

**COMPANIES (JERSEY) LAW 1991**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**Invinity Energy Systems plc**

- 1 The name of the company is Invinity Energy Systems plc (the "**Company**").
- 2 The share capital of the Company is €60,000,000 divided into 120,000,000 shares of €0.50 par value each.
- 3 The liability of a member arising from his holding of a share in the Company is limited to the amount (if any) unpaid on it.
- 4 The Company is a public company.
- 5 The Company is a par value company.
- 6 The Company shall have unrestricted corporate capacity.

**COMPANIES (JERSEY) LAW 1991 (the "Law")**

ARTICLES OF ASSOCIATION

OF

INVINITY ENERGY SYSTEMS PLC

a par value limited company

**1 INTERPRETATION**

1.1 In these Articles, unless the context or law otherwise requires, the following words and expressions shall have the meanings respectively assigned to them below:

- 1.1.1 **"Annual General Meeting"** has the meaning ascribed to it in Article 13.2;
- 1.1.2 **"these Articles"** means these Articles of Association in their present form or as from time to time amended;
- 1.1.3 **"Auditors"** means the auditors of the Company appointed pursuant to these Articles;
- 1.1.4 **"Bankrupt"** has the meaning ascribed to it in the Interpretation (Jersey) Law, 1954;
- 1.1.5 **"British Isles"** means the United Kingdom, Jersey, Guernsey and the Isle of Man;
- 1.1.6 **"CA85"** means the Companies Act 1985 (as amended) of the United Kingdom;
- 1.1.7 **"Certificated Share"** means a share in the capital of the Company that is not an Uncertificated Share;
- 1.1.8 **"Clear Days"** means in relation to the period of a Notice that period excluding the day when the Notice is served or deemed to be served and the day for which it is given or on which it is to take effect;
- 1.1.9 **"Company"** means the company incorporated under the Law in respect of which these Articles have been registered;
- 1.1.10 **"Depository"** means a custodian or other Person (or a nominee for such custodian or other Person) appointed under contractual arrangements with the Company or other arrangements approved by the board of Directors whereby such custodian or other Person or nominee holds or is interested in shares of the Company or rights or interests in shares of the Company and issues securities or other documents of title or otherwise evidencing the entitlement of the holder thereof to or to receive such shares, rights or interests, provided and to the extent that such arrangements have been approved by the board of Directors for the purpose of these Articles, and shall include, where approved by the board of Directors, the trustees (acting in their capacity as such) of any employees' share scheme established by the Company or any other scheme or arrangement principally for the benefit of employees or those in the service of the Company and/or its subsidiaries or their respective businesses and the

managers (acting in their capacity as such) of any investment or savings plan, which in each case the board of Directors has approved

- 1.1.11 “**Directors**” means the directors of the Company for the time being;
- 1.1.12 “**Electronic Communication**” has the meaning given in the Electronic Communications (Jersey) Law 2000;
- 1.1.13 “**Extraordinary General Meeting**” has the meaning ascribed to it in Article 13.2;
- 1.1.14 “**Holder**” means in relation to shares the Member whose name is entered in the Register as the holder of the shares;
- 1.1.15 “**the Law**” means the Companies (Jersey) Law 1991 and any subsidiary legislation from time to time made thereunder, including any statutory modifications or re- enactments for the time being in force (including, without limitation, the Regulations);
- 1.1.16 “**London Stock Exchange**” means London Stock Exchange pic or other principal stock exchange in the United Kingdom for the time being;
- 1.1.17 “**Member**” means the subscribers to the Memorandum of Association of the Company and any other Person whose name is entered in the Register as the holder of shares in the Company;
- 1.1.18 “**Month**” means calendar month;
- 1.1.19 “**Notice**” means a notice in Writing unless otherwise specifically stated;
- 1.1.20 “**Office**” means the registered office of the Company;
- 1.1.21 “**Officer**” includes a Secretary but otherwise has the meaning ascribed to it in the Law;
- 1.1.22 “**Ordinary Resolution**” means a resolution of the Company in general meeting adopted by a simple majority of the votes cast at that meeting;
- 1.1.23 “**Paid Up**” includes credited as paid up;
- 1.1.24 “**participating security**” has the meaning given in the Regulations;
- 1.1.25 “**Persons**” includes associations and bodies of persons, whether corporate or unincorporate;
- 1.1.26 “**Present**” in relation to general meetings of the Company and to meetings of the Holders of any class of shares includes present by attorney or by proxy or in the case of a corporate shareholder by representative;
- 1.1.27 “**Register**” means the register of members required to be kept pursuant to Article 41 of the Law;
- 1.1.28 “**Regulations**” means the Companies (Uncertificated Securities) (Jersey) Order 1999 including any modification thereof and rules made thereunder or

any orders or regulations in substitution therefor made under Article 51A of the Law for the time being in force;

- 1.1.29 “**Relevant System**” means a system for the evidencing of title and transferring of title to uncertificated securities within the Regulations;
  - 1.1.30 “**Seal**” means the common seal of the Company;
  - 1.1.31 “**Secretary**” means any Person appointed to perform any of the duties of secretary of the Company (including an assistant or deputy secretary) and in the event of two or more Persons being appointed as joint secretaries any one or more of the Persons so appointed;
  - 1.1.32 “**Signed**” includes a signature or representation of a signature affixed by mechanical or other means and where a document is to be signed by a company, an association or a body of Persons the word “**Signed**” shall be construed as including the signature of a duly authorised representative on its behalf as well as any other means by which it would normally execute the document;
  - 1.1.33 “**Special Resolution**” means a resolution of the Company passed as a special resolution in accordance with the Law;
  - 1.1.34 “**Uncertificated Share**” means a share in the capital of the Company which is recorded on the Register as being held in uncertificated form and title to which may be transferred by means of a Relevant System;
  - 1.1.35 “**United Kingdom**” or “**UK**” means Great Britain and Northern Ireland; and
  - 1.1.36 “**in Writing**” includes written, printed, telexed, electronically transmitted or represented or reproduced by any other mode of representing or reproducing words in a visible form.
- 1.2 Save as defined herein and unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Law but excluding any statutory modification thereof not in force when these Articles become binding on the Company.
- 1.3 In these Articles, unless the context or law otherwise requires:
- 1.3.1 words and expressions which are cognate to those defined in Article 1.1 shall be construed accordingly;
  - 1.3.2 the word “**may**” shall be construed as permissive and the word “**shall**” shall be construed as imperative;
  - 1.3.3 words importing the singular number only shall be construed as including the plural number and *vice versa*;
  - 1.3.4 words importing the masculine gender only shall be construed as including the feminine and neuter genders;

- 1.3.5 references to enactments are to such enactments as are from time to time modified, re-enacted or consolidated and shall include any enactment made in substitution for an enactment that is repealed; and
- 1.3.6 references to a numbered Article are to the Article so numbered of these Articles.
- 1.4 The clause and paragraph headings in these Articles are for convenience only and shall not be taken into account in the construction or interpretation of these Articles.
- 2 SHARE CAPITAL**
- 2.1 The share capital of the Company is as specified in the Memorandum of Association and the shares of the Company shall have the rights and be subject to the conditions contained in these Articles.
- 2.2 Subject to the provisions of this Article 2 and without prejudice to any special rights for the time being conferred on the Holders of any shares or class of shares (which special rights shall not be varied or abrogated except with such consent or sanction as is hereinafter provided) any share or class of shares in the capital of the Company may be issued with such preferred, deferred or other special rights or such restrictions whether in regard to dividends, return of capital, voting or otherwise as the Company may from time to time by Ordinary Resolution determine.
- 2.3 The Company may issue fractions of shares in accordance with and subject to the provisions of the Law provided that:
- 2.3.1 a fraction of a share shall be taken into account in determining the entitlement of a Member as regards dividends or on a winding up; and
- 2.3.2 a fraction of a share shall not entitle a Member to a vote in respect thereof.
- 2.4 Subject to the provisions of the Law, the Company may from time to time:
- 2.4.1 issue; or
- 2.4.2 convert any existing non-redeemable shares (whether issued or not) into, shares which are to be redeemed or are liable to be redeemed at the option of the Company or at the option of the Holder thereof and on such terms and in such manner as may be determined by Special Resolution.
- 2.5 Subject to the provisions of the Law, the Company may purchase its own shares (including redeemable shares).
- 2.6 Subject to the provisions of these Articles, the unissued shares for the time being in the capital of the Company shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such Persons at such times and generally on such terms and conditions as they think fit.
- 2.7 The Company may pay commissions as permitted by the Law. Subject to the provisions of the Law any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.

2.8 Except as otherwise provided by these Articles or by law, no Person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise any equitable, contingent, future or partial interest in any share or any interest in any fraction of a share or any other right in respect of any share except an absolute right to the entirety thereof in the Holder.

## 2.9 **Offers to shareholders to be on pre-emptive basis**

2.9.1 Subject to the provisions of this Article 2.9.1 and the following provisions of this Article 2.9, if the Company proposes to allot equity securities (defined in Article 2.12) then the Company:

- (a) shall not allot any of them on any terms to a Person unless it has made an offer to each Person who holds relevant shares or relevant employee shares to allot to him on the same or more favourable terms a proportion of those securities which is as nearly as practicable equal to the proportion in nominal value held by him of the aggregate of relevant shares and relevant employee shares, and
- (b) shall not allot any of those securities to a Person unless the period during which any such offer may be accepted has expired or the Company has received Notice of the acceptance or refusal of every offer so made.

2.9.2 Article 2.9.3 below applies to any provision of the Company's memorandum of association or these Articles which requires the Company, when proposing to allot equity securities consisting of relevant shares of any particular class, not to allot those securities on any terms unless it has complied with the condition that it makes such an offer as is described in Article 2.9.1 to each Person who holds relevant shares or relevant employee shares of that class.

2.9.3 If in accordance with a provision to which this Article 2.9.3 applies:

- (a) the Company makes an offer to allot securities to such a holder, and
- (b) he or anyone in whose favour he has renounced his right to their allotment accepts the offer,

Article 2.9.1 does not apply to the allotment of those securities, and the Company may allot them accordingly; but this is without prejudice to the application of Article 2.9.1 in any other case.

2.9.4 Article 2.9.1 does not apply to a particular allotment of equity securities if these are, or are to be, wholly or partly paid up otherwise than in cash; and securities which a company has offered to allot to a holder of relevant shares or relevant employee shares may be allotted to him, or anyone in whose favour he has renounced his right to their allotment, without contravening 2.9.1(b).

2.9.5 Article 2.9.1 does not apply to the allotment of securities which would, apart from a renunciation or assignment of the right to their allotment, be held under an employees' share scheme.

2.9.6 Article 2.9.1 does not apply to the allotment of securities by way of a placing of new shares on the date that the Company's entire issued and to be issued

share capital is admitted to trading on AIM, a market operated by London Stock Exchange plc.

