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STATE OF KUWIAT MINISTRY OF JUSTICE AUTHENTICATION DEPARTMENT

Register: Authentication

No. 138/Vol. 1

Receipt No.: 3134/14

KUWAIT REINSURANCE COMPANY A KUWAITI SHAREHOLDIGN COMPANY (CLOSED)

MEMORANDUM OF ASSOCIATION

On Wednesday, 17.12.1391 H. corresponding to 02.02.1972 AD. Before me, Salem Ata Al-Salem, the authenticator at the Authentication Department.

In the presence of the following:

- Mr. Sayed Ibrahim Salem Abu Zaid, a Kuwaiti National, holder of 1. driving license No. 25961 dated 14.10.1961.
- Mr. Taleb Ismail Al-Ahmad, a Kuwaiti National, holder of a Press 2. Card No. 129.

Both witness having all required capacities and who confirm the identities of the parties present after; there appeared:

First: Kuwaiti Insurance Company (S.A.K), whose Memorandum of Association is authenticated under No. 582 and its Articles of Association is authenticated under No.: 581 dated 31/8/1960 by the Kuwaiti Notary Public and sign on her behalf Mr. Mustafa Jasim in his capacity as Vice Chairman of the Board of Directors of the Company First Party.

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- Fifth: Commercial Bank of Kuwait (S.A.K) shoes Memorandum of Association is authenticated under No. 401 and Articles of Association under NO. 402 by the Kuwaiti Notary Public ion 15.6.1960, represented by Mr. Abdul Aziz Ahmad Al-Bahar, a Kuwaiti national, in his capacity as Board Chairman Fifth Party.
- Sixth: Gulf Bank (S.A.K) whose Memorandum and Articles of association are authenticated by the Kuwaiti Notary Public under No. 768 and 769 dated 29.10.1960 represented by Mr. Ali Abdul Rahman Al Bahar, a Kuwaiti national, in his capacity as the Board Chairman Sixth Party.
- Seventh: Al Ahli Bank of Kuwait (S.A.K) whose Memorandum and Articles of Association are authenticated by the Kuwaiti Notary Public under No. 950/B Vol. 2 dated 17.06.1967, represented by Mr. Saoud Abdul Aziz Al-Abdul Razzak, a Kuwaiti national, in his capacity as Board Chairman Seventh Party.

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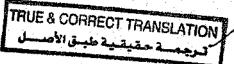
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thth: The Kuwait Investment Company (S.A.K), whose Memorandum and Articles of Association are authenticated by the Kuwaiti Notary Public under No. 852 dated 03.12.1961 represented by Mr. Ahmad Saleh Al-Shaya, a Kuwaiti national, in his capacity as Board Chairman Eighth Party.

Ninth: The Kuwait Foreign Trading, Contracting and Investment Company (S.A.K) whose Memorandum and Articles of Association are authenticated by the Kuwaiti Notary Public under No. 1938 dated 16:12.1964, represented by Mr. Abdul Aziz Ahmad Al-Bahar, a Kuwaiti national, in his capacity as Board Chairman Ninth Party.

The capacities of the representatives of the aforementioned Banks and Companies are confirmed by the letter of the Ministry of Commerce & Industry No. C 10/A-660 dated 22.01.1972 registered in the incoming mail of the Real Estate Registration and Authentication Department under No. 412 dated 23.01.1972.

They requested, while being fully competent to act and enter into agreement, the notarization of the Memorandum and Articles of Association of a Kuwait Closed Shareholding Company according to the provisions of the Commercial Companies Law No. 15 of 1960 and the following articles:

Article 1

A group shall be formed of the person signing this Memorandum whose purpose shall be the incorporation of a Kuwaiti closed shareholding Company that shall be licensed by the Kuwaiti government according to the provisions of the Commercial Companies Law as well as the Articles of Association attached to this Memorandum.

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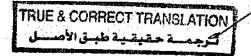
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The name of this Company shall be: Kuwaiti Reinsurance Company, a Kuwaiti Shareholding Company (Closed).

Article 3

The Headquarters of the company and its legal domicile shall be in the city of Kuwait, State of Kuwait. The Board of Directors may establish branches or agencies for the company, within Kuwait or overseas.

Article 4

The term of this company is unlimited

Article 5

The objectives fro which the company is established are the offowing:

- 1. Carry out reinsurance whether by itself or as agents concerning all risks and all the other activity aspects in relation therewith. It will have for this purpose to accept reinsurance from a local or foreign authority and to carry out reinsurance with local and foreign authorities.
- 2. Establish or subscribe in the formation of insurance or reinsurance companies or any other companies in Kuwait and overseas.
- 3. Hold all funds, real estates, in kind and personal rights and invest and dispose of the same through all legal acts.
- 4. Trading in securities including shares, stocks and bonds of all types. It can also issue loan bonds or borrow directly from the official and semi official authorities, as well as the other local institutes or banks of all types whether Kuwaiti or non-Kuwaiti within the limits of the law.

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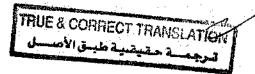
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Initiate all other operations that are relevant to its activities. Company may have interest or take part in any way with other authorities that could help it in realizing its objectives in Kuwait or overseas. It may also purchase these authorities or annexes them thereto.

Article 6

The capital of the Company shall be KD 1 Million (Kuwaiti Dinars One Million) divided into 100,000 (One Hundred Thousand) shares for KD 10/- (Kuwaiti Dinars Ten Only) each. All shares are cash shares.

Article 7

The Founders who signed on this memorandum have subscribed in all the company's capital are as follows:

No.	Name	No. of Shares	Nominal Value Kuwaiti Dinars
1	Kuwait Insurance Company	10,000	100,000
2	Gulf Insurance Company	10,000	100,000
3.	Al-Ahlia Insurance Company	10,000	100,000
4	National Bank of Kuwait	10,000	100,000
5	Commercial Bank of Kuwait	10,000	100,000
6	Gulf Bank	10,000	100,000
7	Al Ahli Bank of Kuwait	10,000	100,000
8	Kuwait Investment Company	10,000	100,000
9	Kuwait Foreign Trading, Contracting and Investment Company	10,000	100,000
10	The Bank of Kuwait & Middle East	10,000	100,000
	Total	100,000	KD 1,000,000

Each and every subscriber acknowledges according to his subscription, to pay 50% of the nominal value of these shares, that is half a million Kuwaiti Dinars shall be deposited in the Kuwaiti Banks. In fact the said rate (50% has been deposited or an equivalent of half a million Kuwaiti Dinars in the name of the company and to its account according to the ten certificates issued by the Kuwaiti Banks that received the deposit as attached with the original of this Memorandum.

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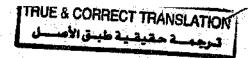
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The expenditures, charges, wages and costs which the company pledges to pay against its incorporation are about three Thousand Kuwaiti Dinars, that shall be deducted from the general expenses account.

Article 9

The founders who have signed this Memorandum pledge to carry out all measures required for completing the incorporation of this company. For this purpose they have empowered on their behalf each of Mr. Abdul Rahman Khaled Al-Ghunaim, Shakib Al Shakhshir and Dr. Rauof Halim Maqar, in taking the legal procedures, complete the required documents and enter the amendments which the government deems necessary in the Memorandum of Association or the Articles of Association of the Company.

This Memorandum of Incorporation was made in the presence of the ten parties and two said witnesses and duly signed by the Parties after being recited before them.

First Party Second Party Third Party fourth Party

Fifth Party Sixth Party Seventh Party Eighth Party

Fifth Party Tenth Party

First Witness

Second Witness

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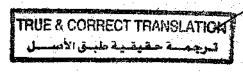
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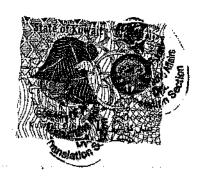
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This Memorandum is made in one original and our copies. It comprises of three pages and this much of writing. It includes two deletions and includes no addition and also attachments with every copy: a copy of the Articles of Association and according to attachments with the original Memorandum draft, certificates from the Ministry of Commerce and Industry and bank deposit certificates.



