

# MEMORIAL

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Luxembourg



# MEMORIAL

Amtsblatt  
des Großherzogtums  
Luxemburg

## RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 1099

24 mai 2011

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**DeuxLM Holding S.A. - SPF, Société Anonyme - Société de Gestion de Patrimoine Familial,  
(anc. deuxLM HOLDING S.A.).**

Siège social: L-1526 Luxembourg, 23, Val Fleuri.  
R.C.S. Luxembourg B 98.609.

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.  
Belvaux, le 4 mars 2011.

Référence de publication: 2011032616/11.

(110037762) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

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**Bifica Real Estate Investment S.A., Société Anonyme.**

Siège social: L-2661 Luxembourg, 42, rue de la Vallée.  
R.C.S. Luxembourg B 122.724.

Les comptes annuels au 31/12/2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 07 AVR. 2011.

Pour: BIFICA REAL ESTATE INVESTMENT S.A.

Société anonyme

Experta Luxembourg

Société anonyme

Mireille WAGNER / Lionel ARGENCE-LAFON

Référence de publication: 2011050744/15.

(110056287) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Internet Sails S.A., Société Anonyme,  
(anc. Fidustar S.A.).**

Siège social: L-1636 Luxembourg, 10, rue Willy Goergen.  
R.C.S. Luxembourg B 113.969.

In the year two thousand eleven, on the eighteenth day of February.  
Before Us, Maître Paul DECKER, notary, residing in Luxembourg.

Was held the Extraordinary General Meeting of the shareholders of the public limited liability company "Fidustar S.A." a société anonyme incorporated under Luxembourg law having its registered office in L-1636 Luxembourg, 10, rue Willy Goergen,

incorporated pursuant to a deed received by Maître Joseph ELVINGER, notary public residing at Luxembourg, on December 9<sup>th</sup>, 2005, published in the Mémorial C, Recueil des Sociétés et Associations, number 851 published on April 4<sup>th</sup>, 2006,

registered at the companies and trade register of Luxembourg under section B number 113.969.

The meeting was opened at 5.00 p.m. and was presided by Mr. Paul WEILER, private employee, residing professionally in Luxembourg.

The Chairman appointed as secretary Ms Nadine GLOESENER, private employee, residing professionally in Luxembourg.

The meeting elected as scrutineer Me Lex THIELEN, lawyer, residing professionally at L-1636 Luxembourg.

The bureau of the meeting having thus been constituted, the Chairman declared and requested the notary to state that:

1) The agenda of the meeting is the following:

1. Change of the name of the Company into "INTERNET SAILS S.A.".
2. Subsequent modification of the first Article of the Articles of Incorporation.
3. Decision to amend and restate the object clause of the Company.
4. Subsequent modification of article 4 of the Articles of Incorporation.
5. Change of the form of the shares into nominative form.
6. Miscellaneous.

II) The shareholders present or represented, the proxies of the represented shareholders and the number of their shares are shown on an attendance list, which, signed by the shareholders present and by the proxies of the represented shareholders, the members of the bureau of the meeting and by the undersigned notary, will remain annexed to the present deed to be filed at the same time by the registration authority.

III) The attendance list shows that the whole capital of de Company is present or represented at the present extraordinary general meeting.

IV) The chairman states that the present meeting is regularly constituted and may validly decide on its agenda. The shareholders present or represented acknowledge and confirm the statements made by the chairman.

The chairman then submits to the vote of the members of the meeting the following resolutions which were all adopted by unanimous vote.

*First resolution*

The General Meeting decides to change the name of Company into "INTERNET SAILS S.A." and consequently decides to amend article 1<sup>st</sup> of the Articles of Incorporation will henceforth have the following wording:

**Art. 1.** There exists a public limited liability company (société anonyme) governed by Luxembourg law (hereinafter referred to as the "Company").

The Company exists under the name of INTERNET SAILS S.A."

*Second resolution*

The General Meeting decides to amend and restate the object clause of the Company so that article 4 of the Articles shall now read as follows:

**Art. 4.** The purpose of the company will be business in general and more particularly the exploitation of a web site of sales.

The Corporation can also take participations, directly and indirectly and in any form whatsoever, in other Luxembourg or foreign enterprises which carry out similar or complementary activities as described above.

The Corporation can also open up branches in and outside the country.

The Corporation can perform all commercial, technical and financial operations, connected directly or indirectly to facilitating the accomplishment of its purpose in all areas as described above."

*Third resolution*

The General Meeting decides to change the form of the shares from bearer into nominative form.

*Fourth resolution*

The General Meeting accepts the resignation of the director Ms Isabelle PETRICIC-WELSCHEN and gives her discharge for the execution of her mandate until this day.

The General Meeting renews the mandates of the directors, namely Mr Lex THIELEN and Ms Caroline VAN KASTEREN, for a duration of six years.

Ms Caroline VAN KASTEREN is also appointed as managing director of the company until the annual general meeting of 2016.

The company is validly bound by the joint signatures of two directors whereof the managing directors'.

*Fifth resolution*

The General Meeting elects as directors until the annual general meeting of 2016:

a) Ms Manette ERNST-SCHUMANN, director, born in Luxembourg, on April 20<sup>th</sup>, 1950, residing 17, rue Blochhausen, L-1243 Luxembourg;

b) Mr Jean-Luc MINES, director, born in Luxembourg, on September 20<sup>th</sup>, 1959, residing 72, route d'Arlon, L-1150 Luxembourg.

There being no further business on the agenda, the meeting was thereupon adjourned at 5.30 p.m.

*Valuation*

The expenses, costs, fees and charges which shall be borne by the Company as a result of the present deed are estimated at EUR 900.-.

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

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

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

### Suit la traduction en français:

L'an deux mil onze, le dix-huit février.

Par-devant Maître Paul DECKER, notaire de résidence à Luxembourg.

S'est réunie l'assemblée générale extraordinaire des actionnaires de la société anonyme "FIDUSTAR S.A." une société anonyme de droit luxembourgeois ayant son siège social à L-1273 Luxembourg, 19, rue de Bitbourg,

constituée suivant acte reçu par Maître Joseph ELVINGER, notaire de résidence à Luxembourg en date du 9 décembre 2005, publié au Mémorial C Recueil Spécial des Sociétés et Associations numéro 851 du 4 avril 2006,

inscrite au registre de commerce et des sociétés de Luxembourg, section B sous le numéro 113.969.

L'assemblée est ouverte à 17.00 heures sous la présidence de Monsieur Paul WEILER, employé privé, demeurant professionnellement à Luxembourg,

qui désigne Madame Nadine GLOESENER, employée privée, demeurant professionnellement à Luxembourg, comme secrétaire.

L'assemblée choisit comme scrutateur Maître Lex THIELEN, avocat à la Cour, demeurant professionnellement à L-1636 Luxembourg.

Le bureau de l'assemblée ayant ainsi été constitué, le président déclare et requiert le notaire d'acter que:

I) L'agenda de la réunion est le suivant:

1. Changement de la dénomination en INTERNET SAILS S.A.
2. Modification subséquente de l'article 1<sup>er</sup> des statuts.
3. Décision de modifier et reformuler la clause définissant l'objet de la Société.
4. Modification subséquente de l'article 4 des statuts.
5. Changement de la forme des actions en actions nominatives.
6. Divers.

II) Les actionnaires présents ou représentés, les mandataires des actionnaires représentés et le nombre d'actions des actionnaires, sont renseignés sur une liste de présence, laquelle, signée par les actionnaires présents et les mandataires des actionnaires représentés, par les membres du bureau de l'assemblée et le notaire instrumentant, restera annexée au présent acte avec lequel elle sera enregistrée.

III) Il résulte de ladite liste de présence que l'intégralité du capital social est présente ou représentée à la présente assemblée générale extraordinaire.

IV) Le président constate que la présente assemblée est constituée régulièrement et peut valablement délibérer sur les points de l'ordre du jour.

Le président soumet ensuite au vote des membres de l'assemblée les résolutions suivantes qui ont été toutes prises à l'unanimité des voix.

#### *Première résolution*

L'Assemblée Générale décide de changer le nom de la société en «INTERNET SAILS S.A.» et en conséquence de modifier l'article 1<sup>er</sup> des Statuts pour lui donner la teneur suivante:

« **Art. 1<sup>er</sup>** . Il existe une société anonyme régie par le droit luxembourgeois (ci-après dénommée la «Société»).

La Société adopte la dénomination «INTERNET SAILS S.A.»»

#### *Deuxième résolution*

L'Assemblée Générale décide de modifier et reformuler la clause définissant l'objet de la Société de sorte que l'article 4 des Statuts sera désormais libellé comme suit:

« **Art. 4.** L'objet social de la société sera celui du commerce en général et plus particulièrement l'exploitation d'un site internet de ventes.

La société pourra également prendre des participations directement ou indirectement dans toutes sociétés exerçant des activités similaires ou complémentaires.

La société peut ouvrir des succursales à l'intérieur et à l'extérieur du pays.

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

#### *Troisième résolution*

L'assemblée générale décide de changer les actions au porteur en actions nominatives.

#### Quatrième résolution

L'Assemblée générale accepte la démission de l'administrateur Madame Isabelle PETRICIC-WELSCHEN et lui donne pleine et entière décharge pour l'exécution de son mandat jusqu'à ce jour.

L'Assemblée générale renouvelle les mandats des administrateurs actuel, à savoir: Monsieur Lex THIELEN et Madame Caroline VAN KASTEREN, jusqu'à l'assemblée générale annuelle de 2016.

Madame Caroline VAN KASTEREN est également nommée en tant qu'administrateur-délégué de la société jusqu'à l'assemblée générale annuelle de 2016.

La société est valablement engagée par la signature de deux administrateurs dont celle de l'administrateur-délégué.

#### Cinquième résolution

L'Assemblée générale nomme administrateurs jusqu'à l'assemblée générale annuelle de 2016:

a) Madame Manette ERNST-SCHUMANN, administrateur de sociétés, née à Luxembourg, le 20 avril 1950, demeurant 17, rue Blochhausen, L-1243 Luxembourg;

b) Monsieur Jean-Luc MINES, administrateur de sociétés, né à Luxembourg, le 20 septembre 1959, demeurant 72, route d'Arlon, L-1150 Luxembourg.

Plus rien ne figurant à l'ordre du jour, l'assemblée a été clôturée à 17.30 heures.

#### Evaluation

Les frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la société en raison du présent acte sont évalués à environ 900,- EUR.

Le notaire soussigné qui comprend et parle la langue anglaise, déclare par la présente qu'à la demande des comparants ci-avant, le présent acte est rédigé en langue anglaise, suivi d'une version française, et qu'à la demande des mêmes comparants, en cas de divergences entre le texte anglais et le texte français, la version anglaise primera.

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

Lecture du présent acte faite et interprétation donnée aux comparants à Luxembourg, tous connus du notaire instrumentant par leurs nom, prénom usuel, état et demeure, ils ont signé avec Nous, notaire, le présent acte.

