

E.B.I.M. S.A., Société Anonyme Holding.

Siège social: L-2227 Luxembourg, 23, avenue de la Porte-Neuve.
R. C. Luxembourg B 40.613.

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*Extrait du procès-verbal de l'assemblée générale statutaire
qui s'est tenue le 18 mars 2002 à 11.00 heures à Luxembourg*

Résolution

Les mandats des Administrateurs et du Commissaire aux Comptes viennent à échéance à la présente Assemblée.

L'Assemblée Générale Statutaire décide à l'unanimité de renouveler le mandat de Monsieur Jean Quintus, Monsieur Koen Lozie et COSAFIN S.A. en tant qu'Administrateur ainsi que le mandat de Monsieur Noël Didier comme Commissaire aux Comptes.

Le mandat des Administrateurs et du Commissaire aux Comptes viendra à échéance à l'issue de l'Assemblée Générale Statuant sur les comptes annuels arrêtés au 31 décembre 2002.

Pour copie conforme

Signatures

Administrateurs

Enregistré à Luxembourg, le 13 mai 2003, réf. LSO-AE02479. – Reçu 14 euros.

Le Receveur (signé): D. Hartmann.

(022678.3/1172/20) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 mai 2003.

ARGON S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 8, boulevard Royal.
R. C. Luxembourg B 93.104.

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STATUTS

L'an deux mille trois, le quatorze avril.

Par-devant Maître Gérard Lecuit, notaire de résidence à Luxembourg, agissant en remplacement de son collègue dûment empêché Maître Henri Hellinckx, notaire de résidence à Mersch (Luxembourg), ce dernier restant dépositaire de la présente minute.

Ont comparu:

1.- FIRST ASSETS FUND INC., une société ayant son siège social à Pasea Estate, Road Town, Tortola (British Virgin Islands),

ici représentée par Madame Angela Cinarelli, employée privée, demeurant à Luxembourg,
en vertu d'une procuration lui délivrée le 10 avril 2003.

2.- AQUALEGION LTD, une société ayant son siège à Londres WC 2A 31J (Royaume Uni), Queens House, 55156 Lincoln's Inn Fields,

ici représentée par Madame Angela Cinarelli, prénommée,
en vertu d'une procuration lui délivrée le 14 avril 2003.

Les prédites procurations, après avoir été signées ne varietur par la comparante et le notaire instrumentant, resteront annexées au présent acte pour être soumises avec lui aux formalités de l'enregistrement.

Lesquelles comparantes, représentées comme il est dit, ont arrêté ainsi qu'il suit les statuts d'une société anonyme qu'elles vont constituer entre elles:

Art. 1^{er}. Il est formé une société anonyme luxembourgeoise sous la dénomination de ARGON S.A.

Le siège social est établi à Luxembourg.

Lorsque des événements extraordinaires d'ordre politique, économique ou social, de nature à compromettre l'activité normale au siège social ou la communication aisée de ce siège avec l'étranger se produiront ou seront imminents, le siège social pourra être déclaré transféré provisoirement à l'étranger, sans que toutefois cette mesure puisse avoir d'effet sur la nationalité de la société laquelle, nonobstant ce transfert provisoire du siège, restera luxembourgeoise.

La durée de la société est fixée à quatre-vingt-dix-neuf ans.

Art. 2. La société a pour objet la prise de participations, sous quelque forme que ce soit, dans d'autres sociétés luxembourgeoises ou étrangères, ainsi que la gestion, le contrôle et la mise en valeur de ces participations.

La société peut notamment acquérir par voie d'apport, de souscription, d'option, d'achat et de toute autre manière des valeurs immobilières et mobilières de toutes espèces et les réaliser par voie de vente, cession, échange ou autrement.

La société peut également acquérir et mettre en valeur tous brevets et autres droits se rattachant à ces brevets ou pouvant les compléter.

La société peut emprunter et accorder à d'autres sociétés, tous concours, prêts, avances ou garanties.

La société pourra faire de l'intermédiation sur les marchés.

La société peut également procéder à toutes opérations immobilières, mobilières, commerciales, industrielles et financières nécessaires et utiles pour la réalisation de l'objet social.

Art. 3. Le capital social est fixé à quarante et un mille euros (EUR 41.000,-) divisé en quatre cent dix (410) actions de cent euros (EUR 100,-) chacune.

