



THE COMPANIES ORDINANCE
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

EILAT-ASHKELON PIPELINE COMPANY LTD.

INTERPRETATION

1. In these articles the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column hereof, if not inconsistent with the subject or context:-

WORDS	MEANINGS
The Company	The above named company.
The Statutes	The Companies Ordinance, and every other Ordinance for the time being in force concerning joint stock companies and affecting the Company.
These Articles	These articles of Association as originally framed or as from time to time altered by Special Resolution.
Office	The registered office of the Company.
Seal	The Common Seal of the Company.
In Writing	Written, printed or lithographed, or visibly impressed in all or any of these or any other modes of representing or reproducing words.
Directors	The Board of Directors.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender shall include the feminine gender; and words importing persons shall include corporation.

Subject as aforesaid, any words or expressions defined in the Statutes shall, except where the subject or context forbids, bear the same meanings in these Articles.

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TABLE "A" EXCLUDED

2. The regulations in Table "A" in Schedule III to the Companies Ordinance, shall not apply to the Company, except so far as the same are repeated or contained in these articles.

PRIVATE COMPANY

3. The Company is to be a private company. Accordingly -
- (a) The right to transfer shares is restricted in manner hereinafter provided.
 - (b) The number of members for the time being of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty. Provided that where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this paragraph be treated as a single member.
 - (c) Any invitation to the public to subscribe for any shares or debentures of the Company is hereby prohibited.

BUSINESS

4. Subject to the provisions of the Statutes the business of the Company may be commenced as soon after the incorporation of the Company as the Directors think fit.
5. Any branch or kind of business which the Company is either expressly or by implication authorized to undertake, may be undertaken by the Directors at such time or times as they may think fit, and further may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the directors may deem it expedient not to commence or proceed with the same.

OFFICE

6. The office shall be at such place as the Directors shall from time to time approve.

CAPITAL

7. The initial capital of the Company is IL.56,000,000 (Fifty six million Israeli pounds) divided into 5,600 (five thousand six hundred) Ordinary Shares of IL.10,000 (ten thousand Israeli pounds) each of which 2,800 (two thousand eight hundred) shall be "A" Ordinary Shares and 2,800 (two thousand eight hundred) shall be "B" Ordinary Shares.

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SHARES

8. The shares taken by the subscribers to the Memorandum of Association shall be duly issued by the Directors subject as afore-said, and subject to the consent by the affirmative votes in General Meeting of the holders of 75% (seventy five percent) of class "A" Shares and 75% (seventy five percent) of class "B" Shares, the shares shall be under the control of the Directors, who may allot and issue the same (subject always to Article 37 hereof) to such persons on such terms and conditions and at such times as directed by the holders of 75% (seventy five percent) of class "A" Shares and the holders of 75% (seventy five percent) of class "B" Shares by their affirmative votes in General Meeting.

9. No part of the funds of the Company shall be employed in the purchase of or in loans upon the security of the Company's shares.

10. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered by a Court of competent jurisdiction or as by the Statutes required, be bound to recognize any equitable or other claim to or interest in such share on the part of any other person.

CERTIFICATES

11. Every Member shall be entitled without payment to receive within two months after allotment or registration of transfer (unless the conditions of issue provide for a longer interval) one certificate under the Seal for all the shares registered in his name, or several certificates each for one or more of his shares, specifying the number and denoting numbers of the shares in respect of which it is issued and the amount paid up thereon. Provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Every certificate shall be signed by one Director and countersigned by the Secretary or some other person nominated by the Directors for the purpose.

12. If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such evidence being produced, and such indemnity (if any) being given as the Directors shall require and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of out-of-pocket expenses of the Company for investigating evidence as the Directors think fit.

CALLS ON SHARES

13. No member shall be entitled to receive any dividend or to exercise any privileges as a Member until he shall have paid all calls for the time being due and payable on every share held by him whether alone or jointly with any other person, together with interest and expenses (if any).

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14. The Directors may, subject to the provisions of these Articles, from time to time make such calls upon the Members in respect of all moneys unpaid on their shares as they think fit, provided that 30 (thirty) days' notice at least is given of each call and each Member shall be liable to pay the amount of every call so made upon him to the persons by the instalments (if any) and at the times and places appointed by the Directors.

15. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

16. The joint holders of a share shall be jointly and severally liable for the payment of all calls and instalments in respect thereof.

17. If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the holder or allottee of the share shall pay interest on the amount of the call or instalment at such rate not exceeding 8 (eight) percent per annum as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.

18. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, whether on account of the amount of the share or by way of premium, shall, for all purposes of these Articles be deemed to be a call duly made, and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture and the like, and all the other relevant provisions of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.

19. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys due upon his shares beyond the sums actually called up thereon, and upon the moneys so paid in advance, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Directors may pay or allow such interest as may be agreed between them and such Member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up.

TRANSFER OF SHARES

20. Subject to such of the restrictions of these Articles as may be applicable and to the consent by affirmative votes in General Meeting of the holders of 75% (seventy five percent) of class "A" Shares and of 75% (seventy five percent) of class "B" Shares to be given at General Meetings, shares may be transferable, but every transfer must be in writing in the usual form, or in such other form as the Directors shall from time to time approve, and must be left at the office, accompanied by the certificate of the shares to be transferred, and such other evidence (if any) as the Director may require to prove the title of the intending transferor.

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21. The instrument of transfer of any share shall be in writing in the following form, or in any usual or common form which the Directors shall approve:-

"I..... of in consideration of the sum of pounds paid to me by of (hereinafter called "the transferee") do hereby transfer to the transferee the shares, numbered..... to inclusive, in the undertaking called EILAT-ASHKELON PIPELINE COMPANY LIMITED, to hold unto the transferee, his executors, administrators and assigns, subject to the several conditions on which I hold the same, and I, the transferee, do hereby agree to take the said shares subject to the conditions aforesaid.

As witness our hands the day of
Witness to the signature of, &c."

22. The instrument of transfer of a share shall be executed both by the transferor and the transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

23. No share shall in any circumstance be transferred to any infant bankrupt or person of unsound mind.

24. The Directors may, in their discretion, and without assigning any reason, refuse to register a transfer of any share to any person whom it shall in their opinion be undesirable in the interest of the Company to admit to membership.

25. The Directors may refuse to register any transfer of shares on which the Company has a lien. Provided that if the Directors in pursuance of this Article and Article 24 exercise their power of refusing to register a transfer of any shares, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

26. Such fee, not exceeding 120 agorot for each transfer, as the Directors may from time to time determine, may be charged for registration of a transfer.

27. The register of transfers shall be closed during the fourteen days immediately preceeding every Ordinary General Meeting of the Company and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

FORFEITURE OF SHARES

28. If any Member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring him to pay such call or instalment, or such part thereof as remains unpaid, together with interest at such rate not exceeding eight percent per annum as the Directors shall determine, and any expenses that may have accrued by reason of such non-payment.

15



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29. The notice shall name a further day (not earlier than the expiration of 30 (thirty) days from the date of the notice) on or before which such call or instalment, or such part as aforesaid, and all interest and expenses that have accrued by reason of such non-payment are to be paid. It shall also name the place where payment is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

30. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of a general meeting adopted by the affirmative votes of the holders of at least 75% (seventy five percent) of the class "A" Shares and 75% (seventy five percent) of the class "B" Shares to that effect. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture, notwithstanding that they shall have been declared.

31. When any share has been forfeited in accordance with these Articles notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the register of Members opposite to the share; but the provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry aforesaid.

32. Notwithstanding any such forfeiture as aforesaid, the Directors may at any time subject to the consent by the affirmative votes in General Meeting of the holders of at least 75% (seventy five percent) of the class "A" Shares and 75% (seventy five percent) of the class "B" Shares, before the forfeited share has been otherwise disposed of annul the forfeiture upon the terms of payment of all call and interest due upon and expenses incurred in respect of the shares and upon such further terms (if any) as they shall see fit.

33. Every share which shall be forfeited shall thereupon become the property of the Company and may be either cancelled or sold or reallocated or otherwise disposed of either to the person who was before forfeiture the holder thereof, or entitled thereto, or to any other person, upon such terms and in such manner as the holders of at least 75% (seventy five percent) of the class "A" Shares and 75% (seventy five percent) of the class "B" Shares shall by their affirmative votes in General Meeting think fit.

34. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Statutes given or imposed in the case of past Members.

