



**TERRITORY OF THE BRITISH VIRGIN ISLANDS  
THE BVI BUSINESS COMPANIES ACT 2004**

**AMENDED AND RESTATED  
MEMORANDUM OF ASSOCIATION  
AND  
ARTICLES OF ASSOCIATION**

**OF  
Sable Mining Africa Limited**

**Incorporated on the 27<sup>th</sup> day of April 2007**

Approved by resolution of the Members  
on 4 November 2009

Filed on 17<sup>th</sup> day of November, 2009

**Codan Trust Company (B.V.I.) Ltd.**  
P.O. Box 3140  
Road Town  
Tortola  
British Virgin Islands

**TERRITORY OF THE BRITISH VIRGIN ISLANDS**  
**BVI BUSINESS COMPANIES ACT, 2004**  
**AMENDED AND RESTATED**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**Sable Mining Africa Limited**

**1**      **NAME**

The name of the company is Sable Mining Africa Limited (the “Company”).

**2**      **STATUS**

The Company is a company limited by shares.

**3**      **REGISTERED OFFICE AND REGISTERED AGENT**

The first registered office of the Company is Romasco Place, Wickhams Cay 1, P. O. Box 3140, Road Town, Tortola, British Virgin Islands VG1110.

The first registered agent of the Company is Codan Trust Company (B.V.I.) Ltd. of Romasco Place, Wickhams Cay 1, P. O. Box 3140, Road Town, Tortola, British Virgin Islands VG1110.

**4**      **CAPACITY AND POWERS**

Subject to the Act and any other British Virgin Islands legislation, the Company has, irrespective of corporate benefit:

- (a) full capacity to carry on or undertake any business or activity, do any act or enter into any transaction; and
- (b) for the purposes of paragraph (a), full rights, powers and privileges.

**5**      **NUMBER AND CLASSES OF SHARES**

The Company is authorised to issue up to a maximum of 2,000,000,000 shares of one class without par value.

**6**      **RIGHTS ATTACHING TO SHARES**

Subject to the Articles, the terms of the issue of any share, or any resolution of Members to the contrary (and, for greater clarity, without prejudice to any special rights conferred thereby on the holders of any other shares), a share of the Company confers on the holder:

- (a) the right to one vote at a meeting of the Members or on any resolution of Members;
- (b) the right to an equal share in any distribution paid by the Company; and
- (c) the right to an equal share in the distribution of the surplus assets of the Company on a winding up.

## **7 VARIATION OF CLASS RIGHTS**

The rights attached to any class or series of shares (unless otherwise provided by the terms of issue of the shares of that class or series), whether or not the Company is being wound-up, may be varied with the consent in writing of at least two-thirds of all the holders of the issued shares of that class or series or with the sanction of a resolution passed by a majority of two-thirds of the votes cast at a separate meeting of the holders of the shares of the class or series.

## **8 RIGHTS NOT VARIED BY THE ISSUE OF SHARES PARI PASSU**

Rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

## **9 REGISTERED SHARES**

The Company shall issue registered shares only, and such shares may be in full or fractional form. The Company is not authorised to issue bearer shares, convert registered shares to bearer shares, or exchange registered shares for bearer shares.

## **10 AMENDMENT OF MEMORANDUM AND ARTICLES OF ASSOCIATION**

Subject to Clause 7, the Company may amend its Memorandum or Articles by a Special Resolution of Members.

## **11 DEFINITIONS**

The meanings of words in this Memorandum are as defined in the Articles annexed hereto.

We, CODAN TRUST COMPANY (B.V.I.) LTD., registered agent of the Company, of Romasco Place, Wickhams Cay 1, PO Box 3140, Road Town, Tortola, British Virgin Islands VG1110 for the purpose of incorporating a BVI Business Company under the laws of the British Virgin Islands hereby sign this Memorandum of Association on the 27<sup>th</sup> day of April 2007:

Incorporator

CODAN TRUST COMPANY (B.V.I.) LTD.

SGD

Gareth Thomas

For and on behalf of

Codan Trust Company (B.V.I.) Ltd.

**TERRITORY OF THE BRITISH VIRGIN ISLANDS**

**BVI BUSINESS COMPANIES ACT, 2004**

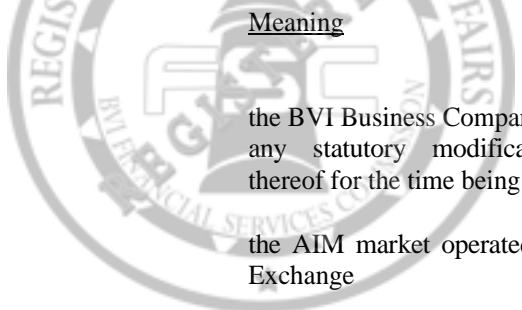
**AMENDED AND RESTATED  
ARTICLES OF ASSOCIATION**

**of**

**SABLE MINING AFRICA LIMITED  
(a company limited by shares)**

**PRELIMINARY**

- 1 (A) In these Articles the following words and expressions have the following meanings:



<u>Expression</u>	<u>Meaning</u>
Act	the BVI Business Companies Act, 2004 including any statutory modification or re-enactment thereof for the time being in force
AIM	the AIM market operated by the London Stock Exchange
Articles	these articles of association as originally registered or as from time to time amended or restated
audited balance sheet	the latest audited balance sheet of the Company unless as at the date of such balance sheet there shall have been made up as at such date and audited a consolidated balance sheet of the Company and its subsidiaries (with such exceptions as may be permitted in the case of a consolidated balance sheet prepared for the purposes of the Act) and in the latter event "the audited balance sheet" means the audited consolidated balance - sheet of the Company and such subsidiaries and references to reserves and profit and loss account shall be deemed to be references to consolidated reserves and consolidated profit and loss account respectively

	and there shall be excluded any amounts attributable to outside interests in subsidiaries
Auditors	the auditors for the time being of the Company
Board	the Board of Directors for the time being of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present and acting by resolution duly passed at a meeting of the Directors or otherwise as permitted by these Articles
Certificated Share	a share which is not an uncertificated share and reference to a share being held in certificated form should be construed accordingly
City Code	the United Kingdom City Code on Takeovers and Mergers (as amended from time to time)
Clear Days	in relation to the period of a notice, the period excluding the day on which the notice is given or deemed to be given, Saturday, Sunday, any Bank Holidays and the day for which it is given or on which it takes effect
Company	means the "Company" as defined in Clause I of the Memorandum from time to time
CREST Manual	the document entitled "CREST Reference Manual" issued by EUI
CREST Rules	the Rules from time to time issued by EUI governing the admission of securities to and the operation of the CREST UK system
CREST UK system	the facilities and procedures for the time being of the relevant system of which EUI has been approved as Operator pursuant to the United Kingdom's Uncertificated Securities Regulations 1995
Director	a director of the Company for the time being
distribution	<p>(a) the direct or indirect transfer of an asset, other than the Company's own shares, to or for the benefit of a Member; or</p> <p>(b) the incurring of a debt to or for the benefit of a Member;</p> <p>in relation to shares held by a Member and whether by means of the purchase of an asset, the purchase, redemption or other acquisition of shares, a transfer of indebtedness or otherwise, and includes a dividend</p>

dividend	includes bonus, if not inconsistent with the subject or context
EUI	Euroclear UK and Ireland Limited, the operator of the CREST UK system
General Meeting or general meeting	any Annual General Meeting or Extraordinary General Meeting of the Company, being a meeting of the Members of the Company convened in accordance with the provisions of Articles 65 to 70 and/or the Act
Group	the Company and its subsidiaries (as defined in the UK Companies Acts) for the time being
Member	in relation to shares means the person whose name is entered in the Register as the holder of the shares
Memorandum	the memorandum of association of the Company as originally registered or as from time to time amended or restated
month	calendar month
Office	the registered office for the time being of the Company
Operator	has the meaning given in the CREST Rules
Ordinary Resolution	A resolution of the Members passed by a simple majority of the votes of the Members entitled to vote and voting in person or by attorney or by proxy at the meeting;
paid up	paid up or credited as paid up in respect of the nominal amount of a Share
Panel	the United Kingdom Takeover Panel
Prohibited Person	any person, as determined by the Board, to whom an issue or transfer of shares: <ul style="list-style-type: none"> <li>(a) would be in breach of the statutes or regulations of any jurisdiction; or</li> <li>(b) would cause the assets of the Company to be deemed assets of an employee benefit plan as defined in and subject to the U.S. Employee Retirement Income Security Act of 1974, as amended, and/or a plan subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended</li> </ul>

Register	the register of Members of the Company
Regulations	the Uncertificated Securities Regulations 2001 (S12001 No 3755) including any modification thereof and rules made thereunder or any regulations in substitution thereof made under section 207 Companies Act 1989 for the time being in force
Relevant System	the computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument, and which facilitate supplementary and incidental matters in accordance with the Regulations
Seal	the common seal of the Company
Secretary	subject to the provisions of the Act, includes joint secretaries, a temporary or an assistant secretary and any person appointed by the Board pursuant to Article 140 to perform any of the duties of the secretary
Special Resolution	a resolution of the Members passed by a majority of not less than seventy five per cent of the votes of the Members entitled to vote and voting in person or by attorney or by proxy at the meeting
Sponsor	has the meaning given in the CREST Rules
System's Rules	the rules, regulations, procedures, facilities and requirements of the relevant system concerned
Uncertificated	a unit of a British Virgin Islands security which is recorded on the relevant register of securities as being held in uncertificated form, and title to which may be transferred by means of the CREST UK system; and "certificated unit of a security" means a unit of security which is not an uncertificated unit
UK Companies Acts	the Companies Act 1985 and the Companies Act 2006 of England and Wales, including any statutory modification or re-enactment thereof for the time being in force
United Kingdom	Great Britain and Northern Ireland
writing	includes printing, typewriting, lithography, photography and any other mode or modes of presenting or reproducing words in a visible form

year from the 1st January to the 31st December inclusive

(B) Words importing:

- (i) the singular number only include the plural number and vice versa;
- (ii) the masculine gender only include the feminine gender;
- (iii) persons include corporations.

(C) References to:

- (i) "mental disorder" mean mental disorder as defined in section 1 of the Mental Health Act 1983 and "mentally disordered" shall be construed accordingly;
- (ii) any section or provision of the Act, if not inconsistent with the subject or context, include any corresponding or substituted section or provision of any Statute amending consolidating or replacing the Act;
- (iii) an Article by number are to the particular Article of these Articles.
- (iv) *share* includes a fraction of a share and save where these Articles otherwise provide, a fraction of a share shall rank *pari passu* and proportionately with a whole share of the same class

(D) Subject as aforesaid, any word or expression defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

(E) The headings are inserted for convenience only and shall not affect the construction of these Articles.

## SHARES

2 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares (which special rights shall not be affected, modified or abrogated except with such consent or sanction as is provided in these Articles), any shares unissued at the date of adoption of these Articles and any shares hereafter created shall be under the control of the Board, which may issue, allot, grant options over and attach to such shares preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, and either at par, at a premium or at a discount.

