

THE COMPANIES LAW (CAP. 113)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

ENERGYO SOLUTIONS INVEST (CYPRUS) LIMITED

1. The name of the Company is ENERGYO SOLUTIONS INVEST (CYPRUS) LIMITED

2. The registered office of the Company will be situated in Cyprus.

3. The objects for which the Company is established are:

(1) To carry on all or any business of importers, exporters, purchasers, sellers, (by wholesales or retail), storers, suppliers, distributors, general merchants, manufacturers, brokers and agents of goods or things of any kind or description whatsoever.

(2) To carry on, in any part of the world the business of general consultants and management consultants to financial, technological, industrial, commercial or any other enterprises and to advise on methods of development and improving of such enterprises in the fields of finance, technology, industry and commerce as well as on matters of personnel and administration, introduction of products and systems or processes of production, storage, distribution, marketing of products and systems of sales and sales' promotion and to undertake research on all above mentioned matters and to carry on special studies on such matters and to undertake the establishment of businesses in any part of the world and promote to this effect the creation of companies, partnerships, branches and in general all forms of carrying on business.

(3) The establishment, incorporation, participation, promotion and finance in any way whatsoever in any company or companies whether in Cyprus or overseas for the purpose of any type of finance, lending, holding of shares, or of carrying on other business and or for the acquisition of any asset or any rights or obligation of the Company or of the promotion of any object of the Company or to carry on any

business of any type or nature which may be profitable either directly or indirectly to the Company.

(4) Acquire and hold either through the original subscription on incorporation or by way of purchase, exchange, or otherwise, either on behalf of the Company or on behalf

of any nominee of any shares, stock, debenture and debenture stock, debenture notes, mortgaged or otherwise secured debenture notes, bills of exchange, and securities of any type or nature relating to any company whether in Cyprus or overseas, of any Government, of any municipal or local or other authority or of any legal entity of whatever type or nature and the ownership exchange, exercise of lien. sale or any other disposition thereof.

(5) The Company:

(a) Shall not act as a professional trustee (for the purposes hereof the term "professional trustee" means a company which offers its trustee services to the public at large or which makes or intends to make representations in soliciting trust business. i.e. establishing, undertaking & executing, and administering of trusts, or which advertises or intends to advertise the fact that it is qualified and/or authorized by law or practice to offer trustee services to the public).

(b) Shall not provide by way of business any financial services. other than services connected with its business as a private trustee or be remunerated for the financial services offered in addition to any remuneration it receives for discharging the duties of a private trustee (for the purposes hereof "financial services" means dealing in investments, managing investments, giving investment advice or establishing and operating collective investment schemes, the term "investments" means shares, debentures, government and public securities, warrants, certificates representing securities, units in collective investment schemes, options, futures and contracts for differences and the term "private trustee" means a trustee other than a professional trustee as defined herein above).

(c) Shall not assume, directly or indirectly, any obligations to the public whether in the form of deposits, securities or other evidence of debt (for the purposes hereof the term "public" does not include banking or credit institutions. The term "deposits" and "debt" do not include sums of money received in connection with discharging the duties of a private trustee or credit obtained in relations to the sale of goods and supply of services other than financial services).

(6) To purchase, take on lease or sublease, to receive or acquire by way of gift, assignment, in exchange and otherwise acquire all types or nature of immovable property (including walls), easements or other rights or interests in real estate with or without restrictions, and either by the Company alone or in conjunction with others, to manage, exploit, develop, sell, exchange. transfer by way of gift, mortgage, charge, lot on lease or sublease, or otherwise dispose of assign or grant rights or licenses over any real property belonging to the Company or part thereof.

(7) To purchase take on lease or sublease or otherwise acquire, erect, construct, demolish, reconstruct, alter, extend or maintain, develop, repair, adapt, improve, furnish, equip, decorate, manage and exploit any offices, shops, workshops, factories and generally structures and buildings of any nature or description, whatsoever, either

on land belonging to the Company, or partly to the Company and partly to another person. or on any other land.