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STATE OF KUWIAT MINISTRY OF JUSTICE AUTHENTICATION DEPARTMENT

Register: Authentication

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KUWAIT REINSURANCE COMPANY A KUWAITI SHAREHOLDIGN COMPANY (CLOSED

ARTICLES OF ASSOCIATION

Chapter One Incorporation of the company

1. Elements of Incorporation

Article 1

The Kuwait Reinsurance Company, a Kuwaiti Shareholding Company (Closed), was incorporated under the provisions of the commercial companies Law and these Articles of Association, among the shareholders whose provisions are cleared hereinafter.

Article 2

The Headquarters of the company and its legal domicile shall be in the city of Kuwait, State of Kuwait. The Board of directors may establish branches and agencies for the company, within the State of Kuwait or overseas.

Article 3

The term of this company is unlimited.

Article 4

The objectives fro which the company is established are the following:

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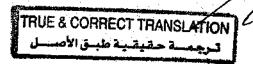
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Carry out reinsurance whether by itself or as agents concerning all risks and all the other activity aspects in relation therewith. It will have for this purpose to accept reinsurance from a local or foreign authority and to carry out reinsurance with local and foreign authorities.

- 2. Establish or subscribe in the formation of insurance or reinsurance companies or any other companies in Kuwait and overseas.
- 3. Hold all funds, real estates, in kind and personal rights and invest and dispose of the same through all legal acts.
- 4. Trading in securities including shares, stocks and bonds of all types. It can also issue loan bonds or borrow directly from the official and semi official authorities, as well as the other local institutes or banks of all types whether Kuwaiti or non-Kuwaiti within the limits of the law.
- 5. Initiate all other operations that are relevant to its activities. The Company may have interest or take part in any way with other authorities that could help it in realizing its objectives in Kuwait or overseas. It may also purchase these authorities or annexes them thereto.

2-Capital of the Company

Article 5

The capital of the company shall be KD One Million (Kuwaiti Dinars One Million) divided into 100,000 (One Hundred Thousand) shares. All shares are cash shares.

Article 6

The shares of the company are nominal, and shall not be owned by non-Kuwaitis.

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50% of the share value shall be paid upon subscription. The value of each and every share shall be paid within five years maximum, starting from the date of the company formation at the dates and by the way defined by the Board of Directors. But dates of payment shall be declared at least 15 days prior to the due date. Any amounts unsettled at the set date shall incur 7% interest per anum in favour of the company due from the due date.

The Board of Directors shall sell the shares whose values are still unpaid to the interest of the shareholder who is in delay of payment, for his account and under his responsibility without the need for official notice, in public auction. As priority to all creditors the unsettled installments, interests and expenses shall be recovered from the sales return and the balance shall be refunded to the shareholder. If the sales return is inadequate the company shall have recourse to the private funds of the shareholder.

Article 8

The founders who signed on the Memorandum of Association shall subscribe in the company's capital through 100,000 shares. In fact 50% of the nominal value of the said shares totaling half a Million Kuwaiti Dinars were deposited in the Kuwaiti Banks each and every according to the rate of his subscription in accordance with the ten certificates issued by the Kuwaiti Banks subject of deposit attached with the original of this memorandum.

Article 9

The board of directors shall provide every shareholder, within three months from the date of final company formation announcement, with temporary shares certificates, against the shares held. The board shall hand over the shares to holders within three months from the date of settlement of the last installment.

Article 10

The ownership of the shares shall inevitably result in the acceptance of the provisions of the Memorandum of Association of the Company, as well as its General Assembly Resolutions.

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Every share shall entitle its holder the right to shares in the ownership of the assets of the Company and in the profits, which shall be equivalent to the shares of others, without any discrimination.

Article 12

Since all the shares of the Company are nominal, the last owner of them,. Whose name shall be recorded in the company's Register, shall have the sole right, to receive amounts due for each share whether they are dividends or a share in the assets of the company.

Article 13

The capital may not be increased unless the installments of the original shares have been fully paid. New shares may not be issued with a value less than their nominal value should they be issued with a value higher than that, the difference shall inevitably be added to the legal reserve after paying the issuance expenses.

Each and every shareholder shall have priority in the subscription in the allotment of the new shares that shall be proportionate with the number of his shares, fifteen days from the date of announcing the invitation to shareholders, shall be granted for practice of the eight of priority.

Chapter Two Management of the Company 1. Board of Directors

Article 14

The Company shall be managed by a Board of Directors comprising of ten members, elected by the General assembly by secret ballot form among the shareholders. If a shareholding company is elected for the membership, it has to appoint its representative in the board, and he will be responsible for his activities against the company as well as its creditors and shareholders.

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Within one month from the date of appointment shares for the guarantee of his mariagement that are equivalent to the shares for the guarantee of his management that are equivalent to the shares required for the membership, shall be deposited in the bank, in accordance to Article No. 139 of the Commercial Companies Law.

Article 15

The Board of Directors membership shall be three renewable years. The Board of Directors year shall be the period falls between the holding of two ordinary yearly Generally Assemblies.

Article 16

The member of the Board of Directors shall be required to be personally the holder of at least 1000 shares. If the member does not own at the time of election this number of shares, he has, within one month of this election, to own that otherwise his membership shall be dropped. The member shall deposit this number of shares in a Kuwaiti Bank within one month from the date of his election as a warranty for his management. This deposit shall continue without possible trading until the end of his membership and he will notarize the financial statements of the last year of his activities.

Article 17

No Board members shall be a member of the Board of Directors of another reinsurance company. None of them shall have a direct or an indirect interest in the agreements and deals which shall be made with the company or to its account.

None of them shall have an interest that conflicts with the interests of the Company, unless any of the aforementioned shall be made by approval of the General Assembly.

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Should the seat of a Members of the Board of Directors become vacant, the post shall be filled by the person who had most votes of shareholders but did not win a membership set in the \Board of Directors in the last election. However, should the number of vacant seats reach one fourth of the original seats, or should there be no qualified person (s), the Board of Directors must invite the General Assembly to met within a period of two months from the date of the commencement of vacancy of the last seat, in order to elect persons who shall fill the vacant seats. In all these cases, the new Member shall only complete the term of this predecessor.

Article 19

The Board of Directors shall elect its Chairman and the vice Chairman for one year through the secret ballot. The Chairman of the Board shall represent the company before the judiciary. He must implement the resolutions issued by the Board. The Vice-Chairman shall carryout the duties of the Chairman in cases of the latter's absence, or in case of his inability to perform his duties.

Article 20

The Board of Directors shall appoint a General Manager for the company and shall determine his responsibilities and salary.

Article 21

The right of signing, unilaterally, on behalf of the Company shall be given to the Chairman of the Board of Directors or his Vice-Chairman, or any other member whom the Board of Directors shall delegate for this purpose.

Article 22

The Board of Directors shall meet at least four times every year upon an invitation by the chairman. It shall also meet upon a request by at least five Members. The Board Meeting shall be valid should the majority of its Members attend. The Board Meeting shall not be attended by proxy.

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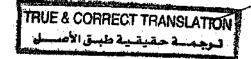
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Theresolutions of the Board of Directors shall be issued by the majority of the present members. Should the votes be equal, the side that includes the vote of the chairman shall prevail. The board shall record the minutes of the meeting in a register set for that purpose. The register shall be signed by the Chairman. An opposing member may request to record his opinion in the register.

Article 24

Should a Board Member be absent from three consecutive meetings without an accepted excuse, a resolution by the Board of directors may render him resigned.

Article 25

Without prejudice to the provisions of the commercial Companies Law, the Ordinary General Assembly shall determine the remunerations of the members of the Board of Directors.