## 2.10 Communication of pre-emption offers to shareholders

- 2.10.1 This Article has effect as to the manner in which offers required by Article 2.9.1, or by a provision to which Article 2.9.3 applies, are to be made to holders of the Company's shares.
- 2.10.2 Subject to Articles 2.10.3 to 2.10.5 (inclusive), an offer shall be in writing and shall be made to a holder of shares either personally or by sending it by post (that is to say, prepaying and posting a letter containing the offer) to him or to his registered address or, if he has no registered address in the British Isles, to the address in the British Isles supplied by him to the Company for the giving of notice to him.
- 2.10.3 Where shares are held by two or more Persons jointly, the offer may be made to the joint holder first named in the Register in respect of the shares.
- 2.10.4 In the case of a holder's death or bankruptcy, the offer may be made:
- (a) by sending it by post in a prepaid letter addressed to the Persons claiming to be entitled to the shares in consequence of the death or bankruptcy by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address in the British Isles supplied for the purpose by those so claiming, or
  - (b) (until such an address has been so supplied) by giving the Notice in any manner in which it might have been given if the death or bankruptcy had not occurred.
- 2.10.5 If the holder:
- (a) has no registered address in the British Isles and has not given to the Company an address in the British Isles for the service of notices on him, or
  - (b) is the holder of a share warrant,
- the offer may be made by causing it, or a Notice specifying where a copy of it can be obtained or inspected, to be published in the London Gazette.
- 2.10.6 The offer must state a period of not less than 21 days during which it may be accepted; and the offer shall not be withdrawn before the end of that period.
- 2.10.7 This Article 2.10.7 does not invalidate a provision to which Article 2.9.3 applies by reason that that provision requires or authorises an offer under it to be made in contravention of any of Articles 2.10.1 to 2.10.6 (inclusive) but, to the extent that the provision requires or authorises such an offer to be so made, it is of no effect.

## **2.11 Savings for other restrictions as to offers**

- 2.11.1 Articles 2.9.1 and 2.10.1 are without prejudice to any enactment by virtue of which the Company is prohibited (whether generally or in specified circumstances) from offering or allotting equity securities to any Person.
- 2.11.2 Where the Company cannot by virtue of such an enactment offer or allot equity securities to a holder of relevant shares or relevant employee shares, Articles 2.9.1 and 2.10.1 have effect as if the shares held by that holder were not relevant shares or relevant employee shares.

## **2.12 Definitions for Articles 2.9.1 to 2.13.1 (inclusive)**

- 2.12.1 The following provisions of this Article 2.12.1 apply for the interpretation of Articles 2.9.1 to 2.13.1 (inclusive).
- 2.12.2 “Equity security” means a relevant share in the Company (other than a share shown in the memorandum to have been taken by a subscriber to the memorandum or a bonus share), or a right to subscribe for, or to convert securities into, relevant shares in the Company.
- 2.12.3 A reference to the allotment of equity securities or of equity securities consisting of relevant shares of a particular class includes the grant of a right to subscribe for, or to convert any securities into, relevant shares in the company or (as the case may be) relevant shares of a particular class; but such a reference does not include the allotment of any relevant shares pursuant to such a right.
- 2.12.4 “Relevant employee shares” means shares of the Company which would be relevant in it but for the fact that they are held by a Person who acquired them in pursuance of an employees’ share scheme (which expression shall, for the purposes of this Article 2.12.4, have the same meaning as in CA85).
- 2.12.5 “Relevant shares” means shares in the Company other than:
  - (a) shares which as respects dividends and capital carry a right to participate only up to a specified amount in a distribution, and
  - (b) shares which are held by a Person who acquired them in pursuance of an employees’ share scheme or, in the case of shares which have not been allotted, are to be allotted in pursuance of such a scheme.
- 2.12.6 A reference to a class of shares is to shares to which the same rights are attached as to voting and as to participation, both as respects dividends and as respects capital, in a distribution.
- 2.12.7 In relation to an offer to allot securities required by Article 2.9.1 or by any provision to which Article 2.9.3 applies, a reference in Articles 2.9 to 2.12 (inclusive) (however expressed) to the holder of shares of any description is to whoever was at the close of business on a date, to be specified in the offer and to fall in the period of 28 days immediately before the date of the offer, the holder of shares of that description.

## **2.13 Disapplication of pre-emption rights**

2.13.1 The Directors may be given power by a Special Resolution of the Company to allot equity securities as if:

- (a) Article 2.9.1 did not apply to the allotment, or
- (b) Article 2.9.1 applied to the allotment with such modifications as the board of Directors may determine;

and where the Directors make an allotment under this Article 2.13.1, Articles 2.9 to 2.12 (inclusive) have effect accordingly.

2.13.2 Notwithstanding that any such power or resolution has expired, the Directors may allot equity securities in pursuance of an offer or agreement previously made by the Company, if the power or resolution enabled the Company to make an offer or agreement which would or might require equity securities to be allotted after it expired.

2.13.3 A Special Resolution under Article 2.13.1, or a Special Resolution to renew such a resolution, shall not be proposed unless it is recommended by the Directors and there has been circulated with the Notice of the meeting at which the resolution is proposed, to the Members entitled to have that notice a written statement by the Directors setting out their reasons for making the recommendation.

## **3 SHARE PREMIUM ACCOUNT**

3.1 Except as provided in Article 3.2, where the Company issues shares at a premium, the amount or value (as determined by the Directors) of any premiums shall be transferred, as and when the premiums are Paid Up, to a share premium account which shall be kept in the books of the Company in the manner required by the Law. The sums for the time being standing to the credit of the share premium account shall be applied only in accordance with the Law.

3.2 Where the Law permits the Company to refrain from transferring any amount to a share premium account, that amount need not be so transferred; but the Directors may if they think fit nevertheless cause all or any part of such amount to be transferred to the relevant share premium account.

## **4 ALTERATION OF SHARE CAPITAL**

4.1 The Company may by Special Resolution alter its share capital as stated in the Memorandum of Association in any manner permitted by the Law.

4.2 Any new shares created on an increase or other alteration of share capital shall be issued upon such terms and conditions as the Company may by Ordinary Resolution determine.

4.3 Any capital raised by the creation of new shares shall, unless otherwise provided by the conditions of issue of the new shares, be considered as part of the original capital and the new shares shall be subject to the provisions of these Articles with reference to the payment of calls, transfer and transmission of shares, lien or otherwise applicable to the existing shares in the Company.

- 4.4 Subject to the provisions of the Law the Company may by Special Resolution reduce its share capital and its share premium account in any way.

## **5 VARIATION OF RIGHTS**

- 5.1 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up:

5.1.1 with the consent in Writing of the Holders of two-thirds of the issued shares of that class; or

5.1.2 with the sanction of a Special Resolution passed at a separate meeting of the Holders of shares of that class.

- 5.2 To every such separate meeting all the provisions of these Articles and of the Law relating to general meetings of the Company or to the proceedings thereat shall apply mutatis mutandis except that the necessary quorum shall be two Persons holding or representing at least one - third in nominal amount of the issued shares of that class but so that if at any adjourned meeting of such Holders a quorum as above defined is not Present those Holders who are Present shall be a quorum.

- 5.3 The special rights conferred upon the Holders of any shares or class of shares issued with preferred, deferred or other special rights shall (unless otherwise expressly provided by the conditions of issue of such shares) be deemed not to be varied by the creation or issue of further shares ranking after or pari passu therewith.

## **6 REGISTER OF MEMBERS**

- 6.1 The Directors shall maintain or cause to be maintained a Register in the manner required by the Law. The Register shall be kept at the Office or at such other place in the Island of Jersey as the Directors from time to time determine. In each year the Directors shall prepare or cause to be prepared and filed an annual return containing the particulars required by the Law.

- 6.2 The Company shall not be required to enter the names of more than four joint Holders in the Register.

## **7 SHARE CERTIFICATES**

- 7.1 Unless the conditions of allotment of the shares otherwise provide, every Member shall be entitled:

7.1.1 without payment upon becoming the Holder of any Certificated Share to one certificate for all the Certificated Shares of each class held by him and upon transferring a part only of the shares comprised in a certificate to a new certificate for the remainder of the Certificated Shares so comprised; or

7.1.2 upon payment of such reasonable sum for each certificate as the Directors shall from time to time determine to several certificates each for one or more of his shares of any class.

- 7.2 Every certificate shall be issued within two Months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) and shall be executed by the Company. A certificate may be executed:
- 7.2.1 if the Company has a Seal, by causing a seal of the Company to be affixed to the certificate in accordance with these Articles; or
  - 7.2.2 whether or not the Company has a Seal, by the signature on behalf of the Company of either two Directors or one Director and the Secretary.

Every certificate shall further specify if so required by the Law the distinguishing numbers of such shares.

- 7.3 The Company shall not be bound to issue more than one certificate in respect of a share held jointly by several Persons and delivery of a certificate for a share to one of several joint Holders shall be sufficient delivery to all such Holders.
- 7.4 If a share certificate shall be worn out, defaced, lost or destroyed a duplicate certificate may be issued on payment of such reasonable fee and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in relation thereto as the Directors think fit.

## 8 **LIEN**

- 8.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) registered in the name of a single Member for all the debts and liabilities of such Member or his estate to the Company whether the period for the payment or discharge of the same shall have actually commenced or not and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other Person whether a Member or not. The Company's lien (if any) on a share shall extend to all dividends or other monies payable thereon or in respect thereof. The Directors may resolve that any share shall for such period as they think fit be exempt from the provisions of this Article.
- 8.2 The Company may sell in such manner as the Directors think fit any shares on which the Company has a lien but no sale shall be made unless the monies in respect of which such lien exists or some part thereof are or is presently payable nor until fourteen Clear Days have expired after a Notice stating and demanding payment of the monies presently payable and giving Notice of intention to sell in default shall have been served on the Holder for the time being of the shares or the Person entitled thereto by reason of the death, bankruptcy or incapacity of such Holder.
- 8.3 To give effect to any such sale the Directors may authorise some Person to execute an instrument of transfer of the shares sold to the purchaser thereof. The purchaser shall be registered as the Holder of the shares so transferred 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.
- 8.4 The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability in respect of which the lien exists so far as the same is presently payable and any residue shall (subject to a like lien

for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the Person entitled to the shares at the time of the sale.

## 9 **CALLS ON SHARES**

- 9.1 The Directors may subject to the provisions of these Articles and to any conditions of allotment from time to time make calls upon the Members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and each Member shall (subject to being given at least fourteen Clear Days' Notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares.
- 9.2 A call may be required to be paid by instalments.
- 9.3 A call may before receipt by the Company of any sum due thereunder be revoked in whole or in part and payment of a call may be postponed in whole or in part.
- 9.4 A Person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
- 9.5 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
- 9.6 The joint Holders of a share shall be jointly and severally liable to pay all calls and all other payments to be made in respect of such share.
- 9.7 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 may be required to pay interest on the sum from the day appointed for payment thereof to the time of actual payment at a rate determined by the Directors but the Directors shall be at liberty to waive payment of such interest wholly or in part.
- 9.8 Any sum which by or pursuant to the terms of issue of a share becomes payable upon allotment or at any fixed date whether on account of the nominal value of the share or by way of premium shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by or pursuant to the terms of issue the same becomes payable and in case of non-payment all the relevant provisions of these Articles as to payment of interest, forfeiture, surrender or otherwise shall apply as if such sum had become due and payable by virtue of a call duly made and notified.
- 9.9 The Directors may on the issue of shares differentiate between the Holders as to the amount of calls to be paid and the times of payment.
- 9.10 The Directors may if they think fit receive from any Member an advance of monies which have not yet been called on his shares or which have not yet fallen due for payment. Such advance payments shall, to their extent, extinguish the liability in respect of which they are paid. The Company may pay interest on any such advance, at such rate as the Directors think fit, for the period covering the date of payment to the date (the "Due Date") when the monies would have been due had they not been paid in advance. For the purposes of entitlement to dividends, monies paid in advance of a call or instalment shall not be treated as paid until the Due Date.

