

BC# 1733571



**Territory of the British Virgin Islands**

The BVI Business Companies Act, 2004

MEMORANDUM AND ARTICLES  
OF ASSOCIATION

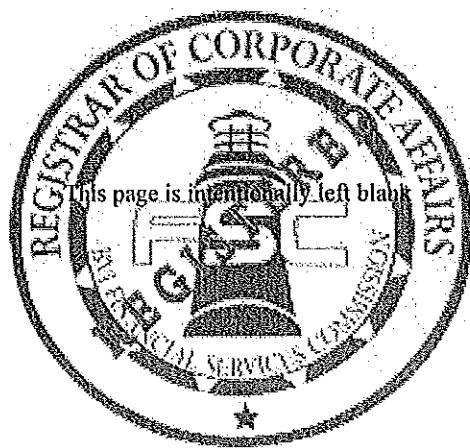
All Asia Asset Capital Limited  
(formerly ARC Global Holdings Limited)



**Incorporated this 14th Day of September, 2012**  
(Amended and restated on this 28th day of December, 2012)  
(Amended and restated on this 27th day of February, 2013)



**CCS TRUSTEES LIMITED**  
263 Main Street, P.O. Box 2196  
Road Town, Tortola, British Virgin Islands



TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT, 2004

MEMORANDUM OF ASSOCIATION

OF

All Asia Asset Capital Limited

A COMPANY LIMITED BY SHARES

1. NAME

The name of the Company is All Asia Asset Capital Limited.

2. INCORPORATION

The Company is incorporated as a company limited by shares.

3. REGISTERED OFFICE

The first registered office of the Company shall be situated at the office of the first Registered Agent at CCS Trustees Limited, 263 Main Street, P.O. Box 2196, Road Town, Tortola, British Virgin Islands.

4. REGISTERED AGENT

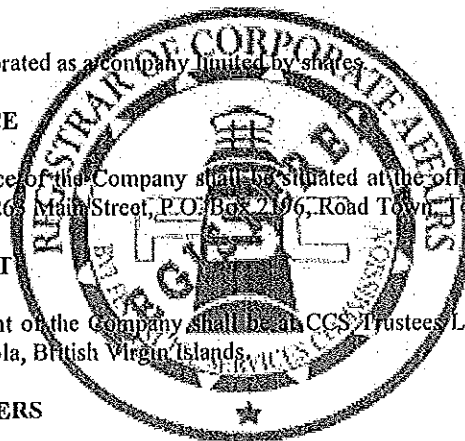
The first registered agent of the Company shall be CCS Trustees Limited, 263 Main Street, P.O. Box 2196, Road Town, Tortola, British Virgin Islands.

5. OBJECTS AND POWERS

(a) The object for which the Company is incorporated is to engage without limitation in any act or activities which are not prohibited under any law for the time being in force in the British Virgin Islands.

(b) The Company shall have full capacity, power, right, and privilege to:

- (i) engage in any business or businesses whatsoever, or in any act or activities which are not prohibited under any law for the time being in force in the British Virgin Islands;
- (ii) carry on business with persons resident in the British Virgin Islands;
- (iii) carry on banking or trust business, pursuant to a license issued to it under the Banks and Trust Companies Act, 1990 and to act as trustee of a Virgin Islands Special Trust;
- (iv) carry on business as an insurance company or as a reinsurance company, insurance agent, or insurance broker, pursuant to a license issued to it under the Insurance Act, 1994;
- (v) carry on the business of company management pursuant to a license issued to it under the Company Management Act, 1990;



- (vi) act as a custodian of shares in a company incorporated under the laws of the British Virgin Islands, pursuant to a license issued to it under the Financial Services Commission Act, 2001;
  - (vii) issue, cancel, and hold treasury shares, grant options over unissued shares in the Company and treasury shares, issue securities that are converted into shares, and give financial assistance to any person in connection with the acquisition of its own shares;
  - (viii) issue debentures, guarantee a liability or obligation of any person and secure any of its obligations by mortgage, pledge or other charge of any of its assets;
  - (ix) protect the assets of the Company for the benefit of the Company, its creditors and its members and, at the discretion of the directors, for any person having a direct or indirect interest in the Company;
  - (x) buy, sell, underwrite, invest in, exchange or otherwise acquire and hold, manage, develop, deal with and turn to account any bonds, debentures, shares, (whether fully paid or not) stocks, options, commodities, futures, forward contracts, notes or securities of Governments, States, municipalities, public authorities or public or private limited or unlimited companies in any part of the world, precious metals, gems, works of art and other articles of value and whether on a cash or margin basis and including short sales, and to lend money against the security of any of the aforementioned property;
  - (xi) buy, own, hold, subdivide, lease, sell, rent, prepare building sites, construct, reconstruct, alter, improve, decorate, furnish, operate, maintain, reclaim or otherwise deal with and/or develop land and buildings and otherwise deal in real estate in all its branches, make advances upon the security of land or houses or other property or any interest therein, and whether created or in course of creation and whether on first mortgage or charge or subject to prior mortgage or charge, and to develop land and buildings as may seem expedient to the Company;
  - (xii) borrow or raise money by the issue of debentures, debenture stock (perpetual or terminable), bonds, mortgages, or any other securities founded or based upon all or any of the assets or property of the Company or without any such security and upon such terms as to priority or otherwise as the Company may think fit;
  - (xiii) do all such other things as are incidental to, or which the company may think conducive to the attainment of all the above objects, powers, rights and privileges.
- (c) For the purposes of section 9(4) of the Act, there are no limitations on the businesses that the Company may carry on.

## 6. SHARES IN THE COMPANY

- (1) The Company shall be authorised to issue a maximum of 1,000,000,000 ordinary shares of a single class without par value.
- (2) The shares in the Company shall be issued in the currency of Great Britain.
- (3) Shares in the Company shall be issued as registered shares only.
- (4) The shares may be divided into such number of classes and series as the directors or members may by resolution from time to time determine, and until so divided shall comprise one class and series.
- (5) The Company shall not be authorized to issue bearer shares; convert registered shares to bearer shares; nor exchange registered shares for bearer shares.

**7. DESIGNATIONS, RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS ATTACHING TO SHARES**

The directors or members shall by resolution have the power to issue any class or series of shares that the Company is authorized to issue, with or subject to any designations, powers, preferences, rights, qualifications, limitations and restrictions.

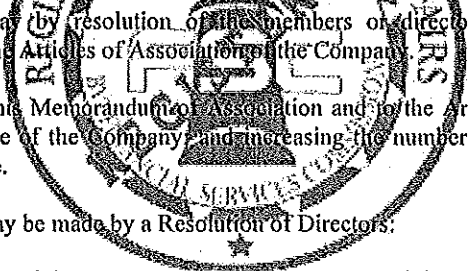
**8. VARIATION OF CLASS RIGHTS**

If at any time the number of shares which the Company is authorised to issue is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) shall whether or not the Company is being wound up, be varied by a resolution with the consent in writing of the holders of a majority in excess of 50% of the issued shares of that class and of the holders of not less than 30% of the issued shares of any other class of shares which may be affected by such variation.

**9. 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 such further shares ranking pari passu therewith.

**10. AMENDMENTS**

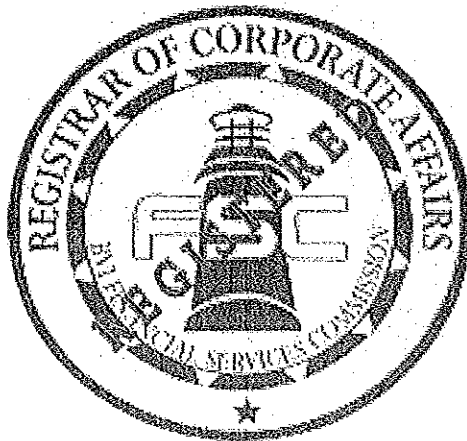
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- (1) The Company may by resolution of the members or directors, amend this Memorandum of Association and the Articles of Association of the Company.
  - (2) Amendments to this Memorandum of Association and to the Articles of Association may include changing the name of the Company and increasing the number of shares which the Company is authorised to issue.
  - (3) No amendment may be made by a Resolution of Directors:
    - (i) to restrict the rights or powers of members to amend the memorandum of association or the articles of association;
    - (ii) to change the percentage of members required to pass a resolution of members to amend the memorandum of association or articles of association;
    - (iii) to clauses 7, 8, 9, and 10 of this Memorandum;
    - (iv) to prohibit members from amending the memorandum of association or articles of association; and
    - (v) to Regulations 122, 126 or 127 of the Articles of Association of the Company.
  - (4) Where a resolution is passed to amend the memorandum or articles of Association, the Company shall file for registration with the Registrar of Corporate Affairs:
    - (i) a notice of amendment in the approved form; or
    - (ii) a restated memorandum or articles of association incorporating the amendments made.

We, the undersigned Registered Agent, CCS Trustees Limited of 263 Main Street, P.O. Box 2196, Road Town, Tortola, British Virgin Islands, for the purpose of incorporating a BVI Business Company under the BVI Business Companies Act, hereby sign this Memorandum of Association the 14th day of September, 2012.

Incorporator:



.....  
Jermaine Fahie  
Authorised Signatory  
CCS Trustees Limited  
263 Main Street, P.O. Box 2196  
Road Town, Tortola  
British Virgin Islands



**AMENDED AND RESTATED  
ARTICLES OF ASSOCIATION  
of**

**All Asia Asset Capital Limited**

**(Adopted pursuant to written resolutions  
passed by the shareholders on 25 April 2013)**

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**AMENDED AND RESTATED**  
**ARTICLES OF ASSOCIATION**  
**of**  
**All Asia Asset Capital Limited**

**1 INTERPRETATION AND CONSTRUCTION**

1.1 In these Articles, unless the context otherwise requires, the words standing in the first column of the following table shall bear the meaning set opposite them respectively in the second column.

<b>“Act”</b>	BVI Business Companies Act, 2004 as from time to time amended or restated;
<b>“AIM”</b>	the AIM market operated by the London Stock Exchange;
<b>“AIM Rules”</b>	the Rules of the London Stock Exchange, governing admission to and the operation of AIM, as amended from time to time;
<b>“Articles”</b>	these articles of association as originally registered or as from time to time amended or restated;
<b>“Auditor”</b>	the independent auditor of the Company for the time being and may include any individual or partnership;
<b>“Board”</b>	the board of directors of the Company appointed or elected pursuant to these Articles and acting by, or pursuant to, a resolution in accordance with the Act and these Articles or the directors present at a meeting of directors at which there is a quorum;
<b>“Business Day”</b>	any day other than a Saturday, Sunday or public holiday in the British Virgin Islands;

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<b>“City Code”</b>	the UK City Code on Takeovers and Mergers, as issued from time to time by or on behalf of the Panel or any successor to or replacement thereof from time to time, whether statutory or not, issued by or on behalf of the Panel;
<b>“clear days”</b>	in relation to a period of notice, that period excluding (i) the day when the notice is given or deemed to be given; and (ii) the day for which it is given or on which it is to take effect;
<b>“Company”</b>	All Asia Asset Capital Limited, a BVI Business Company incorporated with company number 1733571;
<b>“Court”</b>	a court of competent jurisdiction in the country or place in which the Company is registered;
<b>“CREST”</b>	the electronic settlement system operated by Euroclear UK & Ireland Limited and being a Relevant System for the purpose of the Regulations;
<b>“CREST Rules”</b>	the operating rules of CREST;
<b>“Depositary”</b>	any person who is a Shareholder by virtue of its holding Shares as a trustee for those individuals who have elected to hold Shares in dematerialised form through depositary interests;
<b>“Director”</b>	a director of the Company and shall include an alternate director;
<b>“Distribution”</b>	the:  direct or indirect transfer of an asset, other than the Company’s own shares, to or for the benefit of a Shareholder; or  the incurring of a debt to or for the benefit of a Shareholder,

in relation to Shares held by a Shareholder and whether by means of the purchase or an asset, the purchase, redemption or other acquisition of Shares, a transfer of indebtedness or otherwise, and includes a dividend;

**“Employees’ Share Scheme”** a scheme for encouraging or facilitating the holding of Shares in the Company by or on behalf of:

employees or former employees of the Company, any subsidiary of the Company, or the Company’s holding company or any of its subsidiaries; or

the spouses, civil partners, surviving spouses, surviving civil partners, or minor children or step children of such employees or former employees;

**“Financial Instruments”** transferable securities, options, futures and any other derivative contracts that result in an entitlement to acquire, on the Member’s own initiative alone, under a legally binding agreement, Shares to which voting rights are attached so that the Member will enjoy, on maturity of such agreement, either the unconditional right to acquire the underlying Shares or the discretion as to his right to acquire such Shares or not;

**“head office”** such office of the Company as the Board may from time to time determine to be the principal office of the Company;

**“London Stock Exchange”** London Stock Exchange plc;

**“Member”** a person whose name is entered in the register of members as the holder of one or more shares, or fractional shares, in the Company;

**“Memorandum”** the memorandum of association of the Company as originally registered or as from time to time amended or restated;

**“month”** a calendar month;

<b>“Notice”</b>	written notice as further provided in these Articles unless otherwise specifically stated;
<b>“Office”</b>	the registered office of the Company for the time being;
<b>“Ordinary Resolution of Members”</b>	(a) a resolution passed at a duly constituted meeting of Members by the affirmative vote of a simple majority of the votes of Members who, being entitled to do so, vote in person or by proxy on the resolution; or  (b) a resolution consented to in writing by all of the Members entitled to vote thereon;
<b>“Panel”</b>	the UK Panel on Takeovers and Mergers, and any successor thereof or replacement body thereto;
<b>“paid up”</b>	paid up or credited as paid up;
<b>“Register”</b>	the register of Shareholders and, where applicable, any copies of the register of Shareholders of the Company kept in accordance with the provisions of the Act;
<b>“Regulations”</b>	the UK Uncertificated Securities Regulations 2001 (SI 2001/3755) (as amended from time to time) relating to the operation of the CREST, being the paperless settlement of trades and the holdings of uncertificated Shares of which Euroclear UK & Ireland Limited is the operator;
<b>“Regulatory Information Service”</b>	a service approved by the London Stock Exchange for the distribution to the public of AIM announcements;
<b>“Relevant Change”</b>	changes to the holding of Shares (together with a position (if any) in Financial Instruments) of a Shareholder which increase or decrease such holding through three per cent. (3%) (excluding Treasury Shares) or any single percentage above three per cent. (3%) (excluding Treasury Shares) (or such other levels as may be prescribed by the AIM Rules from time to

	time);
<b>“Relevant System”</b>	a 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;
<b>“Resolution of Directors”</b>	(a) a resolution passed at a duly constituted meeting of Directors or of a committee of Directors of the Company by the affirmative vote of a simple majority of the directors present who voted and did not abstain; or  (b) a resolution consented to in writing by all of the directors or of all the members of the committee, as the case may be;
<b>“Seal”</b>	the common seal of the Company;
<b>“Secretary”</b>	any person, firm or corporation appointed by the Board to perform any of the duties of secretary of the Company and includes any assistant, deputy, temporary or acting secretary;
<b>“Shares”</b>	a share in the Company;
<b>“Shareholder”</b>	any person whose name is entered in the register of members of the Company as the holder of one or more Shares or fractional Shares;
<b>“Significant Shareholder”</b>	any person with any legal or beneficial interest, whether direct or indirect, of three per cent (3%) or more of any class of Shares (excluding Treasury Shares) (or such other level as may be prescribed by the AIM Rules from time to time);
<b>“Special Resolution of Members”</b>	(a) a resolution passed at a duly constituted meeting of Members by the affirmative vote of not less than three-fourths of the votes of

