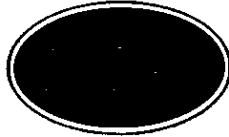


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23 JUL 2009

CERTIFIED TRUE COPY OF AN EXTRAORDINARY RESOLUTION signed by all the Members of **Mediterranean Investments Holding plc** (the "Company") at 22 Europa Centre, Floriana on 24th June 2009

RESOLVED that the Company's Memorandum and Articles of Association be and are hereby revoked and substituted in their entirety by the attached Memorandum and Articles of Association, which are hereby confirmed, approved and ratified in all respects.

Certified True Copy

Reginald Cuschieri
Company Secretary



*MFA originally
Submitted on
2nd July 2009

MEMORANDUM OF ASSOCIATION

OF

MEDITERRANEAN INVESTMENTS HOLDING P.L.C.

1. Name

The name of the Company is "Mediterranean Investments Holding p.l.c."

2. Status of the Company

The Company is a public company and the provisions of the Companies Act, Cap. 386 shall be applicable accordingly.

3. Registered Office

The registered office of the Company shall be situated at 22, Europa Centre, Floriana FRN 1400, Malta or at such other address in Malta as may be determined by the Company's board of directors.

4. Objects

4.1 The objects for which the Company is constituted, which are limited to activities outside Malta and to such other acts as are or may be necessary for its operations from Malta, are as follows are:-

- (a) to directly and indirectly acquire and develop real estate opportunities in North Africa, including without limitation, opportunities with respect to retail outlets, shopping malls, office and commercial buildings, resident gated compounds, housing, 3 star hotels, build-operate-transfer (BOT) and other governmental projects, and conference centres (collectively, the "Business").
- (b) to acquire and hold, buy and/or sell shares, membership interests, rights, stocks, bonds, debentures or securities of or in any company, partnership or body of persons (whether such shares, interests or other securities be fully paid or not) where the so doing may seem desirable in the interests of the Company, and in such manner as may from time to time be determined, solely in the name of, for and on behalf of the Company;
- (c) to carry out such activities as may be ancillary to the above or as may be necessary or desirable to achieve the above objects.

4.2 Nothing in the foregoing is to be construed as empowering or enabling the Company to deal in real estate situated in Malta, to compete with Maltese tour operators, to import

merchandise for re-sale in Malta in its imported state, to carry on any wholesale or retail trade in Malta, or to carry out any activity or service which requires a licence or is otherwise regulated under the Banking Act, 1994, the Financial Institutions Act, 1994, and the Investment Services Act, 1994 without a licence or other appropriate authorisation from the respective competent authority.

- 4.3 The above objects are to be construed consistently with, and subject to the provisions of, the Companies Act, 1995.

5. *Powers of the Company*

In attaining its objects, the Company has the following powers:–

- 5.1 to purchase, otherwise acquire, and to sell and transfer, take on (or grant on) lease and exchange any asset, and to carry out such amelioration, upgrading or reconstruction work on such assets as the Company's Board of Directors may consider to be necessary for the development of the Company;
- 5.2 to sell, manage, improve, process, manufacture, exchange, insure, let on lease or otherwise, mortgage, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with, all or any part of the Company's property and rights for such consideration as the Company's Board of Directors may think fit;
- 5.3 to borrow or raise money in such manner as the Company's Board of Directors may think fit, whether as sole borrower or jointly with other persons, and in particular by way of loan and/or overdraft, credits and other financial and monetary facilities, by the issue of securities of any description including bonds, debentures, and other instruments creating or acknowledging indebtedness, or otherwise, and to secure the repayment of any money borrowed or raised and the payment of any interest thereon, by the creation of any charge, hypothec, pledge, privilege or other security interest upon any or all of the Company's assets present and future, and for such purpose to execute any deed or instrument as may be necessary, and to act as guarantor of any third party.
- 5.4 to appoint agents of the Company in any part of the world;
- 5.5 to enter into any arrangements with any governments or authorities, municipal, local or otherwise, in any part of the world, and to obtain from any such government or authority all rights, concessions and privileges that the Company's Board of Directors consider may be conducive to any or all of the Company's objects;
- 5.6 to enter into partnership, conduct any joint venture, or enter into any arrangement for sharing profits, enter into any union of interests, reciprocal concession, or co-operation with any person or company carrying on, or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, and to take, or otherwise acquire, and hold, shares or stock in, or securities of, any such company, and to subsidise or otherwise assist any such person or company;
- 5.7 to acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on, or proposing to carry on, any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-

- operation, or for limiting competition, or for mutual assistance, with any such person, firm or company, and to give or accept, as consideration for any of the aforesaid acts or things or property acquired, any shares, debentures, debenture stock or securities that may be agreed on, and to hold and retain, or sell, mortgage and deal with, any shares, debentures, debenture stock or securities so received;
- 5.8 to lend and advance money, or give credit to such persons, on such terms as the Company's directors may consider expedient to the Company, only where necessary and in relation to the business of the Company;
- 5.9 to draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments;
- 5.10 to employ any number of workers for the purposes for which the Company is established and to remunerate any person, firm or company rendering services to this Company, whether by cash payment or by the allotment to him or them of shares or securities of the Company, credited as paid up in full or in part or otherwise;
- 5.11 to pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of this Company;
- 5.12 to grant pensions, allowances, gratuities and bonuses to directors, ex-directors, officers (excluding auditors and lawyers in their capacities as such), ex-officers (excluding auditors and lawyers in their capacities as such), employees or ex-employees of the Company, or the dependants of such persons;
- 5.13 to promote any other company for the purpose of acquiring all or any of the property, or undertaking any of the liabilities, of this Company, or of undertaking any business or operations which may appear to the Company's directors likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to subscribe for, or otherwise acquire, all or any part of the shares or securities of any such company as aforesaid;
- 5.14 to amalgamate with any other company whose objects are similar to those of this Company, whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking, subject to the liabilities, of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid shares or otherwise) of all of, or a controlling interest in, the shares or stock of this or any such other company as aforesaid, or by partnership, or by any arrangement of the nature of partnership, or in any other manner;
- 5.15 to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
- 5.16 to sell or dispose of the undertaking, property and assets of the Company, or any part thereof, in such manner and for such consideration as the Company's directors may think fit;

5.17 to do all or any of the above things in any part of the world, and either as principals, agents, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, or otherwise.

6. Capital

6.1 The Company's authorised share capital is one hundred million euros (€ 100,000,000) divided into fifty million (50,000,000) "A" Shares of a nominal value of one euro (€1) each and fifty million (50,000,000) "B" Shares of a nominal value of one euro (€1) each.

6.2 The Company's issued share capital is forty eight million and two thousand euros (€ 48,002,000) divided into twenty four million and one thousand (24,001,000) "A" Shares of a nominal value of one euro (€1) each and twenty four million and one thousand (24,001,000) "B" Shares of a nominal value of one euro (€1) each, all of which are issued at par and are fully paid (in cash) on subscription.

6.3 Save as may be expressly provided in these Memorandum and Articles of Association, the Shares of the different classes shall rank *pari passu* for all intents and purposes of law.

7. Directors

7.1 The Company's board of directors will consist of seven (7) directors. The directors shall be appointed in the manner provided for in the Company's articles of association

7.2 The directors of the Company are:

***Directors' Names
and ID card /Passport number***

Addresses

Alfred Pisani
Malta Identity Card: 126839(M)

(appointed by the holder of the "A" Shares)

'Villa Fiorita',
Triq Giorgio Locano
Iklin, Malta

Yousef A Abdelmaula
Libyan Passport no. 000074

(appointed by the holder of the "A" Shares)

Abd Al Rahman
Al Dakhel St.
Hay Alandalus
Libya

Joseph Fenech
Malta Identity Card: 656656(M)

(appointed by the holder of the "A" Shares)

8, 'Zeus'
Triq il-Harruba,
Iklin, NXR09
Malta

Khalil E A M Alabdullah
Kuwait Passport 001644887

Kuwait Free Trade Zone
Shuwaikh

(appointed by the holder of the "B" Shares)	Kuwait
Musaed N M Alsaleh Al Mutawa	Kuwait Free Trade Zone
Kuwait Passport 002274526	Shuwaikh
(appointed by the holder of the "B" Shares)	Kuwait
Faisal J S Alessa	Kuwait Free Trade Zone
Kuwait Passport 002204181	Shuwaikh
(appointed by the holder of the "B" Shares)	Kuwait
Joseph C. Caruana	90, 'Arcadia',
Malta Identity Card: 513739(M)	Mosta Road,
(appointed jointly by the holder of the "A" Shares and the holder of the "B" Shares)	Attard ATD 1430 Malta

8. *Representation of the Company*

- 8.1 Deeds of whatever nature engaging the Company and all other documents purporting to bind the Company, including bank documents, cheques, promissory notes, drafts, bills of exchange and other negotiable instruments shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, on behalf of the Company by any director appointed solely by the holder of the "A" Shares jointly with any director appointed solely by the holder of the "B" Shares, or, without prejudice to the power of such directors at all times to represent the Company as aforesaid, by any person or persons duly authorised by the Board for the purpose.
- 8.2 The Company shall be represented in judicial proceedings by any one (1) director, or, without prejudice to the power of such director at all times to represent the Company as aforesaid, by any person or persons duly authorised by the Board for the purpose.

9. *Secretary*

The Secretary of the Company is Reginald Cuschieri 136733 M residing at 72, Amery Street, Sliema SLM 1709 or such other person as the Board of Directors may appoint to that office from time to time.

10. *Duration of the Company*

The Company is incorporated for an indefinite term.

11. *Limited Liability*

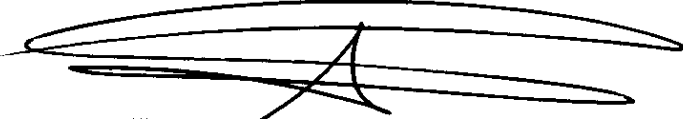
The liability of the members is limited to the amount, if any, remaining unpaid on shares held by them.

12. Subscribers

We the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set out opposite our respective names as follows:

**NAMES AND ADDRESSES
OF SUBSCRIBERS**

**NUMBER AND CLASS OF SHARES
TAKEN BY EACH SUBSCRIBER**



Alfred Pisani
in his capacity as Chairman
for and on behalf of
Corinthia Palace Hotel Company Limited
(Company registration number C257)
whose registered office is situate at
22, Europa Centre,
Floriana FRN 1400, Malta

Twenty four million and one thousand
(24,001,000) "A" Shares of a
nominal value of one Euro (€1)
each, issued at par and fully paid
(in cash) on subscription.



Khalil E A M Alabdullah
Kuwait Passport 001644887
As duly authorized
for and on behalf of
National Real Estate Company
(Company registration number 19628)
whose registered office is situate at
PO Box 64585
Shuwaikh B70456, Kuwait

Nineteen million, two hundred thousand
and eight hundred (19,200,800) "B"
Shares of a nominal value of one Euro
(€1) each, issued at par and fully paid
(in cash) on subscription.