## 10 FORFEITURE OF SHARES

- 10.1 If a Member fails to pay any call or instalment of a call on or before the day appointed for payment thereof the Directors may at any time thereafter during such time as any part of such call or instalment remains unpaid serve a Notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and any costs, charges and expenses which may have been incurred by the Company by reason of such non-payment.
- 10.2 The Notice shall name a further day (not earlier than the expiration of fourteen Clear Days from the date of service of such Notice) on or before which the payment required by the Notice is to be made and the place where payment is to be made and shall state that in the event of non-payment at or before the time appointed and at the place appointed the shares in respect of which the call was made will be liable to be forfeited.
- 10.3 If the requirements of any such Notice as aforesaid are not complied with any share in respect of which such Notice has been given may at any time thereafter before payment of all calls and interest due in respect thereof has been made be forfeited by a resolution of the Directors to that effect and such forfeiture shall include all dividends which shall have been declared on the forfeited shares and not actually paid before the forfeiture.
- 10.4 When any share has been forfeited in accordance with these Articles, Notice of the forfeiture shall forthwith be given to the Holder of the share or the Person entitled to the share by transmission as the case may be and an entry of such Notice having been given and of the forfeiture with the date thereof shall forthwith be made in the Register opposite to the entry of the share but no forfeiture shall be invalidated in any manner by any omission or neglect to give such Notice or to make such entry as aforesaid.
- 10.5 The Directors may, at any time after serving a Notice in accordance with Article 10.1, accept from the Member concerned the surrender of such shares as are the subject of the Notice, without the need otherwise to comply with the provisions of Articles 10.1 to 10.4 Any such shares shall be surrendered immediately and irrevocably upon the Member delivering to the Company in the case of a Certificated Share the share certificate for the shares and such surrender shall also constitute a surrender of all dividends declared on the surrendered shares but not actually paid before the surrender. The Company shall, upon such surrender forthwith make an entry in the Register of the surrender of the share with the date thereof but no surrender shall be invalidated in any manner by any omission or neglect to make such entry as aforesaid.
- 10.6 A forfeited or surrendered share shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the Person who was before forfeiture or surrender the Holder thereof or entitled thereto or to any other Person upon such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or other disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited or surrendered share is to be transferred to any Person the Directors may (a) if the share is an Certificated Share, authorise some Person to execute an instrument of transfer of the share to that Person and (b) if the share is an Uncertificated Share, exercise any necessary powers to effect the sale of the share to, or in accordance with the directions of, that Person.
- 10.7 A Member whose shares have been forfeited or surrendered shall cease to be a Member in respect of the forfeited or surrendered shares and if the share is a Certificated Share

shall (if he has not done so already) surrender to the Company for cancellation the certificate for the shares forfeited or surrendered. Notwithstanding the forfeiture or the surrender such Member shall remain liable to pay to the Company all monies which at the date of forfeiture or surrender were presently payable by him in respect of those shares with interest thereon at the rate at which interest was payable before the forfeiture or surrender or at such rate as the Directors may determine from the date of forfeiture or surrender until payment, provided that the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or for any consideration received on their disposal.

- 10.8 A declaration under oath by a Director or the Secretary (or by an Officer of a corporate Secretary) that a share has been duly forfeited or surrendered on a specified date shall be conclusive evidence of the facts therein stated as against all Persons claiming to be entitled to the share. The declaration and the receipt of the Company for the consideration (if any) given for the share on the sale re-allotment or disposal thereof together with the certificate for the share delivered to a purchaser or allottee thereof shall (subject to the execution of an instrument of transfer if the same be so required) constitute good title to the share. The Person to whom the share is sold, re-allotted or disposed of shall be registered as the Holder of the share and shall not be bound to see to the application of the consideration (if any) nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in respect of the forfeiture, surrender, sale, re-allotment or disposal of the share.

## **11 TRANSFER OF SHARES**

- 11.1 The Company shall register the transfer of any Uncertificated Shares in accordance with the Regulations and other relevant legislation. Where permitted by the Regulations and other relevant legislation, the Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of an Uncertificated Share including without limitation a transfer of a share to a Person of whom they do not approve (including but not limited to a transfer of a share which may prejudice the exempt status of the Company for the purposes of the Income Tax (Jersey) Law 1961 (as amended)) and a transfer of a share on which the Company has a lien.
- 11.2 Subject to Article 45 and save as otherwise permitted under the provisions of the Law, all transfers of shares shall be effected using an instrument of transfer.
- 11.3 The instrument of transfer of any share shall be in Writing in any usual common form or any form approved by the Directors.
- 11.4 The instrument of transfer of any share shall be Signed by or on behalf of the transferor and in the case of an unpaid or partly paid share by the transferee. The transferor shall be deemed to remain the Holder of the share until the name of the transferee is entered in the Register in respect thereof.
- 11.5 The Directors may in their absolute discretion and without assigning any reason therefor refuse to register the transfer of a share including without limitation a transfer of a share to a Person of whom they do not approve (including but not limited to a transfer of a share which may prejudice the exempt status of the Company for the purposes of the Income Tax (Jersey) Law 1961 (as amended)) and a transfer of a share on which the Company has a lien.

11.6 The Directors may also refuse to register the transfer of a share unless the instrument of transfer:

11.6.1 is lodged at the Office or at such other place as the Directors may appoint accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer provided that in the case of a transfer by a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange, the lodgement of a share certificate will only be necessary if a certificate has been issued in respect of the share in question;

11.6.2 is in respect of a share which is fully paid up;

11.6.3 is in respect of a share upon which the Company has no lien;

11.6.4 is in respect of only one class of shares; and

11.6.5 is in favour of not more than four transferees.

Provided that in the case of a class of shares which has been admitted to AIM, a market operated by London Stock Exchange plc, the Directors shall not refuse to register a transfer if the refusal would prevent dealings in those shares from taking place on an open and proper basis.

11.7 The Directors may also decline to register a transfer of any share (in certificated form) if they are not satisfied that the shares are to be transferred to a transferee that would not give rise to a compulsory transfer of shares (as described under Article 46 ("Compulsory transfer of shares")).

11.8 If the Directors refuse to register a transfer of a share they shall within two Months after the date on which the instrument of transfer was lodged with the Company send to the proposed transferor and transferee Notice of the refusal.

11.9 All instruments of transfer relating to transfers of shares which are registered shall be retained by the Company but any instrument of transfer relating to transfers of shares which the Directors decline to register shall (except in any case of fraud) be returned to the Person depositing the same.

11.10 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods as the Directors may determine provided always that the Register shall not be closed for more than 30 days in any year.

11.11 Unless otherwise decided by the Directors in their sole discretion no fee shall be charged in respect of the registration of any instrument of transfer or other document relating to or affecting the title to any share.

11.12 In respect of any allotment of any share the Directors shall have the same right to decline to approve the registration of any renouncee of any allottee as if the application to allot and the renunciation were a transfer of a share under these Articles.

## **12 TRANSMISSION OF SHARES**

- 12.1 In the case of the death of a Member the survivor or survivors where the deceased was a joint Holder and the executors or administrators of the deceased where he was a sole or only surviving Holder shall be the only Persons recognised by the Company as having any title to his interest in the shares but nothing in this Article shall release the estate of a deceased joint Holder from any liability in respect of any share which had been jointly held by him.
- 12.2 Any Person becoming entitled to a share in consequence of the death, bankruptcy or incapacity of a Member may upon such evidence as to his title being produced as may from time to time be required by the Directors and subject as hereinafter provided elect either to be registered himself as the Holder of the share or to have some Person nominated by him registered as the Holder thereof.
- 12.3 If the Person so becoming entitled shall elect to be registered himself he shall deliver or send to the Company a Notice Signed by him stating that he so elects. If he shall elect to have another Person registered he shall testify his election by an instrument of transfer of the share in favour of that Person. All the limitations restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such Notice or instrument of transfer as aforesaid as if it were an instrument of transfer executed by the Member and the death, bankruptcy or incapacity of the Member had not occurred.
- 12.4 A Person becoming entitled to a share by reason of the death, bankruptcy or incapacity of a Member shall be entitled to the same dividends and other advantages to which he would be entitled if he were the Holder of the share except that he shall not before being registered as the Holder of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company provided always that the Directors may at any time give Notice requiring any such Person to elect either to be registered himself or to transfer the share and if the Notice is not complied with within one Month such Person shall be deemed to have so elected to be registered himself and all the restrictions on the transfer and transmission of shares contained in these Articles shall apply to such election

## **13 GENERAL MEETINGS**

- 13.1 The Company shall in each calendar year hold a general meeting as its Annual General Meeting at such time and place as may be determined by the Directors provided that so long as the Company holds its first Annual General Meeting within eighteen Months of its incorporation it need not hold it in the year of its incorporation or in the following year.
- 13.2 The above mentioned general meeting shall be called the "Annual General Meeting". All other general meetings shall be called "Extraordinary General Meetings". The Company's Annual General Meetings and Extraordinary General Meetings may be hosted by way of an electronic meeting hosting service and need not take place at a physical location.
- 13.3 The Directors may whenever they think fit and upon a requisition of Members pursuant to the provisions of the Law the Directors shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than two Months after the receipt of the requisition. If there are not sufficient Directors to convene the Extraordinary General Meeting any Director or any Member may convene such a meeting.

13.4 At any Extraordinary General Meeting called pursuant to a requisition unless such meeting is called by the Directors no business other than that stated in the requisition as the objects of the meeting shall be transacted.

#### 14 **CLASS MEETINGS**

14.1 Save as otherwise provided in these Articles, all the provisions of these Articles and of the Law relating to general meetings of the Company and to the proceedings thereat shall apply mutatis mutandis to every class meeting. A Director who is entitled to receive Notice of general meetings of the Company in accordance with Article 15.4 shall also be entitled, unless he has notified the Secretary in Writing of his contrary desire, to receive Notice of all class meetings. At any class meeting the Holders of shares of the relevant class shall on a poll have one vote in respect of each share of that class held by them.

#### 15 **NOTICE OF GENERAL MEETINGS**

15.1 At least fourteen Clear Days' notice shall be given of every general meeting of the Company.

15.2 A meeting of the Company shall notwithstanding that it is called by shorter Notice than that specified in Article 15.1 be deemed to have been duly called if it is so agreed:

15.2.1 in the case of an Annual General Meeting by all the Members entitled to attend and vote thereat; and

15.2.2 in the case of any other meeting by a majority in number of the Members having a right to attend and vote at the meeting being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right.

15.3 Every Notice shall specify the place the day and the time of the meeting and the general nature of the business to be transacted and in the case of an Annual General Meeting shall specify the meeting as such.