Members who, being entitled to do so, vote in person or by proxy on the resolution; or

- (b) a resolution consented to in writing by all of the Members entitled to vote thereon;

**“Takeover Regime”** means the City Code or any successor or other regime (whether statutory or non-statutory) governing the conduct of takeovers and mergers in the UK;

**“Treasury Share”** a Share that was previously issued but was repurchased, redeemed or otherwise acquired by the Company and not cancelled; and

**“year”** a calendar year.

1.2 In these Articles, unless there be something within the subject or context inconsistent with such construction:

- (a) words importing the singular include the plural and *vice versa*;
- (b) words denoting the masculine gender include the feminine and neuter genders and *vice versa*;
- (c) words importing persons include companies, associations and bodies of persons whether corporate or not;
- (d) the words:
  - (i) **“may”** shall be construed as permissive; and
  - (ii) **“shall”** and **“will”** shall be construed as imperative;
- (e) expressions referring to writing or its cognates shall be construed as including facsimile printing, lithography, photography, electronic mail and other modes of representing words in a visible form;
- (f) references to any law, act, ordinance, statute or statutory provision shall be interpreted as relating to any statutory modification or re-enactment thereof for



the time being in force;

- (g) save as aforesaid words and expressions defined in the Act shall bear the same meanings in these Articles;
- (h) any reference to Shares in “**uncertificated form**” means Shares, the title to which is recorded in the Register as being held in such form and which by virtue of the Regulations may be transferred by means of a Relevant System and any reference to Shares in “certified form” means Shares, the title to which is not and may not be so transferred;
- (i) a company is a “**subsidiary**” of another company, its “**holding company**”, if that other company (i) holds a majority of the voting rights in it, or (ii) is a member of it and has the right to appoint or remove a majority of its Board, or (iii) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it, or if it is a subsidiary of a company that is itself a subsidiary of that other company;
- (j) a Special Resolution of Members shall be effective for any purpose for which an Ordinary Resolution of Members is expressed to be required under any provision of these Articles;
- (k) references to a document being executed include references to it being executed under hand or under seal or by electronic signature or by any other method and references to a notice or document include a notice or document recorded or stored in any digital, electronic, electrical, magnetic or other retrievable form or medium and information in visible form whether having physical substance or not; and
- (l) in these Articles, a reference to the AIM Rules or AIM has effect if, and only if, at the relevant time Shares are admitted to trading on AIM.

## 2 SHARES

- 2.1 Subject to the provisions of these Articles relating to authority, pre-emption rights or otherwise and to any resolutions of the Company passed in general meeting pursuant thereto, the unissued Shares of the Company shall be at the disposal of the Board who may, without prejudice to any rights previously conferred on the holders of any existing shares or class or series of Shares, offer, allot, grant options over or otherwise dispose of the Shares to such persons, at such times and upon such terms and conditions as the

Company may by Resolution of Directors determine.

- 2.2 Subject to these Articles, the Company may by Resolution of Directors, purchase, redeem or otherwise acquire and hold its own Shares. Sections 60, 61 and 62 of the Act shall not apply to the Company.
- 2.3 Subject to article 2.4, a Share that the Company purchases, redeems or otherwise acquires may be cancelled or held by the Company as a Treasury Share.
- 2.4 The Company may only hold a Share that has been purchased, redeemed or otherwise acquired as a Treasury Share if the number of Shares purchased, redeemed or otherwise acquired, when aggregated with Shares of the same class already held by the Company as Treasury Shares, does not exceed 50% of the Shares of that class previously issued by the Company, excluding Shares that have been cancelled.
- 2.5 Treasury Shares may be transferred by the Company and the provisions of the Act, the Memorandum and these Articles that apply to the issue of Shares apply to the transfer of Treasury Shares.
- 2.6 All the rights and obligations attaching to a Treasury Share are suspended and shall not be exercised by or against the Company while it holds the share as a Treasury Share.

### **3 ALLOTMENT OF SHARES**

- 3.1 Subject to the Act and to these Articles, the Board may exercise any power of the Company:
  - (a) to allot any Shares in the Company; or
  - (b) to grant rights to subscribe for, or to convert any security into, Shares in the Company,if they are authorised to do so by an Ordinary Resolution of Members in accordance with Article 3.3.
- 3.2 Article 3.1 does not apply to:
  - (a) the allotment of Shares in pursuance of an Employees' Share Scheme; or
  - (b) the grant of a right to subscribe for, or to convert any security into, Shares so allotted.

- 3.3 The authorisation under Article 3.1:
- (a) may be given for a particular exercise of the power or for its exercise generally, and may be unconditional or subject to conditions;
  - (b) must state the maximum number of Shares that may be allotted under it and specify the date on which it will expire, which must be not more than five (5) years from the date on which the resolution is passed by virtue of which the authorisation is given; and
  - (c) may be revoked or varied at any time by Resolution of Members.
- 3.4 In relation to rights to subscribe for or to convert any security into Shares in the Company, references in Article 3.3 to the maximum number of Shares that may be allotted under the authorisation are to the maximum number of Shares that may be allotted pursuant to the rights.
- 3.5 The Board may allot Shares, or grant rights to subscribe for or to convert any security into Shares, after authorisation under Article 3 has expired if:
- (a) the Shares are allotted, or the rights are granted, in pursuance of an offer or agreement made by the Company before the authorisation expired; and
  - (b) the authorisation allowed the Company to make an offer or agreement which would or might require Shares to be allotted, or rights to be granted, after the authorisation had expired.
- 3.6 Effective from the date of admission of the Shares of the Company to trading on AIM (the “**Admission**”) and without prejudice to any resolution made pursuant to Article 3.1 and without prejudice to the Directors' authority to allot Shares in pursuance of an Employees' Share Scheme or the grant of a right to subscribe for, or convert any security into, Shares so allotted, the Board has the authority to allot at any time during the period from Admission until the date that is twelve months following Admission until the earlier of the date that is eighteen months following Admission and the end of the first annual general meeting to occur following Admission such number of Shares as is equivalent to, but not exceeding, fifty (50)% of the total number of Shares of the Company in issue immediately following Admission.
- 3.7 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. Subject to the Act,

the commission may be satisfied by the payment of cash or by the allotment of fully or partly paid Shares or partly in one and partly in the other.

- 3.8 Subject to the terms and conditions of any application for shares, the Board shall allot shares applied for within ten Business Days of the closing date of any such application (or such other period as may be approved by AIM).
- 3.9 Subject to the Act and these Articles, the Board may at any time after the allotment of Shares but before any person has been entered in the Register as the holder, 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 considers fit to impose.
- 3.10 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or required in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any fractional part of a share or (except only as otherwise provided by these Articles or by law) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

#### **4 PRE-EMPTION RIGHTS**

4.1 In this Article 4:

- (a) **“Equity Securities”** means Ordinary Shares or rights to subscribe for, or to convert securities into, Ordinary Shares;
- (b) **“Ordinary Shares”** means Shares other than Shares that as respects dividends and capital carry the right to participate only up to a specified amount in a distribution;
- (c) References to the allotment of Equity Securities includes (a) the right to subscribe for, or convert any securities into, Ordinary Shares, and (b) the sale of Ordinary Shares that immediately before the sale are held as Treasury Shares.

4.2 Subject to the provisions of Articles 4.3 to 4.7, the Company may not allot Equity Securities to a person unless:

- (a) it has made an offer to each person who holds Ordinary Shares in the Company to allot to him on the same or more favourable terms a proportion of those securities that is as nearly as practicable equal to the proportion in nominal value or, if the

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Shares have no nominal value, number of Ordinary Shares held by him of the aggregate of the issued Ordinary Shares of the Company, and

- (b) the period during which any such offer may be accepted has expired or the Company has received notice of the acceptance or refusal of every offer so made.

4.3 Shares held by the Company as Treasury Shares are disregarded for the purpose of this Article 4, so that:

- (a) the Company is not treated as a person who holds Ordinary Shares; and
- (b) such Treasury Shares are not treated as forming part of the Ordinary Share capital of the Company.

4.4 The following provisions of this Article 4.4 regulate the manner in which offers required by Article 4.2 are to be made to holders of the Company's Ordinary Shares:

- (a) Subject to the following provisions, an offer shall be in writing and shall be subject to the Notice requirement set out in Article 42.
- (b) Where Ordinary Shares are held by two or more persons jointly, the offer may be made to the jointholder first named in the Register.
- (c) In the case of the death or bankruptcy of a holder, the offer may be made by sending it by post in a prepaid letter addressed to the persons claiming to be entitled to the Ordinary Shares in consequence of the death or bankruptcy by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address supplied for the purpose by those so claiming or (until such address has been so supplied) by giving notice in any manner in which it might have been given if the death or bankruptcy had not occurred.
- (d) The offer must state a period of not less than fourteen (14) days during which it may be accepted and the offer shall not be withdrawn before the end of that period.

4.5 Article 4.2 does not apply:

- (a) in relation to the allotment of bonus shares;
- (b) to a particular allotment of Equity Securities if these are, or are to be, wholly or

partly paid up otherwise than in cash;

- (c) to the allotment of Equity Securities that would be held under an Employees' Share Scheme; or
- (d) to a particular allotment of Equity Securities approved by the Company by Special Resolution of Members.

4.6 Effective from the date of Admission and without prejudice to any Special Resolution of Members made pursuant to Article 4.5, the Board has the authority to allot at any time during the period from Admission until the earlier of the date that is eighteen months following Admission and the end of the first annual general meeting to occur following Admission, such number of Equity Securities for cash as is equivalent to, but not exceeding, fifteen (15)% of the total number of Equity Shares of the Company in issue immediately following Admission.

4.7 In relation to an offer to allot securities required by Article 4.2, a reference (however expressed) to the holder of Ordinary Shares is to whoever was the holder of such shares at the close of business on a date to be specified in the offer falling within a period of twenty-eight (28) days before the date of the offer.

## **5 SHARE CERTIFICATES**

5.1 Every share certificate shall be issued either under Seal (or a facsimile thereof) with or without the signature of any Director, or signed by at least one Director or such other person who may be authorised by the Board to sign share certificates, and shall specify the number and class and distinguishing numbers (if any) of the shares to which it relates, and may otherwise be in such form as the Board may from time to time determine. No certificate shall be issued representing Shares of more than one class. The signatures on any such certificates (or certificates in respect of other securities) need not be autographic but may be affixed to such certificates by some mechanical means or may be printed thereon so that such certificates need not be signed by any person.

5.2 In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of several joint holders shall be sufficient delivery to all such holders.

5.3 Where a share stands in the names of two or more persons, the person first named in the Register shall, as regards service of notices and, subject to the provisions of these Articles, all or any other matters connected with the Company, except the transfer of the shares, be

deemed the sole holder thereof.

- 5.4 Where a share stands in the names of two or more persons, any request relating to cancellation or issue of a share certificate may be made by any one of the registered joint holders.
- 5.5 Every person whose name is entered as a Shareholder in the Register shall be entitled, without payment, to receive one certificate for all shares of any one class or several certificates each for one or more of such Shares of such class upon payment for every certificate after the first of such fee as is provided in Article 5.6.
- 5.6 The fee payable in respect of share certificates referred to in this Article and Article 5.7 shall be an amount not exceeding such maximum amount as may be allowed under the AIM Rules (if a maximum amount is specified) provided that the Board may at any time waive such fee or determine a lower amount for such fee.
- 5.7 Upon every transfer of Shares the certificate held by the transferor shall be given up to be cancelled, and shall forthwith be cancelled accordingly, and a new certificate shall be issued to the transferee in respect of the shares transferred to him.
- 5.8 Where a Shareholder transfers part only of the Shares comprised in a certificate or where a Shareholder requires the Company to cancel any certificate and issue new certificates for the purpose of subdividing his holding in a different manner the old certificate or certificates shall be cancelled and a new certificate or certificates for the balance of such shares issued in lieu thereof and such Shareholder shall pay all or any part of the stamp duty payable (if any) on each share certificate prior to the delivery thereof which the Board in its absolute discretion may require and such fee as is provided in Article 5.6.
- 5.9 Every person whose name is entered as a Shareholder in the Register shall be entitled to receive within ten Business Days of the date of allotment (or such other period as may be approved by AIM) or within ten Business Days after the date of lodgement of a registrable transfer (or such other period as may be approved by AIM) share certificates in reasonable denominations for the Shares so allotted or transferred.
- 5.10 Subject to any applicable laws of the British Virgin Islands, if any share certificate is defaced, worn out, destroyed, lost or stolen, it may be replaced on such evidence being produced and a letter of indemnity (if required) as the Board may require, and (in case of defacement or wearing out) on delivery of the old certificate and in any case on payment of such sum as the Board may from time to time require together with the amount of the stamp duty payable (if any) on each share certificate. In the case of destruction, loss or

theft, a shareholder or person entitled to whom such replaced certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss.

## **6 SHARES HELD IN CREST**

6.1 Nothing in these Articles shall preclude any Share or security (or interests in such Share or security) from being issued, held, registered, converted, transferred or otherwise dealt with in an uncertificated form in accordance with the Regulations and the CREST Rules or any other Relevant System operated pursuant to the Regulations.