(8) To buy, hire, manufacture or otherwise acquire, sell, let, exchange or in any other way dispose or transfer to any person or company, and generally deal in any machines, machinery, mechanical, electrical or other type of installations, factories, appliances, tools, vehicles. materials goods and things of any kind or description.

(9) To carry on or acquire any business or activity which in the opinion of the Directors of the Company may be profitable or may increase directly or indirectly the value of the business assets or rights of the Company or to make these more profitable.

(10) To pay all costs. charges and expenses incurred or sustained in or about the promotion and establishment of the Company, and any other expense, which the Company shall consider to be in the nature of preliminary expenses.

(11) To invest the monies of the Company in such shares. bonds, debentures, debenture notes or securities of any type or nature, in such manner, other than in the purchase of the shares of this Company, as from time to time may be determined.

(12) To advance, give credit and lend money to any person firm or company upon such terms as may be thought proper, with or without taking any security therefore.

(13) To borrow or raise money by the Company in any way and upon such terms as the Company shall think fit.

(14) To guarantee and give securities for the payment of loans and debts, execution of contracts or fulfilment of any other obligations of the Company or any other person, firm or company and to agree to indemnify any person for any loss.

(15) To secure the payment of any loans, debts or liabilities of the Company or any other person, firm or company by mortgaging or charging the whole or any part of the undertaking, immovable property and generally the property of the Company, including the uncalled or unissued capital and by the issue of bonds, mortgage debentures, debenture notes, debenture stock, bonds or other security payable to the bearer or otherwise, and either of continuous validity or capable of being bought, either payable on a fixed date or immediately and under such terms regarding the granting or not granting of priority or otherwise.

(16) To draw, accept and make, and to indorse, discount and negotiate, ordinary bills of exchange, bills of exchange and promissory notes, securities, bonds, debentures, bills of lading and other negotiable, or transferable instruments.

(17) To acquire by subscription, purchase or otherwise, and to accept and take, hold dispose of and sell. shares. stock. debentures, bonds or securities, of any government or authority, municipal local or other, any legal person, public body, company, society or undertaking and the claim of all rights and interests attached thereto.

(18) To purchase or otherwise acquire all or any part of the undertaking, business, property, the rights and liabilities of any company, society, partnership or person, formed for all or any part of the purposes within the objects of this Company, and to conduct and canyon, or liquidate and wind them up.

(19) To apply for, purchase, or otherwise acquire any copyrights, trade marks, intellectual property rights, patents, patent rights, formulas, licenses, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to, any invention which may seem capable of being used for any of the purposes of the company, or the acquisition of which may seem calculated directly or indirectly to benefit the company; and to use, exercise, develop, or grant licenses in respect other property or rights, so acquired.

(20) To sell, dispose of. or transfer the business, property assets, rights, things or undertakings of the Company, or any part thereof, for any consideration which the Company may see fit to accept and in particular for shares, debentures (with or without security) or securities of, my other company.

(21) To enter into and carry into effect any arrangement for joint working in business, or joint venture or for sharing of profits, or for amalgamation. with any other person. company, or any partnership, carrying on work or business within the objects of this Company.

(22) To establish, promote and otherwise assist, any company or companies for the purpose of acquiring any of the property or any rights or liabilities or furthering any of the objects of this Company or the attainment of any object deemed advantageous, directly or indirectly, to the Company.

(23) To enter into any arrangements with any government or authority, supreme, municipal, local. or otherwise, that may seem conducive to the Company's objects, or any of them; and to obtain from any such government or authority any rights, privileges, licenses and concessions which the Company may think it desirable to obtain; and to carry out, exercise, and comply with any such arrangements, rights, privileges, licenses and concessions.

