

0025/00015409/en

General Meeting

DOME INVESTMENTS PUBLIC COMPANY LTD

DOME

EXTRAORDINARY GENERAK MEETING - DOME

FIND ATTACHED

(en)

Attachment:

1. **EXTRAORDINARY GENERAK MEETING - DOME**

Non Regulated

Publication Date: 13/04/2016

NOTICE OF EXTRAORDINARY GENERAL MEETING

DOMEST INVESTMENTS PUBLIC COMPANY LIMITED

HE 16134

(the «Company»)

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Shareholders of the Company will be held at the hour 10 a.m. on the 5th of May 2016 at Dome Hotel in Ayia Napa for the purposes of considering and, if thought fit, passing the following resolutions:

A.

ORDINARY RESOLUTION

1. "THAT the terms of and the transactions contemplated by:
 - a) the single currency term and revolving facilities agreement dated 18 December 2015 between, inter alios, A. Tsokkos Hotels Public Limited (as Parent) and Bank of Cyprus Public Company Limited (as Arranger, Lender, Agent, Ancillary Lender and Security Agent) (the "**Facilities Agreement**");
 - b) The security trust deed dated 18 December 2015 between, amongst others, A. Tsokkos Hotels Public Limited (as Parent) and Bank of Cyprus Public Company Limited (as Agent and Security Agent)(the "**Security Trust Deed**");
 - c) The subordination agreement dated 18 December 2015 between, amongst others, A. Tsokkos Hotels Public Limited (as Parent) and Bank of Cyprus Public Company Limited (as Agent and Security Agent) which will, amongst other things, govern certain priorities relating to the Liabilities (as defined therein);
 - d) an accession deed to be entered into between, amongst others, A. Tsokkos Hotels Public Limited (as Parent), the Company and Bank of Cyprus Public Company Limited (as Agent and Security Agent) pursuant to which the Company will accede to terms of the Facilities Agreement;
 - e) an accession deed to be entered into between, amongst others, A. Tsokkos Hotels Public Limited (as Parent), the Company and Bank of Cyprus Public Company Limited (as Agent and Security Agent) pursuant to which the Company will accede to terms of the Security Trust Deed;
 - f) the Transaction Security Documents specified to be entered into by the Company in Paragraph 2 of Part 1B of Schedule 2 of the Facilities Agreement;
 - g) any other Finance Documents (as defined in the Facilities Agreement) to which the Company is a party;together, the "**Documents**", are hereby approved; and
2. the execution and performance by the Company of each of the Documents would be to the commercial benefit of the Company and it is **RESOLVED THAT:**

- a) the terms of the Documents and the transactions contemplated thereby together with the terms of and the transactions contemplated by the Documents are in the best interests of the Company and to the commercial benefit of the Company and be and are hereby approved and/or ratified as appropriate;
- b) the Company will execute and deliver the Documents and will perform its obligations arising pursuant to the Documents and all other documents contemplated by the Documents;
- c) any director of the Company be and is hereby authorised to execute and/or despatch the Documents and any other document or notice contemplated by or in connection with the Documents (including any document to be executed as a deed and, if relevant, any Utilisation Request) on behalf of the Company, in each case, with any amendments as he or she may in his or her absolute discretion think fit; and to deliver and perform the Documents and such other documents on behalf of the Company; and
- d) execution by any director of the Company of the Documents and any other documents which may be required or expedient pursuant thereto (including any document to be executed as a deed) shall be conclusive evidence of such person's or persons' approval of the terms thereof and any amendments which may have been made thereto."

B.


SPECIAL RESOLUTION

"THAT the Articles of Association of the Company be amended by the insertion of the paragraphs attached hereto as "Appendix A" right after the end of the last paragraph.

Dated this 13th April 2016

NOTE: A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote in his stead. A proxy need not also be a member of the Company. The instrument appointing a proxy must be deposited at the Company's Registered Office in Nicosia at least 48 hours before the time fixed for the meeting.

