

## **ARTICLES OF ASSOCIATION**

### **TEMPO BEVERAGES LTD** (Company No.: 513682625)

#### **PRELIMINARY**

1. In these Articles of Association the following terms shall bear the meaning ascribed to them below, unless the context obviously requires otherwise:

<b>“Business Day”</b>	Monday through Friday (inclusive), unless such day is an official holiday in Israel or in The Netherlands or a day in which most commercial banks in Israel or in The Netherlands are closed to the public.
<b>“Change of Control”</b>	(i) a merger or an acquisition of the Company, whether in a transaction or a series of related transactions, other than a merger or an acquisition which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) fifty percent (50%) or more of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or acquisition; or (ii) sale of all or substantially all of the assets of the Company.
<b>“Company”</b>	Tempo Beverages Ltd (Company No.: 513682625).
<b>“Companies Law”</b>	The Companies Law, 1999, as it may be amended from time to time.
<b>“Control”</b>	Ownership of at least 50% of the equity or voting power of an entity or the right to appoint at least 50% of the members of the board of directors of such entity.
<b>“Existing Agreements”</b>	All agreements as shall be in effect from time to time between the Shareholders, in connection with their shareholdings in the Company, including that certain Shareholders Agreement between Heineken and Tempo as of June 15, 2005.
<b>“Heineken”</b>	Heineken International B.V., a company incorporated under the laws of The Netherlands, or its successor by operation of law.

<b>“Heineken Group”</b>	Heineken N.V. and any person or entity which Heineken N.V. owns, directly or indirectly, more than 50% of its Means of Control.
<b>“Group”</b>	Jacques Beer, Rina Beer, Leah Bornstein, Amir Bornstein, Razak Investments Ltd., Beer Family Investment (1994) Ltd., Lea Bornestein Ltd., Lea Bornstein Holdings (1996) Ltd., Amir Bornstein Ltd. and Amir Bornstein Holdings (1996) Ltd.
<b>“Group Member”</b>	Each member of the Group.
<b>“Means of Control”</b>	Share capital or the right to vote at the general meeting or the right to appoint directors.
<b>“Ordinary Shares”</b>	Ordinary shares of the Company, par value NIS 1.00 per share.
<b>“Permitted Transferee”</b>	Any wholly owned subsidiary of a Shareholder and with respect to Heineken, also any company or entity included in the Heineken Group.
<b>“Right of First Refusal”</b>	As defined in Article 30 herein.
<b>“Pledge”</b>	Any pledge, charge or encumbrance, whether specific or floating, whether directly or indirectly, in respect of the holdings of a Shareholder.
<b>“Securities”</b>	The Ordinary Shares and any other class of equity interests issued by the Company and all conversion rights, options or warrants to acquire Ordinary Shares or such other equity interest.
<b>“Shareholder”</b>	Any person or entity that is registered as a shareholder of the Company in the shareholder registry of the Company.
<b>“Subsidiary”</b>	Any company that the Company holds 50% or more of its share capital or of its voting rights or the right to appoint 50% or more of its board members.
<b>“Supermajority”</b>	Majority of vote of the Board of Directors of the Company, which will include, <i>inter alia</i> , the positive vote of at least one (1) director appointed by Heineken or by its Permitted Transferee.
<b>“Tempo”</b>	Tempo Beer Industries Ltd. a public company incorporated under the laws of the State of Israel.

**“Transfer”** Any transfer, sale, assignment or other disposition in any way or kind, whether for value or no value, and whether by will or by operation of law.

2. Subject to that stated in Article 1 above and to the terms defined hereinafter in these Articles of Association, and unless the context obviously requires otherwise, terms defined in the Companies Law shall have the meanings so defined; words importing the singular shall include the plural; words importing persons shall include individuals, and corporate bodies; words importing the masculine gender shall include the feminine gender; and vice versa.
3. If any provision of these Articles of Association shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

### **PRIVATE COMPANY**

4. The Company is registered as a private company, and as such:
  - 4.1. The number of Shareholders of the Company at any time (excluding Shareholders of the Company who are Company employees and former employees who remained Shareholders after the termination of their employment) is limited to 50, provided that where two or more persons hold one or more shares of the Company jointly they shall, for the purposes of this Article, be treated as a single Shareholder.
  - 4.2. Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

### **COMPANY OBJECTIVES AND SHAREHOLDER LIABILITY**

5. The objectives of the Company are to engage in any legal activity, subject to any terms and conditions of any license that may be held by the Company.
6. The authorized share capital of the Company is NIS 100,000 (One Hundred Thousand New Israeli Shekels), divided into 100,000 (One Hundred Thousand) Ordinary Shares.
7. The liability of the Shareholders is limited.

### **CAPITAL AND SHARES**

8. All issued Ordinary Shares have equal rights with regard to voting, dividends, bonus shares or other distributions, return of share capital and otherwise.
9. Subject to the provisions, if any, in that regard in these Articles of Association and without prejudice to any special rights previously conferred upon the Shareholders of the Company, any share in the Company may be issued with such preferred or deferred rights or rights of redemption or other special rights or such restrictions,

whether with regard to dividends, voting, return of share capital or otherwise, as the Company may determine.

10. If at any time the share capital is divided into different classes of shares, the rights attached to any class, unless otherwise provided by the terms of issue of the shares of that class, may be varied only with the sanction of a resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Articles of Association relating to General Meetings shall apply *mutatis mutandis*.
11. If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding NIS 20.00 and on such terms, if any, as to evidence and indemnity, as the Board of Directors may deem fit. The Board of Directors shall be entitled to increase the said fee at its sole and absolute discretion.
12. Funds of the Company may be employed in the purchase of the Company's shares only if such use of funds shall be allowed under the Companies Law, and subject to the conditions set forth therein. The Board of Directors shall be authorized to resolve and execute the foregoing.