Article 26

The Board of Directors shall have the widest powers for managing the company and to carry out all duties required regarding the management of the Company according to its objectives. Such authority shall not be limited except on the basis of the Law, these Articles of Association, or the resolutions of the General Assembly.

Article 27

The Members of the Board of directors shall not be personally liable, in relation to the pledges of the Company, due to carrying out their duties within the scope of their authorization.

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The chairman and Members of the Board of Directors shall be responsible in so much as their duties towards the Company, the shareholders, and others are concerned - for all acts of fraud, abuse of power, violation of the provisions of the Law or these Articles of Association, and for mismanagement. A ballot by the General Assembly on discharging the Board of Directors members shall not preclude filing a liability suit.

B-The General Assembly

Article 29

Invitations shall be directed to the Shareholders to attend the meetings of the General Assembly of whatever capacity, by registered notifications. The invitation shall include the agenda of such meetings. The founders shall determine the agenda of the constituent, General assembly, and the Board of Directors shall determine the agenda of the Ordinary and Extraordinary General Assembly.

Article 30

In conditions in which the General Assembly may be held upon the request of the Shareholders, the Auditors, the agenda shall be determined by the party that has called for holding the Assembly. Matters not listed in the agenda may not be discussed.

Article 31

Every shareholder shall have a number of votes equal to the number of his shares. Attendance by proxy may be allowed. Minors and the legally banned shall be represented by their legal representatives. None of the members may take part in the voting, whether on his own behalf or on behalf of whoever he represents on matters which are related to his private benefit, or on a conflict between him and the Company.

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The Shareholders shall record their names in special register that shall be prepared for this purpose at the company's headquarters at lest twenty four hours prior to holding the General Assembly. The register shall include the name of the Shareholder, the number of shares he holds, the number of shares that he represents and the names of the owners (s), in addition to presenting the proxy. The Shareholders shall be given a card for attending the meeting, which shows the number of the votes which he shall be entitled to originally and by proxy.

Article 33

The provisions of the Commercial Companies Law shall apply to the quorum that shall be required, so that holding the General Assembly, in all its different capacities shall be valid. This shall also apply to the majority that shall be required to take decisions.

Article 34

The voting in the General Assembly shall be in the manner determined by the Chairman of the meeting, unless the General Assembly determines certain method for voting. Voting must be secretive regarding the election of the Members of the Board of Directors, and regarding the discharge from the membership.

Article 35

The founders shall invite the shareholders for meeting in a constituent General Assembly within thirty days from the date of publication of the Company's Memorandum and Articles of Association in the Official Gazette. They will also submit a report about all the incorporation processes, which shall be supported by relevant documents. The General Assembly shall verify the adequacy of the incorporation processes and their conformity with the Law, the Company's Memorandum of Association and Articles of Association. It shall also elect the Board Members and Auditors and declare the final incorporation of the Company.

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The Ordinary General Assembly shall be held at least once a year upon the invitation of the Board of Directors, which shall be made within six months from the end of the company's fiscal year. The Board of Directors my invited his General assembly for a meeting whenever it deems that necessary, and must call for a meeting upon the request of a number of Shareholders who shall own not less than one tenth of the capital.

Article 37

The Extraordinary General Assembly shall have the jurisdiction to look into all matters restricted by the Law or by these Articles of Association to the Extraordinary or constituent General Assembly.

Article 38

The Board of Directors shall submit to the Ordinary General Assembly a report that shall include a sufficient statement about the development of the business of the Company, its financial and economic position, its budget, profits and loss statement, about remunerations of the Members of the Board of Directors and the Auditors fees, and a proposal on appropriation of profits.

Article 39

The Ordinary General Assembly shall discuss the Board of Directors report, decide on its, and look into the Auditor's report. It shall elect the Members of the Board of Directors, appoint the Auditors for the next fiscal year and determine the remuneration's of the board members and the auditor's fees.

Article 40

The Extraordinary General Assembly shall be held upon the invitation of the Board of Directors or upon the written request of the Shareholders who hold not les than one fourth of the shares of the Company. In this latter case, the board of Directors must call for holding the General Assembly within one month from receipt of the request.

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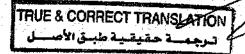
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The following matters shall not be looked into except by an Extraordinary General Assembly.

- Amending the Company's Memorandum or Articles of Association.
- Selling all company's project or dispose the same in any other form. 2.
- Dissolving the company or merging it with another entity. 3.
- Decreasing or increasing the company's capital 4.

C - Company Accounts

Article 42

The company shall have one or more Auditors. The Auditor appointed and his remuneration shall be determined by the General Assembly. The Auditor shall audit the account of the year for which he is appointed.

Article 43

The Company's fiscal year shall commence on January 1st and shall terminate on December 31st every year, except for the first fiscal year which shall commence from the date of the company's final formation by registering it in the Commercial Register and shall end on December 31st 1972.

Article 44

The auditor shall have the posers and shall shoulder the responsibilities stipulated by the commercial Companies Law. He will in particular have the right to look into at any time he chooses all company books, records and documents and report the statements he deems necessary, and also look into the company's assets and liabilities. If he is not allowed to use these powers, he will state this in writing to the Board of Directors for passing to the General assembly and he has the right to invite the general Assembly for this purpose.

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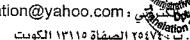
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The auditor shall report tot the General Assembly to clear whether the balance sheet and the profit and loss statement agree with reality and whether they express fairly and clearly the real financial position of the company, and whether the company keeps regular accounts, whether the inventory taking was carried our according to the applicable standards whether the statements included in the Board of Directors report agree with the company's books, whether there were violations to the company's system provision or the legal provisions during the financial year, in a manner that influences the Company's activities and its financial position. Also mention whether these violations still hold within the limit of the data available to him. The auditor shall be responsible for the correctness of the statements included in his report as an agent for the correctness of the statements included in his report as an agent for the shareholders. Each shareholder shall have the right during the holding of the General Assembly to discuss with the auditor and clear out what came in his report.

Article 46

A percentage defined by the Board of Directors shall be deducted yearly from the gross profits against the depreciation of the company assets or compensation for their value decrease. These funds shall not be distributed to the shareholders.

Article 47

Net profits shall be apportioned as follows:

- 10% shall be provided for the obligatory reserve account. 1.
- 2. 10% shall be provided for the voluntary reserve account.

This deduction shall be stopped by a resolution from the ordinary General Assembly by a decision from the Board of Directors.

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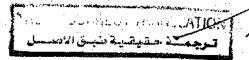
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٢٥٤٧ الصفاة ١٣١١٥ الكويت



- Tel: 2493349Qa66A143
- 3. A percentage approved by the General Assembly shall be deducted against the liabilities due on the company according to the labour law.
- 4. An amount shall be deducted for the appropriation of the required first share of profits of 5% to the shareholders on the basis of their share values paid so far.
- 5. After the above deduction an amount determined by the General Assembly and not over 10% of the balance, shall be provided for the Board of Director's remuneration. This will be carried forward, by a decision from the Board of Directors to the next year or shall be provided for establishing a financial reserve or for extraordinary depreciations.
- 6. The profit balance shall be appropriated to shareholders as an extra share of profits or this will be carried forward, by a decision from the Board of Directors to the next year or shall be provided for establishing a financial reserve or for extraordinary depreciations.

Profit shares shall be paid to the shareholders at the venue and dates specified by the Board of Directors.

Article 49

The reserve fund shall be employed based on a resolution issued by the Board of Directors, in the way that mostly fulfills the interests of the company.

The legal reserve shall not be appropriated to the shareholders, but it could be employed to secure the appropriation of profit to shareholders up to the limit of 5% during the years and when the Company's profits do not allow securing this limit.

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Article 50

The company's tash funds shall be deposited at one or more bank as defined by the Board of directors.

The Board of directors shall define the maximum cash funds which the cashier may kept the company's safe.