Musaed Al Saleh
As duly authorized
for and on behalf of
**Libya Projects General Trading
and Contracting Company**
(Company registration number 119633)
whose registered office is situated at
Office 16/Mezzanine
Block 12
Al Asfour International Company
Al-Manqaf, Kuwait

Four million, eight hundred thousand
and two hundred (4,800,200) "B"
Shares of a nominal value of one Euro
(€1) each, issued at par and fully paid
(in cash) on subscription.

ARTICLES OF ASSOCIATION

OF

MEDITERRANEAN INVESTMENTS HOLDING P.L.C.

1. Preliminary

- 1.1 These regulations apply to the Company as its articles of association. None of the regulations in the First Schedule to the Act applies to the Company.

2. Interpretation

- 2.1 In these Articles unless there is something inconsistent in the subject or the context, the following words and expressions have the meanings set opposite them below:-

Act	the Companies Act, 1995;
'A' Director	any director who is validly appointed by the holder of the "A" Shares.
'A' Shares	the 'A' Shares of € 1.00 each in the capital of the Company;
Affiliate	with respect to any Person, any (a) director, officer or shareholder holding fifty percent (50%) or more of the capital stock (on a fully diluted basis) of such Person; (b) spouse, parent, sibling or descendant of such Person (or a spouse, parent, sibling or descendant of any director or officer of such Person); and (c) other Person directly or indirectly controlling, controlled by or under common control with, such Person. For purposes of this definition, " <u>control</u> " (including with correlative meanings, the terms " <u>controlling</u> ", " <u>controlled by</u> " or " <u>under common control with</u> "), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.
appropriate rate	such simple annual interest rate not exceeding two percentage points over the Central Bank of Malta minimum discount rate as the directors may from time to time determine and not exceeding the maximum interest rate allowed by law;
'B' Director	any director who is validly appointed by the holder of the "B" Shares .
'B' Shares	the 'B' Shares of € 1.00 each in the capital of the Company;

Business	the same meaning set out in Clause 4.1(a) of the Memorandum of Association;
clear days	in relation to the period of a notice means 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	Mediterranean Investments Holding p.l.c., by whatever name it is known from time to time;
Corinthia	Corinthia Palace Hotel Company Limited, a private limited company registered in Malta;
Directors	directors (including alternate directors where the context permits) from time to time of the Company;
€	euros, the legal tender of the European Monetary Union;
Encumbrance	a security interest, lien (including tax lien), pledge, bailment, claim, charge, escrow, encumbrance, easement, reservation, option, forfeiture, penalty, restriction, right of first refusal or first offer, grant of a power to confess judgment, action at law or in equity, community property right, other marital right, conditional sale agreement or other title retention agreement, mortgage, security agreement, voting trust or agreement, or other agreement, arrangement, contract, commitment, or obligation, whether or not relating in any way to credit or the borrowing of money.
Executed	includes any mode of execution;
Extraordinary resolution	a resolution of the members which either:– <ul style="list-style-type: none">(a) has been passed at a general meeting of which notice specifying the intention to propose the text of the resolution as an extraordinary resolution and the principal purpose of the resolution has been duly given; and(b) has been passed by members having the right to attend and vote at the meeting holding in the aggregate not less than 75% in nominal value of all the shares conferring that right, or has been passed as an extraordinary resolution under article 24;
general meeting	a formal meeting of the Company's members, whether it is called an "extraordinary general meeting" or an "annual general meeting";
Holder	in relation to a share in the Company means the member whose name is entered in the register as the holder of that share;

IAS	the International Accounting Standards as in effect from time to time in the relevant jurisdiction and applied consistently during the periods involved;
Law	any statute, law, ordinance, regulation, rule, code, order or other legal or administrative requirement or rule, in each case having the force of law in the relevant jurisdiction and under the relevant circumstances.
Legislation	the Act and any other enactment, ordinance, decree, subordinate legislation or analogous law, regulation, ordinance or decree in force, including any in a territory or country in as well as outside Malta;
Listing Authority	the Malta Financial Services Authority, appointed as Listing Authority for the purposes of the Financial Markets Act, 1990, Cap. 345, Laws of Malta by virtue of L.N. 1 of 2003;
LPGTC	Libya Projects General Trading and Contracting Company, a company registered under the laws of Kuwait with company registration number 119633, having its registered office at Office 16/Mezzanine, Block 12, Al Asfour International Company, Al-Manqaf, Kuwait
Memorandum	the Memorandum of Association of the Company;
NREC	National Real Estate Company, a company registered in Kuwait and listed on the Kuwaiti stock exchange;
Office	the registered office of the Company from time to time;
Ordinary resolution	a resolution of the members which either has been passed at a general meeting by a member or members having the right to attend and vote at the meeting holding in the aggregate more than 50% in nominal value of the shares represented and entitled to vote at the meeting, or has been passed as an ordinary resolution under article 24;
Outstanding	with respect to any Shares, means, as of any date of determination, all Shares that have been issued on or prior to such date, other than Shares redeemed, repurchased or otherwise reacquired by the Company on or prior to such date.
Permitted Transferee	(a) with respect to NREC, the Company or any Affiliate of NREC, and (b) with respect to Corinthia, the Company or any Affiliate of Corinthia, and (c) with respect to LPGTC, the Company or any Affiliate of LPGTC.
Person	includes trusts, natural persons, firms or partnerships, companies, corporations or other entities which are given, or

are recognised as having, legal personality by the law of any country or territory, unincorporated bodies and associations (including, without limitation, joint ventures and consortia), any emanation of a sovereign state or its government, whether national, provincial, local or otherwise, any international organisation or body or any other juridical entity, in each case wherever resident, incorporated or formed;

- Proportionate Percentage** the percentage figure equal to the ratio between the number of Shares owned by a Shareholder and the aggregate number of outstanding Shares at the date of determination.
- register** the Company's register of members;
- Sale** any sale, assignment, transfer, distribution (whether by a partnership to any of its partners or otherwise) or other disposition of Shares or of a participation therein.
- Shares** (a) the currently issued and outstanding unlisted shares of the Company and (b) any additional unlisted shares of the Company hereafter issued and outstanding and (c) any unlisted shares of the Company into which any issued and outstanding unlisted shares of the Company have been converted or for which they have been exchanged or exercised.
- Shareholders Agreement** the Shareholders Agreement entered into between the original subscribers to the Memorandum.
- Subsidiary** of any Person means corporation, partnership, limited liability company, joint venture, association or other legal entity of which such Person (either alone or together with any other subsidiary), owns, directly or indirectly, more than 50% of the stock or other equity interests, the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.
- these Articles** the regulations of the Company contained in this document, as amended, supplemented or replaced from time to time.
- Third Party** with respect to any Shareholder, any other Person, other than the Company or any Affiliate of such Shareholder.
- 2.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act, but excluding any statutory modification thereof not in force when these regulations become binding on the Company.
- 2.3 References in this document to articles are to articles in this document.

- 2.4 Words denoting the singular number include the plural and vice versa, and use of one gender includes both the others.
- 2.5 The article headings in these Articles are inserted for convenience of reference only and are to be ignored in construing these Articles.
- 2.6 Except where the context requires otherwise, or where there would be a conflict with the express terms of these Articles, in these Articles “writing” includes facsimile transmissions and emails and all other methods of reproducing or communicating in visible and permanent form.

3. *Capital*

- 3.1 Subject to the provisions of the Act, and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may determine by extraordinary resolution or by resolution under article 24.
- 3.2 The Issuer shall not issue shares such that such issue would dilute a substantial interest without prior approval of the shareholders in general meeting.
- 3.3 Unless the shareholders approve in a general meeting, or as otherwise permitted under the Listing Rules, no Director shall participate in an issue of shares to employees.

4. *Class Rights – Meetings and Consents*

- 4.1 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by extraordinary resolution determine.
- 4.2 The provisions of these Articles relating to general meetings apply to every separate class meeting, but the necessary quorum at any such meeting will be a person or persons holding, or representing by proxy, more than half of the issued shares of the class, and any holder of shares of the class present in person or by proxy may demand a poll.

5. *Power to Pay Commission*

Subject to complying with article 113 of the Act, the Company may pay commissions, or make discounts or allowances in connection with the subscription for shares in the Company. Any such commission may be satisfied by the payment of cash, or the allotment of fully or partly paid shares, or partly in one way and partly in the other.

6. *Share Certificates*

- 6.1 On becoming the holder of any share every member is entitled without payment to one certificate for all the shares of each class held by him (and, on transferring a part of his holding of shares of any class, to a certificate for the balance of his holding), or several certificates, each for one or more of his shares, on payment for every certificate after the first of such reasonable sum as the directors may determine.

6.2 Every share certificate will specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up on them. The Company is not bound to issue more than one certificate for shares held jointly by several persons, and delivery of a certificate to one joint holder will be a sufficient delivery to all of them.

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

7. ***Status of Trust Holdings***

Except as required by law, no person may be recognised by the Company as holding any share on any trust and (except as otherwise provided by these Articles or by law) the Company will not be bound by, and will not recognise, any interest in any share, except an absolute right to its entirety in its holder.

8. ***Directors' Authority to Allot Shares***

8.1 The Board of Directors may be authorised by the members by extraordinary resolution in general meeting, or by a resolution under article 24, to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company for the time being (or for such other amount as the authority may state), and the Board of Directors may allot, grant options over, or otherwise dispose of, such shares to such persons on such terms and in such manner as they think fit, but:-

8.1.1 any authority given under this article 8 to the directors to exercise the power of the Company to allot shares will expire five years after the date it is given;

8.1.2 the Company may, by an extraordinary resolution passed in general meeting or by a resolution under article 24:-

(a) renew any authority given under this article 8 (whether or not it has been previously renewed) for a period not exceeding five years, and the resolution must state (or restate) the amount of shares which may be allotted under the authority or renewed authority or, as the case may be, the amount remaining to be allotted under it, and must specify the date on which the authority or renewed authority will expire;

(b) revoke or vary any such authority (or renewed authority);

9. ***Preemptive Rights***

9.1 The Company shall not issue, sell or exchange, agree to issue, sell or exchange, or reserve or set aside for issuance, sale or exchange, (i) any Shares, (ii) any other equity security of the Company or any contractual right that provides the holder thereof with the right to receive consideration as if such holder held an equity security, (iii) any debt security of the Company which by its terms is convertible into or exchangeable for any equity security of the Company, (iv) any security of the Company that is a combination of a debt and equity security or (v) any option, warrant or other right to subscribe for, purchase or otherwise

acquire any security of the Company specified in the foregoing clauses (i) through (iv), (an "Equity Issue"), unless in each case the Company shall have first offered to sell to each Shareholder (for purposes of this article 9, each an "Offeree" and, together, the "Offerees") such Offeree's Proportionate Percentage of such securities (for purposes of this article 9, the "Offered Securities"), at a price and on such other material terms and conditions as are generally applicable to such Equity Issue and which shall have been specified by the Company in writing and delivered to each Offeree (for purposes of this article 9, the "Offer"). The Offer shall by its terms remain open and irrevocable for a period of fifteen (15) Business Days from the date it is received by the Offerees.