### **LIEN**

13. The Company shall have a lien on every share, not being a fully paid share, for all moneys whether presently payable or not, called or payable at fixed time in respect of that share, and the Company shall also have a lien on all shares, other than fully-paid shares standing registered in the name of a single Shareholder, for all moneys presently payable by him or his estate to the Company; but the Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.
14. The Company may sell to another Shareholder, in such manner as the Board of Directors may deem fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled by reason of his death or bankruptcy to the share.
15. The proceeds of the sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall, subject to a like lien for sums not presently payable as existed upon the shares prior to the sale, be paid to the person entitled to the shares at the date of the sale. The purchaser shall be registered as the holder of the shares, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

### **CALLS ON SHARES**

16. The Board of Directors may from time to time make calls upon the Shareholders in respect of any moneys unpaid on their shares and each Shareholder shall, subject to receiving at least fourteen days' notice specifying the time or times of payment, pay to the Company at the time or times so specified the amount called on his shares.
17. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
18. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of five per cent per annum, from the date appointed for the payment thereof to the time of the actual payment, but the Board of Directors shall be at liberty to waive payment of interest wholly or in part.
19. The provisions of these Articles of Association as to payment of interest and linkage differences shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.
20. The Board of Directors may, at the time of the issuance of shares, decide upon an arrangement under which there shall be a difference between Shareholders with respect to the amount of calls to be paid and the time of payment.
21. The Board of Directors may, if it deems fit, and with the sanction of the Company in a general meeting, receive from any Shareholder willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced until the same would, but for such advance, become presently payable, pay interest at such rate as may be agreed upon between the Shareholder paying the sum in advance and the Board of Directors.

### **TRANSFER AND TRANSMISSION OF SHARES**

22. Shares may only be transferred in whole. Parts or fractions of shares shall not be transferable.
23. The instrument of transfer of any share in the Company shall be executed both by the transferor and the transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the Company's share registry in respect thereof.
24. Shares in the Company shall be transferred in the following form or in any usual or common form which the Board of Directors shall approve:

I, A.B. of \_\_\_\_\_ in consideration of the sum of NIS \_\_\_\_\_ paid to me by C.D. of \_\_\_\_\_ (hereinafter called "the said transferee") do hereby transfer to the said transferee the share (or shares) numbered \_\_\_\_\_ in Tempo Beverages Ltd, to be held unto by the said transferee, his executors, administrators, and assigns, subject to all of the conditions under which I held the same at the time of the execution thereof; and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid.

As witness our hands the \_\_\_\_\_ day of \_\_\_\_\_.

Witness to the signature, etc.

25. The executors or administrators of a deceased sole holder of a share or, if there are no executors or administrators, the persons beneficially entitled as heirs of a deceased sole holder, shall be the only persons recognized by the Company as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor, or the executors or administrators, of the deceased survivor or, if there is no executor or administrator, the persons beneficially entitled as heirs of such survivor, shall be the only persons recognized by the Company as having any title to the share.
26. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Shareholder shall, upon such evidence being produced as may from time to time be required by the Board of Directors, have the right, either to be registered as a Shareholder in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made; but the Board of Directors shall in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy.
27. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Shareholder in respect of the share, be entitled in respect of it to exercise any right conferred by holding of shares in relation to general meetings of the Company.

### **RESTRICTIONS ON TRANSFER OR PLEDGE OF SHARES**

28. Notwithstanding anything contained herein to the contrary, a Shareholder shall not Transfer its holdings in the Company unless the entire holdings of such Shareholder in the Company is transferred in the course of the same transaction and, in addition, one of the following conditions is met:
  - 28.1. The transferee is a Permitted Transferee and it signed a written undertaking assuming all the obligations of a Shareholder under the Existing Agreements; or
  - 28.2. The other Shareholders do not exercise their Right of First Refusal in accordance with the provisions of these Articles of Association.
29. Notwithstanding the provisions of Article 28 herein, it is hereby agreed that in the event a Shareholder wishes to create a Pledge on its holdings in the Company, the following provisions shall apply:
  - 29.1. The Pledge may only be created in favor of a bank or other financial institution (the “**Pledgee**”);

- 29.2. The creation of the Pledge and the identity of the Pledgee shall be subject to prior approval of the other Shareholders, not to be unreasonably withheld; and
- 29.3. The Pledgee shall sign, as a condition for the approval to the creation of the Pledge, and undertaking substantially in the form attached as **Appendix A** to these Articles of Association.

### **RIGHT OF FIRST REFUSAL**

30. Without derogating from the contents of Articles 29, 32 and 33 herein, any Transfer (except a Transfer to a Permitted Transferee) of any kind of Securities in the Company shall be subject to the right of first refusal of the other Shareholders (the "**Right of First Refusal**") as follows:
  - 30.1. Any of the Shareholders (the "**Offeror**") wishing to Transfer its Securities in the Company (the "**Offered Securities**"), shall first offer the Offered Securities to the rest of the Shareholders (the "**Offerees**"), by a written notice (the "**Offer**"), which shall include the following information: (i) the name of the proposed transferee, and in the event such proposed transferee is not a natural person, the identities of those who hold the beneficial interest therein, along the entire chain of ownership up to the ultimate owner who is a natural person (the "**Proposed Transferee**"); (ii) the effective date of the proposed Transfer; (iii) all economic terms of the proposed Transfer, including the agreed-upon consideration, terms of payment and any collateral provided, if any; and (iv) a copy of any document between the Offeror and the Proposed Transferee which includes the terms and conditions of the proposed Transfer, if exists, whether such document has been signed by the parties thereto, or not.
  - 30.2. An Offeree may accept such Offer only in respect of all of the Offered Securities, by giving the Offeror notice to that effect within forty five (45) days after being served with the Offer (the "**Offer Period**"), and thereafter shall acquire the Offered Securities, for the consideration to be paid according to the terms of payment included in the Offer. If more than one Offeree accepts the Offer within the Offer Period, then all such Offerees shall acquire the Offered Securities in a pro rata basis, according to their holdings in the Company immediately prior to the termination of the Offer Period.
  - 30.3. If none of the Offerees accept the Offer within the Offer Period, at the expiration of the Offer Period, the Offeror shall be entitled to transfer the Offered Securities to the Proposed Transferee identified in the Offer, provided, however, that in no event shall the Offeror transfer any of the Offered Securities on terms more favorable to the Proposed Transferee than those stated in the Offer, and provided further that if the Offered Securities are not transferred within hundred and twenty (120) days after the expiration of such forty five (45) days period (the "**Transfer Period**"), they shall again be subject to the provisions of this Article 30.
31. **Offeree's Approval**

Without derogating from the provisions of Articles 28 and 30 herein, if an Offeree decides not to exercise its Right of First Refusal, the Offeree shall have a right to veto the Transfer of the Offered Securities to the Proposed Transferee if the identity of such Proposed Transferee is not acceptable to the Offeree. Such veto right shall be exercised by a written notice from the Offeree to the Offeror not later than the date on which the Offer Period terminates, and should not be unreasonably exercised.