Signé: P. WEILER, N. GLOESENER, L. THIELEN, P. DECKER.

Enregistré à Luxembourg A.C., le 21 février 2011. Relation: LAC/2011/8591. Reçu 75,- € (soixante-quinze Euros).

Le Receveur (signé): Francis SANDT.

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

Luxembourg, le 23 février 2011.

Référence de publication: 2011028295/161.

(110034144) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 février 2011.

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#### **Build & Management S.à.r.l., Société à responsabilité limitée.**

Siège social: L-8279 Holzem, 26, route de Capellen.

R.C.S. Luxembourg B 125.322.

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg. Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Pour BUILD & MANAGEMENT SARL

FIDUCIAIRE DES PME SA

Signatures

Référence de publication: 2011050746/12.

(110056352) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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#### **Callista S.à.r.l., Société à responsabilité limitée.**

Siège social: L-6930 Mensdorf, 16A, rue d'Ubersyren.

R.C.S. Luxembourg B 146.037.

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg. Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Pour CALLISTA S.à r.l.  
FIDUCIAIRE DES PME SA  
Signatures

Référence de publication: 2011050748/12.

(110056355) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Centre de Pédiatrie Location s.à r.l., Société à responsabilité limitée.**

Siège social: L-1635 Luxembourg, 4, allée Léopold Goebel.

R.C.S. Luxembourg B 143.198.

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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 CENTRE DE PEDIATRIE LOCATION SARL  
FIDUCIAIRE DES PME SA  
Signatures

Référence de publication: 2011050750/12.

(110056357) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Confelux S.A., Société Anonyme.**

R.C.S. Luxembourg B 99.578.

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**CLÔTURE DE LIQUIDATION**

*Extrait*

Par jugement rendu en date du 7 avril 2011, le Tribunal d'arrondissement de et à Luxembourg, sixième chambre, siégeant en matière commerciale, après avoir entendu le juge-commissaire en son rapport oral, le liquidateur et le Ministère Public en leurs conclusions, déclare closes pour absence d'actif les opérations de liquidation de la société CONFELUX SA.

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

Pour extrait conforme  
Me Cécilia COUSQUER  
*Le liquidateur*

Référence de publication: 2011050751/16.

(110056680) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Corex S.A., Société Anonyme.**

Siège social: L-1510 Luxembourg, 10, avenue de la Faïencerie.

R.C.S. Luxembourg B 17.731.

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**LIQUIDATION JUDICIAIRE**

Par jugement rendu en date du 31 mars 2011, le Tribunal d'Arrondissement de et à Luxembourg, siégeant en matière commerciale, a ordonné en vertu de l'article 203 de la loi du 10 août 1915 concernant les sociétés commerciales, la dissolution et la liquidation des sociétés suivantes:

- la société anonyme COREX SA, (RCS B 17731), ayant son le siège social à L-1510 Luxembourg, 10, avenue de la Faïencerie, de fait inconnue à cette adresse.

Le même jugement a nommé juge-commissaire Monsieur Thierry SCHILTZ, juge et liquidateur Maître Stéphanie STAROWICZ, avocat, demeurant à Luxembourg.

Ils ordonnent aux créanciers de faire leur déclaration de créances avant le 21 avril 2011 au greffe de la sixième chambre de ce Tribunal.

Me Stéphanie STAROWICZ  
*Le liquidateur*

Référence de publication: 2011050752/19.

(110056496) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Delta 2 (Lux) Sàrl, Société à responsabilité limitée.**

**Capital social: USD 46.500,00.**

Siège social: L-2163 Luxembourg, 20, avenue Monterey.

R.C.S. Luxembourg B 122.129.

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Les comptes annuels arrêtés 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 7 avril 2011.

Signature

*Un mandataire*

Référence de publication: 2011050753/14.

(110056313) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Delta 2 (Lux) Sàrl, Société à responsabilité limitée.**

**Capital social: USD 46.500,00.**

Siège social: L-2163 Luxembourg, 20, avenue Monterey.

R.C.S. Luxembourg B 122.129.

—  
Les comptes annuels arrêtés au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 7 avril 2011.

Signature

*Un mandataire*

Référence de publication: 2011050754/14.

(110056314) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Delta 2 (Lux) Sàrl, Société à responsabilité limitée.**

**Capital social: USD 46.500,00.**

Siège social: L-2163 Luxembourg, 20, avenue Monterey.

R.C.S. Luxembourg B 122.129.

—  
Les comptes consolidés arrêtés 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 7 avril 2011.

Signature

*Un mandataire*

Référence de publication: 2011050755/14.

(110056315) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Delta 2 (Lux) Sàrl, Société à responsabilité limitée.**

**Capital social: USD 46.500,00.**

Siège social: L-2163 Luxembourg, 20, avenue Monterey.

R.C.S. Luxembourg B 122.129.

—  
Les comptes consolidés arrêtés au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 7 avril 2011.

Signature

*Un mandataire*

Référence de publication: 2011050756/14.

(110056317) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**DEXIA Insurance Services Finance, Société Anonyme.**

Siège social: L-1253 Luxembourg, 2, rue Nicolas Bové.

R.C.S. Luxembourg B 37.631.

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*Rectificatif du document déposé en date du 04/04/2011 réf. L110052485.04*

Les comptes annuels au 31/12/2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

*Pour la Société*

Rudy PARIDAENS

*Administrateur*

Référence de publication: 2011050757/13.

(110056398) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Elektriker Faust s.à r.l., Société à responsabilité limitée.**

Siège social: L-9350 Bastendorf, 2B, Blesgaass.

R.C.S. Luxembourg B 144.299.

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

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

*Pour Elektriker Faust s.à r.l.*

FIDUCIAIRE DES PME SA

Signatures

Référence de publication: 2011050759/12.

(110056366) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Electro-Concept S.à r.l., Société à responsabilité limitée.**

Siège social: L-4940 Bascharage, 155B, avenue de Luxembourg.

R.C.S. Luxembourg B 149.108.

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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 ELECTRO-CONCEPT S.à r.l.*

FIDUCIAIRE DES PME SA

Signatures

Référence de publication: 2011050760/12.

(110056363) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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

Siège social: L-2320 Luxembourg, 21, boulevard de la Pétrusse.

R.C.S. Luxembourg B 94.816.

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

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

ELKIN HOLDING S.A., SPF

Société Anonyme

Signature

Référence de publication: 2011050761/12.

(110056389) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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

Siège social: L-8371 Hobscheid, 24, rue de Steinfort.  
R.C.S. Luxembourg B 138.108.

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

*Pour ELUX S.à r.l.*  
FIDUCIAIRE DES PME SA  
Signatures

Référence de publication: 2011050762/12.

(110056373) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Entreprise de Construction François et Jean Agnes Sàrl, Société à responsabilité limitée.**

Siège social: L-9080 Ettelbruck, 2, Impasse avenue Salenty.   
R.C.S. Luxembourg B 94.238.

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 ENTREPRISE DE CONSTRUCTION FRANCOIS ET JEAN AGNES SARL*  
FIDUCIAIRE DES PME SA  
Signatures

Référence de publication: 2011050763/12.

(110056376) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**ERP 4 HIRE S.A., Société Anonyme.**

R.C.S. Luxembourg B 90.220.

**CLÔTURE DE LIQUIDATION**

*Extrait*

Par jugement rendu en date du 7 avril 2011, le Tribunal d'arrondissement de et à Luxembourg, sixième chambre, siégeant en matière commerciale, après avoir entendu le juge-commissaire en son rapport oral, le liquidateur et le Ministère Public en leurs conclusions, déclare closes pour absence d'actif les opérations de liquidation de la société ERP 4 HIRE SA.

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

Pour extrait conforme  
Me Cécilia COUSQUER  
*Le liquidateur*

Référence de publication: 2011050764/16.

(110056682) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Espace Lavandier, Société à responsabilité limitée.**

Siège social: L-4280 Esch-sur-Alzette, 30-32, boulevard du Prince Henri.  
R.C.S. Luxembourg B 57.474.

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.

*Pour ESPACE LAVANDIER*  
Société à responsabilité limitée  
FIDUCIAIRE DES PME SA  
Signatures

Référence de publication: 2011050765/13.

(110056379) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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

R.C.S. Luxembourg B 20.001.

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**CLÔTURE DE LIQUIDATION**

*Extrait*

Par jugement rendu en date du 7 avril 2011, le Tribunal d'arrondissement de et à Luxembourg, sixième chambre, siégeant en matière commerciale, après avoir entendu le juge-commissaire en son rapport oral, le liquidateur et le Ministère Public en leurs conclusions, déclare closes pour absence d'actif les opérations de liquidation de la société EURAPARFINANCE HOLDING S.A

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

Pour extrait conforme

Me Cécilia COUSQUER

*Le liquidateur*

Référence de publication: 2011050766/16.

(110056684) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Richemont Finance S.A., Société Anonyme Holding.**

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

R.C.S. Luxembourg B 51.413.

In the year two thousand and ten, on the fourteenth day of the month of December.

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

There appeared,

by virtue of a proxy dated 8 December, 2010 (to remain attached to the present deed), M<sup>e</sup> Valérie Kopéra, Maître en droit, residing in Luxembourg, on behalf of Richemont Luxury Group Ltd, a company incorporated under the laws of Jersey, having its registered office at 27 Hill Street, St. Helier, Jersey JE2 4UA, Jersey, registered with the Jersey Registrar of Companies under number 101789, being the sole shareholder of Richemont Finance 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 51.413, incorporated by deed of Me Marc Elter, then notary residing in Luxembourg, on 30 May 1995, published in the Mémorial C, Recueil, des Sociétés et Associations (the "Mémorial"), number 447 of 11 September 1995 (the "Company").

The articles of association of the Company (the "Articles") have been amended several times and for the last time on 31 March 2000 by deed of Me Joseph Elvinger, notary residing in Luxembourg, published in the Mémorial, number 523 of 21 July 2000.

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

I. The sole shareholder holds all the three hundred thousand (300,000) 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 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

RICHEMONT FINANCE LIMITED

No Par Value Company (limited liability)

1. The name of the company is Richemont Finance 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  
RICHEMONT FINANCE LIMITED  
No Par Value Company (limited liability)

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### 1. Interpretation.

1.1 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 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 re-enactment 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:

2.1.1 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;

2.1.2 the company may:

2.1.2.1 issue, or

2.1.2.2 convert any existing non-redeemable shares, whether issued ... into, shares which are to be redeemed, or are liable to be redeemed at the option the company or the shareholder, on such terms and in such manner as may be determined by special resolution; and

2.1.3 unissued shares shall be at the disposal of the directors who may ... 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 ... 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 ... 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 sha... 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 Men 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' ... be requiring payment of the amount unpaid together with any interest which may accrued. The notice shall name the place where payment is to be made and ... state that if the notice is not complied with, the shares in respect of which the ... 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 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, re-... 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:

7.2.1 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;

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

7.2.3 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 ... 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 ... 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.**

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



10.2 The 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... If there are not sufficient directors to call a general meeting, any director ... holder may call such a meeting.