- 9.2 Each Offeree shall have the right and option, for a period of fifteen (15) Business Days after receipt of the Offer to accept all its Offered Securities on the terms stated in the Offer submitting a Notice of Acceptance (as defined below). Acceptance shall be made by delivering, within the fifteen (15) Business Day period of the Offer, a written notice (for purposes of this article 9, a "Notice of Acceptance") to the Company.
- 9.3 Upon expiration of the fifteen (15) Business Day period after receipt of the Offer, the Company shall have ninety (90) days to sell all or any part of the Offered Securities as to which Notices of Acceptance have not been delivered by the Offerees (the "Refused Securities") to any other Person or Persons (including Shareholders), but only upon terms and conditions in all material respects, (save for the Price, to which reference is made below), which are no more favorable, to such other Person or Persons and no less favorable, to the Company than those set forth in the Offer. The Price at which the Refused Securities may be offered by the Company pursuant to this article shall not be equivalent to the Price at which the Offered Securities were originally offered to the Offerees but at a fair market price that shall be calculated by the Board after consulting the Company's auditors in order to reflect the true value of the Company. The Offerees shall purchase from the Company, and the Company shall sell to the Offerees, the Offered Securities with respect to which Notices of Acceptance were delivered to the Company by the Offerees for the price and at the terms specified in the Offer within fifteen (15) Business Days of receipt by the Company of the Notice of Acceptance.
- 9.4 Any Offered Securities proposed to be issued under the circumstances described in clause (a) above and not purchased by the Offerees or any other Person or Persons in accordance with Article 9.2 and 9.3, may not be sold or otherwise disposed of until they are again offered to the Offerees under the procedures specified in Article 9.1, 9.2 and 9.3.

10. *Redeemable Preference Shares*

- 10.1 Subject to the provisions of Article 115 of the Act any preference shares may, with the sanction of an extraordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company before the issue of the shares may by extraordinary resolution determine.
- 10.2 Whenever there are preference shares in issue, the holders thereof shall have the same rights as members in receiving notices, reports, financial statements and attending General Meetings.
- 10.3 Without prejudice to any rights that may be granted to persons holding preference shares in the relative terms of issue, such persons shall not, as holders of preference shares, have the right to vote at General Meetings except on a resolution:

- (i) for the purpose of reducing the capital of the company; or
- (ii) for the purpose of winding up of the Issuer; or
- (iii) for the purpose of any proposal submitted at the meeting which directly affects their rights and privileges; or
- (iv) for the purpose of effecting the dividend on preference shares when the dividend on their shares is in arrears for more than six (6) months.

10.4 Unless otherwise provided in the terms of issue of preference shares, on any resolution where, in terms of the provisions of article 10.3 preference shareholders are entitled to vote, each preference share shall entitle its holder to one vote.

11. *Calls on Shares and Forfeiture*

- 11.1 Subject to the terms of allotment, the directors may make calls on the members in respect of any money unpaid on their shares (whether in respect of nominal value or premium) and, subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made, each member must pay to the Company, as required by the notice, the amount called on his shares.
- 11.2 A call may be required to be paid by instalments.
- 11.3 A call may be revoked in whole or part before receipt by the Company of any sum due under it, and payment of a call may be postponed in whole or part.
- 11.4 A person on whom a call is made will remain liable for calls made on him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- 11.5 A call will be deemed to have been made at the time when the resolution of the directors authorising the call is passed.
- 11.6 The joint holders of a share are jointly and severally liable to pay all calls in respect of it.
- 11.7 If a call remains unpaid after it has become due and payable:–
- (a) the person from whom it is due and payable will have to 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, if no rate is fixed, at a rate to be fixed by the directors, or in default at the appropriate rate, although the directors may waive payment of the interest wholly or in part; and
 - (b) the member will be liable to the Company for the amount unpaid from time to time, and the Company may sue the member for the amount as the collection of a civil debt.
- 11.8 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium, or as an instalment of a call, will be deemed to be a call, and if it is not paid the provisions of these Articles will apply as if that amount had become due and payable by virtue of a call.

- 11.9 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.
- 11.10 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 fourteen clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued. The notice must 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 call was made will be liable to be forfeited.
- 11.11 If the notice is not complied with any share in respect of which it was given may be forfeited, before the payment required by the notice has been made, by a resolution of the directors, and the forfeiture will include all dividends or other money payable by the Company to the holder in respect of the forfeited shares and not paid before the forfeiture.
- 11.12 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted, 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 of it, 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, and the authorised person will be deemed the attorney of the transferor for the purposes of implementing the transfer.
- 11.13 A person any of whose shares have been forfeited will cease to be a member in respect of them, and must surrender to the Company for cancellation the certificate or certificates for the shares forfeited, but he will remain liable to the Company for all money which at the date of forfeiture was due and payable by him to the Company in respect of those shares, with interest at the rate at which interest was payable on that money before the forfeiture or, if no interest was payable, at the appropriate rate from the date of forfeiture until payment (before and after judgement), 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.
- 11.14 An affidavit by both an 'A' Director and a 'B' Director that a share has been forfeited on a specified date will be conclusive evidence of the facts stated in the declaration as against all persons claiming to be entitled to the share, and (subject to the execution of an instrument of transfer if necessary) the declaration will constitute a good title to the share, and the person to whom the share is disposed of will not be bound to see to the application of the consideration, if any, nor will 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.

12. *Restrictions on Transfer*

- 12.1 **General Restriction** Each Shareholder agrees that it will not, directly or indirectly, offer, sell, assign, transfer, grant or sell a participation in, pledge, charge or otherwise dispose of any Shares (or solicit any offers to buy or otherwise acquire, or take a pledge of, any Shares), except in compliance with all Laws of any jurisdiction applicable to the offering for subscription or sale of the Shares and these Articles. Notwithstanding the preceding sentence, each Shareholder may, upon notice to the other Shareholder, pledge or charge its Shares to a reputable bank or other financial institution as security or collateral for the indebtedness of such Shareholder or any of its Affiliates.

- 12.2 Certain Restrictions on Transfer Each Shareholder agrees that it will not, directly or indirectly, make any Sale of any Shares held by such Shareholder, other than (i) any Sale to a Permitted Transferee, or (ii) any Sale that is made in compliance with the procedures, and subject to the limitations, set forth in Articles 12.3, 12.4, 12.5 and 12.6. In the event a Shareholder wishes to transfer Shares to a Permitted Transferee, each of the Shareholders shall consent in writing to the transfer and sale of the Shares as may be required hereunder or in accordance with Law.
- 12.3 Rights of First Offer(a) If at any time any Shareholder wishes to sell or otherwise transfer any of the Shares owned or held by such Shareholder (the "Offered Shares"), such Shareholder (for purposes of this Article 12.3, the "Prospective Seller") shall provide notice of such intention to the Board. Within 10 Business Days of receiving such notice the Board must comply with the requirements of Schedule 1 (Independent Valuation) to obtain an independent valuation of the Offered Shares. Upon receiving the determination by the Independent Valuer of the independent valuation of the Shares, the Board must offer the Offered Shares to all other Shareholders (for purposes of this Article 12.3, the "Other Shareholders") and the Company at a price equal to the independent valuation of the Offered Shares. The notice from the Board to the Other Shareholders and the Company (for purposes of this Article 12.3, the "Offer Notice") shall identify (i) the number of Offered Shares with respect to which the Prospective Seller has such an offer (for purposes of this Article 12.3, the "Offered Shares"), (ii) the price per Offered Share at which a sale is proposed to be made (being the independent valuation of the Offered Shares) (for purposes of this Article 12.3, the "Offer Price") and (iii) and all other material terms and conditions of the Offer.
- (b) The receipt of an Offer Notice by each Other Shareholder shall constitute an offer by the Prospective Seller to sell to each Other Shareholder and the Company all (but not less than all) of the Offered Shares at the Offer Price. Such Offer shall be irrevocable for thirty (30) days with respect to each Shareholder and fifteen (15) days with respect to the Company (the "Acceptance Period") after receipt of such Offer Notice by each Other Shareholder and the Company. During such Acceptance Period and prior to the expiration thereof, each Other Shareholder and the Company shall, subject to the priorities set forth in Article 12.3(c), and to the overriding condition referred to below, have the right to accept such offer as to any or all of the Offered Shares by giving a written and binding notice of acceptance (for purposes of this Article 12.3, the "Notice of Acceptance") to the Prospective Seller (for the purposes of this Article 12.3, any Other Shareholder or the Company so accepting such offer, an "Accepting Party").
- (c) Each Accepting Party shall be entitled to accept such Offer from the Prospective Seller in the following order of priority: first, the Company shall be entitled to accept such Offer for any or all of the Offered Shares; second, if the Company shall not have accepted such Offer for all the Offered Shares, each Other Shareholder shall be entitled to accept such Offer for all or any of the Offered Shares or if there is more than one Other Shareholder, and more than one Other Shareholder wishes to acquire the Offered Shares, then all such Offered Shares shall be sold to the Other Shareholders in the proportion of their current shareholding. Additionally, each Other Shareholder shall be entitled to indicate in its Notice of Acceptance an Offer to purchase any or all Offered Shares not accepted by other Accepting Parties, in which case, such Offered Shares not accepted by other Accepting Parties shall be deemed to have been offered by the Prospective Seller to and accepted by such Shareholder, pro rata in accordance with its Proportionate Percentage (computed without including the Offered Shares held by the Shareholders who are not Accepting Parties), on the above-

described terms and conditions. Any such election to purchase shall be made by delivering a Notice of Acceptance to the Board and the Prospective Seller within the Acceptance Period and shall be binding upon the Accepting Parties.

- (d) The consummation of any such purchase by and sale to any Accepting Party shall take place on such date, not later than thirty (30) days after receipt by the Prospective Seller of (i) the Notice of Acceptance of the Company, (ii) in the absence thereof, the latest Notice of Acceptances from the Other Shareholders, as the Prospective Seller shall select upon not less than ten (10) Business Days' notice to the Accepting Parties. Upon the consummation of such purchase and sale, the Prospective Seller shall, against delivery by the relevant Accepting Party of the Offer Price multiplied by the number of Offered Shares being purchased by such Accepting Party, assign all its rights under these Articles with respect to the Offered Shares purchased and sold pursuant to an instrument of assignment reasonably satisfactory to such Accepting Party.
- (e) It is an overriding condition to this Agreement that in no case shall the Prospective Seller be obliged to sell any of the Offered Shares if the Offered Shares are not all sold at the same time.
- (f) If the Accepting Parties have not given notice of an intention to exercise such right to purchase all (but not less than all) of the Offered Shares within the applicable thirty (30) day period or has not tendered the purchase price for such Offered Shares in the manner set forth above within such thirty (30) day period (the "Expiration Date"), the Prospective Seller shall be free for a period of forty-five (45) days from the Expiration Date to transfer any or all of the remaining portion of the Offered Shares to the (a) Third Party at an amount not less than the Offer Price and on other terms which are no more favorable in any material respect than set forth in the Offer Notice. If for any reason the Prospective Seller does not sell the Offered Shares to the Third Party or if the Prospective Seller wishes to sell the Offered Shares on terms which are more favorable in any material respect to the Third Party than those set forth in the Offer Notice, the provisions of this Article 12.3 shall again be applicable to the sale of the Offered Shares.
- (g) Each of the Shareholders shall consent in writing to the transfer and sale of the Offered Shares as may be required hereunder or in accordance with Law.

