RESOLUTION NO. [●]
of the General Shareholders Meeting of Globe Trade Centre
Spółka Akcyjna of November 16, 2010

on granting consent to the granting of remuneration and virtual stock options to a Supervisory Board Member

§ 1

Pursuant to Art. 392.1 of the Commercial Companies Code, we hereby grant the Chairman of the Supervisory Board, Mr Eli Alroy (the **"Beneficiary"**) the right to remuneration as specified below:

1 Remuneration for advisory services (the **"Remuneration"**) concerning the business activities of GTC and its subsidiary undertakings in the period from January 1, 2011 to December 31, 2013, in the amount of EUR 35,000 per month.

2 In connection with prolongation of the Beneficiary services until December 31, 2013 the Company will pay the Beneficiary an extension bonus (the "**Extension Bonus**") in the following manner:

2.1 Eur 1,200,000 payable on January 1, 2011;

2.2 Eur 300,000 payable on the last day of each calendar quarter in the period commencing on January 1, 2012 and finishing on December 31, 2013.

3 GTC shall pay the Beneficiary an annual bonus ("**Bonus**") equal to the percentage values calculated on the basis of the consolidated financial statements of GTC prepared in accordance with the IFRS;

3.1 2% of the annual profit before tax, excluding (i) any gains from revaluation of long-term investment property included in profit before tax, (ii) any gains from the sale of long-term investment property included in profit before tax, net of the effect of any minority interests on the gains. The gains will be reduced by any losses incurred as of January 1, 2011, calculated on the same basis (however, the gains will not be reduced if the losses are deducted when calculating the Bonus).

3.2 2.0% of net increase (after tax) in the value of any long-term investment property sold in a given year, calculated as the difference between the net proceeds from the sale and the total cost (for the removal of doubts not including revaluations) of sold assets, excluding the impact of minority interests on the foregoing. The increase will be reduced by any potential negative differences between the value of capital assets sold after January 1, 2011 and the total cost calculated on the same basis (however, the increase will not be reduced if the differences are deducted when calculating the Bonus). If GTC's financial statements for a given year include comparable data from financial statements for previous years, the income statement for a given year shall be adjusted for the purpose of calculating the Bonus so as to include any newly realised profits and losses of previous years, as established on the basis of the comparable data.

The Bonus shall be paid for the period from January 1, 2011 to December 31, 2013 or at the end of the calendar quarter in which the Agreement is terminated.

4 The Beneficiary shall be entitled to the following new Phantom Payments (as defined in Par. 8) based on the right to 2,992,000 Phantom Shares in the period between January 1, 2011 and December 31, 2013 (the **"Period"**) vesting in the following tranches:

4.1 First tranche of 1,000,000 Phantom Shares shall vest on January 1, 2011;

4.2 Monthly tranches of 83,000 Phantom Shares vesting on the last day of each month commencing on January 1, 2012 and finishing on December 31, 2013.

5 In the event of termination of the Service Agreement dated May 19, 1998 (as amended) between GTC and the Beneficiary's subsidiary undertaking or the agreement that shall replace such Service Agreement ("**Service Agreement**"), for reasons other than Good Reason, the Beneficiary shall be entitled to all Phantom Shares, both vested and non-vested.

6 In the event of termination of the Service Agreement by the Beneficiary following Change of Control, the Beneficiary shall be entitled to all vested Phantom Shares and all Phantom Shares scheduled to vest during the 12 months following termination.

7 In the event of split of GTC shares, the Phantom Shares and the exercise price specified in B below, shall be split as appropriate, and if the share capital is increased, the number of Phantom Shares and the exercise price specified in B below shall be increased proportionally.

8 The Beneficiary may exercise the rights attached to its vested Phantom Shares on multiple occasions in the period from January 1, 2011 to December 31, 2014. Upon exercise of the rights attached to the Phantom Shares, the Beneficiary shall be entitled to phantom payments ("**Phantom Payments**") calculated in accordance with the following formula:

$P = Z * (A-B)$

where:

P	-	Phantom Payment in PLN;
Z	-	the number of Phantom Shares the rights attached to which are exercised by the Beneficiary;
A	-	the average closing price of GTC shares at the Warsaw Stock Exchange in the period of 30 days before serving on the Company a notice of exercise of the rights, and
B	-	PLN 22 less the per-share value of all dividends paid by GTC to its shareholders between the date of the phantom option agreement and the date of serving the notice on exercise of the rights.

9 As an alternative to Phantom Payments, GTC may deliver to the Beneficiary a number of GTC shares equal to the amount of Phantom Payment divided by the average closing price of GTC shares at the Warsaw Stock Exchange in the period of 30 days before serving on the Company the notice of exercise of the rights, less PLN 0.1. The issue price of such shares shall be PLN 0.1 per share.

10 The Beneficiary shall be entitled to the following payments in the following situations:

10.1 Upon termination of the Service Agreement by the Company for reason other than Good Reason the Beneficiary shall receive Remuneration and Extension Bonus until Dec. 31, 2013 and an additional payment amounting to 75% of the Bonus for the first four full calendar quarters following the termination of the Agreement and to 50% of the Bonus for the fifth to eighth full calendar quarters subsequent to the termination of the Agreement.

10.2 Upon termination of the Service Agreement by the Beneficiary following the Change of Control in the Company, the Beneficiary shall receive the Remuneration and Extension Bonus due until the earlier of: (a) 12 months following the termination or (b) Dec. 31, 2013 and an additional payment amounting to 75% of the Bonus for the first four full calendar quarters following the termination of the Agreement and to 50% of the Bonus for the fifth to eighth full calendar quarters subsequent to the termination of the Agreement.

11 Additionally if the termination described in point 10.1 above or 10.2 ("**Termination**") will happen the Beneficiary shall receive additionally an amount equivalent to:

11.1 12 months Remuneration if Termination happens during 2011;

11.2 6 months Remuneration if Termination happens during 2012;

11.3 3 months Remuneration if Termination happens during 2013.

12 All other benefits as per current contracts shall be extended.

§ 2

We hereby authorize the Management Board of GTC to execute with the Beneficiary one or more agreements ("**Agreement**") specifying in detail the above terms and conditions and defining, in particular, change of control over GTC ("**Change of Control**") and termination of the Agreements by GTC for a good reasons ("**Good Reason**"). Subject to all conditions above the Agreement shall provide that following January 1, 2012 either party shall be entitled to terminate it upon 3 months notice. Any provisions of this Resolution and the rights granted to the Beneficiary hereunder may be granted, at the Beneficiary's discretion, not to the Beneficiary personally but to the company controlled by him and may be exercised by that company.