### **11. Notice of general meetings.**

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

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

11.1.2 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 s majority together ... 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 non-receipt 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:

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

12.1.2 otherwise, two persons entitled to voie 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 ... nature of the business to be transacted. Otherwise it shall not be necessary ... 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:

12.7.1 by the chairman; or

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

12.7.3 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

12.7.4 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 ... 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 ..., 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 ... 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 ...

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 ... 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 ... 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 of a majority of the members of the committee shall be directors. No resolution of 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 ... 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:

21.1.1 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

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

21.1.3 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

21.1.4 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:

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

24.2.2 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

24.2.3 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:

24.3.1 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;

24.3.2 disclosure of a sole directors 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

24.3.3 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 communications device (including a telephone), the Chairman may at his discretion determine the geographic location at which the meeting is deemed to ... 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 on for the purpose of filling vacancies or of calling a general meeting to appoint

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, or 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 ... 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:

29.1.1 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

29.1.2 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 interim dividend on any shares having deferred or non-preferred 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, 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 ... entitled or to such other person as the person or persons entitled may in ... 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 it. 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:

32.1.1 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);

32.1.2 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;

32.1.3 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

32.1.4 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 holders 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 ... 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 Mr Yves Prussen, Mr Richard Lepeu, Mr Bernard Fornas and Mr Jan Rupert will not remain in the office whereas Mr Kurt ... and Mr Albert Kaufmann will remain in office upon implementation of the ... as members of the board of directors of the Company;

4. Appointment of Mr Peter Richard Cos as new board member and as Company secretary, such appointment to become effective as from the Effective

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 such 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 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 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 Mr Yves Prussen, Mr Richard Lepeu, Mr Bernard Fornas and Mr Jan Rupert will not remain in the office whereas Mr Kurt Nauer and Mr Albert Kaufmann will remain in office upon implementation of the Transfer as members of the board of directors of the Company.

*Fourth resolution*

It was decided to appoint Mr Peter Richard Coe, born on 23 May 1953, in Bristol, United Kingdom, with professional address at 27 Hill Street, St Helier, Jersey JE2 4UA, Channel Islands, as new board member and 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 documents... any notarial deeds) required under the above resolutions and in particular ... the Transfer effective and enforceable towards third parties including to have ... registration with the Registry of Companies in Jersey duly acknowledged in ... a public notary of his choice in Luxembourg.

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.

Whereof, the present deed was drawn up 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 quatorzième jour du mois de décembre.

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

A comparu:

en vertu d'une procuration datée du 8 décembre 2010 (cette procuration sera enregistrée ensemble avec le présent acte) Me Valérie Kopéra, Maître en droit, agissant pour le compte de Richemont Luxury Group Ltd, une société constituée sous les lois de Jersey, ayant son siège social à 27 Hill Street, St. Helier, Jersey JE2 4UA, Jersey, immatriculée auprès du registre des sociétés de Jersey sous le numéro B 101789, étant l'associé unique de Richemont Finance S.A., 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 51.413, constituée par acte de Me Marc Elter, alors notaire résidant à Luxembourg, du 30 mai 1995, publié au Mémorial C, Recueil des Sociétés et Associations (le "Mémorial") numéro 447 du 11 septembre 1995 (la "Société"). Les statuts de la Société (les "Statuts") ont été modifiés plusieurs fois et pour la dernière fois le 31 mars 2000 par acte du notaire Me Joseph Elvinger, notaire de résidence à Luxembourg, publié au Mémorial, numéro 523 du 21 juillet 2000.

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

I. L'associé unique détient toutes les trois cent mille (300,000) actions 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 de l'administration centrale de la Société de Luxembourg à Jersey (le "Transfert") et changement subséquent de la nationalité de la Société, le Transfert et le changement de nationalité de la Société prendront effet à la date d'immatriculation de la Société à Jersey auprès du registre des sociétés 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 La Société seront adoptés comme suit:

MEMORANDUM OF ASSOCIATION

of

RICHEMONT FINANCE LIMITED

No Par Value Company (limited liability)

1. The name of the company is Richemont Finance 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

RICHEMONT FINANCE LIMITED

No Par Value Company (limited liability)

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## 1. Interpretation

1.1 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 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 re-enactment 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:

2.1.1 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;

2.1.2 the company may:

2.1.2.1 issue, or

2.1.2.2 convert any existing non-redeemable shares, whether ... 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

2.1.3 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 many 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 ... may determine but otherwise free of charge, and (in the case of ... 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 ... have accrued. The notice shall name the place where payment is to be ... and shall state that if the notice is not complied with, the shares in respect of ... call was made will be liable to be forfeited.

6.8 If the notice referred to in article 6.7 is not compiled 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, re-... 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 e 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:

7.2.1 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;

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

7.2.3 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 ...es may be suspended at such times and for such periods (not exceeding 30 ar 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 ... 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.**

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

10.2 The 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, ... or any holder may call such a meeting.

#### **11. Notice of general meetings.**

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

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

11.1.2 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 non-receipt 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:

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

12.1.2 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 ... of the business to be transacted. Otherwise it shall not be necessary to give ... 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:

12.7.1 by the chairman; or

12.7.2 by at least two holders having the right to vote on the resolution: or

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

12.7.4 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... 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 ... 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 ...cles 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 of a resolution in writing for each holder to indicate how many of the votes 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 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 ... consisting of two or more directors and (if thought fit) one or more other ... 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:

21.1.1 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

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

21.1.3 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

21.1.4 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:

24.2.1 may be a party to, or otherwise interested in, any transaction or ... lament with the company or in which the company is otherwise interested;

24.2.2 may be a director or other officer of, or employed by, or a party to any ...ction or arrangement with, or otherwise interested in, any body corporate noted by the company or in which the company is otherwise interested; and

24.2.3 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 ion 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 ... interest or benefit. 24.3 For the purposes of these articles: 24.3.1 a general notice given by or on behalf of a director to the directors ... 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 of 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;

24.3.2 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

24.3.3 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 ... a telecommunications device (including a telephone), the Chairman may at ... discretion determine the geographic location at which the meeting is dee... 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, or 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 ... 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: 29.1.1 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

29.1.2. 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 non-preferred 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 ... persons entitled or to such other person as the person or persons entitled ... 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 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:

32.1.1 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);

32.1.2 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;

32.1.3 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

32.1.4 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 in the register of members in respect of the joint holding and notice so given 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 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, ...paid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 43 hours after the envelope containing it was posted. Electronic communication of a notice (properly addressed and dispatched to the holders electronic address last notified by the holder to the company in writing) is given or deemed to have been given a: 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.

1. Prise en considération que M. Yves Prussen, M. Richard L... Bernard Fornas and M. Jan Rupert ne resteront pas en fonction alors que ... Nauer et M. Albert Kaufmann resteront en fonction après la réalisation du ... en qualité de membres du conseil d'administration de la Société;

2. Nomination de M. Peter Richard Coe en tant que nouveau membre du conseil d'administration et secrétaire (company secretary), cette nomination devenant effective à partir de la Date de Prise d'Effet;

3. 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 registre des sociétés de Jersey et instruction a également été donnée à tout membre ou 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 seraient nécessaires afin que soient mises en oeuvre 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 registre des sociétés 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 l'administration centrale de la Société de Luxembourg à Jersey (le "Transfert") et en conséquence de changer la nationalité de la Société, le Transfert et le changement de nationalité de la Société devenant effectifs à la Date de Prise d'Effet (tel que défini 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 ta 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 M. Yves Prussen, M. Richard Lepeu, M. Bernard Fornas et M. Jan Rupert ne resteront pas en fonction alors que M. Kurt Nauer et M. Albert Kaufmann resteront en fonction après la réalisation du Transfert en qualité de membres du conseil d'administration de la Société.

*Quatrième résolution*

Il a été décidé de nommer M. Peter Richard Coe, né le 23 mai 1953, à Bristol, Grande-Bretagne, ayant son adresse professionnelle au 27 Hill Street, 3<sup>e</sup> Hélier, Jersey JE2 4UA, Channel Islands, en qualité de nouveau membre du conseil d'administration et en tant que secrétaire [company secretary]; cette nomination prendra 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, ...ndre les mesures nécessaires et de signer tout document requis afin ... la Société auprès du registre des sociétés à Jersey et instruction a ...ment été donnée à tout membre du conseil en fonction à la date des présents, ... 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 oeuvre les décisions précédentes ainsi que d'exécuter tout ... (incluant tous actes notariés) requis en vertu des décisions précédentes ... en particulier de rendre le Transfert effectif et opposable aux tiers y compris faire ... constater l'immatriculation auprès du registre des sociétés à Jersey par-devant un notaire de son choix à Luxembourg.

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 s signé avec le notaire le présent acte.

Signé: V. KOPÉRA et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 24 décembre 2010. Relation: LAC/2010/58613. Reçu douze euros (12.- EUR)

Le Receveur (signé): F. SANDT.

- POUR EXPEDITION CONFORME -délivrée aux fins de dépôt au registre de commerce et des sociétés.

Luxembourg, le 22 février 2011.

Henri HELLINCKX.

Référence de publication: 2011027254/1390.

(110032405) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 février 2011.

**Euro-Print Sarl, Société à responsabilité limitée.**

Siège social: L-9645 Derenbach, Maison 87A.

R.C.S. Luxembourg B 67.664.

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 EURO-PRINT SARL  
FIDUCIAIRE DES PME SA  
Signatures

Référence de publication: 2011050767/12.

(110056381) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

**E.F.H. S.A., Eurolux Finance Holding S.A., Société Anonyme.**

Siège social: L-4941 Bascharage, 16, rue des Près.

R.C.S. Luxembourg B 84.696.

## LIQUIDATION JUDICIAIRE

Par jugement rendu en date du 7 avril 2011, le Tribunal d'Arrondissement de et à Luxembourg, sixième chambre, siégeant en matière commerciale, a ordonné en vertu de l'article 203 de la loi du 10 août 1915, sur les sociétés commerciales, tel qu'il a été modifié par la loi du 31 mai 1999, la dissolution et la liquidation de la société anonyme Eurolux Finance Holding s.a., en abrégé E.F.H. s.a., avec siège social au 16, rue des Près, L-4941 Bascharage, de fait inconnue à cette adresse inscrite auprès du Registre de commerce et des sociétés de Luxembourg sous le numéro B84696.

Le même jugement a nommé Juge-commissaire Madame Christiane Junck, vice-présidente du Tribunal d'Arrondissement de et à Luxembourg, et liquidateur Maître Christian Steinmetz, avocat à la Cour, demeurant à Luxembourg.

Il ordonne aux créanciers de faire la déclaration de leurs créances avant le 28 avril 2011 au greffe du Tribunal de Commerce de et à Luxembourg.

Pour extrait conforme  
Christian Steinmetz  
Le liquidateur

Référence de publication: 2011050768/20.

