre de Commerce et des Sociétés in Luxembourg under number B 141.613, being the sole shareholder of Columbus VC S.A., having its registered office at 35, boulevard Prince Henri, L-1724 Luxembourg, registered with the Registre de Commerce et des Sociétés in Luxembourg under number B 70.292, incorporated under the name "JRG Holdings S.A." by deed of Me Edmond Schroeder, notary residing in Mersch, on 5 May 1999, published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial"), number 643 of 25 August 1999 (the "Company").

The articles of association of the Company (the "Articles") have been amended several times and for the last time on 3 March 2009 by deed of the undersigned notary, published in the Mémorial, number 724 of 18 December 2009.

The appearing person declared and requested the notary to record that:

I. The sole shareholder holds all the two hundred seventy thousand (270,000) shares in issue in the Company, so that decisions can validly be taken on all items of the agenda.

II. The items on which resolutions are to be passed are as follows:

1. Transfer of the registered office and central administration of the Company from Luxembourg to Jersey (the "Transfer") and the consequential change of nationality of the Company, the Transfer of registered office and the change of nationality of the Company becoming effective upon the date of the registration of the Company in Jersey with the Registry of Companies in Jersey (the "Effective Date"), and to acknowledge that as a consequence thereof, the Company shall be subject to the laws of Jersey and shall from the Effective Date and upon the issuance of a certificate of continuance by the Jersey Financial Services Commission become a body corporate governed by and subject to the laws of Jersey without the legal existence or personality of the Company being in any manner affected;

2. Upon the Effective Date the memorandum of association and the articles of association of the Company will be adopted as follows:

MEMORANDUM OF ASSOCIATION

of

REINET COLUMBUS LIMITED

No Par Value Company (limited liability)

1. The name of the company is Reinet Columbus Limited.

2. The company shall have all the powers of a natural person and its capacity shall be unlimited.

3. The company is a private company.

4. The company is a no par value company.

5. There is no limit on the number of shares of any class which the company is authorised to issue.

6. The liability of each member of the company arising from his shareholding is limited to the amount (if any) unpaid on it.

ARTICLES OF ASSOCIATION

of

REINET COLUMBUS LIMITED

No Par Value Company (limited liability)

ARTICLES OF ASSOCIATION

of

REINET COLUMBUS LIMITED

No Par Value Company (limited liability)

**1. Interpretation.**

1.1 In these articles:

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| "articles" | means the articles of association of the company; |
| "clear days" | in relation to the period of a notice shall mean that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect; |
| "company" | means the company incorporated under the Law in respect of which these articles have been registered; |
| "director" | means any director of the company appointed in accordance with these articles; |
| "dividend" | means every description of dividend of distribution of the company's assets made in accordance with the Law to its members as members, whether in cash or otherwise. |
| "executed" | includes any mode of execution; |
| "holder" | in relation to shares means the member whose name is entered in the register of members of the company as the holder of the shares; |
| "office" | means the registered office of the company; |
| "ordinary resolution" | means a resolution of the company in general meeting adopted by a simple majority of the votes cast at that meeting or in writing in accordance with the articles; |
| "seal" | means the common or official seal of the company; |
| "secretary" | means the secretary of the company or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary; |
| "share" | means a share in the capital of the company; and |
| the "Law" | means the Companies (Jersey) Law 1991, as amended, including any statutory modification or reenactment thereof for the time being in force. |

1.2 Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Law but excluding any statutory modification thereof not in force when these articles become binding on the company. The standard table prescribed pursuant to the Law shall not apply to the company and is expressly excluded in its entirety.

**2. Share capital.**

2.1 Subject to the provisions of the Law:

1.1.1 without prejudice to any rights attached to any issued shares, any share may be issued with such rights or restrictions as the company may by special resolution determine and the company may issue fractions of shares and any such share shall rank pari passu in all respects with the other shares of the same class issued by the company;

1.1.2 the company may:

1.1.2.1 issue, or

1.1.2.2 convert any existing non-redeemable shares, whether issued or not into,

shares which are to be redeemed, or are liable to be redeemed at the option of the company or the shareholder, on such terms and in such manner as may be determined by special resolution; and

1.1.3 unissued shares shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons and on such terms as the directors think fit.

2.2 The company may exercise the powers of paying commissions conferred by the Law. Subject to the provisions of the Law, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

2.3 Except as required by law, no person shall be recognised by the company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

**3. Rights attaching to classes of shares.**

3.1 Where the capital of the company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by terms of issue of the shares of that class) be varied with the consent in writing of the holders of a majority in number of the issued shares of that class or with the sanction of an ordinary resolution passed at a separate meeting of the holders of the issued shares of that class.

3.2 The provisions of these articles relating to general meetings or to the proceedings at such general meetings, shall apply, mutatis mutandis, to each separate meeting held pursuant to article 3.1 above, save that the quorum shall be persons holding or representing by proxy not less than one-third in number of the issued shares of that class but provided that if at any adjourned meeting of such holders a quorum as above is not present those holders who are present shall be a quorum.

3.3 The special rights conferred upon holders of any shares or class of shares issued with preferred, deferred or other special rights shall (unless otherwise expressly provided by the terms of issue of such shares) be deemed not to be varied by the creation or issue of further shares or further classes of shares ranking pari passu with or behind such shares.

3.4 The company may, by altering its Memorandum of Association by special resolution, alter its share capital by any manner permitted by Law.

**4. Share certificates.**

4.1 Every holder, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal, or signed either by two directors or by one director and the secretary. Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

4.2 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

**5. Lien.**

5.1 The company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this article. The company's lien on a share shall extend to any amount payable in respect of it.

5.2 The company may sell, in such manner as the directors determine, any shares on which the company has a lien, if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

5.3 To give effect to a sale of the shares pursuant to article 5.2, the directors may authorise some person to execute an instrument of transfer of the shares. The title of the transferee to the shares shall not be affected by an irregularity in or invalidity of the proceedings in reference to the sale.

5.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

**6. Calls on shares and Forfeiture.**

6.1 Subject to the terms of allotment, the directors may make calls upon the holders in respect of any moneys unpaid on their shares and each holder shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

6.2 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

6.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

6.4 If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share, or in the notice of the call, or at such rate not exceeding ten per cent per annum as the directors may determine, but the directors may waive payment of the interest wholly or in part.

6.5 An amount payable in respect of a share on allotment or at any fixed date, or as an instalment of a call, shall be deemed to be a call and, if it is not paid, the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call. The company may accept from a holder the whole or a part of the amount remaining unpaid on shares held by him, although no part of that amount has been called up.

6.6 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.

6.7 If a call remains unpaid after it has become due and payable, the directors may give to the person from whom it is due not less than 14 clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited.

6.8 If the notice referred to in article 6.7 is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

6.9 Subject to the provisions of the Law, a forfeited share may be sold, reallotted or otherwise disposed of on such terms and in such manner as the directors determine, either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the directors may authorise some person to execute an instrument of transfer of the share to that person.

6.10 A person, any of whose shares have been forfeited, shall cease to be a holder in respect of them and shall deliver to the company for cancellation the certificate for the shares forfeited, but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture, or at such rate not exceeding ten per cent per annum as the directors may determine, from the date of forfeiture until payment, but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

6.11 A declaration under oath by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

**7. Transfer of shares.**

7.1 The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the shares are fully paid, by or on behalf of the transferee.

7.2 The directors may refuse to register the transfer of a share which is not fully paid to a person of whom they do not approve and they may refuse to register the transfer of a share on which the company has a lien. They may also refuse to register a transfer unless the instrument of transfer:

2.1.1 is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;

2.1.2 is in respect of only one class of shares; and

2.1.3 is in favour of not more than four transferees.

7.3 If the directors refuse to register a transfer of a share, they shall within two months after the date on which the instrument of transfer was lodged with the company send to the transferor and the transferee notice of the refusal.

7.4 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding 30 clear days in any year) as the directors may determine.

7.5 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

7.6 The company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

7.7 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares where such transfer is executed pursuant to, or for the purpose of enforcing, any security which has been granted over such shares and a certificate by the party to whom such security has been granted that the transfer was so executed shall be conclusive evidence of such fact.

**8. Transmission of shares.**

8.1 If a holder dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his interest; but nothing herein contained shall release the estate of a deceased holder from any liability in respect of any share which had been jointly held by him.

8.2 A person becoming entitled to a share in consequence of the death, incapacity or bankruptcy of a holder or otherwise by operation of law may, upon

such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder, he shall give notice to the company to that effect. If he elects to have another person registered, he shall execute an instrument of transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the holder and the death, incapacity or bankruptcy of the holder had not occurred.

8.3 A person becoming entitled to a share in consequence of the death, incapacity or bankruptcy of a holder or otherwise by operation of law shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to be entitled to be sent any notice given pursuant to these articles (unless specifically provided for) or attend or vote at any meeting of the company or at any separate meeting of the holders of any class of shares in the company.

**9. Consolidation of shares.** Whenever as a result of a consolidation of shares any holders would become entitled to fractions of a share, the directors may, on behalf of those holders, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Law, the company) and distribute the net proceeds of sale in due proportion among those holders, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

**10. General meetings.**

10.1All general meetings other than annual general meetings shall be called extraordinary general meetings.

10.2The directors may call general meetings and, on the requisition of holders pursuant to the provisions of the Law, shall forthwith proceed to call a general meeting for a date not later than two months after the receipt of the requisition. If there are not sufficient directors to call a general meeting, any director or any holder may call such a meeting.

**11. Notice of general meetings.**

11.1 All general meetings, unless otherwise required by the Law, shall be called by at least 14 clear days' notice. A general meeting may be called by shorter notice if it is so agreed:

1.1.1 in the case of an annual general meeting, by all the holders entitled to attend and vote thereat; and

1.1.2 in the case of any other meeting, by a majority in number of the holders having a right to attend and vote at the meeting, being a majority together holding not less than 95% of the total voting rights of the holders who have that right.

11.2 The notice shall specify the day, time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

11.3 Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the holders, to all persons entitled to a share in consequence of the death, incapacity or bankruptcy of a holder and to the directors and auditors, if any.

11.4 The accidental omission to give notice of a meeting to, or the nonreceipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

**12. Proceedings at general meetings.**

12.1 No business shall be transacted at any meeting unless a quorum is present. The quorum shall be:

1.1.1 if all the issued shares are held by the same holder, one person being such holder present in person or by proxy; and

1.1.2 otherwise, two persons entitled to vote upon the business to be transacted, each being a holder present in person or by proxy.

12.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or such day, time and place as the directors may determine. If at such adjourned meeting a quorum is not

present within five minutes from the time appointed for the holding of the meeting, those holders present in person or by proxy shall be a quorum.

12.3 The chairman, if any, of the board of directors, or in his absence some other director nominated by the directors, shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.

12.4 If no director is willing to act as chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, those holders present and entitled to be counted in a quorum shall choose one of their number to be chairman.

12.5 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares.

12.6 The chairman may, with the consent of a general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the general meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 clear days or more, at least 7 clear days' notice shall be given specifying the day, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

12.7 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Law, a poll may be demanded:

7.1.1 by the chairman; or

7.1.2 by at least two holders having the right to vote on the resolution; or

7.1.3 by a holder or holders representing not less than one-tenth of the total voting rights of all the holders having the right to vote on the resolution; or

7.1.4 by a holder or holders holding shares conferring a right to vote on the resolution being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right,

and a demand by a person as proxy for a holder shall be the same as a demand by the holder.

12.8 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

12.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

12.10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be holders) and fix a day, time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

12.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.

12.12 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such day, time and place as the chairman directs not being more than 30 clear days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn before the poll is taken, the meeting shall continue as if the demand had not been made.

12.13 No notice need be given of a poll not taken forthwith if the day, time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least 7 clear days' notice shall be given specifying the day, time and place at which the poll is to be taken.

**13. Votes of holders.**

13.1 Subject to any rights or restrictions attached to any shares, on a show of hands every holder who is present in person shall have one vote and on a poll every holder present in person or by proxy shall have one vote for every share of which he is the holder.

13.2 In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members.

13.3 A holder in respect of whom an order has been made by any court having jurisdiction (whether in Jersey or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator or other person authorised in that behalf appointed by that court, and any such receiver, curator or other person

may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place within Jersey as is specified in accordance with the articles for the deposit of instruments of proxy before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

13.4 No holder shall vote at any general meeting or at any separate meeting of the holders of any class of shares, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.

13.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

13.6 On a poll votes may be given either personally or by proxy. A holder may appoint more than one proxy to attend on the same occasion.

13.7 An instrument appointing a proxy shall be in writing in the usual form, or as approved by the directors, and shall be executed by or on behalf of the appointor.

13.8 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of that power of attorney or other authority certified as a true copy to the satisfaction of the secretary, shall be deposited at the office or such other place as is specified in the notice convening the meeting or any instrument of proxy sent out by the company within such time (not exceeding 48 hours) before the time for holding the meeting, or adjourned meeting, or for the taking of a poll at which the persons named in the instrument propose to vote as the directors may from time to time determine, and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

13.9 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless notice of the determination was received by the company at the office or at such other place at which the instrument of proxy was duly deposited (at least 48 hours) before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded, or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

**14. Corporations acting by representatives.**

14.1 Any corporation which is a holder may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any general meeting or at any meeting of a class of holders, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were a natural person who is a holder. A corporation present at any meeting by such representative shall be deemed for the purposes of these articles to be present in person.

