

78.2 Company Number: 008505V

ISLE OF MAN

COMPANIES ACT 2006

AMENDED MEMORANDUM OF ASSOCIATION

AND

NEW ARTICLES OF ASSOCIATION

OF

PLAYTECH PLC

A COMPANY LIMITED BY SHARES



Name changed on 8 May 2013

ISLE OF MAN

COMPANIES ACT 2006

AMENDED MEMORANDUM OF ASSOCIATION

OF

PLAYTECH PLC

A COMPANY LIMITED BY SHARES

(previously a company incorporated in the British Virgin Islands and now continued as a company re-registered under the Isle of Man Companies Act 2006)

1. Name

1.1 The name of the Company immediately prior to the date of re-registration as a company incorporated under the Isle of Man Companies Act 2006 was Playtech Limited.

1.2 The name of the Company upon the date of re-registration will continue to be Playtech Limited.

2. Jurisdiction

The Company was incorporated in the British Virgin Islands on 12 September 2002 and, as at the date of the application to be continued as a company incorporated under the Isle of Man Companies Act 2006, the Company is registered in the British Virgin Islands.

3. Type of Company

The Company is re-registered as a company limited by shares.

4 Registered Office

The address of the registered office of the Company in the Isle of Man upon the date of re-registration is 2nd Floor St. George's Court, Upper Church Street, Douglas, Isle of Man IM1 1EE.

5. Registered Agent

The name of the registered agent of the Company in the Isle of Man upon the date of re-registration is Appleby Trust (Isle of Man) Limited of 33 – 37 Athol Street, Douglas, Isle of Man IM1 1LB.

6. Power and Capacity

The Company has unlimited capacity to carry on or to undertake any business or activity, to do, or to be subject to, any act or to enter into any transaction.

7. Amendment to Memorandum of Association or Articles of Association

This Memorandum of Association and the Articles of Association of the Company shall only be amended by Special Resolution (as defined in the Articles of Association of the Company).

ISLE OF MAN

COMPANIES ACT 2006

NEW ARTICLES OF ASSOCIATION

OF

PLAYTECH PLC

A COMPANY LIMITED BY SHARES

Company number 008505V

**(previously a company incorporated in the British Virgin Islands and now continued as a
company re-registered under the Isle of Man Companies Act 2006)**

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A. Preliminary

1. Model Articles not to apply

Neither the model articles of association contained in Schedule 1 to the Companies (Model Articles) Regulations 2006 nor any other regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies shall apply as the regulations or articles of the Company. The following shall be the Articles of Association of the Company.

2. Form of resolution

Subject to the Act, where for any purpose an Ordinary Resolution of the Company is required, a Special Resolution shall also be effective.

3. Interpretation

3.1 Definitions

In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

"Act"	subject to Article 3.3 (Statutory provisions), the Isle of Man Companies Act 2006 and, where the context requires, every other statute from time to time in force concerning companies and affecting the Company;
"Admission"	the admission of the Company's Ordinary Shares to the Official List of the UK Financial Services Authority and to trading on the London Stock Exchange's main market for listed securities becoming effective;
"approved transfer"	in relation to any shares held by a member: <ul style="list-style-type: none">(a) a transfer pursuant to the exercise of a power contained in the Act to acquire shares of a holder dissenting from a scheme or contract approved by a majority; or(b) a transfer which is shown to the satisfaction of the Board to be made in consequence of a bona fide sale of the whole of the beneficial interest in the shares to a person who is unconnected with any member and with any other person appearing to be interested in the shares including any such sale made through the London Stock Exchange. For the purpose of this subparagraph, the expression "connected person" shall have the meaning ascribed thereto by section 252 of the UK 2006 Companies Act;
"Articles"	these Articles of Association as altered or varied from time to time (and " Article " means any provision of these Articles);
"Auditors"	the auditors for the time being of the Company or, in the case of joint auditors, any of them;

"Board"	the board of Directors for the time being of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present;
"British Isles"	the United Kingdom, the Isle of Man and the Channel Islands;
"Business Day"	a day other than: (i) a Saturday; (ii) a Sunday or (iii) a day on which the major clearing banks are not open for business in London;
"certificated"	in relation to a share, a share which is recorded in the Register as being held in certificated form;
"Chairman"	the chairman (if any) of the Board or, where the context requires, the chairman of a committee of the Board or the chairman of a general meeting of the Company;
"clear days"	(in relation to the period of a notice) that period, excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"communication"	includes a communication comprising sounds or images or both and a communication effecting a payment;
"Companies Act 1931"	subject to Article 3.3 (Statutory provisions), the Isle of Man Companies Act 1931 (as amended);
"Company"	Playtech Limited;
"Company Share Scheme"	any scheme or arrangement for encouraging or facilitating the holding of shares in or debentures of the Company by or for the benefit of: (i) the directors, bona fide employees or former employees, and consultants of the Company, or any subsidiary of the Company or (ii) the spouses, civil partners, surviving spouses, surviving civil partners, minor children or step-children of such directors, employees or former employees, and consultants
"default shares"	as defined in Article 76.2 (Disenfranchisement notice);
"Deputy Chairman"	the deputy chairman (if any) of the Board or, where the context requires, the deputy chairman of a general meeting of the Company;
"Director"	a director for the time being of the Company and includes any person appointed by him as his alternate director but only while acting as such an alternate director;
"disenfranchisement notice"	as defined in Article 76.2 (Disenfranchisement notice);
"dividend"	a payment in money, shares or property;