32. **Undertaking by the Proposed Transferee**

32.1. In any event, the Offeror's right to Transfer the Offered Securities to the Proposed Transferee is conditioned upon submission to the Offerees, at least ten (10) Business Days prior to the expiration of the Transfer Period, of a written undertaking by the Proposed Transferee assuming all the obligations of the Offeror under the Existing Agreements.

32.2. The undertaking pursuant to Article 32.1 above will apply, *mutatis mutandis*, also to a Transfer to a Permitted Transferee which is not subject to the Right of First Refusal.

33. **Consequences of Breaches**

Any attempted Transfer or Pledge of Securities or rights in such Securities in breach of the provisions of these Articles of Association, shall be null and void, shall be disregarded by the Company and shall not be registered in the Company's shareholder registry.

34. **Preemptive Rights**

34.1. Notwithstanding Article 43 herein, issuance of additional shares or any other Securities of any kind in the Company, including in a framework of a public offering, will require the prior written consent of Heineken or its Permitted Transferee and Tempo or its Permitted Transferee.

34.2. Subject to the provisions of the Companies Law and to Article 34.1 above, the Company may from time to time issue New Securities (as hereinafter defined), provided that the following terms and conditions are met and provided the terms and conditions under which such New Securities are offered to all the Shareholders are equal and identical. Each time the Company proposes to issue any Securities (the "**New Securities**"), excluding in a public offering, the Company shall enable each of the Shareholders to maintain its proportionate holdings of the share capital of the Company which it held immediately prior to such issuance (the "**Proportionate Share**") as follows:

34.2.1. The Company shall deliver to each of the Shareholders a written notice thereof (the "**Notice**") stating, (i) its bona fide intention to offer the New Securities, (ii) describing the type of New Securities to be offered and the price and terms upon which the Company proposes to issue the same, and (iii) offering each of the Shareholders to purchase such number of the New Securities at such price and on such terms as is necessary for each of the Shareholders to retain the Proportionate Share (the "**New Securities Share**").

34.2.2. Each Shareholder shall have thirty (30) days from the date of receipt of the Notice (the "**Election Period**") to elect whether to purchase its New Securities Share, for the price and upon the terms specified in the Notice, by providing a written notice to the Company of such election (the "**Election Notice**"). The Election

Notice shall also state if such Shareholder agrees to purchase, in addition to the New Securities Share, the entire New Securities Shares of the other Shareholders if any of them does not exercise their right to purchase its New Securities Share. It is clarified, however, that an Election Notice must refer to the New Securities Shares of all of the Shareholders and to the other Shareholders' entire New Securities Share and not to any portion thereof.

- 34.2.3. If a Shareholder does not notify the Company of its election to purchase its New Securities Share, then its New Securities Share shall be purchased by the Shareholder which has given an Election Notice, provided that such Shareholder has stated in the Election Notice that it agrees to purchase the other Shareholder's New Securities Share. If more than one Shareholder wishes to purchase another Shareholder's New Securities Share, it shall be divided between them on a pro rata basis according to their holdings in the Company immediately prior to the Notice.
- 34.2.4. In the event that there are remaining New Securities that were not elected to be purchased during the Election Period by one of the Shareholders as aforesaid in Articles 34.2.1 - 34.2.3 above (the "**Unsold New Securities**"), the Company shall have the right within hundred and twenty (120) days following the expiration of the Election Period to sell or enter into an agreement to sell the Unsold New Securities at a price and upon general terms no more favourable to the buyer than those specified in the Notice. As a precondition to such sale, the Company shall notify the Shareholders in writing at least thirty (30) days in advance of the identity of the prospective buyer ("**Buyer Notice**") and each Shareholder shall have the right to veto the sale of the Unsold New Securities to the buyer if the identity of the buyer is not acceptable to such Shareholder. Such veto right should be exercised by a written notice provided by the Shareholder to the Company no later than twenty (20) days of the Buyer Notice and should not be unreasonably exercised.
- 34.2.5. If the Company has not sold the Unsold New Securities within the said hundred and twenty (120) days period, the Company shall not thereafter issue or sell any New Securities without first re-offering them to the Shareholders in the manner provided above.

## **FORFEITURE OF SHARES**

35. If a Shareholder fails to pay any call or installment of a call on the day appointed for payment thereof, the Board of Directors may, at any time thereafter during such time as any part of such call or installment remains unpaid, serve a written notice on him requiring payment of the balance of the call or installment as is unpaid, together with any interest which may have accrued.