(24) To accept stock or shares in, or the debentures, mortgage debenture, bonds or other securities of any other company in payment or part payment for any services rendered by the Company or for any sale by the Company of any asset or debt owing from any such company to the Company.

(25) To issue and allot fully or partly paid shares in the capital of the Company in payment or part payment of any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company.

(26) To distribute in specie or otherwise as may be resolved any assets of the Company among its members and. particularly the shares, debentures, bonds or other

securities of any other company formed to take over the whole or any part of the assets or liabilities of the Company.

(27) To procure the Company to be registered or recognized and to establish offices, branches or agencies in any country or place, in or outside Cyprus and to regulate and discontinue the same.

(28) To provide for the welfare of persons employed or formerly employed by the Company and the wives, widows and families of such persons by grants of money, pensions or other contributions and the establishment, contribution or in any other way support or charitable, religious., scientific, national or other societies or institutions as the Company shall think fit.

(29) To subscribe or contribute to any charitable or benevolent societies or institutions, or to any useful object of a public character, which the Company may deem, will increase its popularity or prestige among its employees, customers or the public.

(30) To carry out all or any of the objects of the Company and do all or any of the matters hereby authorized in any part of the world either alone or in conjunction with any person, natural or legal, and either as principal or as agent, trustee or as contractor or otherwise of any other company or person and by or through agents, trustees or contractors.

(31) To carry on any other business or venture of any nature which may in the opinion of the Directors of the Company be conveniently carried on by this Company or which may be controlled with or help any business or activity of the Company or directly or indirectly increase, the value of the assets or rights of the Company or make the carrying on of the business or activities profitable.

(32) Generally to do all such other things or business as may appear to the Company to be incidental or conducive to the attainment of the objects for which the Company is established or any of them.

The objects set forth in any sub-clause of this clause are separate and independent shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not (except when the context expressly so requires) be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any other powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

Provided that nothing contained herein shall empower the Company to carry on the business of insurance or banking or to offer investment services which require authorization under the Investment Firms Law No. 148(1) of 2002, as same may be amended and or substituted.

4. The liability of the members is limited.

5. The share capital of the Company is EURO 9000, (Nine Thousand Euro), divided into 9000 shares of EURO 1,00 each. The Company has power to increase or reduce the said capital. Subject to and without prejudice to any rights attached to any class of shares any shares, original or increased, may be issued with any preference or subject to any postponement of rights. or with any other special rights privileges or subject to any conditions or restrictions either in relation to the dividend, voting, repayment of paid up capital or otherwise.

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 opposite to our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
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CCY SERVICES LIMITED Registration no.: 146386 48, Themistocli Dorvi Avenue 'Centennial' Building 7th Floor, Office 701 1066 Nicosia	1800 (One Thousand Eight Hundred)
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TOTAL NUMBER OF SHARES	1800
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Dated the 1 day of March, 2007

Witness to the above signatures: -

Koulla Papakyriacou
 48, Themistocli Dorvi Avenue
 'Centennial' Building
 7th Floor, Office 701
 1066 Nicosia

THE COMPANIES LAW (CAP. 113)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ENERGYO SOLUTIONS INVEST (CYPRUS) LIMITED

❖ **PRELIMINARY**

1. Subject as hereinafter provided, the regulations contained in or made applicable by Part II of Table A of the First Schedule to the Companies Law CAP 113 (which regulations are hereinafter called Table A) shall apply to the Company and are considered as incorporated in these Articles but in case of any variation or inconsistency between these regulations and Table A, these regulations shall prevail. Provided that in the event that the Company has only one member, Part III of Table A of the First Schedule to the Companies Law CAP. 113 will be applicable.

❖ **INTERPRETATION**

2. 1) In regulation 1 of Part I of Table A are inserted in order the following definitions:

"The Company" Means **ENERGYO SOLUTIONS INVEST (CYPRUS) LIMITED**

"Secretary" means any person who is appointed to carry out the duties of Secretary of the Company and includes an assistant secretary

"Office" means the registered office of the Company

"Republic" means the Republic of Cyprus

"Net Asset Value" means the net asset value as reported in the Quarterly or Annual Reports (as relevant) of EOS.