(110056698) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

**F.G.F. S.A., Société Anonyme.**

Siège social: L-4941 Bascharage, 16, rue des Près.

R.C.S. Luxembourg B 90.191.

## LIQUIDATION JUDICIAIRE

Par jugement rendu en date du 7 avril 2011, le Tribunal d'Arrondissement de et à Luxembourg, sixième chambre, siégeant en matière commerciale, a ordonné en vertu de l'article 203 de la loi du 10 août 1915 sur les sociétés commerciales, tel qu'il a été modifié par la loi du 31 mai 1999, la dissolution et la liquidation de la société anonyme F.G.F. s.a. avec siège social au 16, rue des Près, L-4941 Bascharage, de fait inconnue à cette adresse inscrite auprès du Registre de commerce et des sociétés de Luxembourg sous le numéro B90191.

Le même jugement a nommé Juge-commissaire Madame Christiane Junck, vice-présidente du Tribunal d'Arrondissement de et à Luxembourg, et liquidateur Maître Christian Steinmetz, avocat à la Cour, demeurant à Luxembourg.

Il ordonne aux créanciers de faire la déclaration de leurs créances avant le 28 avril 2011 au greffe du Tribunal de Commerce de et à Luxembourg.

Pour extrait conforme  
Christian Steinmetz  
Le liquidateur

Référence de publication: 2011050769/20.

(110056704) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

**Financière des Dahlias Holding S.A.H., Société Anonyme.**

Siège social: L-2551 Luxembourg, 41, avenue du Dix Septembre.  
R.C.S. Luxembourg B 81.795.

## EXTRAIT

Il résulte du Procès Verbal de l'Assemblée Générale Ordinaire, réunie extraordinairement, qui s'est tenue en date du 7 avril 2011 au siège social 2, rue des Dahlias L-1411 LUXEMBOURG

Que:

L'assemblée décide de transférer le siège social à L-2551 Luxembourg, 41, Avenue du X Septembre.

Pour extrait sincère et conforme

Signature

Référence de publication: 2011050770/14.

(110056219) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**First Foods S.A., Société Anonyme.**

Siège social: L-1450 Luxembourg, 73, Côte d'Eich.  
R.C.S. Luxembourg B 116.137.

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg. Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 5 avril 2011.

Stijn Curfs

Mandataire

Référence de publication: 2011050771/12.

(110056318) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

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**Oraxys Environment 1 S.C.A., Société en Commandite par Actions.**

Siège social: L-1611 Luxembourg, 41, avenue de la Gare.  
R.C.S. Luxembourg B 138.321.

In the year two thousand eleven on the twenty second day of February,  
Before Maître Joseph Elvinger, notary, residing in Luxembourg, Grand Duchy of Luxembourg,

There appeared:

Grégory Fayolle, professionally residing in Luxembourg,

acting in his capacity as proxyholder of ORAXYS S.A., a société anonyme, having its registered office at 41, Avenue de la Gare, L-1611 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B 112.196, acting as general partner (the "General Partner") of the Company,

by virtue of the authority granted by resolutions of the board of directors of the General Partner (the "Board of Directors") dated 18 February 2011, a copy of which will remain annexed to the present deed.

The appearing person, acting in said capacity, has requested the undersigned notary to record her declarations as follows:

1.- The Company has been incorporated pursuant to a deed of Joseph Elvinger notary, residing in Luxembourg, Grand Duchy of Luxembourg, on April 10, 2008, published in the Mémorial C, Recueil des Sociétés et Associations on 30 May 2008 number 1334.

2.- The Company has an issued and subscribed share capital of EUR 185,450.- (one hundred and eighty five thousand four hundred fifty Euros) into seven thousand forty six (7,046) redeemable Class A Shares, three hundred seventy one (371) redeemable Class B Shares and one (1) Class C Unlimited Share, each with a nominal value of twenty-five Euros (€ 25).

3.- Pursuant to article 5.1 of the articles of association of the Company (the "Articles"), the authorised share capital is set at five million two hundred seventy five thousand and twenty-five Euros (€ 5.275.025) divided into:

- two hundred one thousand (201.000) redeemable Class A Shares with a nominal value of twenty five (25) Euros each,
- ten thousand (10.000) redeemable Class B Shares with a nominal value of twenty five (25) Euros each, and
- one (1) Class C Unlimited Share with a nominal value of twenty five (25) Euros.

Pursuant to article 5.3 of the Articles the General Partner is specially authorized, during a five year period starting on the date of 30 May, 2008 in the Mémorial C, Recueil des Société et Associations to increase the corporate capital from

time to time in whole or in part by the issue of further Class A and Class B Shares up to the limits of the unissued authorised capital. The Gérant may in its discretion determine the time and the number of the authorised Class A and Class B Shares to be issued, the amount of any issue premium, whether and to what extent the new Class A and Class B Shares are to be paid up in cash or kind. The Gérant is authorised to issue further Class A and Class B Shares of the Company within the above authorisation without the existing Shareholders having any preferential subscription rights. The Gérant may delegate to any duly authorised officer of the Company or to any other duly authorised person the duties of accepting subscriptions and receiving payment for Class A and Class B Shares representing part or all of such increases of capital.

Whenever an increase of issued capital is carried out, the Gérant shall take steps to amend this Article in order to record the change in the subscribed capital and unissued authorised capital and the Gérant is authorised to take or authorise the steps required for the execution and publication of such amendment in accordance with the Law.

4.- By resolutions dated 18 February 2011, the General Partner approved the increase of the share capital of the Company in relation to the issuance of redeemable Class A Shares and redeemable Class B Shares and the waiver of the preferential subscription rights of the existing shareholders pursuant to article 32-3 (5) of the Luxembourg law on commercial companies dated 10 August 1915. The share capital of the Company was increased by a total amount of EUR 79,325.- (seventy nine thousand three hundred twenty five Euros) and raised from its amount of EUR 185,450.- (one hundred eighty five thousand four hundred fifty Euros) to EUR 264,775.- (two hundred sixty four thousand seven hundred seventy five Euros) by issuing 3,014 (three thousand fourteen) new redeemable Class A Shares and 159 (one hundred fifty nine) new redeemable Class B Shares with a par value of twenty-five Euros (EUR 25.-) each (the "New Shares") and with a total share premium amounting to EUR 1,616,947.98 (one million six hundred sixteen thousand nine hundred forty seven Euros and ninety eight Cents ) which were subscribed as mentioned below.

5.- Thereupon the General Partner acknowledges that the newly issued share capital of the Company was subscribed as described in the subscription forms attached hereto.

All the 3,014 (three thousand fourteen) new redeemable Class A Shares and 159 (one hundred fifty nine) new redeemable Class B Shares were fully subscribed by the above mentioned subscribers together with the payment of the share premium, both the subscription price and the share premium being fully paid up in cash, so that the amount of EUR 1,696,272.98 (one million six hundred ninety six thousand two hundred seventy two Euros and ninety eight Cents) was at the disposal of the Company, as has been proved to the undersigned notary, who expressly acknowledges it.

The justifying documents of the subscriptions have been produced to the undersigned notary, who acknowledges it.

6.- As a consequence of the above increase of share capital article 5.2. of the Articles is amended and shall now read as follows:

**" Art. 5. Issued Share Capital.**

5.2. The Company has an issued and subscribed share capital of EUR 264,775.- (two hundred sixty four thousand seven hundred seventy five Euros) divided into ten thousand sixty (10,060) redeemable Class A Shares, five hundred thirty (530) redeemable Class B Shares and one (1) Class C Unlimited Share, each with a nominal value of twenty-five Euro (€ 25)."

*Expenses*

The expenses, costs, remunerations or charges in any form whatsoever, which shall be born by the Company as a result of the present deed, are estimated at three thousand Euros (3,000.- EUR).

Whereof, the present deed was drawn up in Luxembourg, at the date indicated at the beginning of the deed.

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

After reading the present deed to the appearing person, she signed together with the notary the present deed.

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

L'an deux mille onze le vingt-deux février.

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

A comparau:

M. Grégory Fayolle demeurant professionnellement à Luxembourg,

Agissant en sa qualité de mandataire de ORAXYS S.A., une société anonyme, ayant son siège social au 41, Avenue de la Gare, L-1611 Luxembourg, Grand-Duché de Luxembourg, immatriculée au Registre du Commerce et des Sociétés sous le numéro B 112.196, agissant en sa qualité de gérant commandité (le "Gérant Commandité") de la Société,

en vertu d'un pouvoir conféré aux termes des résolutions du conseil d'administration du Gérant Commandité (le "Conseil d'Administration") en date du 18 février 2011.

Le comparant, ès qualité qu'il agit, a requis le notaire instrumentant de documenter ses déclarations comme suit:

1.- La Société a été constituée en vertu d'un acte notarié de Joseph Elvinger, notaire résidant à Luxembourg, Grand-Duché de Luxembourg, le 10 avril 2008, publié au Mémorial C, Recueil Spécial des Sociétés et Associations le 30 mai 2008 sous le numéro 1334.

2.- La Société a un capital social émis et souscrit de EUR 185.450,- (cent quatre vingt-cinq mille quatre cent cinquante Euros) divisé en sept mille quarante six (7.046) Actions rachetables de Catégorie A, trois cent soixante et onze (371) Actions rachetables de Catégorie B et une (1) Action commanditée de Catégorie C, chacune avec une valeur nominale de vingt-cinq euros (€ 25).

3.- Conformément à l'article 5.1 des statuts de la société (les "Statuts"), le capital social autorisé de la Société est fixé à cinq millions deux cent soixante-quinze mille et vingt-cinq euros (€ 5.275.025), réparti en:

- deux cent un mille (201.000) Actions rachetables de Catégorie A d'une valeur nominale de vingt-cinq (25) euros chacune,

- dix mille (10.000) Actions rachetables de Catégorie B d'une valeur nominale de vingt-cinq (25) euros chacune, et

- une (1) Action commanditée de Catégorie C d'une valeur nominale de vingt-cinq (25) euros.

Conformément à l'article 5.3 des Statuts, le Gérant Commandité est autorisé expressément pour une période de cinq ans à partir de la date de 30 mai 2008 au Mémorial C, Recueil des Sociétés et Associations, à faire des appels de fonds et à augmenter le capital social de temps à autre, en tout ou pour partie, par l'émission d'Actions de Catégorie A et de Catégorie B dans les limites du capital autorisé. Le Gérant peut de manière discrétionnaire déterminer la date et le nombre d'Actions de Catégorie A et de Catégorie B autorisées à être émises, le montant de toute prime d'émission, si et dans quelle mesure les nouvelles Actions de Catégorie A et de Catégorie B sont à payer en espèces ou en nature. Le Gérant est autorisé à émettre des Actions de Catégorie A et de Catégorie B supplémentaires de la Société dans le cadre des autorisations pré-mentionnées sans que les Actionnaires existants aient des droits préférentiels de souscription. Le Gérant peut déléguer à tout fondé de pouvoir de la Société dûment autorisé ou à toute autre personne dûment autorisée la responsabilité d'accepter les souscriptions et de recevoir le paiement pour les Actions de Catégorie A et de Catégorie B représentant tout ou partie de ces augmentations de capital.