The Chairman appoints as secretary of the meeting Mrs Marie Regin, attorney-at-law, residing in Luxembourg.
The meeting elects as scrutineer Mr Tom Loesch, attorney-at-law, residing in Luxembourg.

The bureau of the meeting having thus been constituted, the Chairman declares and requests the notary to state that:
I) The agenda of the meeting is the following:

Agenda:

1. To fully restate the articles of incorporation of the Company, without amending the corporate object clause.
2. To confirm the election of the current Directors, as A Directors, of the Company.
3. To elect the Class B Directors.

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

III) It appears from the said attendance-list that all the shares representing the total share capital of twelve thousand five hundred Euros (EUR 12,500.-) are represented at the meeting, which consequently is regularly constituted and may validly resolve on all the items on the agenda of which the shareholders have been duly informed before this meeting.

Has requested the undersigned notary to document the following resolutions:

First resolution

The general meeting of shareholders resolves to fully restate the articles of incorporation of the Company, without amending the corporate object clause, which shall forthwith read as follows:

Chapter I. - Form, Name, Registered office, Object, Duration

Art. 1. Form, Name. There is established by the single shareholder a private limited liability company («société à responsabilité limitée») (the «Company») governed by the laws of the Grand Duchy of Luxembourg, especially the law of August 10th, 1915 on commercial companies, as amended, (the «Law»), by article 1832 of the Civil Code, as amended, and by the present articles of Incorporation (the «Articles of Incorporation»).

The Company is initially composed of one single shareholder, owner of all the shares. The Company may however at any time be composed of several shareholders, but not exceeding forty (40) shareholders, notably as a result of the transfer of shares or the issue of new shares.

The Company will exist under the name of REPE No 1 - GREENWICH, S.à r.l.

Art. 2. Registered Office. The Company will have its registered office in the City of Luxembourg.

The registered office may be transferred to any other place within the City of Luxembourg by a resolution of the Board of Directors.

Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by resolution of the Board of Directors.

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

Art. 3. Object. The object of the Company is the acquisition and holding of interests in Luxembourg and/or in foreign undertakings, as well as the administration, development and management of such holdings.

The Company may provide any financial assistance to the undertakings forming part of the group of the Company such as, among others, the providing of loans and the granting of guarantees or securities in any kind or form.

The Company may also use its funds to invest in real estate and in intellectual property rights in any kind or form.

The Company may borrow in any kind or form and privately issue bonds or notes.

In a general fashion the Company may carry out any commercial, industrial or financial operation, which it may deem useful in the accomplishment and development of its object.

Art. 4. Duration. The Company is formed for an unlimited duration.

It may be dissolved by decision of the single shareholder or by a decision of the general meeting voting with the quorum and majority rules provided by the Law, as the case may be.

Chapter II. - Capital, Shares

Art. 5. Issued capital. The issued capital of the Company is set at twelve thousand five hundred Euros (€ 12,500), represented by four hundred forty-three (443) Class A shares and fifty-seven (57) Class B shares with a nominal value of twenty-five Euros (€ 25.-) each, all of which are fully paid up.

In addition to the capital, there may be set up a premium account into which any premium amount paid on any share in addition to its value is transferred.

The amount of the premium account may be used to provide for the payment of any shares, which the Company may redeem, from its shareholders, to offset any net realised losses, to make distributions to the shareholders or to allocate funds to the legal reserve.

Art. 6. Shares.

6.1. Each share entitles its owner to rights in the profits and assets of the Company equal to the rights of the owners of the shares of the same class of shares as further defined hereafter and to one vote at the general meetings of shareholders. Ownership of a share carries implicit acceptance of the Articles of Incorporation of the Company and the resolutions of the single shareholder or the general meeting of shareholders, as the case may be.

6.2. Each share is indivisible as far as the Company is concerned. Co-owners of shares must be represented towards the Company by a common attorney-in-fact, whether appointed amongst them or not.

6.3. When the Company is composed of a single shareholder, the single shareholder may transfer freely its shares.

6.4. When the Company is composed of several shareholders, no shareholder shall, without the unanimous approval of the shareholders in a general meeting, be entitled to, or shall, sell, assign, transfer, mortgage, charge, pledge, hypothecate or otherwise dispose of or encumber in any manner whatsoever its shares whether in whole or in part to a non-shareholder.