12.4 Tag-Along Rights With respect to any proposed Sale by any Shareholder (for purposes of this Article 12.4, the "Proposed Seller") of Shares to any Person other than to a Permitted Transferee, the Proposed Seller will have the obligation, and each of the remaining Shareholders (for purposes of this Article 12.4, the "Other Shareholders") will have the right, to require the Proposed Buyer or acquiring Person (for purposes of this Article 12.4, the "Proposed Buyer") to purchase from each of the Other Shareholders who exercises its rights under Article 12.4(b) (a "Tagging Shareholder") a number of Shares up to the product (rounded up to the nearest whole number) of (i) such Tagging Shareholders pro rata portion of its Proportionate Percentage, and (ii) the total number of Shares proposed to be directly or indirectly transferred pursuant to the Sale to the Proposed Buyer at the same price per Share and upon the same terms and conditions (including, without limitation, time of payment and form of consideration) as to be paid and given to the Proposed Seller; provided that in order to be entitled to exercise its right to sell Shares to the Proposed Buyer pursuant to this Article 12.4, each Tagging Shareholder must agree to make to the Proposed Buyer the same representations, warranties, covenants, indemnities and agreements as the Proposed Seller agrees to make in connection with the proposed Sale; provided that no Tagging

Shareholder shall be required to make representations, warranties or covenants or provide indemnification with respect to any matter other than its ownership of the Shares to be transferred, its ability to transfer such shares free and clear of all Encumbrances and its authority and due authorization to transfer such shares. Each Tagging Shareholder will be responsible for its proportionate share of the costs incurred in connection with the Sale to the extent not paid or reimbursed by the Company or the Proposed Buyer.

- (b) The Proposed Seller will give notice to each Tagging Shareholder of the proposed Sale at least thirty days prior to the proposed consummation of such Sale, setting forth the number of Shares proposed to be so sold, the name and address of the Proposed Buyer, the proposed amount and form of consideration (and if such consideration consists in part or in whole of property other than cash, the Proposed Seller will provide such information, to the extent reasonably available to the Proposed Seller, relating to such consideration as the Tagging Shareholder may reasonably request in order to evaluate such non-cash consideration) and other terms and conditions of payment offered by the Proposed Buyer, and a representation that the Proposed Buyer has been informed of the tag-along rights provided for in this Article 12.4. The Proposed Seller will deliver or cause to be delivered to each Tagging Shareholder copies of all transaction documents relating to the proposed Sale as the same become available. The tag-along rights provided by this Article 12.4 must be exercised by each Tagging Shareholder within five Business Days following receipt of the notice required by the preceding sentence by delivery of a written notice to the Proposed Seller indicating the desire of such Tagging Shareholder to exercise its, her or his rights and specifying the number of Shares it, she or he desires to sell. The Tagging Shareholder will be entitled under this Article 12.4 to transfer to the Proposed Buyer the number of Shares calculated in accordance with Article 12.4(a). Each of the Shareholders shall consent in writing to the transfer and sale of the Shares as may be required hereunder or in accordance with Law.

12.5 Certain Persons to Execute Agreement Each Shareholder agrees that it will not make any Sale of any Shares held by such Shareholder, unless, prior to the consummation of any such Sale, the Person to whom such Sale is proposed (for purposes of this Article 12.5, a "Prospective Transferee") duly executes and delivers to the Company and each other Shareholder an instrument of joinder in form and substance satisfactory to the Company, whereby such Prospective Transferee confirms that, with respect to the Shares that are the subject of such Sale, it shall be deemed to be a "Shareholder" for the purposes of the Shareholders Agreement and agrees to be bound by all of the terms of the Shareholders Agreement to which the transferor Shareholder is a party. Upon the execution and delivery by such Prospective Transferee of the instrument of joinder, such Prospective Transferee shall be deemed a "Shareholder" for the purposes of the Shareholders Agreement, and shall have the rights and be subject to the obligations of a Shareholder under the Shareholders Agreement with respect to the Shares held by such Prospective Transferee.

12.6 Improper Transfer Any Sale or Encumbrance not in compliance with these Articles shall be null and void and neither the Company nor any transfer agent shall give any effect in the Company's register of partners to such attempted sale, assignment, transfer, grant or sale of a participation, pledge or other disposition.

13. *Transferor to remain Holder until Name of Transferee is in Register*

- 13.1 The transferor of any share will remain the holder of that share until the name of the transferee is entered in the register in respect of the share transferred.

14. *Acquisition by Company of its Own Shares*

- 14.1 The Company may, subject to the requirements of the Act, acquire any of its own shares.

15. *Alteration of Share Capital*

- 15.1 The Company may, by an extraordinary resolution passed in general meeting or by a resolution under article 24:-

- (a) if permitted by relevant legislation, denominate its shares in any currency, whether euros or not, and change the currency so chosen from time to time;
- (b) increase its authorised share capital by new shares of the amount prescribed by the resolution;
- (c) consolidate and divide all or any of its authorised share capital into shares of larger amount than its existing shares;
- (d) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount, and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
- (e) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

- 15.2 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the Board of Directors may, on behalf of those members, sell the shares representing the fractions to any person (including, subject to the provisions of the Act, the Company) for the best price reasonably obtainable, and distribute the net proceeds of sale in due proportion among those members, and the Board of 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 will not be bound to see to the application of the purchase money, nor will his title to the shares be affected by any irregularity in, or invalidity of, the proceedings in reference to the sale.

- 15.3 Subject to the provisions of the Act, the Company may by extraordinary resolution reduce its share capital, any capital redemption reserve, and any other reserve in any way.

16. *General Meetings*

- 16.1 All general meetings other than annual general meetings are extraordinary general meetings and must be called such.

- 16.2 The directors may call general meetings, and any member may convene a general meeting, or a meeting of any class of holders of shares in the Company to which he may belong, for the consideration of any business which he may propose, and in so doing shall, *mutatis mutandis*, proceed in the same way that a director would convene such a meeting.
- 16.3 General meetings (including adjournments) may be held anywhere in the world.
- 16.4 The Company must in each calendar year of its existence call one general meeting of its members as its annual general meeting.
- 16.5 Not more than 15 months may elapse between the date of one annual general meeting and the next.
- 16.6 All business will be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting except for:—
- (a) considering whether or not to declare a dividend;
 - (b) consideration of the Company's annual accounts and balance sheets;
 - (c) consideration of the reports of the directors and auditors contained in the annual accounts; and
 - (d) the appointment of, and the fixing of the remuneration of, the Company's auditors,
- and any resolution on any of the above matters will be proposed and considered as an ordinary resolution.

17. Notice of General Meetings

- 17.1 An annual general meeting and an extraordinary general meeting called for the passing of an extraordinary resolution must be called by at least twenty-one clear days' notice in writing.
- 17.2 The notice of any General Meeting must specify the date, hour and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, must specify the meeting as such.
- 17.3 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice of a general meeting, whether ordinary or extraordinary, must be given to all the members, to the directors (but not alternate directors), and to the auditors.
- 17.4 Any notice of any General Meeting called to consider extraordinary business shall be accompanied by a statement regarding the effect and scope of any proposed resolution in respect of such extraordinary business.
- 17.5 The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a general meeting by, any person entitled to receive notice will invalidate the proceedings at that meeting.

18. *Quorum for General Meetings*

- 18.1 No business may be transacted at any general meeting unless a quorum is present. The quorum for a duly convened general meeting of Shareholders shall consist of Shareholders representing more than one-half of the total number of Shares.
- 18.2 If within fifteen minutes from the time appointed for a general meeting a quorum (as required by article 18.1) is not present, or if at any time during the meeting it ceases to be quorate, the meeting, if convened on the requisition of members, will be deemed dissolved, but any business validly transacted at the meeting before it is dissolved will not thereby be invalidated. In any other case the meeting will stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the chairman of the meeting may in his absolute discretion determine, and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, it will be deemed dissolved.

19. *Chairman of Members' Meetings*

- 19.1 The chairman, if any, of the board of directors, or in his absence some other director nominated by the majority of the directors, will preside as chairman of each general meeting, but if neither the chairman nor that other director is present within fifteen minutes after the time appointed for holding the meeting and is willing to act, the directors present must elect one of their number to be chairman and, if there is only one director present and willing to act, he will be chairman.
- 19.2 If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote must choose one of their number to be chairman.

20. *Extraordinary Resolutions*

Without prejudice to any other provision of these Articles or of the Law requiring any particular action or decision to be taken by means of an extraordinary resolution, no action or decision with respect to the following matters shall be valid unless approved by an extraordinary resolution passed in general meeting or by a resolution under article 24:

- (a) any merger, amalgamation, consolidation or reorganization of the Company, the issuance of new shares or any increase in the capital stock of the Company;
- (b) any material change in the nature or scope of business of the Company from that in effect on the date hereof;
- (c) the amendment or restatement of the constituent documents of the Company;
- (d) the dissolution, liquidation or winding-up of the Company, or the commencement of a voluntary proceeding seeking reorganization or other similar relief;
- (e) offering for subscription, sale or other distribution of Shares of the Company or any decision to list the Company on any public stock exchange;

- (f) the remuneration of Directors;
- (g) the commencement or settlement of any litigation, arbitration or other proceedings which has a value of One Million Euros (€1,000,000) or more;
- (h) any decision to withhold any dividend to the Shareholders as contemplated by Article 45.1, and any determination of Cash Reserves (as defined in Article 45.2);
- (i) any determination of Additional Capital (as defined in Article 48) requirements, or requests for Shareholder Loans pursuant to Article 49; and
- (j) the entering into by the Company of any contract, arrangement, understanding or other similar agreement with respect to any of the foregoing in subsections (a) - (i).

21. *Adjournments*

The chairman may, with the consent of a general meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business may be transacted at an adjourned meeting apart from business which might properly have been transacted at the meeting had the adjournment not taken place. No notice of an adjourned meeting is necessary.

22. *Voting Procedure at General Meetings*

22.1 A resolution put to the vote of a general meeting will 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. A proxy is entitled to vote on behalf of his appointor on a show of hands.

