

Draft Resolutions of the Extraordinary General Meeting

of the Shareholders of the Société Anonyme

MYTILINEOS HOLDINGS S.A. (the "Company")

of 10.12.2018

General Commercial Register (GEMI) No.: 757001000

Item 1^o: Granting of special permission – approval by the shareholders' general assembly in accordance with the provisions of article 23a §§2-3 of Codified Law 2190/1920 to conclude agreements for the lease and provision for facilities services relating to offices belonging to a related party as defined in §5 of the same article

The Company is interested in leasing offices along with facilities services in a modern newly established building ("**Building B**") just completed within the same plot as the existing building ("**Building A**") at 8 Artemidos street, in the City of Amaroussio, Attica Prefecture, for which (i.e. Building A) there are existing agreements in place for lease and provision of facilities services with the owner company "ELIA SOCIETE ANONYME AGRICULTURAL, COMMERCIAL, MANUFACTURING, REAL ESTATE EXPLOITATION AND ELECTRICITY PRODUCTION COMPANY" (hereinafter the "**Lessor**"). Given that the Lessor is a related party pursuant to the definitions of article 23a of the codified law (c.l.) 2190/1920, as the majority of its shares belong to Mr. Ioannis Mytilinaios, the special permission -approval in accordance with the provisions of article 23a §§2-3 of c.l. 2190/1920 is requested in order to conclude the (a) lease agreement and (b) agreement for the provision of facilities services, both relating to Building B, with the Lessor as counterparty.

By leasing Building B, the Company aims to best serve its needs by consolidating the majority of its employees and key support functions within the same plot, specifically at Buildings A and B at 8 Artemidos street, in the City of Amaroussio. Such an arrangement will benefit from economies of scale and efficiencies, ensuring a more streamlined central function and the optimization of the Company's operational needs. From now on, the Company's key functions will be from now on concentrated to ensure the best and most efficient operation within the same location and near the historical offices of the Company at 5-7 Patroklou street.

It is noted to the represented shareholders that valuation for the fair value of the lease of Building B, including the cost for facilities services, was conducted by two external valuers, Certified Valuator Ioannis Alexopoulos and AXIES SA and ATRIA SA, members of the international partner network of CBRE. The said valuations were made by correlating comparative data. Copies of said valuation reports have been made available to the shareholders. Based on the aforementioned valuations, the fair monthly lease value of Building B including facilities costs, according to the valuation of the Certified Valuator Ioannis Alexopoulos amounts to a total of four hundred twenty five thousand (425,000) EUR, and according to the valuation of the companies AXIES SA and ATRIA SA, members of the international partner network of CBRE amounts to a total of three hundred seventy thousand (370,000) EUR. In accordance with the findings of the aforementioned valuations, the Company intends to pay to the Lessor the amount of two hundred fifty thousand (250,000) EUR per month as lease for the lease of spaces in Building B and the amount of one hundred thirty thousand (130,000) EUR per month as fees for the provision of facilities services.

Further, the basic terms of the agreements for lease and provision of facilities services have been made available to the shareholders, as follows:

Commercial Lease Agreement

- (1) **Leased Property:** Building B, of a total surface of 20.503m², of excellent construction quality, high architectural aesthetics and functionality, with technical and technological networks of high standards for the minimization of energy consumption and the maximization of performance, in the process of certification according to LEED for New Construction & Major Renovation, fully furnished with full and adequate office and professional support equipment (including, indicatively desks, chairs, dividers, libraries, printers, copiers, lightening units, etc.), which consists of: a) first (A) basement, which includes parking spaces, storage rooms and other spaces of public use, of a total surface of 5.090,00m², b) second (B) basement, which includes parking spaces, storage rooms and other spaces of public use, of a total surface of 4.890,00 m², c) third (C) basement, which includes parking spaces, storage rooms and other spaces of public use, of a total surface of 4.890,00m², d) basement, which includes offices spaces, meeting rooms, conference room, and other ancillary and public use spaces of a total surface of 1.665,00m², as well as an independent restaurant space, which is fully equipped and ready to operate of 415,00m², e) first (A) floor above the basement, which includes office spaces, meeting rooms and other ancillary and public use spaces, of a total surface of 1.200,00m², f) second (B) floor above the basement, which includes office spaces, meeting rooms and other ancillary and public use spaces, of a total surface of 1.670,00m², and g) third (C) floor above the basement, which includes office spaces, meeting rooms and other ancillary and public use spaces, of a total surface of 645,00m², in addition to the external surrounding area of Building B, of a total surface of 1.620,00m².
- (2) **Rental:** The monthly rental is agreed at the amount of two hundred and fifty thousand (250,000) Euro for the first contractual year, plus VAT amounting to 24% on the date hereof, which is paid along with the rental. The rental shall be adjusted annually according to the Consumer Price Index (CPI) announced by the Hellenic Statistical Authority plus 2bps (CPI + 2). The adjustment shall be calculated on the rental paid for the year which precedes the adjustment.
- (3) **Guarantee:** As security for the punctual performance of the terms and conditions of the lease agreement the Lessee shall pay to the Lessor the total amount of five hundred thousand (500,000) Euro, the equivalent of two (2) monthly rentals.
- (4) **Term:** Eight (8) years from the delivery of the Leased Property, with an extension right for four (4) additional years, to be exercised by a written notice of the Lessee to the Lessor at least six (6) months before the end of the initial term.
- (5) **Right of First Refusal to a new lease agreement:** At the end of the lease term or of any extension thereof according to the aforementioned, the Lessee shall have a right of first refusal in relation to any new lease agreement with any third party with the same terms, taking into account the prevailing market conditions at the time, and the principles of good faith and moral standards.

Agreement for the provision of housing (office) services

- (1) **Description of the services:** The Lessor undertakes to provide the following services:
 - Keep in an appropriate condition all spaces of public use, lavatories, storage rooms, loading spaces, stairs, elevators and fire exits.

- Keep in an appropriate condition all meeting rooms, the conference room/auditorium, the restaurant, canteen, ground and open parking spaces and green areas.
- Maintenance of all building facilities, so that Building B has always the best possible look and functionality.
- Maintenance of the furniture and of the office and professional equipment for work support in Building B.
- Immediate replacement of the furniture units as well as of the office and professional equipment for work support in Building B in case of damage.
- 24hours' security of public spaces through guards but also through a closed TV circuit (cctv) and through an alarm system in special areas.
- Cleaning services for all (public and private use) areas of Building B.
- Loudspeaker installation through which announcements shall be transmitted within Building B according to the Lessee's judgment.
- Central control system of all areas of public use.
- General internal and external lightning of all (public and private use) areas.
- Provision of secretarial support in terms of the supervision and management of Building B and especially management personnel, operation managers, technicians, secretaries, personnel at the points for information of visitors etc.
- Central air conditioning system for heating/cooling of all spaces.
- Computer network infrastructure and IT support systems.

In addition to the aforementioned, the Lessor shall undertake to cover the common expenses of Building B, i.e. among others operation expenses, cleaning, maintenance expenses and expenses for the restoration of installations and equipment of Building B, including without limitation the following services:

- Expenditure relating to access routes, green areas and other outdoor spaces and external lightning;
- Expenditure for restoration and maintenance of public use spaces, such as entrances, glass roofs, metallic and glass parts of external surfaces, corridors, WCs and hygiene spaces, stairs, elevators, fire fighting system which is not installed within Building B;
- Expenditure relating to the provision of electricity, garbage collection, provision of water and sewage services, including municipalities fees. Such expenditure includes amounts for consumption of water in public use areas and gardens and areas used by employees of the Lessee (e.g. WCs and lavatories);
- Expenditure for the supervision and management of Building B, including the personnel required for such and more specifically the costs for management personnel, operating managers, technicians, secretaries, staff for visitors' information points etc;
- Expenditure for any changes to the existing common installations following structural changes to Building B;
- Expenditure for any kind of marking signs, illuminated signs and labels, inside and outside Building B;
- Expenditure for the call center, loudspeakers and the means of communication where appropriate, visitors' information points and first aid area;
- Expenditure for all the public charges of Building B, such as indicatively taxes, fees (including municipal taxes), contributions as well as insurance costs for the Company against Third Party Liability;