3 The Company may issue fractions of shares in accordance with and subject to the Act, provided that:

- (A) 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
- (B) a fraction of a share shall not entitle a Member to a vote in respect thereof.



- 4 Subject to the Act, any preference shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the option of the Company are, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Ordinary Resolution determine.
- 5 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
- 6 The Company may in connection with the issue of any shares exercise all powers of paying commission and brokerage conferred or permitted by the Act provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the rate of commission shall not exceed the rate of 10 per cent of the price at which the shares in respect whereof the same is paid are issued or an amount equal to 10 per cent of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
- 7 The Company shall have power, subject to and in accordance with the Act, to purchase any of its own shares, whether or not they are redeemable and may make a payment out of capital in respect of such purchase.
- 8 Subject to the Act, the Company may give financial assistance directly or indirectly for the purpose of, or in connection with, the acquisition made or to be made by any person of any shares in the Company or its holding company (if any).
- 9 If two or more persons are registered as joint holders of any share any one of such persons may give effective receipts for any dividends or other moneys payable in respect of such share, but such power shall not apply to the legal personal representatives of a deceased Member.
- 10 The Company shall not be bound to register more than four persons as joint holders of any share.
- 11 Except as otherwise expressly provided by these Articles or as required by law or as ordered by a Court of competent jurisdiction, no person shall be recognised by the Company as holding any share on any trust, and the Company shall not be bound by or required to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share or any interest in any fractional part of a share other than an absolute right to the entirety thereof in the registered holder.
- 12 Every Member (except a recognised clearing house or nominee and a holder of shares in respect of whom the Company is not by law required to complete and have ready for delivery a certificate) shall be entitled, without payment, to receive within two months after allotment or lodgment of a transfer (unless the conditions of issue provide for a longer interval) one certificate under the Seal for all the shares of each class registered in his name, specifying the number, class, and distinguishing numbers (if any) of the shares in respect of which it is issued and the amount paid up thereon.
- 13 If and so long as all the issued shares in the capital of the Company or all the issued shares of a particular class are fully paid up and rank *pari passu* for all purposes,

then none of those shares shall bear a distinguishing number. In all other cases each share shall bear a distinguishing number.

- 14 In the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all.
- 15 Where a Member has transferred part only of the shares comprised in a certificate, the old certificate shall be cancelled and he shall be entitled without charge to a certificate for the balance of his shares.
- 16 Every certificate for shares or debentures or representing any other form of security of the Company shall in accordance with Article 138 be issued under the Seal, or an official seal kept by the Company.
- 17 No certificate shall be issued representing shares of more than one class, or in respect of shares held by a recognised clearing house or nominee or a holder of shares in respect of which the Company is not required by law to complete and have ready a certificate.
- 18
  - (A) Any two or more certificates representing shares of any one class held by any Member may at his request be cancelled and a single new certificate for such shares issued in lieu without charge.
  - (B) If any Member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Board may, if it thinks fit, comply with such request.
  - (C) If any share certificate shall be defaced, worn out, destroyed or lost, it may on request be renewed on such evidence being produced and such indemnity (if any) being given as the Board shall require, and on payment of any exceptional out-of-pocket expenses of the Company of investigating such evidence and (in the case of defacement or wearing out) on delivery up of the old certificate, but without any further charge.
  - (D) In the case of shares held jointly by several persons any such request mentioned in this Article may be made by any one of the joint holders.

#### **LIEN ON SHARES**

- 19 The Company shall have a first and paramount lien upon the shares registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not and such lien shall extend to all dividends from time to time declared in respect of such shares and to all moneys paid in advance of calls thereon; unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.
- 20 The Board may sell all or any of the shares subject to any lien at such time or times and in such manner as it may think fit but no sale shall be made until such time as

the moneys in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfilment or discharge thereof and giving notice of intention to sell in default shall have been served on such Member or the persons (if any) entitled by reason of death or bankruptcy by transmission to the shares, and default in payment, fulfilment or discharge shall have been made by him or them for seven days after service of such notice.

- 21 The net proceeds of any sale of shares subject to any lien shall be applied in or towards satisfaction of the amount due to the Company, or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the Member or the person (if any) entitled by reason of death or bankruptcy by transmission to the shares so sold.
- 22 Upon any such sale as aforesaid, the Board may authorise a person to transfer the shares sold to the purchaser and may enter the purchaser's name in the Register as holder of the shares, and the purchaser 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.

#### **CALLS ON SHARES**

- 23 Subject to the provisions of these Articles and to the terms of allotment of the shares, the Board may from time to time make such calls on the Members in respect of all moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) as it may think fit, provided that fourteen days' notice at least is given of each call. Each Member shall be liable to pay the amount of every call so made on him to the persons, by the instalments (if any) and at the times and places appointed by the Board. A call may be revoked or the time fixed for its payment postponed by the Board.
- 24 A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed.
- 25 The joint holders of a share shall be jointly and severally liable for the payment of all calls and instalments in respect thereof.
- 26 If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not paid, the person from whom the same is due shall pay interest on the amount of the call or instalment at such rate not exceeding 15 per cent. per annum as the Board shall fix from the day appointed for payment thereof to the time of actual payment, but the Board may waive payment of such interest wholly or in part.
- 27 No Member shall be entitled to receive any dividend or to be present and vote at any General Meeting either personally or (save as proxy for another Member) by proxy, or be reckoned in a quorum, or to exercise any other privilege as a Member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).
- 28 Any sum which by the terms of issue of a share is made payable upon allotment or at any fixed date, whether on account of the amount of the share or by way of

premium, shall for all purposes of these Articles be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture and the like, and all other relevant provisions of these Articles, shall apply as if such sum were a call duly made and notified.

- 29 The Board may from time to time make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.
- 30 The Board may, if it thinks fit, receive from any Member willing to advance the same all or any part of the moneys due on his shares beyond the sums actually called up thereon, and on the moneys so paid in advance, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Board may pay or allow such interest as may be agreed between it and such Member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up: Provided that no dividend shall be payable on so much of the moneys paid up on a share as exceeds the amount for the time being called up thereon. The Board may at any time repay the amount so advanced on giving to such Member not less than three months' notice in writing of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the share in respect of which it was advanced.

#### **TRANSFER OF SHARES**

- 31 The Board shall have power to implement such arrangements as they may, in their absolute discretion, think fit in order for any class of shares to be admitted to settlement by means of the CREST UK system. Where they do so, Articles 32 and 33 shall commence to have effect immediately prior to the time at which EUI admits the class to settlement by means of the CREST UK system.
- 32 In relation to any class of shares which, for the time being, EUI has admitted to settlement by means of the CREST UK system, and for so long as such class remains so admitted, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with:
- (A) the holding of shares of that class in Uncertificated form; or
  - (B) the transfer of title to shares of that class by means of the CREST UK system.
- 33 Without prejudice to the generality of Article 32 and notwithstanding anything contained in these Articles where any class of shares is, for the time being, admitted to settlement by means of the CREST UK system:
- (A) such securities may be issued in Uncertificated form in accordance with and subject as provided in the CREST Rules;
  - (B) unless the Board otherwise determines, such securities held by the same holder or joint holder in certificated form and Uncertificated form shall be treated as separate holdings;

- (C) such securities may be changed from Uncertificated to certificated form, and from certificated to Uncertificated form, in accordance with and subject as provided in the CREST Rules;
- (D) title to such of the shares as are recorded on the Register as being held in Uncertificated form may be transferred only by means of the CREST UK system and as provided in the CREST Rules and accordingly (and in particular) no provision of these Articles shall apply in respect of such shares to the extent that those Articles require or contemplate the effecting of a transfer by an instrument in writing and the production of a certificate for the security to be transferred;
- (E) the Company shall comply in all respects with the CREST Rules;
- (F) no provision of these Articles shall apply so as to require the Company to issue a certificate to any person holding such shares in Uncertificated form;
- (G) the permitted number of joint holders of a share shall be four;
- (H) every transfer of shares from a CREST account of a CREST member to a CREST account of another CREST member shall vest in the transferee a beneficial interest in the shares transferred, notwithstanding any agreements or arrangements to the contrary however and whenever arising and however expressed. Accordingly, each CREST member who is for the time being registered as the holder of any shares of the Company shall hold such shares upon trust for himself and for those persons (if any) whose CREST accounts are duly credited with any such shares or in favour of whom shares are to be withdrawn from EUI pursuant to a settled stock withdrawal instruction; and the member and all such persons, to the extent respectively of the shares duly credited to their respective CREST accounts or the subject of a settled stock withdrawal instruction, shall accordingly have beneficial interest therein.
- (I) Where a dematerialised instruction is expressed to have been sent on behalf of a person by a Sponsor or by EUI:
  - (i) the person on whose behalf the instruction is expressed to have been sent shall not be able to deny to the addressee:
    - (A) that the instruction was sent with his authority; or
    - (B) that the information contained in it is correct; and
  - (ii) the Sponsor or EUI, as the case may be, shall not be able to deny to the addressee:
    - (A) that he has authority to send the dematerialised instruction; or
    - (B) that he has sent the dematerialised instruction.
- (J) Where a dematerialised instruction is expressed to have been sent by a person, and it is not expressed to have been sent on behalf of another person, the first person shall not be allowed to deny to the addressee:

- (i) that the information contained in the instruction is correct; or
  - (ii) that he has sent it.
- (K) An addressee who received a dematerialised instruction (whether directly, or by means of the facilities of a Sponsor acting on his behalf) may (subject to Articles 33(L) and 33((M)) accept that at the time when it was sent:
  - (i) the information contained in the instruction was correct;
  - (ii) the user or authorised Operator identified in the instruction as having sent the instruction did send it; and
  - (iii) if the instruction was expressed to have been sent on behalf of a person, it was sent with the authority of that person.
- (L) An addressee shall not be allowed to accept any of the matters specified in Article 33(K) where, at the time when he received the dematerialised instruction, he was a person who was not either the Company or a Sponsor receiving (in either case) dematerialised instructions on behalf of the Company, and he had actual notice:
  - (i) that any information contained in it was incorrect;
  - (ii) that the user or EUI expressed to have sent the instruction did not send it; or
  - (iii) if the instruction was expressed to have been sent on behalf of a person, that the person had not given to EUI or the Sponsor identified in the instruction as having sent it his authority to send the instruction on his behalf.
- (M) An addressee shall not be allowed to accept any of the matters specified in Article 33(K) where, at the time when he received the dematerialised instruction, he was either the Company or a Sponsor receiving dematerialised instructions on behalf of the Company, and:
  - (i) he had actual notice from EUI of any of the matters specified in Article 33(L); and
  - (ii) the instruction was an instruction from EUI requiring the registration of a transfer of title.
- (N) However, where an addressee has received actual notice of a kind to which Article 31, 32 and 33 refer in respect of a properly authenticated dematerialised instruction, he may accept the matters specified in Article 33(K) if at the time when he received the actual notice it was not practicable for him to halt his processing of the instruction.
- (O) A person who is permitted by Articles 33(K) or 33(N) to accept any matter shall not be liable in damages or otherwise to any person by reason of his having relied on the matter that he was permitted to accept.