15.4 Subject to the provisions of these Articles and to any restrictions imposed on any shares, Notice of every general meeting shall be given to all the Members, to all Persons entitled to a share in consequence of the death, bankruptcy or incapacity of a Member, to the Auditors (if any) and to every Director who has notified the Secretary in Writing of his desire to receive Notice of general meetings.

15.5 In every Notice calling a meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a Member.

15.6 The accidental omission to give Notice of a meeting to or the non-receipt of Notice of a meeting by any Person entitled to receive Notice shall not invalidate the proceedings at that meeting.

#### 16 **PROCEEDINGS AT GENERAL MEETINGS**

16.1 The business of an Annual General Meeting shall be to receive and consider the accounts of the Company and the reports of the Directors and Auditors (if any), to elect Directors (if necessary), to elect Auditors (if proposed) and fix their remuneration, to

sanction a dividend (if thought fit so to do) and to transact any other business of which Notice has been given.

- 16.2 No business shall be transacted at any general meeting except the adjournment of the meeting unless a quorum of Members is Present at the time when the meeting proceeds to business. Such quorum shall consist of not less than two Members Present but so that not less than two individuals will constitute the quorum, provided that if at any time all of the issued shares in the Company are held by one Member such quorum shall consist of that Member Present.
- 16.3 If a Member is by any means in communication with one or more other Members so that each Member participating in the communication can hear what is said by any other of them each Member so participating in the communication is deemed to be Present at a meeting with the other Members so participating notwithstanding that all the Members so participating are not Present together in the same place. A meeting at which any or all of the Members participate as aforesaid shall be deemed to be a general meeting of the Company for the purposes of these Articles notwithstanding any other provisions of these Articles and all of the provisions of these Articles and of the Law relating to general meetings of the Company and to the proceedings thereat shall apply *mutatis mutandis* to every such meeting.
- 16.4 If within half-an-hour from the time appointed for the meeting a quorum is not Present or if during the meeting a quorum ceases to be Present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time and place as the Directors shall determine and if at such adjourned meeting a quorum is not Present within half-an-hour from the time appointed for the holding of the meeting those Members Present shall constitute a quorum.
- 16.5 The chairman (if any) of the Directors shall preside as chairman at every general meeting of the Company or if there is no such chairman or if he shall not be Present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors shall select one of their number to be chairman of the meeting.
- 16.6 If at any meeting no Director is willing to act as chairman or if no Director is Present within fifteen minutes after the time appointed for holding the meeting, the Members Present shall choose one of their number to be chairman of the meeting.
- 16.7 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 thirty days or more Notice of the adjourned meeting shall be given as in the case of the original meeting. Save as aforesaid it shall not be necessary to give any Notice of any adjourned meeting or of the business to be transacted at an adjourned meeting.
- 16.8 At any general meeting a resolution put to the vote of the meeting shall be decided in the first instance on a show of hands unless before or on the declaration of the result of the show of hands a poll is demanded.
- 16.9 Subject to the provisions of the Law, a poll may be demanded:

- 16.9.1 by the chairman;
  - 16.9.2 by at least two Members having the right to vote on the resolution; or
  - 16.9.3 by a Member or Members representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 16.10 Unless a poll is duly demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.
- 16.11 If a poll is duly demanded it shall be taken at such time and in such manner as the chairman directs and the results of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 16.12 In the event of an equality of votes at any general meeting the chairman shall not be entitled to a second or casting vote.
- 16.13 A poll demanded on the election of the chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or on such day and at such time and place as the chairman directs not being more than twenty-one days after the poll is demanded.
- 16.14 A demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
- 16.15 A resolution in Writing (including a Special Resolution but excluding a resolution removing an Auditor) Signed by all Members who would be entitled to receive Notice of and to attend and vote at a general meeting at which such a resolution would be proposed or by their duly appointed attorneys shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each Signed by one or more of the Members or their attorneys.

## **17 VOTES OF MEMBERS**

- 17.1 Subject to any special rights restrictions or prohibitions as regards voting for the time being attached to any shares as may be specified in the terms of issue thereof or these Articles:
- 17.1.1 on a show of hands, every Member Present otherwise than by proxy shall have one vote; and
  - 17.1.2 on a poll, every Member Present (including by proxy) shall have one vote for each share of which he is the Holder.
- 17.2 In the case of joint Holders of any share such Persons shall not have the right of voting individually in respect of such share but shall elect one of their number to represent them and to vote whether personally or by proxy in their name. In default of such election the Person whose name appears first in order in the Register in respect of such share shall be the only Person entitled to vote in respect thereof.

- 17.3 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the Island of Jersey or elsewhere) in matters concerning legal incapacity or interdiction may vote, whether on a show of hands or a poll, by his attorney, curator, receiver or other Person authorised in that behalf appointed by that court and any such attorney, curator, receiver or other Person may vote by proxy. Evidence to the satisfaction of the Directors of the authority of such attorney, curator, receiver or other Person may be required by the Directors prior to any vote being exercised by such attorney, curator, receiver or other Person.
- 17.4 No Member 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 of which he is Holder or one of the joint Holders have been paid.
- 17.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 17.6 On a poll votes may be given either personally or by proxy.
- 17.7 The Directors may at the expense of the Company send by post or otherwise to the Members instruments of proxy (with or without provision for their return prepaid) for use at any general meeting or at any separate meeting of the Holders of any class of shares of the Company either in blank or nominating in the alternative any one or more of the Directors or any other Persons. If for the purpose of any meeting invitations to appoint as proxy a Person or one or more of a number of Persons specified in the invitations are issued at the Company's expense they shall be issued to all (and not to some only) of the Members entitled to be sent a Notice of the meeting and to vote thereat by proxy.
- 17.8 The instrument appointing a proxy shall be in Writing in any common form or as approved by the Directors and shall be under the hand of the appointor or of his attorney duly authorised in Writing or if the appointor is a corporation either under seal or under the hand of a duly authorised officer, attorney or other representative. A proxy need not be a Member.
- 17.9 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is Signed or a notarially certified copy of that power or authority shall:
- 17.9.1 be deposited at the Office or at such other place as is specified for that purpose by the Notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the Person named in the instrument proposes to vote;
  - 17.9.2 in the case of a poll taken more than forty-eight hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than twenty- four hours before the time appointed for taking the poll; or
  - 17.9.3 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or the Secretary or to any Director.

An instrument of proxy which is not deposited in the manner so required shall be valid only if it is approved by all the other Members who are Present at the meeting.

17.10 Unless the contrary is stated thereon the instrument appointing a proxy shall be as valid as well for any adjournment of the meeting as for the meeting to which it relates.

17.11 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no Notice in Writing of such death, insanity or revocation shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which such vote is cast.

17.12 In the case of uncertificated proxy instructions:

17.12.1 for the purposes of this Article 17.12 "Uncertificated Proxy Instruction" means a properly authenticated dematerialised instruction (as 'instruction' is defined in the Regulations) or other instruction or notification, relating to the appointment of a proxy, which is sent by means of the Relevant System and received by such participant in that Relevant System acting on behalf of the Company as the Directors may prescribe.

17.12.2 In relation to any Uncertificated Shares, the Directors may from time to time permit appointments of proxies to be made by means of an Electronic Communication in the form of an Uncertificated Proxy Instruction in such form and subject to such terms and conditions as the Directors may prescribe, and may in a similar manner permit supplements to, or amendments or revocations of, any Uncertificated Proxy Instruction to be made in the same way.

17.12.3 the Directors may prescribe the method of determining the time at which any Uncertificated Proxy Instruction is to be treated as received by the Company.

17.12.4 the Directors may treat any such Uncertificated Proxy Instruction which purports to be or is expressed to be sent on behalf of a Member as sufficient evidence of the authority of the Person sending that instruction to send it on behalf of that Member.

17.13 Subject to the proviso below, an appointment of proxy which is not deposited, delivered or received in a manner specified in or pursuant to Article 17.12 above or otherwise specified in these Articles shall be invalid, provided that the Directors may decide, either generally or in any particular case, to treat a proxy appointment as valid notwithstanding that the appointment or any required evidence of authority has not been received in accordance with these Articles.

17.14 If two or more valid but differing proxy appointments are received in respect of the same share for use at the same meeting or on the same poll, the one which is last received (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share.

17.15 A vote given or poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the death or mental disorder of the appointer or previous termination of the authority of the Person voting or demanding a poll, or the transfer of the share in respect of which the appointment of the proxy or representative is made, unless Notice in writing of the death, mental disorder, termination or transfer was received at the Office (or at such other address at which the proxy appointment was duly received) at least six hours before the time fixed for holding the relevant meeting or adjourned meeting or poll.

## **18 CORPORATE MEMBERS**

18.1 Any body corporate which is a Member may by resolution of its directors or other governing body authorise such Person as it thinks fit to act as its representative at any meeting of Members (or of any class of Members) and the Person so authorised shall be entitled to exercise on behalf of the body corporate which he represents the same powers as that body corporate could exercise if it were an individual.

18.2 Where a Person is authorised to represent a body corporate at a general meeting of the Company the Directors or the chairman of the meeting may require him to produce a certified copy of the resolution from which he derives his authority.

## **19 DIRECTORS**

19.1 The Company may by Ordinary Resolution determine the maximum and minimum number of Directors and unless and until otherwise so determined, and subject to the provisions of the Law, the minimum number of Directors shall be two.

19.2 A Director need not be a Member but provided he has notified the Secretary in Writing of his desire to receive Notice of general meetings in accordance with Article 15.4 he shall be entitled to receive Notice of any general meeting and, subject to Article 14, all separate meetings of the Holders of any class of shares in the Company. Whether or not a Director is entitled to receive such Notice, he may nevertheless attend and speak at any such meeting.

## **20 ALTERNATE DIRECTORS**

20.1 Any Director (other than an alternate Director) may at his sole discretion and at any time and from time to time appoint any other Director or any other natural Person (other than one disqualified or ineligible by law to act as a director of a company) as an alternate Director to attend and vote in his place at any meetings of Directors at which he is not personally present. Each Director shall be at liberty to appoint under this Article more than one alternate Director provided that only one such alternate Director may at any one time act on behalf of the Director by whom he has been appointed.

20.2 An alternate Director while he holds office as such shall be entitled to receive Notice (which need not be in Writing) of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member and to attend and to exercise all the rights and privileges of his appointor at all such meetings at which his appointor is not personally Present and generally to perform all the functions of his appointor as a Director in his absence.

- 20.3 An alternate Director shall *ipso facto* vacate office if and when his appointment expires or the Director who appointed him ceases to be a Director of the Company or removes the alternate Director from office by Notice under his hand served upon the Company.
- 20.4 An alternate Director shall be entitled to be paid all travelling and other expenses reasonably incurred by him in attending meetings. The remuneration (if any) of an alternate Director shall be payable out of the remuneration payable to the Director appointing him as may be agreed between them.
- 20.5 Where a Director acts as an alternate Director for another Director he shall be entitled to vote for such other Director as well as on his own account, but no Director shall at any meeting be entitled to act as alternate Director for more than one Director.
- 20.6 A Director who is also appointed an alternate Director for another Director shall be considered as two Directors for the purpose of making a quorum of Directors when such quorum shall exceed two.