- Expenditure for the security of Building B;
 - Expenditure for water drainage, to the extent that the Company participates in it, and for disinfection;
 - Expenditure for air-conditioning of Building B and, in particular, for the operation, cleaning, maintenance and repair of the central air-conditioning systems installed by the Party for the leased areas, common spaces and common systems and installations;
 - Expenditure for operation, cleaning, care, maintenance and repair of all electromechanical installation supporting the proper function of all spaces of Building B.
- (2) **Fees:** In exchange for the provision of the aforementioned services the Company shall pay to the Lessor as monthly Fees the total amount of one hundred thirty thousand (130,000) EUR. The fees shall be adjusted annually according to the Consumer Price Index (CPI) announced by the Hellenic Statistical Authority plus 2bps (CPI + 2). The adjustment shall be calculated on the Fees paid for the year which precedes the adjustment.
- (3) **Guarantee/penalty:** As security for the punctual performance of the terms and conditions of the agreement on behalf of the Company, the latter shall pay to the Lessor the total amount of two hundred sixty thousand (260,000) EUR, equivalent to two (2) months of such Fee. In case the Company delays or fails to perform its contractual obligations, the Lessor shall be entitled, at its option and sole discretion, instead of terminating the agreement pursuant to the terms thereof, to forfeit the guarantee for an amount equal to the amount due by giving prior notice of ten (10) calendar days to the Company in case the Company delays in complying with any of its contractual obligations.
- (4) **Term:** Eight (8) years from the delivery of the Leased Property, with an extension right for four (4) additional years, to be exercised by a written notice of the Lessee to the Lessor at least six (6) months before the end of the initial term.
- (5) **Reasons for termination:** In case of breach by any of the parties of any legal or contractual obligation, as well as in case of bankruptcy of any of the parties, the non - affected party shall be entitled to terminate the agreement immediately. Further, either party may terminate the agreement for good reason.
- (6) **Right of First Refusal in case of sale of Building B:** In case the Lessor intends to sell and transfer Building B (plot, installations etc), the Company shall have a right of first refusal in relation to its sale.

The Extraordinary Shareholders' General Assembly, having considered that:

- Transparency, accuracy and fairness with respect to the Company's transactions with a related party is ensured, and
- The consideration for the aforementioned agreements for lease and housing services, according also to the valuations of the Certified Valuator Ioannis Alexopoulos and the companies AXIES SA and ATRIA SA, members of the international partner network of CBRE, is found to be fair compared to what such would have been if the transaction was made with another person under the circumstances prevailing at the time of the transaction,

following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, approved by an absolute majority / unanimous vote according to the provisions of paragraphs 2 and 3 of article 23a of c.l. 2190/1920, the conclusion on one hand of the lease agreement and on the other hand the conclusion of the agreement for the provision of facilities services, with the company "ELIA SOCIETE ANONYME AGRICULTURAL,

COMMERCIAL, MANUFACTURING, REAL ESTATE EXPLOITATION AND ELECTRICITY PRODUCTION COMPANY" (distinctive title "ELIA") on the basic terms as stated above and authorize the board of directors of the Company to act everything necessary to implement this resolution.

Item 2°: Amendment of article 3 "Registered office" of the Company's articles of association to transfer the registered office of the Company from 5-7 Patroklou to 8 Artemidos str., in Municipality of Amaroussio, Attica Prefecture

Further to the resolution on the first item of the agenda, the Extraordinary General Assembly, in accordance with respective suggestion by the Chairman and deliberation, following a vote in conformity with the law, with valid votes, corresponding to ...% of the paid-up share capital with voting rights, approved by an absolute majority / unanimous vote the amendment of article 3 "Registered Office" of the articles of association relating to the transfer of the Company's registered office from 5-7 Patroklou to 8 Artemidos St., in the Municipality of Amaroussio, Attica Prefecture, Greece.

Article 3 of the articles of association shall read as follows:

«Article 3
Registered office

The registered office of the company is in the City of Maroussi, at 8 Artemidos Street; the company may establish branches or agencies anywhere in Greece or abroad.»

The Board of Directors of the Company is further authorized to act everything necessary to implement this resolution and formulated the Company's articles of associations in a single text.