6.2 In relation to any Share or other security (or interests in such Shares or securities) which is in uncertificated form, these Articles shall have the effect subject to the provisions of the Regulations and, so far as they are consistent with the Regulations, to the following provisions:

- (a) the Company shall not be obliged to issue a certificate evidencing title to Shares or other securities and all references to a certificate in respect of any Shares or securities held in uncertificated form in these Articles shall be deemed inapplicable to such Shares or other securities which are in uncertificated form and shall be interpreted as a reference to such form of evidence of title to uncertificated Shares or other securities as the Regulations prescribe or permit;
- (b) the registration of title to or transfer of any Shares or other securities in an uncertificated form shall be effected in accordance with the Regulations;
- (c) a properly authenticated dematerialised instruction given in accordance with the Regulations shall be given effect to in accordance with the Regulations; and
- (d) any communication required or permitted by these Articles to be given by a person to the Company may be given in accordance with and in any manner (whether or not in writing) prescribed or permitted by the Regulations.

6.3 If a situation arises where any provision of these Articles is inconsistent in any respect with the Regulations in relation to Shares or other securities (or interests in such Shares or securities) of the Company which are in uncertificated form then:

- (a) the Regulations will be given effect thereto in accordance with their terms;
- (b) the Board shall have power to implement any procedures it may think fit that may accord with the Regulations for the recording and transferring of title to Shares

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and other securities (or any interests in such Shares or other securities) in uncertificated form; and

- (c) the Board shall have power to elect, without further consultation with the holders of any Shares or other securities (or any interests in such Shares or other securities) of the Company that any class or classes of Shares and other securities (or any interests in such Shares or other securities) become capable of being traded in uncertificated form in accordance with the Regulations and the CREST Rules or the rules of any other Relevant System.

## 7 LIEN

7.1 The Company shall have a first and paramount lien on:

- (a) every Share (not being a fully paid Share) for all unpaid calls and instalments upon the Share in respect of which such moneys are due and unpaid; and
- (b) each Share for any amounts the Company is required by law to pay and has paid in respect of that share.

7.2 The Company's lien on a Share shall extend to all Distributions or other moneys payable thereon or in respect thereof (including reasonable interest and expenses incurred because the amount is not paid and to the proceeds of sale of the Share). The Board may at any time, generally or in any particular case, waive any lien that has arisen or declare any share exempt in whole or in part, from the provisions of this Article.

7.3 Subject to these Articles, the Company may sell in such manner as the Board determines any Share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged nor until the expiration of a date specified in a notice in writing for payment to be made, stating and demanding payment of the sum presently payable, or specifying the liability or engagement and demanding fulfilment or discharge thereof, has been served on the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.

7.4 The aforesaid written notice shall specify a further date not earlier than the expiration of fourteen days from the date of service of the notice on or before which the payment required by the notice is to be made and shall contain a statement that in the event of non-payment at or before the time named in the notice, the Share will be liable to be sold.

- 7.5 The net proceeds of the sale shall be received by the Company and applied in or towards payment or discharge of the debt or liability in respect of which the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the Share prior to the sale) be paid to the person entitled to the Share at the time of the sale or to his executors, administrators or assignees or as he may direct. To give effect to any such sale the Board may authorise a person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares so transferred and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings relating to the sale.
- 7.6 The Company may do all such things as may be necessary or appropriate for it to do under the CREST Rules to protect any lien, charge or other right to which it is entitled under any law or these Articles.

## **8 CALLS ON SHARES**

- 8.1 Subject to these Articles and to the terms of allotment, the Board may from time to time make calls upon the Shareholders in respect of any moneys unpaid on their Shares, and each Shareholder shall (subject to being given at least fourteen clear days' Notice in writing specifying the time and place of payment) pay to the Company as required by such notice the amount called on his Shares. A call may be extended, postponed or revoked in whole or in part as the Board determines but no Shareholder shall be entitled to any such extension, postponement or revocation.
- 8.2 A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made. The joint holders of a Share shall be jointly and severally liable to pay all calls and instalments due in respect thereof or other moneys due in respect thereof.
- 8.3 If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the amount unpaid from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding twenty per cent. per annum) as the Board may determine, but the Board may in its absolute discretion waive payment of such interest wholly or in part.
- 8.4 No Shareholder shall be entitled to receive any Distribution or bonus or to be present and vote (save as proxy for another Shareholder) at any general meeting either personally or by proxy, or be reckoned in a quorum, or exercise any other privilege as a Shareholder until all calls or instalments due by him to the Company, whether alone or jointly with

any other person, together with interest and expenses (if any) have been paid.

- 8.5 On the trial or hearing of any action or other proceedings for the recovery of any money due for any call, it shall be sufficient to prove that the name of the Shareholder is entered in the Register as the holder, or one of the holders, of the Shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book, and that notice of such call was duly given to the Shareholder, in pursuance of these Articles; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
- 8.6 Any amount payable in respect of a Share upon allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call duly made and payable on the date fixed for payment and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.
- 8.7 On the issue of Shares the Board may differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.
- 8.8 The Board may, if it thinks fit, receive from any Shareholder willing to advance the same, and either in money or money's worth, all or any part of the moneys uncalled and unpaid or instalments payable upon any shares held by him and upon all or any of the moneys so advanced (until the same would, but for such advance, become presently payable) pay interest at such rate (if any) as the Board may decide. The Board may at any time repay the amount so advanced upon giving to such Shareholder not less than one month's Notice of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. Such payment in advance shall not entitle the holder of such Share to participate in respect thereof in a Distribution subsequently declared or in profits.

## **9 FORFEITURE OF SHARES**

- 9.1 If a call remains unpaid after it has become due and payable the Board may give to the person from whom it is due a Notice:
- (a) requiring payment of the amount unpaid together with any interest which may have accrued and which may still accrue up to the date of actual payment and the date for payment to be made;

- (b) specifying a further date, not earlier than the expiration of fourteen days from the date of service of the Notice on or before which the payment required by the Notice is to be made; and
  - (c) stating that in the event of non-payment at or before the time named in the Notice, the shares on which the call was made will be liable to be forfeited.
- 9.2 If the requirements of the Notice given under Article 9.1 are not complied with, any Share in respect of which such Notice has been given may at any time thereafter, before tender of payment of all calls and interest due in respect thereof has been made be forfeited and cancelled by a resolution of the Shareholders to that effect, and such forfeiture shall include all Distributions and bonuses declared in respect of the forfeited Share but not actually paid before the forfeiture.
- 9.3 When any Share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the Share. No forfeiture shall be invalidated by any omission or neglect to give such Notice.
- 9.4 The Board may accept the surrender of any Share liable to be forfeited hereunder and, in such case, references in these Articles to forfeiture will include surrender.
- 9.5 A declaration by a Director or the Secretary that a Share has been forfeited on a specified date shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share. When any Share has been forfeited, notice of the declaration shall be given to the Shareholder in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or make any such entry.
- 9.6 Save as otherwise provided in these Articles, the Company is under no obligation to refund any moneys to the Shareholder whose shares have been cancelled. Such Shareholder shall be discharged from any obligation to the Company to pay further calls.
- 9.7 The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium or otherwise, as if the same had been payable by virtue of a call duly made and notified.

## **10 REGISTER OF SHAREHOLDERS**

- 10.1 The Board shall cause there to be kept a register of Shareholders in which there shall be recorded the name and address of each Shareholder, the number of each class and series of Shares held by each Shareholder, the date on which the name of each Shareholder was entered in the register of Shareholder and the date upon which any person ceased to be a Shareholder.
- 10.2 The register of Shareholders may be in such form as the Board 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 Board otherwise determines, the magnetic, electronic or other data storage form shall be the original register of Shareholder.

## **11 RECORD DATES**

- 11.1 Notwithstanding any other provision of these Articles, and subject to the Act, the Company or the Board may, subject to the AIM Rules and CREST Rules fix any date as the Record Date for:
- (a) determining the Shareholders entitled to receive any Distribution, allotment or issue and such Record Date may be on, or at any time not more than thirty days before or after, any date on which such Distribution, allotment or issue is declared, paid or made; and
  - (b) determining the Shareholders entitled to receive notice of and to vote at any general meeting of the Company;

provided that in respect of paragraph (b) above, the Board may fix the date on which notice is given of a general meeting, or such other date as may be specified in the notice, as the Record Date for determining those Shareholders that are entitled to vote at the general meeting.

## **12 TRANSFER OF REGISTERED SHARES**

- 12.1 Subject to these Articles, any Shareholder may transfer all or any of his Shares by an instrument of transfer in the form acceptable to the Board provided always that such instrument complies with the requirements of the Act. The instrument of transfer shall be sent to the Company (or to such other person as the Company may direct) for registration.
- 12.2 The instrument of transfer of any Share in certificated form shall be executed by or on

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behalf of the transferor and contain the name and address of the transferee. The Board may also resolve, either generally or in any particular case, upon request by either the transferor or transferee, to accept mechanically executed transfers. 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. The Company shall not be required to treat a transferee of a share as a Shareholder until the transferee's name has been entered in the Register. Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment or provisional allotment of any share by the allottee in favour of some other person.

- 12.3 The Board shall require that an instrument of transfer be signed by a transferee if registration as a holder of the share imposes a liability to the Company on the transferee.
- 12.4 Subject to the requirements of the Act and the laws of the British Virgin Islands, transfers of Shares in uncertificated form which are traded on AIM may be effected by any method of transferring or dealing in securities introduced by AIM or operated in accordance with the AIM Rules or the CREST Rules as appropriate and which have been approved by the Board for such purpose.
- 12.5 Subject to Article 12.4, the Board may, in its absolute discretion and without giving any reason therefor, pass a resolution refusing, preventing or delaying to register a transfer of any Share (not being a fully paid up share), in respect of:
- (a) any Share issued under any Employees' Share Scheme upon which a restriction on transfer imposed thereby still subsists;
  - (b) any purported transfer of any Share (not being a fully paid up Share) on which the Company has a lien, except in the case of a transfer to executors, administrators or trustees of the estate of a deceased Shareholder;
  - (c) a transfer of any share to more than three joint holders; or
  - (d) the Company is otherwise permitted or required to do so under the AIM Rules or under the terms of issue of the Shares.
- 12.6 Save as provided in these Articles, there shall be no restriction on the transfer of fully paid up shares (except where required by law or the AIM Rules).
- 12.7 Without limiting the generality of the last preceding Article, the Board may decline to recognise any instrument of transfer unless:

- (a) if the AIM Rules permit the Company to charge a fee, a fee of such sum (not exceeding or such maximum sum as may be prescribed in the AIM Rules) as the Board may from time to time require is paid to the Company in respect thereof;
- (b) the instrument of transfer is in respect of only one class of share; and
- (c) the instrument of transfer is lodged at the Office or the office of the Company's transfer agent accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do).

12.8 The registration of transfers of Shares or of any class of Shares may, after notice has been given in accordance with applicable requirements of AIM be suspended at such times and for such periods as the Board may determine.

### **13 TRANSMISSION OF REGISTERED SHARES**

13.1 In the case of the death of a Shareholder, the survivor or survivors where the deceased Shareholder was a joint holder, and the legal personal representatives of the deceased Shareholder where the deceased Shareholder was a sole holder, shall be the only persons recognised by the Company as having any title to the deceased Shareholder's interest in the shares. Nothing herein shall release the estate of a deceased joint holder from any liability in respect of any Share which had been jointly held by such deceased Shareholder with other persons. Subject to the provisions of the laws of the British Virgin Islands, for the purpose of this Article, legal personal representative means the executor or administrator of a deceased Shareholder or such other person as the Board may, in its absolute discretion, decide as being properly authorised to deal with the shares of a deceased Shareholder. Where two or more persons are registered as joint holders of a share or shares, then in the event of the death of any joint holder or holders the remaining joint holder or holders shall be absolutely entitled to the said share or shares and the Company shall recognise no claim in respect of the estate of any joint holder except in the case of the last survivor of such joint holders.

13.2 Any person becoming entitled by operation of law to a share in consequence of the death or bankruptcy or winding-up of a Shareholder may, upon such evidence as to his title being produced as may be required by the Board, elect either to become the holder of the share or to have some person nominated by him registered as the transferee thereof. If he elects to become the holder he shall notify the Company in writing to that effect. If he elects to have another person registered he shall execute a transfer of the share in favour

of that person. The provisions of these Articles relating to the transfer and registration of transfers of shares shall apply to such notice or transfer as aforesaid as if the death or bankruptcy of the Shareholder had not occurred and the notice or transfer were a transfer signed by such Shareholder.

- 13.3 A person becoming entitled by operation of law to a Share by reason of the death or bankruptcy or winding-up of a Shareholder shall be entitled to the same Distributions and other advantages to which he would be entitled if he were the registered holder of the Share. However, the Board may, if it thinks fit, withhold the payment of any Distribution payable or other advantages in respect of such share until such person shall become the registered holder of the share or shall have effectually transferred such share, but, subject to the requirements of Article 18.11 being met, such a person may vote at meetings.

## 14 DISCLOSURE OF INTEREST IN SHARES

- 14.1 For as long as the Shares of the Company are admitted to trading on AIM:

- (a) the provisions of Chapter 5 of the Disclosure and Transparency Rules of the UK Financial Services Authority (as amended from time to time) (“DTR5”) relating to the requirement of Shareholders to disclose to the Company any Relevant Changes to their holding of Shares, shall be deemed to be incorporated by reference into these Articles and shall be binding on the Company and its Members;
- (b) notwithstanding the time limits for disclosure and notification requirement set out in DTR5, the Company is required by Rule 17 of the AIM Rules to notify such information “without delay” and the information required to be released pursuant to Rule 17 must be notified by the delivery of an announcement to a Regulatory Information Service for distribution to the public rather than “made public” under DTR5;
- (c) for the purposes of applying DTR5 to the Company and to each Member, the Company shall be deemed to be an “issuer” and not a “non-UK issuer” (as such terms are defined in DTR5).

- 14.2 A Shareholder shall notify the Company of any Relevant Changes to the percentage of his voting rights without delay.

- 14.3 The Company may by notice in writing (a “**Disclosure Notice**”) require a person whom the Company knows or has reasonable cause to believe to be or, at any time during the



three years immediately preceding the date on which the Disclosure Notice is issued, to have been interested in Shares in the issued capital of the Company:

- (a) to confirm that fact or (as the case may be) to indicate whether or not it is the case:  
and
- (b) where he holds or has during that time held an interest in such Shares, to provide such further information as the Board may require to satisfy its obligations under DTR5 and the AIM Rules.