- (P) Except as provided in Article 33(O), Articles 31, 32 and 33 do not affect any liability of a person for causing or permitting a dematerialised instruction:
- (i) to be sent without authority;
  - (ii) to contain information that is incorrect; or
  - (iii) to be expressed to have been sent by a person who did not send it.
- 34 Articles 33(N) to 33(P) are to be construed in accordance with the CREST Manual. Words and expressions not specifically defined in Articles 31, 32 and 33 shall bear the same meaning as those words and expressions defined in the CREST Manual.
- 35 Subject to such of the restrictions of these Articles as may be applicable any Member may transfer all or any of his uncertificated shares by means of a Relevant System authorised by the Board in such manner provided for, and subject as provided, in any regulations issued for this purpose under the Act or such as may otherwise from time to time be adopted by the Board on behalf of the Company and the rules of any Relevant System and accordingly no provisions of these Articles shall apply in respect of an Uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the shares to be transferred.
- 36 Subject to such of the restrictions contained in these Articles as may be applicable, any Member may transfer all or any of his Certificated Shares by instrument in writing in any usual or common form, or in such other form as the Board shall from time to time approve. The Board may at any time after the allotment of any share but before any person has been entered in the Register as the holder thereof recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Board may think fit to impose.
- 37 Such instrument of transfer must (if so required by law) be duly stamped and be left at the Office, or at such other place as the Board may appoint, accompanied by the certificate for the shares to be transferred and such other evidence (if any) as the Board may require to prove the title of the intending transferor (and if the instrument of transfer is executed by some other person on his behalf, the authority of that person to do so).
- 38 Every instrument of transfer must be in respect of only one class of share.
- 39 The instrument of transfer of a share shall be signed by or on behalf of the transferor, and 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.
- 40 In the case of a partly paid up share the instrument of transfer must also be signed by or on behalf of the transferee.
- 41 All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may refuse to register shall (except in case of fraud) be returned to the party presenting the same.

- 42 The Board may only decline to register a transfer of an Uncertificated share in the circumstances set out in regulations issued for this purpose under the law, and where, in the case of a transfer to joint holders, the number of joint holders to whom the Uncertificated share is to be transferred exceeds four.
- 43 The Board may, in its absolute discretion, and without assigning any reason refuse to register a transfer of any share (not being a fully paid up share) to a person of whom it does not approve and refuse to register any transfer of any share to more than four joint holders or any transfer of any share (not being a fully paid up share) on which the Company has a lien
- 44 The Board may require a transferee to supply such information as the Board reasonably requires to determine whether such transferee qualifies as a Prohibited Person.
- 45 If the transferee is a Prohibited Person the Board may send a notice directing such transferee to sell his shares within thirty days to a person who is not a Prohibited Person.
- 46 If the holder of, or any other person appearing to be interested in, any share has been given notice under Article 45 and has failed to transfer that share (the "**prohibited share**") in accordance with the directions of the Company within the period prescribed in Article 45, the Board shall be empowered at their discretion without prejudice to any other Article to forfeit and cancel that prohibited share and the Company will be under no obligation to refund any monies to a Member whose shares have been cancelled pursuant to this Article and that Member shall be discharged from any further obligation to the Company.
- 47 If the Board shall refuse to register a transfer of any share, it shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of such refusal.
- 48 The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods as the Board may from time to time determine provided that such registration shall not be suspended for more than thirty days in any year and provided that any entity which is then acting as a depository for shares of the Company will be given at least 60 days' prior written notice of any such proposed suspension.
- 49 No fee shall be charged:
- (A) for registration of a transfer; or
  - (B) on the registration of any probate, letters of administration, certificate of death or marriage, power of attorney, notice or other instrument relating to or affecting the title to any shares.
- 50 Nothing in these Articles shall prevent title to any securities of the Company from being evidenced and transferred without a written instrument in accordance with statutory regulations from time to time made under the Act and the Board shall have power to implement any arrangements it may think fit for such evidencing and transfer which accord with those regulations.



## TRANSMISSION OF SHARES

- 51 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 shares, but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him.
- 52 Subject to the provisions of these Articles, any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, on such evidence as to his title being produced as the Board may require, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof.
- 53 If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing a transfer of such share to such person. All the 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 transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by such Member.
- 54 A person entitled to a share by death or bankruptcy by transmission shall be entitled to receive, and may give a discharge for, any dividends or other moneys payable in respect of the share, but he shall not be entitled in respect of it to receive notices of, or to attend or vote at meetings of the Company, or, save as aforesaid, to exercise any of the rights or privileges of a Member unless and until he shall become a Member in respect of the share. The Board 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 60 days the Board may thereafter withhold payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

## FORFEITURE OF SHARES

- 55 (A) If a Member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof, the Board may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by death or bankruptcy by transmission requiring payment of such call or instalment or such part thereof as remains unpaid, together with interest at such rate not exceeding 15 per cent. per annum as the Board shall determine and any expenses incurred by the Company by reason of such non-payment.
- (B) The notice shall:
- (i) name a further day (not earlier than the expiration of seven days from the date of the notice) on or before which such call or installment or part thereof and all interest and expenses that have accrued by reason of such non-payment are to be paid;
  - (ii) name the place where the payment is to be made; and

(iii) state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made or installment was due will be liable to be forfeited.

(C) 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 the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture, notwithstanding that they shall have been declared.

56 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 to the person entitled to the share by reason of death or bankruptcy 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 in respect of such share; but the provisions of this paragraph are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.

57 Notwithstanding any such forfeiture as aforesaid, the Board may, at any time before the forfeited shares have been otherwise disposed of, annul the forfeiture, on the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share and on such further terms (if any) as it shall see fit.

58 The Board may accept a surrender of any share liable to be forfeited hereunder.

59 Every share which shall be forfeited or surrendered shall thereupon become the property of the Company and within three years of such forfeiture may be sold, cancelled, 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 on such terms and in such manner as the Board shall think fit, and the Board may if necessary authorise a person to transfer the same to such other person as aforesaid.

60 A shareholder whose shares have been forfeited or surrendered shall cease to be a Member but nevertheless be liable to pay to the Company all calls made and not paid on such shares at the time of forfeiture or surrender, and interest thereon to the date of payment in the same manner in all respects as if the shares had not been forfeited or surrendered, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture or surrender without any reduction or allowance for the value of the shares at the time of forfeiture.

61 The forfeiture or surrender of a share shall involve the extinction at the time of forfeiture or surrender of all interest in and all claims and demands against the Company in respect of the share as between the shareholder whose share is forfeited or surrendered and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Act given or imposed in the case of past Members.

62 A declaration in writing that the declarant is a Director or Secretary of the Company and that a share has been duly forfeited or surrendered in pursuance of these Articles, and stating the date on which it was forfeited or surrendered, shall, as against all persons claiming to be entitled to the share adversely to the forfeiture or surrender thereof, be conclusive evidence of the facts therein stated and such

declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof and a certificate for the share under the Seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share. Subject to the execution of any necessary transfer such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase money or other consideration (if any), nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture or surrender, sale, re-allotment or disposal of the share.

### **ALTERATIONS OF SHARES AND PURCHASE OF SHARES**

63 The Company in General Meeting may from time to time:

- (A) by Ordinary Resolution:
- (i) combine all or any of its shares (including issued shares) into a smaller number of shares. On any combination of fully paid shares into a smaller number of shares, the Board may settle any difficulty which may arise as it thinks expedient and in particular (but without prejudice to the generality of the foregoing) may as between the holders of shares to be combined determine which particular shares are to be combined into each combined share and in the case of any share registered in the name of one holder or joint holders being combined with shares registered in the name of another holder or joint holders may make such arrangements as may be thought fit for the sale of the combined share or any fractions thereof and for such purpose may appoint some person to transfer the combined share to the purchaser and arrange either for the distribution among the persons entitled thereto of the net proceeds of such sale after deduction of the expenses of sale or (when such net proceeds in respect of any holding do not exceed £2) for the payment of such net proceeds to the Company. Provided that the necessary unissued shares are available the Board may alternatively in each case where the number of shares held by any holder is not an exact multiple of the number of shares to be combined into a single share issue to each such holder credited as fully paid up by way of capitalisation the minimum number of shares required to round up his holding to such a multiple (such issue being deemed to have been effected immediately prior to combination) and the amount required to pay up such shares shall be appropriated at its discretion from any of the sums standing to the credit of any of the Company's reserve accounts (including shares premium account and capital redemption reserve) or to the credit of profit and loss account and capitalised by applying the same in paying up such shares;
  - (ii) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its shares by the amount of the shares so cancelled; and

- (iii) subject to the Act, divide its shares (including issued shares) into a larger number of shares and so that the resolution whereby any share is divided may determine that, as between the holders of the shares resulting from such division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights or be subject to any such restrictions as compared with, the others as the Company has power to attach to unissued or new shares;
  - (iv) convert the whole, or any particular class, of its preference shares into redeemable preference shares;
  - (v) issue shares which shall entitle the holder to no voting right or entitle the holder to a restricted voting right;
  - (vi) convert all or any of its fully paid shares the par value (if any) of which is expressed in a particular currency into fully paid shares of a par value (if any) which is expressed in a different currency, the conversion being effected at the rate of exchange (calculated to not less than three significant figures) current on the date of the resolution or on such other date as may be specified therein.
- (B) by Special Resolution reduce its authorised shares or any capital redemption reserve or share premium account in any manner authorised and subject to any conditions prescribed by the Act.

#### **INCREASE OF AUTHORISED SHARES**

- 64 The Company in General Meeting may from time to time by Ordinary Resolution increase its authorised shares by the creation of new shares, such new shares to be of such amount and to be divided into shares of such respective amounts and to carry such special rights (if any) or to be subject to such restrictions (if any) including those referred to in Article 2 as the General Meeting resolving on such increase may direct. Subject to any directions made by the Company when resolving on the increase of authorised shares, any new shares shall, subject to the provisions of Article 2, be at the disposal of the Board and shall be considered as part of the original authorised shares and shall be subject to the same provisions with reference to the payment of calls and the forfeiture of shares on non-payment of calls transfer and transmission of shares, lien or otherwise as if they had been part of the original authorised shares.

#### **GENERAL MEETINGS**

- 65 The first general meeting of the Company shall be held within a period of not more than eighteen months from the day on which the Company shall have the right to commence business.
- 66 The Company shall in each year hold a general meeting as its “Annual General Meeting” in addition to any other meetings in that year. Not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. All General Meetings, other than Annual General Meetings, shall be called “Extraordinary General Meetings”. All general meetings shall be held at such time and place as the board shall determine.