36. The notice shall name a further day, not earlier than the expiration of fourteen days from the date of the notice, on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
37. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the 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 the Board of Directors to that effect.
38. A forfeited share may be sold to another Shareholder or otherwise disposed of on such terms and in such manner as the Board of Directors thinks fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Board of Directors thinks fit, all subject to the provisions of the Companies Law. Following forfeiture of a share and prior to its sale, the share shall be dormant for as long as it is within the control of the Company.
39. A person whose shares have been forfeited shall cease to be a Shareholder in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company receives payment in full of the nominal amount of the shares.
40. A sworn declaration in writing by a director of the Company that a share of the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and that declaration, and the receipt of the Company for the consideration, if any, given for the share, on the sale or disposition thereof shall constitute a good title to the share, and the person to whom the share is sold or disposed of shall be registered as the holder of the share 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 irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
41. The provisions of these Articles of Association as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

## **GENERAL MEETINGS**

42. The General Meeting is the supreme authority of the Company. It shall pass and ratify resolutions with regard to all activities and business actions in accordance with these Articles of Association and the Companies Law. Its resolutions shall be binding upon all the other bodies of the Company.
43. Subject to the provisions of the Companies Law, and unless specifically provided otherwise in these Articles of Association, all resolutions of the General Meeting of the Company shall be adopted by a majority of the votes represented at any duly

convened General Meeting. The chairman of the meeting shall not have a second or casting vote.

44. Notwithstanding the foregoing, and as long as Heineken or its Permitted Transferee is a Shareholder in the Company, resolutions of the General Meeting of the Company concerning the following matters shall be adopted by a majority vote, which shall require the affirmative vote of Heineken or its Permitted Transferee:
  - 44.1. Adoption of any plan or agreement for the dissolution or liquidation of the Company or any of its Subsidiaries, or the conversion of the legal form of entity of the Company or any Subsidiary;
  - 44.2. Adoption of any plan or agreement for any merger or consolidation or other business combination in which the Company is not the surviving entity or the consequence of which is a change of Control in the Company;
  - 44.3. Any change of the Agreed Dividend Policy of the Company; the Agreed Dividend Policy of the Company is distribution of 50% of the profits of the Company as dividends.
  - 44.4. Any amendment, supplement or modification to the Articles of Association of the Company or any of its Subsidiaries;
45. In addition to the provisions of Article 44 herein, and as long as Heineken or its Permitted Transferee is a Shareholder of the Company, and the Company owns a production license or distribution rights of Heineken Lager in Israel, then resolutions of the General Meeting of the Company concerning the following matters shall be adopted by a majority vote, which shall require the affirmative vote of Heineken or its Permitted Transferee:
  - 45.1. Any transaction (including series of transactions) of the Company or any of its Subsidiaries, including but not limited to, investment of any kind, purchase, sale, lease, disposition, exchange of property, lien, encumbrance, joint venture etc, the financial volume of which exceeds US \$1,250,000, except in the ordinary course of the Company's regular business.
  - 45.2. Purchase or redemption by the Company of any kind of its shares;
  - 45.3. Any material change in the business of the Company or any of its Subsidiaries;
  - 45.4. Any change of the current location of the brewery of the Company in Netanya;
  - 45.5. Approval of an Annual Operational Plan and Budget (as part of the three-year operational plan of the Company) and any update or amendment thereof.
  - 45.6. Any technical assistance and trademark license agreements, except for agreements entered into by the Company following Heineken Group's refusal to supply products of same type on terms acceptable to the Company.
  - 45.7. Appointment of the Company's Auditors and their replacement.

46. The Company shall not be required to hold annual meetings, unless such meeting shall be necessary in order to appoint the Auditors of the Company or if any director or Shareholder shall request such meeting to be held. In the event no annual meeting is held, the Company shall, no later than the date an annual meeting should have been held in accordance with the Companies Law, send a copy of its audited annual financial reports to all Shareholders and provide the Shareholders with a notice in writing detailing the remuneration paid to the Auditors of the Company.
47. For purposes of these Articles of Association, a meeting to appoint the Auditors of the Company (if held) shall be referred to as Annual Meeting and all other meetings shall be referred to as Special Meetings. The provisions of these Articles of Association that refer to General Meetings shall be applicable to both Annual and Special Meetings, unless such provisions refer specifically to Annual or Special meetings.
48. The Board of Directors may, whenever it deems fit, convene a Special Meeting, and special meetings shall also be convened on such request as provided by the Companies Law.

### **PROCEEDINGS AT GENERAL MEETINGS**

49. The Company shall provide the Shareholders a minimum of fourteen (14) days' written notice, exclusive of the day on which the notice is served but inclusive of the day for which notice is given, specifying the place, the day and the hour of the General Meeting and the agenda, and shall provide the Shareholders with a reasonably detailed description of the matters and the proposed resolutions to be discussed at the General Meeting. Such notice shall be given in the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Company in a General Meeting, to such persons as are, under the Articles of Association of the Company, entitled to receive such notices from the Company. No notice of a General Meeting shall be given more than 45 days prior to the date of the meeting.
50. The Shareholders of the Company may waive in writing their right to receive notice of a meeting or may agree in writing to a shortened notice period.
51. The agenda of the General Meeting shall be fixed by the Board of Directors and shall include any matter fit for consideration of the General Meeting that any Shareholder shall wish to include in the agenda. No resolution shall be put to the vote of the General Meeting, unless the matter was duly included in the agenda of the meeting, or unless all Shareholders entitled to receive notice of a General Meeting shall waive such requirement. The General Meetings may be held in Israel or abroad, as shall be determined by the Board of Directors of the Company.
52. A Shareholder, or the duly authorized proxy of such Shareholder, may attend a General Meeting by means of a conference-call, by means of a video-conference, or similar means of telecommunication which ensure that all participating Shareholders are able to hear each other simultaneously and participate in the discussion and voting.

53. Subject to the terms set out below, the Shareholders of the Company shall be allowed to cast their vote on any proposed resolution at a General Meeting by delivery of a written notice. The written notice shall be delivered to the Company at least 12 (twelve) hours prior to the meeting.

53.1. The written notice shall be in a form that shall be approved from time to time by the Secretary of the Company or, in his absence, by the Board of Directors and shall include the matters that are on the agenda for the meeting and the vote cast by the Shareholder with respect to each such matter.

53.2. The written notice shall be signed and dated by the Shareholder. The signature on the written notice shall be authenticated in a manner approved by the Board of Directors.

53.3. The chairman of the meeting may disregard a written notice submitted by the Shareholder that the vote cast pursuant to which is unclear. Such notice shall be voided by the chairman of the meeting and shall not be counted in the voting and for purposes of quorum. Minutes which specify that such written notice was voided for the foregoing reason signed by the chairman of the meeting shall serve as final and conclusive evidence that the notice was duly voided.