14.4 Unless otherwise determined by the Board, no Member holding Shares representing 0.25 per cent (0.25%) or more of the Shares in the issued capital of the Company (excluding Treasury Shares) shall be entitled:

- (a) in respect of any such Shares, to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of Shares, or to exercise any other right conferred by membership in relation to any such meeting; or
- (b) to receive payment of any Distribution in respect of any such Shares; or
- (c) to transfer any such Shares otherwise than:
  - (i) pursuant to acceptance of a take-over offer to acquire all of the Shares in the Company (other than Shares already held by the offeror at the date of the offer);
  - (ii) through a recognised investment exchange or other recognised market; or
  - (iii) in any other manner which the Board is satisfied is bona fide and at arm's length (hereinafter referred to as an "arm's length sale")

if he or any person appearing to be interested in such Shares has been given a Disclosure Notice and has failed to provide to the Company the information therein required within fourteen (14) days from the date of such notice provided that upon receipt by the Company of notice that the relevant Shares have been transferred pursuant to an arm's length sale or upon all information required by the Disclosure Notice being given, such restrictions shall cease to apply in respect of such Shares and any Distribution withheld shall be paid.

14.5 Reference in Article 14.3 to a person have failed to give the Company the information

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required under a Disclosure Notice includes (a) reference to his having failed or refused to give all or any part of it, and (b) reference to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular.

- 14.6 Where on the basis of information obtained from a Member in respect of any Share held by him, the Company gives a Disclosure Notice to any other person, it shall at the same time send a copy of that notice to the Member, but the accidental omission to do so, or any non-receipt by the Member of such copy, shall not invalidate or otherwise affect the application of Articles 14.2 and 14.3.
- 14.7 Any sanctions imposed upon a shareholding in respect of a person having failed to give the Company the information required by a Disclosure Notice will cease to apply seven (7) days after the earlier of:
- (a) receipt by the Company of notice that the shareholding has been sold to a third party in the manner described above; and
  - (b) due compliance to the satisfaction of the Board with the Disclosure Notice.

## **15 GENERAL MEETINGS**

- 15.1 An annual general meeting of the Company shall be held in each year other than the year of the Company's incorporation at such time (within a period of not more than eighteen months after the date of incorporation or not more than fifteen months after the holding of the last preceding annual general meeting) and place as may be determined by the Board. At least twenty-one clear days' Notice of such meeting shall be given to each Shareholder.
- 15.2 Each general meeting, other than an annual general meeting, shall be called an extraordinary general meeting. General meetings (including annual general meetings) may be held in any part of the world as may be determined by the Board.
- 15.3 An extraordinary general meeting shall be convened:
- (a) whenever the Board thinks fit; and
  - (b) on receipt by the Company of a requisition by Members holding at the date of the deposit of the requisition not less than one-tenth of the total voting rights on the matter for which the meeting is being requisitioned.

- 15.4 The requisition referred to in Article 15.3 (which may consist of two or more counterparts) must state the objects of the meeting, and must be signed by the requisitionists and deposited at the Office of the Company. If the Board does not within twenty-one (21) days from the date of deposit of the requisition proceed to convene a meeting, the requisitionists, or any of them representing more than one half of the total voting right of all of them, may themselves convene a meeting in the same manner, or nearly as possible, as that in which meetings are convened by the Board, but any meeting so convened shall not be held after the expiration of three (3) months from that date. The Board is deemed not to have duly convened a meeting if it convenes a meeting on a date more than twenty-eight (28) days after the date of the notice convening the meeting.

## **16 NOTICE OF GENERAL MEETINGS**

- 16.1 At least fourteen clear days' Notice of a general meeting (other than an annual general meeting) shall be given to those persons whose name, on the date of the Notice is given, appear in the Register and are entitled to vote at the general meeting. The Notice of meeting must state the date, time and place of the meeting and the general nature of the business to be considered at the meeting. A general meeting, whether or not a Special Resolution of Members will be considered at such meeting, may be called by shorter Notice if it is so agreed:

- (a) in the case of a meeting called as an annual general meeting, by all the Shareholders entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the Shareholders having the right to attend and vote at the meeting, being a majority together holding not less than ninety per cent. of the total voting rights on all the matters to be considered at the meeting;

and for this purpose, the presence of a Shareholder at the general meeting shall be deemed to constitute waiver on his part.

- 16.2 The Notice shall specify the day, time and place of the meeting and, in case of special business, the general nature of the business. Any Notice of a general meeting to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution on the Company in respect of such special business. The Notice convening an annual general meeting shall specify the meeting as such. Notice of every general meeting shall be given to all Shareholders, other than to such Shareholders as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such Notices from the Company, and to each of the Directors and the

Auditors.

- 16.3 The Secretary may postpone any general meeting called in accordance with the provisions of these Articles (other than a meeting requisitioned under these Articles) provided that Notice of postponement is given to each Shareholder before the time for such meeting. Fresh Notice of the date, time and place for the postponed meeting shall be given to each Shareholder in accordance with the provisions of these Articles.
- 16.4 The inadvertent failure to give Notice of a meeting or (in cases where instruments of proxy are sent out with the Notice) to send such instrument of proxy to, or the fact that a Shareholder has not received such Notice or such instrument of proxy by, any person entitled to receive such Notice shall not invalidate any resolution passed or the proceedings at that meeting.

## **17 PROCEEDINGS AT GENERAL MEETINGS**

- 17.1 Shareholders may participate in any general meeting by means of such telephone or other electronic means as permit all persons participating in the meeting to hear and communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.
- 17.2 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all business that is transacted at an annual general meeting, with the exception of sanctioning dividends, the reading, considering and adopting of the accounts and balance sheet and the reports of the Directors and Auditors and other documents required to be annexed to the balance sheet, the election of Directors and appointment of Auditors and other officers in the place of those retiring, the fixing of the remuneration of the Auditors, and the voting of remuneration or extra remuneration to the Directors.
- 17.3 No business, other than the appointment of a chairman of a meeting, shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business. Except as herein otherwise provided, two Shareholders present in person (or in the case of a Shareholder being a corporation by its duly authorised representative) or by proxy shall form a quorum, provided that if the Company shall at any time have only one Shareholder, one Shareholder present in person (or being a corporation by its duly authorised representative) or by proxy shall form a quorum, for the transaction of business at any general meeting of the Company held during such time.

- 17.4 If within thirty minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, the meeting, if convened at the request of Shareholders, 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 time and place as the Board may determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the meeting shall be dissolved.
- 17.5 The chairman of the Board (if one is appointed) shall preside as chairman at every general meeting. If there is no chairman of the Board or at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the meeting, or is not willing to act as chairman, the Directors present shall choose one of their number to act, or if one Director only is present he shall preside as chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, or if the chairman chosen retires from the chair, the Shareholders present in person or by proxy and entitled to vote shall elect one of their number to be chairman.
- 17.6 The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place as the meeting shall determine, but no business shall be transacted at any adjourned meeting other than the business which might lawfully have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' Notice of the adjourned meeting shall be given specifying the time and place of the adjourned meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid, it shall be unnecessary to give notice of an adjournment.
- 17.7 If an amendment is proposed to any resolution under consideration but is in good faith ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a Special Resolution of Members, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.

## **18 VOTING**

- 18.1 Subject to any special rights or restrictions as to voting for the time being attached to any shares by or in accordance with the Memorandum or these Articles (including but not limited to Article 8.4), at any general meeting (i) on a show of hands each Shareholder

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present in person (or being a corporation, is present by its duly authorised representative) or by proxy shall have one vote and the chairman of the meeting shall determine which proxy shall be entitled to vote where a Shareholder is represented by two proxies, and (ii) on a poll each Shareholder present in person (or being a corporation, is present by its duly authorised representative), shall have one vote for every fully paid share of which he is the holder or which he represents. A resolution put to the vote of a meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded:

- (a) by the chairman of such meeting;
- (b) by at least three Shareholders present in person (or in the case of a Shareholder being a corporation by its duly authorised representative) or by proxy for the time being entitled to vote at the meeting;
- (c) by Shareholders present in person (or in the case of a Shareholder being a corporation by its duly authorised representative) or by proxy and representing not less than one-tenth of the total voting rights of all Shareholders having the right to vote at the meeting; or
- (d) by a Shareholder present in person (or in the case of a Shareholder being a corporation by its duly authorised representative) or by proxy and holding shares in the Company 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 shares conferring that right.

A demand by a person as proxy for a Shareholder (or in the case of a Shareholder being a corporation by its duly authorised representative) shall be deemed to be the same as a demand by a Shareholder.

- 18.2 Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, or lost, and an entry to that effect made in the minute book of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.
- 18.3 If a poll is duly demanded the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 18.4 A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken in such manner (including the use of ballot or voting papers or tickets) and either forthwith or at such time (being not later than thirty days after the date of the demand) and place as the chairman directs. It shall not be necessary (unless the chairman otherwise directs) for notice to be given of a poll not taken immediately.
- 18.5 The demand for a poll shall not prevent the continuance of a meeting or the transaction of any business other than the question on which the poll has been demanded, and, with the consent of the chairman, it may be withdrawn at any time before the close of the meeting or the taking of the poll, whichever is the earlier.
- 18.6 On a poll votes may be given either personally or by proxy.
- 18.7 A person entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.
- 18.8 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of such meeting shall be entitled to a second or casting vote in addition to any other vote he may have.
- 18.9 Where there are joint holders of any share, each of them may be present in person or by proxy at a general meeting and may speak as a Shareholder. If only one of the joint holders is present in person or by proxy, he may vote in respect of such Share as if he were solely entitled thereto, but if more than one such joint holders be present at any meeting the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding. Several executors or administrators of a deceased Shareholder in whose name any share stands shall for the purposes of this Article be deemed joint holders thereof.
- 18.10 A Shareholder who is a patient for any purpose relating to mental health or in respect of whom an order has been made by any court having jurisdiction for the protection or management of the affairs of persons incapable of managing their own affairs may vote, whether on a show of hands or on a poll, by his receiver, committee, *curator bonis* or other person in the nature of a receiver, committee or *curator bonis* appointed by such court, and such receiver, committee, *curator bonis* or other person may vote on a poll by proxy, and may otherwise act and be treated as if he were the registered holder of such shares for the purposes of general meetings, provided that such evidence as the Board may require of

the authority of the person claiming to vote shall have been deposited at the Office or head office, as appropriate, not less than forty-eight hours before the time appointed for holding the meeting, or adjourned meeting or poll, as the case may be.

18.11 Any person entitled under Article 13.3 to be registered as the holder of any Shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of the holding of the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his entitlement to such shares, or the Board shall have previously admitted his right to vote at such meeting in respect thereof.

18.12 No Shareholder shall, unless the Board otherwise determines, be entitled to attend and vote and to be reckoned in a quorum at any general meeting unless he is duly registered and all calls or other sums presently payable by him in respect of shares in the Company have been paid.

18.13 If:

- (a) any objection shall be raised to the qualification of any voter;
- (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 or adjourned meeting on any resolution unless the same is raised or pointed out at the meeting or, as the case may be, the 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 may have affected the decision of the meeting. The decision of the chairman on such matters shall be final and conclusive.

## **19 PROXIES**

19.1 Any Shareholder entitled to attend and vote at a meeting of the Company who is the holder of two or more shares shall be entitled to appoint not more than two proxies to attend, speak and vote instead of him at the same general meeting.

19.2 In any case where an instrument of proxy appoints more than one proxy the proportion of the shareholding concerned to be represented by each proxy shall be specified in the

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instrument of proxy.

- 19.3 A proxy need not be a Shareholder. In addition, subject to Article 19.1 a proxy representing either a Shareholder who is an individual or a Shareholder which is a corporation shall be entitled to exercise the same powers on behalf of the Shareholder which he represents as such Shareholder could exercise, including, notwithstanding Article 19.1, the right to vote individually on a show of hands. On a poll, a proxy need not use all the votes he is entitled to cast or cast all such votes in the same way.
- 19.4 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the fact.
- 19.5 The instrument appointing a proxy and (if required by the Board) the power of attorney or other authority (if any) under which it is signed on behalf of the appointor, or a certified copy of such power or authority, shall be delivered to such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified at the Office) 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 taken subsequently to the date of a meeting or adjourned meeting, 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. Delivery of an instrument appointing a proxy shall not preclude a Shareholder from attending and voting in person at the meeting convened and in such event, the instrument appointing a proxy shall be deemed to be revoked.
- 19.6 Instruments of proxy shall comply with the requirements of the AIM Rules and be in any usual or common form or in such other form as the Board may approve (provided that this shall not preclude the use of the two way form) and the Board may, if it thinks fit, send out with the notice of any meeting forms of instrument of proxy for use at the

meeting. The instrument of proxy shall be deemed to confer authority to demand or join 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. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

- 19.7 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed, provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office (or such other place as may be specified for the delivery of instruments of proxy in the notice convening the meeting or other document sent therewith) two hours at least before the commencement of the meeting or adjourned meeting, or the taking of the poll, at which the instrument of proxy is used.
- 19.8 Anything which under these Articles a Shareholder may do by proxy he may likewise do by his duly appointed attorney and the provisions of these Articles relating to proxies and instruments appointing proxies shall apply *mutatis mutandis* in relation to any such attorney and the instrument under which such attorney is appointed.

## **20 CORPORATIONS ACTING BY REPRESENTATIVES**

- 20.1 Any corporation which is a Shareholder 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 Shareholders. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual Shareholder and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat. A certified copy of such a resolution shall be delivered at the meeting to the chairman of the meeting or any person appointed by the Company to receive such authorisation, and unless such certificated copy of such resolution is so delivered, the authority granted by such resolution shall not be treated as valid. Where certified copies of two or more valid but differing resolutions authorising any person or persons to act as the representative of any corporation pursuant to this Article at the same meeting in respect of the same share are delivered, the resolution, a certified copy of which is delivered to the Company (in accordance with the provisions of this Article) last in time (regardless of the date of such certified copy or of the date upon which the resolution set out therein was passed), shall be treated as revoking and replacing all other such authorities as regards that share, but if the Company is unable to

determine which of any such two or more valid but differing resolutions was so deposited last in time, none of them shall be treated as valid in respect of that share. The authority granted by any such resolution shall, unless the contrary is stated in the certified copy thereof delivered to the Company pursuant to this Article, be treated as valid for any adjournment of any meeting at which such authority may be used as well as at such meeting.