Toutes les fois que le capital souscrit est augmenté conformément aux présents Statuts, le Gérant prendra toutes les mesures nécessaires pour modifier cet article de façon à faire constater la modification du capital souscrit du capital non émis et le Gérant est autorisé à prendre ou autoriser les mesures nécessaires pour l'exécution et la publication d'une telle modification conformément à la Loi.

4.- Par résolutions du 18 février 2011, le Gérant Commandité a approuvé l'augmentation de capital social de la Société relativement à l'émission d'Actions rachetables de Catégorie A et d'Actions rachetables de Catégorie B et la renonciation aux droits préférentiels de souscription des actionnaires existants conformément à l'article 32-3 (5) de la loi luxembourgeoise sur les sociétés commerciales du 10 août 1915. Le capital social de la Société a été augmenté d'un montant total de EUR 79.325,- (soixante-dix-neuf mille trois cent vingt-cinq Euros) pour le porter de son montant actuel de EUR 185.450,- (cent quatre-vingt-cinq mille quatre cent cinquante Euros) à EUR 264.775,- (deux cent soixante quatre mille sept cent soixante-quinze Euros), par l'émission de 3.014 (trois mille quatorze) nouvelles Actions rachetables de catégorie A et 159 (cent cinquante neuf) nouvelles Actions rachetables de catégorie B, d'une valeur nominale de 25 EUR (vingt-cinq Euros) chacune qui ont été souscrites telles qu'indiquées ci-dessous.

5.- Sur ce, le Gérant Commandité reconnaît que les 3.014 (trois mille quatorze) nouvelles Actions rachetables de catégorie A et 159 (cent cinquante neuf) nouvelles Actions rachetables de catégorie B, ont été entièrement souscrites par les souscripteurs décrits dans les bulletins de souscription annexés aux présentes, et que le prix de souscription et la prime d'émission d'un montant de EUR 1.616.947,98 (un million six cent seize mille neuf cent quarante-sept Euros et quatre-vingt-dix-huit Cents), ont été payés en numéraire de sorte que la somme de EUR 1.696.272,98 (un million six cent quatre-vingt-seize mille deux cent soixante-douze Euros et quatre vingt-dix-huit Cents) était à la disposition de la Société, tel que prouvé au notaire, qui en a pris acte expressément. Les documents justificatifs des souscriptions ont été produits au notaire instrumentant qui en a pris acte.

6.- En conséquence de l'augmentation de capital social ci-dessus l'article 5.2 des Statuts est modifié et aura désormais la teneur suivante:

**" Art. 5. Capital Social Emis.**

5.2. La Société a un capital social émis et souscrit de EUR 264.775,- (deux cent soixante quatre mille sept cents soixante-quinze Euros) divisé en dix mille soixante (10.060) Actions rachetables de Catégorie A, cinq cent trente (530) Actions rachetables de Catégorie B et une (1) Action commanditée de Catégorie C, chacune avec une valeur nominale de vingt-cinq euros (€ 25)."

*Frais*

Les dépenses, frais, rémunérations et charges qui pourraient incomber à la Société à la suite du présent acte sont estimés à environ trois mille Euros (3.000,- EUR).

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



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

Et après lecture faite et interprétation donnée au mandataire de la comparante, il a signé le présent acte avec le notaire.

Signé: G. FAYOLLE, J. ELVINGER.

Enregistré à Luxembourg A.C. le 28 février 2011. Relation: LAC/2011/9545. Reçu soixante-quinze euros (75,- €).

Le Receveur (signé): Francis SANDT.

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

Luxembourg, le 1<sup>er</sup> mars 2011.

Référence de publication: 2011035841/152.

(110039116) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mars 2011.

**Element Power Cattiva Holdings S. à r. l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 156.177.

Les statuts coordonnés suivant l'acte n° 61404 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: 2011032621/10.

(110037607) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

**Dunedin Holdings GmbH, Zweigniederlassung Luxemburg, Succursale d'une société de droit étranger.**

Adresse de la succursale: L-2310 Luxembourg, 16, avenue Pasteur.

R.C.S. Luxembourg B 159.339.

**ERÖFFNUNG EINER NIEDERLASSUNG**

*Auszug aus dem Sitzungsprotokoll der Geschäftsführung der Gesellschaft, abgehalten in Bellerivestraße 17.8008 Zürich. Schweiz, am 18. Januar 2011*

Ich, der Unterzeichnete, Pierre METZLER, Rechtsanwalt, geschäftsansässig in 69, Boulevard de la Petrusse L-2320 Luxembourg, in meiner Funktion als Sonderbevollmächtigter der Gesellschaft, bestätige, dass die nachfolgenden Beschlüsse ordnungsgemäß anlässlich der Sitzung gefasst wurden:

Es wurde beschlossen

- dass die Gesellschaft eine Zweigniederlassung in Luxemburg unter der Bezeichnung Dunedin Holdings GmbH, Zweigniederlassung Luxemburg (die „Zweigniederlassung“) mit folgender Adresse eröffnet: 16, Avenue Pasteur, L-2310 Luxembourg, Großherzogtum Luxemburg;

- dass die Geschäftstätigkeit der Zweigniederlassung hauptsächlich aus dem Halten von konzerneigenen und konzernfremden Gesellschaften und jeglichen damit verbundenen Geschäftstätigkeiten besteht;

- dass die Geschäftsführer der Gesellschaft, Frau Dr. Szilvia Horváth-Cook, Frau Norah Hanratty, Herr Bruno Odermatt, Herr Heinrich Rotach und Herr Robert Landolt, befugt sind, die Gesellschaft sowohl gegenüber Dritten als auch vor Gericht zu vertreten, wobei die Gesellschaft durch die gemeinsame Unterschrift zweier Geschäftsführer der Gesellschaft verpflichtet wird;

- dass Jennifer Walters, geboren am 1. November 1984 in Worchester, England, wohnhaft in 4, Allee du Parc, 57140 Woippy, Frankreich, durch den hier erwähnten Sitzungsbeschluss zur Geschäftsführerin der Zweigniederlassung ernannt wurde;

- dass die Geschäftsführerin der Zweigniederlassung befugt ist, diese durch ihre Einzelunterschrift zu vertreten.

In Übereinstimmung mit Artikel 160-6 lit. e) des Gesetzes vom 10. August 1915 betreffend die Handelsgesellschaften, in seiner jeweils gültigen Fassung, werden die öffentliche Urkunde über die Beschlüsse der ausserordentlichen Gesellschafterversammlung betreffend Sitzverlegung und generelle Statutenänderung, Wahl der Geschäftsführer und der Revisionsstelle der Dunedin Holdings S.à r.l. und die Statuten, wie abgeändert, in deutscher Sprache wie folgt veröffentlicht:

- ANNEX 1. öffentliche Urkunde über die Beschlüsse der ausserordentlichen Gesellschafterversammlung betreffend Sitzverlegung und generelle Statutenänderung, Wahl der Geschäftsführer und der Revisionsstelle der Dunedin Holdings S.à r.l.

- ANNEX 2. Statuten

Ich darf Ihnen ebenfalls anliegend zusätzliche Informationen bezüglich der Vertreter der Gesellschaft übersenden:

Frau Dr. Szilvia Horváth-Cook, geboren am 25. März 1970 in Budapest, Ungarn, wohnhaft in 7/a Sermirska, Prag VI. 169 00, Tschechische Republik, Frau Norah Hanratty, geboren am 17. Juli 1973 in Louth, Irland, wohnhaft in 1, Kolk, NL-2611KC Delft, Niederland, Herr Bruno Odermatt, geboren am 23. November 1965 in Dallenwil, Schweiz, wohnhaft in 42, Herdschwandstrasse, CH-6020 Emmenbrücke, Schweiz, Herr Heinrich Rotach, geboren am 3. Dezember 1958 in Herisau, Schweiz, wohnhaft in 40B, Bannstrasse, CH-6312 Steinhausen, Schweiz und Herr Robert Landolt, geboren am 16. Januar 1953 in Luzern, Schweiz, wohnhaft in 6, Grossmat, CH-6052 Hergiswil NW, Schweiz.

Luxemburg, den 17. Februar 2011.

Pierre METZLER.

Référence de publication: 2011037039/44.

(110039791) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mars 2011.

**DS Luxembourg One S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 142.136.

In the year two thousand and ten, on the twenty-third of December.

Before the undersigned, Maître Jean-Joseph WAGNER, notary residing in Sanem, Grand Duchy of Luxembourg.

THERE APPEARED:

- PALAMON EUROPEAN EQUITY II L.P., a limited partnership existing under the laws of England and Wales, having its registered office at Cleveland House 33 King Street, London, SW1Y 6RJ, registered in Cardiff under registration number LP 10434,

here represented by Mrs Linda HARROCH, maître en droit, residing in Luxembourg, by virtue of a proxy, given on 22 December 2010.

- PALAMON EUROPEAN EQUITY II "BOA" L.P., a limited partnership existing under the laws of England and Wales, having its registered office at Cleveland House 33 King Street, London, SW1Y 6RJ, registered in Cardiff under registration number LP 10450,

here represented by Mr Linda HARROCH, previously named, by virtue of a proxy, given on 22 December 2010.

The said proxies, initialled *ne varietur* by the proxyholder of the appearing parties and the notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

Such appearing parties are the shareholders of "DS LUXEMBOURG ONE S.à r.l.", (hereinafter the "Company") a société à responsabilité limitée existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B 142.136, incorporated pursuant to a deed of the undersigned notary dated 1<sup>st</sup> October 2008, whose articles of incorporation have been published in the Mémorial C, Recueil Spécial des Sociétés et Associations on 22<sup>nd</sup> October 2008 (number 2584, page 123986) (the "Mémorial C") and have been amended for the last time on 24<sup>th</sup> November 2008, published in the Mémorial C, Recueil Spécial des Sociétés et Associations on 6 January 2009, number 19.

The appearing parties representing the whole corporate capital require the notary to act the following resolutions:

*First resolution*

The shareholders decide to acknowledge and approve the repurchase by the Company of all the four hundred and twenty-six thousand two hundred and fifty (426,250) ordinary shares of class B (the "Class B Shares"), each share having a par value of one euro (EUR 1.00), currently owned (the "Repurchased Shares") as follows:

- (i) PALAMON EUROPEAN EQUITY II L.P., prenamed owns 418,680 Class B Shares; and
- (ii) PALAMON EUROPEAN EQUITY II "BOA" L.P., prenamed owns 7,570 Class B Shares.

The price to be reimbursed to PALAMON EUROPEAN EQUITY II L.P., prenamed and to PALAMON EUROPEAN EQUITY II "BOA" L.P. prenamed, in relation to the Repurchased Shares is four million nine hundred and forty-seven thousand one hundred and one euros (EUR 4,947,101.00) (the "Redemption Price"), in accordance with the terms of the resolutions of the Company's board of managers passed on or before the date of the present shareholders' meeting and on the basis of interim accounts the managers approved as part of such resolutions.