67 The Board may call an Extraordinary General Meeting whenever it thinks fit, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the Act (being Members entitled to exercise at least thirty per cent of the voting rights in respect of the matter for which the meeting is requested). In the case of an Extraordinary General Meeting called in pursuance of a requisition, unless such meeting shall have been called by the Board, no business other than that stated in the requisition as the objects of the meeting shall be transacted.

68 An:

(A) Annual General Meeting shall be convened by not less than 21 Clear Days' notice in writing; and

(B) Extraordinary General Meeting shall be convened by not less than 14 Clear Days' notice in writing.

The notice shall specify the place, the day and the hour of the meeting, and in the case of special business, the general nature of that business and shall be given in the manner mentioned in Article 176 (or in such other manner, if any, as may be prescribed by the Company by Ordinary Resolution), to such persons as are, by these Articles, entitled to receive such notices from the Company, provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed by all the Members entitled to attend and vote thereat. The accidental omission to give such notice to, or the non-receipt of such notice by, any such person shall not invalidate any resolution passed or proceeding at any such meeting. Every notice convening an Annual General Meeting of the Company shall describe the meeting as an Annual General Meeting.

69 In every notice calling a General 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 (on a poll) vote instead of him and that a proxy need not also be a Member.

70 In cases where instruments of proxy are sent out with notices, the accidental omission to send such instrument of proxy to, or the non-receipt of such instrument of proxy by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

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

71 All business that is transacted at an Extraordinary General Meeting shall be deemed special and all business that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the declaration of a dividend, the consideration of the accounts and balance sheet and the reports of the Directors and the Auditors and any other documents required to be annexed to the balance sheet, the election of Directors in place of those retiring, the re-appointment of the Auditors retiring and the fixing of the remuneration of the Directors and the Auditors.

(A) No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be not less than two Members present in person or by proxy, provided that in the event a variation of the rights attaching to any class or

series of shares pursuant to paragraph 7 of the Memorandum is to be resolved upon at such General Meeting, the quorum shall be Members, present in person or by proxy, holding at least one third of the issued shares of such class or series (provided that if, at any adjourned such General Meeting, those Members who are present and entitled to vote on such resolution shall constitute a quorum).

(B) If within fifteen minutes from the time appointed for the holding of a General Meeting a quorum is not present, the meeting if convened on the requisition of Members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such time and place as the Board may determine, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present in person or by proxy shall be a quorum.

72 The Chairman (if any) of the Board shall preside at every General Meeting of the Company. If there be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the Deputy Chairman (if any) shall if present and willing to act preside at such meeting but if the Chairman and Deputy Chairman shall not be so present and willing to act the Directors present shall choose one of their number to act, or if there be only one Director present he shall be Chairman if willing to act. If there be no Director present and willing to act, the Members present and entitled to vote shall choose one of their number to be Chairman of the Meeting.

73 The Chairman may, with the consent of any general meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for fourteen days or more, seven Clear Days' notice at the least, specifying the place, the day, and the hour of the adjourned meeting shall be given in the same manner as in the case of an original meeting, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, no Member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

74 At any General Meeting a resolution put to a vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands a poll be demanded by:

- (A) the Chairman; or
- (B) in writing by at least three persons entitled to vote at the meeting; or
- (C) in writing by a Member or Members representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting; or
- (D) in writing by a Member or Members holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

75 Unless a poll be so demanded, a declaration by the Chairman of the meeting 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, shall be conclusive, and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

76 If:

- (A) any objection is raised to the qualification of any voter; or
- (B) any votes have been counted which ought not to have been counted or which might have been rejected; or
- (C) any votes are not counted which ought to have been counted

the objection or error shall not vitiate the decision of the meeting on any resolution unless the same is raised or pointed out at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive.

77 If a poll be demanded in the manner aforesaid, it shall (subject as provided in Article 76) be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded, as the Chairman shall direct. No notice need be given of a poll not taken immediately. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

78 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.

79 In the case of an equality of votes, either on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll was demanded shall be entitled to a second or casting vote.

80 The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business, other than the question on which a poll has been demanded. The demand for a poll may be withdrawn.

## **VOTING**

81 Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every Member present in person shall have one vote, and on a poll every Member shall have one vote for each share of which he is the holder.

82 Where in the British Virgin Islands, England or elsewhere a liquidator, receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any Member on the grounds (however formulated) of mental disorder, the Board

may in its absolute discretion, on or subject to production of such evidence of the appointment as the Board may require, permit such receiver or other person to vote in person or by proxy on behalf of such Member at any General Meeting.

83 If two or more persons are jointly entitled to a share, then in voting on any question the vote of the senior who tenders the vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other registered holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the Register.

84 No Member shall, unless the Board otherwise determines, be entitled to vote at a General Meeting either personally or by proxy or to exercise any privilege as a Member unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

85 On a poll:

(A) votes may be given either personally or by proxy (a proxy not being entitled to vote except on a poll); and

(B) a Member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

86 Any person (whether a Member of the Company or not) may be appointed to act as a proxy. A Member may appoint two or more persons as proxies in the alternative but if he shall do so only one of such proxies may attend as such and vote instead of such Member on any one occasion.

87 An instrument appointing a proxy :

(A) shall:

(i) be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if such appointor is a corporation, either under its common seal or under the hand of some officer or attorney duly authorised in that behalf;

(ii) be deemed to include the power to demand or to concur in demanding a poll and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit but shall not confer any further right to speak at the meeting except with the permission of the Chairman; and

(iii) unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates;

(B) may be in any common form or in such other form as the Board shall approve provided that it shall be so worded as to enable the proxy to vote either for or against the resolutions to be proposed at the meeting at which the proxy is to be used; and

(C) need not be witnessed.



- 88 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified or office copy of such power or authority, shall be deposited at or delivered by facsimile transmission to the Office, or at such other place in the British Virgin Islands or the United Kingdom as is specified in the notice of meeting or in the instrument of proxy issued by the Company, not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within twelve months from such date. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.
- 89 The Board may at the expense of the Company send, by post or otherwise, instruments of proxy (reply-paid or otherwise) to Members for use at any General Meeting or at any meeting of any class of Members 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 of a number of persons specified in the invitations are issued at the expense of the Company, such invitations shall be issued to all (and not some only) of the Members entitled to be sent a notice of the meeting and to vote thereat by proxy.
- 90 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or mental disorder of the principal or the revocation of the instrument of proxy, or of the authority under which the instrument of proxy was executed, or the transfer of the share in respect of which the instrument of proxy is given, provided that no intimation in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office, or at such other place as is referred to in Article 88, at least one hour before the commencement of the meeting or adjourned meeting or the taking of the poll at which the instrument of proxy is used.
- 91 Subject to the Act, a resolution in writing signed by or on behalf of the Members who, on the date when the resolution is to be passed, would be entitled to vote on the resolution if it were proposed at a meeting, shall be as effective as if the same had been duly passed at a general meeting.

#### **CORPORATIONS ACTING BY REPRESENTATIVES**

- 92 Any corporation which is a Member of the Company 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 the Company, or at any meeting of any class of Members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.

#### **DIRECTORS**

- 93 The minimum number of Directors is one. If:

- (A) there is a single Director appointed (the “Sole Director”); or
- (B) all of the Directors, bar one (also the “Sole Director”), is excluded from counting towards the quorum and voting in respect of a particular resolution by virtue of their having a material interest (pursuant to Articles 98 and/or 99),

the Sole Director may act alone in exercising all the powers and authorities vested in the directors by the Articles and the quorum for any Board meeting or part thereof shall be one.

94 A Director shall not be required to hold any qualification shares but shall be entitled to receive notice of, attend and speak at all General Meetings of the Company and of any class of Members of the Company.

95 Each of the Directors shall be entitled to receive such remuneration for his services as the Board may determine. The remuneration may be made payable by way of salary, commission, participation in profits, share options or by all or any of those modes, or otherwise as may be thought expedient and it may be a term of his appointment that he shall receive a pension, gratuity or other benefit on his retirement. The Directors shall also be entitled to be repaid all reasonable expenses reasonably incurred by them in or about the performance of their duties as Directors.

96 Subject as herein otherwise provided, the office of a Director shall be vacated:

- (A) if a receiving order is made against him or he makes any arrangement or composition with his creditors generally;
- (B) if he absents himself from the meetings of the Board during a continuous period of six months without special leave of absence from the Board, and the Board passes a resolution that he has by reason of such absence vacated his office;
- (C) if he is prohibited from being a Director by any order made under any provision of the Act;
- (D) if in England or the British Virgin Islands or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs;
- (E) if by notice in writing given to the Company he resigns his office; or
- (F) if he is removed from office pursuant to Article 121,

but any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' minute book stating that such Director has ceased to be a Director of the Company.

## DIRECTORS' CONTRACTING WITH THE COMPANY

97 Subject to the provisions of the Act, no Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into on behalf of the Company in which any Director is in any way directly or indirectly interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relationship thereby established, provided that the nature of this interest has been declared by him at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement, then at the next meeting of the Board held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, then at the first meeting of the Board held after he becomes so interested. A general notice in writing given to the Board by any Director to the effect that he is a member of any specified company or firm, and is to be regarded as interested in any contract which may thereafter be made with such company or firm, shall (if such Director shall give the same at a meeting of the Board or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Board after it is given) be deemed a sufficient declaration of interest in relation to any contract so made. An interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

98 A Director must avoid a situation in which he has, or can have, a material interest which conflicts, or possibly may conflict, with the interests of the Company. Where such a material interest exists (but subject to the remainder of this Article 98) the Director in question shall be prohibited from counting in the quorum or voting in respect any resolution relating to the matter in which he has a material interest, but may nevertheless remain present at the meeting and participate in discussion of the resolution in question. Notwithstanding the foregoing, if:

- (A) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (B) the matter has been authorised by a resolution of the Directors (excluding the Director having the material interest),

the Director in question shall be entitled to count to the quorum and to vote in respect of any such resolution.

99 A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:

- (A) the giving of any security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries;
- (B) the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;

- (C) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;
- (D) any proposal concerning any other company in which he is interested directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder of five per cent or more of any class of the equity share capital or voting rights of such company (any such interest being deemed for the purposes of this Article to be a material interest);
- (E) any proposal concerning the adoption modification or operation of a superannuation fund or retirement, death or disability benefits scheme under which he may benefit and which has been approved by or is subject to and conditional on approval by the Board of Inland Revenue for taxation purposes;
- (F) any proposal relating to any arrangement for the benefit of employees under which he benefits or may benefit in a similar manner as the employees and which does not accord to him as a Director any privilege or advantage not generally accorded to the employees to whom the arrangement relates; or
- (G) any proposal concerning the purchase and/or maintenance of any insurance policy under which a Director may benefit.

100 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately. In such case each of the Directors concerned (if not debarred from voting under the proviso to of Article **Error! Reference source not found.**) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

101 If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive, except in a case where the nature or extent of the interest of the Director concerned has not been fairly disclosed.