- 20.2 Any reference in these Articles to a duly authorised representative of a Shareholder being a corporation shall mean a representative authorised under the provisions of this Article.

## **21 WRITTEN RESOLUTIONS OF SHAREHOLDERS**

- 21.1 Subject to the Act, a resolution in writing signed (in such manner as to indicate, expressly or impliedly, unconditional approval) by or on behalf of all persons for the time being entitled to receive notice of and to attend and vote at general meetings of the Company shall, for the purposes of these Articles, be treated as a resolution duly passed at a general meeting of the Company and, where relevant, as a Special Resolution of Members so passed. Any such resolution shall be deemed to have been passed at a meeting held on the date on which it was signed by the last Shareholder to sign, and where the resolution states a date as being the date of his signature thereof by any Shareholder the statement shall be *prima facie* evidence that it was signed by him on that date. Such a resolution may consist of several documents in the like form, each signed by one or more relevant Shareholder.

## **22 BOARD OF DIRECTORS**

- 22.1 The Directors may from time to time by Resolution of Directors increase or reduce the maximum number of Directors on the Board provided, however, that the number of Directors shall not be fewer than one and shall not be more than twelve. All Directors shall be natural persons.
- 22.2 Only the Board may appoint directors to fill a vacancy on the Board. For the purposes of these Articles, there is a vacancy on the Board if a director dies or otherwise ceases to hold office as a Director prior to the expiration of his term of office or there is otherwise a vacancy in the number of directors as fixed pursuant to Article 22.1.
- 22.3 Neither a Director nor an alternate Director shall be required to hold any Shares by way of qualification and a Director or alternate Director (as the case may be) who is not a Shareholder shall be entitled to receive notice of and to attend and speak at any general meeting of the Company and of all classes of Shares.

- 22.4 A Director may be removed from office, with or without cause, at any time before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director (but without prejudice to any claim for damages under any such agreement):
- (a) by the Shareholders, at a general meeting called for the purpose of removing the Director or for other purposes, including the removal of the Director, and held in accordance with these Articles, by Ordinary Resolution of Members, or by resolution in writing, passed by at least seventy-five per cent. of the Shareholders entitled to vote, in accordance with these Articles; or
  - (b) by the Board, at a meeting called for the purpose of removing the Director or for other purposes, including the removal of the Director, and held in accordance with these Articles, by majority vote, or by resolution in writing signed by all Directors except the Director to be removed.
- 22.5 Notice of a meeting called under Article 22.4 (a) or (b) above, as the case may be, shall state that the purpose of the meeting is, or the purposes of the meeting include, the removal of a Director.
- 22.6 A vacancy on the Board created by the removal of a Director under the provisions of 22.4 (b) above may be filled by the election or appointment of a person as a Director by the remaining Directors at the meeting at which, or by the resolution in writing passed by which, such Director is removed.
- 22.7 Any Director appointed by the Board, either to fill a vacancy or as an additional director, shall retire at the next annual general meeting of the Company and shall then be eligible for re-election at that meeting.

## **23 RETIREMENT OF DIRECTORS**

- 23.1 Each Director shall retire at least once every three years and for this purpose, 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 to but not less than one-third) shall retire from office by rotation provided that any Director appointed by the Board either to fill a vacancy or as additional director shall not be taken into account in determining the number of Directors who are to retire by rotation.
- 23.2 The Directors to retire by rotation shall be those Directors who have been longest in office since their last re-election or appointment and so that as between 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.

23.3 The Company at the meeting at which a Director retires under any provision of these Articles may by Ordinary Resolution of Members fill the office being vacated by electing thereto the retiring Director or some other person eligible for appointment. In default the retiring Director shall be deemed to have been re-elected except in any of the following cases:

- (a) where at such meeting it is expressly resolved not to fill such office or a resolution for the re-election of such Director is put to the meeting and lost; or
- (b) where such Director has given notice in writing to the Company that he is unwilling to be re-elected.

The retirement shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring Director or a resolution for his re-election is put to the meeting and lost and accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.

## **24 DISQUALIFICATION OF DIRECTORS**

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

- (a) resigns his office by notice in writing delivered to the Company at the Office or tendered at a Board meeting. The resignation shall have effect from the date the notice is received by the Company or from such later date as may be specified in the notice;
- (b) becomes of unsound mind or dies;
- (c) without special leave of absence from the Board, is absent from Board meetings for six consecutive months, and his alternate Director, if any, has not during such period attended in his stead and the Board resolves that his office be vacated;
- (d) becomes bankrupt or has a receiving order made against him or suspends payment or compounds with his creditors;
- (e) is prohibited by law from being a Director or is otherwise disqualified to act as a

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director under the Act; or

- (f) ceases to be a Director by virtue of any provision of the laws of the British Virgin Islands or is removed from office pursuant to these Articles.

## **25 EXECUTIVE DIRECTORS**

- 25.1 The Board may from time to time appoint any one or more of its body to be a managing director or a person holding an equivalent position, joint managing director or deputy managing director or to hold any other employment or executive office with the Company for such period (subject to their continuance as Directors) and upon such terms as the Board may determine and the Board may revoke or terminate any of such appointments. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company or the Company may have against such Director. A Director appointed to an office under this Article 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 between him and the Company) ipso facto and immediately cease to hold such office if he shall cease to hold the office of Director for any cause. Where the appointment is for a fixed term, such term shall not exceed five years.
- 25.2 A managing director or a person holding an equivalent position shall at all times be subject to the control of the Board but subject thereto the Board may from time to time entrust to and confer upon a managing director for the time being such of the powers exercisable under these Articles by the Board as they may think fit and may confer such powers for such time and to be exercised on such terms and conditions and with such restrictions as they think expedient and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- 25.3 Unless otherwise determined by the Board, an executive director appointed to an office under Article 25.1 shall not be entitled to receive any remuneration (whether by way of salary, commission, participation in profits or otherwise or by all or any of those modes). Notwithstanding Article 27, where the Board determines that such executive director shall receive such remuneration and/or allowances as the Board may determine, either in addition to or in lieu of his remuneration as a Director, he shall not in any circumstances be remunerated by a commission on or a percentage of turnover.

## 26 ALTERNATE DIRECTORS

- 26.1 Any Director may at any time by written Notice delivered to the Office or at a Board meeting appoint any person (other than another Director) who is not disqualified from being a director under the Act, to be his alternate Director. Any person so appointed shall have all the rights and powers of the Director for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present.
- 26.2 An alternate Director may be removed at any time by the person who appointed him or by the Board and, subject thereto, the office of alternate Director shall continue until the Director for whom such alternate Director was appointed ceases for any reason to be a Director.
- 26.3 Any appointment or removal of an alternate Director may be effected by Notice signed by the appointor and delivered to the Office or tendered at a Board meeting.
- 26.4 An alternate Director may not act as alternate to more than one Director.
- 26.5 An alternate Director shall be entitled to receive notices of Board meetings or of committees of the Board to the same extent as the Director appointing him and shall be entitled to such extent to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director.
- 26.6 An alternate Director shall only be a Director for the purposes of the Act and shall only be subject to the provisions of the Act insofar as they relate to the duties and obligations of a Director when performing the functions of the Director for whom he is appointed in the alternative and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the Director appointing him.
- 26.7 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except only such part, if any, of the remuneration otherwise payable to his appointor as such appointor may by Notice to the Company from time to time direct.

- 26.8 If the appointor of an alternate director is for the time being absent from his usual place of residence or otherwise not available or unable to act, the signature of an alternate Director to any resolution in writing of the Board or a committee of the Board of which his appointor is a Member shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.
- 26.9 An alternate Director shall, *ipso facto*, cease to be an alternate Director if his appointor ceases for any reason to be a Director, however, such alternate Director or any other person may be re-appointed by the Board to serve as an alternate Director; provided always that, if at any meeting any Director retires but is re-elected at the same meeting, any appointment of such alternate Director pursuant to these Articles which was in force immediately before his retirement shall remain in force as though he had not retired.

## **27 DIRECTORS' FEES AND EXPENSES**

- 27.1 There shall be paid to the Directors such fees for their services in the office of director (including fees for services as a member of any committee of Directors) as may be determined from time to time by the Board. Such fees shall be distinct from and additional to any remuneration or other benefits which may be paid or provided to any Director pursuant to any other provision of these Articles.
- 27.2 Subject to Article 27.1, the total amount of directors' fees payable by the Company, or any of the Company's Related Bodies Corporate, to the Directors, shall not exceed £350,000 unless otherwise approved by Ordinary Resolution of Members passed at a general meeting where notice of the general meeting includes details of the amount of the proposed increase.
- 27.3 Each Director shall be entitled to be repaid or prepaid all travelling, hotel and incidental expenses and authorised business expenses reasonably incurred or expected to be incurred by him in attending Board meetings or committees of the Board or general meetings or separate meetings of any class of shares or of debentures of the Company or otherwise in connection with the discharge of his duties as a Director and in accordance with the Company's policies on reimbursements or prepayments of expenses as in effect from time to time.
- 27.4 Any Director who, by request, goes or resides abroad for any purpose of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to or in substitution for any ordinary



remuneration provided for by or pursuant to any other Article.

- 27.5 The remuneration (including any remuneration under Article 27.4 above) in the case of a Director other than an executive Director shall be payable by a fixed sum and shall not at any time be by commission on or percentage of the profits or turnover, and no director whether an executive Director or otherwise shall be remunerated by a commission on or percentage of turnover.
- 27.6 The Board shall obtain the approval of the Shareholders in general meeting before making any payment to any Director or past Director by way of compensation for loss of office, or as consideration for or in connection with his retirement from office (not being payment to which the Director is contractually entitled).

## **28 DIRECTORS' INTERESTS**

- 28.1 Subject to the provisions of the Act, a Director may:
- (a) hold any other office or position of profit with the Company (except that of Auditor) in conjunction with his office of Director for such period and upon such terms as the Board may determine. Any remuneration (whether by way of salary, commission, participation in profits or otherwise) paid to any Director in respect of any such other office or place of profit shall be in addition to any remuneration provided for by or pursuant to any other Article; and/or
  - (b) act by himself or through his firm in a professional capacity for the Company (other than as Auditor) and he or his firm may be remunerated for professional services as if he were not a Director; and/or
  - (c) continue to be or become a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of any other company promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and (unless otherwise agreed) no such Director shall be accountable for any remuneration, profits or other benefits received by him as a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer or member of or from his interests in any such other company. Subject as otherwise provided by these Articles the Directors may exercise or cause to be exercised the voting powers conferred by the shares in any other company held or owned by the Company, or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of

any resolution appointing themselves or any of them directors, managing directors, joint managing directors, deputy managing directors, executive directors, managers or other officers of such company) or voting or providing for the payment of remuneration to the director, managing director, joint managing director, deputy managing director, executive director, manager or other officers of such other company and any Director may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be, or about to be, appointed a director, managing director, joint managing director, deputy managing director, executive director, manager or other officer of such a company, and that as such he is or may become interested in the exercise of such voting rights in manner aforesaid.

28.2 Subject to the Act and to these Articles, no Director or proposed or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall any such contract or any other contract or arrangement in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company or the Shareholders for any remuneration, profit or other benefits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established provided that such Director shall disclose the nature of his interest in any contract, arrangement or transaction in which he is interested in accordance with Article 28.3.

28.3 A Director who, to his knowledge, is in any way, whether directly or indirectly, interested in a contract, arrangement or transaction or proposed contract, arrangement or transaction with the Company shall disclose or declare the nature of his interest at the Board meeting at which the question of entering into the contract or arrangement is first considered, if he knows his interest then exists, or in any other case at the first Board meeting after he knows that he is or has become so interested. For the purposes of this Article, a general Notice to the Board by a Director to the effect that:

- (a) he is a member, director, officer or trustee of a specified company, firm or other person and is to be regarded as interested in any contract, arrangement or transaction which may after the date of the Notice be made with that company, firm or person; or
- (b) he is to be regarded as interested in any contract, arrangement or transaction which may after the date of the Notice be made with a specified person who is

connected with him,

shall be deemed to be a sufficient declaration of interest under this Article in relation to any such contract, arrangement or transaction, provided that no such Notice shall be effective unless either it is given at a Board meeting or the Director takes reasonable steps to secure that it is brought up and read at the next Board meeting after it is given. For the purposes of this Article, a disclosure shall not be taken to have been made to the Board unless it is made or brought to the attention of every Director on the Board.

- 28.4 A Director shall not vote on any resolution of the Board in respect of any contract, arrangement or transaction or proposed contract, arrangement or transaction in which he has directly or indirectly a personal material interest. Such a Director shall also not be counted in determining whether a quorum is present at a Board meeting at which such contract, arrangement or transaction or proposed contract, arrangement or transaction in which he has directly or indirectly a personal material interest is considered. Matters in which he shall not be considered to have a personal material interest shall include the following:
- (a) any contract, arrangement or transaction for the giving to such Director any security or indemnity in respect of money lent by him or obligations incurred or undertaken by him at the request of or for the benefit of the Company or any of its subsidiaries;
  - (b) any contract, arrangement or transaction for 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 the Director has himself assumed responsibility in whole or in part whether alone or jointly under a guarantee or indemnity or by the giving of security;
  - (c) any contract, arrangement or transaction in which he is interested in the same manner as other holders of shares or debentures or other securities of the Company or any of its subsidiaries by virtue only of his interest in shares or debentures or other securities of the Company;
  - (d) any contract, arrangement or transaction concerning any other company in which he is interested only, whether directly or indirectly, as an officer or executive or a shareholder other than a company in which the Director together with any of his associates (as defined, where applicable, in the AIM Rules) is beneficially interested in (other than through his interest (if any) in the Company) five per cent. or more of the issued shares or of the voting rights of any class of shares of

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such company (or any third company through which his interest is derived);

- (e) any proposal concerning the adoption, modification or operation of a share option scheme, a pension fund or retirement, death or disability benefits scheme or other arrangement which relates both to directors and employees of the Company or of any of its subsidiaries and does not provide in respect of any Director as such any privilege or advantage not accorded to the employees to which such scheme or fund relates; or
- (f) any contract, arrangement or transaction which (i) is between the Director and the Company and (ii) is or is to be entered into in the ordinary course of the Company's business and on usual terms and conditions.