6.5. Subject to articles 6.4, 6.6 and 6.7, a shareholder shall be permitted to transfer all of its shares (not some or part) to a member of its Group or, only in the case of ASGARD REAL ESTATE PRIVATE EQUITY, S.à r.l., to an AXA Fund Entity (the «Group Transferee») so long as the transferring shareholder remains jointly and severally liable with the new shareholder in relation to all of the new shareholder's obligations.

6.6. If the Group Transferee ceases to be a member of the relevant Group or ceases to be an AXA Fund Entity (as applicable), the original transferor will procure, with the assistance of the shareholders of the Company at such a time, that the Group Transferee shall retransfer to the original transferor, such shares transferred to it pursuant to clause 6.5 within five (5) days after the date on which the Group Transferee ceases to be a member of the relevant Group or ceases to be an AXA Fund Entity (as applicable) (the «Retransfer Period»). If such retransfer has not occurred by the end of the Retransfer Period, the Group Transferee shall be deemed to have given a First Transfer Notice to the holders of the other class of shares in accordance with the provisions of clause 7.1.

6.7. The shareholders shall procure that any transferee, allottee or chargee of shares in the Company shall, prior to any transfer, allotment or charge taking effect, have entered into an agreement with the other shareholders (in a form reasonably acceptable to such shareholders) whereby such shareholders and the transferee and the Company undertake to be bound to each other by the provisions of any existing agreement between shareholders, with the necessary modifications, as if they were the original parties hereto.

6.8. The transfer, sale or assignment of shares must be evidenced by a notarial deed or by a deed under private seal. Any such transfer is not binding upon the Company and upon third parties unless duly notified to the Company or accepted by the Company, in pursuance of article 1690 of the Luxembourg Civil Code.

The Company may redeem its own shares in accordance with the provisions of the Law.

6.9. For the purposes of this article 6, the terms:

«Group» means the relevant shareholder and its wholly owned subsidiaries from time to time and in the case of the Class B shareholders, any entity from time to time of which at least fifty per cent (50%) of the issued capital is directly or indirectly owned by the Class B shareholders, shareholders and the remainder of which is owned directly or indirectly by a member of the immediate family of such person and each of them.

«AXA Fund Entity» means any capital investment company or capital investment fund administered by AXA REAL ESTATE INVESTMENT MANAGERS S.A., Paris (AXA), or by a company affiliated with AXA (an «AXA Fund»), and any person holding shares in the Company in the capacity as a nominee under English law for an AXA Fund or in an equivalent manner under another jurisdiction.

Art. 7. Pre-emption Right.

7.1. Except under article 6.5, no shareholder (the «Seller») shall be entitled to transfer or dispose of all of its shares or any interest in all of its shares without first offering all of its shares for transfer to the holders of the other class of shares (the «Proposed Purchaser»). The Seller shall make such offer (which shall only be revocable with the consent of the Company) by notice (the «First Transfer Notice») in writing to the Proposed Purchaser (with a copy sent to the Company) specifying the shares offered and stating that the purchase price (the «Purchase Price») for them shall be determined in accordance with articles 7.2. and 7.3. below.

7.2. The «Purchase Price» shall be the sum per share agreed between the Seller and the Proposed Purchaser within fourteen (14) days after the receipt of the First Transfer Notice by the Proposed Purchaser or, failing such agreement, the open market value as determined and certified by the Valuation Accountants (who shall have obtained a valuation by a firm of internationally reputable chartered surveyors of the open market value of the Property to assist in this regard) of the entire issued share capital of the Company on a going concern basis as between a willing seller and a willing buyer, divided by the number of shares in issue at that date. In making such determination, the Valuation Accountants shall act as an expert and not as an arbitrator in so determining and certifying and their decision shall be final. For the purposes of this article 6, the term «Valuation Accountants» means a firm of internationally recognised accountants (not being the Company's auditors) agreed by the shareholders or, if they are not able to so agree, the Company's auditors and the term «Property» means the property at Restell Close, Greenwich, London, England.

7.3. Once the Purchase Price has been determined, the Company shall notify the Seller and the Proposed Purchaser of it in writing (the «Second Transfer Notice»). The Proposed Purchaser shall have the period of one (1) month from the date of the Second Transfer Notice (the «Pre-emption Period») within which to notify the Seller in writing that it wishes to purchase all of the shares so offered at the Purchase Price (the «Purchase Notice»). If the Proposed Purchaser

so notifies the Seller, the Seller shall be bound upon payment of the Purchase Price (which shall be made within ten (10) days after the date of the Purchase Notice) to transfer all the shares specified in the First Transfer Notice to the Proposed Purchaser.