102 Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to a remuneration for professional services as if he were not a Director Provided that nothing herein contained shall authorise a Director or his firm to act as the Auditors.

103 Any Director may continue to be or become a director of, or hold any other office or place of profit under, any other company in which the Company may be interested, and no such Director shall be accountable for any remuneration, salary, commission, participation in profits, pension, superannuation or other benefits received by him as a director of, or holder of any other office or place of profit under, or member of, any such other company. The Board may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner in all

respects as it may think fit (including the exercise thereof in favour of any resolution appointing the Directors or any of them directors of such company, or voting or providing for the payment of remuneration to the directors of such company).

### **POWERS AND DUTIES OF DIRECTORS**

- 104 The business of the Company shall be managed by the Board, which may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by the Act or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to the provisions of the Act and of these Articles and to such regulations (not being inconsistent with such aforesaid provisions) as may be prescribed by the Company in General Meeting, but no regulation made by the Company on General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- 105 The Board may at any time and from time to time and by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
- 106 The continuing Directors may act as a Board at any time notwithstanding any vacancy in their body provided always that in case the Directors shall at any time be reduced in number to less than the minimum number prescribed by or in accordance with these Articles it shall be lawful for them to act as a Board for the purpose of filling any vacancies in their body or of summoning a General Meeting of the Company, but not for any other purpose.
- 107 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) in such manner as the Board shall from time to time by resolution determine.

### **BORROWING POWERS**

- 108 The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

### **LOCAL BOARDS**

- 109 The Board may establish any committees, local boards or agencies for managing any of the affairs of the Company either in the British Virgin Islands, the United Kingdom or elsewhere, and may appoint any persons to be members of such committees, local boards or agencies and may fix their remuneration, and may delegate to any committee, local board, or agent any of the powers, authorities and

discretions vested in the Board (other than the powers set out in Article 135(B) , with power to sub-delegate, and may authorise the members of any local board, or any of them, to fill any vacancies, and any such appointment or delegation may be on such terms and subject to such conditions as the Board may think fit. The Board may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

### **MANAGING DIRECTOR AND OTHER APPOINTMENTS**

- 110 The Board may from time to time appoint any one or more of its body to the office of Managing Director and/or such other office in the management of the business of the Company or place of profit under the Company, except that of the Auditors, as it may decide for such period and on such terms as it thinks fit, and may vest in such Managing Director or such other officer such of the powers hereby vested in the Board as it may think fit, and such powers may be made exercisable for such period or periods, and on such conditions and subject to such restrictions, and generally on such terms as to remuneration and otherwise, as it may determine. The remuneration of a Managing Director or such other officer may be made payable by way of salary or commission or participation in profits, or by any or all of those modes, or otherwise as may be thought expedient and it may be made a term of his appointment that he shall receive a pension, gratuity or other benefit on his retirement.
- 111 A Managing Director or such other officer as is referred to in Article 110 shall be subject to annual retirement pursuant to Article 112 and in all other respects he shall be subject to the same provisions as to removal as the other Directors of the Company, and he shall (subject to the provisions of any contract of service between him and the Company) ipso facto and immediately cease to be Managing Director or holder of such other office if he ceases to hold the office of Director for any cause.

### **ROTATION, APPOINTMENT AND REMOVAL OF DIRECTORS**

- 112 At each Annual General Meeting one-third of the Directors for the time being, (or, if their number is not a multiple of three, the number nearest one-third) shall retire from office. The Directors to retire by rotation shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not offer himself for re-election. Any further Directors so to retire shall be those of the other Directors subject to retirement by rotation who have been longest in office since their last re-election or appointment and so that as among persons who became or were last re-elected Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.
- 113 Unless and until otherwise determined by the Company by Ordinary Resolution, either generally or in any particular case, no Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of seventy, and any Director retiring or liable to retire under the provisions of these Articles and any person proposed to be appointed a Director shall be capable of being re-appointed or appointed, as the case may be, as a Director notwithstanding that at the time of such re-appointment or appointment he has attained the age of seventy and no special notice need be given of any resolution for the re-appointment or appointment or approving the appointment as a Director of a person who shall have attained the age of seventy, and it shall not be necessary to

give to the Members notice of the age of any Director or person proposed to be re-appointed or appointed as such.

114 Article 112 shall not apply to any Director exempted from its requirements either generally or for a specified period of time by these Articles or by Ordinary Resolution of the Company.

115 A retiring Director shall be eligible for re-election.

116 The Company at the meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Director shall if offering himself for re-election be deemed to have been re-elected except in any of the following cases:

(A) at such meeting it is expressly resolved not to fill such vacated office or a resolution for the re-election of such Director is put to the meeting and lost; or

(B) such Director has given notice in writing to the Company that he is unwilling to be re-elected; or

(C) such Director has attained any retiring age applicable to him as Director pursuant to the Act.

117 A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved at any General Meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it; and any resolution moved in contravention of this provision shall be void.

118 No person other than a Director retiring at the meeting shall, unless recommended by the Board, be eligible for election to the office of Director at any General Meeting unless not less than seven nor more than twenty one days before the date appointed for the meeting there shall have been left at the Office notice in writing signed by a Member duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.

119 The Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

120 Any Director appointed to fill a casual vacancy or as an addition to the existing Directors shall hold office only until the conclusion of the next following Annual General Meeting and shall then be eligible for re-election.

121 The Company may by Ordinary Resolution remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim which such Director may have for damages for breach of any contract of service between him and the Company.

122 The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under Article 121 and without prejudice to the powers of the Directors under Article 119 the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional

Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

#### **DIVISIONAL DIRECTORS**

- 123 (A) The Board may from time to time appoint any manager or other officer or person in the employment of any company in the Group for the time being to be a Divisional Director of the Company.
- (B) The appointment of a person to be a Divisional Director shall not, save as otherwise agreed between him and the Company or the subsidiary (if any) in whose service he may be, affect the terms and conditions of his employment by the Company or by any such subsidiary, whether as regards duties, remuneration, pension or otherwise, and his office as a Divisional Director shall be vacated in the event of his being removed from office by a resolution of the Board.
- (C) The appointment, removal and remuneration of a Divisional Director shall be determined by the Board with full powers to make such arrangements as the Board may think fit, and the Board shall have the right to enter into any contract on behalf of the Company or to transact any business of any description without the knowledge or approval of any Divisional Director, except that no act shall be done that would impose any personal liability on any or all of the Divisional Directors except with his or their knowledge and consent.
- (D) In calculating the number to form a quorum at any meeting of the Board any Divisional Director shall not be counted.
- (E) A Divisional Director shall not be entitled to receive notice of or to vote at a meeting of the Board or (except when expressly invited by the Board to do so) to attend a meeting of the Board. He shall not require any share qualification and shall not be deemed to be a Director for the purposes of the Act or these Articles.

#### **ALTERNATE DIRECTORS**

- 124 (A) Each Director shall have the power to nominate any other Director or any person approved for that purpose by Resolution of the Board to act as alternate Director at Meetings of the Board in his place during his absence and, at his discretion, to revoke such nomination.
- (B) Any appointment or removal of an alternate Director shall be effected by an instrument in writing delivered at the Office and signed by the appointor.
- (C) An alternate Director shall (except when absent from the British Virgin Islands or the United Kingdom) be entitled to receive notice of meetings of the Board and of any committee of the Board of which the appointor is a Member and to attend and to vote at any such meeting and to perform thereat all the functions of his appointor. An alternate Director shall have one vote for each Director whom he represents, in addition to his own vote if he is a Director, but he shall not be counted more than once in the



quorum. If his appointor is for the time being absent from British Virgin Islands or the United Kingdom or otherwise not available the appointee's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

- (D) An alternate Director shall be entitled to contract and to be interested in and to benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- (E) An alternate Director shall ipso facto cease to be an alternate Director if his appointor ceases for any reason to be a Director, provided that if any Director retires by rotation or otherwise but is re-elected at the same Meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force.

#### **PROCEEDINGS OF DIRECTORS**

- 125 A Director may, and on request of a Director the Secretary shall, at any time summon a meeting of the Board.
- 126 Notice of a Meeting of the Board shall be deemed to be duly given to a Director if it is given to him either personally or by sending the same through the post addressed to him at the address given to the Company by him for this purpose. It shall not be necessary to give notice of a Board Meeting to any Director for the time being absent from the British Virgin Islands or the United Kingdom, but where such Director is represented by an alternate Director, due notice of such meeting shall be given to such alternate Director either personally or by sending the same through the post addressed to him at the address in the British Virgin Islands or the United Kingdom given to the Company.
- 127 The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit and determine the quorum necessary for the transaction of business. Any Director may participate in a meeting of the Board by means of conference telephone or similar communication equipment whereby all the Directors participating in the meeting can hear each other and the Directors participating in this manner shall be deemed to be present in person at such meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.
- 128 Until otherwise determined, two Directors shall be a quorum.
- 129 Questions arising at any meeting shall be decided by a majority of votes.
- 130 In case of an equality of votes the Chairman shall have a second or casting vote.

131 For the purpose of these Articles an alternate Director shall be counted in a quorum provided that at least one other Director or person duly appointed as an alternate Director is also present and a Director who is an alternate Director shall be entitled to a separate vote on behalf of the Director whom he is representing in addition to his own vote.

132 A resolution in writing signed by all the Directors for the time being in the British Virgin Islands or the United Kingdom, if constituting a majority of the Directors, shall be as effective for all purposes as a resolution passed at a meeting of the Board duly convened, held and constituted and may consist of several documents in like form each signed by one or more of the Directors.

133 The Board may from time to time elect or otherwise appoint a Director to be Chairman or Deputy Chairman and determine the period for which each of them is to hold office.

134 The Chairman, or in his absence the Deputy Chairman, shall preside at meetings of the Board, but if no such Chairman or Deputy chairman be elected or appointed, or if at any meeting the Chairman or Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting.

135 (A) Except as provided in paragraph (B) of this Article 135 the Board may delegate to:

- (i) any committee appointed under paragraph (C) of this Article 135;
- (ii) any Managing Director (within the scope of Article 110);
- (iii) any board established under Article 109;
- (iv) the Secretary; and
- (v) any attorney or attorneys appointed under Article 105

such of the powers, authorities or discretions vested in it as the Board thinks fit. Such delegation may include power to sub-delegate and may be annulled or varied by the Board at any time, but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby.

(B) The following powers of the Board may not be delegated except to a committee of the Board appointed under paragraph (C) of this Article 135, namely:- issuing shares; making calls; declining to register transfers; determining Directors' remuneration; appointing and removing Managing Directors (within the scope of Article 111); appointing Directors under Article 120; borrowing; recommending and declaring dividends; forfeiting shares or accepting surrenders.

(C) The Board may delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.

(D) Any committee so formed shall in the exercise of the power so delegated conform to any regulations that may be imposed on it by the Board.