## 21 POWERS OF DIRECTORS

- 21.1 The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Law or these Articles required to be exercised by the Company in general meeting.
- 21.2 The Directors' powers shall be subject to the provisions of these Articles, to the provisions of the Law and to such regulations (being not inconsistent with the aforesaid regulations or provisions) as may be prescribed by the Company in general meeting but no regulations made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.
- 21.3 The Directors may by power of attorney, mandate or otherwise appoint any Person to be the agent of the Company for such purposes and on such conditions as they determine including authority for the agent to delegate all or any of his powers.

## 22 DELEGATION OF DIRECTORS' POWERS

- 22.1 The Directors may delegate any of their powers to committees consisting of such Director or Directors or such other Persons as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
- 22.2 The meetings and proceedings of any such committee consisting of two or more Persons shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations made by the Directors under this Article.

## 23 APPOINTMENT OF DIRECTORS

- 23.1 Where these Articles are adopted by the Company either upon incorporation or for any other reason prior to the appointment of the first Directors, the first Directors of the Company shall be appointed in Writing by the subscribers to the Memorandum of Association or by a majority of them. Any Director so appointed, and any Director duly holding office prior to the adoption of these Articles, shall continue to hold

office until he resigns or is disqualified or removed in accordance with the provisions hereof.

23.2 The Directors shall have power at any time and from time to time to appoint any natural Person (other than one disqualified or ineligible to act as a director of a company) to be a Director either to fill a casual vacancy or as an addition to the existing Directors provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. Any Director so appointed shall hold office until he resigns or is disqualified or removed in accordance with the provisions of these Articles.

23.3 The Directors shall have the power at any time and from time to time to remove an existing Director.

23.4 The Company may by Ordinary Resolution:

23.4.1 appoint any natural Person (other than one disqualified or ineligible to act as a director of a company) as a Director; and

23.4.2 remove any Director from office.

23.5 The Company shall keep or cause to be kept a register of particulars with regard to its Directors in the manner required by the Law.

## 24 **RESIGNATION, DISQUALIFICATION AND REMOVAL OF DIRECTORS**

24.1 The office of a Director shall be vacated if the Director:

24.1.1 resigns his office by Notice to the Company;

24.1.2 ceases to be a Director by virtue of any provision of the Law or he becomes prohibited or disqualified by law from being a Director;

24.1.3 becomes Bankrupt or makes any arrangement or composition with his creditors generally;

24.1.4 becomes of unsound mind;

24.1.5 is removed from office by Ordinary Resolution passed pursuant to Article 23.4.2; or

24.1.6 is removed from office by a resolution of the Directors passed pursuant to Article 23.3.

## 25 **REMUNERATION AND EXPENSES OF DIRECTORS**

25.1 The Directors shall be entitled to such remuneration as the Directors in their discretion determine.

25.2 The Directors shall be paid out of the funds of the Company their travelling hotel and other expenses properly and necessarily incurred by them in connection with their attendance at meetings of the Directors or Members or otherwise in connection with the discharge of their duties and the business of the Company.

## 26 EXECUTIVE DIRECTORS

- 26.1 The Directors may from time to time appoint one or more of their number to the office of managing director or to any other executive office under the Company on such terms and for such periods as they may determine.
- 26.2 The appointment of any Director to any executive office shall be subject to termination if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- 26.3 The Directors may entrust to and confer upon a Director holding any executive office any of the powers exercisable by the Directors upon such terms and conditions and with such restrictions as they think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke withdraw alter or vary all or any of such powers.

## 27 DIRECTORS' INTERESTS

- 27.1 A Director who has, directly or indirectly, an interest in a transaction entered into or proposed to be entered into by the Company or by a subsidiary of the Company which to a material extent conflicts or may conflict with the interests of the Company and of which he is aware, shall disclose to the Company the nature and extent of his interest.
- 27.2 For the purposes of Article 27.1:
- 27.2.1 the disclosure shall be made at the first meeting of the Directors at which the transaction is considered after the Director concerned becomes aware of the circumstances giving rise to his duty to make it or, if for any reason he fails to do so at such meeting, as soon as practical after the meeting, by Notice in Writing delivered to the Secretary;
  - 27.2.2 the Secretary, where the disclosure is made to him shall inform the Directors that it has been made and shall in any event table the Notice of the disclosure at the next meeting after it is made;
  - 27.2.3 a disclosure to the Company by a Director in accordance with Article 27.1 that he is to be regarded as interested in a transaction with a specified Person is sufficient disclosure of his interest in any such transaction entered into after the disclosure is made; and
  - 27.2.4 any disclosure made at a meeting of the Directors shall be recorded in the minutes of the meeting.
- 27.3 Subject to the provisions of the Law, a Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms as to tenure of office, remuneration and otherwise as the Directors may determine.
- 27.4 Subject to the provisions of the Law, and provided that he has disclosed to the Company the nature and extent of any of his material interests in accordance with Article 27.1, a Director notwithstanding his office:

- 27.4.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 27.4.2 may be a director or other officer of or employed by or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is otherwise interested;
- 27.4.3 shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 27.4.4 may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

## **28 PROCEEDINGS OF DIRECTORS**

- 28.1 The Directors may meet together outside of the UK for the despatch of business adjourn and otherwise regulate their meetings as they think fit.
- 28.2 A Director may at any time and the Secretary at the request of a Director shall summon a meeting of the Directors by giving to each Director and alternate Director not less than twenty-four hours' Notice of the meeting provided that any meeting may be convened at shorter Notice and in such manner as each Director or his alternate Director shall approve and provided further that unless otherwise resolved by the Directors Notices of Directors' meetings need not be in Writing.
- 28.3 Questions arising at any meeting shall be determined by a majority of votes.
- 28.4 In the case of an equality of votes the chairman shall not have a second or casting vote.
- 28.5 A Director who is also an alternate Director shall be entitled to a separate vote for each Director for whom he acts as alternate in addition to his own vote.
- 28.6 A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two. For the purposes of this Article and subject to the provisions of Article 28.7 an alternate Director shall be counted in a quorum but so that not less than two individuals will constitute the quorum.
- 28.7 A Director notwithstanding his interest may be counted in the quorum present at any meeting at which any contract or arrangement in which he is interested is considered and, provided he has made the disclosure required by Article 27.1, he may vote in respect of any such contract or arrangement except those concerning his own terms of appointment.
- 28.8 If a Director is by any means in communication with one or more other Directors so that each Director participating in the communication can hear what is said by any other of them each Director (subject to that Director not being physically located in the UK) so participating in that the communication is deemed to be present at a meeting with

the other Directors so participating notwithstanding that all the Directors so participating are not present together in the same place.

- 28.9 The continuing Directors or Director may act notwithstanding any vacancies in their number but if the number of Directors is less than the number fixed as the quorum or becomes less than the number required by the Law the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting of the Company. If there are no Directors or no Director is able or willing to act then any Member or the Secretary may summon a general meeting for the purpose of appointing Directors.
- 28.10 The Directors may from time to time elect from their number, and remove, a chairman and/or deputy chairman and/or vice-chairman of the board of Directors and determine the period for which they are to hold office.
- 28.11 The chairman, or in his absence the deputy chairman, or in his absence the vice-chairman, shall preside at all meetings of the Directors but if no such chairman, deputy chairman or vice-chairman be elected or if at any meeting the chairman, deputy chairman or vice-chairman be not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be the chairman of the meeting.
- 28.12 A resolution in Writing Signed by all the Directors entitled to receive Notice of a meeting of Directors or of a committee of Directors shall be valid and effectual as if it had been passed at a meeting of the Directors or of a committee of Directors duly convened and held and may consist of several documents in like form each Signed by one or more Directors but a resolution Signed by an alternate Director need not also be Signed by his appointor and if it is Signed by a Director who has appointed an alternate Director it need not be Signed by the alternate Director in that capacity. A resolution in writing signed by all the Directors shall only be valid and effective if at the time each Director signed the resolution that Director was outside of the UK.
- 28.13 All acts done *bona fide* by any meeting of Directors or of a committee appointed by the Directors or by any Person acting as a Director shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or committee or Person acting as aforesaid or that they or any of them were disqualified or had vacated office or were not entitled to vote be as valid as if every such Person had been duly appointed and was qualified and had continued to be a Director or a member of a committee appointed by the Directors and had been entitled to vote.

## 29 **MINUTE BOOK**

- 29.1 The Directors shall cause to be entered in books kept for the purpose:
- 29.1.1 the minutes of all proceedings at general meetings, class meetings, Directors' meetings and meetings of committees appointed by the Directors;
  - 29.1.2 all resolutions in Writing passed in accordance with these Articles;
  - 29.1.3 every memorandum in Writing of a Sole Member-Director Contract (as defined in Article 29.3) which is drawn up pursuant to Article 29.3;

- 29.1.4 every record in Writing of a Sole Member's Decision (as defined in Article 29.4); and
- 29.1.5 all such other records as are from time to time required by the Law or, in the opinion of the Directors, by good practice to be minuted or retained in the books of the Company.
- 29.2 Any minutes of a meeting if purporting to be Signed by the chairman of the meeting at which the proceedings were had or by the chairman of the next succeeding meeting shall be conclusive evidence of the proceedings.
- 29.3 This Article 29.3 applies where the Company has only one Member and that Member is also a Director. If the Company, acting otherwise than in the ordinary course of its business, enters into a contract with such Member (a "**Sole Member-Director Contract**") and that Sole Member-Director Contract is not in Writing, the terms thereof shall be:
  - 29.3.1 set out in a memorandum in Writing;
  - 29.3.2 recorded in the minutes of the first meeting of the Directors following the making of the contract; or
  - 29.3.3 recorded in such other manner or on such other occasion as may for the time being be permitted or required by the Law.
- 29.4 This Article 29.4 applies where the Company has only one Member and that Member has taken a decision which may be taken by the Company in general meeting and which has effect in law as if agreed by the Company in general meeting (a "**Sole Member's Decision**"). A Sole Member's Decision may (without limitation) be taken by way of resolution in Writing but if not so taken, the sole Member shall provide the Company with a record in Writing of his decision as soon as practicable thereafter.

## 30 **SECRETARY**

- 30.1 Subject to the provisions of the Law, the Secretary shall be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Directors.
- 30.2 Anything required or authorised to be done by or to the Secretary may if the office is vacant or there is for any other reason no secretary capable of acting be done by or to any assistant or deputy secretary or if there is no assistant or deputy secretary capable of acting by or to any Person authorised generally or specifically in that behalf by the Directors.
- 30.3 The Company shall keep or cause to be kept at the Office a register of particulars with regard to its Secretary in the manner required by the Law.

## 31 **THE SEAL**

- 31.1 The Directors may determine that the Company shall have a Seal. Subject to the Law, if the Company has a Seal the Directors may determine that it shall also have an official seal for use outside of the Island and an official seal for sealing securities issued by the Company or for sealing documents creating or evidencing securities so issued.

- 31.2 The Directors shall provide for the safe custody of all seals and no seal shall be used except by the authority of a resolution of the Directors or of a committee of the Directors authorised in that behalf by the Directors.
- 31.3 The Directors may from time to time make such regulations as they think fit determining the Persons and the number of such Persons who shall sign every instrument to which a seal is affixed and until otherwise so determined every such instrument shall be Signed by one Director and by the Secretary or by a second Director.
- 31.4 The Company may authorise an agent appointed for the purpose to affix any seal of the Company to a document to which the Company is a party.