7.4. If a Purchase Notice has not been delivered to the Seller during the Pre-emption Period the Seller shall, subject to article 6.4., after the expiry of the Pre-emption Period, be entitled to sell its shares to any third party so long as:

- (a) such sale is for all of its shares;
- (b) such sale is concluded at a price per share that is at least equal to the Purchase Price;
- (c) such shares are transferred to the third party within one (1) month after the day on which the Pre-emption Period expired; and
- (d) the Seller notifies the other shareholders of the transfer and the identity and trading activities of the new shareholder.

7.5. The Company shall enter any such transferee as a shareholder in its shareholder register.

7.6. If in any case the Seller, after having become bound to transfer any shares to any purchaser pursuant to the provisions of this article 7, makes default in so doing the Company may receive the Purchase Price (which it shall hold on trust for the Seller) and the Seller shall be deemed to have appointed the Company (acting by any one of its Directors) as its attorney to execute instruments of transfer of such shares in favour of the purchaser, and after such execution the Company shall thereupon cause the name of the purchaser to be entered into the Company's shareholder register as the holder of the shares transferred to it. The receipt of the Company for the Purchase Price shall be a good discharge to the purchaser and, after the name of the purchaser shall have been entered in the Company's shareholder register in exercise of the aforesaid power, the validity of the transaction shall not be questioned by any person.

Art. 8. Tag-along Rights.

8.1. In the event that a shareholder (the «Selling Shareholder») accepts an offer from a third party for the purchase by that third party of all or some of its shares (the «Tag-along Shares») the Selling Shareholder agrees that it will ensure that such sale agreement includes a right in favour of the holders of the other class of shares (the «Tag-along Shareholders») to require the third party to also purchase all of the Tag-along Shareholder's shares on the same terms and conditions (including in relation to price) as it has agreed to purchase the Tag-along Shares (the «Tag-along Right»). The Selling Shareholder shall promptly thereafter notify the Tag-along Shareholder in writing of the proposed sale and its terms and conditions (including the price at which the Selling Shareholder has agreed to sell the Tag-along Shares) (the «Tag-along Notice»).

8.2. If the Tag-along Shareholder wishes to exercise its Tag-along Right it shall notify the Selling Shareholder of such within one (1) month after the date of the Tag-along Notice (the «Notice Period») and the Selling Shareholder, with the assistance of the Tag-along Shareholder shall procure that such sale is effected.

8.3. If the Tag-along Shareholder fails to notify the Selling Shareholder during the Notice Period that it wishes to exercise its Tag-along Right it shall be deemed to have waived its rights under this article 8.

Art. 9. Increase and reduction of issued capital.

The issued capital of the Company may be increased or reduced one or several times by a resolution of the single shareholder or by a resolution of the shareholders voting with the quorum and majority rules set by these Articles of Incorporation or, as the case may be, by the Law for any amendment of these Articles of Incorporation.

Art. 10. Incapacity, bankruptcy or insolvency of a shareholder. The incapacity, bankruptcy, insolvency or any other similar event affecting the single shareholder or any of the shareholders does not put the Company into liquidation.

Chapter III. - Board of directors, Statutory auditors

Art. 11. Board of Directors. The Company will be managed by a board of directors (the «Board of Directors») composed of five (5) members who need not be shareholders (the «Directors»).

The Directors will be elected by the single shareholder or by the general meeting of shareholders, as the case may be, as follows:

- (a) three (3) shall be appointed upon the proposal of at least two (2) candidates for each member of the Board by the holders of the Class A shares (the «A Directors»); and
- (b) two (2) shall be appointed upon the proposal of at least two (2) candidates for each member of the Board by the holders of the Class B shares (the «B Directors»).

The single shareholder or the general meeting of shareholders will determine their number, for a period not exceeding six (6) years, and they will hold office until their successors are elected. They are re eligible, but they may be removed at any time, with or without cause, by a resolution of the single shareholder or by the general meeting of shareholders, as the case may be.

Art. 12. Meetings of the Board of Directors.

12.1. The Board of Directors will appoint from among the A Directors a chairman (the «Chairman»). It may also appoint a secretary (the «Secretary»), who need not be a Director.