- (E) Any committee shall have power unless the Board directs otherwise to co-opt as a member or members of the committee for any specific purpose any person or persons although not being members of the Board or of the Company provided that the number of such co-opted persons shall be less than one half of the total number of the committee, and no resolution of the committee shall be effective unless the majority of the members of the committee present at the meeting at which the resolution is passed are Directors.
- (F) A committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.
- (G) A committee may meet and adjourn as its members think fit. Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.
- (H) The meetings and proceedings of a committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board, so far as the same are applicable thereto and are not suspended by any regulations imposed by the Board under or by the provisions of paragraph (D) of this Article 135.
- 136 All acts bona fide done by any meeting of the Board, or of a committee of the Board, or by any person acting as a Director or by an alternate Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director or, as the case may be, an alternate Director and had been entitled to vote.

#### **MINUTES**

- 137 (A) The Board shall cause minutes to be made:
- (i) of all appointments of officers made by the Board;
  - (ii) of the names of the Directors present at each meeting of the Board and of committees of the Board; and
  - (iii) of all resolutions and proceedings at all meetings of the Company and of the Board and of committees of the Board.
- (B) Any such minutes shall be conclusive evidence of any such proceedings, if they purport to be signed by the Chairman of the meeting at which the proceedings were had or by the Chairman of the next succeeding meeting.

#### **THE SEAL**

- 138 (A) Subject to paragraph (B) of this Article 138, the Board shall provide for the safe custody of the Seal, which shall only be used by the authority of

the Board or of a committee of the Board authorised by the Board on their behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose: Provided that the Board may either generally or in any particular case or cases resolve (subject to such restrictions as to the manner in which the Seal may be affixed as the Board may determine) that such signatures or any of them may be affixed to certificates for shares or debentures or representing any other form of security by some mechanical means other than autographic to be specified in such resolution or that such certificates need not be signed by any person.

- (B) Subject to the Act, the Company may dispense with the need for the Seal, either generally or in respect of particular classes of documents, at the Board's discretion, and, whether it does or does not dispense with the Seal, a document signed by a Director and the Secretary or by any two Directors and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if executed under the Seal, and a document so executed by the Company which makes it clear on its face that it is intended to be a deed shall have effect upon delivery as a deed.

139 The Company may have:

- (A) an official seal in accordance with the Act; and
- (B) an official seal for use abroad under the provisions of the Act, where and as the Board shall determine, and the Company may by writing under the Seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company for the purpose of affixing and using such official seal and may impose such restrictions on the use thereof as may be thought fit.

Wherever in these Articles reference is made to the Seal, the reference shall, when and so far as may be applicable, be deemed to include any of such official seals as aforesaid.

#### **SECRETARY**

140 The Secretary shall be appointed by the Board for such term, at such remuneration and on such conditions as it may think fit, and any Secretary so appointed may be removed by the Board.

141 Anything by the Act or these Articles required or authorised to be done by or to the Secretary, if the office is vacant or there is for any reason no Secretary capable of acting, may 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 officer of the Company authorised generally or specially in that behalf by the Board.

142 No person shall be appointed to hold office as Secretary who is:

- (A) the sole Director of the Company; or
- (B) a corporation the sole director of which is the sole Director of the Company; or

(C) the sole director of a corporation which is the sole Director of the Company.

143 A provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

#### **RECORD DATES**

144 Notwithstanding any other provision of these Articles the Board may fix a date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time within six months before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.

#### **DIVIDENDS AND RESERVES**

145 The Company in General Meeting may declare dividends but no dividends shall exceed the amount recommended by the Board. The Board may, before recommending any dividend, set aside out of profits of the Company such sums as it thinks fit as a reserve to, inter alia, meet any claim on, or liabilities of, the Company or for paying off any loan capital or for any other purpose.

146 The Board may from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes the Board may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend but no interim dividend shall be paid on shares carrying deferred or non-preferential rights if at the time of payment any preferential dividend is in arrear. Provided that the Board acts bona fide the Board shall not incur any responsibility to the holders of shares conferring any preference for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights.

147 The Board may also pay half-yearly or at other suitable intervals to be settled by it any dividend which may be payable at a fixed rate if the Board is of the opinion that the profits justify the payment.

148 No dividend shall be paid otherwise than out of profits available for distribution in accordance with the Act.

149 No dividend shall bear interest against the Company.

150 Any dividend unclaimed for a period of twelve years after having been declared (or, in the case of an interim dividend, remaining uncashed for a period of twelve years after having been sent) shall be forfeited and shall revert to the Company.

151 The Board may, before recommending any dividend (whether preferential or otherwise), set aside out of the profits of the Company such sums as it thinks fit as a reserve or reserves which shall (subject to the Act) at the discretion of the Board, be applicable for meeting claims on or liabilities of the Company or contingencies or for paying off any loan capital or for equalising dividends or for any other purpose to which the profits of the Company may be properly applied, and pending such

application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Board may from time to time think fit, and so that it shall not be necessary to keep any investments constituting the reserve or reserves separate or distinct from any other investments of the Company. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to divide.

- 152 Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share.
- 153 All dividends shall be apportioned and (subject to any lien of the Company) paid to Members on the register on the date the dividend is declared, made or paid notwithstanding any subsequent transfer or transmission of shares proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.
- 154 The Board may deduct from any dividend payable to any Member 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.
- 155 Subject to the provisions of the Act, any General Meeting declaring a dividend may upon the recommendation of the Board direct payment of such dividend wholly or partly by the distribution of specific assets and in particular of paid up shares or debentures of any other company or in any one or more of such ways, and the Board shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members on the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Board.
- 156 Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque, direct debt, bank transfer, money order, or warrant sent through the post directed to the registered address of the holder or person entitled thereto or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque, direct debt, bank transfer, money order, or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by them as joint holders.
- 157 In respect of shares in Uncertificated form, where the Company is authorised to do so by or on behalf of the holder or joint holders in such manner as the Board shall from time to time consider sufficient, the Company may pay any such dividends, interest or other monies by means of the Relevant System. Every such payment shall be made in such manner as may be consistent with the System's Rules and, without prejudice to the generality of the foregoing, may include the sending by the Company or by any person on its behalf of an instruction to the Operator to credit

the cash memorandum account of the holder or joint holders or, if permitted by the Company, of such person as the holder or joint holders may in writing direct.

- 158 The Company shall not be responsible for any loss of any cheque, warrant or order and any payment made in any manner permitted by these Articles shall be at the sole risk of the holder or joint holders. Without prejudice to the generality of the foregoing, if any such cheque, warrant or order has been, or is alleged to have been, lost, stolen or destroyed, the Board may, on request of the person entitled thereto, issue a replacement cheque, warrant or order subject to compliance with such conditions as to evidence and indemnity and the payment of out of pocket expenses of the Company in connection with the request as the Board may think fit.
- 159 The issue of such cheque, warrant or order, the collection of funds from or transfer of funds by a bank in accordance with such direct debit or bank transfer or, in respect of shares in Uncertificated form, the making of payment in accordance with the System's Rules, shall be a good discharge to the Company.
- 160 All dividends or other sums payable on or in respect of any shares which remain unclaimed may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. Any dividend which has remained unclaimed for six years from the date when it became due for payment shall, if the Board so resolves, be forfeited and cease to remain owing by the Company. The payment by the Board of any unclaimed dividend or other sums payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect of it.
- 161 A general meeting declaring a dividend may, upon the recommendation of the Board, direct that it shall be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, and where any difficulty arises in regard to the distribution, the Board may settle the same as it thinks expedient and in particular may issue fractional certificates or authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution of any assets and may determine that cash shall be paid to any Member upon the footing of the value so fixed in order to adjust the rights of Members and may vest any assets in trustees as may seem expedient to the Board.

#### **CAPITALISATION OF RESERVES**

- 162 (A) The Company may, upon recommendation of the Board, resolve to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account and not required for payment of dividend on any shares with a preferential right to dividend and accordingly that such sum be set free for distribution amongst the Members on the record date specified in the relevant resolution who would have been entitled thereto if distributed by way of dividend and in the same proportion, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members on the record date specified in the relevant resolution in the proportion aforesaid, or partly in the one way and partly in the other, and the Board may give effect to such resolution: Provided that a share premium account and a capital redemption reserve may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid up shares,

and that no unrealised profits shall be used in paying up any amounts unpaid on any issued shares.

- (B) Subject to approval by the Company in General Meeting and subject as hereinafter provided, the Board may at their discretion resolve (at the same time as they resolve to recommend or to pay any dividend in respect of shares in the capital of the Company) that the holders of such fully paid shares will have the option to elect to receive in lieu of such dividend (or part thereof) an allotment of additional shares in the capital of the Company credited as fully paid provided that:
- (i) an adequate number of unissued shares is available for the purpose;
  - (ii) the approval by the Company in General Meeting may only be given in respect of a specified dividend or of any dividends declared or to be declared or paid in respect of a specified financial year;
  - (iii) the number of shares to be allotted in lieu of any amount of dividend as aforesaid shall be determined by the Board so that the value of such shares shall equal (as nearly as may be without exceeding) such amount and for this purpose the value of a share shall, if the shares are admitted to trading on AIM, be deemed to be the average of the middle market quotations of such shares on AIM (adjusted as below) on the ex-dividend date and on the next four business days and each such middle market quotation shall be adjusted by deducting therefrom the cash amount of such dividend per share except in the case of any "ex-dividend" quotation;
  - (iv) the Board after determining the number of shares to be allotted as aforesaid shall give notice in writing to the Members of the option to elect accorded to them and shall send with such notice forms of election which specify the procedure to be followed and the place at which duly completed forms of election must be lodged in order to be effective;
  - (v) following the receipt of a notice or notices of election pursuant to paragraph (iv) of this Article the Board shall allot to the holders of those shares in respect of which the share election has been or is duly exercised in lieu of the dividend (or that part of the dividend in respect of which the right of election has been accorded) such number of additional shares determined as aforesaid and for such purpose the Board shall appropriate and capitalise out of any reserve or fund which is available for distribution (including any share premium account or capital redemption reserve or profit and loss account) as they shall determine an amount equal to the aggregate nominal amount of the additional shares so to be allotted and apply the same in paying up in full the appropriate number of unissued shares for allotment and distribution to and amongst those Members who have given notices of election as aforesaid, such additional shares to rank pari passu in all respects with the fully paid shares



then in issue save only as regards participation in the relevant dividend.

- 163 Whenever such a capitalisation as aforesaid shall have been resolved upon the Board shall make all appropriations and applications of the reserves or undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid up shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to make such provision by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit including the right of the Company to retain amounts the cost of apportionment of which would be disproportionate to the amounts involved in the case of shares or debentures becoming distributable in fractions and also to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation and (as the case may require) for the payment up by the Company on their behalf by the application thereto of their respective proportions of the reserves or profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares. Any agreement made under such authority shall be effective and binding on all such Members.

#### **FORM OF RECORDS**

- 164 Any register, index, minute book, or other book or accounting records required by these Articles or the Directors or the Act to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner permitted by the Act. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery.