28.5 A company shall be deemed to be a company in which a Director owns five *per cent.* or more if and so long as (but only if and so long as) he and his associates (as defined, where applicable, in the AIM Rules), (either directly or indirectly) are the holders of or beneficially interested in (other than through his interest (if any) in the Company) five per cent. or more of any class of shares the equity share capital of such company or of the voting rights available to members of such company (or of any third company through which his interest is derived). For the purpose of this paragraph there shall be disregarded any shares held by a Director as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which the Director's interest is in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director is interested only as a unit holder and any shares which carry no voting right at general meetings.

28.6 Where a company in which a Director together with his associates (as defined, where applicable, in the AIM Rules) holds five *per cent.* or more is materially interested in a contract or arrangement, then that Director shall also be deemed materially interested in such contract or arrangement.

28.7 If any question shall arise at any Board meeting as to the materiality of the interest of a Director (other than the chairman of the meeting) or as to the entitlement of any Director (other than such chairman) 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 such other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned as known to such Director has not been fairly disclosed to the Board. If any question as aforesaid shall arise in respect of the chairman of the meeting such question shall be

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decided by a resolution of the Board (for which purpose such chairman shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such chairman as known to such chairman has not been fairly disclosed to the Board.

## **29 GENERAL POWERS OF THE DIRECTORS**

- 29.1 The business and affairs of the Company shall be managed by, or under the direction or supervision of the Board, which may pay all expenses incurred in forming and registering the Company and may exercise all powers of the Company (whether relating to the management of the business of the Company or otherwise) except powers that by the laws of the British Virgin Islands or by the Memorandum or by these Articles are required to be exercised by the Company in general meeting. The Board has all the powers necessary for managing, and for directing and supervising, the business and affairs of the Company. 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.
- 29.2 Any person contracting or dealing with the Company in the ordinary course of business shall be entitled to rely on any written or oral contract or agreement or deed, document or instrument entered into or executed as the case may be by any two of the Directors acting jointly on behalf of the Company and the same shall be deemed to be validly entered into or executed by the Company as the case may be and shall, subject to any rule of law, be binding on the Company.
- 29.3 Without prejudice to the general powers conferred by these Articles, it is hereby expressly declared that the Board shall have the following powers:
- (a) to give to any person the right or option of requiring at a future date that an allotment shall be made to him of any share at such price as may be agreed;
  - (b) to give to any Directors, officers or servants of the Company an interest in any particular business or transaction or participation in the profits thereof or in the general profits of the Company either in addition to or in substitution for a salary or other remuneration; and
  - (c) to resolve that the Company be deregistered in the British Virgin Islands and continued in a named country or jurisdiction outside the British Virgin Islands in the manner provided under those laws, subject to the provisions of the Act.
- 29.4 Subject to the Act, the Board may appoint an agent of the Company with any of the

powers and authorities (including the power and authority to affix the Seal) and discretions vested in or exercisable by the Board other than the power:

- (a) to amend the Memorandum or these Articles;
- (b) to change the Office or the registered agent of the Company;
- (c) to designate committees of Directors;
- (d) to delegate powers to a committee of Directors;
- (e) to appoint or remove Directors;
- (f) to appoint or remove an agent;
- (g) to fix remuneration of Directors;
- (h) to approve a plan of merger, consolidation or arrangement;
- (i) to make a declaration of solvency for the purposes of Section 198(1)(a) of the Act or to approve a liquidation plan;
- (j) to make a determination under Section 57(1) of the Act that the Company will, immediately after a proposed Distribution, satisfy the solvency test; or
- (k) to authorise the Company to continue as a company incorporated under the laws of a jurisdiction outside the British Virgin Islands.

29.5 Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person appointed as aforesaid, and may revoke or vary such delegation or power conferred, but no person dealing in good faith and without notice of any such revocation or variation shall be affected thereby.

29.6 The Board may, by an instrument in writing executed as a deed or signed by a person acting under the express or implied authority of the Company, 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 instrument in writing 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. Such attorney may execute any deed or instrument under their personal seal with the same effect as the affixation of the Seal. An act by such attorney in accordance with the instrument under which he or they were appointed shall bind the Company.

- 29.7 The Board may entrust to and confer upon a managing director, joint managing director, deputy managing director, an executive director or any Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion of, its own powers, and may from time to time revoke or vary all or any of such powers but no person dealing in good faith and without notice of such revocation or variation shall be affected thereby.
- 29.8 Subject to the provisions of the Act, all cheques, promissory notes, drafts, bills of exchange and other instruments, whether negotiable or transferable or not, 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. The Company's banking accounts shall be kept with such banker or bankers as the Board shall from time to time determine.
- 29.9 Subject to Article 27.5 the Board may establish or concur or join with other companies (being subsidiary companies of the Company or companies with which it is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the following paragraph shall include any Director or ex-Director who may hold or have held any executive office or any office of profit under the Company or any of its subsidiary companies) and ex-employees of the Company and their dependants or any class or classes of such person.
- 29.10 Subject to Article 27.5 the Board may pay, enter into agreements to pay or make grants of revocable or irrevocable, and either subject or not subject to any terms or conditions, pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in the last preceding paragraph. Any such pension or benefit may, as the Board considers desirable, be granted to an employee either before and in anticipation of or upon or at any time after his actual retirement.

### **30 BORROWING POWERS**

- 30.1 The Board may exercise all the powers of the Company to raise or borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) of the Company and, subject to the Act, to issue debentures, bonds and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
- 30.2 Debentures, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
- 30.3 Any debentures, bonds or other securities may be issued at a discount (other than shares), premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.

### **31 PROCEEDINGS OF THE DIRECTORS**

- 31.1 The Board may meet at such times and in such manner and places within or outside the British Virgin Islands for the despatch of business, adjourn and otherwise regulate its meetings as it considers appropriate. Questions arising at any meeting shall be determined by a majority of votes. In the case of any equality of votes (except where only two Directors are present and form the quorum or when only two Directors are competent to vote on the matter at issue) the chairman of the meeting shall have an additional or casting vote.
- 31.2 A Board meeting may be convened by the Secretary (if appointed) on request of a Director or by any Director.
- 31.3 A Director shall be given reasonable notice of a Board meeting, which notice may be given in writing or by telephone or in such other manner as the Board may from time to time determine.
- 31.4 A Board meeting held without reasonable notice having been given to all Directors shall be valid if all the Directors entitled to vote at the meeting waive notice of the meeting, and for this purpose, the presence of a Director at the meeting shall be deemed to constitute waiver on his part (except where a Director attends a meeting for the express purpose of objecting to the transaction of business on the grounds that the meeting is not properly called).



- 31.5 The inadvertent failure to give notice of a meeting to a Director, or the fact that a Director has not received the notice, does not invalidate any resolution passed or the proceedings at that meeting.
- 31.6 The quorum necessary for the transaction of the business of the Board may be fixed by the Board and, unless so fixed at any other number, shall be two. An alternate Director shall be counted in a quorum in the case of the absence of a Director for whom he is the alternate.
- 31.7 Directors may participate in any Board meeting by means of such telephone or other electronic means as permit all persons participating in the meeting to hear and communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.
- 31.8 Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of such Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present.
- 31.9 The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in the Board provided that if the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles as the quorum, the continuing Directors or Director, notwithstanding that the number of Directors is below the number fixed by or in accordance with these Articles as the quorum or that there is only one continuing Director may, except in an emergency, act only for the purpose of increasing the number of Directors to such minimum number, or summoning a general meeting of the Company. If there be no Directors or Director able or willing to act, then any two Shareholders may summon a general meeting for the purpose of appointing Directors.
- 31.10 The Board may elect a chairman and one or more deputy chairmen of its meetings and determine the period for which they are respectively to hold such office. If no chairman or deputy chairman is elected, or if at any meeting neither the chairman nor any deputy chairman is present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
- 31.11 A Board meeting at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the Board.

- 31.12 If the Company shall have only one Director, the provisions in these Articles for Board meetings shall not apply but such sole Director shall have full power to represent and act for the Company in all matters as are not by the Act or the Memorandum or these Articles required to be exercised by the Shareholders of the Company.
- 31.13 If the Company shall have only one Director, in lieu of minutes of a meeting the Director shall record in writing and sign a note or memorandum (or adopt a resolution in writing) concerning all matters requiring a Resolution of Directors and such note, memorandum or resolution in writing shall be kept in the minute book. Such a note, memorandum or resolution in writing shall constitute sufficient evidence of such resolution for all purposes.
- 31.14 Subject to the Act, the Board may delegate any of its powers and authorities (including the power and authority to affix the Seal) and discretions to committees, consisting of such Director or Directors and other persons as it thinks fit, except that the Board shall have no power to delegate the following powers to a committee of Directors:
- (a) to amend the Memorandum or these Articles;
  - (b) to designate committees of Directors;
  - (c) to delegate powers to a committee of Directors;
  - (d) to appoint or remove Directors;
  - (e) to appoint or remove an agent;
  - (f) to approve a plan or merger, consolidation or arrangement;
  - (g) to make a declaration of solvency for the purposes of section 198(1)(a) of the Act or approve a liquidation plan; or
  - (h) to make a determination under section 57(1) of the Act that the Company will, immediately after a proposed Distribution, satisfy the solvency test.
- 31.15 The Board may, from time to time, revoke such delegation or revoke the appointment of and discharge any such committees either wholly or in part, and either as to persons or purposes. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any directions which may be imposed on it by the Board.

- 31.16 All acts done by any such committee in conformity with such directions, and in fulfilment of the purposes for which it was appointed, but not otherwise, shall have like force and effect as if done by the Board, and the Board shall have power, with the consent of the Company in general meeting, to remunerate the members of any such committee, and charge such remuneration to the current expenses of the Company.
- 31.17 The meetings and proceedings of any committee consisting of two or more members shall be governed mutatis mutandis by the provisions contained in these Articles for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any directions imposed by the Board under Article 31.14.
- 31.18 A resolution in writing signed by the majority of Directors shall be as valid and effectual as if a resolution had been passed at a Board meeting duly convened and held provided that such number of Directors approving the resolution is sufficient to constitute a quorum and that a copy of such resolution has been given or the contents thereof communicated to all the Directors for the time being entitled to receive notices of Board meetings in the same manner as notices of meetings are required to be given by these Articles and further provided that no Director approving the resolution is aware of or has received any objection to the resolution from any Director. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or alternate Directors and for this purpose a facsimile signature of a Director or an alternate Director shall be treated as valid.
- 31.19 All acts done in good faith by the Board or by any committee or by any person acting as a Director or members of a committee, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the Board or such committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of such committee.

## **32 MANAGERS**

- 32.1 The Board may from time to time appoint a general manager, a manager or managers of the Company and may fix his or their remuneration either by way of salary or commission or by conferring the right to participation in the profits of the Company or by a combination of two or more of these modes and pay the working expenses of any of the staff of the general manager, manager or managers who may be employed by him or them upon the business of the Company.

- 32.2 The appointment of such general manager, manager or managers may be for such period as the Board may decide, and the Board may confer upon him or them all or any of the powers of the Board as it may think fit.
- 32.3 The Board may enter into such agreement or agreements with any such general manager, manager or managers upon such terms and conditions in all respects as the Board may in their absolute discretion think fit, including a power for such general manager, manager or managers to appoint an assistant manager or managers or other employees whatsoever under them for the purpose of carrying on the business of the Company.

### **33 OFFICERS**

- 33.1 The officers of the Company shall consist of the Directors and Secretary (if appointed) and such additional officers (who may or may not be Directors) as the Board may from time to time determine, all of whom shall be deemed to be officers for the purposes of the Act and these Articles.
- 33.2 The Board shall elect amongst the Directors a chairman and if more than one Director is proposed for this office, the election to such office shall take place in such manner as the Board may determine.
- 33.3 The officers (other than the Directors from time to time) shall receive such remuneration as the Board may from time to time determine.
- 33.4 The Secretary (if appointed) and additional officers, if any, shall be appointed by the Board and shall hold office on such terms and for such period as the Board may determine. If thought fit, two or more persons may be appointed as joint Secretaries. The Board may also appoint from time to time on such terms as it thinks fit one or more assistant or deputy Secretaries.
- 33.5 The Secretary (if one is appointed) shall attend all meetings of the Shareholders and shall keep correct minutes of such meetings and enter the same in the proper books provided for the purpose. He shall perform such other duties as are prescribed by the Act or these Articles or as may be prescribed by the Board. If a Secretary is not appointed, the Board shall nominate a Director to keep correct minutes of such meetings and enter the same in the proper books provided for the purpose.
- 33.6 The chairman of the Board (if one is appointed) shall act as chairman at all meetings of the Shareholders and of the Board at which he is present. In his absence or if he is not willing to act as chairman, a chairman shall be appointed or elected by those present at the

meeting in accordance with these Articles.

- 33.7 The officers of the Company shall have such powers (including the power and authority to affix the Seal) and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Board from time to time, except that no officer has any power or authority with respect to the following:
- (a) to amend the Memorandum or these Articles;
  - (b) to change the Office or the registered agent of the Company;
  - (c) to designate committees of Directors;
  - (d) to delegate powers to a committee of Directors;
  - (e) to appoint or remove Directors;
  - (f) to appoint or remove an agent;
  - (g) to fix remuneration of Directors;
  - (h) to approve a plan of merger, consolidation or arrangement;
  - (i) to make a declaration of solvency for the purposes of Section 198(1)(a) of the Act or to approve a liquidation plan;
  - (j) to make a determination under Section 57(1) of the Act that the Company will, immediately after a proposed Distribution, satisfy the solvency test; or
  - (k) to authorise the Company to continue as a company incorporated under the laws of a jurisdiction outside the British Virgin Islands.
- 33.8 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 (if one is appointed) 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 (if one is appointed).

#### **34 REGISTER OF DIRECTORS**

The Company shall cause to be kept in one or more books at its Office or at the office of the Company's secretary as may be determined by the Board a Register of Directors in

which there shall be entered the full names and addresses of the Directors and officers and such other particulars as required by the Act or as the Board may determine. The Company shall cause to be entered in the Register of Directors the particulars of any change that takes place in relation to such Directors and officers as required by the Act.

### **35 MINUTES**

35.1 The Board shall cause minutes to be duly entered in books provided for the purpose or, *inter alia*:

- (a) all elections and appointments of officers;
- (b) the names of the Directors present at each Board meeting and of any committee appointed by the Board;
- (c) all resolutions and proceedings of each general meeting of the Shareholders and classes of Shareholders and Board meetings and meetings of committees of the Board and where there are managers, of all proceedings of meetings of the managers.