Chapter Three Company termination and Liquidation

Article 51

The company shall terminate by any of the following reasons:

- End of the work for which the company was established.
- Declaration of bankruptcy.
- 4. Dissolution according to the law provision.
- 5. Judicial ruling on its dissolution.

Article 52

If the Company loses three quarters of its capital, the Board of Directors shall hold an extraordinary meeting, to decide whether the condition requires its early dissolution or cut of capital or take any other appropriate measure. If the Board of Directors neglects the holding of the Extraordinary General Assembly; and this authority is not held due to the lack of quorum or if the said authority refuses the company dissolution, every shareholder may resort to the judiciary to dissolve the company.

Article 53

The Company's funds shall be liquidated according to the principles stipulated on the liquidation of a joint stock company taking the following provisions into consideration.

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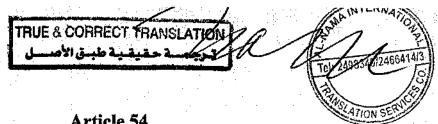
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If the liquidates are not determined by the company's articles, they will be appointed by the ordinary or extra prdinary General Meeting if the latter had decided the dissolution of the company.

If a decision in this regard is not reached the court shall appoint liquidators.

Article 55

The auditors shall remain in their jobs and they will be jointed by an expert appointed by the court to supervise the liquidation.

Article 56

The liquidtors shall have a statement of account on the administration activities from the date of approval of the latest balance sheet by the General Assembly until the date of commencement of the liquidation, and shall propose to the judicature what they deem necessary.

Article 57

After the end of the liquidation works, the liquidators shall set down the closing balance sheet, and shall determine the share of every shareholder in the company assets.

Article 58

The auditors shall write a report on the accounts presented by the liquidtors, and this will be passed to the ordinary General Assembly for approval and for deciding the acquittal of the liquidators.

If the General Assembly objects on the accounts the difference shall be in referred to the judicature.

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ص. ب: ٢٥٤٧٤ الصفاة ١٣١١٥ الكويت



The founders acknowledge the following:

- 1. The provisions of The Memorandum and Articles of Association agree with the model stipulated by Article 69 of the Commercial Companies Law.
- 2. They have appointed the administrative authorities required for the company.
- 3. They have subscribed in all shares and paid the corresponding agreed value (50%), that is half a million Kuwaiti Dinars at the following banks: National Bank of Kuwait, Commercial Bank of Kuwait, Al Ahli Bank of Kuwait, Gulf Bank, Bank of Kuwait & the Middle East.

SIGNATURES OF THE FOUNDERS

First Party Second Party Third Party fourth Party

Fifth Party Sixth Party Seventh Party Eighth Party

Fifth Party Tenth Party

SIGNATURES OF WITNESSES

First Witness

Second Witness

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Of this mush of writing this has been prepared in the presence of the ten parties and the two witness After reading that before the said persons they signed it.

Note: The Articles of Association are prepared of one original and four copies composed of eleven pages and this much of writing. It includes one deletion and one addition and the Memorandum of Association is attached with every copy.

True translation of the copy attached

Signed, AUTHENTICATOR SALEM ATA AL-SALEM



Ministry of Justice

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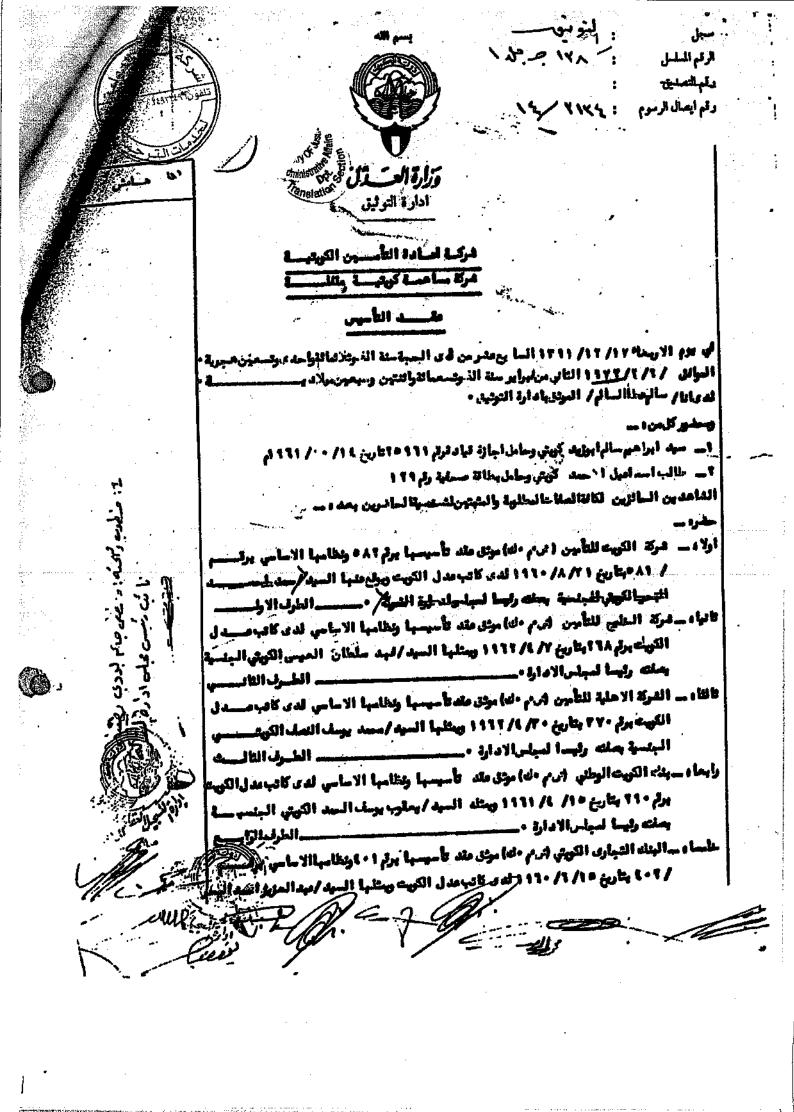