The Redemption Price is allocated as follows:

- (i) EUR 4,859,243.- to PALAMON EUROPEAN EQUITY II L.P.; and
- (ii) EUR 87,858.- to PALAMON EUROPEAN EQUITY II "BOA" L.P., prenamed.

*Second resolution*

The Shareholders decide to subsequently reduce the Company's share capital by an amount of four hundred and twenty-six thousand two hundred and fifty euros (EUR 426,250.00), so as to bring the share capital from its current amount of four million two hundred and sixty-two thousand four hundred and ninety-eight euro (EUR 4,262,498.00),

down to three million eight hundred and thirty-six thousand two hundred and forty-eight euros (EUR 3,836,248.00), by the cancellation of the Repurchased Shares.

*Third resolution*

The Shareholders decide to amend article 5 of the Company's articles of incorporation, which shall henceforth be read as follows:

**" Art. 5.**

5.1 The Company's share capital is set at three million eight hundred and thirty-six thousand two hundred and forty-eight euros (EUR 3,836,248.00), represented by 426,248 shares of class A (the "Class A Shares"), 426,250 shares of class C (the "Class C Shares"), 426,250 shares of class D (the "Class D Shares"), 426,250 shares of class E (the "Class E Shares"), 426,250 shares of class F (the "Class F Shares"), 426,250 shares of class G (the "Class G Shares"), 426,250 shares of class H (the "Class H Shares"), 426,250 shares of class I (the "Class I Shares") and 426,250 shares of class J (the "Class J Shares"), each share having a par value of one euro (EUR 1.00).

The shares of class A, C, D, E, F, G, H, I and J are hereinafter referred to as the "Ordinary Shares". Any reference made hereinafter to a "share" or to "shares" shall be construed as a reference to any or all of the above classes of shares, depending on the context and as applicable, and the same construction shall apply to a reference to a "partner" or to "partners".

Each class of shares will have the same rights, save as otherwise provided in these articles of incorporation. Each share is entitled to one vote at ordinary and extraordinary general meetings of partners.

5.2 The share capital may be modified at any time by approval of a majority of partners representing three quarters of the share capital at least.

5.3 The share capital of the Company may be reduced through cancellation of shares including by cancellation of one or more entire classes of Ordinary Shares through repurchase and cancellation of all the shares in issue in such class(es). For the purposes of this article 5, the following capitalized terms shall have the meanings set out next to them:

- "Available Amount": means the total amount of realized profits since the end of the last fiscal year, increased by carried forward profits and distributable reserves, but decreased by carried forward losses and sums to be allocated to a reserve to be established by law or by these articles of incorporation determined on the basis of the Interim Accounts relating to the relevant Class Period (or New Period, as the case may be);

- "Cancellation Value Per Share": means (i) the nominal value per Ordinary Share to be cancelled plus (ii) the Available Amount divided by the number of Ordinary Shares in issue in the relevant class of Ordinary Shares to be repurchased and cancelled;

- "Class A Interim 2009 Accounts": means the Interim Accounts for the repurchase and cancellation of the Class A Shares;

- "Class C Interim 2011 Accounts": means the Interim Accounts for the repurchase and cancellation of the Class C Shares;

- "Class D Interim 2012 Accounts": means the Interim Accounts for the repurchase and cancellation of the Class D Shares;

- "Class E Interim 2013 Accounts": means the Interim Accounts for the repurchase and cancellation of the Class E Shares;

- "Class F Interim 2014 Accounts": means the Interim Accounts for the repurchase and cancellation of the Class F Shares;

- "Class G Interim 2015 Accounts": means the Interim Accounts for the repurchase and cancellation of the Class G Shares;

- "Class H Interim 2016 Accounts": means the Interim Accounts for the repurchase and cancellation of the Class H Shares;

- "Class I Interim 2017 Accounts": means the Interim Accounts for the repurchase and cancellation of the Class I Shares;

- "Class J Interim 2018 Accounts": means the Interim Accounts for the repurchase and cancellation of the Class J Shares;

- "Class Period": means each of the Class A Period, the Class C Period, the Class D Period, the Class E Period, the Class F Period, the Class G Period, the Class H Period, the Class I Period and the Class J Period (as defined below);

- "Interim Accounts": means the interim accounts of the Company as at the relevant Interim Account Date;

- "Interim Account Date": means the date no earlier than eight (8) days before the date of the repurchase and cancellation of the relevant class(es) of Ordinary Shares, provided that such date may not be later than the last day of the third month following the first year end after the start date of the relevant period.

5.4 In the event of a reduction of share capital through the repurchase and cancellation of one or more class(es) of Ordinary Shares, the holders of shares of the repurchased and cancelled class(es) of Ordinary Shares shall receive from

the Company an amount equal to the Cancellation Value Per Share for each share of the relevant class(es) held by them and cancelled.

5.5 Each class of Ordinary Shares gives right to the holders thereof pro rata to their holding in such class, in case of redemption of such class, to the Available Amount for the relevant Class Period to which the class relates pursuant to these articles of incorporation.

5.5.1 The period for Class A Shares is the period starting on the day of incorporation of the Company, being 1<sup>st</sup> October 2008, and ending on the Interim Account Date for the Class A 2009 Interim Accounts (the "Class A Period").

5.5.2 the period for Class C Shares is the period starting on the day after the Class B Period and ending on the Interim Account Date for the Class C 2011 Interim Accounts (the "Class C Period");

5.5.3 the period for Class D Shares is the period starting on the day after the Class C Period and ending on the Interim Account Date for the Class D 2012 Interim Accounts (the "Class D Period");

5.5.4 the period for Class E Shares is the period starting on the day after the Class D Period and ending on the Interim Account Date for the Class E 2013 Interim Accounts (the "Class E Period");

5.5.5 the period for Class F Shares is the period starting on the day after the Class D Period and ending on the Interim Account Date for the Class F 2014 Interim Accounts (the "Class F Period");

5.5.6 the period for Class G Shares is the period starting on the day after the Class F Period and ending on the Interim Account Date for the Class G 2015 Interim Accounts (the "Class G Period");

5.5.7 the period for Class H Shares is the period starting on the day after the Class G Period and ending on the Interim Account Date for the Class H 2016 Interim Accounts (the "Class H Period");

5.5.8 the period for Class I Shares is the period starting on the day after the Class H Period and ending on the Interim Account Date for the Class I 2017 Interim Accounts (the "Class I Period"); and

5.5.9 the period for Class J Shares is the period starting on the day after the Class I Period and ending on the Interim Account Date for the Class J 2018 Interim Accounts (the "Class J Period").

5.5.10 For the avoidance of doubt, if there has been no Interim Account Date for a certain class, the relevant Class Period of such class will end on the last day of the third month following the first year end after the start date of the relevant Class Period.

5.6 In the event a class of Ordinary Shares has not been repurchased and cancelled within the relevant Class Period, the holders of such class shall become entitled, in case of a redemption and cancellation of the relevant class, to the Available Amount for a new period (the "New Period") which shall start on the date after the last Class Period (or as the case may be, the immediately preceding New Period of another class) and end on the Interim Account Date of the Interim Accounts prepared for the repurchase and cancellation of such class of Ordinary Shares, provided that if there is no Interim Account Date for such class, the relevant Class Period of such class will end on the last day of the third month following the first year end after the start date of such New Period. The first New Period shall start on the date after the Class J Period and the classes of Ordinary Shares not repurchased and not cancelled in their Period as per article 5.5.1 to 5.5.9 shall come in the order of Class A to Class J (to the extent not previously repurchased and cancelled).

5.7 In the case of a redemption of a class of Ordinary Shares, the holders of such class of Ordinary Shares shall receive the Cancellation Value Per Share."

Whereof the present deed is drawn up in Luxembourg, on the day stated 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 version; on request of the appearing parties 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 parties known to the notary by her name, first name, civil status and residence, the proxyholder of the appearing parties signed together with the notary the present deed.

#### **Suit la traduction en français du texte qui précède:**

L'an deux mille dix, le vingt-trois décembre.

Par-devant Maître Jean-Joseph WAGNER, notaire résidant à Sanem, Grand-Duché de Luxembourg.

Ont comparu:

- PALAMON EUROPEAN EQUITY II L.P., un limited partnership régi selon les lois d'Angleterre et du Pays de Galles, ayant son siège social à Cleveland House 33 King Street, Londres, SW1Y 6RJ, immatriculé à Cardiff sous le numéro LP 10434,

ici représentée par Madame Linda HARROCH, maître en droit, demeurant à Luxembourg, en vertu d'une procuration sous seing privé donnée en date du 22 décembre 2010.

- PALAMON EUROPEAN EQUITY II "BOA" L.P., un limited partnership régi selon les lois d'Angleterre et du Pays de Galles, ayant son siège social à Cleveland House 33 King Street, Londres, SW1Y 6RJ, immatriculé à Cardiff sous le numéro LP 10450,

ici représentée par Madame Linda HARROCH, prénommée, en vertu d'une procuration sous seing privé donnée en date du 22 décembre 2010.

Les procurations signées ne varient par la mandataire des parties comparantes et par le notaire soussigné resteront annexées au présent acte, pour être soumises avec lui aux formalités de l'enregistrement.

Lesquelles parties comparantes sont les associés de «DS LUXEMBOURG ONE S.à r.l.» (ci après la «Société»), une société à responsabilité limitée régie selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché de Luxembourg et immatriculée auprès du Registre du Commerce et des Sociétés sous le numéro B 142.136, constituée suivant un acte du notaire soussigné en date du 1<sup>er</sup> octobre 2008, dont les statuts ont été publiés au Mémorial C, Recueil Spécial des Sociétés et Associations du 22 octobre 2008 (numéro 2584, page 123986) (le «Mémorial C») et ont été modifiés pour la dernière fois le 24 novembre 2008, publié au Mémorial C, Recueil Spécial des Sociétés et Associations du 6 janvier 2009, numéro 19.

Lesquelles parties comparantes, représentant l'intégralité du capital social, ont requis le notaire instrumentant d'acter les résolutions suivantes:

#### *Première résolution*

Les associés décident de prendre note et d'approuver le rachat par la Société des quatre cent vingt six mille deux cent cinquante (426,250) parts sociales de catégorie B (les "Parts Sociales de Catégorie B"), chaque part sociale ayant une valeur nominale d'un euro (EUR 1.00), et détenues (les "Parts Sociales Rachetées") comme suit par:

- (i) PALAMON EUROPEAN EQUITY II L.P., précitée, détient 418,680 Parts Sociales de Catégorie B; et
- (ii) PALAMON EUROPEAN EQUITY II "BOA" L.P., précitée, détient 7,570 Parts Sociales de Catégorie B.