22.2 Subject to the provisions of the Act, a poll may be demanded:—

- (a) by the chairman; or
- (b) by at least two members having the right to vote at the meeting; or
- (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) by a member or members holding shares conferring a right to vote at the meeting 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 member will be the same as a demand by the member.

22.3 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 general meeting will be evidence of the fact without proof of the number or proportion of the votes recorded in favour of, or against, the resolution.

- 22.4 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman of the general meeting, and a demand so withdrawn will not invalidate the result of a show of hands declared before the demand was made.
- 22.5 A poll will be taken as the chairman directs, and he may appoint scrutineers (who need not be members), and fix a time and place to declare the result of the poll. The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.
- 22.6 A poll demanded on the election of a chairman, or on a question of adjournment, must be taken forthwith. A poll demanded on any other question may be taken either forthwith or at such time and place as the chairman directs, not being more than thirty days after the poll is demanded.
- 22.7 No notice need be given of a poll not taken forthwith if the 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 seven clear days' notice must be given specifying the time and place at which the poll is to be taken.
- 22.8 The demand for a poll will not prevent a general meeting from continuing for the transaction of any business apart from the question on which the poll was demanded.
- 22.9 If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had not been made.

23. *Amendments to Resolutions in General Meeting*

- 23.1 The chairman of a general meeting (including any adjournment of any such meeting) may at his discretion accept or reject any suggested amendment to any resolution before it is put to the vote if the resolution is proposed, or is intended to be proposed, as an ordinary resolution. Subject as provided in Article 23.2(b), any amendment may be proposed by any member of the Company either verbally at the meeting at which the resolution is to be considered (but before it has been put to the vote), or by notice in writing addressed to the Company at the office. The Company need not (but may if it so chooses) give notice to other members of any proposed amendment within this provision which is notified to it in writing before the resolution in question is considered in general meeting.
- 23.2 The chairman may not exercise his powers under this article 23 to accept any amendment if:—
- (a) the proposed amendment is not within the scope of the notice convening the meeting (or, if it is an adjourned meeting, of the notice of the meeting from which the adjournment took place); or
 - (b) the exact wording of the resolution which it is suggested should be amended was set out in full in the notice convening the meeting (or, if it is an adjourned meeting, in the notice of the meeting from which the adjournment took place) and the proposed amendment was not received in writing from a member more than forty-eight hours before the time for which the meeting or adjourned meeting was called; or
 - (c) the amended resolution would place a more onerous burden on the Company than the unamended resolution; or

(d) it would have the effect of negating the substantive effect of the unamended resolution.

23.3 If the chairman of any meeting in good faith mistakenly rules any proposed amendment to any resolution to be out of order under article 23.2, that error will not invalidate the result of the vote on the unamended resolution in question.

24. *Written Resolutions*

24.1 A resolution in writing executed by or on behalf of each member who would have been entitled to vote on it if it had been proposed at a general meeting at which he was present shall be as effective as if it had been passed at a general meeting duly convened and held, and may consist of several instruments in the like form each executed by or on behalf of one or more members.

24.2 In article 24.1 references to “general meetings” include references to separate meetings of the holders of any classes of shares in the Company which may exist from time to time.

24.3 A corporate member may sign any resolution under article 24.1 by any director, secretary or other officer of that corporation duly authorised in that behalf.

25. *Members' Voting Rights*

25.1 Subject to any rights or restrictions attached to any shares, on a poll and on a show of hands at a general meeting every member who (being an individual) is present in person, or (being a corporation) is present by a duly authorised representative, or in either case is present by proxy, has one vote for every share of which he is the holder. Where a resolution requires a particular majority in value, the resolution will not be deemed to have been carried on a show of hands by the required majority unless there are present at the meeting, whether in person or by proxy, a number of members holding in the aggregate the required majority.

25.2 Evidence to the reasonable satisfaction of the directors of the authority of the person claiming to exercise the right to vote must be deposited at the office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours 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 may not be exercised.

25.3 No member may vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person (which, in the case of a member being a corporation, includes through a duly authorised representative) or by proxy, in respect of any share held by him unless all money presently due and payable by him to the Company (for whatever reason) has been paid, unless in any instance the directors, acting in good faith, waive the application of this provision.

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

- 25.5 On a poll votes may be given either personally (which, in the case of a member being a corporation, includes through a duly authorised representative) or by proxy. A member may appoint more than one proxy to attend on the same occasion.

26. Proxies

- 26.1 An instrument appointing a proxy must be in writing, executed by or on behalf of the appointor and must be in the following form (or in a form as near to it as circumstances allow, or in any other form which is usual or which the directors permit):—

“Mediterranean Investments Holding p.l.c.

I/We, _____, of _____, being a member/members of the above-named company, hereby appoint _____, or failing him _____, as my/our proxy to vote for me/us on my/our behalf at the [annual or extraordinary, as the case may be] general meeting of the Company, to be held on the _____ day of _____ [20], and at any adjournment of that meeting.

Signed this _____ day of _____ [20].

This form is to be used [in favour of]* [against]* the resolution.

Unless otherwise instructed the proxy will vote or abstain as he thinks fit.

*Strike out whichever is not desired.”

- 26.2 An instrument of proxy shall be in such form as shall permit the Member appointing a proxy to indicate how he would like his proxy to vote in relation to each resolution.
- 26.3 The instrument appointing a proxy, and any authority under which it is executed, or a copy of that authority certified notarially or in some other way approved by the directors must:—
- (a) be deposited at the office (or at such other place in Malta as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting) not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Company Secretary or to any director,

and an instrument of proxy which is not deposited or delivered in a manner so permitted will be invalid.

- 26.4 Proxies may also be given by facsimile or as pdf copies sent by email, and the person so appointed will enjoy all the rights of the person issuing the proxy if the veracity of the source of the facsimile or email is confirmed and accepted by the chairman of the meeting at which it is to be used.

27. *Supervening Termination of Authority to Vote etc*

A vote given, or poll demanded by, a proxy or by the duly authorised representative of a corporation will 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, before the start 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.

28. *Directors' Shareholding Qualification – Not Required*

There is no shareholding qualification for directors to be appointed as such, or to hold office as such.

29. *Board of Directors*

- 29.1 All directors of the Company must be individuals.

29.2 The Board of Directors shall consist of seven (7) persons. The holder of the "A" Shares shall have the right to appoint three (3) directors to the Board of Directors, and the holder of the "B" Shares shall have the right to appoint three (3) directors to the Board of Directors. The holder of the "A" Shares jointly with the holders of the "B" shares shall appoint the seventh director on the Board. The holder of the "A" Shares may request the removal or replacement of any director appointed by it with or without Cause (as defined below), and the holder of the "B" Shares may request the removal or replacement of any director appointed by it with or without Cause. A notice given by the holder of the "A" Shares or the holder of the "B" Shares, as the case may be, to the other Shareholders shall be effective to request the appointment, removal or replacement of, any such director appointed by it. Upon the delivery of such notice, the other Shareholders shall consent in writing to the appointment, removal or replacement of the director in question (in the event of a removal, whether or not for Cause) and shall take or cause to be taken all actions necessary to appoint, remove or replace such director and to appoint, remove or replace the Chairman and Vice Chairman. No Shareholder shall take any action to cause the removal of any director not appointed by such Shareholder without Cause. In the event of a removal of a director for Cause, the Shareholder which appointed such director shall have the sole right to appoint a replacement director. Removal for "Cause" shall mean removal of a Person because of such Person's (i) wilful and continued failure to substantially perform his or her duties, (ii) wilful conduct which is significantly injurious to the Company, monetarily or otherwise, (iii) conviction for, or guilty plea to, a felony or a crime including those involving moral turpitude, or (iv) abuse of illegal drugs or other controlled substances or habitual intoxication. The office of a Director shall become vacant should he become of unsound mind, is convicted of any crime punishable by imprisonment, or declared bankrupt

during his term of office. In any such case, and in the event that any director becomes unable to serve on the Board of Directors by reason of death or incapacity, the Shareholder who shall have appointed such director shall appoint a substitute director as soon thereafter as practicable.

- 29.3 An election of Directors shall take place every year, at the annual general meeting of the Company in order to fill any vacancies on the board of directors which have not filled by appointment of Directors pursuant to article 29.2. Only shareholders who have not elected to appoint Directors in terms of the provisions of article 29.2 and/or shareholders, who have not appointed replacement or substitute directors in terms of the provisions of article 29.2, shall be entitled to participate and vote in the said election of Directors. Shareholders entitled to vote in terms of this article 29.3 shall be entitled to nominate one (1) Director to stand for the said election of Directors for every 14% of the issued share capital of the Company held by such shareholder individually or in aggregate with other shareholders who are entitled to vote in terms of this article, which percentage has not already been used for the appointment of Directors pursuant to 29.2. The candidates obtaining the highest number of votes shall be elected provided that such candidates have obtained a number of votes equivalent to not less than 14% of the issued share capital of the company. Provided further that shareholders entitled to vote in terms of this article 29.3 may only vote by using shares not otherwise used for the appointment of Directors pursuant to article 29.2.
- 29.4 The Company shall grant a period of at least fourteen (14) days, to shareholders to submit names for the election of Directors provided for in article 29.3. Notice to the Company proposing a person for election as a Director, as well as the latter's acceptance to be nominated as Director shall be given to the Company not less than 14 days prior to the date of the meeting appointed for such election.
- 29.5 No Director, except a Managing Director, may be appointed for a period exceeding three (3) years. Notwithstanding the period for which a Director has been appointed, on the lapse of such period a Director will be eligible for re-appointment.
- 29.6 Without prejudice to the provisions of articles 29.2 and 29.3, any vacancy among the Directors may be filled by the co-option of another person to fill such vacancy. Such co-option shall be made by the directors appointed by the same class of shareholders who appointed the director whose post becomes vacant. Any person appointed by such directors as aforesaid will hold office only until the next following annual general meeting of the Company, and will be eligible for re-election.
- 29.7 The holder of the "A" Shares and the holder of the "B" Shares shall have the right to nominate and to actually have appointed one (1) of their directors to also be the Chairman of the Board of Directors of the Company and the Parties shall procure, in their capacity as Shareholders that the Company and the Board shall ratify and approve the same. In the first three-year term from the date of the setting up of the Company, the holder of the "A" Shares shall be entitled to appoint its nominee as the Chairman of the Board of Directors. In the second three-year term, the holder of the "B" Shares shall be entitled to appoint its nominee as the Chairman of the Board of Directors. Such three-year rotations shall continue throughout the period that the Company is validly constituted or until such time as the Parties otherwise mutually agree in writing. The Chairman of the Board of Directors of the Company shall not have a second or casting vote.
- 29.8 Notwithstanding Article 29.2 and 29.7, in the event that the Chairman becomes unable to serve as Chairman by reason of death or incapacity of a permanent nature, the Vice Chairman (who shall be appointed for a simultaneous three-year term by the Shareholder who has not appointed the Chairman) shall preside over the meetings of the Board of

Directors until such time as a new Chairman is nominated by the Shareholder entitled to nominate such Chairman for the remaining period of the three-year term.