## 32 AUTHENTICATION OF DOCUMENTS

- 32.1 Any Director or the Secretary or any Person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company (including the Memorandum of Association and these Articles), any resolutions passed by the Company or the Directors and any books, records, documents and accounts relating to the business of the Company and to certify copies thereof or extracts therefrom as true copies or extracts.
- 32.2 Where any books, records, documents or accounts of the Company are situated elsewhere than at the Office the local manager or other Officer or the company having the custody thereof shall be deemed to be a Person appointed by the Directors for the purposes set out in Article 32.1.

## 33 DIVIDENDS

- 33.1 Subject to the provisions of the Law, the Company may by Ordinary Resolution declare dividends in accordance with the respective rights of the Members but no dividend shall exceed the amount recommended by the Directors.
- 33.2 Subject to the provisions of the Law, the Directors may if they think fit from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company.
- 33.3 If at any time the share capital of the Company is divided into different classes the Directors may pay such interim dividends in respect of those shares which confer on the Holders thereof deferred or non-preferred rights as well as in respect of those shares which confer on the Holders thereof preferential rights with regard to dividend.
- 33.4 The Directors may also pay half-yearly or at other suitable intervals to be settled by them any dividend which may be payable at a fixed rate if they are of the opinion that the profits of the Company justify the payment.
- 33.5 Provided the Directors act *bona fide* they shall not incur any personal liability to the Holders of shares conferring a preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferred rights.
- 33.6 Subject to any particular rights or limitations as to dividend for the time being attached to any shares as may be specified in these Articles or upon which such shares may be issued, all dividends shall be declared apportioned and paid *pro rata* according

to the amounts Paid Up (in respect of the nominal amount) on the shares on which the dividend is paid (otherwise than in advance of calls) provided that if any share is issued on terms providing that it shall rank for dividend as if Paid Up (in whole or in part) or as from a particular date (either past or future) such share shall rank for dividend accordingly.

- 33.7 The Directors may before recommending any dividend set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall at the discretion of the Directors be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may at the like discretion be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit.
- 33.8 The Directors may carry forward to the account of the succeeding year or years any balance of profit which they do not think fit either to dividend or to place to reserve.
- 33.9 A general meeting declaring a dividend may upon the recommendation of the Directors direct that payment of such dividend shall be satisfied wholly or in part by the distribution of specific assets and in particular of Paid-Up shares or debentures of any other company and the Directors shall give effect to such resolution. Where any difficulty arises in regard to the distribution the Directors may settle the same as they think expedient and in particular may:
- 33.9.1 issue certificates representing part of a shareholding or fractions of shares and may fix the value for distribution of such specific assets or any part thereof;
  - 33.9.2 determine that cash payment shall be made to any Members on the basis of the value so fixed in order to adjust the rights of Members;
  - 33.9.3 vest any specific assets in trustees upon trust for the Persons entitled to the dividend as may seem expedient to the Directors; and
  - 33.9.4 generally make such arrangements for the allotment, acceptance and sale of such specific assets or certificates representing part of a shareholding or fractions of shares or any part thereof or otherwise as they think fit.
- 33.10 Any resolution declaring a dividend on the shares of any class whether a resolution of the Company in general meeting or a resolution of the Directors or any resolution of the Directors for the payment of a fixed dividend on a date prescribed for the payment thereof may specify that the same shall be payable to the Persons registered as the Holders of shares of the class concerned at the close of business on a particular date notwithstanding that it may be a date prior to that on which the resolution is passed (or as the case may be that prescribed for payment of a fixed dividend) and thereupon the dividend shall be payable to them in accordance with their respective holdings so registered but without prejudice to the rights *inter se* in respect of such dividend of transferors and transferees of any shares of the relevant class.
- 33.11 The Directors may deduct from any dividend or other monies payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

33.12 The Directors may agree with any Member that dividends which may be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other Person to bear any costs involved.

33.13 Any dividend or other monies payable in respect of a share may be paid:

33.13.1 in cash;

33.13.2 by cheque or warrant sent through the post to the registered address of the Holder or Person entitled thereto and in the case of joint Holders to any one of such joint Holders or to such Person and to such address as the Holder or joint Holders may in Writing direct. Every such cheque or warrant shall be made payable to the order of the Person to whom it is sent or to such other Person as the Holder or joint Holders may in Writing direct and payment of the cheque or warrant shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the Person entitled to the money represented thereby;

33.13.3 by direct debit, bank or other funds transfer system or by such other electronic means (including, in the case of an Uncertificated Share, a Relevant System) to such account as the Holder or Person entitled to payment may notify to the Company for the purpose; or

33.13.4 by any other method as may be agreed between the Company and the Holder or Person entitled to payment.

33.14 All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. No dividend shall bear interest as against the Company.

33.15 Any dividend which has remained unclaimed for a period of ten years from the date of declaration thereof shall if the Directors so resolve be forfeited and cease to remain owing by the Company and shall thenceforth belong to the Company absolutely.

#### **34 CAPITALISATION OF PROFITS**

34.1 The Directors may with the authority of an Ordinary Resolution of the Company:

34.1.1 subject as hereinafter provided, resolve that it is desirable to capitalise any undistributed profits of the Company (including profits carried and standing to any reserve or reserves) not required for paying any fixed dividends on any shares entitled to fixed preferential dividends with or without further participation in profits or to capitalise any sum carried to reserve as a result of the sale or revaluation of the assets of the Company (other than goodwill) or any part thereof or to capitalise any sum standing to the credit of the Company's share premium account or capital redemption reserve fund;

34.1.2 appropriate the profits or sum resolved to be capitalised to the Members in the proportion in which such profits or sum would have been divisible amongst them had the same been applicable and had been applied in

paying dividends and to apply such profits or sum on their behalf either in or towards paying up any amount for the time being unpaid on any shares held by such Members respectively or in paying up in full either at par or at such premium as the said resolution may provide any unissued shares or debentures of the Company such shares or debentures to be allotted and distributed credited as fully Paid Up to and amongst such Members in the proportions aforesaid or partly in one way and partly in the other provided that the share premium account and the capital redemption reserve fund and any unrealised profits may for the purposes of this Article only be applied in the paying up of unissued shares to be allotted to Members credited as fully Paid Up;

34.1.3 make all appropriations and applications of the profits or sum resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures if any and generally shall do all acts and things required to give effect thereto with full power to the Directors to make such provision by the issue of certificates representing part of a shareholding or fractions of shares or by payments in cash or otherwise as they think fit in the case of shares or debentures becoming distributable in fractions; and

34.1.4 authorise any Person to enter on behalf of all the Members entitled to the benefit of such appropriations and applications into an agreement with the Company providing for the allotment to them respectively credited as fully Paid Up of any further shares or debentures to which they may be entitled upon such capitalisation and any agreement made under such authority shall be effective and binding on all such Members.

## **35 ACCOUNTS AND AUDIT**

35.1 The Company shall keep accounting records which are sufficient to show and explain the Company's transactions and are such as to:

35.1.1 disclose with reasonable accuracy at any time the financial position of the Company at that time; and

35.1.2 enable the Directors to ensure that any accounts prepared by the Company comply with requirements of the Law.

35.2 The Directors shall prepare accounts of the Company made up to such date in each year as the Directors shall from time to time determine in accordance with and subject to the provisions of the Law.

35.3 No Member shall (as such) have any right to inspect any accounting records or other book or document of the Company except as conferred by the Law or authorised by the Directors or by Ordinary Resolution of the Company.

35.4 The Directors shall deliver to the Registrar of Companies a copy of the accounts of the Company signed on behalf of the Directors by one of them together with a copy of the report thereon by the Auditors in accordance with the Law.

35.5 The Directors or the Company by Ordinary Resolution shall appoint Auditors for any period or periods to examine the accounts of the Company and to report thereon in accordance with the Law.

## 36 NOTICES

- 36.1 In the case of joint Holders of a share all Notices shall be given to that one of the joint Holders whose name stands first in the Register in respect of the joint holding and Notice so given shall be sufficient Notice to all the joint Holders.
- 36.2 A Notice may be given to any Person by any of the following methods:
- 36.2.1 personally;
  - 36.2.2 by sending it by post in a prepaid letter to him at his registered address;
  - 36.2.3 by leaving it at his registered address;
  - 36.2.4 by sending it by Electronic Communication to an address for the time being notified to the Company by the Person for that purpose;
  - 36.2.5 by a Relevant System
- 36.3 Any Member with a registered address outside the British Isles who gives to the Company an address within the British Isles at which Notices or other documents may be sent to him, or an address to which Notices or other documents may be sent using Electronic Communications, shall be entitled (subject to the agreement of the Company in the case of Electronic Communications) to have Notices or other documents sent to him at that address, but otherwise shall not be entitled to receive any Notice or other document from the Company.
- 36.4 Any Member Present at any meeting of the Company shall for all purposes be deemed to have received due Notice of such meeting and where requisite of the purposes for which such meeting was convened.
- 36.5 A Notice or other document:
- 36.5.1 required to be sent by the Company to any Member, if served by post to an address in the British Isles, shall be deemed to have been served two Clear Days after the letter containing the Notice or other document is posted, and in proving such service it shall be sufficient to prove that the letter containing the Notice or document was properly addressed, stamped, and duly posted.
  - 36.5.2 contained in an Electronic Communication shall be deemed to be served one day after the time it was sent. Proof that a Notice contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators of the United Kingdom shall be conclusive evidence that the Notice or document was served.
  - 36.5.3 sent by a Relevant System shall be deemed to be served when the Company (or a participant in the Relevant System acting on its behalf) sends the issuer's instruction (as defined in the Regulations) relating to the Notice or document.
- 36.6 A Notice may be given by the Company to the Persons entitled to a share in consequence of the death, bankruptcy or incapacity of a Member by sending or delivering it in any manner authorised by these Articles for the giving of Notice to a Member addressed to them by name or by the title of representatives of the deceased or trustee of the Bankrupt or curator of the Member or by any like description at the

address if any supplied for that purpose by the Persons claiming to be so entitled. Until such an address has been supplied a Notice may be given in any manner in which it might have been given if the death, bankruptcy or incapacity had not occurred. If more than one Person would be entitled to receive a Notice in consequence of the death, bankruptcy or incapacity of a Member Notice given to any one of such Persons shall be sufficient Notice to all such Persons.

36.7 Notwithstanding any of the provisions of these Articles any Notice to be given by the Company to a Director or to a Member may be given in any manner agreed in advance by any such Director or Member.

### **37 WINDING UP**

37.1 Subject to any particular rights or limitations for the time being attached to any shares as may be specified in these Articles or upon which such shares may be issued if the Company is wound up, the assets available for distribution among the Members shall be applied first in repaying to the Members the amount Paid Up on their shares respectively and if such assets shall be more than sufficient to repay to the Members the whole amount Paid Up on their shares the balance shall be distributed among the Members in proportion to the amount which at the time of the commencement of the winding up had been actually Paid Up (in respect of the nominal amount) on their said shares respectively.