14.2 Where a person is authorised to represent a body corporate at a general meeting of the company, the directors or the chairman of the meeting may require him to produce a certified copy of the resolution from which he derives his authority.

**15. Resolutions in writing.** Anything that may be done in accordance with the provisions of the Law by a resolution in writing signed by or on behalf of each holder is authorised by these articles without restriction. The directors may determine the manner in which resolutions shall be put to the holders pursuant to the terms of this article and, without prejudice to the discretion of the directors, provision may be made in the form of a resolution in writing for each holder to indicate how many of the votes which he would have been entitled to cast at a meeting to consider the resolution he wishes to cast in favour of or against such resolution, or to be treated as abstentions, and the result of any such resolution in writing need not be unanimous and shall be determined upon the same basis as on a poll.

**16. Number of directors.** The company may by ordinary resolution determine the maximum and minimum number of directors and unless and until it is so determined (or save where the Law otherwise provides), the minimum number of directors shall be two and the number of directors shall not be subject to any maximum.

**17. Alternate directors.**

17.1 Any director (other than an alternate director) may appoint any other director, or any other person, to be an alternate director and may remove from office an alternate director so appointed by him. An alternate director shall be entitled to attend, count in the quorum of and vote at any meeting of the directors and at all meetings of committees of directors of which his appointor is a member at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence, but shall not be entitled to receive any remuneration from the company for his services as an alternate director. It shall not be necessary to give notice of such a meeting to an alternate director.

17.2 An alternate director shall cease to be an alternate director if his appointor ceases to be a director, but, if a director is reappointed, any appointment of an alternate director made by him which is in force immediately prior to his reappointment shall continue after his reappointment.

17.3 Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors.

17.4 Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

**18. Powers of directors.**

18.1 Subject to the provisions of the Law, the memorandum and the articles and any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

18.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers A director who has been appointed to act as a sole director may exercise all the powers of the company.

**19. Delegation of directors' powers.**

19.1 The directors may delegate any of their powers to any committee consisting of two or more directors and (if thought fit) one or more other persons, but a majority of the members of the committee shall be directors. No resolution of the committee shall be effective unless a majority of those present when it is passed are directors. The directors may also delegate to any managing director or any director (whether holding any other executive office or not) such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

**20. Appointment of directors.**

20.1 The first directors of the company shall be appointed in writing by the subscribers of the memorandum or a majority of them.

20.2 The company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

20.3 The directors may (without sanction of the company in general meeting) appoint a person who is willing to act as a director, either to fill a vacancy or as an additional director.

**21. Disqualification and Removal of directors.**

21.1 The office of a director shall be vacated if:

1.1.1 he ceases to be a director by virtue of any provision of the Law or he becomes prohibited by law from or disqualified for being a director; or

1.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

1.1.3 he resigns his office by giving written notice to the company at the office (which notice shall be effective from such date as may be specified in such notice or if no date is specified upon delivery to the office); or

1.1.4 the company so resolves by ordinary resolution.

**22. Remuneration of directors.** The directors shall be entitled to such remuneration as the company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

**23. Directors' expenses.** The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with the discharge of their duties.

**24. Directors' appointments and Interests.**

24.1 Subject to the provisions of the Law, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company.

24.2 Subject to the provisions of the Law, and provided that he has disclosed to the directors the nature and extent of any material interests of his, a director notwithstanding his office:

2.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested;

2.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested; and

2.1.3 shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment, or from any such transaction or arrangement, or from any interest in any such body corporate, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

24.3 For the purposes of these articles:

3.1.1 a general notice given by or on behalf of a director to the directors (or the holders where appropriate) that such director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is

interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

3.1.2 disclosure of a sole director's interest in any transaction or arrangement shall be made by written notice given by or on behalf of that director to the secretary prior to any decision being made as to whether or not the company should enter into the relevant transaction or arrangement; and

3.1.3 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

**25. Directors' gratuities and pensions.** The directors may resolve that the company shall provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or who was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

**26. Proceedings of directors.**

26.1 Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. Questions arising at such a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

26.2 Where the company has more than one director, the quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If the company has a sole director, the transaction of the business by the sole director shall be by way or resolution in writing signed by the sole director.

26.3 Any director enabled to participate in the proceedings of a meeting of the directors by means of a telecommunication device (including a telephone) which allows all of the other directors present at such meeting to hear at all times such director and such director to hear at all times all other directors present at such meeting (in each case whether in person or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when calculating a quorum. Where all of the directors who participate in a meeting participate in the proceedings of a meeting by means of a telecommunications device (including a telephone), the Chairman may at his discretion determine the geographic location at which the meeting is deemed to have taken place.

26.4 Save where the company has a sole director, the directors may act notwithstanding any vacancies in their number but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting to appoint directors.

26.5 The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. If there is no director holding that office, of if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

26.6 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director or alternate director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or alternate director or that any of them were disqualified for holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director or alternate director and had been entitled to vote.

26.7 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be valid and effectual as if it had been passed at a meeting of directors or (as the case may

be) a committee of directors duly convened and held, and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

26.8 Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company unless he has disclosed the nature and extent of his interests in accordance with the Law, in which case he shall be entitled to vote and be counted in the quorum in respect of any such resolution.

26.9 Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the company or any body corporate in which the company is interested, the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

26.10 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

**27. Secretary.** Subject to the provisions of the Law, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

**28. Minutes.** The directors shall cause minutes to be made in books kept for the purpose in accordance with the Law.

**29. The seal.**

29.1 The directors may at any time resolve that the company shall have or shall cease to have a common seal. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by two directors or by a director and the secretary. Subject to the provisions of the Law, the directors may resolve to have or cease to have:

1.1.1 an official seal for use in any country territory or place outside of Jersey, which shall be a copy of the common seal of the company. Any such official seal shall in addition bear either the name of the country, territory or place in which it is to be used or the words "branch seal"; and

1.1.2 an official seal for use only in connection with the sealing of securities issued by the company and such official seal shall be a copy of the common seal of the company but shall in addition bear the words "securities".

**30. Dividends.**

30.1 Subject to the provisions of the Law, the company may by ordinary resolution declare dividends in accordance with the respective rights of the holders, but no dividend shall exceed the amount recommended by the directors.

30.2 Subject to the provisions of the Law, the directors may pay interim dividends if it appears to them that they are justified by the financial resources of the company available for distribution under the Law. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate, if it appears to them that the financial resources available for distribution under the Law justify payment. Provided the directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or nonpreferred rights.

30.3 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

30.4 A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets, and may determine that cash shall be paid to any holder upon the footing of the value so fixed in order to adjust the rights of holders, and may vest any assets in trustees.

30.5 Any dividend or other moneys payable in respect of a share may be paid by cheque or by warrant sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may

in writing direct. Every cheque or warrant shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque or warrant shall be a good discharge to the company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.

30.6 No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.

30.7 Any dividend which has remained unclaimed for 10 years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company.

**31. Accounts and Audit.**

31.1 No holder shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by law or authorised by the directors or by ordinary resolution of the company.

31.2 The company in general meeting may appoint auditors to examine the accounts and report thereon in accordance with the Law.

**32. Capitalisation of profits.**

32.1 The directors may with the authority of an ordinary resolution of the company:

1.1.1 subject as hereinafter provided, resolve to capitalise any undivided profits of the company not required for paying any preferential dividend (whether or not they are available for distribution);

1.1.2 appropriate the sum resolved to be capitalised to the holders in proportion to the number of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were distributable and were distributed by way of dividend, and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up and allotting unissued shares or debentures of the company of an amount equal to that sum, and allot the shares or debentures credited as partly or fully paid to those holders, or as they may direct, in those proportions, or partly in one way and partly in the other;

1.1.3 subject to the provisions of the Law and in so far as the Law allows, make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this article in fractions; and

1.1.4 authorise any person to enter on behalf of all the holders concerned into an agreement with the company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such holders.

**33. Notices.**

33.1 Any notice to be given to or by any person pursuant to the articles shall be in writing and may be given by email or any other electronic method except that a notice calling a meeting of the directors need not be in writing.

33.2 A holder shall be entitled to receive any notice to be given to him pursuant to the articles notwithstanding that his registered address is not within the British Islands. The company may give notice to a holder either personally or by sending it by post in a prepaid envelope addressed to the holder at his registered address or by leaving it at that address or by emailing the notice to the holder's electronic address last notified to the company by the holder. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

33.3 A holder present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

33.4 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from which he derives his title.

33.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. Electronic communication of a notice (properly addressed and dispatched to the holder's electronic address last notified by the holder to the company in writing) is given or deemed to have been given at the time the electronic notice leaves the information system of the company or the information system any other person sending the notice on the company's behalf (as the case may be).

33.6 A notice may be given by the company to the persons entitled to a share in consequence of the death, incapacity or bankruptcy of a holder by sending or delivering it, in any manner authorised by the articles for the giving of notice to a holder, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or curator of the holder or by any like description at the address supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death, incapacity or bankruptcy had not occurred. If more than one person would be entitled to receive a notice in consequence of the death, incapacity or bankruptcy of a holder, notice given to any one of such persons shall be sufficient notice to all such persons.

**34. Winding up.** If the company is wound up, the company may, with the sanction of a special resolution and any other sanction required by the Law, divide the whole or any part of the assets of the company among the holders in specie and the liquidator or, where there is no liquidator, the directors may, for that purpose, value any assets and determine how the division shall be carried out as between the holders or different classes of holders, and with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the holders as he with the like sanction determines, but no holder shall be compelled to accept any assets upon which there is a liability.

**35. Indemnity.** In so far as the Law allows, every present or former officer of the company (including without limitation any alternate director, secretary or director of the company) shall be indemnified out of the assets of the company against any loss or liability incurred by him by reason of being or having been such an officer. The directors, may without sanction of the company in general meeting authorize the purchase or maintenance by the company for any officer or former officer of the company (including without limitation any alternate director, secretary or director of the company) and any agent or employee of the company of any insurance as is permitted by the Law in respect of any liability which would otherwise attach to such officer or former officer of the company (including without limitation any alternate director, secretary or director of the company) and any agent or employee of the company.

3. Acknowledgement that the current members of the board of directors of the Company will remain in office upon implementation of the Transfer;

4. Appointment of Mr Ian Crosby, born on 27 October 1961 in South Africa and with professional address at Clairmont, Rue de Bas, St Lawrence, Jersey, Channel Islands, JE1 4HH and Mr Niall McCallum, born on 7 May 1962 in Jersey and with professional address at La Fontenelle, Rue de Samares, St Clements, Jersey, Channel Islands, JE2 6LS as new board members and Regal Trustees Limited, a limited company, incorporated under the laws of Jersey, and registered with the Jersey Financial Services Commission under number 46903 and having its registered office at Sir Walter Raleigh House, 48/50 Esplanade, St Helier, Jersey, JE 1 4HH as company secretary, such appointments to become effective as from the Effective Date;

5. Instruction to any member of the board of the Company, each of them acting individually, with full power of substitution, to take the appropriate steps and sign any documents required to have the Company registered with the Registry of Companies in Jersey as well as instruction to any member of the board in function at the date hereof, each of them acting individually, with full power of substitution, to take all actions and do such things as are necessary in order for the above resolutions to be implemented, and to execute any such document (including any notarial deeds) required under the above resolutions and in particular to render the Transfer effective and enforceable towards third parties including to have the registration with the Registry of Companies in Jersey duly acknowledged in front of a public notary of his choice in Luxembourg.

Thereafter the following decisions were taken:

*First resolution*

It was decided to transfer the registered office and central administration of the Company from Luxembourg to Jersey (the "Transfer") and as a consequence to change the nationality of the Company, the Transfer of registered office and the change of nationality of the Company becoming effective on the Effective Date (as defined in the agenda above).

It was acknowledged that as a consequence of the Transfer, the Company shall be subject to the laws of Jersey and shall from the Effective Date and upon the issuance of a certificate of continuance by the Jersey Financial Services Commission become a body corporate governed by and subject to the laws of Jersey without the legal existence or personality of the Company being in any manner affected.

*Second resolution*

It was decided that upon the Effective Date the memorandum of association and the articles of association be adopted as per item 2 of the agenda.

*Third resolution*

It was decided to acknowledge that the current members of the board of directors of the Company will remain in office upon implementation of the Transfer.

*Fourth resolution*

It was decided to appoint Mr Ian Crosby, born on 27 October 1961 in South Africa and with professional address at Clairmont, Rue de Bas, St Lawrence, Jersey, Channel Islands, JE1 4HH and Mr Niall McCallum, born on 7 May 1962 in Jersey and with professional address at La Fontenelle, Rue de Samares, St Clements, Jersey, Channel Islands, JE2 6LS as new board members and Regal Trustees Limited, a limited company, incorporated under the laws of Jersey, and registered with the Jersey Financial Services Commission under number 46903 and having its registered office at Sir Walter Raleigh House, 48/50 Esplanade, St Helier, Jersey, JE 1 4HH as company secretary, such appointments to become effective as from the Effective Date.

*Fifth resolution*

Instruction was given to any member of the board of the Company, each of them acting individually, with full power of substitution, to take the appropriate steps and sign any documents required to have the Company registered with the Registry of Companies in Jersey and instruction was also given to any member of the board in function at the date hereof, each of them acting individually, with full power of substitution, to take all actions and do such things as are necessary in order for the above resolutions to be implemented, and to execute any such document (including any notarial deeds) required under the above resolutions and in particular to render the Transfer effective and enforceable towards third parties including to have the registration with the Registry of Companies in Jersey duly acknowledged in front of a public notary of his choice in Luxembourg.