53.4. If by good faith error a written notice was voided and/or excluded from the votes at a meeting, it shall not affect any resolutions adopted at such meeting.

53.5. Only valid written notices shall be counted for purposes of voting and quorum.

54. No business shall be transacted at any General Meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business. Save as herein otherwise provided, a quorum shall be formed when one or more Shareholders of the Company, holding together at least forty percent (40%) of the voting power, personally, by proxy, or by written notice, are present. Notwithstanding the foregoing, no quorum shall be formed unless Heineken or any of its Permitted Transferees is present.

55. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the week following at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall take place and the decision shall be taken by the majority of the votes of the Shareholders present at such adjourned meeting even if a quorum specified in Article 54 is not present.

56. The chairman, if any, of the Board of Directors or, if unavailable, any other person nominated for the purpose by the Board of Directors, shall preside as chairman at every General Meeting of the Company.

57. If there is no such chairman, or if at any meeting he is not present within fifteen minutes after the time set for holding the meeting, or is unwilling to act as chairman, the Shareholders present shall choose one of them to be chairman.

58. The chairman may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 21 (twenty one) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
59. A declaration by the chairman of the meeting that a resolution has been adopted, either unanimously or by a particular majority, or has been defeated, and an entry to that effect in the minute book of the proceedings of the Company shall be *prima facie* evidence of the fact, without proof of the number or proportion of the votes recorded in favor of or against that resolution.
60. The voting at any General Meeting shall be carried out in such manner as the chairman shall direct, and the results of the voting shall be regarded as a resolution of the meeting.
61. A vote demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A vote demanded on any other question shall be taken at such time as the chairman of the meeting directs.
62. Subject to the provisions of the Companies Law, a resolution in writing signed by all of the Shareholders of the Company entitled at that time to receive notice of and to attend and vote at any General Meeting (or being corporations, by their duly authorized representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

### **VOTES OF SHAREHOLDERS**

63. Every Shareholder present in person, or by proxy, or that has submitted a valid written notice, shall have one vote for each share of which he is the holder. Shareholders present via means of telecommunications, as set forth in these Articles of Association, shall be deemed present at the meeting for all intents and purposes.
64. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, or by written notice, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose, seniority shall be determined by the order in which the names stand in the Shareholder registry of the Company.
65. A Shareholder of unsound mind, or in respect of whom an order of incompetence has been entered by a court having jurisdiction, may vote, by his nominee, curator, or other person in the nature of a nominee or curator appointed by that court, and any such nominee, curator or other person may vote by proxy or by written notice.
66. No Shareholder shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

67. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing or, if the appointer is a corporation, either under the hand of an officer or attorney so authorized. A person can be a proxy whether he is a Shareholder or not.
68. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a copy of that power or authority duly certified, shall be deposited at the registered office of the Company before the time for holding the meeting at which the person named in the instrument of proxy is to vote; and in default, the instrument of proxy shall not be treated as valid.

69. An instrument appointing a proxy may be in the following form or in any other form which the Board of Directors shall approve:

I \_\_\_\_\_ of \_\_\_\_\_ being a Shareholder of Tempo Beverages Ltd hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my proxy to vote for me and on my behalf at the (annual or special as the case may be) General Meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

70. The General Meeting of the Company shall be held, and all minutes shall be kept, in English.

### **BOARD OF DIRECTORS**

71. The board of directors of the Company shall consist of seven (7) members directors, including two (2) external directors, as the term "external director" defined at the Companies Law 5759-1999".

72. The members of the Board of Directors shall be appointed by the Shareholders. Each Shareholder shall be entitled to appoint such number of directors reflecting, as precisely as possible, its respective holdings in the Means of Control of the Company. The appointment of a director shall become effective as of the date of delivery of written notice thereof by the respective Shareholder to the registered office of the Company, or as of any later date set forth in such notice.

73. A director of the Company need not be a Shareholder of the Company, nor a resident or citizen of the State of Israel.

74. Subject to the provisions of the Companies Law, a director may appoint in writing, at any time, a person to act as a substitute director in his stead at any meeting or meetings of the Board of Directors at which that director is unable to be present. Any person so appointed shall be entitled to exercise all the powers and authorities of the director who appointed him, and shall comply with all the duties imposed on that director.

75. The General Meeting may determine, from time to time, that the directors shall be entitled to remuneration or reimbursement of expenses incurred by them in performing their duties as members of the Board of Directors, and may fix such remuneration or reimbursement of expenses, as the case may be.

### **POWERS AND DUTIES OF DIRECTORS**

76. The business of the Company shall be managed by the Board of Directors, who may exercise all such powers of the Company as are not, by the Companies Law or by the provisions of these Articles of Association, required to be exercised by the Company in a General Meeting, and, as may be prescribed by the Company in a General Meeting, but no action taken by the Company in a General Meeting shall invalidate any prior act of the Board of Directors which would have been valid if that action had not been made.

77. The Board of Directors shall duly comply with the provisions of the Companies Law, and in particular with the provisions with regard to the registration of the particulars of mortgages and charges affecting the property of the Company or created by it, and to keeping a Shareholder registry and to sending to the Registrar of Companies an annual report and notice of any consolidation, or increase of share capital.

78. The Board of Directors shall cause minutes to be entered in books provided for the purposes of recording:

- 78.1. All resolutions and proceedings at all meetings of the Company and of the Board of Directors;
- 78.2. All appointments of officers made by the Board of Directors;
- 78.3. The names of the directors present at each meeting of the Board of Directors.

79. The chairman of the Board of Directors and/or the chairman of the meeting of the Board of Directors, as applicable, shall sign the minutes of each such meeting.