37.2 If the Company is wound up, the Company may with the sanction of a Special Resolution and any other sanction required by the Law divide the whole or any part of the assets of the Company among the Members in specie and the liquidator or where there is no liquidator the Directors may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members and with the like sanction vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Members as the liquidator or the Directors (as the case may be) with the like sanction determine but no Member shall be compelled to accept any assets upon which there is a liability.

### **38 INDEMNITY**

38.1 In so far as the Law allows, every present or former Officer of the Company shall be indemnified out of the assets of the Company against any loss or liability incurred by him by reason of being or having been such an Officer.

38.2 The Directors may without sanction of the Company in general meeting authorise the purchase or maintenance by the Company for any Officer or former Officer of the Company of any such insurance as is permitted by the Law in respect of any liability which would otherwise attach to such Officer or former Officer.

### **39 NON-APPLICATION OF STANDARD TABLE**

39.1 The regulations constituting the Standard Table prescribed pursuant to the Law shall not apply to the Company and are hereby expressly excluded in their entirety.

### **40 DISCLOSURE OF INTERESTS IN SHARES**

40.1 Where a Member either to his knowledge acquires an interest in shares or ceases to be interested in shares (whether or not retaining an interest in any other shares) or becomes

aware that he has acquired an interest in shares or that he has ceased to be interested in shares in which he was previously interested then, in the circumstances set out in this Article 40, he is under an obligation to make notification to the Company with respect to his interests (if any) in shares.

40.2 In this Article 40, a reference to a “share” or “shares” means shares carrying a right to vote in all circumstances at general meetings of the Company. For the avoidance of doubt:

40.2.1 where the Company's shares are divided into different classes of shares, references in this Article 40 to a percentage of the aggregate nominal value of the Company's issued shares is to a percentage of the aggregate nominal value of the Company's issued shares comprised in each of the classes taken separately; and

40.2.2 the temporary suspension of voting rights in respect of shares of any class does not affect the application of this Article in relation to interests in those shares or any other shares of such class.

40.3 For the purposes of this Article 40, a Member is under an obligation to notify his interest in shares either at the time the relevant change occurs or, if later, when he first becomes aware that he has acquired or disposed of an interest in shares and references in this Article 40 as to when he is obliged to notify the Company of a change in his interests in shares shall be construed accordingly.

40.4 A Member shall be obliged to notify the Company whenever:

40.4.1 having not been interested in shares which together represent 3% or more of the aggregate nominal value of the issued shares, he becomes interested in shares which together represent 3% or more of the aggregate nominal value of the issued shares;

40.4.2 having been interested in shares which together represent 3% or more of the aggregate nominal value of the issued shares, he becomes no longer interested in shares which together represent 3% or more of the aggregate nominal value of the issued shares;

40.4.3 at any time during the period when he is interested in shares which together represent 3% or more of the aggregate nominal value of the issued shares, the percentage of the issued shares in respect of which such Member is interested changes (either upwards or downwards), rounding down in the case of percentages other than whole percentages with the intent that Members will not be required as a result of this Article 40.4.3 to notify changes in their interests other than changes between one whole percentage of the aggregate nominal value of the issued shares and another.

40.5 The board of Directors may resolve from time to time that certain types of interests which the board of Directors in its sole discretion considers to be non-material for the purposes of this Article 40 shall not constitute an interest in shares for the purposes of this Article 40.

40.6 Where notification is required by the foregoing provisions of this Article 40, such notification must be provided to the Company in Writing and must be made within 2 days

following the day on which the obligation to disclose arises. The notification must specify the class of share capital to which it relates and must also state the number of shares (if any) in which the Member making the notification knows he has a notifiable interest immediately after the time when the obligation to make such notification arose. A notification made in accordance with this Article 40 shall include the identity of each registered holder of the shares to which the notification relates and the number of shares held by each of them.

40.7 For the purposes of this Article 40, a Member is taken to have an interest in any share in respect of which any of the following Persons is interested:

40.7.1 a Concert Party,

40.7.2 an Associated Entity, or

40.7.3 a Related Person,

of such Member (together a "Connected Person").

For the avoidance of doubt, the provisions of this Article 40.7 do not relieve a Connected Person of any obligation it may be under to disclose its interests in shares pursuant to the foregoing provisions of this Article 40.

For the purposes of this Article 40.7:

- (a) a "Concert Party" in relation to a Member means any other Person or Persons with whom that Member, pursuant to an agreement or understanding (whether formal or informal), actively co-operates, through the acquisition by any of them of shares or otherwise, to obtain or consolidate control of or influence over the Company;
- (b) an "Associated Entity" in relation to a Member which is a body corporate, partnership or other entity (whether of independent legal status or otherwise) means any body corporate, partnership or entity (whether of independent legal status or otherwise) which is controlled by (which includes any case where the Member is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of a body corporate (and for these purposes where a Person is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of a body corporate and that body corporate is entitled to exercise or control the exercise of any of the voting power at general meetings of another body corporate (the "effective voting power") then the effective voting power is taken as exercisable by that Person) or which controls or which is under common control with, or is, or whose directors are, otherwise accustomed to act in accordance with the directions or instructions of, such Member and includes all directors and officers of any such Member or any such body corporate, partnership or entity and any other Person who is able to direct, control or influence such Member or any such body corporate, partnership or entity; and
- (c) a "Related Person" means, in relation to a Member who is an individual, his or her spouse or civil partner, children, step children and trusts of

which that individual or any other Related Person is a trustee or potential beneficiary.

#### 41 **COMPANY INVESTIGATIONS**

- 41.1 The Directors shall have the power by Notice in Writing to require any Member to disclose to the Company the identity of any Person other than the Member (an **“interested party”**) who to the knowledge of that Member has any interest in the shares held by the Member and the nature of such interest. Without limitation to the foregoing, a Member by virtue of such Notice will be required to disclose (so far as within his knowledge) the identity or identities of all Persons or entities for whom or on whose behalf the relevant shares are ultimately held or the Persons or entities which hold the ultimate beneficial interest or have a beneficial interest in the shares or which ultimately influence or control the holding of the shares. References to the ultimate holding or to Persons or entities on whose behalf the relevant shares are ultimately held require disclosure of the Person or Persons or entities which ultimately control, benefit or have an interest in the shares such that the Directors may reasonably determine the identity of the Person or Persons or entities which have an indirect interest in the relevant shares and the nature of that interest and a Member will not comply with the provisions of this Article by virtue of disclosing the legal entities or Persons through whom the relevant shares are held without also disclosing the actual identity of the relevant Person or Persons or entities for whom the relevant shares are ultimately held.
- 41.2 Any such Notice shall require any information in response to such Notice to be given in writing within five (5) days of the date of such Notice, or within such longer period as the Directors may determine.

#### 42 **REQUISITION**

- 42.1 The Directors may be required to exercise their powers under Article 41 on the requisition of Members of the Company holding at the date of deposit of the requisition not less than one-tenth of such of the paid-up share capital of the Company as carries at that date the right of voting at general meetings of the Company.
- 42.2 The requisition must:
- 42.2.1 state that the requisitionists are requiring the Company to exercise its powers under Article 41;
  - 42.2.2 specify the manner in which they require those powers to be exercised; and
  - 42.2.3 give reasonable grounds for requiring the Company to exercise those powers in the manner specified, and must be signed by the requisitionists
- and deposited at the Office.
- 42.3 The requisition may consist of several documents in like form each signed by one or more requisitionists.
- 42.4 On the deposit of a requisition complying with this Article 42, the Directors shall exercise their powers under Article 41 in the manner specified in the requisition.

## 43 DEFAULT

- 43.1 If any Member has been duly served with a Notice given by the Directors in accordance with Article 41 and is in default after the prescribed period in supplying to the Company the information thereby required, then the Directors may in their absolute discretion at any time thereafter serve a Notice (a "direction notice") upon such Member, which direction notice may direct that:
- 43.1.1 the Member shall not be entitled in respect of the default shares to be present or to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll or to exercise any other right conferred by Membership in relation to any such meeting or poll; and
  - 43.1.2 where the default shares represent at least 0.25 per cent in nominal value of the issued shares of their class:
    - (a) any dividend or other money payable in respect of the shares shall be withheld by the Company, which shall not have any obligation to pay interest on it and the Member shall not be entitled to elect to receive shares instead of that dividend; and
    - (b) no transfer, other than an excepted transfer, of any shares held by the Member shall be registered.
- 43.2 Where the sanctions under Article 43.1 apply in relation to any shares, they shall cease to have effect (and any dividends withheld under Article 43.1.2 shall become payable):
- 43.2.1 if the shares are transferred by means of an excepted transfer but only in respect of the shares transferred; or
  - 43.2.2 at the end of the period of seven days (or such shorter period as the board of Directors may determine) following receipt by the Company of the information required by the Notice mentioned in Article 41 and the board of Directors being fully satisfied that such information is full and complete.
- 43.3 Where default shares are held by a Depositary, the provisions of this Article 43 shall be treated as applying only to the default shares and not to any other shares held by the Depositary.
- 43.4 Where the Member on which a Notice under Article 41 is served is a Depositary acting in its capacity as such, the obligations of the Depositary as a Member of the Company shall be limited to disclosing to the Company such information relating to any Person appearing to be interested in the shares held by it as has been recorded by it pursuant to the arrangements entered into by the Company or approved by the board of Directors pursuant to which it was appointed as a Depositary.
- 43.5 For the purposes of this Article 43:
- 43.5.1 reference to a Person having failed to give the Company the information required by a Notice, or being in default as regards supplying such information, includes reference:
    - (a) to his having failed or refused to give all or any part of it; and

- (b) to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular;

43.5.2 **"default shares"** means the shares held by a Member in default as referred to in Article 43.1;

43.5.3 **"prescribed period"** means 14 days;

43.5.4 **"excepted transfer"** means, in relation to any shares held by a Member:

- (a) a transfer by way of or pursuant to acceptance of a takeover offer for the Company (within the meaning of Article 116 of the Law); or
- (b) a transfer in consequence of a sale made through a recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000 of the United Kingdom) or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded; or
- (c) a transfer which is shown to the satisfaction of the board of Directors to be made in consequence of a sale of the whole of the beneficial interest in the shares to a Person who is unconnected with the Member and with any other Person appearing to be interested in the shares.

For these purposes, a Person shall be treated as being connected with a Member of that Person is:

- (i) a spouse, child (under the age of 18) or step child (under the age of 18) of the Member; or
- (ii) an associated body corporate which is a company in which the Member alone, or with connected Persons, is directly or indirectly beneficially interested in 20% or more of the nominal value of the equity share capital or is entitled (alone or with connected Person) to exercise or control the exercise of more than 20% of the voting power at general meetings; or
- (iii) a trustee (acting in that capacity) of any trust, the beneficiaries of which include the Member or Persons falling within paragraphs (i) or (ii) above excluding trustees of an employees' share scheme or pension scheme; or
- (iv) a partner (acting in that capacity) of the Member or Persons connected with such Member as referred to in paragraphs (i), (ii) and (iii) above.

#### 44 REGISTER OF INTERESTS

44.1 The Company shall maintain a register of interested parties and whenever the Company receives information from a Person in consequence of the fulfilment of an obligation imposed by Articles 40 or 41, the Company shall inscribe in the register, against that Person's name, that information and the date of inscription.