Le prix de remboursement à allouer à PALAMON EUROPEAN EQUITY II L.P., précitée, et à PALAMON EUROPEAN EQUITY II "BOA" L.P., précitée, en relation avec ces Parts Sociales Rachetées est de quatre millions neuf cent quatre vingt dix sept mille cent un euros (EUR 4.947.101,00) (le "Prix de Rachat"), et ce conformément aux résolutions du conseil de gestion de la Société daté avant ou à la date du présent acte et en accord avec les comptes intermédiaires dressés par les

Le Prix de Rachat est alloué comme suit:

- (i) EUR 4.859.243,00 à PALAMON EUROPEAN EQUITY II L.P.; et
- (ii) EUR 87.858,00 à PALAMON EUROPEAN EQUITY II "BOA" L.P.

#### *Deuxième résolution*

Les associés décident par conséquent de réduire le capital social d'un montant de quatre cent vingt six mille deux cent cinquante euros (EUR 426,250.00), afin de le porter de son montant actuel de quatre millions deux cent soixante deux mille quatre cent quatre vingt dix huit euros (EUR 4,262,498.00), à trois millions huit cent trente six mille deux cent quarante huit euros (EUR 3,836,248.00), par l'annulation des Parts Sociales Rachetées.

#### *Troisième résolution*

Les associés décident de modifier l'article 5 des statuts de la Société, qui sera désormais rédigé comme suit:

##### **" Art. 5.**

5.1 Le capital social de la Société est fixé à la somme de trois millions huit cent trente six mille deux cent quarante huit euros (EUR 3,836,248.-) représenté par 426.248 Parts Sociales de Catégorie A (les "Parts Sociales de Catégorie A"), 426.250 Parts Sociales de Catégorie C (les "Parts Sociales de Catégorie C"), 426.250 Parts Sociales de Catégorie D (les "Parts Sociales de Catégorie D"), 426.250 Parts Sociales de Catégorie E (les "Parts Sociales de Catégorie E"), 426.250 Parts Sociales de Catégorie F (les "Parts Sociales de Catégorie F"), 426.250 Parts Sociales de Catégorie G (les "Parts Sociales de Catégorie G"), 426.250 Parts Sociales de Catégorie H (les "Parts Sociales de Catégorie H"), 426.250 Parts Sociales de Catégorie I (les "Parts Sociales de Catégorie I"), 426.250 Parts Sociales de Catégorie J (les "Parts Sociales de Catégorie J"), d'une valeur d'un euro (EUR 1,-) chacune.

Les parts sociales de catégorie A à J sont ci-après désignés comme étant les "Parts Sociales Ordinaires". Toute référence faite ci-après à une "Part Sociale" ou aux "Parts Sociales" sera interprétée comme une référence à tout ou partie des catégories de parts sociales mentionnées ci-dessus, dépendant du contexte et si cela est applicable, et la même interprétation sera faite en cas de référence à un "associé" ou aux "associés". Chaque catégorie de parts sociales aura les mêmes droits, sauf s'il en est disposé autrement dans les présents statuts. Chaque part sociale donne droit à une voix aux assemblées générales ordinaires et extraordinaires des associés.

5.2 Le capital social de la Société pourra être modifié à tout moment par une résolution des associés représentant les trois quart au moins du capital social.

5.3 Le capital social de la Société pourra être réduit par l'annulation de Parts Sociales y compris par l'annulation de l'entière d'une ou de plusieurs Catégorie(s) de Parts Sociales Ordinaires, par le rachat et l'annulation de toutes les Parts Sociales émises de cette/ces catégorie(s). Pour les besoins du présent article 5, les termes suivants auront le sens qui leur est associé:

- "Comptes Intérimaires" signifie les Comptes Intérimaires de la Société à la Date Comptable Intérimaire pertinente.

- "Comptes Intérimaires 2009 de Catégorie A" signifie les Comptes Intérimaires pour le rachat et l'annulation des Parts Sociales de Catégorie A.

- "Comptes Intérimaires 2011 de Catégorie C" signifie les Comptes Intérimaires pour le rachat et l'annulation des Parts Sociales de Catégorie C.

- "Comptes Intérimaires 2012 de Catégorie D" signifie les Comptes Intérimaires pour le rachat et l'annulation des Parts Sociales de Catégorie D.

- "Comptes Intérimaires 2013 de Catégorie E" signifie les Comptes Intérimaires pour le rachat et l'annulation des Parts Sociales de Catégorie E.

- "Comptes Intérimaires 2014 de Catégorie F" signifie les Comptes Intérimaires pour le rachat et l'annulation des Parts Sociales de Catégorie F.

- "Comptes Intérimaires 2015 de Catégorie G" signifie les Comptes Intérimaires pour le rachat et l'annulation des Parts Sociales de Catégorie G.

- "Comptes Intérimaires 2016 de Catégorie H" signifie les Comptes Intérimaires pour le rachat et l'annulation des Parts Sociales de Catégorie H.

- "Comptes Intérimaires 2017 de Catégorie I" signifie les Comptes Intérimaires pour le rachat et l'annulation des Parts Sociales de Catégorie I.

- "Comptes Intérimaires 2018 de Catégorie J" signifie les Comptes Intérimaires pour le rachat et l'annulation des Parts Sociales de Catégorie J.

- "Date Comptable Intérimaire" signifie la date pas plus tôt que huit (8) jours avant la date du rachat et de l'annulation de la Catégorie pertinente de Parts Sociales Ordinaires, pourvu que cette date ne puisse être postérieure au dernier jour du troisième mois après la fin de la première année suivant le début de la date de la période pertinente.

- "Montant Disponible" signifie le montant total des profits réalisés depuis la fin de la dernière année fiscale augmentés des profits reportés et des réserves distribuables, mais diminué par les pertes reportées et les sommes devant être allouées à une réserve établie suivant les exigences de la loi ou des présents statuts déterminés sur base des Comptes Intérimaires afférents liés à la Période de Catégorie (définie ci-après) concernée (ou Nouvelle Période, le cas échéant).

- "Période de Catégorie" signifie chacune des Périodes de Catégorie A, Périodes de Catégorie C, Périodes de Catégorie D, Périodes de Catégorie E, Périodes de Catégorie F, Périodes de Catégorie G, Périodes de Catégorie H, Périodes de Catégorie I, et Périodes de Catégorie J.

- "Valeur d'Annulation par Part Sociale" signifie (i) la valeur nominale par Part Sociale Ordinaire devant être annulée plus (ii) le Montant Disponible divisé par le nombre de Parts Sociales Ordinaires émises dans la ou les catégorie/catégories devant être rachetés et annulés.

5.4 Dans le cas d'une réduction du capital social par le rachat et l'annulation d'une ou plusieurs catégorie(s) de Parts Sociales Ordinaires, les détenteurs de parts sociales de la ou des catégories de Parts Sociales rachetée(s) et annulée(s) recevront de la Société un montant égal à la Valeur d'Annulation par Part Sociale pour chaque Part Sociale de la Catégorie concernée détenue par eux et annulée.

5.5 Chaque catégorie de Parts Sociales Ordinaires donne droit aux détenteurs de celles ci au pro rata de leur détention dans une telle catégorie au Montant Disponible pour la Période Catégorie Concernée à laquelle la catégorie est liée suivant les présents statuts, dans l'hypothèse du rachat d'une telle catégorie.

5.5.1 La période pour les Parts Sociales de Catégorie A est la période commençant à la date de constitution de la Société, étant le 1er octobre 2008, et se terminant à la date des Comptes Intérimaires relativement aux Comptes Intérimaires 2009 de la Catégorie A (la "Période de Catégorie A");

5.5.2 La période pour les Parts Sociales de Catégorie C est la période commençant le jour suivant la Période de Catégorie B et se terminant à la date des Comptes Intérimaires relativement aux Comptes Intérimaires 2011 de la Catégorie C (la "Période de Catégorie C");

5.5.3 La période pour les Parts Sociales de Catégorie D est la période commençant le jour suivant la Période de Catégorie C et se terminant à la date des Comptes Intérimaires relativement aux Comptes Intérimaires 2012 de la Catégorie D (la "Période de Catégorie D");

5.5.4 La période pour les Parts Sociales de Catégorie E est la période commençant le jour suivant la Période Catégorie D et se terminant à la date des Comptes Intérimaires relativement aux Comptes Intérimaires 2013 de la Catégorie E (la "Période de Catégorie E");

5.5.5 La période pour les Parts Sociales de Catégorie F est la période commençant le jour suivant la Période de Catégorie E et se terminant à la date des Comptes Intérimaires relativement aux Comptes Intérimaires 2014 de la Catégorie F (la "Période de Catégorie F");

5.5.6 La période pour les Parts Sociales de Catégorie G est la période commençant le jour suivant la Période de Catégorie F et se terminant à la date des Comptes Intérimaires relativement aux Comptes Intérimaires 2015 de la Catégorie G (la "Période de Catégorie G");



5.5.7 La période pour les Parts Sociales de Catégorie H est la période commençant le jour suivant la Période de Catégorie G et se terminant à la date des Comptes Intérimaires relativement aux Comptes Intérimaires 2016 de la Catégorie H (la "Période de Catégorie H");

5.5.8 La période pour les Parts Sociales de Catégorie I est la période commençant le jour suivant la Période de Catégorie H et se terminant à la date des Comptes Intérimaires relativement aux Comptes Intérimaires 2017 de la Catégorie I (la "Période de Catégorie I"), et

5.5.9 La période pour les Parts Sociales de Catégorie J est la période commençant le jour suivant la Période de Catégorie I et se terminant à la date des Comptes Intérimaires relativement aux Comptes Intérimaires 2018 de la Catégorie J (la "Période de Catégorie J").

5.5.10 Pour éviter tout doute, s'il n'y a eu aucune date de Comptes Intérimaires pour une certaine catégorie, la Période de Catégorie d'une telle catégorie se terminera au dernier jour du troisième mois suivant la fin de la première année après la date de début de la Période de Catégorie concernée.

5.6 Dans l'hypothèse où une catégorie de Parts Sociales Ordinaires n'a pas été rachetée et annulée lors de la Période de Catégorie concernée, les détenteurs de telle catégorie seront habilités à recevoir, dans l'hypothèse d'un rachat et d'une annulation de la catégorie concernée, le Montant Disponible pour une nouvelle période (la "Nouvelle Période") qui débutera à la date suivant la dernière Période de Catégorie (ou le cas échéant, la Nouvelle Période d'une nouvelle catégorie la précédant immédiatement) et finira à la Date de Compte Intérimaire des Comptes Intérimaires préparés en vue du rachat et de l'annulation d'une telle catégorie de Parts Sociales Ordinaires, dans la mesure où il n'y a eu aucune Date de Compte Intérimaire pour une telle catégorie, la période de catégorie pour une telle catégorie se terminera le dernier jour du troisième mois suivant la fin de la première année après la date de début d'une telle Nouvelle Période. La première Nouvelle Période commencera à la date suivant la Période de Catégorie J et les catégories de Parts Sociales Ordinaires non rachetées et non annulées au cours de leurs périodes en accord avec les articles 5.5.1 à 5.5.10 dans l'ordre des catégories A à J (dans la mesure où elles n'ont pas été rachetées et annulées auparavant).