12.2. The Board of Directors will meet upon call by any Director. Unless otherwise agreed by all the Directors, a meeting of the Board of Directors must be held at least once every quarter.

12.3. The Chairman will preside at all meetings of the Board of Directors, except that in his absence the Board of Directors may appoint another A Director as chairman pro tempore by vote of the majority of the Directors present

or represented at such meeting. In the absence of the Secretary (if any) or if no Secretary has been appointed by the Board of Directors, the chairman of the meeting may appoint any person as secretary pro tempore. Except for decisions to be taken with respect to the matters listed under article 12.8. below, the Chairman shall have a casting vote.

12.4. Except in cases of urgency or with the prior consent of all Directors entitled to attend, at least one (1) week's notice of Board of Directors meetings shall be given in writing, by fax or by telegram. Any such notice shall specify the time and place as well as the agenda of the meeting of Board of Directors and the nature of the business to be transacted. The notice may be waived by the consent in writing, by fax or by telegram of each Director. No separate notice is required for meetings held at times and places specified in a schedule previously adopted by resolution of the Board of Directors. All relevant Board Papers for Board of Directors meetings shall be sent to all Directors prior to the relevant Board meeting.

12.5. Every Board of Directors meeting shall be held in the Grand Duchy of Luxembourg or such other place as the Board of Directors may from time to time determine. Any Director may act at any meeting of the Board of Directors by appointing another Director as his proxy holder.

12.6. A quorum of the Board of Directors shall be the presence or the representation of two (2) Directors comprising one A Director and one B Director.

12.7. Except for decisions to be taken with respect to the matters listed under article 12.8. below, the decisions of the Board of Directors will be taken by a majority of the votes of the Directors present or represented at such meeting and the Chairman shall have a casting vote.

12.8. Decisions to be taken with respect to the matters listed below will be taken by a majority of the votes of the Directors present or represented at such meeting such majority to be comprised of the vote of at least one «A» Director and at least one «B» Director in favour of the relevant decision. The Chairman shall not have a casting vote with respect to these matters:

General

1. The conduct of any business other than that set out in and envisaged in a project management agreement (if any).
2. Amendments to any annual budget and business plan or the making of any material deviation there from or the undertaking of any matter not provided for therein.
3. The delegation of any powers of the Board to any committee.
4. Commence or settle any litigation or arbitration proceedings.
5. Make any material change to any of the Company's insurance policies.
6. The entry into discussions or negotiations with any person that may result in any of the acts listed in this article 12.8 occurring or with a view to procuring any of the acts described in this article 12.8 to occur.

Financial

7. The borrowing of any money, or the obtaining of any credit (other than normal trade credit) or the making of any other arrangement having a similar effect (including, without limitation, debt factoring, invoice discounting, hire purchase, equipment leasing, conditional or credit sales, or any off-balance sheet borrowings), or materially varying the terms of any credit arrangement or loan agreement.
8. The creation of any other material liabilities (such as guarantees or indemnities).
9. The creation, or allowing to come into being, of any mortgage, charge, pledge, lien, encumbrance, hypothecation or assignment (or any other agreement or arrangement having the effect of conferring security) over any asset of the Company.
10. The making of any loans or the giving of any credit or the making of any other arrangement having a similar effect.
11. The recommendation to the Shareholders to declare or pay any dividend or other distribution.

Investments

12. The establishment of, or the increase or decrease of any interest (whether legal or equitable or on its own behalf or as nominee) or participation of the Company in, any company, corporation, partnership or other unincorporated association (except trade associations) or the material variation of the terms of such interests or participations.
13. The acquisition by the Company of any other company or the business or assets of any other company.

Contracts

14. The entry into any contract or arrangement, the result of which is the sale, transfer, surrender or disposal of or the letting, renting or licensing of any of the Company's assets to another person or the acquisition by the Company of any real property, whether freehold or leasehold.
15. The entry by the Company into any joint venture or other similar co-operation agreement, other than in the Company's ordinary course of the Company's business.
16. The entry into, the material variation of or termination of any transaction or arrangement (whether or not constituting a contract and including, without limitation, any gift or loan or payment of any kind) with:
 - (a) any officer of the Company, Director or shareholder; or
 - (b) any person connected with or related to any of them; or
 - (c) in which any of them has a direct or indirect interest.
17. The entry into any contract or transaction (or series of transactions) or the making of any payments or commitments (or series of payments or commitments) of a material nature other than in the normal course of business.