## 45 **UNCERTIFICATED SHARES**

45.1 Notwithstanding anything in these Articles to the contrary, any shares in the Company may be issued, held, registered, converted to, transferred or otherwise dealt with in uncertificated form and converted from uncertificated form to certificated form in accordance with the Regulations and practices instituted by the operator of the Relevant System. Any provisions of these Articles shall not apply to any Uncertificated Shares to the extent that such provisions are inconsistent with:

45.1.1 the holding of shares in uncertificated form;

45.1.2 the transfer of title to shares by means of a Relevant System; or

45.1.3 any provision of the Regulations.

45.2 Without prejudice to the generality and effectiveness of the foregoing:

45.2.1 Articles 7 (Share Certificates), 11.2, 11.6 and 11.9 shall not apply to Uncertificated Shares and Article 11.8 shall apply as if the reference therein to the date on which the instrument of transfer was lodged with the Company were a reference to the date on which the appropriate instruction was received by or on behalf of the Company in accordance with the facilities and requirements of the Relevant System;

45.2.2 subject to and in accordance with Article 11 in relation to Uncertificated Shares, the Board may also refuse to register a transfer of Uncertificated Shares in such other circumstances as may be permitted or required by the Regulations and the Relevant System;

45.2.3 references in these Articles to a requirement on any Person to execute or deliver an instrument of transfer or certificate or other document which shall not be appropriate in the case of Uncertificated Shares shall, in the case of Uncertificated Shares, be treated as references to a requirement to comply with any relevant requirements of the Relevant System and any relevant arrangements or regulations which the Board may make from time to time pursuant to Article 45.2.10 below;

45.2.4 for the purposes referred to in Article 12.2, a Person entitled by transmission to a share in uncertificated form who elects to have some other Person registered shall either:

(a) procure that instructions are given by means of the Relevant System to effect transfer of such Uncertificated Share to that Person; or

(b) change the Uncertificated Share to certificated form and execute an instrument of transfer of that Certificated Share to that Person;

45.2.5 the Company shall enter on the Register the number of Uncertificated Shares which are held by each member in uncertificated form and in certificated form and shall maintain the Register in each case as is required by the Regulations and the Relevant System and, unless the Board otherwise determines, holdings of the same holder or joint holders in certificated form and uncertificated form shall be treated as separate holdings;

- 45.2.6 a class of share shall not be treated as two classes by virtue only of that class comprising both Certificated Shares and Uncertificated Shares or as a result of any provision of these Articles or the Regulations which applies only in respect of Certificated Shares or Uncertificated Shares;
  - 45.2.7 for the purposes referred to in Article 8.3 and 10.6 the Directors may in respect of Uncertificated Shares authorise some Person to transfer and/or require the holder to transfer the relevant shares in accordance with the facilities and requirements of the Relevant System;
  - 45.2.8 for the purposes of Articles 10.5, 10.7, 10.8, 11.11, 12.3, 33.9 and 34.1.3 and any other provisions of these Articles referring to share certificates or instruments of transfer or other documents relating to Certificated Shares, the Directors shall in respect of Uncertificated Shares have such powers as are necessary or appropriate to achieve the equivalent effect;
  - 45.2.9 subject to the Law the Directors may issue shares as Certificated Shares or as Uncertificated Shares in their absolute discretion and Article 34.1.3 shall be construed accordingly;
  - 45.2.10 the Directors may make such arrangements or regulations (if any) as they may from time to time in their absolute discretion think fit in relation to the evidencing and transfer of Uncertificated Shares and otherwise for the purpose of implementing and/or supplementing the provisions of this Article 45 and the Regulations and the facilities and requirements of the Relevant System and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article 45;
  - 45.2.11 the Directors may utilise the Relevant System to the fullest extent available from time to time in the exercise of the Company's powers or functions under the Law or these Articles or otherwise in effecting any actions; and
  - 45.2.12 the Directors may resolve that a class of shares is to become a participating security and may at any time determine that a class of shares shall cease to be a participating security.
- 45.3 Where any class of shares in the capital of the Company is a participating security and the Company is entitled under any provisions of the Law or the rules made and practices instituted by the operator of any Relevant System or under these Articles to dispose of, forfeit, enforce a lien or sell or otherwise procure the sale of any shares which are held in uncertificated form, such entitlement (to the extent permitted by the Regulations and the rules made and practices instituted by the operator of the Relevant System) shall include the right to:
- 45.3.1 request or require the deletion of any computer-based entries in the Relevant System relating to the holding of such shares in uncertificated form; and/or
  - 45.3.2 require any Holder of any Uncertificated Shares which are the subject of any exercise by the Company of any such entitlement, by Notice in Writing to the Holder concerned, to change his holding of such Uncertificated Shares into certificated form within such period as may be specified in the Notice, prior to completion of any disposal, sale or transfer of such shares or direct the Holder

to take such steps, by instructions given by means of a Relevant System or otherwise, as may be necessary to sell or transfer such shares; and/or

- 45.3.3 appoint any Person to take such other steps, by instruction given by means of a Relevant System or otherwise, in the name of the Holder of such shares as may be required to effect a transfer of such shares and such steps shall be as effective as if they had been taken by the registered Holder of the Uncertificated Shares concerned; and/or
- 45.3.4 transfer any Uncertificated Shares which are the subject of any exercise by the Company of any such entitlement by entering the name of the transferee in the Register in respect of that share as a transferred share; and/or
- 45.3.5 otherwise rectify or change the Register in respect of that share in such manner as may be appropriate; and
- 45.3.6 take such other action as may be necessary to enable those shares to be registered in the name of the Person to whom the shares have been sold or disposed of or as directed by him.

45.4 For the purposes of this Article 45:

- 45.4.1 words and expressions shall have the same respective meanings as in the Regulations;
- 45.4.2 references herein to an Uncertificated Share or to a share (or to a holding of shares) being in uncertificated form are references to that share being an uncertificated unit of a security, and references to a certificated share or to a share being in certificated form are references to that share being a unit of a security which is not an uncertificated unit; and
- 45.4.3 “**cash memorandum account**” means an account so designated by the operator of the relevant system.

#### 46 **COMPULSORY TRANSFER OF SHARES**

- 46.1 If it shall come to the notice of the Directors that any shares are or may be owned or held directly or beneficially by any Person in breach of any law or requirement of any country or jurisdiction or by virtue of which such Person is not qualified to own those shares and, in the sole and conclusive determination of the Directors, such ownership or holding or continued ownership or holding of those shares (whether on its own or in conjunction with any other circumstance appearing to the Directors to be relevant) would in the reasonable opinion of the Directors, cause a pecuniary or tax disadvantage to the Company or any other holder of shares or other securities of the Company which it or they might not otherwise have suffered or incurred (any such ownership or holding being a "Disadvantageous Ownership") then the Directors may serve written Notice (hereinafter called a "Transfer Notice") upon the Person (or any one of such Persons where shares are registered in joint names) appearing in the register as the holder (the "Vendor") of any of the shares concerned (the "Relevant Shares") requiring the Vendor within 21 days (or such extended time as in all the circumstances the Directors consider reasonable) to transfer (and/or procure the disposal of interests in) the Relevant Shares to another Person whose ownership or holding of such shares would not, in the sole and conclusive determination of the Directors, result in Disadvantageous Ownership as

above (such a Person being hereinafter called an "Eligible Transferee"). On and after the date of such Transfer Notice, and until registration of a transfer of the Relevant Share to which it relates pursuant to the provisions referred to in this Article 46.1 or Article 46.2 below, the rights and privileges attaching to the Relevant Shares will be suspended and not capable of exercise.

- 46.2 If within 21 days after the giving of a Transfer Notice (or such extended time as in all the circumstances the Directors consider reasonable) the Transfer Notice has not been complied with to the satisfaction of the Directors, the Company may sell the Relevant Shares on behalf of the holder thereof by instructing a London Stock Exchange member firm to sell them at the best price reasonably obtainable at the time of sale to any one or more Eligible Transferees. To give effect to a sale, the Directors may authorise in writing any officer or employee of the Company or any officer or employee of the secretary of the Company to transfer the Relevant Shares on behalf of the holder thereof (or any Person who is automatically entitled to the shares by transmission or by law) or to cause the transfer of the Relevant Shares to the purchaser and in relation to an Uncertificated Share may require the operator of the relevant system (for the holding or transfer of uncertificated securities) to convert the share into a certificated form and an instrument of transfer executed by that Person will be as effective as if it had been executed by the holder of, or the Person entitled by transmission to, the Relevant Shares, The purchaser is not bound to see to the application of the purchase money and the title of the transferee is not affected by any irregularity in or invalidity of the proceedings connected to the sale. The net proceeds of the sale of the Relevant Shares, after payment of the Company's costs of the sale, shall be received by the Company, whose receipt shall be a good discharge for the purchase moneys, and shall belong to the Company and, upon their receipt, the Company shall become indebted to the former holder of the Relevant Shares, or the Person who is automatically entitled to the Relevant Shares by transmission or by law, for an amount equal to the net proceeds of transfer, in the case of Certificated Shares, upon surrender by him or them of the certificate for the Relevant Shares which the Vendor shall forthwith be obliged to deliver to the Company. The Company is deemed to be a debtor and not a trustee in respect of that amount for the Member or other Person. No interest is payable on that amount and the Company is not required to account for money earned on it. The amount may be employed in the business of the Company or as it thinks fit. The Company may register or cause the registration of the transferee as holder of the Relevant Shares and thereupon the transferee shall become absolutely entitled thereto.
- 46.3 A Member who becomes aware that his ownership or holding of shares in the Company is a Disadvantageous Ownership shall forthwith, unless he has already received a Transfer Notice pursuant to the provisions referred to above, either transfer the shares to one or more Eligible Transferees or give a request in writing to the Directors for the issue of a Transfer Notice in accordance with the provisions referred to above. Every such request shall, in the case of Certificated Shares, be accompanied by the certificate(s) for the shares to which it relates.
- 46.4 Subject to the provisions of these Articles, the Directors will, unless any Director has reason to believe otherwise, be entitled to assume without enquiry that none of the shares are held in such a way as to entitle the Directors to serve a Transfer Notice in respect thereof. The Directors may, however, at any time and from time to time call upon any holder (or any one of joint holders or a Person who is automatically entitled to the shares by transmission or by law) of shares by Notice in writing to provide such information and evidence as they require upon any matter connected with or in relation to such holder of shares. In the event of such information and evidence not being so

provided within such reasonable period (not being less than 21 clear days after service of the Notice requiring the same) as may be specified by the Directors in the said Notice, the Directors may, in their absolute discretion, treat any share held by such a holder or joint holders or Person who is automatically entitled to the shares by transmission or by law as being held in such a way as to entitle them to serve a Transfer Notice in respect thereof.

- 46.5 The Directors will not be required to give any reasons for any decision, determination or declaration taken or made in accordance with these provisions. The exercise of the powers conferred by the provisions referred to in Articles 46.1 and/or 46.2 and/or 46.4 above may not be questioned or invalidated in any case on the grounds that there was insufficient evidence of direct or beneficial ownership or holding of shares by any Person or that the true direct or beneficial owner or holder of any shares was otherwise than as appeared to the Directors at the relevant date provided that the said powers have been exercised in good faith.