"Annual Reports" means the consolidated annual financial statements of EOS

"EOS"	means EnergyO Solutions Russia AB, a Swedish limited liability company with reg. no. 556694-7684
"Market Capitalization"	on any day means the total number of shares in EOS in issue on the relevant day or if the relevant day is not a Trading Day, the last Trading Day preceding the relevant day times the average volume weighted share price for the last ten (10) Trading Days including the relevant day or if relevant day is not a Trading Day, the last preceding Trading Day;
"Operational Expenses"	means the operational expenses as reported in the Quarterly or Annual Reports (as relevant) of EOS.
"Member"	means the person whose name is entered on the registered of members
"The Law"	means the Companies Act, Cap. 113 and includes any law which amends or replaces same
"The Seal"	means the common seal of the Company
"Directors"	means a member of the Board of Directors of the Company
"Quarterly Reports"	means the consolidated quarterly financial statements of EOS.
"The Exchange"	means First North, the unofficial marketplace operated by the Stockholm Stock Exchange;
"Trading Day"	means any day on which the Exchange is open for trading for its regular trading session;
<u>"Reserved Matters"</u>	<u>means the matters specified in Regulation 37 of these Articles of Association and "Reserved Matter" means any of them.</u>
<u>"Subsidiaries"</u>	<u>means any company as defined in section 148 of the Law, and "Subsidiary" means any of them.</u>

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- 2) In regulation 1 of Part I of Table A between the words "regulations" and "the Act" the words "and in any articles adopting the same" shall be inserted.

❖ **SHARE CAPITAL**

- 3.1 The nominal capital of the Company is 9000 Euro, divided into 8,820 ordinary shares of nominal value 1 Euro each and 180 preference shares of nominal value 1 Euro each.
- 3.2 The ordinary shares shall carry 10 votes per share and the preference shares 1 vote per share.
- 3.3 The preference shares shall carry the, following cumulative dividends:
 - (i) An amount equal to the sum of the amounts for all quarters of any calendar year which result by calculating for each quarter, 0,5 % (nil point five per cent) of the Net Asset Value as reported in the Quarterly Report for the relevant Quarter minus the Operational Expenses as reported in the Quarterly Report for the relevant quarter.
 - (ii) An amount equal to 5 % (five per cent) of, if a positive number, the annual appreciation of the Market Capitalization of BOS. For the purpose of this sub-paragraph the annual appreciation of the Market Capitalization of EOS for any given year shall be calculated as the Market Capitalization as of 31 December the relevant year minus the Market Capitalization as of 31 December the year preceding the relevant year.
 - (iii) An amount equal to 5% (five per cent) of the appreciation of the Net Asset Value during the period starting on January 1, 2008 up to and including December 31, 2012. For the purpose of this sub-paragraph. the Net Asset Value as per December 31, 2012 shall be equal to, if the 2013 annual general meeting of EOS resolves to liquidate EOS in accordance with Section 13 of EOS's Articles of Association, the actual achieved net value for shareholders in the liquidation of EOS as reported in the final accounts of EOS, or if EOS is not liquidated. shall be equal to the NET Asset Value reported in the Annual Report for the year 2012.
- 3.4 Provided that if in any one year in which dividends are declared, there are in sufficient profits to pay the preference dividend in full, the unpaid balance shall be carried forward to the next year or years in which sufficient profits are available to pay the balance in full.
- 3.5 On a winding-up of the Company or repayment of capital after repayment of all the Company's debts, the preference shares shall entitle their holders to repayment of the capital paid on these shares (together with a sum equal to any arrears or deficiency of the fixed dividend, if any, whether declared or earned or not, calculated down to the date of the return of capital) in priority to any payment to the holders of the ordinary shares, but the preference shares shall not entitle the

holders of the preference shares to any further or other participation in the profits or assets of the Company.