*Expenses*

The costs, expenses, remuneration or changes in any form whatsoever which shall be borne by the Company as a result of this deed are estimated at EUR 2,000.-.

The undersigned notary, who understands and speaks English, herewith states that at the request of the appearing party hereto this deed is drafted in English followed by a French translation; at the request of the same appearing party in case of divergences between the English and French version, the English version will be prevailing.

Done in Luxembourg on the day before mentioned.

After reading this deed the appearing party signed together with the notary the present deed.

**Followed by a French translation:**

L'an deux mille dix, le huitième jour du mois d'octobre.

Par devant Maître Henri Hellinckx, notaire résidant à Luxembourg, Grand-Duché de Luxembourg,

A comparu:

en vertu d'une procuration datée du 6 octobre 2010 (cette procuration sera enregistrée ensemble avec le présent acte) Me Ana Bramao, Maître en droit, agissant pour le compte de Reinet Fund S.C.A., F.I.S., une société en commandite par actions ayant la forme d'une SICAF – fonds d'investissement spécialisé, ayant son siège social au 35, boulevard Prince Henri, L-1724 Luxembourg, immatriculée auprès du Registre du Commerce et des Sociétés à Luxembourg sous le numéro B 141.613, étant l'associé unique de Columbus VC S.A., ayant son siège social au 35, boulevard Prince Henri, L1724 Luxembourg, immatriculée auprès du Registre du Commerce et des Sociétés à Luxembourg sous le numéro B 70.292, constituée sous le nom de "JRG Holdings S.A." par acte de Me Edmond Schroeder, notaire résidant à Mersch, Grand-Duché de Luxembourg, du 5 mai 1999, publié au Mémorial C, Recueil des Sociétés et Associations (le «Mémorial») numéro 643 du 25 août 1999 (la «Société»). Les statuts de la Société (les «Statuts») ont été modifiés plusieurs fois et pour la dernière fois le 3 mars 2009 par acte du notaire soussigné Grand-Duché de Luxembourg, publié au Mémorial, numéro 724 du 18 décembre 2009.

La personne comparante a déclaré et requit le notaire instrumentant d'acter que:

I. L'associé unique détient toutes les deux cent soixante-dix mille

(270.000) parts sociales en émission dans la Société, de sorte que des décisions peuvent être valablement prises sur tous les points portés à l'ordre du jour.

II. Les points sur lesquels des décisions doivent être prises sont les suivants:

1. Transfert du siège social et du siège de l'administration centrale de la Société de Luxembourg à Jersey (le «Transfert») et changement subséquent de la nationalité de la Société, le Transfert du siège social et le changement de nationalité de la Société prendront effet à la date d'immatriculation de la Société à Jersey auprès du Registry of Companies à Jersey (la «Date de Prise d'Effet»); et constater que suite à ce qui précède, la Société sera soumise aux lois de Jersey et deviendra, à partir de la Date de Prise d'Effet et de l'émission du certificat de continuation par la Jersey Financial Services Commission, une personne morale gouvernée par et soumise aux lois de Jersey sans que l'existence légale ou la personnalité juridique de la Société ne soit affectée en aucune manière;

2. A la Date de Prise d'Effet le Memorandum of association et les Statuts de la Société seront adoptés comme suit:

MEMORANDUM OF ASSOCIATION

of

REINET COLUMBUS LIMITED

No Par Value Company (limited liability)

1. The name of the company is Reinet Columbus Limited.

2. The company shall have all the powers of a natural person and its capacity shall be unlimited.

3. The company is a private company.

4. The company is a no par value company.

5. There is no limit on the number of shares of any class which the company is authorised to issue.

6. The liability of each member of the company arising from his shareholding is limited to the amount (if any) unpaid on it.

ARTICLES OF ASSOCIATION

of

REINET COLUMBUS LIMITED

No Par Value Company (limited liability)

ARTICLES OF ASSOCIATION

of

REINET COLUMBUS LIMITED

No Par Value Company (limited liability)

**7. Interpretation.**

7.1 In these articles:

| | |
|---|---|
| "articles" | means the articles of association of the company; |
| "clear days" | in relation to the period of a notice shall mean that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect; |
| "company" | means the company incorporated under the Law in respect of which these articles have been registered; |
| "director" | means any director of the company appointed in accordance with these articles; |
| "dividend" | means every description of dividend of distribution of the company's assets made in accordance with the Law to its members as members, whether in cash or otherwise. |
| "executed" | includes any mode of execution; |
| "holder" | in relation to shares means the member whose name is entered in the register of members of the company as the holder of the shares; |
| "office" | means the registered office of the company; |
| "ordinary resolution" | means a resolution of the company in general meeting adopted by a simple majority of the votes cast at that meeting or in writing in accordance with the articles; |
| "seal" | means the common or official seal of the company; |
| "secretary" | means the secretary of the company or any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary; |
| "share" | means a share in the capital of the company; and |
| the "Law" | means the Companies (Jersey) Law 1991, as amended, including any statutory modification or reenactment thereof for the time being in force. |

7.2 Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Law but excluding any statutory modification thereof not in force when these articles become binding on the company. The standard table prescribed pursuant to the Law shall not apply to the company and is expressly excluded in its entirety.

**8. Share capital.**

8.1 Subject to the provisions of the Law:

1.1.1 without prejudice to any rights attached to any issued shares, any share may be issued with such rights or restrictions as the company may by special resolution determine and the company may issue fractions of shares and any such share shall rank pari passu in all respects with the other shares of the same class issued by the company;

1.1.2 the company may:

1.1.2.1 issue, or

1.1.2.2 convert any existing non-redeemable shares, whether issued or not into, shares which are to be redeemed, or are liable to be redeemed at the option of the company or the shareholder, on such terms and in such manner as may be determined by special resolution; and

1.1.3 unissued shares shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons and on such terms as the directors think fit.

8.2 The company may exercise the powers of paying commissions conferred by the Law. Subject to the provisions of the Law, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

8.3 Except as required by law, no person shall be recognised by the company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

**9. Rights attaching to classes of shares.**

9.1 Where the capital of the company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by terms of issue of the shares of that class) be varied with the consent in writing of the holders of a majority in number of the issued shares of that class or with the sanction of an ordinary resolution passed at a separate meeting of the holders of the issued shares of that class.

9.2 The provisions of these articles relating to general meetings or to the proceedings at such general meetings, shall apply, mutatis mutandis, to each separate meeting held pursuant to article 3.1 above, save that the quorum shall be persons holding or representing by proxy not less than one-third in number of the issued shares of that class but provided that if at any adjourned meeting of such holders a quorum as above is not present those holders who are present shall be a quorum.

9.3 The special rights conferred upon holders of any shares or class of shares issued with preferred, deferred or other special rights shall (unless otherwise expressly provided by the terms of issue of such shares) be deemed not to be varied by the creation or issue of further shares or further classes of shares ranking pari passu with or behind such shares.

9.4 The company may, by altering its Memorandum of Association by special resolution, alter its share capital by any manner permitted by Law.

**10. Share certificates.**

10.1 Every holder, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal, or signed either by two directors or by one director and the secretary. Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

10.2 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

**11. Lien.**

11.1 The company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this article. The company's lien on a share shall extend to any amount payable in respect of it.

11.2 The company may sell, in such manner as the directors determine, any shares on which the company has a lien, if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.

11.3 To give effect to a sale of the shares pursuant to article 5.2, the directors may authorise some person to execute an instrument of transfer of the shares. The title of the transferee to the shares shall not be affected by an irregularity in or invalidity of the proceedings in reference to the sale.

11.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

**12. Calls on shares and Forfeiture.**

12.1 Subject to the terms of allotment, the directors may make calls upon the holders in respect of any moneys unpaid on their shares and each holder shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

12.2 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

12.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

12.4 If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share, or in the notice of the call, or at such rate not exceeding ten per cent per annum as the directors may determine, but the directors may waive payment of the interest wholly or in part.

12.5 An amount payable in respect of a share on allotment or at any fixed date, or as an instalment of a call, shall be deemed to be a call and, if it is not paid, the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call. The company may accept from a holder the whole or a part of the amount remaining unpaid on shares held by him, although no part of that amount has been called up.

12.6 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.

12.7 If a call remains unpaid after it has become due and payable, the directors may give to the person from whom it is due not less than 14 clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited.

12.8 If the notice referred to in article 6.7 is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

12.9 Subject to the provisions of the Law, a forfeited share may be sold, reallotted or otherwise disposed of on such terms and in such manner as the directors determine, either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the directors may authorise some person to execute an instrument of transfer of the share to that person.

12.10 A person, any of whose shares have been forfeited, shall cease to be a holder in respect of them and shall deliver to the company for cancellation the certificate for the shares forfeited, but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture, or at such rate not exceeding ten per cent per annum as the directors may determine, from the date of forfeiture until payment, but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

12.11 A declaration under oath by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

**13. Transfer of shares.**

13.1 The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the shares are fully paid, by or on behalf of the transferee.

13.2 The directors may refuse to register the transfer of a share which is not fully paid to a person of whom they do not approve and they may refuse to register the transfer of a share on which the company has a lien. They may also refuse to register a transfer unless the instrument of transfer:

2.1.1 is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;

2.1.2 is in respect of only one class of shares; and

2.1.3 is in favour of not more than four transferees.

13.3 If the directors refuse to register a transfer of a share, they shall within two months after the date on which the instrument of transfer was lodged with the company send to the transferor and the transferee notice of the refusal.

13.4 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding 30 clear days in any year) as the directors may determine.

13.5 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

13.6The company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

13.7 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares where such transfer is executed pursuant to, or for the purpose of enforcing, any security which has been granted over such shares and a certificate by the party to whom such security has been granted that the transfer was so executed shall be conclusive evidence of such fact.

**14. Transmission of shares.**

14.1 If a holder dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his interest; but nothing herein contained shall release the estate of a deceased holder from any liability in respect of any share which had been jointly held by him.

14.2 A person becoming entitled to a share in consequence of the death, incapacity or bankruptcy of a holder or otherwise by operation of law may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder, he shall give notice to the company to that effect. If he elects to have another person registered, he shall execute an instrument of transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the holder and the death, incapacity or bankruptcy of the holder had not occurred.

14.3 A person becoming entitled to a share in consequence of the death, incapacity or bankruptcy of a holder or otherwise by operation of law shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to be entitled to be sent any notice given pursuant to these articles (unless specifically provided for) or attend or vote at any meeting of the company or at any separate meeting of the holders of any class of shares in the company.

**15. Consolidation of shares.** Whenever as a result of a consolidation of shares any holders would become entitled to fractions of a share, the directors may, on behalf of those holders, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Law, the company) and distribute the net proceeds of sale in due proportion among those holders, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

**16. General meetings.**

16.1All general meetings other than annual general meetings shall be called extraordinary general meetings.

16.2The directors may call general meetings and, on the requisition of holders pursuant to the provisions of the Law, shall forthwith proceed to call a general meeting for a date not later than two months after the receipt of the requisition. If there are not sufficient directors to call a general meeting, any director or any holder may call such a meeting.

**17. Notice of general meetings.**

17.1 All general meetings, unless otherwise required by the Law, shall be called by at least 14 clear days' notice. A general meeting may be called by shorter notice if it is so agreed:

1.1.1 in the case of an annual general meeting, by all the holders entitled to attend and vote thereat; and

1.1.2 in the case of any other meeting, by a majority in number of the holders having a right to attend and vote at the meeting, being a majority together holding not less than 95% of the total voting rights of the holders who have that right.

17.2 The notice shall specify the day, time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

17.3 Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the holders, to all persons entitled to a share in consequence of the death, incapacity or bankruptcy of a holder and to the directors and auditors, if any.

17.4 The accidental omission to give notice of a meeting to, or the nonreceipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

**18. Proceedings at general meetings.**

18.1 No business shall be transacted at any meeting unless a quorum is present. The quorum shall be:

1.1.1 if all the issued shares are held by the same holder, one person being such holder present in person or by proxy; and

1.1.2 otherwise, two persons entitled to vote upon the business to be transacted, each being a holder present in person or by proxy.

18.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or such day, time and place as the directors may determine. If at such adjourned meeting a quorum is not present within five minutes from the time appointed for the holding of the meeting, those holders present in person or by proxy shall be a quorum.

18.3 The chairman, if any, of the board of directors, or in his absence some other director nominated by the directors, shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.

18.4 If no director is willing to act as chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, those holders present and entitled to be counted in a quorum shall choose one of their number to be chairman.

18.5 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares.

18.6 The chairman may, with the consent of a general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the general meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 clear days or more, at least 7 clear days' notice shall be given specifying the day, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

18.7A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Law, a poll may be demanded:

7.1.1 by the chairman; or

7.1.2 by at least two holders having the right to vote on the resolution; or

7.1.3 by a holder or holders representing not less than one-tenth of the total voting rights of all the holders having the right to vote on the resolution; or

7.1.4 by a holder or holders holding shares conferring a right to vote on the resolution being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right,

and a demand by a person as proxy for a holder shall be the same as a demand by the holder.

18.8 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

18.9The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

18.10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be holders) and fix a day, time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

18.11 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.

18.12 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such day, time and place as the chairman directs not being more than 30 clear days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn before the poll is taken, the meeting shall continue as if the demand had not been made.