35.2 Minutes shall be kept by the Secretary (if one is appointed) or, if a Secretary is not appointed, by a Director nominated by the Board at the Office or at the office of the Company's registered agent as the Board may decide.

### **36 SEAL**

36.1 The Board shall provide for the custody of the Seal. The Seal, when affixed to any instrument shall be witnessed by one Director and the Secretary (if one is appointed) or by two Directors or by such other person (including a Director) or persons as the Board may authorise, either generally or in any particular case, save that in relation to certificates for shares or debentures or other securities of the Company the Board may, by resolution, determine that such signatures or either of them or the affixing of the Seal may be dispensed with or affixed by some method or system of mechanical signature.

36.2 An imprint of all Seals of the Company shall be kept at the office of the Company's registered agent.

### **37 DESTRUCTION OF DOCUMENTS**

37.1 Subject to the laws of the British Virgin Islands, the Company shall be entitled to destroy the following documents at the following times:

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- (a) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;
- (b) any Distribution 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;
- (c) any instrument of transfer of shares which has been registered at any time after the expiry of seven years from the date of registration;
- (d) any allotment letters after the expiry of seven years from the date of issue thereof;
- (e) copies of powers of attorney, grants of probate and letters of administration at any time after the expiry of seven years after the account to which the relevant power of attorney, grant of probate or letters of administration related has been closed; and
- (f) copies of all notices and other documents filed by the Company after the expiry of ten years;

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to be made on the basis of any such documents so destroyed was duly and properly made and 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 Article 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 Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled; and
- (iii) references in this Article to the destruction of any document include references to

its disposal in any manner.

### **38 DISTRIBUTIONS AND OTHER PAYMENTS**

- 38.1 The Board may, subject to these Articles and in accordance with the Act, authorise a Distribution by the Company at such time and of such amount as they think fit.
- 38.2 A Distribution may be paid out of the profits of the Company, realised or unrealised, or from any reserve set aside from profits which the Board determines is no longer needed. No Distribution shall be authorised or made unless the Board is satisfied, on reasonable grounds, that immediately after the Distribution is made, the value of the Company's assets exceeds the value of its liabilities and the Company is able to pay its debts as they fall due. Distributions by way of dividend may be paid in money, shares or other property.
- 38.3 If the Company distributes to Shareholders (either generally or to specific classes of Shareholders) securities in any body corporate or trust (whether as a dividend or otherwise and whether or not for value), each such Shareholder appoints the Company as his agent to do anything needed to give effect to that distribution, including agreeing to become a member of that other body corporate.
- 38.4 Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide:
- (a) all Distributions and any bonus issues of shares shall be made according to the amounts paid up (not credited) on the shares in respect of which the Distribution or bonus issue is made, 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; and
  - (b) all Distributions shall be apportioned and paid *pro rata* according to the amounts paid up (not credited) on the shares during any portion or portions of the period in respect of which the Distribution is made.
- 38.5 The Board may from time to time make to the Shareholders such interim Distribution 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 Company has in issue more than one class of shares, the Board may pay such interim Distributions in respect of those Shares 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 Distribution and 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 Distribution on any shares having deferred or non-preferential rights and may also pay any fixed Distribution which is payable on any Shares half-yearly or on any other dates, whenever such profits, in the opinion of the Board, justifies such payment.

- 38.6 The Board may deduct from any Distribution or other moneys payable to a Shareholder by the Company on or in respect of any shares all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.
- 38.7 No unpaid Distribution or other moneys payable by the Company shall bear interest as against the Company.
- 38.8 Any Distribution, interest or other sum payable in cash to the holder of shares may be paid by cheque or warrant sent through the post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the Register in respect of the shares at his address as appearing in the Register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company notwithstanding that it may subsequently appear that the same has been stolen or that any endorsement thereon has been forged. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable in respect of the shares held by such joint holders.
- 38.9 All Distributions or bonuses unclaimed for one year after having been authorised may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. Any Distributions or bonuses unclaimed after a period of six years from the date of authorisation shall be forfeited and shall revert to the Company. The payment by the Board of any unclaimed Distribution or other sums payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof.
- 38.10 Whenever the Board has resolved that a dividend be paid or declared, the Board may further resolve that such dividend be satisfied wholly or in part by the distribution of specific assets of any kind and in particular of paid up shares, debentures or warrants to subscribe securities of the Company or any other company, or in any one or more of such ways, 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 certificates in respect of fractions of shares, disregard fractional entitlements or round the same up or down, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Shareholder upon 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 and may appoint any person to sign any requisite instruments of transfer and other documents on behalf of the persons entitled to the dividend, and such appointment shall be effective and binding on the Shareholders. The Board may resolve that no such assets shall be made available to Shareholders with registered addresses in any particular territory or territories where, in the absence of a registration statement or other special formalities, such distribution of assets would or might, in the opinion of the Board, be unlawful or impracticable and in such event the only entitlement of the Shareholders aforesaid shall be to receive cash payments as aforesaid. Shareholders affected as a result of the foregoing sentence shall not be or be deemed to be a separate class of Shareholder for any purpose whatsoever.

38.11 Whenever the Board has resolved that a dividend be paid or declared on any class of the Shares, the Board may further resolve either:

- (a) that such dividend be satisfied wholly or in part in the form of an allotment of shares credited as fully paid up, provided that the Shareholders entitled thereto will be entitled to elect to receive such dividend (or part thereof if the Board so determines) in cash in lieu of such allotment. In such case, the following provisions shall apply:
  - (i) the basis of any such allotment shall be determined by the Board;
  - (ii) the Board, after determining the basis of allotment, shall give not less than two weeks' Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
  - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
  - (iv) the dividend (or that part of the dividend to be satisfied by the allotment of shares as aforesaid) shall not be payable in cash on shares in respect

whereof the cash election has not been duly exercised (“**the non-elected shares**”) and in satisfaction thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the non-elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account) as the Board may determine, such sum as may be required to pay up in full the appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the non-elected shares on such basis; or

- (b) that the Shareholders entitled to such dividend shall be entitled to elect to receive an allotment of shares credited as fully paid up in lieu of the whole or such part of the dividend as the Board may think fit. In such case, the following provisions shall apply:
- (i) the basis of any such allotment shall be determined by the Board;
  - (ii) the Board, after determining the basis of allotment, shall give not less than two weeks’ Notice to the holders of the relevant shares of the right of election accorded to them and shall send with such notice forms of election and specify the procedure to be followed and the place at which and the latest date and time by which duly completed forms of election must be lodged in order to be effective;
  - (iii) the right of election may be exercised in respect of the whole or part of that portion of the dividend in respect of which the right of election has been accorded; and
  - (iv) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on shares in respect whereof the share election has been duly exercised (“**the elected shares**”) and in lieu thereof shares of the relevant class shall be allotted credited as fully paid up to the holders of the elected shares on the basis of allotment determined as aforesaid and for such purpose the Board shall capitalise and apply out of any part of the undivided profits of the Company (including profits carried and standing to the credit of any reserves or other special account, share premium account) as the Board may determine, such sum as may be required to pay up in full the

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appropriate number of shares of the relevant class for allotment and distribution to and amongst the holders of the elected shares on such basis.

- 38.12 The shares allotted pursuant to the provisions of Article 38.11 shall rank *pari passu* in all respects with shares of the same class (if any) then in issue save only as regards participation in the relevant dividend or in any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneously with the payment or declaration of the relevant dividend unless, contemporaneously with the announcement by the Board of their proposal to apply the provisions of sub-paragraph (a) or (b) or Article 38.11 in relation to the relevant dividend or contemporaneously with their announcement of the distribution, bonus or rights in question, the Board shall specify that the shares to be allotted pursuant to the provisions of Article 38.11 shall rank for participation in such distribution, bonus or rights.
- 38.13 The Board may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of this Article, with full power to the Board to make such provisions as it thinks fit in the case of shares becoming distributable in fractions (including provisions whereby, in whole or in part, fractional entitlements are aggregated and sold and the net proceeds distributed to those entitled, or are disregarded or rounded up or down or whereby the benefit of fractional entitlements accrues to the Company rather than to the Shareholders concerned). The Board may authorise any person to enter into on behalf of all Shareholders interested, an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made pursuant to such authority shall be effective and binding on all concerned.
- 38.14 The Company may upon the recommendation of the Board by Ordinary Resolution of Members resolve in respect of any one particular dividend of the Company that a dividend may be satisfied wholly in the form of an allotment of shares credited as fully paid up without offering any right to shareholders to elect to receive such dividend in cash in lieu of such allotment.
- 38.15 The Board may on any occasion determine that rights of election and the allotment of shares shall not be made available or made to any Shareholders with registered addresses in any territory where, in the absence of a registration statement or other special formalities, the circulation of an offer of such rights of election or the allotment of shares would or might, in the opinion of the Board, be unlawful or impracticable, and in such event the provisions aforesaid shall be read and construed subject to such determination. Shareholders affected as a result of the foregoing sentence shall not be or be deemed to be

a separate class of Shareholders for any purpose whatsoever.

- 38.16 Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable or distributable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable or distributable to them in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend of transferors and transferees of any such shares. The provisions of this Article shall *mutatis mutandis* apply to bonuses, capitalisation issues or offers or grants made by the Company to the Shareholders.

### **39 RESERVES**

Before recommending any Distributions, the Board may set aside out of the profits of the Company such sums as it determines as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, also at such discretion, either be employed in the business of the Company or be invested in such investments 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 distribute.

### **40 ACCOUNTING RECORDS**

- 40.1 The Company shall keep records and underlying documentation that are sufficient to show and explain the Company's transactions and that will, at any time, enable the financial position of the Company to be determined with reasonable accuracy.
- 40.2 The books of account, records and underlying documentation shall be kept at the Office or, at such other place or places as the Board decides and, subject to the provisions of the Act, shall be open to inspection by the Directors. No Shareholder (other than a Director) shall have any right to inspect any accounting record or book or document of the Company except as conferred by law or authorised by the Board or the Company in general meeting.
- 40.3 The books of account, records and underlying documentation shall be kept for a period of at least five years from the date of completion of the relevant transaction or the company

terminates the business relationship to which the records and underlying documentation relate.

- 40.4 If all the Shareholders, either in writing or at a general meeting, agree that:
- (a) in respect of a particular calendar year no annual general meeting need be held; or
  - (b) in respect of a particular interval no financial statements or auditor's report thereon need be issued and laid before a general meeting or that no auditor shall be appointed to the close of the next annual general meeting,

then there shall be no obligation to hold an annual general meeting for that calendar year or issue and lay financial statements for such period or to appoint an auditor until the close of the next annual general meeting, as the case may be.

- 40.5 Subject to Articles 40.4 and 40.6 copy of the financial statements which is to be laid before a general meeting of the Company, made up to the end of the applicable financial year and including every document and all information as required by all applicable laws of the British Virgin Islands ("**Financial Statements**"), together with a copy of the Auditor's report, shall be sent to each person entitled thereto (the "**Entitled Persons**") at least fourteen days before the date of the general meeting provided that this Article shall not require a copy of those documents to be sent to any person whose address the Company is not aware of or to more than one of the joint holders of any shares or debentures.

- 40.6 Subject to compliance with all applicable laws of the British Virgin Islands, rules and regulations, including, without limitation, the AIM Rules, and to obtaining necessary consents, if any, required thereunder, the Company may send to Entitled Persons summarised financial statements, derived from the Financial Statements for the relevant period, instead of the Financial Statements. The summarised financial statements shall be accompanied by the Auditor's report. Entitled Persons who receive the summarised financial statements may elect, by notice in writing to the Company, to receive the Financial Statements.

- 40.7 Subject to all applicable laws of the British Virgin Islands and to satisfying the requirements under the AIM Rules, the obligation to send Financial Statements under Article 40.5 to Entitled Persons shall be deemed to be satisfied by the Company sending such documents to the Entitled Persons by electronic communication (including email or publication on the website of the Company maintained in accordance with the AIM Rules) provided those persons have agreed or are deemed to have agreed to treat the receipt or publication of such documents in such manner as discharging the obligation of

the Company to send a copy of such documents to such persons.

#### **41 AUDIT**

- 41.1 Subject to Article 40.4 at the annual general meeting or at a subsequent general meeting in each year, the Shareholders shall appoint an auditor to hold office until the close of the next annual general meeting, and if an appointment is not so made, the Auditor in office shall continue in office until a successor is appointed. Such auditor may be a Shareholder but no Director or officer or employee of the Company shall, during his continuance in office, be eligible to act as an auditor of the Company.
- 41.2 A person, other than a retiring Auditor, shall not be capable of being appointed Auditor at an annual general meeting unless notice in writing of an intention to nominate that person to the office of Auditor has been given not less than fourteen days before the annual general meeting and furthermore, the Company shall send a copy of any such notice to the retiring Auditor.
- 41.3 The Shareholders may, at any general meeting convened and held in accordance with these Articles, by Special Resolution of Members remove the Auditor at any time before the expiration of his term of office and shall by Ordinary Resolution of Members at that meeting appoint another Auditor in his stead for the remainder of his term.
- 41.4 Subject to these Articles, the financial statements of the Company shall be audited at least once in every year.
- 41.5 The remuneration of the Auditor shall be fixed by the Company in general meeting or in such manner as the Shareholders may determine. In the case of an Auditor appointed by the Board in accordance with these Articles, the remuneration of such Auditor may be fixed by the Board.
- 41.6 If the office of auditor becomes vacant by the resignation or death of the Auditor, or by his becoming incapable of acting by reason of illness or other disability at a time when his services are required, the Board may appoint an auditor to fill the vacancy. An Auditor appointed pursuant to this Article shall, subject to these Articles, hold office until close of the next annual general meeting.
- 41.7 The Auditor shall at all reasonable times have access to all books and records kept by the Company and to all documents, accounts and vouchers relating thereto; and he may call on the Directors or officers of the Company for any information in their possession and for explanations relating to the books or affairs of the Company as he thinks necessary for

the performance of the duties of an auditor.

- 41.8 The financial statements of the Company shall be examined by the Auditor and compared by him with the books, accounts and vouchers relating thereto; and he shall make a written report thereon stating whether such financial statements are drawn up so as to present fairly the financial position of the Company and the results of its operations for the period under review and, in case information shall have been called for from Directors or officers of the Company, whether the same has been furnished and has been satisfactory. The financial statements of the Company shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards and the report of the Auditor shall be submitted to the Shareholders in general meeting. The generally accepted auditing standards referred to herein may be those of a country or jurisdiction other than the British Virgin Islands. If so, the financial statements and the report of the Auditor should disclose this fact and name such country or jurisdiction.