Officers, Personnel and Advisers

18. The appointment or removal of any person as a director of any subsidiary of the Company.

19. Any change in the identity of the persons authorised to represent the Company and sign on its behalf and any change to the scope and nature of such authorisation.

20. The appointment of any person to the position of Chief Executive Officer or Chief Financial Officer of the Company (or equivalent positions) and the entry into (or material variation of) any service agreement relating thereto.

21. The engagement of any advisers.

12.9. One or more Directors may participate in a meeting by means of a conference call or by any similar means of communication enabling thus several persons participating therein to simultaneously communicate with each other. Such participation shall be deemed equal to a physical presence at the meeting.

12.10. In case of urgency, a written decision, signed by all the Directors, is proper and valid as though it had been adopted at a meeting of the Board of Directors which was duly convened and held. Such a decision can be documented in a single document or in several separate documents having the same content and each of them signed by one or several Directors.

Art. 13. Minutes of meetings of the Board of Directors. The minutes of any meeting of the Board of Directors will be signed by the chairman of the meeting and by the secretary of the meeting (if any). Any proxies will remain attached thereto.

Minutes of any meeting of the Board of Directors shall be sent to all Directors as soon as practicable after the holding of the relevant meeting. The Secretary (if any) will be responsible for keeping the minutes of the meetings of the Board of Directors.

Copies or extracts of the minutes of the Board of Directors which may be produced in judicial proceedings or otherwise will be signed by the Chairman and by the Secretary (if any) or by any two Directors.

Art. 14. Powers of the Board of Directors. The Board of Directors is vested with the broadest powers to perform all acts necessary or useful for accomplishing the Company's object. All powers not expressly reserved by the Law or by the Articles of Incorporation to the single shareholder or the general meeting of shareholders are in the competence of the Board of Directors.

Art. 15. Delegation of Powers. The Board of Directors may delegate special powers or proxies, or entrust determined permanent or temporary functions to persons or agents chosen by it.

Art. 16. Conflict of Interests. No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that any one or more of the Directors or any officer of the Company has a personal interest in, or is a director, associate, member, officer or employee of such other company or firm. Except as otherwise provided for hereafter, any Director or officer of the Company who serves as a director, associate, officer or employee of any company or firm with which the Company shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company or firm, be automatically prevented from considering and voting or acting upon any matters with respect to such contract or other business.

Notwithstanding the above, in the event that any Director of the Company may have any personal interest in any transaction of the Company, he shall make known to the Board of Directors such personal interest and shall not consider or vote on any such transaction, and such transaction and such Director's or officer's interest therein shall be reported to the single shareholder or to the next general meeting of shareholders.

Art. 17. Representation of the Company. The Company will be bound towards third parties by the joint signatures of any one A Director acting jointly with any one B Director or by the joint signatures or single signature of any persons to whom such signatory power has been delegated by the Board of Directors, within the limits of such power.

Art. 18. Statutory Auditors. The supervision of the operations of the Company may be, and shall be in the cases provided by law, entrusted to one or more auditors who need not be shareholders.

The auditors, if any, will be elected by the single shareholder or by the general meeting of shareholders, as the case may be, which will determine the number of such auditors, for a period not exceeding six (6) years, and they will hold office until their successors are elected. At the end of their term as auditors, they shall be eligible for re election, but they may be removed at any time, with or without cause, by the single shareholder or by the general meeting of shareholders, as the case may be.

Chapter IV. - Meeting of shareholders

Art. 19. General meeting of shareholders. If the Company is composed of one single shareholder, the latter exercises the powers granted by the Law to the general meeting of shareholders. Articles 194 to 196 and 199 of the Law are not applicable to that situation.

If the Company is composed of no more than twenty-five (25) shareholders, the decisions of the shareholders may be taken by a vote in writing on the text of the resolutions to be adopted which will be sent by the Board of Directors to the shareholders by registered mail. In this latter case, the shareholders are under the obligation to, within a delay of fifteen (15) days as from the receipt of the text of the proposed resolution, cast their written vote and mail it to the Company.

Unless there is only one single shareholder, the shareholders may meet in a general meeting of shareholders upon call in compliance with Law by the Board of Directors, subsidiarily, by the auditor or, more subsidiarily, by shareholders representing half (1/2) of the issued capital. The notice sent to the shareholders in accordance with the Law will specify the time and place of the meeting as well as the agenda and the nature of the business to be transacted.

