

Enforceable copy: Mr. REPIQUET,
President of the Bar – (JEANTET Law Firm)
Copy to the claimants: 4
Copy to the defendants: 2

[BAR CODE]

COMMERCIAL COURT OF PARIS

PROVISIONAL ORDER RENDERED ON MONDAY 2/16/2015

BY MR. LUC DE BASQUIAT, PRESIDENT,

**ASSISTED BY MRS. BEATRICE DELAPLACE, COURT CLERK,
through filing at the court registry**

Docket No. 2015000241
2/5/2015

BETWEEN:

- 1) Mr. Ibrahim FADLALLAH, 61 rue la Boétie 75008 Paris
 - 2) Mr. Juan Antonio CREMADES, 10 calle Antonio Maura 28001 Madrid (Spain)
 - 3) Mr. Eric TEYNIER, 56 rue de Londres 75008 Paris
- Claimants: assisted by Edgar VINCENSINI, Esq. (B496)

AND:

SAS GETMA – INTERNATIONAL, Siren No. 350701272, headquartered at 40 avenue George B 75008 Paris
Defendant: assisted by Yves REPIQUET, Esq., President of the Bar – (JEANTET Law Firm) (T04)

For the reasons cited in its originating process dated January 8, 2015, served to an authorized person, to which it will be necessary to refer concerning the presentation of the factual and legal grounds, Messrs. Ibrahim FADLALLAH, Juan Antonio CREMADES and Eric TEYNIER ask us to:

In view of article 873, paragraph 2 of the Code of Civil Procedure,

In view of the urgency,

Sentence GETMA International to pay as advance the following sums:

- to Professor Ibrahim FADLALLAH: €108,000, taxes included
- to Juan Antonio CREMADES, Esq.: €81,000, taxes included
- to Eric TEYNIER, Esq.: €81,000, taxes included

Sentence GETMA International to pay the claimants the sum of €5,000.00 pursuant to Article 700 of the Code of Civil Procedure;

Sentence it to pay court costs and expenses,

By pleadings filed and maintained orally during the hearing held on February 5, 2015, SAS GETMA-INTERNATIONAL, asks us to:

In view of articles 9 and 873 of the Code of Civil Procedure, In view of article 1202 of the Civil Code,

In view of the evidence produced during the proceedings, particularly the arbitration award dated April 29, 2014,

Establish the existence of a division of the arbitration expenses and fees between the parties to the arbitration, Getma International, on the one hand, and the Republic of Guinea, on the other;

Establish that Getma International has paid all of the share of the arbitrators' expenses and fees and the operating expenses of the arbitration tribunal it owes in execution of the arbitral award rendered on April 29, 2014 in CCJA arbitration proceedings No. 001/2011/ARB.

COMMERCIAL COURT OF PARIS
ORDER OF MONDAY, 2/16/2015

DOCKET NO.: 2015000241

Therefore, Find that there was no joint and several liability between the parties in view of the payment of the claimants' fees;

Find that Getma International no longer owes any sum to any of the claimants;

Find that Getma International therefore cites a serious objection.

Therefore, purely and simply dismiss the request for provisional payment made against Getma International by Messrs. Ibrahim Fadlallah, Juan Antonio Cremades and Eric Teynier;

Sentence Messrs. Ibrahim Fadlallah, Juan Antonio Cremades and Eric Teynier jointly and severally to each pay Getma International the sum of 10,000 euros pursuant to the provisions of article 700 of the Code of Civil Procedure;

Sentence Messrs. Ibrahim Fadlallah, Juan Antonio Cremades and Eric Teynier jointly and severally to pay all the costs of the proceedings.

By pleadings in response filed and maintained orally during the hearing held on February 5, 2015, which constitute their last written submissions, Messrs. Ibrahim FADLALLAH, Juan Antonio CREMADES and Eric TEYNIER ask us to:

In view of Article 873, paragraph 2 of the Code of Civil Procedure, In view of the urgency,

Sentence GETMA International to pay as advance the following sums:

- to Professor Ibrahim FADLALLAH: €108,000, taxes included - to Juan Antonio CREMADES, Esq.: €81,000, taxes included - to Eric TEYNIER, Esq.: €81,000, taxes included;

Sentence GETMA International to pay the claimants the sum of €5,000.00 pursuant to article 700 of the Code of Civil Procedure;

Sentence it to pay court costs and expenses,

After hearing the explanations and remarks of the parties' attorneys, we rendered our order by filing it at the court registry on MONDAY, 2/16/2015.