## 42 NOTICES

- 42.1 Any Notice from the Company to a Shareholder shall be given in writing or by cable, telex or facsimile transmission message and any such Notice and (where appropriate) any other document may be served or delivered by the Company on or to any Shareholder either personally or by sending it through the post in a prepaid envelope addressed to such Shareholder at his registered address as appearing in the Register or at any other address supplied by him to the Company for the purpose or, as the case may be, by transmitting it to any such address or transmitting it to any telex or facsimile transmission number supplied by him to the Company for the giving of Notice to him or which the person transmitting the notice reasonably and *bona fide* believes at the relevant time will result in the Notice being duly received by the Shareholder or may also be served by advertisement in The Times and The Telegraph in the United Kingdom and through the Regulatory Information Service or by placing it on the Company's website. In the case of joint holders of a Share all notices shall be given to the joint holders whose name appears first in the Register and notice so given shall be deemed a sufficient service on or delivery to all the joint holders.

- 42.2 Any Notice or other document:

- (a) if served or delivered by post, shall where appropriate be sent by airmail and shall be deemed to have been served or delivered on the day following that on which the envelope containing the same, properly prepaid and addressed, is put into the post; in proving such service or delivery it shall be sufficient to prove that the

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envelope or wrapper containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary (if one is appointed) or other officer of the Company or other person appointed by the Board that the envelope or wrapper containing the notice or other document was so addressed and put into the post shall be conclusive evidence thereof; and

- (b) if served or delivered in any other manner contemplated by these Articles, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant despatch or transmission or publication; and in proving such service or delivery a certificate in writing signed by the Secretary (if one is appointed) or other officer of the Company or other person appointed by the Board as to the fact and time of such service, delivery, despatch, transmission or publication shall be conclusive evidence thereof.

42.3 Any Notice or other document delivered or sent by post to or left at the registered address of any Shareholder in pursuance of these Articles shall, notwithstanding that such Shareholder 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 Shareholder 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.

42.4 A Notice may be given by the Company to the person entitled to a share in consequence of the death, mental disorder or bankruptcy of a Shareholder by sending it through the post in a prepaid letter, envelope or wrapper addressed to him by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the Notice in any manner in which the same might have been given if the death, mental disorder or bankruptcy had not occurred.

42.5 Any 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 prior to his name and address being entered on the Register shall have been duly given to the person from whom he derives his title to such share.

#### 43 SIGNATURES

For the purposes of these Articles, a cable or telex or facsimile transmission message or electronic transmission message purporting to come from a holder of shares or, as the case may be, a Director or alternate Director, or, in the case of a corporation which is a holder of shares from a director or the secretary thereof or a duly appointed attorney or duly authorised representative thereof for it and on its behalf, shall in the absence of express evidence to the contrary be available to the person relying thereon at the relevant time, be deemed to be a document or instrument in writing signed by such holder or Director or alternate Director in the terms in which it is received.

#### 44 INDEMNITY

44.1 Subject to Article 44.2 the Company shall indemnify against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings any person who is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person:

- (a) is or was a Director, an officer or a liquidator of the Company; or
- (b) is or was, at the request of the Company, serving as a director, officer or liquidator of, or in any other capacity is or was acting for, another body corporate or a partnership, joint venture, trust or other enterprise.

44.2 Article 44.1 does not apply to a person unless he acted honestly and in good faith and in what he believed to be the best interests of the Company and, in the case of criminal proceedings, he had no reasonable cause to believe that his conduct was unlawful.

44.3 The termination of any proceedings by any judgment, order, settlement, conviction or the entering of a *nolle prosequi* does not, by itself, create a presumption that the person did not act honestly and in good faith and with a view to the best interests of the Company or that the person had reasonable cause to believe that his conduct was unlawful.

44.4 If a person referred to in this Article 44.4 has been successful in defence of any proceedings referred to therein, the person is entitled to be indemnified against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred by the person in connection with the proceedings. Expenses, including legal fees, incurred by a Director or a former Director in defending

any legal, administrative or investigative proceedings may be paid by the Company in advance of the final disposition of such proceedings upon receipt of an undertaking by or on behalf of the Director or the former Director, as the case may be, to repay the amount if it shall ultimately be determined that the Director or the former Director, as the case may be, is not entitled to be indemnified by the Company. In the case of a former Director, the undertaking to be furnished by such former Director may also include such other terms and conditions as the Company deems appropriate.

- 44.5 The Company may purchase and maintain insurance in relation to any person who is or was a Director, an officer or a liquidator of the Company, or who at the request of the Company is or was serving as a director, an officer or a liquidator of, or in any other capacity is or was acting for, another body corporate or a partnership, joint venture, trust or other enterprise, against any liability asserted against the person and incurred by the person in that capacity, whether or not the Company has or would have had the power to indemnify the person against the liability under Article 44.1.

#### **45 INFORMATION**

No Shareholder shall be entitled to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interests of the Members of the Company to communicate to the public save as may be authorised by law or required by the AIM Rules.

#### **46 DISPOSITION OF ASSETS**

Section 175 of the Act does not apply to these Articles.

#### **47 TAKEOVER PROVISIONS**

- 47.1 At any time when the Company is not subject to the Takeover Regime a person must not (other than solely as custodian or depositary (or nominee thereof) under any arrangements implemented and/or approved by the Directors):

47.1.1 whether by himself, or with persons determined by the Board to be acting in concert with him, acquire after the date that this article shall come into effect (for the purposes of Articles 47.1 to 47.13, the "**Effective Date**"), an interest in Shares which, taken together with interests in shares in which he, together with persons determined by the Board to be acting in concert with him, is after the Effective

Date interested, carry 30 per cent. or more of the voting rights attributable to the Shares; or

47.1.2 whilst he, together with persons determined by the Board to be acting in concert with him, is interested in Shares carrying not less than 30 per cent. of the voting rights attributable to Shares but does not hold Shares of the Company carrying more than 50 per cent of such voting rights, acquire after the Effective Date, whether by himself or with persons determined by the Board to be acting in concert with him, an interest in additional Shares of the Company which, taken together with interests in shares held by persons determined by the Board to be acting in concert with him, increases the percentage of shares carrying voting rights attributable to Shares in which he, together with persons deemed by the Board to be acting in concert with him, is interested, (each of Article 47.1.1 and 47.1.2 being for purposes of Articles 47.1 to 47.13, a "**Limit**"),

except in the case of Article 47.1.1 or 47.1.2 as a result of a Permitted Acquisition, as hereinafter defined; or

47.1.3 effect or purport to effect a Prohibited Acquisition, as hereinafter defined.

47.2 Where any person breaches any Limit, except as a result of a Permitted Acquisition, or becomes interested in any Shares as a result of a Prohibited Acquisition, that person is in breach of these Articles and such person (the "**Offeror**") shall extend an offer, on the basis set out in these Articles, to all the Members of the Company to acquire the entire issued share capital of the Company. Any such offer shall be:

47.2.1 in cash (or together with a cash alternative);

47.2.2 at a price not less than the highest price at which the Offeror (or any person acting in concert with it) has acquired or been issued Shares in the 12 month period prior to such offer being made;

47.2.3 conditional on, but only on, the Offeror receiving sufficient acceptances which, together with any Shares in the Company already owned or agreed to be acquired by the Offeror, together with persons deemed by the Board to be acting in concert with him, would result in the Offeror (or any persons deemed by the Board to be acting in concert with the Offeror) owning or being interested in Shares carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Company, including, for this purpose, any such voting rights attaching to Shares that are unconditionally allotted or issued before the offer

becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise and, for the purposes of any such condition, shares which have been unconditionally allotted but not issued shall be deemed to carry the voting rights they will carry on issue;

- 47.2.4 open for acceptances for 14 days after such offer becomes or is declared unconditional as to acceptances; and
  - 47.2.5 otherwise, extended to all Members on similar terms, where relevant, as if the City Code applied to the Company.
- 47.3 In exercising its powers on behalf of the Company, the Board shall comply, and shall procure (so far as it is within its power to do so) compliance, with the spirit of Rule 16 (Special Deals with Favourable Conditions) and Rule 21 (Restrictions on Frustrating Action) of the City Code (or any equivalent provisions in any Takeover Regime).
- 47.4 Notwithstanding the provisions of Article 47.3, the Board may do all or any of the following where it has reason to believe that any Limit is or may be breached or any Prohibited Acquisition has been or may be effected:
- 47.4.1 require any Member or person appearing or purporting to be interested in any Shares of the Company to provide such information as the Board considers appropriate to determine any of the matters under Articles 47.1 to 47.13;
  - 47.4.2 have regard to such public filings as it considers appropriate to determine any of the matters under Articles 47.1 to 47.13;
  - 47.4.3 make such determinations under Articles 47.1 to 47.13 as it thinks fit, either after calling for submissions from affected Members or other persons or without calling for such submissions;
  - 47.4.4 determine that the voting rights attached to such number of Shares held by such persons as the Board may determine to be held, or in which such persons are or may be interested, in breach of these Articles (for purposes of Articles 47.1 to 47.13, "**Excess Shares**") are from a particular time incapable of being exercised for a definite or indefinite period;
  - 47.4.5 determine that some or all of the Excess Shares must be sold;
  - 47.4.6 determine that some or all of the Excess Shares will not carry any right to any

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dividends or other distributions from a particular time for a definite or indefinite period and take such other action as it thinks fit for the purposes of Articles 47.1 to 47.13 including:

- (a) prescribing rules (not inconsistent with Articles 47.1 to 47.13);
- (b) setting deadlines for the provision of information;
- (c) drawing adverse inferences where information requested is not provided;
- (d) making determinations or interim determinations;
- (e) executing documents on behalf of a Member;
- (f) converting any Excess Shares held in uncertificated form into certificated form, or vice-versa or converting any Excess Shares represented by depository interests issued in uncertificated form into Shares in certificated form;
- (g) paying costs and expenses out of proceeds of sale; and
- (h) changing any decision or determination or rule previously made;

47.4.7 suspend with immediate effect, with notification thereof being given to the non-compliant Offeror or (if different) the registered holders of the Shares in which they have an interest, all voting rights attributable to the Shares in which the Board considers the non-compliant Offeror from time to time to have an interest ("**Right of Suspension**"). Any such Right of Suspension may, at the discretion of the Board, extend for any period until an offer pursuant to Article 47.2 is made (save that such suspension shall in any event not survive beyond such time as the obligation to make a offer would have ceased to exist under the Takeover Regime). The Company may only exercise the Right of Suspension if a determination has been obtained from a court that a breach of Article 47.1 or Article 47.2 has occurred and is continuing. The Company must act in accordance with such determination, including with respect to the remedies (if any) which the court (of competent jurisdiction in the country or place in which the Company is registered) requires or allows the Company to exercise.

47.5 An acquisition is a "Permitted Acquisition" if:

47.5.1 the Board in accordance with its fiduciary duties, consents to the acquisition (even

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if, in the absence of such consent, the acquisition would be a Prohibited Acquisition); or

47.5.2 the acquisition is made in accordance with the provisions of Article 47.3; or

47.5.3 the acquisition arises from repayment of a stock borrowing arrangement (on arm's length commercial terms); or

47.5.4 a person breaches a Limit only as a result of the circumstances referred to in Article 47.10.

47.6 An acquisition is a "Prohibited Acquisition" if Rules 4, 5, 6 or 8 of the City Code would, in whole or part, apply to the acquisition if the Company was subject to the City Code and the acquisition was made (or, if not yet made, would if and when made be) in breach of or otherwise not comply with Rules 4, 5, 6 or 8 of the City Code.

47.7 Any determination regarding the percentage of voting rights attributable to the Shares in Articles 47.1 to 47.13 will be made by the Board after allowing for any Shares in which a person (together with any persons determined by the Board to be acting in concert with him) holds an interest and in respect of which such person has given an undertaking to the Company not to exercise such voting rights or to exercise them in a certain manner.

47.8 The Board has full authority to determine the application of Articles 47.1 to 47.13, including as to the deemed application of the whole or any part of the City Code. Such authority shall include all discretion vested in the Panel as if the whole or any part of the City Code applied including, without limitation, the determination of conditions and consents, the consideration to be offered and any restrictions on the exercise of control. Any resolution or determination of, or decision or exercise of any discretion or power by, the Board or any Director or by the chairman of any meeting acting in good faith under or pursuant to the provisions of Articles 47.1 to 47.13 shall be final and conclusive; and anything done by, or on behalf of, or on the authority of, the Board or any Director acting in good faith, and in accordance with their fiduciary duties pursuant to the provisions of Articles 47.1 to 47.13 shall be conclusive and binding on all persons concerned and shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever. The Board shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with Articles 47.1 to 47.13. The Board shall have no liability to any Member of the Company, any person who has any interest in the shares in the Company, or any other person for the manner in which they exercise or refrain from exercising any suspension powers under this Article or for any determination which the Board makes as to the application of the provisions of Articles

47.1 to 47.13 to any particular circumstances.

- 47.9 Any one or more of the Directors may act as the attorney(s) of any Member in relation to the execution of documents and other actions to be taken for the sale of Excess Shares determined by the Board under Articles 47.1 to 47.13.
- 47.10 If, a consequence of the Company redeeming or purchasing its own Shares is a resulting increase in the percentage of the voting rights attributable to the Shares held by a person or persons determined by the Board to be acting in concert and such an increase would constitute a breach of any Limit, such an increase shall be deemed a Permitted Acquisition.
- 47.11 If a Director is affiliated with any Offeror under this article, he or she shall forthwith vacate his or her office if his or her resignation is requested by notice tendered at a meeting of the Board by all other Directors who are not so affiliated. For the purposes hereof, like notices signed by each such Director shall be as effective as a single notice signed by all such Directors.
- 47.12 If any provision of Articles 47.1 to 47.13 or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction, and (c) the invalidity or unenforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of Articles 47.1 to 47.13. Each provision of Articles 47.1 to 47.13 is separable from every other provision, and each part of each provision of Articles 47.1 to 47.13 is separable from every other part of such provisions.
- 47.13 Articles 47.1 to 47.12 shall only have effect during such times as the City Code does not apply to the Company.

#### **48 CANCELLATION**

If the Company wishes to seek to have its shares removed from trading on AIM, it shall comply with the requirements of rule 41 of the AIM Rules.