18.13 No notice need be given of a poll not taken forthwith if the day, time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least 7 clear days' notice shall be given specifying the day, time and place at which the poll is to be taken.

**19. Votes of holders.**

19.1 Subject to any rights or restrictions attached to any shares, on a show of hands every holder who is present in person shall have one vote and on a poll every holder present in person or by proxy shall have one vote for every share of which he is the holder.

19.2 In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members.

19.3 A holder in respect of whom an order has been made by any court having jurisdiction (whether in Jersey or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator or other person authorised in that behalf appointed by that court, and any such receiver, curator or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place within Jersey as is specified in accordance with the articles for the deposit of instruments of proxy before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

19.4 No holder shall vote at any general meeting or at any separate meeting of the holders of any class of shares, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.

19.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

19.6 On a poll votes may be given either personally or by proxy. A holder may appoint more than one proxy to attend on the same occasion.

19.7 An instrument appointing a proxy shall be in writing in the usual form, or as approved by the directors, and shall be executed by or on behalf of the appointor.

19.8 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of that power of attorney or other authority certified as a true copy to the satisfaction of the secretary, shall be deposited at the office or such other place as is specified in the notice convening the meeting or any instrument of proxy sent out by the company within such time (not exceeding 48 hours) before the time for holding the meeting, or adjourned meeting, or for the taking of a poll at which the persons named in the instrument propose to vote as the directors may from time to time determine, and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

19.9 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless notice of the determination was received by the company at the office or at such other place at which the instrument of proxy was duly deposited (at least 48 hours) before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded, or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

**20. Corporations acting by representatives.**

20.1 Any corporation which is a holder may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any general meeting or at any meeting of a class of holders, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were a natural person who is a holder. A corporation present at any meeting by such representative shall be deemed for the purposes of these articles to be present in person.

20.2 Where a person is authorised to represent a body corporate at a general meeting of the company, the directors or the chairman of the meeting may require him to produce a certified copy of the resolution from which he derives his authority.

**21. Resolutions in writing.** Anything that may be done in accordance with the provisions of the Law by a resolution in writing signed by or on behalf of each holder is authorised by these articles without restriction. The directors may determine the manner in which resolutions shall be put to the holders pursuant to the terms of this article and, without prejudice to the discretion of the directors, provision may be made in the form of a resolution in writing for each holder to indicate how many of the votes which he would have been entitled to cast at a meeting to consider the resolution he wishes to cast in favour of or against such resolution, or to be treated as abstentions, and the result of any such resolution in writing need not be unanimous and shall be determined upon the same basis as on a poll.

**22. Number of directors.** The company may by ordinary resolution determine the maximum and minimum number of directors and unless and until it is so determined (or save where the Law otherwise provides), the minimum number of directors shall be two and the number of directors shall not be subject to any maximum.

**23. Alternate directors.**

23.1 Any director (other than an alternate director) may appoint any other director, or any other person, to be an alternate director and may remove from office an alternate director so appointed by him. An alternate director shall be entitled to attend, count in the quorum of and vote at any meeting of the directors and at all meetings of committees of directors of which his appointor is a member at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence, but shall not be entitled to receive any remuneration from the company for his services as an alternate director. It shall not be necessary to give notice of such a meeting to an alternate director.

23.2 An alternate director shall cease to be an alternate director if his appointor ceases to be a director, but, if a director is reappointed, any appointment of an alternate director made by him which is in force immediately prior to his reappointment shall continue after his reappointment.

23.3 Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors.

23.4 Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

**24. Powers of directors.**

24.1 Subject to the provisions of the Law, the memorandum and the articles and any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

24.2 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers A director who has been appointed to act as a sole director may exercise all the powers of the company.

**25. Delegation of directors' powers.**

25.1 The directors may delegate any of their powers to any committee consisting of two or more directors and (if thought fit) one or more other persons, but a majority of the members of the committee shall be directors. No resolution of the committee shall be effective unless a majority of those present when it is passed are directors. The directors may also delegate to any managing director or any director (whether holding any other executive office or not) such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

**26. Appointment of directors.**

26.1 The first directors of the company shall be appointed in writing by the subscribers of the memorandum or a majority of them.

26.2 The company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

26.3 The directors may (without sanction of the company in general meeting) appoint a person who is willing to act as a director, either to fill a vacancy or as an additional director.

**27. Disqualification and Removal of directors.**

27.1 The office of a director shall be vacated if:

1.1.1 he ceases to be a director by virtue of any provision of the Law or he becomes prohibited by law from or disqualified for being a director; or

1.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

1.1.3 he resigns his office by giving written notice to the company at the office (which notice shall be effective from such date as may be specified in such notice or if no date is specified upon delivery to the office); or

1.1.4 the company so resolves by ordinary resolution.

**28. Remuneration of directors.** The directors shall be entitled to such remuneration as the company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

**29. Directors' expenses.** The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with the discharge of their duties.

**30. Directors' appointments and Interests.**

30.1 Subject to the provisions of the Law, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company.

30.2 Subject to the provisions of the Law, and provided that he has disclosed to the directors the nature and extent of any material interests of his, a director notwithstanding his office:

2.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested;

2.1.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body

corporate promoted by the company or in which the company is otherwise interested; and

2.1.3 shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment, or from any such transaction or arrangement, or from any interest in any such body corporate, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

30.3 For the purposes of these articles:

3.1.1 a general notice given by or on behalf of a director to the directors (or the holders where appropriate) that such director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

3.1.2 disclosure of a sole director's interest in any transaction or arrangement shall be made by written notice given by or on behalf of that director to the secretary prior to any decision being made as to whether or not the company should enter into the relevant transaction or arrangement; and

3.1.3 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

**31. Directors' gratuities and Pensions.** The directors may resolve that the company shall provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or who was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

**32. Proceedings of directors.**

32.1 Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. Questions arising at such a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

32.2 Where the company has more than one director, the quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If the company has a sole director, the transaction of the business by the sole director shall be by way or resolution in writing signed by the sole director.

32.3 Any director enabled to participate in the proceedings of a meeting of the directors by means of a telecommunication device (including a telephone) which allows all of the other directors present at such meeting to hear at all times such director and such director to hear at all times all other directors present at such meeting (in each case whether in person or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when calculating a quorum. Where all of the directors who participate in a meeting participate in the proceedings of a meeting by means of a telecommunications device (including a telephone), the Chairman may at his discretion determine the geographic location at which the meeting is deemed to have taken place.

32.4 Save where the company has a sole director, the directors may act notwithstanding any vacancies in their number but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting to appoint directors.

32.5 The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. If there is no director holding that office, of if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

32.6 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director or alternate director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or alternate director or that any of them were disqualified for holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director or alternate director and had been entitled to vote.

32.7 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held, and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

32.8 Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company unless he has disclosed the nature and

extent of his interests in accordance with the Law, in which case he shall be entitled to vote and be counted in the quorum in respect of any such resolution.

32.9 Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the company or any body corporate in which the company is interested, the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

32.10 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

**33. Secretary.** Subject to the provisions of the Law, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

**34. Minutes.** The directors shall cause minutes to be made in books kept for the purpose in accordance with the Law.

**35. The seal.**

35.1 The directors may at any time resolve that the company shall have or shall cease to have a common seal. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by two directors or by a director and the secretary. Subject to the provisions of the Law, the directors may resolve to have or cease to have:

1.1.1 an official seal for use in any country territory or place outside of Jersey, which shall be a copy of the common seal of the company. Any such official seal shall in addition bear either the name of the country, territory or place in which it is to be used or the words "branch seal"; and

1.1.2 an official seal for use only in connection with the sealing of securities issued by the company and such official seal shall be a copy of the common seal of the company but shall in addition bear the words "securities".

**36. Dividends.**

36.1 Subject to the provisions of the Law, the company may by ordinary resolution declare dividends in accordance with the respective rights of the holders, but no dividend shall exceed the amount recommended by the directors.

36.2 Subject to the provisions of the Law, the directors may pay interim dividends if it appears to them that they are justified by the financial resources of the company available for distribution under the Law. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate, if it appears to them that the financial resources available for distribution under the Law justify payment. Provided the directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or nonpreferred rights.

36.3 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

36.4 A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets, and may determine that cash shall be paid to any holder upon the footing of the value so fixed in order to adjust the rights of holders, and may vest any assets in trustees.

36.5 Any dividend or other moneys payable in respect of a share may be paid by cheque or by warrant sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque or warrant shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque or warrant shall be a good discharge to the company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.

36.6 No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.

36.7 Any dividend which has remained unclaimed for 10 years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company.

**37. Accounts and audit.**

37.1 No holder shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by law or authorised by the directors or by ordinary resolution of the company.

37.2 The company in general meeting may appoint auditors to examine the accounts and report thereon in accordance with the Law.

**38. Capitalisation of profits.**

38.1The directors may with the authority of an ordinary resolution of the company:

1.1.1 subject as hereinafter provided, resolve to capitalise any undivided profits of the company not required for paying any preferential dividend (whether or not they are available for distribution);

1.1.2 appropriate the sum resolved to be capitalised to the holders in proportion to the number of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were distributable and were distributed by way of dividend, and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up and allotting unissued shares or debentures of the company of an amount equal to that sum, and allot the shares or debentures credited as partly or fully paid to those holders, or as they may direct, in those proportions, or partly in one way and partly in the other;

1.1.3 subject to the provisions of the Law and in so far as the Law allows, make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this article in fractions; and

1.1.4 authorise any person to enter on behalf of all the holders concerned into an agreement with the company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such holders.

**39. Notices.**

39.1 Any notice to be given to or by any person pursuant to the articles shall be in writing and may be given by email or any other electronic method except that a notice calling a meeting of the directors need not be in writing.

39.2 A holder shall be entitled to receive any notice to be given to him pursuant to the articles notwithstanding that his registered address is not within the British Islands. The company may give notice to a holder either personally or by sending it by post in a prepaid envelope addressed to the holder at his registered address or by leaving it at that address or by emailing the notice to the holder's electronic address last notified to the company by the holder. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

39.3 A holder present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

39.4 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from which he derives his title.

39.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. Electronic communication of a notice (properly addressed and dispatched to the holder's electronic address last notified by the holder to the company in writing) is given or deemed to have been given at the time the electronic notice leaves the information system of the company or the information system any other person sending the notice on the company's behalf (as the case may be).

39.6 A notice may be given by the company to the persons entitled to a share in consequence of the death, incapacity or bankruptcy of a holder by sending or delivering it, in any manner authorised by the articles for the giving of notice to a holder, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or curator of the holder or by any like description at the address supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death, incapacity or bankruptcy had not occurred. If more than one person would be entitled to receive a notice in consequence of the death, incapacity or bankruptcy of a holder, notice given to any one of such persons shall be sufficient notice to all such persons.

**40. Winding up.** If the company is wound up, the company may, with the sanction of a special resolution and any other sanction required by the Law, divide the whole or any part of the assets of the company among the holders in specie and the liquidator or, where there is no liquidator, the directors may, for that purpose, value any assets and determine how the division shall be carried out as between the holders or different classes of holders, and with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the holders as he with the like sanction determines, but no holder shall be compelled to accept any assets upon which there is a liability.

**41. Indemnity.** In so far as the Law allows, every present or former officer of the company (including without limitation any alternate director, secretary or director of the company) shall be indemnified out of the assets of the company against any loss or liability incurred by him by reason of being or having been such an officer. The directors, may without sanction of the company in general meeting authorize the purchase or maintenance by the company for any officer or former officer of the company (including without limitation any alternate director, secretary or director of the company) and any agent or employee of the company of any insurance as is permitted by the Law in respect of any liability which would otherwise attach to such officer or former officer of the company (including without limitation any alternate director, secretary or director of the company) and any agent or employee of the company.

3. Décision de constater que les membres actuellement en fonction du conseil d'administration de la Société après la réalisation du transfert resteront en fonction.

4. Nomination de M. Ian Crosby, né le 27 octobre 1961 en Afrique du Sud ayant son adresse professionnelle à Clairmont, Rue de Bas, St Lawrence, Jersey, îles de la Manche, JE1 4HH et de M. Niall McCallum, né le 7 mai 1962 à Jersey et ayant son adresse professionnelle à La Fontenelle, Rue de Samares, St Clements, Jersey, îles de la Manche, JE2 6LS en tant que nouveaux membres du conseil d'administration et Regal Trustees Limited, une limited company, constituée sous les lois de Jersey et enregistrée auprès de la Jersey Financial Services Commission sous le numéro 46903 ayant son siège social à Sir Walter Raleigh House, 48/50 Esplanade, St Helier, Jersey, JE1 4HH en tant que company secretary; ces nominations devenant effectives à partir de la Date de Prise d'Effet;

5. Instruction a été donnée à tout membre du conseil d'administration de la Société, chacun d'eux agissant individuellement, avec plein pouvoir de substitution, de prendre les mesures nécessaires et de signer tout document requis afin d'immatriculer la Société auprès du Registry of Companies à Jersey et instruction a également été donnée à tout membre du conseil d'administration en fonction à la date des présents, chacun d'eux agissant individuellement, avec plein pouvoir de substitution, de prendre toutes les mesures et faire toutes choses qui soient nécessaires afin que soient mises en œuvre les décisions précédentes ainsi que d'exécuter tout document (incluant tous actes notariés) requis en vertu des résolutions précédentes et en particulier de rendre le Transfert effectif et opposable aux tiers y compris de faire dûment constater l'immatriculation auprès du Registry of Companies à Jersey par-devant un notaire de son choix à Luxembourg.