- 29.9 The maximum aggregate emoluments as well as any increase of such emoluments of the Directors shall be established pursuant to a resolution passed at a general meeting of the Company where notice of the proposed aggregate emoluments and any increase has been given in the notice convening the meeting.
- 29.10 Except as provided herein, and to the exception of proxies granted by a Shareholder to another Shareholder, no Shareholder shall grant any proxy or enter into or agree to be bound by any voting trust with respect to the Shares held by such Shareholder, or enter into any shareholders agreement (other than the Shareholders Agreement) or arrangement of any kind with any Person with respect to the Shares held by such Shareholder that is, in either case, inconsistent with the terms of the Shareholders Agreement (whether or not such agreement and arrangement is with other shareholders of the Company that are not parties to this Agreement).
- 29.11 Officers, directors, employees or other representatives (including the accountants, attorneys and/or financial advisors) of NREC and Corinthia shall be permitted to attend Board meetings as observers upon invitation by a Director.

30. *Alternate Directors*

- 30.1 Any director may by notice in writing under his hand served upon the Company appoint any person as an alternate director to attend and vote in his place at any meeting of the directors at which he is not personally present. Every such appointment shall be effective and the following provisions shall apply in connection therewith:
- (1) Every alternate director shall be entitled to attend and to exercise all the rights and privileges of his appointor at such meeting.
 - (2) Every such alternate director shall *ipso facto* vacate office if and when the director appointing him ceases for any reason to be a director or removes the alternate director from office as such by notice in writing under his hand served upon the Company.
 - (3) No alternate director shall be entitled as such to receive any remuneration from the Company.
 - (4) Every such alternate director shall be entitled to vote for such other director as well as on his own account, and for the purpose of determining the quorum he shall be counted in both his said capacities.

31. *Powers of Directors*

- 31.1 Except as may be otherwise determined by the Memorandum and Articles or by Law, all affairs of the Company are to be managed by the Board of Directors, who may exercise all the powers of the Company. All matters set forth in Article 38 and all other matters in respect of the Company which are required under the Law of the Republic of Malta to be decided by the Board, shall be referred to the Board and no Shareholder shall take any

actions to bind the Company with respect to any such matters without the prior written approval of the Board.

- 31.2 No alteration of the Company's memorandum of association or of these Articles will invalidate any prior act of the directors which would have been valid if that alteration had not been made. A meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
- 31.3 The directors may at any time or times create a board of management for the Company (and may also dissolve any such board of management), and may confer such powers on the board of management as the directors may deem fit, and the powers of any board of management may from time to time be altered in the same way (including, without limitation, by limiting them or otherwise changing them). The membership of the board of management will be determined by the directors.
- 31.4 The directors have a duty to act towards the Company in the best interests of the Company. In particular, but without limitation to the preceding sentence, in taking decisions for the Company, or in taking actions for the Company (which includes refraining from acting) the directors must in all cases act in the utmost good faith, in accordance with all relevant legislation, and in the best interests of the Company, without regard in any instance to the interests of any other person. Except as expressly permitted by unanimous resolution of all the members of the Company in general meeting or under article 24, or as permitted by these Articles, no director may profit from the Company, or from opportunities which present themselves to the director as a result of his position as a director of the Company, and if he does so profit he must account to the Company for all the profit or advantage he has made, and this includes all indirect profits, and applies regardless of whether or not it is possible to trace any money or other assets passing through the hands of the director to any particular destination. A director shall not vote on any contract or arrangement or any other proposal in which he has a material interest.
- 31.5 Any failure by any director to comply with article 31.4 will render the director concerned liable to the Company and to each of the members of the Company for the consequences of the failure (both direct and indirect), and each director has accepted office, and each director (including alternate directors) appointed in the future will take office, as a director or alternate director (as appropriate) on the express understanding that the obligations under article 31.4 and this article 31.5 are directly binding on him.
- 31.6 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.

32. *Delegation of Directors' Powers*

- 32.1 The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the unaffected 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 will be governed by the articles regulating the proceedings of directors, so far as they are capable of applying. Unless the directors direct otherwise, any committee will have power to co-opt anyone who is not a director to that committee for any purpose.

33. *Executive Directors ceasing to be Directors*

33.1 Without prejudice to any claim for damages for breach of any service contract between him and the Company, if a director who holds any executive office in the management of the business of the Company ceases to hold the office of director from any cause, he will *ipso facto* immediately cease to hold that executive office.

34. *Remuneration of Directors*

A director is entitled to such remuneration in his capacity as a director as the Company may by extraordinary resolution in general meeting or under article 24 determine and, unless the resolution provides otherwise, the remuneration will be deemed to accrue from day to day.

35. *Directors' Remuneration for Extra Services*

If any director is called on to perform extra services, or to make special exertions in going or residing abroad, or otherwise for any of the purposes of the Company, the Company may remunerate that director either by a fixed sum, by a percentage of profits, or otherwise as may be determined by a resolution passed at a meeting of the directors, and that remuneration may be either in addition to, or in substitution for, any other remuneration to which he may be entitled as a director.

36. *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, committees of directors, general meetings and separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the proper discharge of their duties.

37. *Directors' Gratuities and Pensions*

The directors may 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 person 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 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.

38. *Proceedings of Directors – Action by the Board*

- 38.1 Subject as elsewhere provided in these Articles, the directors may regulate their proceedings as they think fit.
- 38.2 Any member of the Company or a director may, and the Company Secretary at the request of a director must, at any time call a meeting of the directors.
- 38.3 Directors must be notified of all meetings of the directors, regardless of where the directors are at the time the notice is given. Each director must notify the Company of the address where such notices may be given, and any such address may be in or outside Malta.
- 38.4 Directors may meet anywhere in the world.
- 38.5 Except as otherwise provided in this Article 38 or by Law, all actions of the Board of Directors shall require the affirmative vote of the majority of the votes cast by the directors present at a duly convened meeting at which a quorum is present. Each director shall have one vote; neither the Chairman nor the Vice Chairman of the Board shall have a second vote, whether for the purpose of tie-breaking or otherwise. Not less than fourteen (14) Business Days' prior written notice of any meeting of the directors shall be given to each director; provided that any director may consent in writing to shorter and/or oral notice. The notice of meeting shall include a detailed agenda of the matters to be discussed or acted on, together with reasonably detailed supporting or related documentation attached. Matters not included in such agenda may not be acted on in any meeting unless such matters are of urgent nature or in case all the directors then in office consent in writing. Special meetings of the Board, to be held at the offices of the Company, shall be called at the direction of the Chairman or of two or more Directors, and for reasonable cause shown (which is understood to include, without limitation, any meeting called by a Director to review any determination made by the Company pursuant to this Agreement).
- 38.6 The quorum for a duly convened meeting of the Board shall consist of such number of directors as at that time represent more than one-half of the total number of directors; provided, however, that, in the event that such meeting fails to include at least more than one-half of the total number of directors, such meeting shall be adjourned to the same day of the following week at the same time and place and each director shall be notified by the Company by facsimile notice or by any other form of notice in writing of the scheduled date, time, place and agenda of the adjourned meeting to occur the following week; provided that any director may consent in writing to his receiving oral notice.
- 38.7 The quorum for the first adjourned meeting of the Board of Directors shall consist of such number of directors as at that time represent more than one-half of the total number of directors. In the event that such adjournment fails to include at least more than one-half of the total number of directors, the meeting shall be adjourned for a second time in the same manner as specified in Article 38.6 above. If there is no quorum for such second meeting, the directors present shall constitute a quorum and the meeting can still be held provided that no resolutions are taken on the matters specified in Article 38.8 below.
- 38.8 No action or resolution with respect to the following matters shall be approved unless approved by at least four (4) directors, of which two (2) are directors appointed by the holder of the "A" Shares and the other two (2) are directors appointed by the holders of the "B" Shares:

- (a) any merger, amalgamation, consolidation or reorganization of any Subsidiary of the Company, the issuance of new shares or parts of any Subsidiary of the Company or any increase in the capital stock/parts of any Subsidiary of the Company;
- (b) any transaction between the Company, on the one hand, and any of its Affiliates or any Affiliates of the Shareholders, on the other hand;
- (c) any transaction by the Company that is either not in the ordinary course of business or not on an arm's-length basis;
- (d) the incurring by the Company of any capital expenditure in excess of Euros One Million (€1,000,000), regardless of whether such expenditure is incurred in one single transaction or in a series of transactions which when aggregated exceed such amount in any one fiscal year;
- (e) the appointment, renewal, withdrawal or replacement of the general manager and/or the financial controller of the Company.

38.9 A director who is also an alternate director will be entitled as such, in the absence of his appointor as alternate director, to a separate vote on behalf of his appointor in addition to his own vote.

39. *Directors' Written Resolutions*

A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors will be as valid and effective 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 same 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.

40. *Directors' Resolutions by Telephone etc*

A resolution of the directors, including alternate directors, or of a committee of the directors, may be taken by means of a conference telephone (or by means of any other communication equipment) which allows all persons participating to hear each of the others at all material times. Any decision so arrived at will be deemed a decision of a meeting of the directors, or a committee of the directors (as appropriate), and all of the provisions of these Articles relating to meetings of directors will apply, *mutatis mutandis*. A director or alternate director participating in such a decision will be deemed to be present in person, and will be entitled to vote or be counted in a quorum accordingly. Such a decision will be deemed to have been arrived at where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the proceedings was at the time.

41. *Minutes*

41.1 The directors must cause minutes to be made in books kept for the purpose:—

- (a) of all proceedings at meetings, including decisions and resolutions, of the Company, of the holders of any class of shares in the Company, and of the directors, and of committees of directors, including the names of the directors present at each such meeting;
- (b) of all appointments of officers made by the directors.

The minutes shall state the date, time and place of the meeting, the Directors or the Shareholders who attended the meeting, the resolutions put to a vote, the results of such voting and the name of the Directors or Shareholders granting their approval to the relevant decisions and those rejecting any of the resolutions. The minutes of the meetings of the Board of Directors shall be signed by the Chairman and Vice Chairman. The minutes of the meetings of the General Assembly of Shareholders shall be signed by the present or represented Shareholders, and shall be entered in a minute book kept at the principal office of the Company which shall be available for inspection and copying by any Director. Copies of minutes shall be provided to each Director.

42. *General Manager*

Corinthia shall have the right to nominate the appointment of the first general manager of the Company (who shall be nominated by the Chairman), which nomination shall be subject to the consent of the Directors nominated by the "B" Shareholders not to be unreasonably withheld. A notice given by Corinthia to the other Shareholders shall be effective to request such nomination. Upon the delivery of such notice, NREC shall use its best endeavours in order to ensure that the Directors nominated by it shall vote in favor of the appointment of the general manager nominated by the Chairman in duly convened meeting of the Board. NREC shall not take any action to cause the removal of the general manager without Cause.