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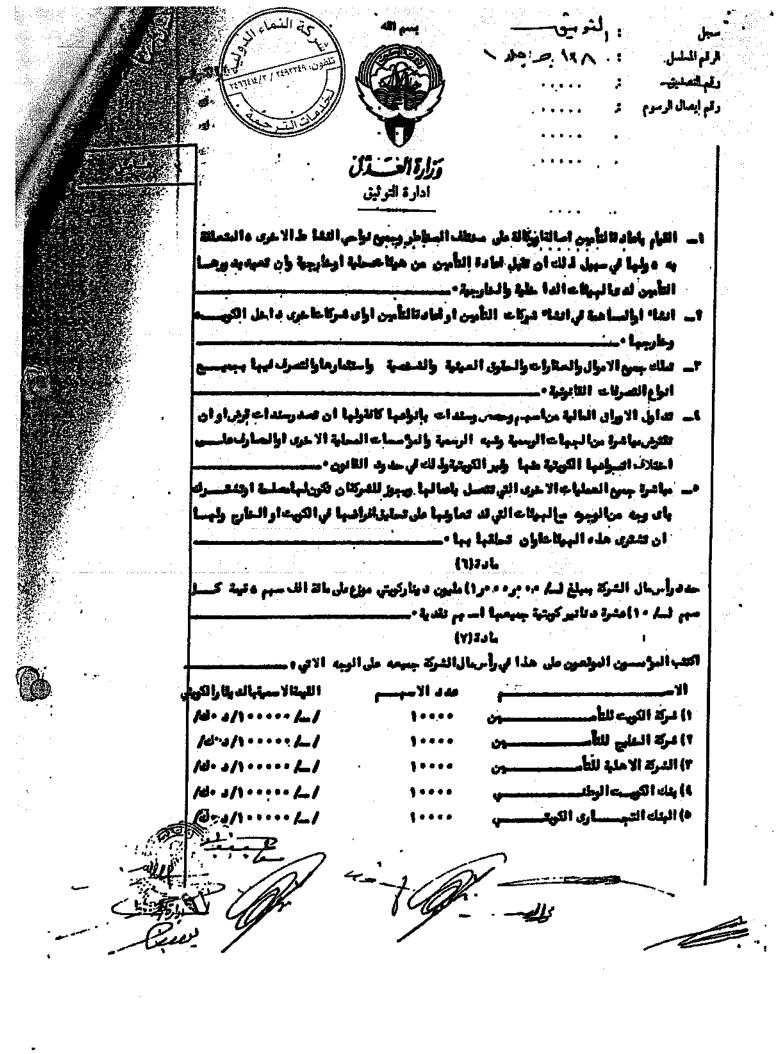
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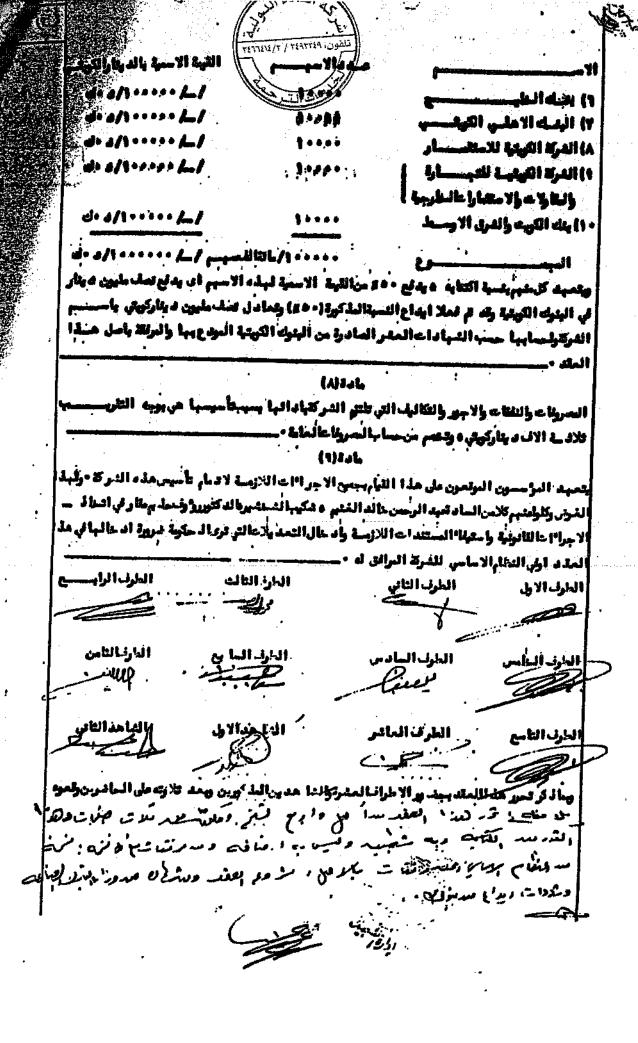
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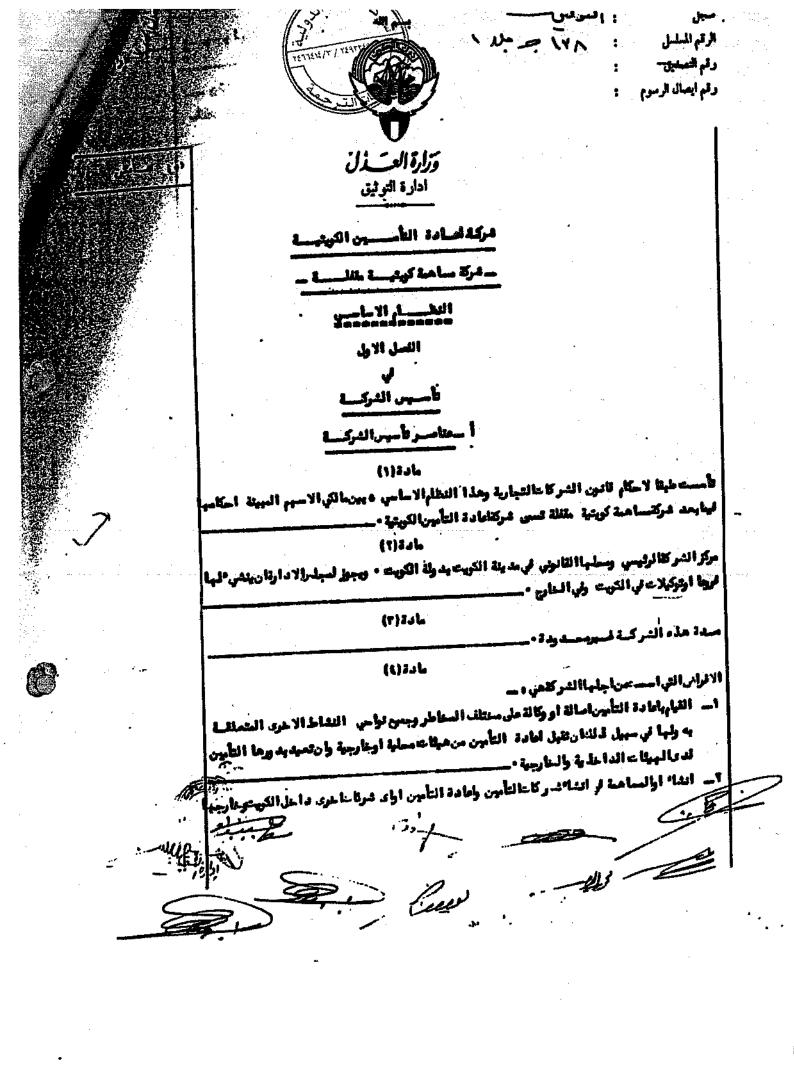
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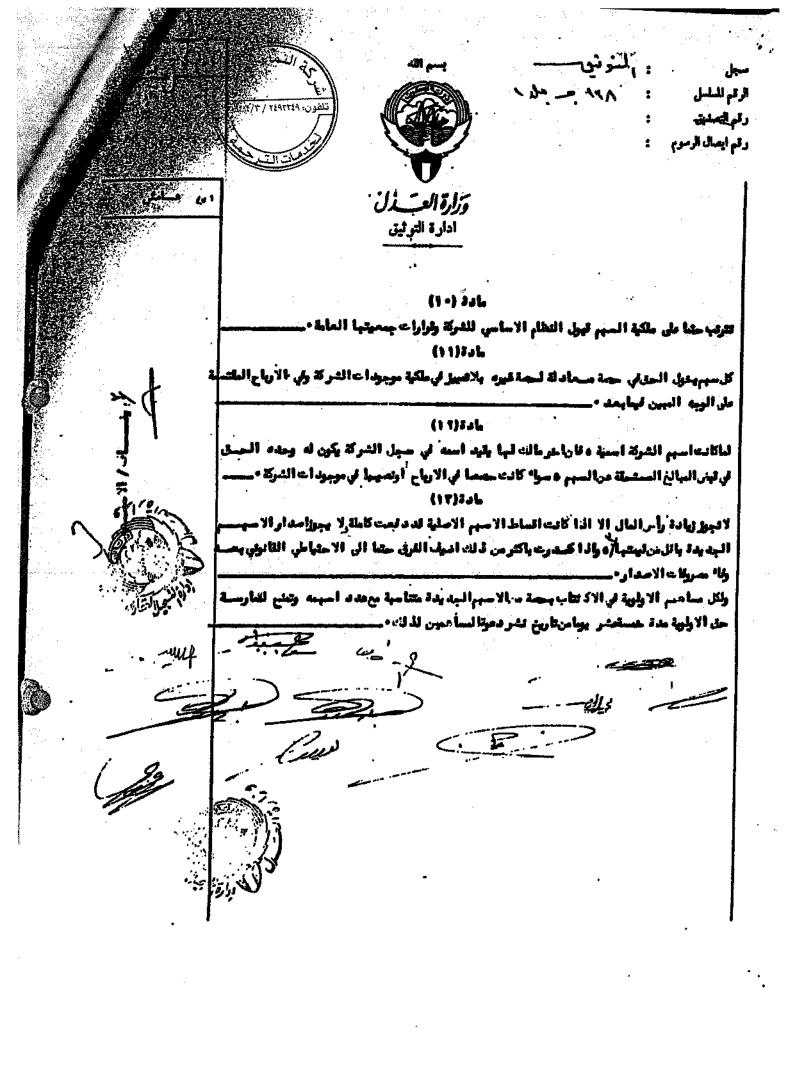
TETTENE/T / YEATTER IUS يملته وليما لمبلسالاداراء ـــالطرك العامي مادماه عينه العلي الرم مهامول مله فأسبها برفيدة وهليها الأمام برفي ٢٦١ لديمان هدل الله ويول ١٩/ ١٠/ ١١٠ و ١٩١٠ لهنايا المهد كرطان بينك الطيع التي التي التي بعلته رايما ليطيرالخارا لإستسيد ----الطوك الماءم سايعاه ... البناء الأعلى الكياني الدم ما أول فالد كأسيسها وهامها الأساس لدى كاميوسدار اللهدورة ١٠٠٠ بال ١٩٢٠/٩ ١٩٢٠/١ البطية السيد/معودالميدالماسل الميد الرافالكهال الجلسة بمثنه رفيها ليهام الادارة وسيسسس الطرفالسايع الفركة الكريمة للاستفار إبرم وادا مؤتل علف فأسيسيا وطامياالاماس لدى كالسبب مدل الكرب برم 1 مرياريخ 1/ 11/ 1111 ويتليا السيد احد مالع الفارد الكريسي الياسية بملك رئينا فيها سالادارة السيسيسيسيسيسيالطرك الكاسي المساود الفرك الكولية للتبارلوالية والاستفارات الطربية اترام الماموق علد فأسيسهما وهامها الأساس له فكالبومد ل