- 3.6 Regulations 128, 129 and 135 of Part I of Table 'A' shall be read subject to the provisions of this Article.
- 3.7 Save as otherwise directed by the Company in general meeting and any restrictions of these Articles of Association the shares in the original or any increased capital of the Company shall on issue be offered to the members in proportion as nearly as possible to the nominal value of the existing shares held by them at the time of offer.
- 3.8 Any such offer shall be open for acceptance for not less than three weeks from the date of dispatch of the same. Any shares not accepted in the said period and any shares which, by reason of the ratio which the shares to be issued bear to the shares held by persons entitled to an offer thereof, cannot, in the opinion of the Directors, conveniently be offered under this article shall be at the disposal of the directors who may allot grant options over or otherwise dispose, of the same to such persons at such times and on such terms as they think proper.
- 3.9 The creation of any further preference shares ranking pari passu or in priority to the preference shares shall constitute a variation of the rights attaching to the preference shares and as a result Reg. 5 of Part I of Table A shall not apply.

❖ **TRANSFERS**

4. Regulations 22 and 23 of Part I of Table A shall be read subject to the provisions of regulation 7 hereof.
5. Regulation 3 of Part II of Table A shall not apply.
6. Regulation 24 of Part I of Table A shall not apply. Subject to the provisions of Paragraph 10) of Regulation 7 of the Articles of Association the Directors may decline to register a share to a person of whom they shall not approve, and they may also decline to register the transfer of a share on which the Company has a lien.
7.
 - 1) Except as hereinafter provided no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
 - 2) Every member who holds preference shares and who desires to sell any share or shares (hereinafter called the "vendor") shall give to the Directors notice in writing of such desire (hereinafter called "transfer notice"). Subject as hereinafter mentioned, a transfer notice shall constitute the Directors the vendor's agent for the sale of the share or shares specified therein in one or more lots at the discretion of the

Directors to the members holding ordinary shares other than the vendor at their nominal value. A transfer notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this regulation, none shall be so sold and any such provision shall be binding on the Company.

- 3) Every member who holds ordinary shares and who desires to sell any share or shares (hereinafter called "the vendor") shall give to the Directors notice in writing of such desire (hereinafter called "transfer notice"). Subject as hereinafter mentioned, a transfer notice shall constitute the Directors the vendor's agent for the sale of the share or shares specified therein in one or more lots at the discretion of the Directors to the members holding ordinary shares other than the vendor at their nominal value. A transfer notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this regulation, none shall be so sold and any such provision shall be binding on the Company.
- 4) The Directors shall forthwith by notice in writing inform each member of the Company holding ordinary shares, other than the vendor, of the number and price of the said shares and invite each such member to apply in writing to the Directors within twenty days of the date of dispatch of the notice (which date shall be specified therein) for such number of the said shares (being all or any thereof) as he shall specify in such application.
- 5) If the members of the Company holding ordinary, as provided above, shall within the said period of twenty days apply for all or (except where the transfer notice provides otherwise) any of the said shares, the Directors shall allocate the said shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants (and in case of competition pro rata as nearly as possible according to the number of shares in the Company of which they are registered). Provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid.
- 6) The Company shall forthwith give notice of such allocations (hereinafter called an allocation notice) to the vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time at which the sale of the shares so allocated shall be completed.
- 7) Subject to the provisions of the foregoing paragraph, the vendor shall be bound to transfer the shares comprised in an allocation notice to the purchasers named therein at the time and place therein specified; and if he shall fail to do so, the chairman of the Board of Directors or some other person appointed by the directors shall be deemed to have been

appointed attorney of the vendor with full power to execute, complete and deliver, in the name and on behalf of the vendor, transfers of the shares to the purchaser or purchasers thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good quittance, for such payment and on execution and delivery of the transfer document the purchaser shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the vendor.