Suite à quoi les décisions suivantes ont été prises:

*Première résolution*

Il a été décidé de transférer le siège social et le siège de l'administration centrale de la Société de Luxembourg à Jersey (le «Transfert») et suite au changement de la nationalité de la Société, le Transfert du siège social et le changement de nationalité de la Société deviendront effectifs à la Date de Prise d'Effet (tel que définit à l'ordre du jour ci-dessus).

Il a été constaté qu'à la suite du Transfert, la Société sera soumise aux lois de Jersey et deviendra, à partir de la Date de Prise d'Effet et de l'émission du certificat de continuation par la Jersey Financial Services Commission, une personne morale gouvernée par et soumise aux lois de Jersey sans que l'existence légale ou la personnalité juridique de la Société ne soit affectée en aucune manière.

*Deuxième résolution*

Il a été décidé qu'à la Date de Prise d'Effet, le memorandum of association et les Statuts seront adoptés tel qu'indiqué au point 2 de l'ordre du jour.

*Troisième résolution*

Il a été décidé de constater que les membres actuellement en fonction du conseil d'administration de la Société resteront en fonction après la réalisation du Transfert.

*Quatrième résolution*

Il a été décidé de nommer M. Ian Crosby, né le 27 octobre 1961 en Afrique du Sud et ayant son adresse professionnelle à Clairmont, Rue de Bas, St Lawrence, Jersey, îles de la Manche, JE1 4HH et de M. Niall McCallum, né le 7 mai 1962 à Jersey et ayant son adresse professionnelle à La Fontenelle, Rue de Samares, St Clements, îles de la Manche, Jersey, JE2 6LS en tant que nouveaux membres du conseil d'administration et Regal Trustees Limited, une limited company, constituée sous les lois de Jersey et enregistrée auprès de la Jersey Financial Services Commission sous le numéro 46903 ayant son siège social à Sir Walter Raleigh House, 48/50 Esplanade, St Helier, Jersey, JE1 4HH en tant que company secretary; ces nominations prendront effet à partir de la Date de Prise d'Effet.

*Cinquième résolution*

Instruction a été donnée à tout membre du conseil d'administration de la Société, chacun d'eux agissant individuellement, avec plein pouvoir de substitution, de prendre les mesures nécessaires et de signer tout document requis afin d'immatriculer la Société auprès du Registry of Companies à Jersey et instruction a également été donnée à tout membre du conseil en fonction à la date des présents, chacun d'eux agissant individuellement, avec plein pouvoir de substitution, de prendre toutes les mesures et faire toutes choses qui soient nécessaires afin que soient mises en œuvre les décisions précédentes ainsi que d'exécuter tout document (incluant tous actes notariés) requis en vertu des décisions précédentes

et en particulier de rendre le Transfert effectif et opposable aux tiers y compris faire dûment constater l'immatriculation auprès du Registry of Companies à Jersey par-devant un notaire de son choix à Luxembourg.

*Dépenses*

Les coûts, dépenses, rémunération ou charges, sous quelque forme que ce soit, qui incombent la Société en raison du présent acte sont estimés à EUR 2.000,.

Le notaire soussigné, qui comprend et parle l'anglais, déclare par les présentes qu'à la demande de la personne comparante, le présent acte est rédigé en anglais suivi d'une traduction française; à la demande de la même personne comparante, en cas de divergences entre les versions anglaise et française, la version anglaise prévaudra.

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

Après lecture faite, la partie comparante a signé avec le notaire le présent acte.

Signé: A. BRAMAO et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 18 octobre 2010. Relation: LAC/2010/45503. Reçu douze euros (12.-EUR)

*Le Receveur* (signé): F. SANDT.

- POUR EXPEDITION CONFORME, délivrée à la société sur demande.

Luxembourg, le 9 novembre 2010.

Référence de publication: 2010149654/1356.

(100171953) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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

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

R.C.S. Luxembourg B 24.436.

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Conformément aux dispositions de l'article 64 (2) de la loi modifiée du 10 août 1915 sur les sociétés commerciales, les Administrateurs proposent d'élire en leur sein un président en la personne de Madame Isabelle SCHUL. Cette dernière assumera cette fonction pendant la durée de son mandat qui viendra à échéance lors de l'Assemblée Générale Statutaire de l'an 2016.

Luxembourg, le 27 mars 2010.

PALMERI HOLDING S.A.

A. BOULHAIS / I. SCHUL

*Administrateur / Administrateur et Président du Conseil d'Administration*

Référence de publication: 2010149810/15.

(100171815) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Lion/Katsu Investments S.à r.l., Société à responsabilité limitée.**

**Capital social: GBP 461.125,00.**

Siège social: L-1931 Luxembourg, 13-15, avenue de la Liberté.

R.C.S. Luxembourg B 104.962.

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*Extrait des Résolutions des associés du 12 novembre 2010*

Les associés de la Société, ont décidé comme suit:

- d'accepter la démission de Monsieur Paul Lamberts en tant que gérant de catégorie B, et ce avec effet immédiat;

- de nommer Monsieur Richard Brekelmans, né le 12 septembre 1960 à Amsterdam, Pays-Bas, résidant professionnellement au 13-15, avenue de la Liberté, L-1931 Luxembourg, en tant que gérant de catégorie B de la Société, avec effet immédiat et ce pour une période indéterminé;

- d'accepter la démission de Monsieur Alex Benoy en tant que Commissaire aux comptes;

- de nommer la société à responsabilité limitée KPMG Audit, avec siège social au 9, Allée Scheffer, L-2520 Luxembourg, enregistré auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 103.590, en tant que réviseur d'entreprises agréé de la Société, avec effet rétroactif au 1 janvier 2007 jusqu'à l'assemblée générale approuvant les états financiers au 31 décembre 2010.

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

Luxembourg, le 12 novembre 2010.
Richard Brekelmans
*Mandataire*

Référence de publication: 2010152076/23.

(100173662) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 novembre 2010.

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

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

Siège social: L-2163 Luxembourg, 35, avenue Monterey.

R.C.S. Luxembourg B 120.989.

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Les comptes 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 Paramount Holding S.à r.l.*

Référence de publication: 2010149811/11.

(100172103) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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

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

Siège social: L-2163 Luxembourg, 35, avenue Monterey.

R.C.S. Luxembourg B 120.989.

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EXTRAIT

Il est à noter que les associés: Barelco Group S.A., Barette Properties S.A., BAYWATER ASSETS LTD, Bumaco S.A. et YARNWORTH PROPERTIES S.A. ont changés d'adresse professionnelle et sont établis à Mill Mail, Suite 6, Wickhams Cay 1, Tortola, British Virgin Islands.

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

*Pour la société*
*Un mandataire*

Référence de publication: 2010149812/15.

(100172479) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**SL Aviation Group, S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.

R.C.S. Luxembourg B 142.357.

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*Extrait des résolutions prises par l'assemblée générale extraordinaire de la société en date du 15 novembre 2010 (L' "Assemblée")*

L'Assemblée accepte la démission de Federigo Cannizzaro di Belmontino en tant que gérant de classe B de la société avec effet au 28 juillet 2010.

L'Assemblée accepte les démissions d'Alexis Kamarowsky et de Jean-Marc Debaty en tant que gérants de classe B de la Société avec effet au 15 novembre 2010.

L'Assemblée décide de nommer en tant que nouveaux gérants de classe B de la Société, avec effet immédiat et pour une durée indéterminée:

- Alain Koch, né le 18 août 1965 à Esch-sur-Alzette, Luxembourg, avec adresse professionnelle au 9B, Boulevard Prince Henri, L-1724 Luxembourg;

- James Macdonald, né le 4 février 1950 à Edimbourg, Royaume-Uni, avec adresse professionnelle au 9B, Boulevard Prince Henri, L-1724 Luxembourg;

- Michael R. Kidd, né le 18 avril 1960 à Basingstoke, Hampshire, Royaume Uni, avec adresse professionnelle au 15, rue Edward Steichen, L-2540 Luxembourg.

A Luxembourg, le 16 novembre 2010.
Pour extrait conforme
Signatures

Référence de publication: 2010151935/25.
(100174388) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 novembre 2010.

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**PE Financing No. 5 (Luxembourg) S.A., Société Anonyme.**

Siège social: L-2450 Luxembourg, 15, boulevard Roosevelt.
R.C.S. Luxembourg B 136.541.

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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, le 10 novembre 2010.
FIDUCIAIRE FERNAND FABER
Signature

Référence de publication: 2010149813/12.
(100171887) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**PE Financing No. 5 (Luxembourg) S.A., Société Anonyme.**

Siège social: L-2450 Luxembourg, 15, boulevard Roosevelt.
R.C.S. Luxembourg B 136.541.

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Le bilan au 31.12.2008 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 10 novembre 2010.
FIDUCIAIRE FERNAND FABER
Signature

Référence de publication: 2010149814/12.
(100171888) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Main Properties S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-2347 Luxembourg, 1, rue du Potager.
R.C.S. Luxembourg B 96.986.

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*Extrait des résolutions prises lors de l'assemblée générale des actionnaires de la Société tenue en date du 10 novembre 2010*

En date du 10 novembre 2010, l'assemblée générale des actionnaires de la Société a pris les résolutions suivantes:

- d'accepter la démission de Monsieur Charles BLACKBURN de son mandat de gérant de la Société avec effet immédiat;

- de nommer Madame Apwinder SUMAL, née le 29 juin 1978 à Coventry, Royaume-Uni, ayant comme adresse professionnelle: 1, Great Winchester Street, EC2N 2DB Londres, Royaume-Uni en tant que nouveau gérant de la Société avec effet immédiat et ce pour une durée indéterminée.

Depuis lors, le conseil de gérance de la Société se compose des personnes suivantes:

Monsieur Jean-Michel HAMELLE

Madame Jennifer LEE

Monsieur David VAN STEENKISTE

Monsieur David A. REUBEN

Madame Apwinder SUMAL

*Mise à jour*

Les sièges sociaux des associés cités ci-après ont été transférés de la manière suivante:

- ECO Luxembourg S.à r.l.: 5, rue Guillaume Kroll, L-1882 Luxembourg

- ECR Luxembourg S.à r.l.: 5, rue Guillaume Kroll, L-1882 Luxembourg

- Marvico Investments Limited: 2, Prodromou & Zinosos Kitieos street, 2064 Nicosie, Chypre

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

Luxembourg, le 11 novembre 2010.
Main Properties S.à r.l.
Signature

Référence de publication: 2010150971/29.

(100173484) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 novembre 2010.

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**Peonia Investments S.A., Société Anonyme.**

Siège social: L-1449 Luxembourg, 4, rue de l'Eau.

R.C.S. Luxembourg B 92.060.

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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.

PEONIA INVESTMENTS S.A.
Signatures

Référence de publication: 2010149815/11.

(100172491) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**DH Real Estate Austria S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 242.450,00.**

Siège social: L-2449 Luxembourg, 28, boulevard Royal.

R.C.S. Luxembourg B 78.929.

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En date du 28 novembre 2006, les cessions de parts suivantes ont eu lieu:

- l'associé DH Real Estate Luxembourg S.à r.l., avec siège social au 28, Boulevard Royal, L-2449 Luxembourg, a cédé:

* 6454 parts sociales à DHCRE Nominees 1 Limited avec siège social au 45, Pali Mall, SW1Y 5JG, Londres, Royaume Uni qui les acquiert.

* 1075 parts sociales à DHCRE Nominees 2 Limited avec siège social au 45, Pali Mall, SW1Y 5JG, Londres, Royaume Uni qui les acquiert.

* 783 parts sociales à DHCRE Nominees 3 Limited avec siège social au 45, Pali Mall, SW1Y 5JG, Londres, Royaume Uni qui les acquiert.

* 1151 parts sociales à DHCRE Nominees 4 Limited avec siège social au 45, Pali Mall, SW1Y 5JG, Londres, Royaume Uni qui les acquiert.

* 235 parts sociales à Officers Nominees Limited avec siège social au 45, Pali Mall, SW1Y 5JG, Londres, Royaume Uni qui les acquiert.

En conséquence, les associés de la société sont les suivants:

- DHCRE Nominees 1 Limited, précité, détient 6454 parts sociales
- DHCRE Nominees 2 Limited, précité, détient 1075 parts sociales
- DHCRE Nominees 3 Limited, précité, détient 783 parts sociales
- DHCRE Nominees 4 Limited, précité, détient 1151 parts sociales
- Officers Nominees Limited, précité, détient 235 parts sociales

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 8 novembre 2010.

Référence de publication: 2010150824/28.

(100173513) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 novembre 2010.

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**Piki S.àr.l., Société à responsabilité limitée.**

Siège social: L-6917 Roodt-sur-Syre, Am Grund.

R.C.S. Luxembourg B 116.765.

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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 9 novembre 2010. Signature.

Référence de publication: 2010149816/10.

(100172158) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

**Pilota S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 75.659.

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*Extrait du procès-verbal de l'assemblée générale ordinaire tenue de manière extraordinaire le 11 novembre 2010.*

*Résolution:*

Le mandat du commissaire aux comptes venant à échéance, l'assemblée décide de le réélire pour la période expirant tors de l'assemblée générale statuant sur les comptes de l'exercice clôturé au 31 décembre 2010 comme suit:

*Commissaire aux Comptes:*

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

Société Européenne de Banque
Société Anonyme
*Banque Domiciliataire*
Signatures

Référence de publication: 2010149818/17.