الكريبة براي ١٩٧٨ بنارج ١٩٧١ / ١٩٩٤ ويتلوسنا النيد/ميدالمزسراحه البخرالكيلياليلنية بملك رئيما لمبلسسسسيالادارة سدالطرك التاسيين ينك الكريت والفرق الاوسطار صء على موثل ملد فأسيسها وطامها الاساس لدى كالسب عدلالكيمه برمُ ١٩٧ / يدِّيك ١ يتأريخ ٢٧/ ١/ ٩٧١ ترضَفُلها السيد/فيد ميدالرسن البسوالكونى الجاسية يمك رئيسا لمهلس الادارة وسسسسسسسسا الطرف العاشسو ومقاحستل البنوك والغركات المابق ذكرها كابتة بعوب كتاب وزارة المتبارة والمتلط النزلس ت ١٠/٠ ... ٢١٠ يكان ٢٢/ ١/ ٢٧٢ (السيل بسيل وزد ادارة العبيل المكارى والتربيل بركسم £ 61 لا 14 14 إلى 14 14 إلى المستشيخة 14 1 وطلبؤ وم يكامل الاعلية للصرك والتماك توثيق مك كأسيس فركسساهية كهدية مقلة ونظامهم الاساس واي أحكام كالين الشيركات العبارية روزه النتة ١٦٠ والبواد التالية، فألك من المؤلمين على هذا جماعسة فرنسها الشاه شركتسناهمة كريتية مقلة بترغيس من ألسكونة الكريفي طيلا لاحكام كانون الدركات التيارية والنظام الاساسي الطبيق يبيذ االعقد ومستند . det(t) . أسم هذه الفركة هوه عركة أمادةالتأمين الكريثية / شركة مُساهنة كريثية، لللله مـــــــ (T)136. مركز القركة الرئيس وسطيا الكاثوني في مدينة الكنيت بدولة الكريت، ويجوز لمبد من الادارة ان يقلي، فرونا ارتوكيلات في الكويت بني النفان * مسسب _(t)3.1b . (a) #Jb. .. ألافراني الشراست مناجلها الدركام