BY ORDER OF THE BOARD



Demetris Economou
Secretary

Appendix A

- A. Notwithstanding any other provision of the Memorandum or Articles of Association of the Company, no pre-emption rights shall apply in relation to a transfer of pledged shares or any part thereof to the pledgee or any other person indicated by the pledgee pursuant to or in enforcement of the relevant pledge agreement and that the directors and/or the secretary of the Company shall have no power to decline or otherwise block the registration of such transfer in the Register of Members of the Company;
- B. Notwithstanding any other provision of the Memorandum or Articles of Association of the Company, so long as any shares remain pledged or charged, no new person may be appointed as director of the Company except with the written consent of the pledgee;
- C. Notwithstanding any other provision of the Memorandum or Articles of Association of the Company, so long as any shares remain pledged or charged, no new person may be appointed as secretary of the Company except with the written consent of the pledgee;
- D. Notwithstanding any other provision of the Memorandum or Articles of Association of the Company, so long as any shares remain pledged or charged, upon the service of a notice to the Company signed for and on behalf of a pledgee which notifies the Company of the occurrence of an event of default under the relevant pledge agreement, all rights attached to the shares (including without any limitation, voting rights, the right to receive notices and dividends and attend meetings) shall be enjoyed and exercised by the pledgee unless the pledgee otherwise notifies the Company in writing;
- E. Notwithstanding any other provision of the Memorandum or Articles of Association of the Company, so long as any shares remain pledged or charged, to the extent that the agenda of any General Meeting of the shareholders of the Company concerns any of the following issues, such General Meeting shall not be considered quorate and shall not proceed to business and shall not take any resolution unless the beneficiary of the pledge is represented at that General Meeting and consents in writing to the taking of such resolution:
 - (A) the amendment, modification or otherwise alteration of the Memorandum or Articles of Association of the Company;
 - (B) the approval of a scheme of arrangement, reorganisation or merger involving the Company;
 - (C) the voluntary winding up of the Company;
 - (D) the change of name of the Company;
 - (E) any amendment to the authorised or issued share capital of the Company;

- (F) any reduction of capital of the Company (including any reduction of the share premium account of the Company); and
 - (G) any issue of securities (including bond, convertible bonds, rights) by the Company.
- F. Notwithstanding any other provision of the Memorandum or Articles of Association of the Company, as long as any shares are pledged, the Company shall not have any lien, right of forfeiture or right of set off or retention in relation to the pledged shares or any distribution rights payable in relation thereto.
- G. Notwithstanding any other provision of the Memorandum or Articles of Association of the Company, as long as any shares remain pledged:
- (A) the Register of Members of the Company shall be placed in the exclusive possession of the ISP at a place of the ISP's choosing. For the purposes of this present Regulation, "ISP" shall mean any person appointed by the pledgee (by notice) to act as "ISP".
 - (B) to the extent permitted by any agreement between the Company and the ISP, the ISP shall have the exclusive right to make up the registers referred to in (A) above and/or to vary (by way of addition, subtraction, or otherwise) their content (including, without limitation, for the purpose of recording the issuing and allotment of any new shares, the transfer of any existing shares, the cancellation of any existing shares and any memorandum of pledge);
 - (C) subject to (D) below, the ISP shall not have the right to vary (by way of addition, subtraction or otherwise) the content of the Register of Members of the Company (including, without limitation, for the purpose of recording the issuing and allotment of any new shares, the transfer of any existing shares, the cancellation of any existing shares, and any memorandum of pledge) unless the pledgee shall have given its prior written consent to such variation;
 - (D) the ISP shall be obliged to without reference to and despite any contestation by that pledgor and/or the Company and/or any other person (or any agent or employee thereof), register any transfer of shares encumbered from time to time pursuant to any agreement as well as produce, certify and hand over to the pledgee and the transferee a true copy of the Register of Members of the Company reflecting such transfer, if and to the extent that the following conditions are met:
 - (aa) the request for the transfer is made by the pledgee in writing;
 - (bb) the request contains or is accompanied by a written confirmation of the pledgee to the effect that, first, the obligations secured by the pledgee have yet to be

discharged, and, second, the transfer is being requested in the context of the pledger's enforcement of the security granted to it pursuant to a relevant share security agreement;

- (cc) the request is accompanied by a duly completed instrument of transfer concerning the affected shares;
- (dd) the request is accompanied by the share certificates in the pledgee's possession concerning the affected shares.