(100172310) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Pinatubo S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 44.453.

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*Extrait des résolutions prises lors de l'Assemblée Générale ordinaire du 4 novembre 2010*

L'Assemblée renouvelle les mandats d'administrateur de Monsieur Gilles JACQUET, employé privé, avec adresse professionnelle 40, avenue Monterey à L-2163 Luxembourg, de Lux Konzern S.à.r.l., ayant son siège social 40, avenue Monterey à L-2163 Luxembourg et de Lux Business Management S.à.r.l., ayant son siège social 40, avenue Monterey à L-2163 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 4 novembre 2010.

Pour extrait conforme
*Pour la société*
*Un mandataire*

Référence de publication: 2010149819/18.

(100172123) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**GSCP VI Tanker Holdings S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 20.000,00.**

Siège social: L-1536 Luxembourg, 2, rue du Fossé.

R.C.S. Luxembourg B 132.932.

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L'assemblée générale ordinaire des actionnaires, tenue en date du 1 er novembre 2010, a décidé d'accepter:

- la démission de Christophe Cahuzac en qualité de gérant de la Société avec effet au 2 août 2010.

- La nomination avec effet au 2 août 2010 et pour une durée indéterminée, en qualité de gérant de la Société de Nicole Götz, née à Brackenheim (Allemagne) le 4 Juin 1967, et ayant son adresse professionnelle au 2, rue du Fossé, L-1536 Luxembourg.

- la démission de Gerard Meijssen en qualité de gérant de la Société avec effet au 1 er novembre 2010.

- La nomination avec effet au 1 er novembre 2010 et pour une durée indéterminée, en qualité de gérant de la Société, de Fabrice Hablot, né à Brest (France) le 23 mars 1978, et résidant professionnellement au 2, rue du Fossé, L-1536 Luxembourg.

Le Conseil de Gérance sera, à partir du 1 er novembre 2010, composé comme suit:

- Nicole GÖTZ, gérant
- Maxime NINO, gérant
- Michael FURTH, gérant

- Fabrice HABLOT, gérant
- Véronique MENARD, gérant

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

*Pour la Société*
Maxime Nino
*Gérant*

Référence de publication: 2010151367/27.

(100172740) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 novembre 2010.

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**Pinatubo S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 44.453.

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Le bilan de la société au 30 juin 2010 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

*Pour la société*
*Un mandataire*

Référence de publication: 2010149820/11.

(100172124) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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

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

R.C.S. Luxembourg B 53.376.

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

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

Luxembourg, le 10 novembre 2010.
Pour copie conforme
*Pour la société*
Maître Carlo WERSANDT
*Notaire*

Référence de publication: 2010149822/14.

(100171846) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Portmann-Lux S.A., Société Anonyme.**

Siège social: L-3378 Livange, rue de Turi.

R.C.S. Luxembourg B 103.232.

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

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

Référence de publication: 2010149824/9.

(100172433) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Quantum Potes S.A., Société Anonyme.**

Siège social: L-2210 Luxembourg, 38, boulevard Napoléon Ier.

R.C.S. Luxembourg B 74.396.

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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: 2010149828/9.

(100171986) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

**Long Wave S.A., Société Anonyme.**

Siège social: L-2449 Luxembourg, 3, Boulevard Royal.

R.C.S. Luxembourg B 113.144.

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EXTRAIT

Il résulte des décisions prises par l'Assemblée générale ordinaire des actionnaires tenue en date du 29 octobre 2010 que:

- Monsieur Philippe SETTON, banquier, demeurant professionnellement à Genève (Suisse), Monsieur Lorenzo PIAGET, conseiller fiscal, demeurant à Lausanne (Suisse), Monsieur Gérald CALAME, comptable, demeurant à Genève (Suisse) et Maître Marianne GOEBEL, avocat, demeurant à Luxembourg ont été reconduits aux fonctions d'administrateurs de la société.

- la société BDO Compagnie Fiduciaire S.A., ayant son siège social à L-1653 Luxembourg, 2, avenue Charles De Gaulle, a été reconduite aux fonctions de commissaires aux comptes de la société.

La durée du mandat des administrateurs et du commissaire aux comptes sera d'un an et prendra fin à l'issue de l'Assemblée générale des actionnaires qui se tiendra en 2011.

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

Luxembourg, le 15 novembre 2010.

*Pour la société*

Signature

*Un mandataire*

Référence de publication: 2010152082/23.

(100173592) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 novembre 2010.

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**Trave Properties S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-2347 Luxembourg, 1, rue du Potager.

R.C.S. Luxembourg B 115.121.

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*Extrait des résolutions prises lors de l'assemblée générale des actionnaires de la Société tenue en date du 10 novembre 2010*

En date du 10 novembre 2010, l'assemblée générale des actionnaires de la Société a pris les résolutions suivantes:

- d'accepter la démission de Monsieur Charles BLACKBURN de son mandat de gérant de la Société avec effet immédiat;

- de nommer Madame Apwinder SUMAL, née le 29 juin 1978 à Coventry, Royaume-Uni, ayant comme adresse professionnelle: 1, Great Winchester Street, EC2N 2DB Londres, Royaume-Uni en tant que nouveau gérant de la Société avec effet immédiat et ce pour une durée indéterminée.

Depuis lors, le conseil de gérance de la Société se compose des personnes suivantes:

Monsieur Jean-Michel HAMELLE

Madame Jennifer LEE

Monsieur David VAN STEENKISTE

Monsieur David A. REUBEN

Madame Apwinder SUMAL

*Mise à jour*

Les sièges sociaux des associés cités ci-après ont été transférés de la manière suivante:

- ECO Luxembourg S.à r.l.: 5, rue Guillaume Kroll, L-1882 Luxembourg

- ECR Luxembourg S.à r.l.: 5, rue Guillaume Kroll, L-1882 Luxembourg

- Marvico Investments Limited: 2, Prodromou & Zinosos Kitieos street, 2064 Nicosie, Chypre

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

Luxembourg, le 11 novembre 2010.

Trave Properties S.à r.l.

Signature

Référence de publication: 2010151121/29.

(100173455) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 novembre 2010.

**Quarry S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 20.388.

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Les comptes annuels au 31 DECEMBRE 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.

FIDUCIAIRE CONTINENTALE S.A.

Référence de publication: 2010149829/10.

(100171982) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Rafael Productions S.à r.l., Société à responsabilité limitée.**

Siège social: L-9999 Wemperhardt, 4, Op der Haart.

R.C.S. Luxembourg B 155.436.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Esch-sur-Alzette, le 12 novembre 2010.

Référence de publication: 2010149831/10.

(100172303) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Ravenswood Luxembourg Sàrl, Société à responsabilité limitée.**

**Capital social: EUR 40.000,00.**

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

R.C.S. Luxembourg B 93.530.

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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 Ravenswood Luxembourg S.à r.l.*
*Un mandataire*

Référence de publication: 2010149834/12.

(100171811) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Real Financing S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-2163 Luxembourg, 35, avenue Monterey.

R.C.S. Luxembourg B 115.166.

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Les comptes 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 Real Financing S.à.r.l.*

Référence de publication: 2010149836/11.

(100172105) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Real Financing Two S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-2163 Luxembourg, 35, avenue Monterey.

R.C.S. Luxembourg B 123.422.

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Les comptes 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 Real Financing Two S.à.r.l.*

Référence de publication: 2010149837/11.

(100172106) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

**Realease Group, Société Anonyme.**

Siège social: L-8009 Strassen, 71, route d'Arlon.

R.C.S. Luxembourg B 52.601.

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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 12 novembre 2010.

*Pour la société*

Signature

*Un mandataire*

Référence de publication: 2010149838/13.

(100172462) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Reckitt Benckiser S.àr.l., Société à responsabilité limitée.**

Siège social: L-1840 Luxembourg, 39, boulevard Joseph II.

R.C.S. Luxembourg B 78.502.

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Les statuts coordonnés suivant l'acte n° 60094 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: 2010149841/10.

(100171838) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**RMFI S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 85.260.

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Les statuts coordonnés de la société ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 11 novembre 2010.

Référence de publication: 2010149842/10.

(100171848) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Rosen, Société à responsabilité limitée.**

Siège social: L-2449 Luxembourg, 25A, boulevard Royal.

R.C.S. Luxembourg B 123.477.

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

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

Référence de publication: 2010149843/9.

(100171845) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**RP Complex Holding S.à r.l., Société à responsabilité limitée,**

**(anc. RQ I S.à r.l.).**

Siège social: L-5365 Munsbach, 6C, Parc d'Activité Syrdall.

R.C.S. Luxembourg B 140.248.

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Koordinierte Statuten hinterlegt beim Handels- und Gesellschaftsregister Luxemburg.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Junglinster, den 12. November 2010.

*Für die Gesellschaft*

*Der Notar*

Référence de publication: 2010149844/13.

(100172443) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

**SCI Damo, Société Civile Immobilière.**

Siège social: L-8118 Bridel, 34, rue des Bouleaux.

R.C.S. Luxembourg E 1.309.

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CLÔTURE DE LIQUIDATION

*Extrait du procès-verbal de la réunion des associés du 31 décembre 2009*

Les associés décident à l'unanimité de dissoudre la société conformément à l'article 19 des statuts. Ils constatent que tous les actifs et passifs sont liquidés, clôturent la liquidation et mandatent le gérant d'effectuer toutes les formalités administratives afin de faire radier la société auprès du RCS Luxembourg.

Référence de publication: 2010149858/12.

(100172345) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Peakside European Holdco S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 929.100,00.**

Siège social: L-2540 Luxembourg, 18-20, rue Edward Steichen.

R.C.S. Luxembourg B 131.744.

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In the year two thousand and ten, on the fifth day of November.

Before us Maître Joseph ELVINGER, notary residing in Luxembourg.

There appeared:

Peakside Real Estate Fund I, L.P., a limited partnership company, incorporated and existing under the laws of the United Kingdom, having its registered office at 10, Upper Bank Street, London E14 5JJ, United Kingdom, registered with the Company Registrar of the United Kingdom under number LP12296,

here represented by Matteo Berloffa Spadafora, employee, professionally residing in Luxembourg, by virtue of a proxy given under private seal.

Said proxy with substitution, after signature "ne varietur" by the proxy holder and the undersigned notary, will remain attached to the present deed to be filed in the same time with the registration authorities.

The appearing party, acting in said capacity, has requested the undersigned notary to state:

- that it is the sole actual shareholder (the "Sole Shareholder") of Peakside European Holdco S.à r.l., a société à responsabilité limitée, incorporated by deed of Maître Henri Hellinckx on 19 July 2007 (the "Company"), published in the Recueil des Sociétés et Associations (the "Mémorial C"), under number 2357 on 19 October 2007. The articles of association (the "Articles") have been amended by deed of Maître Henri Hellinckx on 18 July 2008, published in the Mémorial C under number 2286 on 18 September 2008, by deed of Maître Martine Schaeffer on 15 January 2009, published in the Mémorial C under number 437 on 27 February 2009, by deed of of Maître Henri Hellinckx on 12 March 2009, published in the Mémorial C under number 833 on 17 April 2009, by deed of Maître Henri Hellinckx on 25 June 2009, published in the Mémorial C under number 1681 on 1 September 2009, and by deed of Maître Martine Schaeffer on 16 September 2010, not yet published under Memorial C.

- that the Sole Shareholder has deliberated upon the following agenda:

*Agenda*

1. To increase the issued share capital of the Company by the following amount:

Four hundred thousand Euros (EUR 400,000.-) by way of issuance of sixteen thousand (16,000) new ordinary shares with a nominal value of twenty five Euros (EUR 25.-), against a contribution in cash.

2. To amend the Articles of Incorporation of the Company, in order to reflect the above capital increase

- That the Sole Shareholder being the owner of twenty one thousand one hundred and sixty four (21,164) shares of the Company, has taken the following resolutions:

*First resolution*

The Sole Shareholder decides to increase the issued share capital of the Company by an amount of four hundred thousand Euros (EUR 400,000) by payment in cash so to bring it from its present amount of five hundred twenty nine thousand and one hundred Euros (EUR 529,100.-) to the amount of nine hundred twenty nine thousand and one hundred Euros (EUR 929,100.-) by the issuance of sixteen thousand (16,000) new ordinary shares with a nominal value of twenty five Euros (EUR 25.-) each, fully subscribed and paid up in cash by the Sole Shareholder so that the amount of four hundred thousand Euros (EUR 400,000.-) is available to the Company, proof of which was given to the undersigned notary.