#### **ACCOUNTING RECORDS**

- 165 The Board shall cause to be kept accounting records sufficient to give a true and fair view of the state of the Company's affairs, to show and explain its transactions and, at any time, to enable the financial position of the Company to be determined with reasonable accuracy in accordance with both the Act and the UK Companies Acts. The Company shall also keep all accounting records as would be required by the UK Companies Act to show and explain its transactions were the Company a public limited company incorporated in England and Wales.
- 166 The accounting records shall be kept at the registered office or, subject to the Act, at such other place or places as the Board may think fit and shall always be open to inspection by the officers of the Company. No Member (other than an officer of the Company) shall have any right of inspecting any accounting record or book or documents of the Company except as conferred by law or authorised by the Board.
- 167 (A) Subject to Article 167 (B) a printed copy of every balance sheet and profit and loss account together with the report of the Board thereon and including every other document as would be required by the UK Companies Act were the Company a public limited company incorporated in England and Wales to be annexed thereto, which is to be laid before the annual meeting of members were the Company a public limited company incorporated in England and Wales, together with a copy of the Auditors' report, shall be sent to each person entitled thereto at least twenty-one days before the date of the meeting in accordance with the requirements of the

Act, and copies shall also be sent in appropriate numbers to the London Stock Exchange in accordance with its regulations.

- (B) The Company need not, if the Board so decides, send copies of such documents to Members, but may instead send them a summary financial statement derived from the Company's balance sheet and profit and loss account and the report of the Board thereon, in such form and containing such information as would be required by the UK Companies Act were the Company a public limited company incorporated in England and Wales provided that copies of the documents referred to in Article 167 (A) shall be sent to any Member who wishes to receive them and the Company shall comply with the provisions of the UK Companies Act as to the manner in which it is to ascertain whether a Member wishes to receive them as if the Company were a public limited company incorporated in England and Wales.

#### **AUDIT**

- 168 Auditors shall be appointed and their duties regulated in accordance with the UK Companies Act as if the Company were a public limited company incorporated in England and Wales.

#### **AUTHENTICATION OF DOCUMENTS**

- 169 Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Board 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; and where any books, records, documents or accounts are elsewhere than at the Office the officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid.
- 170 A document purporting to be a copy of a resolution of the Board or an extract from the minutes of a meeting of the Board or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of the proceedings at a duly constituted meeting.

#### **UNTRACED SHAREHOLDERS**

- 171 When the registered address of any Member appears to the Board to be incorrect or out of date such Member may, if the Board so resolves, be treated as if he had no registered address and the Company will not thereafter be obliged to send to such Member cheques, warrants, notices of meetings or copies of the documents referred to in these Articles; provided that no resolution as aforesaid shall be proposed by the Board until cheques or warrants sent to the registered address of such Member have been returned by the postal services or left uncashed on at least two consecutive occasions or, following one such occasion, reasonable enquiries have failed to establish any new address of such Member.
- 172 The Company shall be entitled to sell at the best price reasonably obtainable any share of a Member or any share to which a person is entitled by transmission if and provided that:-

- (A) for a period of twelve years in the course of which at least three dividends have become payable in respect of the share in question, no cheque or warrant sent by the Company through the post in a prepaid letter addressed to the Member or to the person entitled by transmission to the share at his address on the Register or the other last known address given by the member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the Member or the person entitled by transmission;
- (B) the Company has at the expiration of the said period of twelve years by advertisement in both a leading national newspaper and in a newspaper circulating in the area in which the address referred to in paragraph (A) above is located given notice of its intention to sell such share; and
- (C) the Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the Member or person entitled by transmission.

173 To give effect to any such sale the Company may appoint any person (a) in the case of Certificated Shares to execute as transferor an instrument of transfer of such share or stock and such instrument of transfer and/or (b) in the case of Uncertificated Shares to authorise and procure the execution of such transfer in accordance with and subject to the regulations and facilities and requirements of the relevant system concerned and such instrument of transfer and/or transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such share or stock. The Company shall account to the Member or other person entitled to such share for the net proceeds of such sale and shall be deemed to be his debtor and not a trustee for him in respect of the same. Any money not accounted for to the Member or other person entitled to such share shall be carried to a separate account and shall be a permanent debt of the Company. Money carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company, if any) as the Directors may from time to time think fit.

#### **DESTRUCTION OF DOCUMENTS**

- 174 (A) The Company may destroy:-
- (i) any share certificate which has been cancelled, at any time after the expiry of one year from the date of such cancellation;
  - (ii) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address, at any time after the expiry of two years from the date such mandate, variation, cancellation or notification was recorded by the Company;
  - (iii) any instrument of transfer or form of renunciation of shares which has been registered, at any time after the expiry of six years from the date of registration; and
  - (iv) any other document on the basis of which any entry in the Register is made, at any time after the expiry of six years from the date that the entry in the Register was first made.

The Company may, however, destroy a document after a shorter period than that specified above if a copy is retained in permanent form. The copy of a document shall be treated for the purposes of this regulation as if it were the document.

(B) It shall conclusively be presumed in favour of the Company that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company, provided always that:-

- (i) the foregoing provisions of this regulation shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
- (ii) nothing contained in this regulation shall be construed as imposing any liability upon or recognising liability of the Company in respect of the destruction of any document before the expiration of the relevant period specified in these Articles merely because such period had not elapsed; and
- (iii) references in this regulation to the destruction of any document include references to its disposal in any manner.

#### **SECURITY**

175 No Member or other meeting of Members shall be entitled to require discovery of or any information respecting any detail of the Company's trading or in any matter that is or may be in the nature of a trade secret or secret process or that may relate to the conduct of the business of the Company that in the opinion of the Board it would be contrary to the interests of the Company to communicate to the public.

#### **NOTICES**

176 The Company can deliver a notice or other document, including a share certificate, to a shareholder by:

- (A) delivering it by hand to the address recorded for the shareholder on the register;
- (B) sending it by post or other delivery service in an envelope (with postage or delivery paid) to the address recorded for the shareholder on the register;
- (C) fax (except for share certificates) to a fax number notified by the shareholder in writing; or
- (D) electronic mail (except a share certificate) to an address notified by the shareholder in writing

177 Any notice or other document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member is then dead or bankrupt or that any other event has occurred, and whether or not the Company has notice of the death or bankruptcy or other event, be

deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or joint holder unless his name shall, at the time of the service or delivery of the notice or document, have been removed from the Register as the holder of the share, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

178 Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which, before his name and address have been entered in the Register, shall have been duly given to the person from whom he derives his title to such share.

179 Service of any summons, notice, order, document, process, information or written statement to be served on the Company may be proved by showing that the summons, notice, order, document, process, information or written statement was delivered to the registered office or the registered agent of the Company or that it was mailed in such time as to admit to its being delivered to the registered office or the registered agent of the Company in the normal course of delivery within the period prescribed for service and was correctly addressed and the postage was prepaid.

#### **THE REGISTER**

180 The Directors shall cause the Register to be kept in which there shall be recorded the name and address of each Member, the number of each class and series of Shares held by each Member, the date on which the name of each Member was entered in the register of Member and the date upon which any person ceased to be a Member.

181 The Register may be in such form as the Directors may approve, but if it is in magnetic, electronic or other data storage form, the Company must be able to produce legible evidence of its contents. Unless the directors otherwise determine, the magnetic, electronic or other data storage form shall be the original register of Member.

#### **INSPECTION OF REGISTERS AND OTHER RECORDS**

182 A Director shall be entitled at any time to inspect the Register, the minute books, the annual return, the register of Directors and secretaries and the index, if any, of Members.

183 A Member shall be entitled on giving not less than one day's notice to inspect the Register and the other documents mentioned in paragraph (1) other than the minutes of proceedings at Directors' meetings.

184 Any person who is not a Director or a Member shall be entitled on giving not less than three days' notice to inspect the Register, the register of Directors and secretaries and the index, if any, of Members.

185 The rights of inspection herein referred to shall be exercisable between 2.30 pm and 4.30 pm on any weekday when banks in the British Virgin Islands are open for business.

186 Subject to paragraph (2), no Member shall (as such) have any right of inspecting any accounting records or other books or documents of the Company except as conferred by the Act or authorised by the Directors or by Ordinary Resolution.

### FUNDAMENTAL CHANGES

187 Notwithstanding section 175 of the Act, the directors may sell, transfer, lease, exchange or otherwise dispose of the assets of the Company without the sale, transfer, lease, exchange or other disposition being authorised by a Resolution of Members.

### TAKEOVER PROVISIONS

188 When:

(A) any person acquires whether by a series of transactions over a period of time or not, an interest in shares which (taken together with shares in which persons acting in concert with him are interested) carry 30% or more of the voting rights of the Company; or

(B) any person who, together with persons acting in concert with him, is interested in shares which in the aggregate carry not less than 30% of the voting rights of the Company but does not hold shares carrying more than 50% of such voting rights and such person, or any person acting in concert with him, acquires an interest in any other shares which increases the percentage of shares carrying voting rights in which he is interested,

such person (the "**offeror**") shall, unless the Board determines otherwise, extend an offer on the basis set out in Articles 188 - 201 (a "**mandatory offer**"), to the holders of all the issued shares in the Company.

189 Any mandatory offer must be conditional only upon the offeror having received acceptances in respect of shares which, together with shares acquired or agreed to be acquired before or during the mandatory offer, will result in the offeror and any person acting in concert with it holding shares carrying more than 50% of voting rights in the Company.

190 No acquisition of any interest in shares which would give rise to a requirement for an mandatory offer may be made or registered if the making or implementation of such offer would or might be dependent on the passing of a resolution at any meeting of shareholders of the offeror or upon any other conditions, consents or arrangements.

191 Any mandatory offer must, in respect of each class of share capital involved, be in cash or be accompanied by a cash alternative at not less than the highest price paid by the offeror or any person acting in concert with it for any interest in shares of that class during the offer period and within 12 months prior to the announcement of that offer. The cash offer or the cash alternative must remain open after the offer has become or is declared unconditional as to acceptances for not less than 14 days after the date on which it would otherwise have expired. No less than 3 days prior to the issue of an offer document in connection with a mandatory offer, the offeror must produce to the Board a written confirmation from an appropriate third party that resources are available to the offeror sufficient to satisfy full acceptance of the mandatory offer.