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35. A sworn declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these Articles and stating the date upon which it was forfeited, shall, as against all persons claiming to be entitled to the share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated, and such declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof, and a certificate of proprietorship of the share under the Seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share and such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition, and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

INCREASE OF CAPITAL

36. The Company may from time to time by Special Resolution of the General Meeting adopted by the affirmative votes of the holders of at least 75% (seventy five percent) of the class "A" Shares and 75% (seventy five percent) of the class "B" Shares when it has been passed by a majority of not less than three fourths of such members, as being entitled so to do at a General Meeting of which not less than twenty-one days' notice, specifying the intention to propose the resolution as a Special Resolution, whether all the shares for the time being authorized shall have been issued or all the shares for the time being issued shall have been fully called up or not, increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and (subject to any special rights for the time being attached to any existing class of shares) to carry on such preferential, deferred or other special rights (if any) or to be subject to such conditions or restrictions (if any) in regard to dividend, return of capital, voting or otherwise as the General Meeting resolving upon such increase directs.

37. Unless otherwise determined by the Company in General Meeting by a resolution adopted by the affirmative votes of the holders of at least 75% (seventy five percent) of the class "A" Shares and 75% (seventy five percent) of the class "B" Shares, new shares from time to time to be created shall before they are issued, be offered to the Members in proportion as nearly as may be to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, and to the consent by the affirmative votes in General Meeting of the holders of at least 75% (seventy five percent) of the class "A" Shares and 75% of the class "B" Shares, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, in like manner and subject to the consent by the affirmative votes in General Meeting of the holders of at least 75% (seventy five percent) of the class "A" Shares and 75% (seventy five percent) of the class "B" shares,

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dispose of any new or original shares as aforesaid, which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

38. Except so far as otherwise provided by or pursuant to these articles or by the conditions of issue, any new share capital shall be considered as part of the original ordinary share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

ALTERATIONS OF CAPITAL

39. The Company may from time to time by special resolution of a General Meeting adopted by the affirmative votes of the holders of at least 75% (seventy five percent) of the class "A" Shares and 75% of the class "B" Shares:-

- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; or
- (b) Cancel any shares not taken or agreed to be taken by any person; or
- (c) Divide its share capital or any part thereof into shares of smaller amount than is fixed by its Memorandum of Association by sub-division of its existing shares or any of them, subject nevertheless to the provisions of the Statutes, and so that as between the resulting shares, one or more of such shares may by the resolution by which such sub-division is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the others or any other of such shares; or
- (d) Reduce its share capital and any capital redemption reserve fund in any way that may be considered expedient and in particular exercise any or all of the powers conferred by Section 45 of the Companies Ordinance, or any statutory modification thereof.

GENERAL MEETINGS

40. General Meetings shall be held once at least in every calendar year at such time, not being more than twelve months after the holding of the last preceding General Meeting and at such place as may be determined by the Directors. Such General Meetings shall be called "Ordinary Meetings" and all other meetings of the Company shall be called "Extraordinary Meetings."

115



41. The Directors may, whenever they think fit, and they shall upon such requisition in writing as provided by Section 63 of the Companies Ordinance, convene an Extraordinary Meeting. Any such requisition must state the objects for which the meeting is to be called, signed by the requisitionists, and must be deposited at the Office. Such requisition may consist of several documents in like form, each signed by one or more requisitionists.

42. Subject to the provisions herein relating to Special Resolutions, twenty-one days' notice at the least, specifying the place, the day and the hour of the Meeting, and in the case of special business and the general nature of such business shall be given in manner hereinafter mentioned to such Members as are under the provisions of these Articles entitled to receive notices from the Company. Whenever it is proposed to pass a Special Resolution, thirty days' notice of the General Meeting convened to pass such resolution shall be given. With the consent of all the Members for the time being entitled to receive notices of meetings, a meeting may be convened upon a shorter notice or without notice and generally in such manner as such Members may approve.

PROCEEDINGS AT GENERAL MEETING

43. The business at an Ordinary Meeting shall be to receive and consider the Profit and Loss Account, the Balance Sheet, and the ordinary reports of the Directors and Auditors, and to fix the remuneration of the Directors and Auditors. All other business shall be deemed special and shall be transacted at an Extraordinary Meeting.

44. Any member entitled to be present and vote at a meeting may submit to any General Meeting any proposal for resolution which is relevant to the objects for which the Meeting is convened, provided that within the prescribed time before the day appointed for the Meeting he shall have served upon the Company a notice in writing signed by him containing the proposed resolution, and stating his intention to submit the same. The prescribed time above mentioned shall be such that, between the date on which the notice is served and the day appointed for the Meeting, there shall be not less than four nor more than fourteen intervening days.

45. Upon receipt of any such notice as in the last preceding Article mentioned, the Secretary shall, in any case where the notice of intention is received before the notice of the meeting is issued, include it in the notice of the Meeting and shall in any other case issue as quickly as possible to the Members entitled to notice of the meeting, notice that such resolution will be proposed.