*Second resolution*

As a consequence of the previous resolution, the Sole Shareholder decides to amend Article 6, alinea 1 of the Articles of Incorporation of the Company to read as follows:

„ **6.1.** The corporate capital of the Company is fixed at nine hundred twenty nine thousand and one hundred Euros (EUR 929,100.-) represented by thirty seven thousand one hundred and sixty four (37,164) shares with a nominal value of twenty five Euros (EUR 25.-) each, divided into (i) thirty six thousand five hundred (36,500) ordinary shares (the Ordinary Shares), (ii) thirty (30) class A "tracker" shares (in case of plurality, the Class A Shares and individually, a Class A Share), (iii) five hundred nineteen (519) class B "tracker" shares (in case of plurality, the Class B Shares and individually, a Class B Share), (iv) thirty-four (34) class E "tracker" shares (in case of plurality, the Class E Shares and individually, a Class E Share), (v) four (4) class G "tracker" shares (in case of plurality, the Class G Shares and individually, a Class G Share), (vi) twenty-four (24) class H "tracker" shares (in case of plurality, the Class H Shares and individually, a Class H Share), (vii) forty-seven (47) class I "tracker" shares (in case of plurality, the Class I Shares and individually, a Class I Share), (viii) four (4) class J "tracker" shares (in case of plurality, the Class J Shares and individually, a Class J Share) and (ix) two (2) class K "tracker" shares (in case of plurality, the Class K Shares and individually, a Class K Share), (collectively, the Tracker Shares, and individually, a Tracker Share) that will track the performance and returns of a particular identified asset or assets of the Company (the Designated Assets), which term shall be deemed to include not only the Designated Assets identified as such but also (i) the proceeds of sale of all or any part of such Designated Assets, (ii) any asset which may from time to time reasonably be regarded as having replaced in whole or in part such Designated Assets, including, for the avoidance of doubt, any proceeds of sale (whether in cash or otherwise) received in respect of any such Designated Assets, (iii) any asset acquired in respect of, or as a consequence of owning, any such Designated Assets, and (iv) any income distribution or capital distribution received by the Company in respect of, or in consequence of, owning such Designated Assets.

The Ordinary Shares and the Tracker Shares shall collectively and irrespectively of their class be designated as the Shares and individually and irrespectively of their class be designated as a Share. The holders of the shares are together referred to as the partners.

Each share entitles its holder to one vote.".

There being no further business, the meeting is terminated.

*Expenses*

The amount of the expenses, remunerations and charges, in any form whatsoever, to be borne by the present deed are estimated at approximately three thousand Euros.

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

The undersigned notary who speaks and understands English states herewith that the present deed is worded in English followed by a French translation.

On request of the appearing party and in case of divergences between the English and the French text, the English version will prevail.

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

**Suit la traduction en langue française du texte qui précède.**

L'an deux mille dix, le cinq novembre.

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

Ont comparu:

Peakside Real Estate Fund I, L.P, une société en commandite simple, constituée selon les lois du Royaume Uni, ayant son siège social au 10, Upper Bank Street, Londres E14 5JJ, Royaume Uni, enregistrée sous le numéro LP12296 du Company Registrar du Royaume Uni, ici représentée par Matteo Berloffa Spadafora, employé privé, demeurant professionnellement au Luxembourg, par procuration donnée sous seing privé,

Laquelle procuration avec substitution, après signature "ne varietur" par le mandataire et le notaire instrumentaire, demeurara annexée au présent acte pour être enregistrée en même temps.

La comparante, représentée comme dit-est, a requis le notaire instrumentant d'acter ce qui suit:

- qu'elle est l'associé unique de la société (l"Associé Unique") Peakside European Holdco S.à r.l., une société à responsabilité limitée unipersonnelle, constituée par acte de Maître Henri Hellinckx en date du 19 juillet 2007 (la "Société"), publié au Recueil des Sociétés et Associations (le "Mémorial C"), sous le numéro 2357 en date du 19 Octobre 2007. Lesquels status de la Société (les "Statuts") ont été amendés par acte du Maître Henri Hellinckx en date du 18 juillet 2008, publié au Mémorial C sous le numéro 2286 en date du 18 septembre 2008, par acte de Maître Martine Schaeffer en date du 15 janvier 2009, publié au Mémorial C sous le numéro 437 en date du 27 février 2009, par acte du Maître Henri Hellinckx en date du 12 mars 2009, publié au Mémorial C sous le numéro 833 en date du 17 avril 2009, par acte

du Maître Henri Hellinckx en date du 25 juin 2009, publié au Mémorial C sous le numéro 1681 en date du 1 er septembre 2009, et par acte du Maître Martine Schaeffer en date du 16 septembre 2010, non encore publié au Mémorial C.

- que l'Associé Unique a délibéré sur l'agenda suivant:

*Agenda*

1. D'augmenter le capital social de la société d'un montant de:

Quatre cent mille Euros (EUR 400,000.-) par émission de seize mille (16,000) nouvelles parts sociales ordinaires d'une valeur nominale de EUR 25.-(vingt-cinq Euros) chacune par apport en numéraire.

2. De modifier les Statuts, enfin de refléter l'augmentation de capital ci-dessus.

- Que l'Associé Unique étant propriétaire de 21,164 parts sociales de la Société a pris les décisions suivantes:

*Première résolution*

L' Associé Unique décide d'augmenter le capital social de la Société par un apport en numéraire de quatre cent mille Euros (EUR 400,000.-) pour le porter de son montant actuel de cinq cent vingt neuf mille et cent Euros (EUR 529,100.-) à un montant de neuf cent vingt neuf mille et cent Euros (EUR 929.100), par l'émission de seize mille (16,000) nouvelles parts sociales ordinaires d'une valeur nominale de vingt cinq (EUR 25.-) chacune, libérées entièrement et souscrites en numéraire par l'Associe Unique de sorte que ce montant de quatre cent mille Euros (EUR 400,000.-) est maintenant à la disposition de la Société, preuve ayant été donnée au notaire instrumentant.

*Deuxième résolution*

Suite aux résolutions précédentes, l'Associé Unique décide d'amender l'article 6, alinea 1 des Statuts comme suit:

«Le capital social de la Société est fixé à neuf cent vingt neuf mille et cent Euros (EUR 929,100.-), divisé en trente sept mille cent soixante quatre (37,164) parts sociales d'une valeur nominale de vingt cinq (EUR 25.-) chacune, divisées en (i) trente six mille cinq cents (36.500) parts sociales ordinaires (les Parts Ordinaires), (ii) trente (30) parts sociales «traçantes» de classe A de la Société (en cas de pluralité, les Parts Sociales de Classe A et individuellement une Part Sociale de Classe A) , (iii) cinq cent dix-neuf (519) parts sociales «traçantes» de classe B de la Société (en cas de pluralité, les Parts Sociales de Classe B et individuellement une Part Sociale de Classe B), (iv) trente-quatre (34) parts sociales «traçantes» de classe E de la Société (en cas de pluralité, les Parts Sociales de Classe E et individuellement une Part Sociale de Classe E), (v) quatre (4) parts sociales «traçantes» de classe G de la Société (en cas de pluralité, les Parts Sociales de Classe G et individuellement une Part Sociale de Classe G), (vi) vingt-quatre (24) parts sociales «traçantes» de classe H de la Société (en cas de pluralité, les Parts Sociales de Classe H et individuellement une Part Sociale de Classe H), (vii) quarante-sept (47) parts sociales «traçantes» de classe I de la Société (en cas de pluralité, les Parts Sociales de Classe I et individuellement une Part Sociale de Classe I), (viii) quatre (4) parts sociales «traçantes» de classe J de la Société (en cas de pluralité, les Parts Sociales de Classe J et individuellement une Part Sociale de Classe J) et (ix) deux (2) parts sociales «traçantes» de classe K de la Société (en cas de pluralité, les Parts Sociales de Classe K et individuellement une Part Sociale de Classe K) (collectivement, les Parts Sociales Traçantes et individuellement une Part Sociale Traçante) qui traceront la performance et le rendement d'un ou plusieurs actif(s) particulier(s) identifiés de la Société (les Actifs Désignés), ce terme qui sera réputé inclure non seulement les Actifs Désignés identifiés comme tels mais également (i) le produit de la vente de tout ou partie de ces Actifs Désignés (ii) tout actif qui pourra de temps à autre raisonnablement être regardé comme ayant remplacé en tout ou partie ces Actifs Désignés y compris, afin d'éviter tout doute, tout produit de vente (que ce soit en numéraire ou autre) reçu en relation avec ces Actifs Désignés (iii) tout actif acquis en relation avec, ou en conséquence de, la détention de ces Actifs Désignés et (iv) toute distribution de revenu ou de capital reçu par la Société en relation avec, ou en conséquence de, la détention de ces Actifs Désignés.

Les Parts Ordinaires et les Parts Sociales Traçantes seront collectivement et sans considération de leur classe désignées comme les Parts Sociales et individuellement et sans considération de leur classe désignées comme une Part Sociale. Il est fait référence aux détenteurs des Parts Sociales ensemble comme les associés.

Chaque part donne droit à son détenteur à un vote.»

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

*Frais*

Les frais, dépenses et rémunérations quelconques, incombant à la société et mis à sa charge en raison des présentes, sont évalués approximativement à la somme de trois mille Euros.

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

Le notaire soussigné qui comprend et parle la langue anglaise, constate que sur demande de la personne comparante, le présent acte est rédigé en langue anglaise, suivi d'une traduction française; sur demande de la même personne comparante, et en cas de divergences entre le texte français et le texte anglais, la version anglaise fera foi.

Lecture faite et interprétation donnée au mandataire de la partie comparante, connu du notaire par son nom et prénom, état et demeure, il a signé ensemble avec le notaire, le présent acte.

Signé: M. BERLOFFA SPADAFORA, J. ELVINGER.

Enregistré à Luxembourg A.C. le 08 novembre 2010. Relation: LAC/2010/48926. Reçu soixante-quinze euros (75.-€)

*Le Receveur* (signé): Francis SANDT.

POUR EXPEDITION CONFORME, délivrée à la société sur sa demande.

Luxembourg, le 11 novembre 2010.

Référence de publication: 2010150432/157.

(100173175) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 novembre 2010.

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**Shelby Holdings S.à r.l., Société à responsabilité limitée.**

Siège social: L-2430 Luxembourg, 34, rue Michel Rodange.

R.C.S. Luxembourg B 149.496.

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Les statuts coordonnés suivant l'acte n°60125 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: 2010149850/10.

(100172076) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**SistemApsys Financing S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.

R.C.S. Luxembourg B 135.487.

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EXTRAIT

En date du 11 novembre 2010, l'associé unique a pris la résolution suivante:

- Le siège social de la société est transféré du "12 rue Léon Thyes, L-2636 Luxembourg" au "15 rue Edward Steichen, 4 th floor, L-2540 Luxembourg".

Luxembourg, le 11 novembre 2010.

Pour extrait conforme

Ivo Hemelraad

Référence de publication: 2010149851/15.

(100171816) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**SALT Generics S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-1628 Luxembourg, 1, rue des Glacis.

R.C.S. Luxembourg B 132.367.

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EXTRAIT

Il résulte de l'assemblée générale ordinaire des associés de la Société en date du 11 novembre 2010 que le siège social de la Société a été transféré du 6, rue Guillaume Schneider L-2522 Luxembourg au 1, rue des Glacis, L-1628 Luxembourg avec effet au 11 novembre 2010.

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

Luxembourg, le 11 novembre 2010.

Pour extrait conforme

Référence de publication: 2010149853/15.

(100171821) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Tempus Corporation Holding S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 77.831.

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RECTIFICATIF

Suite à une erreur matérielle, l'extrait des résolutions prises par l'assemblée générale ordinaire tenue en date du 17 décembre 2007, déposé au registre du commerce et des sociétés de Luxembourg le 06/02/2008 sous la référence n° L080019907 doit être lu de la manière suivante:

"José Luis MONTEIRO CORREIA" au lieu et place de " José Luis MONTEIRO CORREIRA".

Pour avis sincère

*Pour la Société*

Référence de publication: 2010149890/14.

(100172284) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**S.E.I.I. Société Européenne d'Investissement Immobilier S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 41.930.

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L'an deux mille dix.

Le treize octobre.

Pardevant Maître Francis KESSELER, notaire de résidence à Esch-sur-Alzette (Grand-Duché de Luxembourg).

S'est réunie l'assemblée générale extraordinaire de la société anonyme "S.E.I.I. Société Européenne d'Investissement Immobilier S.A." ayant son siège social à L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, R.C.S. Luxembourg section B numéro 41930, constituée suivant acte reçu par Maître Frank BADEN, alors notaire de résidence à Luxembourg (Grand-Duché de Luxembourg), en date du 5 novembre 1992, publié au Mémorial C n° 46 du 1 er janvier 1993, dont les statuts ont été modifiés par acte sous seing-privé en date du 20 juillet 2001, publié au Mémorial C n° 147 du 28 janvier 2002.

Le capital social s'élève à un million trois cent soixante-huit mille six cent dix Euros et soixante-dix-huit Cents (EUR 1.368.610,78) représenté par deux millions six cent cinquante mille (2.650.000) actions sans désignation de valeur nominale.

L'assemblée est ouverte sous la présidence de Madame Sofia AFONSODA CHAO CONDE, employée privée, demeurant professionnellement à Esch-sur-Alzette, qui désigne comme secrétaire Madame Sophie HENRYON, employée privée, demeurant professionnellement à Esch-sur-Alzette.

L'assemblée choisit comme scrutateur Mademoiselle Claudia ROUCKERT, employée privée, demeurant professionnellement à Esch-sur-Alzette.

Le bureau ayant ainsi été constitué, Madame la Présidente expose et prie le notaire instrumentaire d'acter:

Que les actionnaires présents ou représentés à l'assemblée, les mandataires des actionnaires représentés et le nombre d'actions possédées par chacun d'eux ont été portés sur une liste de présence, laquelle, contrôlée et signée par les actionnaires présents, les mandataires de ceux représentés et par le notaire instrumentant, demeurera annexée au présent procès-verbal pour être soumise avec lui à la formalité de l'enregistrement

Les procurations des actionnaires représentés, après avoir été signés «ne varietur» par les comparants et le notaire instrumentant, demeureront annexées au présent procès-verbal pour être soumises avec lui à la formalité de l'enregistrement;

Qu'il résulte de ladite liste de présence que la présente assemblée réunissant l'intégralité du capital social est régulièrement constituée et peut délibérer valablement, telle qu'elle est constituée, sur les points portés à l'ordre du jour, qui est conçu comme suit:

*Ordre du jour:*

1 Résolution de dissoudre la société et de liquider ses avoirs.

2. Nomination de la société à responsabilité limitée "I.L.L. Services S.à r.l.", ayant son siège social à L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, R.C.S. Luxembourg B153141, comme liquidateur avec les pouvoirs les plus étendus prévus par les articles 144 à 148 de la loi sur les sociétés commerciales du 10 août 1915.