- 192 Where Directors (and their close relatives and related trusts) sell shares to a person (or enter into options, derivatives or other transactions) as a result of which that person is required to make a mandatory offer, the Directors must ensure that as a condition to the sale (or other relevant transaction) the person undertakes to fulfil his obligations to make a mandatory offer. In addition, and except with the consent of the Board:
- (A) such Directors should not resign from the Board until the first closing date of the mandatory offer or the date when the offer becomes or is declared wholly unconditional, whichever is later; and
  - (B) no nominee of any offeror or persons acting in concert with it may be appointed as a Director, nor may any offeror or persons acting in concert with it exercise the votes attaching to any shares held in the Company until the offer document has been posted.
- 193 Save to the extent that the Board determines otherwise:
- (A) any mandatory offer shall be made on terms that would be required by the then current City Code, including without limitation any provisions of the City Code which would be applicable to an offer required to be made pursuant to rules of the City Code relating to the "Mandatory Offer and its terms";
  - (B) words and expressions used in or defined in the City Code shall bear the same meanings given by the City Code in Articles 188 - 201;
- 194 In relation to any mandatory offer, any matter which under the City Code would fall to be determined by the Panel shall be determined by the Board in its absolute discretion or by such person appointed by the Board to make such determination. Any notice which under the City Code is required to be given to the Panel or any person (other than the Company) shall be given to the Company at its registered office.
- 195 Any Member who is under an obligation to make a mandatory offer shall be required to make such offer in compliance with the requirements of the City Code unless otherwise notified in writing by the Board.
- 196 If at any time the Board is satisfied that any Member having incurred an obligation to make a mandatory offer to the holders of all the issued shares in the Company shall have failed so to do, or that any Member is in default of any other obligation imposed upon Members pursuant to Articles 188 - 201, then the Board may, in its absolute discretion at any time thereafter by notice (a "**direction notice**") to such Member and any other member acting in concert with such Member (together the "**defaulters**") direct that:
- (A) in respect of the shares held by the defaulters (the "**default shares**"), the defaulters shall not be entitled to vote at a General Meeting either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company;
  - (B) except in a liquidation of the Company, no payment shall be made of any sums due from the Company on the default shares, whether in respect of capital or dividend or otherwise, and the Company shall not meet any

liability to pay interest on any such payment when it is finally paid to the Member; and

- (C) no other distribution shall be made on the default shares.

The Board may at any time give notice cancelling a direction notice.

197 If a mandatory offer shall be made and:

- (A) the offeror (together with persons acting in concert with him) has by virtue of acceptance of the offer acquired or contracted to acquire some (but not all) of the shares to which the offer relates; and
- (B) those shares, with or without any other shares which the offeror (together with persons acting in concert with him) holds or has acquired or contracted to acquire,

would result in the offeror (together with persons acting in concert with him) obtaining or holding an interest in shares conferring in aggregate 90 per cent, or more of the voting rights conferred by all the shares then in issue then the offeror shall be entitled to give a notice ("**Squeeze Out Notice**") to all other holders of shares in respect of all the shares then in issue and held by them in respect of which the offer has not yet been accepted. The Squeeze Out Notice shall be made in writing, be at the same price and on the same terms as the offer and be capable of acceptance for a period of not less than 30 days after the date of the Squeeze Out Notice.

Upon delivery of the Squeeze Out Notice each of the recipients ("**Called Shareholders**"):

- (A) shall be deemed to have accepted the offer in respect of all shares held by it; and
- (B) shall become obliged to deliver to the offeror an executed transfer of such Shares and (if it exists) the certificate(s) in respect of the same.

Squeeze Out Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Called Shareholders' shares within 60 days after the date of service of the Squeeze Out Notice. The offeror shall be entitled to serve further Squeeze Out Notices following the lapse of any particular Squeeze Out Notice.

Completion of the sale of shares pursuant to a Squeeze Out Offer shall take place on the same date on which shares are sold under the offer (or, if later, within 7 days of expiry of the period for acceptances of the Squeeze Out Offer).

198 Upon any person, following the issue of a Squeeze Out Notice, becoming a Member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company (a "**New Member**"), a Squeeze Out Notice shall be deemed to have been served upon the New Member on the same terms as the previous Squeeze Out Notice who shall thereupon be bound to sell and transfer all such Shares acquired by him to the offeror or as the offeror may direct and the provisions of this Articles 197 – 201 shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the Squeeze Out Notice being deemed served on the New Member.



- 199 At completion of the sale of any shares pursuant to a mandatory offer and upon payment of the consideration for the shares (whether to the relevant Members or to the Company) and the Company receiving a transfer (duly stamped if appropriate), in respect of the relevant shares (whether executed by a holder of shares or by any person on behalf of any holder of shares pursuant to Article 200 the offeror or its nominee shall be entered in the Register. The certificate(s) in respect of any shares so transferred, in the name of the original Member shall be deemed to be cancelled and (if required by the purchaser) a new certificate shall be issued in the same name of offeror or its nominee. The receipt of the Company for the consideration shall be a good discharge to purchaser who shall not be bound to see the application of it, and after such registration in exercise of the above powers the validity of the proceedings shall not be questioned by any person. The Company shall hold the said consideration on behalf of any such Member in a separate bank account on trust for the relevant Member pending delivery up of the cancelled certificate(s) (if any exist).
- 200 If any holder of shares does not on completion of the sale of any Shares pursuant to a mandatory offer execute transfer(s) in respect of all the shares held by him the defaulting holder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Company to be his agent and attorney to execute all necessary transfer(s) on his behalf and against receipt by the Company (on trust for such holder) or the purchase monies or any other consideration payable for the relevant shares deliver such transfer(s) to the offeror (or as he may direct) and the directors shall forthwith register the offeror (or his nominee) as the holder thereof and, after the offeror (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. It shall be no impediment to registration of shares under this sub-article that no share certificate has been produced.
- 201 The Board shall have no liability to any Member, any person who has any interest in shares, or any other person for the manner in which they exercise or refrain from exercising any suspension powers in respect of a mandatory offer or for any determination which the Board makes as to the application of the Articles to any mandatory offer in any particular circumstances.

### SIGNIFICANT SHAREHOLDINGS

- 202 For the purposes of Articles 202 - 206, a "**significant shareholder**" is a holder of any legal or beneficial interest, whether direct or indirect or of an "**interest in securities**" (as defined in the City Code), in any securities of the Company which have been admitted to the AIM market of London Stock Exchange plc and who hold 3% or more of the voting rights of any class of security in the Company (excluding treasury shares) and "**relevant changes**" are changes to the interest in voting rights of a significant shareholder above 3% (excluding treasury shares) which increase or decrease such interest through any single percentage. If there is a relevant change the significant shareholder concerned is required to disclose the relevant change to the Company without delay and in any event within 7 calendar days. The disclosure under this regulation must contain:
- (A) identification of the significant shareholder concerned;

- (B) the date on which the change to the interest was affected and the date on which the disclosure was made to the Company;
- (C) the price, amount and class of the securities concerned;
- (D) the nature of the transaction and the nature and extent of the significant shareholder's interest in the transaction; and
- (E) the resulting situation as regards the significant shareholder's interest in voting rights.

203 For the purposes of Articles 203 - 206, section 793 of the Companies Act 2006 of the United Kingdom (the "**Act**") shall apply to the Company as though it were a company incorporated in the United Kingdom. Accordingly, if at any time the Board is satisfied that any Member, or any other person appearing to be interested in shares held by such Member, has been duly served with a notice equivalent to a notice under section 793 of the Act (a "**section 793 notice**") and is in default for the prescribed period in supplying to the Company the information thereby required, or in purported compliance with such a notice has made a statement which is false or inadequate in a material particular, then the Board may, in its absolute discretion at any time thereafter by notice (a "**direction notice**") to such Member direct that:

- (A) in respect of the shares in which the default occurred (the "**default shares**") the Member in question shall not be entitled to vote at a meeting of Members either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company;
- (B) where the default shares represent at least  $\frac{3}{4}$  per cent, of the class of shares concerned, then the direction notice may additionally direct that:
  - (i) except in liquidation of the Company, no payment shall be made of any sums due from the Company on the default shares, whether in respect of capital or dividend or otherwise, and the Company shall not meet any liability to pay interest on any such payment when it is finally paid to the Member;
  - (ii) no other distribution shall be made on the default shares;
  - (iii) no transfer of any of the shares held by such Member shall be registered unless:
    - (a) the Member is not himself in default as regards supplying the information requested and the transfer when presented for registration is accompanied by a certificate by the Member in such form as the Board may in its absolute discretion require to the effect that after due and careful enquiry the Member is satisfied that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer; or
    - (b) the transfer is an "approved transfer" as defined in Article 206.

The Company shall send to each other person appearing to be interested in the shares the subject of any direction notice a copy of the notice, but the failure or omission by the Company to do so shall not invalidate such notice.

- 204 Any direction notice shall cease to have effect:
- (A) In relation to any shares which are transferred by such Member by means of an "approved transfer" as defined in Article 206; or
  - (B) When the Board is satisfied that such Member and any other person appearing to be interested in shares held by such Member, has given to the Company the information required by the relevant section 793 notice.

The Board may at any time give notice cancelling a direction notice.

- 205 For the purposes of an "approved transfer" as defined in Article 200:
- (A) a person shall be treated as appearing to be interested in any shares if the Member holding such shares has given to the Company a notification under the said section 793 which either (i) names such person as being so interested or (ii) fails to establish the identities of all those interested in the shares and (after taking into account the said notification and any other relevant section 793 notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares;
  - (B) the prescribed period is 14 calendar days from the date of service of the said notice under the section 793 notice unless the default shares represent at least  $\frac{3}{4}$  per cent, of the issued shares of that class, when the prescribed period is 7 calendar days from that date.

- 206 A transfer of shares is an "approved transfer" if but only if:
- (A) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a take-over offer made in respect of all of the issued shares of the Company;
  - (B) the Board is satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the shares the subject of the transfer to a party unconnected with the Member and with other persons appearing to be interested in such shares; or
  - (C) the transfer results from a sale made through a recognised investment exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded.

#### **INDEMNITY**

207. The Directors, secretary and other officers or servants or agents for the time being of the Company shall be indemnified out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses in respect of which they may lawfully be indemnified which they or any of them shall or may incur or sustain by reason of any contract entered into or any act done, concurred in, or omitted, in or about the execution of their duty or supposed duty or in relation thereto, except such (if any) as they shall incur or sustain by or through their own wilful act, negligence or default respectively, and none of them shall be answerable for the acts, receipts, negligence or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe

custody, or for any bankers, brokers, or other persons into whose hands any money or assets of the Company may come, or for any defect of title of the Company to any property purchased, or for the insufficiency or deficiency or defect of title of the Company, to any security upon which any moneys of the Company shall be invested, or for any loss or damage occasioned by an error of judgement or oversight on their part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of their respective offices or in relation thereto, except the same shall happen by or through their own wilful act, negligence or default respectively.

We, CODAN TRUST COMPANY (B.V.I.) LTD., registered agent of the Company, of Romasco Place, Wickhams Cay 1, PO Box 3140, Road Town, Tortola, British Virgin Islands VG1110 for the purpose of incorporating a BVI Business Company under the laws of the British Virgin Islands hereby sign these Articles of Association on the 27<sup>th</sup> day of April 2007:

Incorporator

CODAN TRUST COMPANY (B.V.I.) LTD.

SGD

Gareth Thomas

For and on behalf of

Codan Trust Company (B.V.I.) Ltd.