### **VACATION OF OFFICE**

80. The office of a director shall be vacated, if the director:

- 80.1. Is removed from office by written notice of the Shareholder which appointed such director (such removal to be in effect as of its receipt by the Company at its registered office, unless a later date is specified); or
- 80.2. Becomes bankrupt or is subject to liquidation proceedings, as the case may be; or
- 80.3. Is declared incompetent or becomes of unsound mind; or
- 80.4. Notifies the Company of his resignation (such resignation to be in effect as of its receipt by the Company at its registered office, unless a later date is specified).

81. The office of a director shall further be vacated in any other circumstances which under applicable law (including, but not limited to, the Companies Law) require the termination of any director's tenure of office.

### **REPLACEMENT OF DIRECTORS**

82. Appointment of a director whose office is vacated, whether in any of the circumstances referred to in Article 80 above or for any other reason, shall be in accordance with Article 72.

83. A director who has resigned may be re-appointed as provided for in these Articles of Association.

84. Any director appointed according to these Articles of Association shall hold his office until it is vacated in one of the circumstances referred to in Article 80.



## **PROCEEDINGS OF THE BOARD OF DIRECTORS**

85. The directors may meet together for the dispatch of business, adjourn and likewise regulate their meetings, as they think fit, subject to the provisions of these Articles of Association.
86. Meetings of the Board of Directors may be held at any place, in Israel or abroad, as determined by the Board of Directors.
87. The Company shall provide the directors a minimum of fourteen (14) days' written notice, exclusive of the day on which the notice is served but inclusive of the day for which notice is given, specifying the place, the day and the hour of the board meeting and the agenda, and shall provide the directors with a reasonably detailed description of the matters and the proposed resolutions to be discussed at the meeting.

The directors may waive in writing their right to receive notice of a meeting or may agree in writing to a shortened notice period.

No resolution shall be put to the vote of the Board of Directors, unless the matter was duly included in the agenda of the meeting, or unless all the directors have waived such requirement.

88. Subject to the provisions of Articles 89 and 90 below, all other resolutions of the Board of Directors of the Company shall be made by a majority of vote of the directors present at the meeting. In case of an equality of votes, the chairman, shall not have a second or casting vote.
89. Notwithstanding the foregoing, and as long as Heineken or its Permitted Transferee is a Shareholder of the Company, the resolutions of the Board of Directors of the Company concerning the following matters shall be adopted by the Supermajority:
  - 89.1. Adoption of any plan or agreement for the dissolution or liquidation of the Company or any of its Subsidiaries, or the conversion of the legal form of organization of the Company or any Subsidiary;
  - 89.2. Adoption of any plan or agreement for any merger or consolidation or other business combination in which the Company is not the surviving entity or the consequence of which is a Change of Control in the Company;
  - 89.3. Any change of the Agreed Dividend Policy of the Company; the Agreed Dividend Policy of the Company is distribution of 50% of the profits of the Company as dividends.
  - 89.4. Any amendment, supplement or modification to the Articles of Association of the Company or any of its Subsidiaries;
90. In addition to the provisions of Article 89 herein and as long as Heineken or its Permitted Transferee is a Shareholder of the Company, and for as long as the Company owns a production license or distribution rights of Heineken Lager in Israel, resolutions of the Board of Directors of the Company concerning the following matters shall be adopted by the Supermajority:

- 90.1. Any transaction (including series of transactions) of the Company or any of its Subsidiaries, including but not limited to, investment of any kind, purchase, sale, lease, disposition, exchange of property, lien, encumbrance, joint venture etc, the financial volume of which exceeds US \$1,250,000, except in the ordinary course of the Company's regular business.
- 90.2. Purchase or redemption by the Company of any kind of its shares;
- 90.3. Any material change in the business of the Company or any of its Subsidiaries;
- 90.4. Any change of the current location of the brewery of the Company in Netanya;
- 90.5. Approval of the Annual Operational Plan and Budget (as part of the three-year operational plan of the Company), and any update or amendment thereof.
- 90.6. Any technical assistance and trademark license agreements, except for agreements entered into by the Company following Heineken Group's refusal to supply products of same type on terms acceptable to the Company.
- 90.7. Appointment of the Company's Auditors and their replacement.

91. Notwithstanding anything specified in these Articles of Association, any decision to be taken by the Company in the matters specified in this Article 91 below shall be taken by the Company's Board of Directors upon the voting by the Heineken's appointed board members only and any other Board members shall refrain from voting in this respect:

- 91.1. Any decision by the Company with respect to the exercise of the Company's option regarding the construction of offices on Tempo's land in the industrial zone in Netanya, also known as part of plot 36, parcel 7962 (the "**Netanya Land**") or with respect to the Company's relationship with Tempo in this respect;
- 91.2. Any decision by the Company with respect to the division of the Netanya Land between the Company and Tempo.

92. The quorum necessary for the transaction of the business of the Board of Directors shall be at least two (2) directors.

93. A director may attend a meeting of the Board of Directors by means of a conference call, by means of a videoconference, or similar means of telecommunication which ensure that all directors participating at the meeting are able to hear each other simultaneously. Directors attending via such means of telecommunications shall be deemed present at the meeting for all intents and purposes.

94. In the event of any vacancy in their body, the continuing directors may act as a Board of Directors for all intents and purposes, so long as a quorum exists.

95. The directors may elect a chairman of the Board of Directors and replace such chairman from time to time and/or terminate such appointment and/or limit such appointment in time; but, if no such chairman is elected, or if at any meeting the

chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose another director to be chairman of the meeting.