3. Décharge aux administrateurs et au commissaire pour l'exercice de leurs mandats respectifs.

Après délibération, l'assemblée prend à l'unanimité les résolutions suivantes:

*Première résolution*

L'assemblée décide de dissoudre la société et de liquider ses avoirs.

*Deuxième résolution*

L'assemblée désigne comme liquidateur de la société:

la société à responsabilité limitée "I.L.L. Services S.à r.l.", ayant son siège social à L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, R.C.S. Luxembourg B153141.

Le liquidateur est investi des pouvoirs les plus étendus prévus par la loi pour exécuter son mandat, et notamment par les articles 144 à 148 de la loi du 10 août 1915 sur les sociétés commerciales, sans devoir recourir à l'autorisation de l'assemblée générale dans le cas où cette autorisation est normalement requise.

*Troisième résolution*

L'assemblée donne décharge pleine et entière aux administrateurs de la société, à savoir Monsieur Philippe TOUSSAINT, président du conseil d'administration, Monsieur Xavier SOULARD et Maître Fabio GAGGINI, et au commissaire aux comptes de la société, à savoir la société à responsabilité limitée COMCOLUX S.à r.l., pour l'exécution de leurs mandats respectifs.

*Frais*

Le montant des frais, dépenses et rémunérations quelconques incombant à la société en raison des présentes s'élève approximativement à mille euros (€ 1.000,-).

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

DONT ACTE, fait et passé à Esch-sur-Alzette, date qu'en tête des présentes.

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

Signé: Conde, Henryon, Rouckert, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 15 octobre 2010. Relation: EAC/2010/12375. Reçu soixante-quinze euros 75,00 €

*Le Receveur* (signé): Santioni A.

POUR EXPEDITION CONFORME.

Référence de publication: 2010149847/68.

(100171824) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Santana Holding Spf S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.**

Siège social: L-2763 Luxembourg, 10, rue Sainte Zithe.

R.C.S. Luxembourg B 85.298.

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

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

Signature.

Référence de publication: 2010149854/10.

(100172332) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Santana Holding Spf S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.**

Siège social: L-2763 Luxembourg, 10, rue Sainte Zithe.

R.C.S. Luxembourg B 85.298.

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

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

Signature.

Référence de publication: 2010149855/10.

(100172333) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**SBF S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 108.036.

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

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

Société Européenne de Banque S.A.
Société Anonyme
*Banque domiciliataire*
Signatures

Référence de publication: 2010149856/13.

(100172311) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

**Holdingfin S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 45.902.

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*Extrait du procès-verbal de l'assemblée générale ordinaire tenue de manière extraordinaire le 15 novembre 2010*

*Résolutions*

L'assemblée, après lecture de la lettre de démission de sa fonctions d'administrateur de Madame Elisiana Pedone résidant professionnellement au 19-21, Boulevard du Prince Henri à L-1724 Luxembourg; l'assemblée décide d'accepter sa démission avec effet immédiat

L'assemblée nomme comme nouvel administrateur Madame Cristobalina Moron avec effet immédiat, employée privée, résidant professionnellement au 19-21, Boulevard du Prince Henri à L-1724 Luxembourg son mandat ayant comme échéance que celle de son prédécesseur.

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*
Signature

Référence de publication: 2010151759/21.

(100174372) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 novembre 2010.

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**SBF S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 108.036.

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*Extrait du procès-verbal de l'Assemblée Générale ordinaire tenue de manière extraordinaire le 27 juillet 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 clôturé au 31 décembre 2010 comme suit:

*Commissaire aux comptes:*

I.C. Dom-Com Sàrl, 69, rue de la Semois, L - 2533 Luxembourg.

Pour extrait conforme
Société Européenne de Banque
Société Anonyme
*Banque Domiciliataire*
Signatures

Référence de publication: 2010149857/18.

(100172451) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Sierra Leone Agriculture S.A., Société Anonyme.**

**Capital social: USD 88.200,00.**

Siège social: L-2163 Luxembourg, 35, avenue Monterey.

R.C.S. Luxembourg B 145.182.

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Les comptes 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 SIERRA LEONE AGRICULTURE S.A.*

Référence de publication: 2010149862/11.

(100172480) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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

Siège social: L-1449 Luxembourg, 4, rue de l'Eau.

R.C.S. Luxembourg B 82.422.

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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.

SILOM HOLDING S.A.
Signatures

Référence de publication: 2010149863/11.

(100172492) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Cubinvest, Société Anonyme.**

Siège social: L-2444 Luxembourg, 50, rue des Romains.

R.C.S. Luxembourg B 53.160.

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Il résulte de l'Assemblée Générale tenue en date du 28 décembre 2009:

- Monsieur MATAGNE Jacques demeurant à B-5600 PHILIPPEVILLE - Rue de l'Hôpital 3b - est reconduit dans ses fonctions d'administrateur à compter du 1 er janvier 2010 pour un mandat de six années prenant fin à l'issue de l'Assemblée Générale statuant en 2016.

Luxembourg, le 28 décembre 2009.
*Pour la Société*
MATAGNE Jacques

Référence de publication: 2010149936/14.

(100171529) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 novembre 2010.

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**Siria S.A., Société Anonyme.**

Siège social: L-1449 Luxembourg, 4, rue de l'Eau.

R.C.S. Luxembourg B 80.008.

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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.

SIRIA S.A.
Signatures

Référence de publication: 2010149866/11.

(100172493) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**DP Consulting Group S.A., Société Anonyme,**

**(anc. Solving and Planning S.A.).**

Siège social: L-1661 Luxembourg, 31, Grand-rue.

R.C.S. Luxembourg B 85.278.

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

Par-devant Maître Léonie GRETHEN, notaire de résidence à Luxembourg, en remplacement de Maître Joseph ELVINGER, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, actuellement empêché, lequel aura la garde de la présente minute.

Se réunit une assemblée générale extraordinaire des actionnaires de la société anonyme SOLVING AND PLANNING S.A., ayant son siège social à L1661 Luxembourg, 31, Grand-Rue, R.C.S. Luxembourg section B numéro 85.278, constituée suivant acte reçu le 14 décembre 2001, publié au Mémorial C, Recueil Spécial des Sociétés et Associations, numéro 601 du 18 avril 2002.

L'assemblée est présidée par Madame Rachel UHL, juriste, demeurant professionnellement à Luxembourg.

La présidente désigne comme secrétaire et l'assemblée choisit comme scrutateur Monsieur Hubert JANSSEN, juriste, demeurant professionnellement à Luxembourg.

La présidente prie le notaire d'acter que:

I.- Les actionnaires présents ou représentés et le nombre d'actions qu'ils détiennent sont renseignés sur une liste de présence. Cette liste et la procuration, une fois signées par les comparants et le notaire instrumentant, resteront ci-annexées pour être enregistrées avec l'acte.

II.- Il ressort de la liste de présence que les 5.000 (cinq mille) actions, représentant l'intégralité du capital social sont représentées à la présente assemblée générale extraordinaire, de sorte que l'assemblée peut décider valablement sur tous les points portés à l'ordre du jour, dont les actionnaires ont été préalablement informés.

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

*Ordre du jour:*

1.- Modification de la dénomination sociale de la société en «DP CONSULTING GROUP S.A.».

2.- Modification afférente de l'article 1 er des statuts.

3.- Démission de la société PPP Investments LLC et de la société Arias Management LLC de leur poste d'administrateur et nomination de Monsieur Stefano Giuffra, expert-comptable, né le 9 janvier 1963 à Rome, Italie, domicilié professionnellement au 31 Grand-Rue, L-1661 Luxembourg et de Monsieur Jérôme Girault, expert-comptable, né le 19 mai 1974 à Selestat, France, domicilié professionnellement au 31 Grand-Rue, L-1661 Luxembourg.

4.- Démission de la société CIFEX-COMPAGNIE FIDUCIAIRE D'EXPERTISE S.A., de son poste de commissaire aux comptes et nomination de la société Fidugec S.à r.l., ayant son siège social au 31 Grand-Rue, L-1661 Luxembourg.

5.- Divers.

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

*Première résolution*

Il est décidé de modifier la dénomination sociale de la société en «DP CONSULTING GROUP S.A.» et de modifier en conséquence l'article 1 er des statuts, pour lui donner la teneur suivante:

**Art. 1 er .** Il est constitué par les présentes entre les comparants et tous ceux qui deviendront propriétaires des actions ci-après créées une société anonyme luxembourgeoise, dénommée: "DP CONSULTING GROUP S.A.".

*Deuxième résolution*

Il est décidé d'accepter la démission de la société PPP Investments LLC et de la société Arias Management LLC de leur poste d'administrateur et de nommer comme nouveaux administrateurs pour une période de six ans:

- Monsieur Stefano Giuffra, expert-comptable, né le 9 janvier 1963 à Rome, Italie, domicilié professionnellement au 31 Grand-Rue, L-1661 Luxembourg.

- Monsieur Jérôme Girault, expert-comptable, né le 19 mai 1974 à Selestat, France, domicilié professionnellement au 31 Grand-Rue, L-1661 Luxembourg.

*Troisième résolution*

Il est décidé d'accepter la démission de la société CIFEX-COMPAGNIE FIDUCIAIRE D'EXPERTISE S.A. de son poste de commissaire aux comptes et de nommer la société Fidugec S.à r.l., ayant son siège social au 31 Grand-Rue, L1661 Luxembourg comme nouveau commissaire aux comptes pour une période de six ans.

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

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

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

Signé: R. UHL, H. JANSSEN, L. GRETHEN.

Enregistré à Luxembourg A.C. le 25 octobre 2010. Relation: LAC/2010/46565. Reçu soixante-quinze euros (75.-€).

*Le Receveur* (signé): Francis SANDT.

POUR EXPEDITION CONFORME, délivrée à la société sur sa demande.

Luxembourg, le 03 novembre 2010.

Référence de publication: 2010149867/62.

(100172188) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

**Venus Enterprises Holding S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 55.942.

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*Extrait des résolutions prises par l'actionnaire unique en date du 18 octobre 2010*

*Première résolution*

L'actionnaire unique accepte la démission de Daniel ADAM de son poste d'administrateur de la Société avec effet au 18 Octobre 2010.

*Deuxième résolution*

L'actionnaire unique nomme Sandra ANSAY, née le 13/08/1974 à Saint-Mard (Belgique), résidant professionnellement au 67, rue Ermesinde, L-1469 Luxembourg au poste d'administrateur de la Société avec effet au 18 Octobre 2010.

Son mandat se terminera lors de l'assemblée générale annuelle qui se tiendra en 2013.

Pour extrait sincère et conforme

*Pour la Société*

Référence de publication: 2010149906/17.

(100172141) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 novembre 2010.

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**Maranello Properties Luxembourg S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-2449 Luxembourg, 47, boulevard Royal.

R.C.S. Luxembourg B 137.972.

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*Rectificatif du procès verbal de la décision de l'Associé unique adoptée le 29 mai 2009 et déposé le 16 juin 2009 auprès du Registre des Commerces et sociétés Luxembourg sous la référence L090087372.05*

Veuillez être informé que la dénomination exacte de l'associé unique est Maranello Properties Limited et non Maranello Global Limited.

Luxembourg, le 15 novembre 2010.

Pour extrait sincère et conforme

Maranello Properties Luxembourg S.à r.l.

Représenté par M. Julien FRANCOIS

*Gérant*

Référence de publication: 2010152886/17.

(100174428) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 novembre 2010.

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**UBI Management Company S.A., Société Anonyme.**

Siège social: L-1855 Luxembourg, 37A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 81.255.

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- M. Giorgio Vignolle, résidant 37/A Avenue J.F. Kennedy, L-1855 Luxembourg, a démissionné de sa fonction de Directeur Général de UBI Management Company S.A. à compter du 31 octobre 2010.

Il résulte du Conseil d'Administration du 2 novembre 2010 que:

- M. Massimo Amato, résidant 37/A Avenue J.F. Kennedy, L-1855 Luxembourg, a été nommé à la fonction d'Administrateur Délégué de UBI Management Company S.A.,

- M. Cesare Colombi, résidant 74 Via Cefalonia, I-25175 Brescia (Italie), a démissionné de sa fonction d'Administrateur de UBI Management Company S.A.,

- Madame Suzanne Ellen Rohe, résidant 5 Via Monte di Pietà, I-20121 Milano (Italie) a été nommée à la fonction d'Administrateur de UBI Management Company S.A. par cooptation du Conseil d'Administration jusqu'à la prochaine Assemblée Générale des Actionnaires qui se tiendra en Avril 2011.

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

Gianluca Rossi

*Co-Directeur Général*

Référence de publication: 2010152134/20.

(100174055) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 novembre 2010.

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Editeur: Service Central de Législation, 43, boulevard F.-D. Roosevelt, L-2450 Luxembourg
Imprimeur: Association momentanée Imprimerie Centrale / Victor Buck