46(a). No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. The quorum at any ordinary meeting shall be two members present in person or by proxy, one member being the holder of or representing 75% (seventy five percent) of the issued "A" Ordinary Shares at that time and the other member being the holder of or representing 75% (seventy five percent) of the issued "B" Ordinary Shares at that time. The quorum at an Extraordinary Meeting shall be two members present in person or by proxy, one member being the holder of or representing 75% (seventy five percent) of the issued "A" Ordinary Shares at that time and the other member being the holder of or representing 75% (seventy five percent) of the issued "B" Ordinary Shares at that time.

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46(b). Any resolution of a General Meeting, whether Ordinary or Extraordinary, shall require the affirmative votes of the holders of at least 75% (seventy five percent) of the class "A" Shares and 75% (seventy five percent) of the class "B" Shares.

VOTES OF MEMBERS

47. Every Member shall have one vote for every Ordinary Share of which he is the holder.

48. Any corporation which is a Member of the Company may, by resolution of its Directors or other governing body, or by an authority in writing under the hand of a person duly authorized in that behalf by that corporation authorize any person to act as its representative at any meeting of this Company or of any class of Members thereof, and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual shareholder, including power, when personally present, to vote on a show of hands.

49. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing, or if such appointor is a corporation under its common seal, if any, and if none, then under the hand of some officer, duly authorized in that behalf.

50. An instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand or concur in demanding a poll on behalf of the appointor.

51. The instrument appointing a proxy, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power of attorney, shall be deposited at the Office or at such other place or places, whether in Israel or elsewhere, as the Directors may from time to time either generally or in a particular case or class of cases prescribe not later than the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof; but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

52. Any instrument appointing a proxy (whether for a specified meeting or otherwise) shall be in the following form or as near thereto as circumstances will admit:-

EILAT-ASHKELON PIPELINE COMPANY LIMITED

"I
"of
"a Member of EILAT-ASHKELON PIPELINE COMPANY LIMITED AND
"entitled to votes hereby appoint
"of
"and failing him
"of to vote for me
"and on my behalf at the (Ordinary Extraordinary or
"Adjourned, as the case may be) General Meeting of the



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"Company to be held on the day of
"and at every adjournment thereof.

"As Witness my hand this day of 19.."

53. Subject to the provisions of the Statutes a resolution in writing signed by all the holders of the shares of the Company for the time being issued and entitled to vote in respect thereof at General Meetings of the Company shall be as valid and effectual for all purposes as a resolution passed at a General Meeting of the Company duly convened, held and constituted for the purpose of passing such resolutions.

DIRECTORS

54. The number of Directors shall be four until otherwise determined by a General Meeting.

55. The Directors shall be appointed in the following manner:

- (a) The holder (or holders) of the majority of the issued "A" Ordinary Shares at that time shall appoint half of the number of the Directors (hereinafter "A" Directors) and the holder (or holders) of the majority of the issued "B" Ordinary Shares at that time shall appoint the other half of such number (hereinafter "B" Directors).
- (b) The holder (or holders) of the majority of the issued "A" Ordinary Shares at that time shall be authorized to remove any "A" Director and to appoint his successor.
- (c) The holder (or holders) of the majority of the issued "B" Ordinary Shares at that time shall be authorized to remove any "B" Director and to appoint his successor.
- (d) Every aforementioned appointment or removal of a Director shall be executed by notice in writing to the Company under the hand of those executing the appointment or removal and shall take effect at the time designated in such notice of appointment or removal, but not before the delivery of such notice to the Company.
- (e) The holders of the class "A" Shares shall have the right to appoint the Managing Director of the Company and the holders of the class "B" Shares shall have the right to appoint the Chairman of the Board of Directors of the Company. However, the holders of the majority of each class of the said Shares may remove the Chairman or the Managing Director from his office at any time. The substitutes of such removed Chairman or Managing Director shall be nominated in the same manner, as specified herein above, subject to the consent of the shareholders who have requested the removal of the Chairman or Managing Director, as the case may be.

56. The Directors may at any time act, notwithstanding any vacancy in their body; provided always that in case the Directors shall at any time be reduced in number to less than four, it shall be lawful for them to act as Directors for the purpose of calling a General Meeting of the Company but not for any other purpose.