- 8) During the six months following the expiry of the said period of twenty days referred to in paragraph (4) of this regulation, the vendor shall be at liberty, subject nevertheless to the provisions of the Articles of Association to transfer to any persons and at any price (not being less than the price fixed under paragraph (2) of this regulation) any share not allocated by the Directors in an allocation notice. Provided that, if the vendor stipulated in his transfer notice that unless all the shares comprised therein were sold by the Company pursuant to this regulation, none should be so sold, the vendor shall not be entitled, save with the written consent of all the other members of the Company, to sell hereunder only some of the shares comprised in his transfer notice.
- 9) Notwithstanding the foregoing provisions of this regulation, the Directors may decline to register any transfer of any share:
 - (a) on which the Company has a lien;
 - (b) to any person who they do not approve of;
 - (c) which would cause the number of members to exceed the maximum permitted by regulation 2 of Part II of Table A.
- 10) The restrictions on transfer contained in this regulation shall not apply in the following circumstances:
 - (a) any transfer approved in writing by all the members of the Company.

❖ **GENERAL MEETINGS**

8. In regulation 50 of Part I of Table A, immediately after the words “a meeting called for the passing of a special resolution” and before the words “shall be called by twenty-one days’ notice in writing at the least”, the words “or of a resolution in relation to the Reserved Matters as defined in Regulation 37 of these Articles of Association” shall be inserted.

- ~~89~~. In regulation 52 of Part I of Table A the words "in the place of those retiring" shall be deleted.
- ~~9~~10. Paragraph (b) of Regulation 58 of Part I Table A is hereby amended by the deletion there from of the words "at least three" and their substitution by the word "one".
- ~~10~~11. Paragraphs (c) and (d) of Regulation 58 of Part I of Table A are hereby deleted.
- ~~11~~12. Regulation 60 of Part I of Table A shall not apply and the Chairman of a meeting shall not have a second or casting vote.

❖ **DIRECTORS**

- ~~12~~13. 1) Regulation 75 of Part I of Table A shall not apply.
- 2) Unless otherwise determined by a General Meeting of the Company the number of Directors shall be at least one and there is no maximum number.
- 3) The First Directors shall be appointed in writing by the subscribers to the Memorandum of Association of the Company or a majority of them.
- ~~13~~14. Any Director who performs at the request of the Board of Directors special or extra- ordinary services on behalf of the Company or who travels or resides in any place other than where he usually resides for the purpose of discharging his duties may be paid such extra remuneration (whether by way of lump sum, salary, commission, or participation in profits or otherwise) as the Board of Directors may determine.

❖ **BORROWING POWERS**

- ~~14~~15. Regulation 79 of Part I of Table A shall not apply.
- ~~15~~16. ~~The Subject to the provisions of Regulation 37 of these Articles of Association in relation to the Reserved Matters the~~ Directors may exercise all the powers of the Company to borrow money, and to charge or mortgage its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

❖ **POWERS AND DUTIES OF DIRECTORS**

- ~~16~~17. Regulations 80 to 87, inclusive, of Part I of Table A shall not apply.

- ~~17~~18. ~~The Subject to the provisions of Regulation 37 in these Articles of Association in relation to the Reserved Matters, the~~ business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Law or by these regulations, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these regulations, to the provisions of the Law and to such regulations, being not inconsistent with the aforesaid regulations, being prescribed by the Company in general meeting; ~~but no regulation made by the Company in general meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made.~~
- ~~18~~19. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these regulations) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
- ~~19~~20. The Company may exercise the powers conferred by section 36 of the Law with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.
- ~~20~~21. The Company may exercise the powers conferred upon the company by sections 114 to 117 (both inclusive) of the Law with regard to the keeping of a dominion register, and the Directors may (subject to the provisions of those sections) make and vary such regulations as they may think fit respecting the keeping of any such register.
- ~~21~~22. (1). A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with section 191 of the Law.
- (2). A Director may hold other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so

contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.