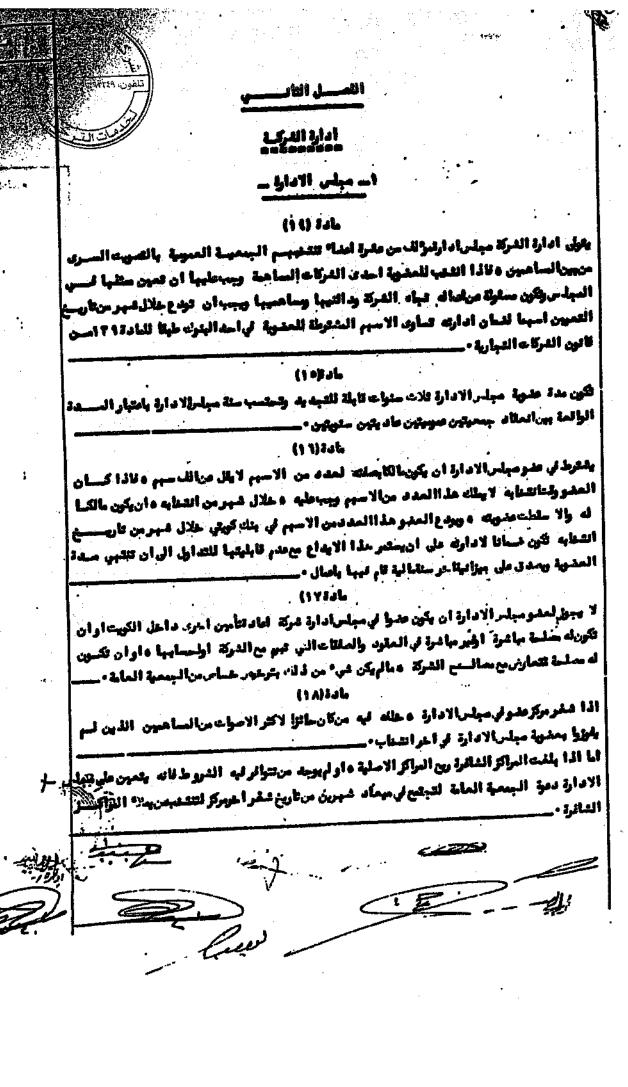


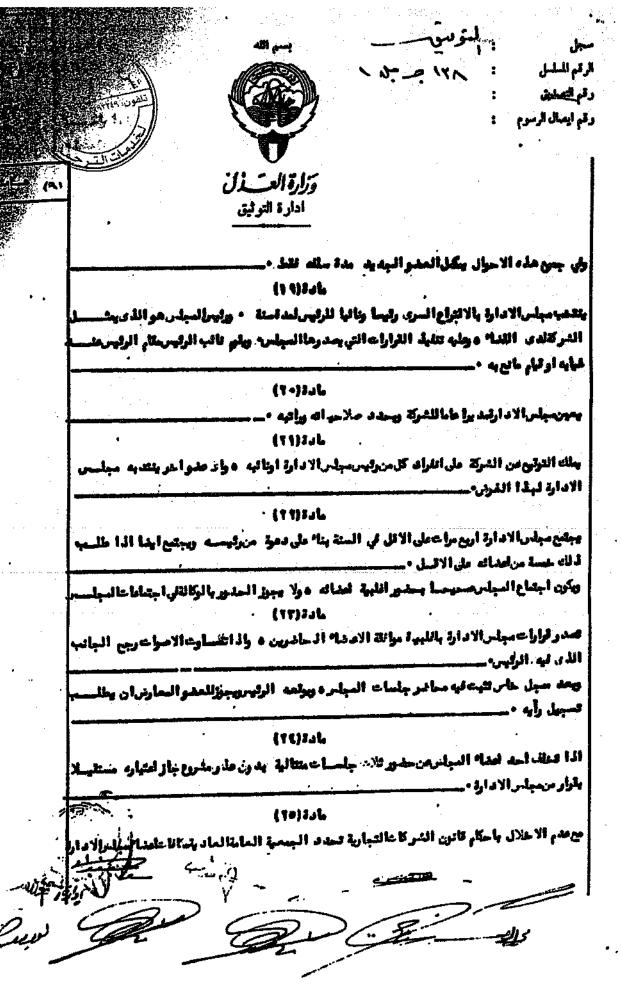




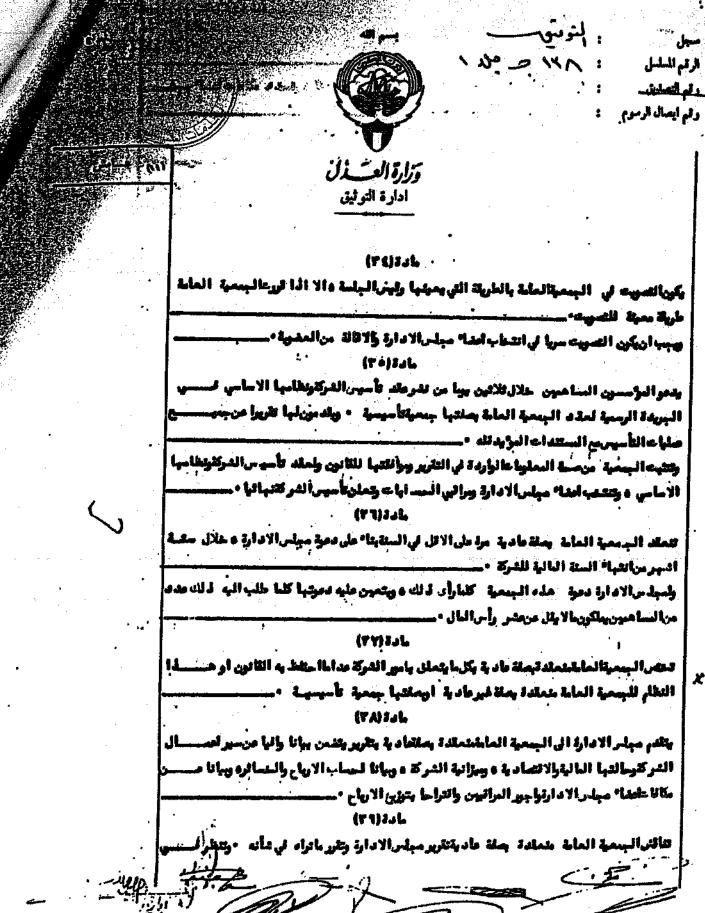
تملك جمع الأموال والمكارات والسعاري الميدية والقسمة واستشارها والصرف كليبا ابراء الصرفاعالكانونية •-ا .. لدايل الاول النائية من اسبم وحس وسندات بالوامها كانة وليا الصدرساد أب لزنراؤه . فلترض ماشرة من الهما عالرسمة رشبه الرسمة والمؤسسا عالسماية الاعزد الألم أرثي على إعطاله الرقبها الكيترانية وقير الكرنية والثانين • ــ هـ مناعرة جمع المعليا عالا عرى التي تصل بأسالها ويبوز للشركة انتكون لهامه احتا وشعرك ياى وبه من الربو مالهاك الرق صاوبامل صفيل الزانيا في الكريم والمان والمسسا أنطفري ها، و البيئات الأنطقة با يبأ أسنست ٢_رأسالالإبركسة سدد رأس مال الشركلينيلغ مليون (سـ٨ • • • • • •) ديتاركوني مطاع مل مالة القنسيم ليعاكل د با بير ويبيميا اسپرنگ يىسا • . (1)2.46 اسيم الشركةاسيــة دولا يجوز لغير الكريثيين عاكباً • ــ يدلع وولا من تبعالا سبم مند الاكتتاب ويجب أن يتم المقاء بياتي ليشكل سهم علال عدرسنوات على الاكبر منتاريخ تأسيم الشركة وذلك في الموامية وبالطريقة التي يميلينا سُبلس الادارة همال انهمان منموَّهيد الدايع ليل حارثها ينتسة عشر يوباعلى الائل وكل ميلغ يتأخر اداؤه عنالميماد الممين عجزاء طيسسه ستا كالدة بسمر؟ لاسلوا للملمة الشركة منهم الاستطال • وبحق لمبلس الادارة أن يأتو بمبسع الاسبم التأخراداا الستعل مرتبتهاليساب الساهم التأخر بنائدتع ولى ذب وتستعسلوليت ولاحاجة الى تنبيه رسم ، 6 بالنواء الملي ه ويستوني من ثنت البيضع بالأولوة على جميا لدائنين الالسا الترار أعدد والفوائد والفقاته ورد البائي للساهم • قاذا لم يك تدرالبين درجت الدركفها لبائي على المساهم لرزامواله النوامة • ـــ يكتب المؤسسون الموتحون على عقد التأسيس أرسال الشركة باسيم يبلغه دعا ماثة الله سيسسسم وقدتر فملا دغع عسون بالباقة من القية الاسعية لهذه الاسهم وقدوها تصف عليون دينازي الباسسوك الكويثية كليشهم بتسينا كنتايه حسبالاسهادات المشو الدادرتين البنوك الكويثية المودعيها والمواشة يأصال هذا الملد وسييسب يسلم مباسرالادارة لكل مساهم و علال فلاق اشهو من تأريخ أمرُن قيام ألشوكا فباليا وسلدا شيؤاليبيعة تلع مقام الاسبمالش يملكها • ... يسلم مجليز الادارة الاسهم لبالكيها طلال فلافسقال برمن تاريخ وقاء القسط ألاطيار أحسب

