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..... Allen + Overy
ALLEN & OVERY

DATED: 11-4-95

Deed of Transfer of Shares
by Brunei Investment Agency
to The Dorchester Limited

PASSED FOR FILING

The undersigned:

1. Brunei Investment Agency, a Brunei governmental agency, with corporate seat and address at Bandar Seri Begawan, Negara Brunei Darussalam - hereinafter referred to as: "BIA";
2. The Dorchester Limited, a company organised under the laws of England with registered office and address at Dorchester Hotel, 53 Park Lane, London W1A 2HG - hereinafter referred to as: "TDL";
3. Yvomante Corporation N.V., a company organised under the laws of the Netherlands Antilles, with corporate seat at Curaçao, for the purpose hereof acting as liquidator of Ranmore Corporation N.V. in liquidation, a company organised under the laws of the Netherlands Antilles, in the process of being liquidated, with corporate seat at Curaçao and address at 6JB Gorsiraweg, Curaçao, hereinafter referred to as: "the Company", and in that capacity representing the Company.

WHEREAS

- BIA is the beneficial owner of all of the issued and outstanding shares in the share capital of TDL;
- BIA is the [registered holder and] beneficial owner of six thousand non-cumulative five percent (5%) preference shares A, with a par value of one US dollar (\$ 1.—), numbered A1 up to and including A6,000 in the share capital of the company - (hereinafter called: "the Shares") being the whole of the issued and outstanding shares in the share capital of the Company;
- BIA has resolved to transfer the Shares and all its beneficial interest therein to TDL as a contribution to the capital of TDL.



NOW THIS DEED WITNESSETH that:

1. BIA HEREBY TRANSFERS and ASSIGNS the Shares and all its beneficial interest in the Shares to TDL as a contribution to the capital of TDL, and TDL agrees to accept such transfer and assignment from BIA and to accept the ownership of the Shares.
2. There are no transfer restrictions with respect to the Shares in the articles of association of the Company to prevent the transfer herein contained.
3. Yvomante Corporation N.V. acknowledges and consents to the aforesaid transfer of ownership on behalf of the Company.
4. This agreement shall be governed by and construed according to the laws of the Netherlands Antilles.

Signed at _____ on _____, 1995



PC:34994.1