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

A shareholder may act at any meeting of the shareholders by appointing in writing, by fax or telegram as his proxy another person who need not be a shareholder.

The Chairman will preside at all general meetings of the shareholders, except that in his absence the general meeting of shareholders may appoint any other A Director as chairman pro tempore by vote of the majority of the shareholders present or represented at such meeting.

General meeting of shareholder, including the annual general meeting, may be held abroad if, in the judgement of the Board of Directors, which is final, circumstances of force majeure so require.

Art. 20. Powers of the meeting of shareholders. Any regularly constituted general meeting of shareholders of the Company represents the entire body of shareholders.

Subject to all the other powers reserved to the Board of Directors by the Law or the Articles of Incorporation, it has the broadest powers to carry out or ratify acts relating to the operations of the Company.

Art. 21. Annual General Meeting. The annual general meeting, to be held only in case the Company has more than twenty-five (25) shareholders, will be held at the registered office of the Company or at such other place as may be specified in the notice convening the meeting on the 31st March at 2 p.m. If such day is a public holiday, the meeting will be held on the next following business day.

Art. 22. Procedure, Vote. Decisions to be taken with respect to the matters listed below shall not be passed without the unanimous approval of all the shareholders:

1. Any alteration of the Articles of Incorporation.

2. The allotment or issue of any of the following:

(a) shares or other capital stock or securities;

(b) rights, options or warrants to purchase shares or other capital stock or securities; or

(c) any other convertible securities in the Company.

3. The taking of any steps to liquidate, dissolve or wind-up the Company.

4. The declaration or payment of any dividend or any other distribution.

5. The capitalisation or repayment of any amount standing to the credit of any reserve of the Company or the redemption or purchase of any shares or any other reorganisation of the share capital of the Company.

6. The appointment (except for the reappointment of the Company's existing auditors) or removal of the Company's auditors.

Except as otherwise required by the Law or by the present Articles of Incorporation, all other resolutions will be taken by shareholders representing at least half (1/2) of the issued capital.

One vote is attached to each share.

Art. 23. Minutes of meetings of the shareholders. The Secretary (if any) will be responsible for keeping the minutes of the general meetings of shareholders.

Copies or extracts of the minutes of the general meetings of shareholders which may be produced in judicial proceedings or otherwise will be signed by the Chairman and by the Secretary (if any) or by any two Directors

Chapter V. - Financial year, Distribution of profits

Art. 24. Financial year. The Company's financial year begins on the first day of January in every year and ends on the last day of December.

Art. 25. Adoption of financial statements. At the end of each financial year, the accounts are closed, the Board of Directors draws up an inventory of assets and liabilities, the balance-sheet and the profit and loss account, in accordance with the Law.

The balance-sheet and the profit and loss account are submitted to the single shareholder or, as the case may be, to the general meeting of shareholders for approval.

Each shareholder or its attorney-in-fact may peruse these financial documents at the registered office of the Company. If the Company is composed of more than twenty-five (25) shareholders, such right may only be exercised within a time period of fifteen (15) days preceding the date set for the annual general meeting of shareholders.

Art. 26. Appropriation of Profits. From the annual net profits of the Company, five per cent (5%) shall be allocated to the reserve required by Law. That allocation will cease to be required as soon and as long as such reserve amounts to ten per cent (10%) of the issued capital of the Company.

The single shareholder or the general meeting of shareholders, as the case may be, shall determine how the remainder of the annual net profits (the «Amount Available») will be disposed of. It may decide to allocate the whole or part of the Amount Available to a reserve or to a provision reserve, to carry it forward to the next following financial year or to distribute it to the shareholders as dividend.

If the single shareholder or the general meeting of shareholders, as the case may be, decide to distribute the Amount Available to the shareholders as dividend, the Amount Available shall be cumulatively allocated as follows:

1. Until each Class A and Class B shareholder's Accumulated Dividends equal its Total Contribution (the «First Dividend»), each Class A and Class B shareholder shall receive a portion of the Amount Available in the proportions that the Class A shareholders and the Class B shareholders shareholdings bear to each other.

2. When each Class A and Class B shareholder's Accumulated Dividends equal the First Dividend, if the Amounts have not produced a 25% Return each Class A and Class B shareholder shall receive a portion of the Amount Available in the proportions that their respective Shortfalls bear to each other until a 25% Return is achieved (the «Second Dividend»).