WHEREUPON

We find that GETMA INTERNATIONAL and the Republic of Guinea signed a container terminal concession agreement for the Port of Conakry on September 22, 2008;

The concession was terminated by decree dated March 8, 2011, the State of Guinea deciding to award this concession to Bolloré Africa Logistics;

GETMA INTERNATIONAL then commenced arbitration proceedings, appointing as arbitrator Juan Antonio CREMADES, Esq. The Republic of Guinea appointed Eric Teynier, Esq. and the two arbitrators appointed Professor Ibrahim Fadlallah president of the arbitration tribunal;

The arbitration agreement signed by the parties and the arbitration tribunal set the fees for the entire arbitration tribunal.

We find that the Republic of Guinea indicated its refusal to pay its share and that in the absence of any payment by the Republic of Guinea, the claimants maintain that GETMA is required to pay the share of the Republic of Guinea pursuant to an "established customary practice" in international arbitration, according to which a party is jointly and severally liable for payment of the share of the arbitrators' fees incumbent on the other party who does not comply;

COMMERCIAL COURT OF PARIS
ORDER OF MONDAY, 2/16/2015

DOCKET NO.: 2015000241

We find that GETMA paid the portion of the fees incumbent on it, which is not contested, but contests both the alleged customary practice and joint and several liability, since, according to it, the operative provisions of the arbitral award rendered on April 29, 2014 excluded any joint and several liability between the parties concerning the payment of the arbitrators' fees.

We find that the arguments thus presented establish the existence of a serious challenge concerning whether or not joint and several liability exists between the parties concerning payment of the fees owed to the arbitrators pursuant to a "customary practice" in international arbitration and concerning the interpretation of the arbitral award rendered on April 29, 2014 on this point; Whereas the challenge raised rules out the competence of the judge of the summary proceedings.

Therefore, I find that there are no grounds for a provisional order.

Concerning Article 700 CPC:

Fairness does not dictate an application of the provisions of article 700 CPC in this case.

ON THESE GROUNDS

Ruling by **ORDER RENDERED FOLLOWING ADVERSARIAL PROCEEDINGS AND OPEN TO APPEAL**

Rule that there are no grounds for a provisional order or for application of article 700 CPC;

Sentence Messrs. Ibrahim FADLALLAH, Juan Antonio CREMADES and Eric TEYNIER to pay all costs of the proceedings, including those to be collected by the court registry set at the sum of €88.37, taxes included, including VAT in the amount of €14.51.

Find that this decision is automatically provisionally enforceable pursuant to article 489 CPC.

The original of the order is signed by Mr. Luc de Basquiat, president, and Mrs. Béatrice Delaplace, clerk.

[Signatures]

LanguageWorks
1123 Broadway
New York, NY 10010
Tel. 212 447 6060
Fax 212 447 6257

LanguageWorks

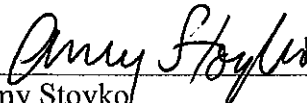
STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss

CERTIFICATION

This is to certify that the attached, to the best of my knowledge and belief, are true and accurate translations into English of:

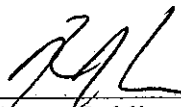
- 2312 2014 Piece D45
- 29012015 CCJA Discours markup
- 16 09 2013 2013 09 16 GetmaOhada
- 19 05 2014 Lettre Orrick à la CCJA
- 24 06 2013 Lettre à Fadlallah honoraires
- 2015.03.02 Declaration of Laurent Jaeger - Exhibit 41
- Getma_c_Guinée_Plaidoiries_2013.07.08_V1
- Re dossier 0012011ARB du 10 mai 2011
- RE Getma International c République de Guinée (aff n0012011ARB); Honoraires Tribunal Arbitral transcript audience (version initiale)
- Transcript audience
- 01 08 2013 Décision Honoraires arb - aff 001.2011
- 03 10 2013 décision 096-001.2011.ARB sur les honoraires
- 05 11 2013 lettre au Tribunal arbitral
- 06 09 2013 lettre à la CCJA
- 12 08 2013 sur décisions du 01.08.13
- 04 02 2015 Concl en replique demandeurs
- 16 02 2015 Ordonnance refere 16 02 2015
- 0801 2015 assignation en referee

completed on April 10, 2015, originally written in French.



Amy Stoykol
Co-Director of Production
LanguageWorks

Sworn to and subscribed before me,
This 10th day of April, 2015.



Notary Public