(3). A Director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he may be interested therein and if he does so, his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

(4). Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as auditor of the Company.

~~22~~23. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

~~23~~24. The Directors shall cause minutes to be made in books provided for the purpose:
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- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and any committee of the Directors;
- (c) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors;

and every director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose.

~~24~~25. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependents and make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

❖ **DISQUALIFICATION OF DIRECTORS**

~~25~~26. Regulations 88 of Part 1 of Table A shall not apply.

~~26~~27. The office of Director shall be vacated if the Director:

- (a). ceases to be a Director by virtue of section 176 of the Law; or

- (b). becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c). becomes prohibited from being a Director by reason of any order made under section 180 of the Law; or
- (d). becomes of unsound mind; or
- (e). resigns his office by notice in writing to the Company.

❖ **ROTATION OF DIRECTORS**

- ~~27~~28. Regulation 89 to 97, inclusive, of Part I of Table A shall not apply.
- ~~28~~29. The Directors shall have the power at any time to, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these regulations. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re- election.
- ~~29~~30. The Company may by way of ordinary resolution, of which special notice has been given in accordance with section 136 of the Law, remove any Director before the expiration of his period of office notwithstanding anything in these regulations or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
- ~~30~~31. The Company may by ordinary resolution appoint another person in place of a Director removed from office under the immediately preceding regulation, and without prejudice to the powers of the Directors under regulation ~~28~~29 of these Articles of Association the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

❖ **PROCEEDINGS OF DIRECTORS**

- ~~31~~32. Regulations 98 to 106, inclusive, of Part I of Table A shall not apply.
- ~~32~~33. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting

of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the Republic. Without prejudice the provisions of Regulation ~~40-42~~ of these Articles of Association all the meetings of the Board of Directors and the committees shall be held in the Republic, unless otherwise decided by the Board of Directors.

- ~~33~~³⁴. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two. In case the Director is one then, he shall constitute the quorum necessary for the transaction of the business of the Directors.
- ~~34~~³⁵. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.
- ~~35~~³⁶. The Directors may elect a chairman of their meeting and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding same, the Directors may choose one of their number to be chairman of the meeting.

37. Reserved Matters:

1. For any of the matters specified in this Regulation 37 (Reserved Matters) (or to any variation thereto), the necessary quorum is the presence or participation in accordance with the Law of all members of the Company. Provided that the Company has one member, his presence, in person or by proxy, will be deemed to constitute a necessary quorum regarding the Reserved Matters.
2. Notwithstanding any other provision in these Articles of Association, the Company shall, and each member undertakes to exercise all voting and other rights as a member (including through its representatives, nominees or otherwise) to procure that no action or decision or resolution relating to any of the matters specified in this Regulation 37 (Reserved Matters) (or to any variation of them) is taken (whether by the General Meeting, or the Board of the Company) unless approved in writing by at least the eighty per cent (80%) of the members (or their representatives or nominees) entitled to vote at a General meeting of EOS.
3. Furthermore, notwithstanding any provision in these Articles of Association, the Company shall not take, approve, or implement any action, decision or resolution relating to any of the matters specified in this Regulation 37 (Reserved Matters) (or to any variation thereto), unless such decision, action or resolution has been approved in writing by at least the eighty per cent (80%) of

the members (or their representatives or nominees) entitled to vote at a General Meeting of the Company. Provided that the Company has one member, his vote, in person or by proxy, will be deemed to constitute a necessary qualified majority regarding the Reserved Matters.