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115

57. Subject as herein otherwise provided or to the terms of any subsisting agreement, the office of a Director shall be vacated:-

- (a) If removed as provided for in Article 55.
- (b) If he becomes bankrupt or suspends payment or compound with his creditors.
- (c) If he be found lunatic or become of unsound mind.
- (d) If by notice in writing given to the Company he resigns his office.

A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director, and on such terms as to remuneration and otherwise as the Directors shall arrange.

MANAGING DIRECTORS

58. Any decisions of the Board of Directors or of the Managing Directors, including without limitation those decisions which may or have to be taken by the Board of Directors under the provisions of these Articles, shall require the prior authorization by resolution in General Meeting of the affirmative votes of at least the holders of 75% (seventy five percent) of the class "A" Shares and 75% (seventy five percent) of the class "B" Shares.

59. The Directors shall cause proper minutes to be made of all General Meetings of the Company and also of all appointments of officers, and of the proceedings of all meetings of Directors, and committees, and of the attendances thereat, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be conclusive evidence without any further proof of the facts therein stated.

60. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened held and constituted.

61. The profits of the Company available for dividend and resolved to be distributed shall be applied in payment of dividends upon the shares of the Company in proportion to the amount paid up or credited as paid up thereon respectively otherwise than in advance of calls.

62. The Company in General Meeting may declare a dividend to be paid to the Members according to their rights and interests in the profits and may fix the time for payment. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

63. Unless otherwise directed, any dividend may be paid by cheque or warrant, sent through the post to the registered address of the Member or person entitled, or in case of joint registered holders to that one of them first named in the register in respect of the joint holding. Every such cheque shall be made payable to the order of the person to whom it is sent. The receipt of the



person whose name at the date of the declaration of the dividend appears on the Register of Members as the owner of any share, or in the case of joint holders, of any one of such joint holders, shall be a good discharge to the Company of all payments made in respect of such share.

ACCOUNTS

64. The Directors shall cause true accounts to be kept:-

- (a) Of the assets and liabilities of the Company.
- (b) Of all the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditures take place.
- (c) Of all sales and purchases of goods by the Company.

The books of account shall be kept at the office or at such other place as the Directors shall think fit and shall always be open to the inspection of Directors and any Member holding at least 75% (seventy five percent) of either class "A" Shares or class "B" Shares.

65. Not later than eighteen months after the incorporation of the Company and subsequently once at least in every calendar year the Directors shall lay before the Company in General Meeting a profit and loss account for the period since the preceding account or (in the case of the first account) since the incorporation of the Company, made up to date not earlier than the date of the meeting by more than nine months and in accordance with the Companies Ordinance in that behalf, a balance sheet shall be made out, in every year and laid before the Company in General Meeting, made up as at the date to which the profit and loss account is made up. The balance sheet shall have attached thereto the Auditor's report and shall be accompanied by a report of the Directors as to the state of the Company's affairs, and the amount which they recommend to be paid by way of dividend and the amount (if any) which they recommend to carry to reserve.

66. Auditors shall be appointed and their duties regulated in accordance with the Statutes.

NOTICES

67. A notice or any other document may be served by the Company upon any Member either personally or by sending it through the post in a prepaid registered letter, by Air Mail if abroad, addressed to such Member at his registered address as appearing in the Register of Members.

68. Any Member described in the Register of Members by an address whether within or without Israel, shall be entitled to have served upon him at such address any notice to which he would be entitled under these Articles, but save as aforesaid, no Member other than a Member described in the Register of Members by an address shall be entitled to receive any notice from the Company.

133



רשות
התאגידים

אישור שמסמך זה החתום אלקטרונית,

מהווה העתק של מסמך (מקור או העתק) המצוי
ביום החתימה בתיק התאגיד ברשות התאגידים

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KAVIM SHIPPING COMPANY LIMITED
KAVIM SHIPPING COMPANY LIMITED

[Circular stamp: KAVIM SHIPPING COMPANY LIMITED]

27 Keren Hayesod
St. Jerusalem

Dated the 11 day of March 1966

— 66 —





משרד המשפטים
מסמך זה הינו העתק שנסרק בשלמותו ביום ובשעה המצוינים,
בסריקה ממוחשבת מהימנה מהמסמך המצוי בתיק,
בהתאם לנוהל הבדיקות במשרד המשפטים.
על החתום

משרד המשפטים (חתימה מוסדית).



אישור שמסמך זה החתום אלקטרונית,
מהווה העתק של מסמך (מקור או העתק) המצוי
ביום החתימה בתיק התאגיד ברשות התאגידים