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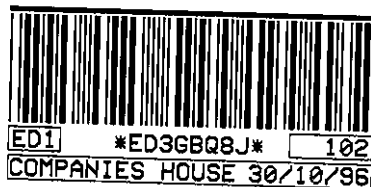
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TRANSFER OF REGISTERED SHARES IN FORTE INTERNATIONAL  
B.V..(II)



This day, September six, nineteen hundred and ninety-six there appeared before me, Michiel George van Ravesteyn, civil law notary officiating in Rotterdam: \_\_\_\_\_

Iris Catharina Johanna Maria van der Wee, deputy civil law notary,  
residing at (3331 EH) Zwijndrecht, the Netherlands, H. Kamerlingh  
Onnesstraat 59, born at Zwijndrecht, the Netherlands, on February  
twenty-one, nineteen hundred and sixty-four, unmarried, of Dutch  
nationality, Dutch driver's license number 0066874871, for the purposes  
hereof acting as written attorney of: \_\_\_\_\_

1. the company organised under the laws of England, United Kingdom: August Hotels Limited, having its registered office at London, United Kingdom, and with offices at United Kingdom, Stornoway House, 13 Cleveland Row, London SW1A 1GG, ——— to be referred to hereinafter as: the “AUGUST”; ———
2. the company organised under the laws of England, United Kingdom: Forte International Holdings Limited, having its registered office at London, United Kingdom, and with offices at United Kingdom, 166 High Holborn, London WC1V 6TT, ——— to be referred to hereinafter as: the “INTERNATIONAL”; ———
3. the close company with limited liability organised under the laws of the Netherlands: Forte International B.V., having its registered office at Amsterdam, the Netherlands, and with offices at (1077 BA) Amsterdam, the Netherlands, Apollolaan 2, ——— to be referred to hereinafter as: the “Company”. ———

AUGUST AND INTERNATIONAL HAVE DECLARED TO HAVE  
AGREED AS FOLLOWS: \_\_\_\_\_



**WHEREAS:** \_\_\_\_\_

- On September fourth, nineteen hundred and ninety-six, the Directors of AUGUST held a meeting at which they considered the arguments for and against proceeding with the reconstruction of AUGUST pursuant to section 110 of the Insolvency Act 1986 - hereinafter referred to as: the "**Reconstruction**"; \_\_\_\_\_
- After careful consideration, the Directors of AUGUST resolved that it was in the interests of AUGUST that the Reconstruction proceed and further resolved that the Reconstruction be put to the shareholders of AUGUST; \_\_\_\_\_
- After careful consideration, the shareholders of AUGUST resolved, by way of written resolution, to proceed with the Reconstruction; accordingly, on the fifth day of September nineteen hundred and ninety-six, AUGUST was placed into members' voluntary winding-up; \_\_\_\_\_
- On September fifth, nineteen hundred and ninety-six, and with effect as per twenty-three hundred hours and fifty-nine minutes (23.59 hours) London time, - hereinafter referred to as the "**Completion Date**" -, AUGUST and amongst others INTERNATIONAL have entered into an agreement relating to the transfer of the whole of the undertaking of August, pursuant to section 110 of the Insolvency Act 1986, the terms and conditions of which agreement are known to all parties hereto - this agreement hereinafter referred to as: the "**Agreement**" -, pursuant to which Agreement AUGUST is - with effect as of the Completion Date - to transfer to INTERNATIONAL, which is to accept from AUGUST, two thousand (2,000) shares in the Company, numbered 1 up to and including 2,000, each share having a par value of one hundred Dutch guilders (NLG 100,-), hereinafter referred to as: the "**Shares**", such subject to the conditions stated in the Agreement and as stated below; \_\_\_\_\_
- parties hereto wish to hereby effect the transfer of the above mentioned Shares under the terms and conditions of the Agreement and of this deed, \_\_\_\_\_

**Transfer.** \_\_\_\_\_

**Article 1.** \_\_\_\_\_

In satisfaction of AUGUST's obligations to INTERNATIONAL and with effect as of the Completion Date, AUGUST hereby transfers to INTERNATIONAL, who hereby accepts the Shares, such subject to the provisions set out in the Agreement and in this deed. \_\_\_\_\_