5.7 Dans l'hypothèse d'un rachat d'une catégorie de Parts Sociales Ordinaires, les détenteurs d'une telle catégorie de Parts Sociales Ordinaires recevront la Valeur d'Annulation Par Part Sociale."

DONT ACTE, passé à Luxembourg, les jour, mois et an figurant en tête des présentes.

Le notaire soussigné qui comprend et parle l'anglais, constate que le présent acte est rédigé en langue anglaise, suivi d'une version française; sur demande des parties comparantes et en cas de divergences entre le texte français et le texte anglais, ce dernier fait foi.

Et après lecture faite et interprétation donnée à la mandataire des parties comparantes, connue du notaire instrumentant par ses, nom, prénom usuel, état et demeure, la mandataire des parties comparantes a signé avec le notaire le présent acte.

Signé: L. HARROCH, J.-J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 30 décembre 2010. Relation: EAC/2010/17003. Reçu soixante-quinze Euros (75,- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2011032620/308.

(110037473) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

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**Elypsia S.A., Société Anonyme.**

Siège social: L-1160 Luxembourg, 32-36, boulevard d'Avranches.

R.C.S. Luxembourg B 80.970.

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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.

Mersch, le 3 mars 2011.

Référence de publication: 2011032628/10.

(110037400) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

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**Finexo S.A., Société Anonyme.**

Siège social: L-2210 Luxembourg, 54-56, boulevard Napoléon 1er.

R.C.S. Luxembourg B 118.255.

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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 4 mars 2011.

Référence de publication: 2011032653/10.

(110037705) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

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**Bromley S.A., Société Anonyme.**

Siège social: L-1341 Luxembourg, 7, place Clairefontaine.  
R.C.S. Luxembourg B 21.630.

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AUSZUG

Durch Beschluss der Gesellschafterversammlung der Gesellschaft vom 25. März 2011 wurde beschlossen:

- den Sitz der Gesellschaft von derzeit 16, Allée Marconi, L-2120 Luxembourg nach 7, Place Clairefontaine, L-1341 Luxembourg mit Wirkung zum 25. März 2011 zu verlegen;

- die Rücktritte der folgenden Personen als Mitglieder des Verwaltungsrates (Conseil d'Administration) der Gesellschaft, mit Wirkung zum 24. März 2011 zur Kenntnis zunehmen und ihnen zuzustimmen:

\* Fidesco S.A., eine société anonyme mit Sitz in L-2120 Luxembourg, 16, Allée Marconi,

\* Herr Jean-Marie Poos, geschäftsansässig in L-2120 Luxembourg, 16, Allée Marconi, und

\* Herr Luc Braun, geschäftsansässig in L-2120 Luxembourg, 16, Allée Marconi;

- die folgenden Personen als neue Mitglieder des Verwaltungsrates der Gesellschaft mit Wirkung zum 24. März 2011 und für eine Dauer von sechs (6) Jahren zu ernennen;

\* Herr Daniel Kranz, geboren am 10. März 1972 in Trier, Deutschland, geschäftsansässig in L-1341 Luxembourg, 7, Place Clairefontaine,

\* Herr Achim Mattes, geboren am 29. April 1978 in Trier, Deutschland, geschäftsansässig in L-1341 Luxembourg, 7, Place Clairefontaine,

\* Herr Thomas Bohnstedt, geboren am 14. April 1978 in Wermelskirchen, Deutschland, geschäftsansässig in D-80333 München, Maximiliansplatz 12,

\* Herr Kai Braun, geboren am 26. März 1978 in Freiburg im Breisgau, Deutschland, geschäftsansässig in L-1931 Luxembourg, 21, avenue de la Liberté,

\* Herr Marc-Oliver Scharwath, geboren am 1. September 1977 in Kaiserslautern, Deutschland, geschäftsansässig in L-1931 Luxembourg, 21, avenue de la Liberté, und

\* Herr Frank Zabel, geboren am 19. September 1963 in Mannheim, Deutschland, geschäftsansässig in D-40221 Düsseldorf, Kaistraße 8a.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxembourg, den 12. April 2011.

*Für Bromley S.A.*

Unterschrift

Référence de publication: 2011051542/34.

(110058322) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2011.

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

Siège social: L-6930 Mensdorf, 16A, rue d'Ubersyren.

R.C.S. Luxembourg B 149.688.

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Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg. Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

*Pour SME Luxembourg S.à r.l.*

FIDUCIAIRE DES PME SA

Signatures

Référence de publication: 2011050823/12.

(110056478) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2011.

**Fenim Holding, Société à responsabilité limitée.**

Siège social: L-1610 Luxembourg, 42-44, avenue de la Gare.

R.C.S. Luxembourg B 132.112.

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L'adresse professionnelle de Monsieur Hans Pieterman est au Jan van Rijswijcklaan 162, B-2020 Antwerp. Luxembourg, le 30 mars 2011.

Référence de publication: 2011049252/9.

(110054836) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 avril 2011.

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

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

Siège social: L-2540 Luxembourg, 13, rue Edward Steichen.

R.C.S. Luxembourg B 152.914.

Suite à la décision du Conseil de Gérance de la Société, prise en date du 23 mars 2011, il est à noter la nouvelle adresse du siège social de la Société comme suit:

- 13 rue Edward Steichen, L-2540 Luxembourg, Le Grand Duché du Luxembourg.

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

Manacor (Luxembourg) S.A.

Signatures

Gérant B

Référence de publication: 2011047896/15.

(110053095) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 avril 2011.

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**Muscat S.A., Société Anonyme.**

Siège social: L-1449 Luxembourg, 18, rue de l'Eau.

R.C.S. Luxembourg B 64.669.

L'an deux mille onze, le premier mars.

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

S'est tenue une Assemblée Générale Extraordinaire des actionnaires de la société anonyme établie à Luxembourg sous la dénomination de "MUSCAT S.A.", R.C.S. Luxembourg Numéro B 64.669 ayant son siège social à Luxembourg au 18, rue de l'Eau, constituée par acte de Maître Georges d'HUART, notaire de résidence à Pétange, en date du 20 mai 1998, publié au Mémorial, Recueil des Sociétés et Associations C numéro 594 du 17 août 1998.

La séance est ouverte sous la présidence de Monsieur Stéphane SABELLA, juriste, domicilié professionnellement au 18, rue de l'Eau, L-1449 Luxembourg.

Monsieur le Président désigne comme secrétaire Madame Sylvie DUPONT, employée privée, domiciliée professionnellement au 74, avenue Victor Hugo, L-1750 Luxembourg.

L'assemblée élit comme scrutateur Monsieur Raymond THILL, Maître en droit, domicilié professionnellement au 74, avenue Victor Hugo, L-1750 Luxembourg.

Monsieur le Président expose ensuite:

I. - Qu'il résulte d'une liste de présence dressée et certifiée par les membres du bureau que les trente-sept (37) actions d'une valeur nominale de mille euros (EUR 1.000,-) chacune, représentant l'intégralité du capital social de trente-sept mille euros (EUR 37.000,-) sont dûment représentées à la présente assemblée qui en conséquence est régulièrement constituée et peut délibérer ainsi que décider valablement sur les points figurant à l'ordre du jour, ci-après reproduits, tous les actionnaires représentés ayant accepté de se réunir sans convocations préalables.

Ladite liste de présence, portant les signatures des actionnaires tous représentés, restera annexée au présent procès-verbal ensemble avec les procurations pour être soumise en même temps aux formalités de l'enregistrement.

II. - Que l'ordre du jour de la présente Assemblée est conçu comme suit:

1. Dissolution de la société et mise en liquidation.
2. Nomination d'un ou plusieurs liquidateurs et détermination de leurs pouvoirs.
3. Divers.

L'Assemblée, après avoir approuvé l'exposé de Monsieur le Président et après s'être reconnue régulièrement constituée, a abordé l'ordre du jour et, après en avoir délibéré, a pris à l'unanimité des voix les résolutions suivantes:

*Première résolution*

L'assemblée générale décide de dissoudre la Société et de la mettre en liquidation.

*Deuxième résolution*

L'assemblée générale nomme aux fonctions de liquidateur, pour la durée de la liquidation, la société LISOLUX S.A.R.L., ayant son siège social au 18, rue de l'Eau, L-1449 Luxembourg, qui aura les pouvoirs les plus étendus pour réaliser la liquidation, y compris ceux de réaliser les opérations prévues à l'article 145 de la loi modifiée du 10 août 1915 sur les sociétés commerciales.

Plus rien ne figurant à l'ordre du jour et personne ne demandant la parole, l'Assemblée s'est terminée.

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

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

Signé: S. Sabella, S. Dupont, R. Thill et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 3 mars 2011. LAC/2011/10315. Reçu cent douze euros Eur 1% = 12.-

Le Receveur (signé): Francis SANDT.

POUR EXPEDITION CONFORME, délivrée à la demande de la prédite société, aux fins d'inscription au Registre de Commerce.

Luxembourg, le 7 mars 2011.

Référence de publication: 2011034385/49.

(110038140) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mars 2011.

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**Ring Pelze International S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 22.603.

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CLÔTURE DE LIQUIDATION

Il résulte du jugement rendu par le Tribunal d'Arrondissement de et à Luxembourg, sixième chambre, siégeant en matière commerciale le 17 mars 2011, et portant le numéro 474/11, que les opérations de liquidation de la société à responsabilité limitée RING PELZE INTERNATIONAL SARL, sans siège social connu, ayant exploité une surface commerciale qu'elle avait pris en sous-location de la société ADLER MODE S.A. établie à L-3898 FOETZ, 11, rue du Brill, ont été déclarées closes pour insuffisance d'actif.

*Pour la société*

Me Gérard SCHANK

*Le liquidateur*

Référence de publication: 2011047897/16.

(110053558) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 avril 2011.

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**Satinland Finance S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-2540 Luxembourg, 13, rue Edward Steichen.

R.C.S. Luxembourg B 148.401.

Suite à la décision du Conseil de Gérance de la Société, prise en date du 23 mars 2011, il est à noter la nouvelle adresse du siège social de la Société comme suit:

- 13 rue Edward Steichen, L-2540 Luxembourg, Le Grand Duché du Luxembourg.

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

Manacor (Luxembourg) S.A.

Signatures

*Gérant B*

Référence de publication: 2011047899/15.

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**Capital Ventures (Australasia) Sàrl, Société à responsabilité limitée.**

Siège social: L-1511 Luxembourg, 193, avenue de la Faiencerie.

R.C.S. Luxembourg B 87.722.

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EXTRAIT

L'associé unique a transféré en date du 7 octobre 2010 son siège social du 7, rue Nicolas Bové L-1253 Luxembourg, Grand-Duché de Luxembourg au 193, avenue de la Faiencerie, L-1511 Luxembourg, Grand-Duché de Luxembourg.

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

Luxembourg, le 11 avril 2011.

Monique Martins

*Gérante*

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