43. *Financial Controller*

NREC shall have the right to nominate the appointment of the first financial controller of the Company (who shall be nominated by the Vice Chairman), which nomination shall be subject to the consent of the Directors nominated by Corinthia not to be unreasonably withheld. A notice given by NREC to the other Shareholders shall be effective to request such nomination. Upon the delivery of such notice, Corinthia shall use its best endeavours to ensure that the Directors nominated by it shall vote in favor of the appointment of the financial controller nominated by the Vice Chairman in a duly convened meeting of the Board. Corinthia shall not take any action to cause the removal of the financial controller without Cause.

44. *Company Secretary*

- 44.1 Subject to the provisions of the Act, the Company Secretary will be appointed by the directors for such term, at such remuneration, and on such other conditions, as they may think fit, and any Company Secretary so appointed may be removed by them.
- 44.2 The Company Secretary is responsible for the safe keeping of:-
 - (a) the minute book of general meetings of the Company;

- (b) the minute book of meetings of the directors;
- (c) the register of members;
- (d) the register of debentures;
- (e) such other registers and records as the Company Secretary may be required to keep by the directors.

44.3 The Company Secretary must ensure that all returns and other documents of the Company are prepared and delivered in accordance with the requirements of the Act.

45. *Dividends and Reserve*

- 45.1 Subject to Law, the General Meeting of Shareholders shall vote in a duly convened meeting in favor of causing the Company to distribute to the Shareholders annually, the net profits of the Company less any Cash Reserves, unless the General Meeting of Shareholders at a duly convened meeting at which a quorum is present and entitled to vote decides to apply all or a portion of such amounts in another manner. Dividends shall be declared by resolution of the General Meeting of Shareholders and shall be paid by wire transfer or otherwise in immediately available funds to each Shareholder registered in the register of shareholders as of the date of the meeting of such General Meeting at which such dividends are declared. Such payment shall be made by the Company within thirty (30) days of each such General Meeting of Shareholders resolution. Unless otherwise agreed, the right to the dividend shall vest on the date such dividend is declared.
- 45.2 For purposes of Article 45.1 above, "Cash Reserves" shall mean the sum of the following: (i) reserves as are required by Law, loan agreement or other contract to which the Company is a party, (ii) reserves as are needed for the then current operation of the Company in the ordinary course of business, and (iii) reserves that are determined by the Board to be necessary or prudent for the business of the Company.
- 45.3 Any amount paid up in advance of calls on any Share may carry interest but will not entitle the holder of the share to participate in respect of such amount in any dividend.

46. *Information Rights*

The Company shall deliver the following reports to each Shareholder:

- (a) as soon as practicable after the end of each Fiscal Year, and in any event within one hundred fifty (150) days thereafter, the balance sheet of the Company as of the end of such Fiscal Year, and a statement of income and statement of cash flows of the Company for such Fiscal Year, prepared in accordance with IAS, together with any other documents that the Company is required to make available to the Shareholders in accordance with Law, all in reasonable detail and audited by independent public accountants of international standing selected by the Company.
- (b) as soon as practicable after the end of each month and in any event within fifteen (15) days thereafter, unaudited management accounts of the Company for such month and

for the Fiscal Year to date, together with a comparison to the budget for such period and to the same period in the previous Fiscal Year;

- (c) as soon as practicable and in any event within twenty (20) days after approval by the General Meeting of Shareholders, the annual work program and budget, business plan, strategy, organization and procedures, and any subsequent updates or amendments approved by the General Meeting of Shareholders;
- (d) as soon as practicable and in any event within twenty (20) days after receipt thereof, the auditor's management letter; and
- (e) subject to any confidentiality agreements binding the Company or any Law or Stock Exchange rule, such other information that any such Shareholder may reasonably request.
- (f) Without prejudice to the provisions of article 46(a), a printed copy of the profit and loss account and balance sheet including any Director's report attached thereto, will, at least fourteen (14) days prior to the general meeting of the Company, be delivered or sent by post to every Shareholder or other persons entitled to receive notices of general meetings.

47. Capitalisation of Profits

47.1 The directors may, with the authority of an extraordinary resolution of the Company or under article 24:–

- (a) subject as provided below, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's reserve accounts;
- (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend, and in the same proportions, and apply the 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 in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other: but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this article 47.1, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
- (c) 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 47.1 in fractions; and
- (d) on behalf of all the members concerned authorise any person to enter 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 on such capitalisation, any agreement made under such authority being binding on all such members.

- 47.2 With the authority of an extraordinary resolution of the Company in general meeting or under article 24, the directors may resolve that any ordinary shares allotted under article 47.1 to any member in respect of a holding by him of partly paid shares will rank for dividends only to the extent that those partly paid ordinary shares rank for dividend, and may likewise revoke any such resolution by them.

48. *Additional Capital Contributions*

- 48.1 In the event that the Board determines that the Company (or all or any of its Subsidiaries) requires additional capital ("Additional Capital") in connection with capital expenditure projects, repayment of indebtedness or otherwise, the Board shall send a written request to each Shareholder. Each Shareholder may, but shall not be obligated to, contribute, within 20 days after receipt of such written request, its pro rata share of such Additional Capital in accordance with its Proportionate Percentage. If only one Shareholder elects to contribute Additional Capital, or the Shareholders wish to contribute capital on a basis other than in accordance with its Proportionate Percentage, then such Additional Capital shall subject to the overriding condition agreed to hereunder be contributed at the Company subsidiary level (if the Company is also contributing capital) or to a new company (if only the Shareholders, and not the Company are contributing capital). Each subsidiary and new company described in the preceding sentence shall be owned pro rata by (i) the Company and the Shareholders electing to contribute Additional Capital (with respect to a subsidiary) and the Company and such Shareholders shall enter into a shareholders agreement on substantially the same terms as the Shareholders Agreement, with such modifications as are necessary to reflect the economics as agreed to by the Company and such Shareholders and (ii) the Shareholders electing to contribute Additional Capital (with respect to a new company) and the Shareholders shall enter into a shareholders agreement on substantially the same terms as the Shareholders Agreement, with such modifications as are necessary to reflect the economics as agreed to by the Shareholders. If any Shareholder fails to contribute all or any portion of its share of the Additional Capital to a subsidiary after electing to do so, the Board shall give notice to such Shareholder, setting forth the amount outstanding. If, after 30 days from the date of issuance of such notice, the amount remains outstanding, the Shareholder, other than the defaulting Shareholder, shall be entitled, at its sole option and in its sole discretion, to contribute the defaulting Shareholder's amount of Additional Capital to the subsidiary or, if the defaulting Shareholder failed to contribute Additional Capital to the subsidiary directly, the Shareholder electing to contribute the defaulting Shareholder's Additional Capital shall contribute all of its Additional Capital (if any) plus the defaulting Shareholder's Additional Capital that it has elected to contribute at the subsidiary level pursuant to the mechanism described in this Article 48.1.
- 48.2 The overriding condition hereinabove referred to and agreed to, is that the Shareholders shall use their best commercial endeavours to remain holders of the Shares in the Company on a parity with one another, and that in the event of the inability or unwillingness of either of them to contribute Additional Capital for the purposes of any of the Company's or its Subsidiaries' ventures, then such 50 – 50 shareholding in the Company shall not be disturbed. And that moreover such inability or unwillingness of either Shareholder to contribute Additional Capital shall not prevent the other Shareholder from providing the Additional Capital, provided that such fresh capital is injected at the level of the Subsidiary. It is understood and agreed that the Company expects to fund its capital requirements in the following order of priority: (i) through the incurrence of secured or unsecured third party indebtedness, as reasonably prudent for the Company, given its circumstances at such time, (ii) through the incurrence of Shareholder Loans pursuant to Article 49, (iii) through the incurrence of Additional Capital pursuant to this Article 48 and (iv) through the incurrence

of extraordinary funding pursuant to Article 50.

- 48.3 Notwithstanding anything to the contrary set forth herein, upon preparing for the listing of the Company on any public stock exchange (if such listing is approved by an extraordinary resolution), the Shares of the then Shareholders may be diluted if required by the listing rules or laws of the applicable public stock exchange, and such dilution shall occur proportionately.

49. Shareholder Loans

- 49.1 Any Shareholder may make unsecured loans to Subsidiaries (each such loan, a "Shareholder Loan") to the extent requested by the Board and required to fund operations. Such loans shall be on terms no less favorable to the Company than would be available from nonaffiliated parties, as agreed to by the Board and the lending Shareholder. Under no circumstances shall a Shareholder be obligated to make loans to the Company or any Subsidiary.
- 49.2 If any Shareholder shall deliver any funds to any Subsidiary pursuant to this Article 49, the amount of any such advance shall be a debt obligation of the applicable Subsidiary to such Shareholder payable and collectible only out of the applicable Subsidiary's assets and no other Shareholder shall have any personal liability in respect of the payment thereof. No Shareholder may make any such advance without the prior written consent of the other Shareholder. No Shareholder may incur any indebtedness to third parties on behalf of the Company or any Subsidiary through loans or other means.

50. Extraordinary Funding Requirement

- 50.1 Notwithstanding the provisions of Articles 48 and 49, if any of the Company's Subsidiaries requires additional funding in connection with capital expenditure projects, repayment of indebtedness or otherwise, and the Company is unable to obtain funding of the type described in Article 48.2(i) – (iii) within 45 days, then each Shareholder may (but shall not be obligated) make a loan to the applicable Subsidiary to provide such additional funding after obtaining prior approval or authorization of the Board or the other Shareholders that may be required under these Articles or otherwise. Such loan shall not be for a principal amount in excess of Euros One Million (€1,000,000) and the term of the loan shall not be shorter than three years. The per annum interest rate payable by the Subsidiary shall not exceed LIBOR plus 1.5%, and the remaining terms and conditions of such Shareholder loan shall be as provided in Article 49 above. If at the end of such term, such loan has not been repaid in full, the principal amount of such loan shall be converted into equity in the Subsidiary (following an independent valuation of the applicable Subsidiary pursuant to Schedule 1, the procedures of which shall apply *mutatis mutandis*, in order to value the shares in the applicable Subsidiary) and additional shares in such Subsidiary shall be issued to the lending Shareholder.

51. Deadlock

- 51.1 In the event of either (i) any equality of votes at the Board or Shareholder level (or both) or (ii) any failure to convene, actually hold or have a quorum at any meeting of the Board or of

the Shareholders (or both) such that any matter which is material to the Company has not been or cannot be resolved (either such event, a "Deadlock"), then the Parties will in good faith procure that a second meeting of the Board or of the Shareholders, as the case may be, at which second meeting the Parties will in good faith attempt to resolve such Deadlock in a manner which both reflects their respective interests and concerns of the Shareholders and preserves the interests of the Company.