**Warranties. Representations.** \_\_\_\_\_

**Article 2.** \_\_\_\_\_

1. AUGUST warrants to INTERNATIONAL that, at this time, the following is correct: \_\_\_\_\_
  - a. the Company is a close company with limited liability, legally established under Dutch law by notarial deed of incorporation, executed before C.P. Boodt, civil law notary officiating in Amsterdam, the Netherlands, on September fifteen, nineteen hundred and ninety-three. The articles of



association of the Company have most recently been amended by notarial deed of amendment, executed before J.H. Gisolf civil law notary, officiating in The Hague, the Netherlands, on December twenty-eight, nineteen hundred and ninety-five. The articles of association have not been amended since; \_\_\_\_\_

- b. the Company has not been dissolved, and no resolution has been adopted to dissolve the Company, nor has any request thereto been filed, nor has any notice by the Chamber of Commerce, as described in Article 19a, Book 2 of the Civil Code, been received. The Company has not been declared bankrupt, nor has a suspension of payment been declared, nor have any requests thereto been filed nor is there any reason to expect such requests; \_\_\_\_\_
  - c. the shareholders' register is completely up-to-date; \_\_\_\_\_
  - d. the entire issued and paid-up share capital of the Company consists of the Shares; \_\_\_\_\_
  - e. AUGUST has a complete and unencumbered right to the Shares; \_\_\_\_\_
  - f. AUGUST has not been deprived of the authority to alienate the Shares in the Company by virtue of Article 22a paragraph 1, Book 2 of the Civil Code; \_\_\_\_\_
  - g. none of the Shares are subject to either (limited) rights or obligations to transfer to third parties or claims based on contract of any nature; \_\_\_\_\_
  - h. through the transfer of the Shares to INTERNATIONAL, the full and unencumbered ownership of these Shares will be transferred to INTERNATIONAL. \_\_\_\_\_
2. AUGUST declares that AUGUST acquired the Shares by deed of sale and transfer of registered shares in the Company, executed before M.G. van Ravesteyn, civil law notary, officiating in Rotterdam, on August twenty-third, nineteen hundred and ninety-six. \_\_\_\_\_

Restrictions on transfer of shares. \_\_\_\_\_

Article 3. \_\_\_\_\_

Since AUGUST is the sole shareholder in the Company, the provisions on the restrictions on transfer of shares clause as referred to in article 7 of the articles of association of the Company do not apply to the above mentioned transfer of the Shares from AUGUST to INTERNATIONAL; therefore, the restrictions-on-transfer-of-shares-clause as referred to in article 7 of the Company's articles of association has been complied with. \_\_\_\_\_

Article 204c, Book 2 of the Civil Code. \_\_\_\_\_

Article 4. \_\_\_\_\_

Because neither AUGUST nor INTERNATIONAL is a company organised under the laws of the Netherlands, article 204c, Book 2 of the Civil Code does not apply to this transfer. \_\_\_\_\_

Costs. \_\_\_\_\_

Article 5. \_\_\_\_\_

The costs of this agreement shall be borne by the Company. \_\_\_\_\_

Rescission. \_\_\_\_\_



Article 6. \_\_\_\_\_  
 AUGUST and INTERNATIONAL waive the right to rescind this agreement or to demand rescission thereof. \_\_\_\_\_

FINALLY, THE COMPANY HAS DECLARED that it acknowledges the above-mentioned transfer of the Shares and that it shall register the same in the Company's shareholders' register. \_\_\_\_\_

POWER OF ATTORNEY. \_\_\_\_\_

The aforementioned powers of attorney appear sufficiently, to me notary, from three (3) private deeds, fax copies of which powers of attorney will be attached to this deed. The appearing person declares explicitly to warrant for the existence and extent of these powers of attorney. \_\_\_\_\_

The appearer is known to me, notary. \_\_\_\_\_

THIS DEED, \_\_\_\_\_

drawn up to be kept in the notary's custody was executed in Rotterdam on the date first written above. Before reading out, a concise summary of the contents of this instrument was given to the appearer. She then declared that she had noted the contents and did not want a full reading thereof. Thereupon, after limited reading, this instrument was signed by the appearer and by me, notary, at thirteen hours and forty minutes. — (signed:) I.C.J.M. van der Wee; M.G. van Ravesteyn. \_\_\_\_\_



ISSUED FOR TRUE COPY

A large, stylized handwritten signature in black ink, extending across the bottom right of the page.