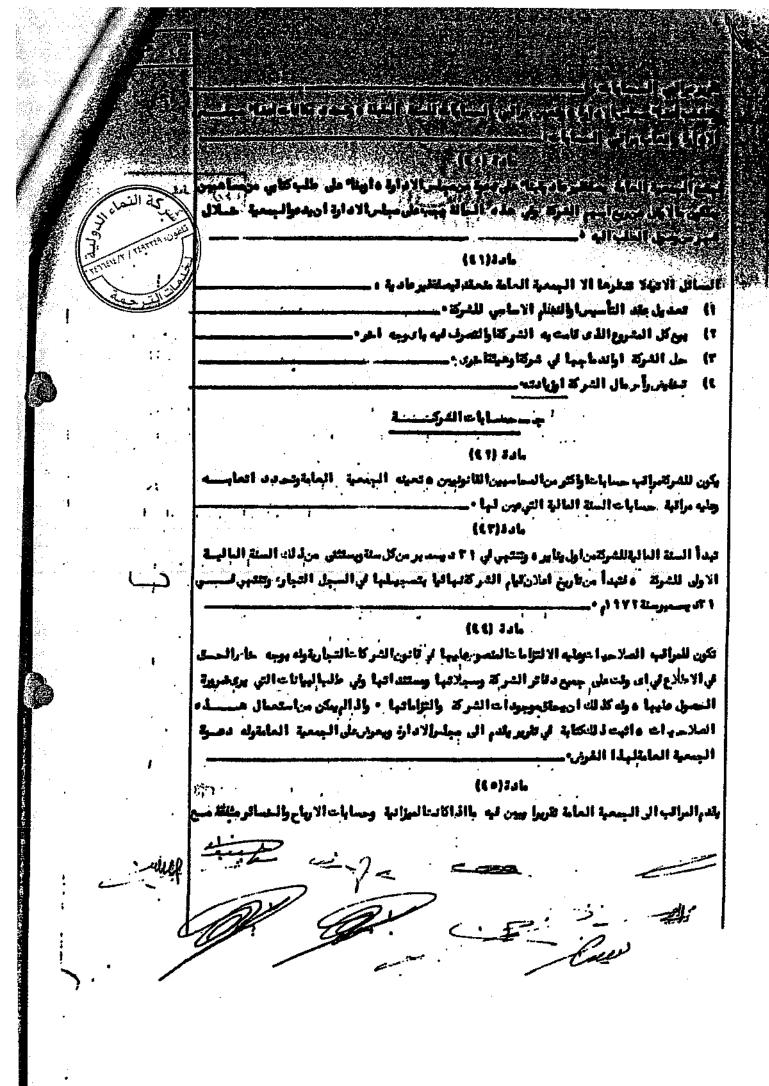


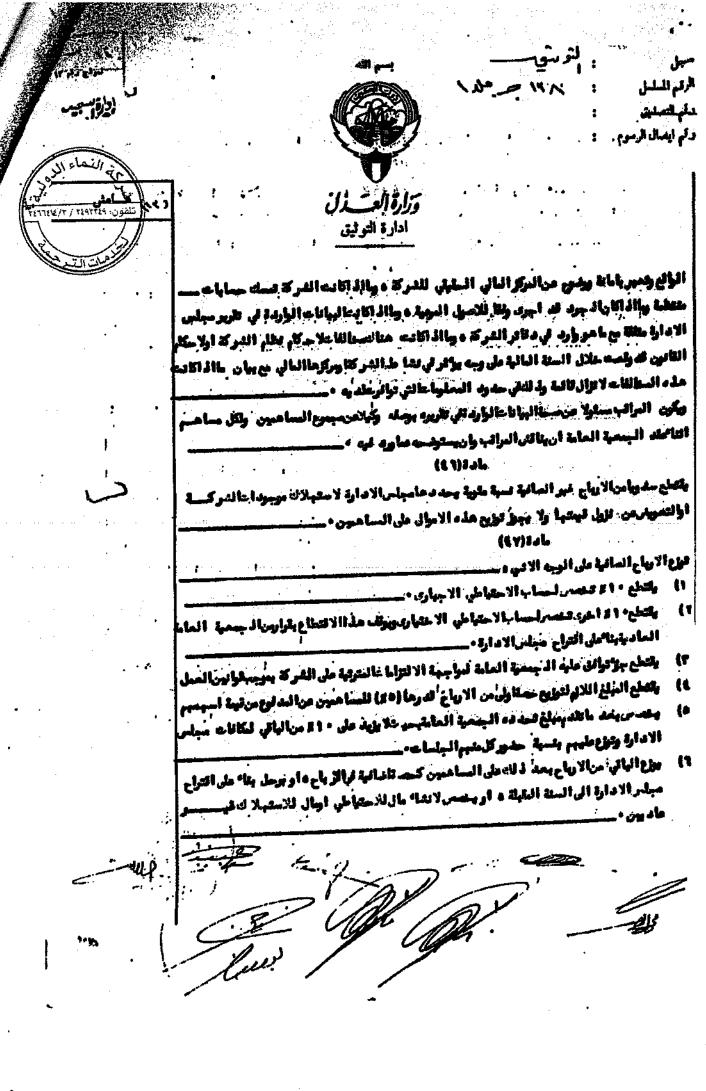




لمبلرالادارا أوسع السلاس اعلادارة الشركلوللياء بيسيم الاصال الل كللهينا ادارتها يلاسك لاقراضها 4 ولا يحد من عدَّه السلطة الآساسيطية الكانين أو هذا النظام الرَّرارات السِيمية السِّلْقَةُ لا يأتلو أمضا مبلسالادارة باعالتزام فسعدن ليايتمك يقميدا عالدر كيميب لياسهم بمباررةاتكهم فىنىدۇ. وكالتىم مىسى JUSTA 1 رايس مباس الادارة واحداره مستواون عن اصالهم عباه الفركة والساهدين والقير عن بمن اصال الفساس ولا يعول دوريانات دموى المدلولية " أكراع من الجمعية المانة بابرا" وُمُعَمِلُوراً لا دارة • ... ربياأليمها الماسية توجه الدمة الرالمساهيين ليضهرا جاتا أعاسا ليمعية العابة سايانا تتعاشيا يكتيمسيلة و وبيه ارتضما الدموجدول الأسال • وشيالتومسن جدولاهال البيميةالمانة شمقدة بمانة أسهبية ويقعمباسالادارة جدول اسسال البعبة العابة شمادة بماذعادية ايصانفريادية س (T -) 33h أي الأحوال التي يجرز فيها فقد الجمعية العامة بناء فأي طلبا لساهبين اوراني المسايات يقع جمدول الأمال منطلبالمكاد الجنعية. هولا يجوز بحث الة سألة غير مدرجة لي جدول الاعطال • .. لكل سام مدد من الأصوا عيمادل عدد اسينه و يبير التوكيل في حدور الأجماع ويبثل القسروالمعبر أرين الر الناليون طيرقالويا • ولا يجوز لاغرعفوان يشترك في العسيسيسويت من نفسه أومين يبثله في السائل التي يتملق بينقم خاصة له «أوبينلاف تاثم بيته يبين الشركة»... (T T) 3.1L يسيل الساهبين أسناهم في سيل خاسيمه لذلك في مركز الشركة ليل البود المبدد الإملىسساد البعمية المأنة ياريع وفيرون سأمة على الاقسل • ويطمن القسييل اسرائسياهم وددد الاسهم العسسي يملكيا ودد الاسبرالي يطلها واساا مالكيها معطدير سك الوكالة -___ بهمل الساهيطانة لمغور الاجتباع يذكرنيها مدد الاصواعالتي يستطها امالة لزركائب تسرى على النصاب الوابيب وأفره لعسمة المقاد البيمية الماسة بمقاعها السعطفة وطي الافليية اللاينها لاقطأل القرارات احكام فانونالشركات التجارية وسيسب







HAIL لدلع حدسالاناع الىالساعين فيالتكان وأبالبرانية التيبعة دعا مجلسالادارة RHIL يستغطالنال الاحتياطن ويناا على ترارعها والادارة وتها يكوياي بسالم الفركة ولا يجوز الزيج الاحتياطي الاجباري على المعاهبين به واتنا يجوز استعباله لتأبين عورم ارباح على النساهب عمل ألى ٥٥ في الملوعائق لاتسمع فيها أرباع القركايتأبونهـ[السد ٥. ئودع أموَّل الفركة أنتاد يالا وبتانا بعدة بنوانه ميشها حهلى الادارة •، بهمه ومباس الادارة البث الاعلى منالبال الكفادي الذي يبيؤ لامينالمندوق البينططية فيمندي النيمل الاليسيية (+ 1) 1.J. تتقنى الشركة بالحد الامور الاعيده ١) ﴿ الْمُعْمَالُ فَاحْسَامُ فَاحْسَامُ فِي مُعْسِمُ عَلَيْهِ الْمُ أنفها" العمل الذي للمتعن اجاء -{T طباؤليا لايكسياراللاسين (4 حكم لفالس يعدر بحلبسنا • (0 T) Jul الأاخسرت الشر كتثلاثنارياع أس مالها ٥ وجب على مجاس لادارة انهماده جمعيسة ماعاتير مادية لتارر مالذاكان المالتصغيب مليا قبل الابيل اوتطين وأسالنال اواعطك فير ذلتس العدابيرانطاميسية وأذا أعبل سيلس الادارة ليعلد البيعمة المابة فيرالمادية بازلم بدائمكاء هذه الهباة لمدرموالسر التماب الثاني ، أوركب البيلا مل الشرك ، جاز لكلمساهم انبطلب الى القدام سلالشرك مست عبرى عليتاموال الشركاولة للقواعد المتصور مليها أو صفية عركة التدامن موراعاة الاحكام الادية وسي اذا لهمينالعقون لينظامالشركة ددينتهمالبسمية العاشة العادية الملسيمية العامة غير العاد الْ اكالت هن التي لورعمل الشركة •. كالمأ عملر البيمول على قرار في هذا الشأن - و تولتا ليمكة وعيين ال