4. The Reserved Matters shall include:

- (a) Any resolution relating to the corporate reorganization of any kind, including but not limited to consolidation, merger, or demerger (spin-off) of the Company, or the casting of any vote in favour of any such resolution in the Company's subsidiaries (if any), except where such resolution is required under the Law;
- (b) Any resolution on rights issues of shares, warrants or convertible instruments by the Company, or the casting of any vote in favour of any such resolution in the Company's subsidiaries (if any), that may cause dilution of the shareholding of any existing shareholder either in the Company or in the Company's subsidiaries (if any).
- (c) Any resolution on the disposal, whether directly or indirectly, of any assets of the Company held directly or indirectly (including by voting for a corresponding resolution in the Company's subsidiaries (if any)), whether by way of a single transaction or a series of related transactions, where the book value of such assets exceeds ten per cent (10%) of the Company's balance sheet.

~~365.~~ Any resolution in breach of the above provisions shall be deemed null and void and of no effect.³⁸. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

~~373~~³⁹. A committee may elect a chairman of its meetings; if no such chairman is elected or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.

~~384~~⁴⁰. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.

~~394~~⁴¹. All acts done by any meeting of the Directors or of a committee of directors or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

- ~~40~~42. A written resolution signed or approved by letter, cable, telex or fax signed by all Directors who at the time of such resolutions are entitled to receive notice of a meeting shall be valid and binding as if it has been passed at a board meeting properly convened and when signed may consist of separate documents each signed by one or more Directors.

❖ **MANAGING DIRECTOR**

- ~~41~~43. Regulations 107 to 109, inclusive of Part I of Table A shall not apply.
- ~~42~~44. The Directors may from time to time appoint one or more of their body to the office of managing director for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in a particular case, may revoke such appointment. The appointment of the managing director shall be automatically determined if he ceases for any cause to be a Director.
- ~~43~~45. A managing director shall receive such remuneration (whether by way of salary, commission, or participation in profits, or partly in one way any partly in another) as the Directors may determine.
- ~~44~~46. The Directors may entrust to and confer upon a managing director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

❖ **ALTERNATE DIRECTORS**

- ~~45~~47. 1) Each Director shall have power from time to time to nominate any person to act as his alternate director and at his discretion to remove such alternate director. with written notice to the Company.
- 2) Each alternate director shall (except as regards power to appoint an alternate director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors, and shall be entitled to receive notices of all meetings of the Directors and to attend speak and vote at any such meeting at which his appointor is not present
- 3) One person may act as alternate director to more than one Director and while he is so acting shall be entitled to a separate vote for each Director be is representing and, if he is himself a Director, his vote or votes as an alternate director shall be io addition to his own vote as Director.
- 4) Any appointment or removal of an alternate director may be made by letter, cable, fax, telegram or radiogram or in any other manner approved by the directors. Any cable, fax telegram or radiogram shall be

confirmed as soon as possible by letter but may be acted upon by the Company meanwhile.

- 5) If a Director making any such appointment as aforesaid shall cease to be a Director, the person appointed by him as alternate director shall thereupon cease to have any power or authority to act as an alternate director.
- 6) A Director shall not be liable for the acts and defaults of any alternate director appointed by him.
- 7) An alternate director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

❖ **DIVIDENDS AND RESERVE**

- ~~46~~⁴⁸. 1) Regulation 115 of Part I of Table A shall not apply. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company. Provided that any such interim dividend paid to the members shall be deducted from any dividend declared by the general meeting.
- 2) Any shares issued after the payment of an interim dividend but before a dividend is declared by the general meeting, shall not be entitled to any of the interim dividend already paid retrospectively or otherwise.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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CCY SERVICES LIMITED

Registration no.: 146386

48, Themistocli Dervi Avenue

Centennial Building

7th Floor, Office 701

1066 Nicosia

Dated the__ day of Mardi, 2007

Witness to the above signatures:

Koulla Papakyriacou
48, Themistocli Dorvi Avenue
'Centennial' Building
7th Floor, Office 701
1066 Nicosia

I certify that the present Memorandum and Articles of Association were made by me.