96. Any resolution not made at a meeting of the Board of Directors shall be as valid and effective as if the same had been duly resolved by a meeting of the Board of Directors, if such resolution is made in writing and signed by all the directors holding office at the time, or their substitute directors.
97. All acts done by any meeting of the Board of Directors, or of a committee of the Board of Directors, or by any person acting as a director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such directors or persons acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

### **COMMITTEES OF THE BOARD OF DIRECTORS**

98. Subject to the provisions of the Companies Law, the Board of Directors may delegate any of its powers to committees consisting of one (1) or more members of the Board of Directors as it may deem fit, provided that any such committee shall include at least one (1) director appointed by Heineken or by its Permitted Transferee and provided that any resolutions in the matters which require approval by the Supermajority as set forth in Section 89 hereof shall not be delegated to a committee, unless the committee consists of at least one (1) director appointed by Heineken or its Permitted Transferee who may veto, in his sole and absolute discretion, any decision of such committee.
99. Subject to that stated in Article 98 above, any committees so formed shall, in the exercise of the powers so delegated, conform to any instructions that may be imposed on them by the Board of Directors. Resolutions of such duly authorized committees shall be deemed to be for all intents and purposes resolutions of the Board of Directors.
100. A committee may elect a chairman of its meeting; if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of them to serve as the chairman of the meeting.
101. A committee may meet and adjourn as the Committee's members deem proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and, in case of an equality of votes, the chairman shall not have a second or casting vote.

### **SEAL AND SIGNATORIES**

102. The Board of Directors shall determine from time to time the signatories and the number thereof authorized to sign on behalf of the Company, with or without affixing the Company seal, stamp and the like. The Company seal and/or stamp shall

not be affixed to any document save in the presence of those persons authorized to sign the said document.

## **INSURANCE, WAIVER AND INDEMNIFICATION**

103. Subject to the provisions and requirements of the Companies Law:
  - 103.1. The Company may insure an officer – whether fully or partially – against liabilities incurred in consequence of an act performed by the officer of the Company as such, with regard to any of the following:
    - 103.1.1. Breach of his duty of care to the Company or any other person;
    - 103.1.2. Breach of his fiduciary duty towards the Company, provided he has acted in good faith and had reasonable cause to assume his action would not cause damage to the Company.
    - 103.1.3. Any monetary award granted to a third party.
  - 103.2. The Company may indemnify an officer for any of the following liabilities or expenses incurred by him in consequence of an act which he performed in his capacity as such;
    - 103.2.1. Any monetary award granted to a third person by court order against the officer, including by means of a judgment entered in settlement or compromise or an arbitration decision approved by a court;
    - 103.2.2. Reasonable litigation expenses, including legal fees, incurred by an officer, or awarded by the court in proceedings brought against the officer by the Company or in the Company's name or by any third person or in a criminal indictment from which the officer was acquitted or a criminal indictment whereby the officer was convicted of an offense which does not require proof of *mens rea*;
  - 103.3. The Company may undertake to indemnify an officer in advance for liabilities and/or expenses which have not yet been incurred; provided that such a commitment shall be limited to types of events that in the opinion of the Board of Directors can be foreseen at the time the commitment is made, and to an amount that the Board of Directors deems reasonable, in view of the circumstances. In addition, the Company may indemnify an officer in accordance with the provisions of these Articles of Association after the liabilities and/or expenses have been incurred.
  - 103.4. The Company may release an officer in advance – whether fully or partially – from liability arising from a breach by such officer of his duty of care towards the Company.
  - 103.5. In these Articles of Association, the term “**officers**” shall mean: directors, general manager, marketing manager, production manager, sales and distribution manager, head business manager, a manager directly subordinated to the general managers and any other such holder of office in the Company regardless of his title.

## **RELATED PARTY TRANSACTIONS**

104. Without derogating from the provisions of the Companies Law, the following provisions shall apply in connection to the following transactions:

104.1. Any transaction or agreement of the Company in which Tempo or any of the Group Members has an interest in (including, without limitation, with respect to provision of services by the Company to Tempo or to any of the Group Members) is subject to prior written approval of Heineken or of its Permitted Transferee, or, if brought to the board of directors of the Company, shall be adopted by the Supermajority;

104.2. Any transaction or agreement of the Company in which the Heineken Group has an interest in shall require a prior written approval of Tempo or its Permitted Transferee or, if brought to the board of directors of the Company, shall be adopted by majority of votes, including affirmative vote of at least one director appointed by Tempo.

## **THE MANAGEMENT**

105. The general manager or the joint general managers of the Company (the “**General Manager**”) shall be appointed by the Supermajority. The approval of the terms of employment of the General Manager, including bonuses and KPI setting, will require the Supermajority.

106. The Board of Directors will terminate the employment of the General Manager, following a request of any of the Shareholders, such request to be in the sole discretion of such Shareholder and without having to provide reasoning thereof.

107. The appointment of the chief financial officer, the marketing manager, the production manager, the sales and distribution manager and any other manager reporting directly to the General Manager shall be subject to approval of the Supermajority, which shall also approve the KPI setting and the bonuses associated thereto.

108. The management shall be the head of the executive organization of the Company and shall have full authority to manage and direct its business and affairs, subject to the decisions and guidelines of the Board of Directors.

## **DIVIDENDS AND RESERVE**

109. The Board of Directors shall be authorized to declare and distribute dividends to the Shareholders in accordance with the Agreed Dividend of Policy and subject to the provisions of the Companies Law.

110. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares, but if all shares are fully paid-up or if and so long as nothing is paid up on any of the shares in the Company, dividends shall be declared and paid according to the par value of the shares. No amount paid on a share in advance of calls shall,

while carrying interest, be treated for the purposes of this Article as paid on the share.

111. Notice of any dividend that was declared shall be given in the manner provided for in these Articles of Association. The transfer of shares shall not entitle the transferee to dividends declared prior to the registration of such transfer in the Shareholder registry of the Company.
112. The Company shall not pay interest or any linkage on dividend payments, unless the Board of Directors resolves otherwise.
113. The Company may unlimitedly use any dividends declared, which payment was not demanded, for its needs and it shall not be obligated to deposit those dividends in a trust account or in an interest bearing deposit or in a deposit bearing any return. A dividend of which payment has not been demanded within two (2) years of the date of its declaration shall be forfeited by the Company.
114. A general meeting of the Company may direct that any sums standing to the credit of any of the Company's reserves, including any sums representing part of the Company's undistributed profits, be converted into capital and be distributed between the Shareholders who would have been entitled thereto if distributed by way of dividends, and in the same proportions, on condition that the same be not paid in cash but be applied for the benefit of those Shareholders either in or towards paying up any amounts for the time being unpaid on any shares held by such Shareholders respectively, or paying up in full unissued shares (bonus shares) or debentures of the Company to be allotted, distributed and credited as fully paid up to and amongst such Shareholders in the proportions aforesaid.
115. Bonus shares to be allotted in respect of Ordinary Shares shall be Ordinary Shares.
116. In order to give effect to such resolution as aforesaid, the Board of Directors may resolve any objection or complaint regarding the distribution as it thinks fit and, in particular, it may issue fractional share certificates.
117. If necessary under the Companies Law, the Board of Directors may authorize any person to enter, on behalf of all the Shareholders entitled to the capital fund, into an agreement in accordance with the Companies Law, and any agreement made under such authority shall be effective and binding on all such Shareholders.