- 51.2 In the event that (i) the Parties fail to convene such meeting, or (ii) at such second meeting, no such agreement can be obtained, the Parties shall within a further thirty (30) days refer such matter to the Chief Executive Officer of the holder of the "A" Shares and the Chief Executive Officer of the holder of the "B" Shares (the "Umpires") for resolution.
- 51.3 In the event that the Umpires are unable to resolve such Deadlock, then (i) any Shareholder may invoke the procedure set forth in Article 52 or (ii) such matter may be referred by any Shareholder to an independent expert of high esteem with extensive experience in the international real estate development industry (the "Expert") acceptable to all of the Parties or, if the Parties cannot agree on the Expert within thirty (30) days of the date of such Deadlock, as nominated by the International Chamber of Commerce in accordance with its Rules of Conciliation and Arbitration. The decision of the Expert as to the resolution of the Deadlock shall be final and binding upon the Parties, and non-appealable. If any matter has been referred to an Expert, and a Shareholder thereafter invokes the procedure set forth in Article 52 before the Expert has rendered its decision, then the Shareholder referring the matter to the Expert shall instruct the Expert to immediately cease its consideration of the matter and to inform the Expert that a decision on the matter will not be required from the Expert.

52. *Buy-Sell Arrangement*

- 52.1 In the event of a Deadlock, if the Umpires are unable to resolve such Deadlock, then, notwithstanding that any Shareholder may have referred such matter to an Expert in accordance with Article 51.3, any Shareholder may elect to initiate the buy-sell provisions of this Article 52 (the "Initiating Shareholder") by giving written notice of such election to the other Shareholders, which notice shall include the price per Share (the "Purchase Price Per Share") (which shall be payable exclusively in cash (unless otherwise agreed) at which the Initiating Shareholder will (i) purchase all of the Shares owned by the other Shareholders or (ii) sell all of the Shares it owns (the "Interest") to the other Shareholders, if the other Shareholders so elect as set forth below.
- 52.2 Each of the other Shareholders shall then have the option, exercisable within thirty days of the date that the notice is duly given, to give written notice (the "Exercise Notice") to the Initiating Shareholder of whether such other Shareholder elects to (i) purchase the entire Interest of the Initiating Shareholder or (ii) have the Initiating Shareholder purchase all of the Shares such Other Shareholder owns, in each case for the Purchase Price Per Share. In the event one or more other Shareholders other than the Initiating Shareholder elect to purchase the Initiating Shareholder's Interest, such Interest shall be purchased by such electing Shareholders at the Purchase Price Per Share. Each such electing Shareholder shall pay a portion of the Purchase Price Per Share equal to the Purchase Price Per Share multiplied by a fraction, the numerator of which is, the number of Shares owned by such Shareholder and the denominator of which is, the sum of the Shares owned by all Shareholders electing to purchase the Initiating Shareholder's Interest. If an Exercise Notice is not duly given by any Shareholder prior to the end of the thirty day period referred to above then, on such thirtieth day, such non replying Shareholder shall be deemed to have

duly given an Exercise Notice electing to have the Initiating Shareholder purchase all of the Shares it owns. In the event of one or more Shareholders electing to purchase the Initiating Shareholder's Shares and one or more other Shareholders electing to sell their Shares (or being deemed to have chosen to sell), the other Shareholders electing to purchase the Initiating Shareholder's Shares shall be entitled to do so while the Shareholders who elected to sell their Shares shall not be entitled to sell. The Initiating Shareholder shall be entitled to purchase all of the Shares of the other Shareholders only if all such Shareholders elect or are deemed to have elected to sell. Following the election or deemed election of the other Shareholders, the purchasing Shareholder(s) (the "Purchasing Shareholder" or "Purchasing Shareholders," as the case may be) shall deliver the Purchase Price Per Share to the selling Shareholder(s) (the "Selling Shareholder" or "Selling Shareholders", as the case may be) at a closing on a date mutually agreed upon by the parties and, in any event, within thirty days of the date that the Exercise Notice is duly given or deemed to have been duly given. Such Purchase Price Per Share shall, unless otherwise agreed upon by the Shareholders, be paid at the closing by wire transfer to an account designated by the Selling Shareholder(s). At the closing, the Selling Shareholders shall deliver to the Purchasing Shareholder(s) such documents as are necessary to convey to the Purchasing Shareholder(s) the Shares subject to such purchase, together with such other documents as, in the opinion of the Purchasing Shareholder(s), are necessary or appropriate to effect the sale in each case, in form and substance reasonably satisfactory to the Purchasing Shareholder(s).

53. Notices

53.1 All notices, requests, consents and other communications hereunder to any Shareholder shall be deemed effective if contained in a written instrument delivered in person or by telecopy or sent by internationally-recognized overnight courier addressed to such party at the address set forth below or at such other address as may hereafter be designated in writing by such party to the other parties.

(a) If to Corinthia, to:
CORINTHIA PALACE HOTEL COMPANY LTD
22 Europa Centre
Floriana FRN 1400
Malta
Facimile: + (356) 21234219
Attention: Alfred Pisani

(b) If to NREC, to:
NATIONAL REAL ESTATE COMPANY
P.O. Box 22644
Safat 13072
Kuwait
Facsimile: +(965)241-6289
Attention: Khalil E A M Alabdullah

- (c) If to LPGTC, to:
LIBYA PROJECTS GENERAL TRADING AND CONTRACTING COMPANY
Office 16/Mezzanine
Block 12
Al Asfour International Company
Al-Manqaf
Kuwait
Facsimile: +(965)241-6289
Attention: Musaed Al Saleh

All such notices, requests, consents and other communications shall be deemed to have been delivered (i) in the case of personal delivery or delivery by telecopy, on the date of such delivery, and (ii) in the case of dispatch by internationally recognized overnight courier, on the third Business Day following such dispatch.

54. *Indemnity*

- 54.1 Subject to the provisions of the Act, every director or other officer of the Company (excluding auditors) may be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

55. *Conflicts*

- 55.1 In the event of any conflict between the Memorandum and Articles of Association of the Company and the Shareholders Agreement, the provisions of the Memorandum and Articles of Association of the Company shall prevail. Provided that in the event that the Memorandum and Articles of Association are silent on any matter contemplated in the Shareholders, then the provisions of the Shareholders Agreement shall apply.

56. *Winding Up*

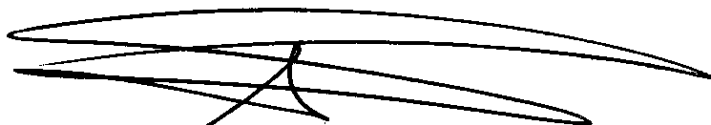
- 56.1 Unless otherwise provided in the terms of issue of shares, all holders of shares in the Company shall rank "pari passu" upon any distribution of assets of the Company in a winding up.
- 56.2 Unless otherwise sanctioned by the Company in General Meeting, no commission or fee shall be paid to a liquidator upon a voluntary liquidation of the Company. Any remuneration proposed to be paid to such a liquidator shall be notified to all members of the Company at least seven (7) days prior to the Meeting at which the ordinary resolution is to be considered.

57. *Alteration of Articles of Association*

57.1 None of the existing Articles of Association, which have previously been authorised by the Listing Authority, shall be deleted, amended or added to, unless prior written authorisation has been sought and obtained from the Listing Authority for such deletion, amendment or addition.

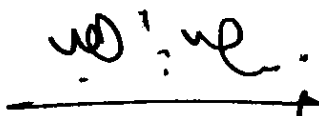
**NAMES AND ADDRESSES
OF SUBSCRIBERS**

**NUMBER AND CLASS OF SHARES
TAKEN BY EACH SUBSCRIBER**



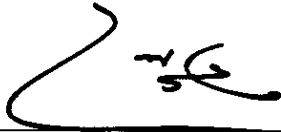
Alfred Pisani
in his capacity as Chairman
for and on behalf of
Corinthia Palace Hotel Company Limited
(Company registration number C257)
whose registered office is situate at
22, Europa Centre,
Floriana FRN 1400, Malta

Twenty four million and one thousand
(24,001,000) "A" Shares of a
nominal value of one Euro (€1)
each, issued at par and fully paid
(in cash) on subscription.



Khalil E A M Alabdullah
Kuwait Passport 001644887
As duly authorized
for and on behalf of
National Real Estate Company
(Company registration number 19628)
whose registered office is situate at
PO Box 64585
Shuwaikh B70456, Kuwait

Nineteen million, two hundred thousand
and eight hundred (19,200,800) "B"
Shares of a nominal value of one Euro
(€1) each, issued at par and fully paid
(in cash) on subscription.



Musaed Al Saleh
As duly authorized
for and on behalf of
**Libya Projects General Trading
and Contracting Company**
(Company registration number 119633)
whose registered office is situated at
Office 16/Mezzanine
Block 12
Al Asfour International Company
Al-Manqaf, Kuwait

Four million, eight hundred thousand
and two hundred (4,800,200) "B"
Shares of a nominal value of one Euro
(€1) each, issued at par and fully paid
(in cash) on subscription.

Schedule 1 – Independent Valuation

1. Appointment of Independent Valuer

If this Schedule applies, the Board by unanimous Vote must appoint an independent chartered accountant or an investment or merchant banker as an “Independent Valuer” to determine the value of each Share in accordance with this Schedule. If the Board fails to agree on an independent chartered accountant or an investment or merchant banker, the Independent Valuer will be appointed by the Arbitration Centre in Malta. Neither:

- (a) the Independent Valuer; nor
- (b) any firm or company of which the Independent Valuer is an employee, partner, director or consultant,

must have had any business dealings with any Shareholder in the two (2) years before the date of appointment.

2. Valuation

The Independent Valuer must be instructed to determine the fair market value of the Shares by valuing the Company (including any Subsidiary of the Company) as a whole on a going concern basis as at the end of the month before the month in which the Independent Valuer is appointed under this schedule (“Valuation Date”). The fair market value of each Share will be the proportionate amount of the value of the Company, without regard to any premium for control.

3. Access to Information

The Board must ensure that the Independent Valuer has a right of access at all reasonable times to the accounting records and other records of the Company (including any Subsidiary of the Company) and is entitled to require from any director, officer or employee of the Company such information and explanation as the Independent Valuer requires to value the Company.

4. Period of Determination

The Board must use its commercially reasonable endeavours to ensure that the Independent Valuer makes a determination as soon as practicable and in any event within 30 days after receiving instructions.

5. Process

The parties agree that, in determining a value for the Shares under this Schedule, the Independent Valuer:

- (a) will act as an expert and not as an arbitrator;**
- (b) may obtain or refer to any documents, information or material and undertake any inspections or enquiries as he or she determines appropriate;**
- (c) must provide the parties with a draft of his or her determination and must give the parties an opportunity to comment on the draft determination before it is finalized; and**
- (d) may engage such assistance as he or she reasonably believes is appropriate or necessary to make a determination.**

6. Final and Binding

The Independent Valuer's determination will be final and binding on the parties.

7. Costs

The Company must pay the reasonable costs and expenses of the Independent Valuer.