3. When each Class A and Class B shareholder's Accumulated Dividends equal the First Dividend plus the Second Dividend, the Amount Available shall be allocated as follows, so long as the amounts payable in total under this paragraph 3 shall not exceed the Euro equivalent of £ 1,000,000 (Sterling) (the «Third Dividend»):

- 65% to the Class A shareholders;
- 35% to the Class B shareholders.

4. When each Class A and Class B shareholder's Accumulated Dividends equal the First Dividend plus the Second Dividend plus the Third Dividend, the Amount Available shall be allocated as follows:

- 50% to the Class A shareholders;
- 50% to the Class B shareholders.

For the purposes of this article:

«25% Return» means 25% absolute cash return on the Shareholder Financing, in the case of dividends occurring before the first year anniversary of the Property Acquisition Date, or a 25% Internal Rate of Return on the Shareholder Financing in the case of dividends occurring on or after the first year anniversary of the Property Acquisition Date.

«Accumulated Dividends» means the cumulative amount of dividends paid to a shareholder throughout the period of time it has owned shares in the Company (including for the avoidance of doubt any amount to be paid pursuant to this Article 26 at any given point in time).

«Amounts» means the aggregate of any Accumulated Dividends and amounts paid by the Company in relation to, and over the life of, any loans made to it by a shareholder or any affiliate of a shareholder.

«Internal Rate of Return» means the annualised discount rate that when applied to the Company's cash flow represented by the cumulative cash payments or distributions to the shareholders or any affiliate of a shareholder deriving from the Shareholder Financing provided in cash produces a net present value of zero, having adopted the convention of designating out-flows from the shareholders or any affiliate of a shareholder as negative and in-flows to the shareholders or any affiliate of a shareholder as positive.

«Property Acquisition Date» means the date on which full title to the property at Restell Close, Greenwich, London, England is acquired by the Company.

«Shareholder Financing» means the Total Contribution of the relevant shareholder plus the aggregate amount of any loans made by the relevant shareholder and any of its affiliates to the Company.

«Shortfall» means, the amount equal to a 25% Return for that shareholder (and its affiliates, if applicable) on the Shareholder Financing provided by them less the Amounts paid to them.

«Total Contribution» means the aggregate nominal value of the shares that the relevant shareholder holds in the Company plus the total share premium paid on these shares.

Chapter VI. - Dissolution, Liquidation

Art. 27. Dissolution, Liquidation. The Company may be dissolved by a decision of the single shareholder or by a decision of the general meeting voting at the unanimity.

Should the Company be dissolved, the liquidation will be carried out by one or more liquidators (who may be physical persons or legal entities and who shall be an independent chartered accountant) appointed by the single shareholder or by the general meeting of shareholders, which will determine their powers and their compensation.

After payment of all the debts of and charges against the Company and of the expenses of liquidation, the net assets (the «Liquidation Profits») shall be distributed as follows:

1. Unless and until each Class A and Class B shareholder's Article 27 Accumulated Dividends equal its Total Contribution (the «First Tranche»), each Class A and Class B shareholder shall receive a portion of the Liquidation Profits in the proportions that the Class A shareholders and the Class B shareholders shareholdings bear to each other.

2. When each Class A and Class B shareholder's Article 27 Accumulated Dividends equal the First Tranche, if the Article 27 Amounts have not produced a 25% Return each Class A and Class B shareholder shall receive a portion of the remaining Liquidation Profits in the proportions that their respective Article 27 Shortfalls bear to each other until a 25% Return is achieved (the «Second Tranche»).

3. When each Class A and Class B shareholder's Article 27 Accumulated Dividends equal the First Tranche plus the Second Tranche, the remaining Liquidation Profits shall be allocated as follows, so long as the amounts payable in total under this paragraph 3 shall not exceed the Euro equivalent of £ 1,000,000 (Sterling) (the «Third Tranche»):

- 65% to the Class A shareholders;
- 35% to the Class B shareholders.

4. When each Class A and Class B shareholder's Article 27 Accumulated Dividends equal the First Tranche plus the Second Tranche plus the Third Tranche, the remaining Liquidation Profits shall be allocated as follows:

- 50% to the Class A shareholders;
- 50% to the Class B shareholders.

For the purposes of this article the terms:

«Internal Rate of Return», «Property Acquisition Date», «Shareholder Financing» and «Total Contribution» shall have the meaning defined in article 26.