## **FINANCIAL REPORTS**

118. The Company shall cause financial reports for each year to be prepared, which shall include a balance sheet as of December 31st (the "**Determinative Date**"), a profit and loss report and any additional reports as shall be necessary from time to time in accordance with acceptable accounting standards (the "**Reports**"). The Auditors shall audit the Reports. The Reports shall be prepared no later than 9 months following the Determinative Date. As long as one of the Shareholders of the Company is a public company the Company shall cause also preparation of reviewed quarterly financial statements.

119. The Reports shall be sent to the Shareholders of the Company pursuant to Article 45.1.
120. The Board of Directors shall, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Shareholders not being directors, and any Shareholder who is not a director shall not have any right to inspect any account or book or document of the Company except as conferred by law or authorized by the Board of Directors.

### **AUDIT**

121. Auditors shall be appointed in accordance with the provisions of the Companies Law and subject to the provisions of Article 45 and 90 herein and their duties shall be regulated in accordance with the Companies Law (the “**Auditors**”).
122. The Auditors shall be appointed at the annual meeting, and their appointment shall be in effect until the annual meeting thereafter. However, the Company may appoint the Auditors for a longer term that shall be no longer than the date upon which the third annual meeting following the meeting in which they were appointed is to be held. The number of consecutive terms an Auditor may serve is not limited.
123. The Board of Directors shall determine the remuneration of the Auditors and, if an annual meeting is being held, shall advise the annual meeting of the details of such remuneration.

### **CONTRIBUTION TO CHARITY**

124. The Board of Directors may, at its discretion, contribute a reasonable amount for a proper charitable cause, even if such contribution is not within its business purposes.

### **WINDING-UP**

125. If the Company is wound up, the surplus assets shall be distributed, taking into account the rights conferred upon any shares issued at such time, among the holders of shares in proportion to the paid up or credited as paid up amount on the nominal value of the shares.
126. Subject to the Company’s consent in a general meeting, the liquidator shall be entitled to give instructions to transfer any asset of the Company to trustees to be held by them in trust for the Shareholders or to distribute any asset in kind among the Shareholders.

### **MISCELLANEOUS**

127. In the event the Company establishes a Subsidiary, the Subsidiary's organizational documents shall be similar, *mutatis mutandis*, to these Articles of Association, as amended.

### **NOTICES**

128. The governing language between the Shareholders shall be English. All notices, reports, statements, balance sheets, minutes of meetings and the like to be prepared and issued under operation of the Company, as well as any auditing, shall be, in addition to requirements under Israeli law, also prepared in the English language. The same applies for any kind of communication in and between the corporate bodies of the Company and between the Company and the Shareholders, unless waived in writing by Heineken or by a board member appointed by it.
129. Any notice by the Company or a Shareholder to be provided under these Articles of Association shall be sent by means of a facsimile to its fax number, or by personal delivery or registered mail to its address, as specified below, and shall be considered as having been delivered to the addressee on the first business day following the date of its transmission by facsimile, if confirmation to this effect has been received, or on the date of delivery if delivered in person, or at the end of seven (7) days after the date of dispatch by registered mail, as stated above, all as the case may be.
130. A notice may be given by the Company to the joint holders of a share by giving notice to the joint holder named first in the Shareholder registry of the Company with respect to the share.
131. Notice of every General Meeting shall be given to -
  - 131.1. Every Shareholder of the Company; and also to
  - 131.2. Every person entitled to a share in consequence of the death or bankruptcy of a Shareholder who, but for his death or bankruptcy, would be entitled to receive notice of the meeting.

## Appendix A

To:  
Tempo Beverages Ltd

Gentlemen,

We hereby confirm that we have reviewed the Articles of Association of Tempo Beverages Ltd (the “**Company**”), the Shareholders Agreement dated as of June 15, 2005 (the “**Shareholders Agreement**”) between Heineken International B.V. (“**Heineken**”) and Tempo Beer Industries Ltd. (“**Tempo**”) in connection with their holdings in the Company, and all other agreements in effect between the Shareholders of the Company, in connection with their shareholdings in the Company (the “**Existing Agreements**”). *[The Existing Agreements will be specified upon actual execution of such undertaking]*

As condition to your approval to the creation of a pledge that \_\_\_\_ [specify the name] (the “**Pledgor**”) intends to create with respect to its holdings in the Company (the “**Pledge**” and the “**Pledged Rights**”), we hereby undertake towards you as follows:

1. We agree to be bound by the provisions of the Articles of Association of the Company, the Shareholders Agreement and the Existing Agreements, and
2. If we realize the Pledge, in whole or in part, such realization shall be subject to the Right of First Refusal and all other rights and provisions set forth in the Articles of Association of the Company, the Shareholders Agreement, and the Existing Agreements, as if a Transfer has been effected by the Pledgor itself, and
3. We shall not be entitled to assign or transfer the Pledge without your prior written consent, and
4. If we decide to realize the Pledge or any part thereof, we undertake that as a condition precedent to such realization, any purchaser of the Pledged Rights shall undertake to be bound by the terms of the Articles of Association of the Company, the Shareholders Agreement, and the Existing Agreements.
5. All terms not herein defined shall have the meanings ascribed to them in the Articles of Association of the Company.

Respectfully Yours,