"elected Ordinary Shares"	as defined in Article 144.1 (Authority to pay scrip dividends);
"electronic address", "electronic form" and "electronic means"	have the meanings ascribed to them in the UK 2006 Companies Act;
"electronic communication"	has the meaning ascribed to the term " electronic communication " in the Isle of Man Electronic Transactions Act 2000 and shall also include, where the context permits and without prejudice to the generality of the foregoing definition, a document or information sent or supplied in "electronic form" and a document or information sent or supplied by "electronic means";
"equity security"	a share in the equity share capital of the Company or a right to subscribe for, or to convert securities into shares in the equity share capital of the Company;
"equity share capital"	in relation to a company, its issued share capital excluding any part thereof which carries no right to participate beyond a specified amount in a dividend, distribution or return of capital;
"euros" or "€"	the currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome in 1957), as amended;
"execution"	any mode of execution (and " executed " shall be construed accordingly);
"holder" or "shareholder"	(in relation to any share) the member whose name is entered in the Register as the holder or, where the context permits, the members whose names are entered in the Register as the joint holders of that share;
"Information Notice"	means a notice served by the Board upon a member or any other person appearing to be interested in shares held by that member requiring such member or other person to disclose to the Board in writing within such reasonable period (being not less than two days and not more than thirty days from the date of despatch) as may be specified in such notice any of the following information in relation to any or all of shares registered in such member's name at the date of the notice: <ul style="list-style-type: none"> (a) any past or present beneficial interest of any third party in the shares the subject of the notice; (b) any other interest of any kind whatsoever which a third party may have in the shares; and (c) the identity of any third party having or having had any such interest;

"London Stock Exchange"	London Stock Exchange plc or such other principal stock exchange in the United Kingdom for the time being;
"member"	a member of the Company or, where the context requires, a member of the Board or of any committee of the Board;
"Office"	the registered office for the time being of the Company;
"Operator"	such other person as may for the time being be approved as an operator as defined in the Uncertificated Regulations of the relevant Uncertificated System;
"Ordinary Resolution"	a resolution of the Company in general meeting passed by a simple majority of the votes cast at that meeting;
"Ordinary Shares"	ordinary shares of no par value in the capital of the Company;
"paid up"	paid up or credited as paid up;
"Participating Security"	a share or class of shares or a renounceable right of allotment of a share, title to which is permitted to be transferred by means of an Uncertificated System in accordance with the Uncertificated Regulations;
"person entitled by transmission"	a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the Register;
"recognised investment exchange"	as defined in section 285 of the UK Financial Services and Markets Act 2000;
"record date"	as defined in Article 147 (Record dates);
"Register"	the register of members of the Company to be kept pursuant to section 78(1)(b) of the Act;
"Registered Agent"	Appleby Trust (Isle of Man) Limited or such other person as the Company shall appoint as registered agent from time to time in accordance with the Act;
"Seal"	the common seal of the Company or any official or securities seal that the Company may be permitted to have under the Act;
"share"	a share in the capital of the Company;
"Solvency Test"	the solvency test referred to in section 49 of the Act, which the Company satisfies if it is able to pay its debts as they become due in the normal course of the Company's business and the value of its assets exceeds the value of its liabilities;

"Special Resolution"	a resolution of the Company in general meeting passed by a majority of three-fourths or more of the votes cast at that meeting;
"uncertificated"	in relation to a share, a share to which title may be transferred by means of an Uncertificated System in accordance with the Uncertificated Regulations;
"Uncertificated Regulations"	the Uncertificated Securities Regulations 2006 of the Isle of Man (SD 743/06) (as amended or replaced from time to time);
"Uncertificated System"	a relevant system as defined in the Uncertificated Regulations;
"UK 2006 Companies Act"	subject to Article 3.3 (Statutory provisions), the Companies Act 2006 of England and Wales (as amended from time to time);
"United Kingdom" or "UK"	the United Kingdom of Great Britain and Northern Ireland;
"voting rights"	in relation to a resolution of members or a resolution of a class of members, all the rights to vote on such resolution conferred on such members according to the rights attached to the shares held thereby;
"withdrawal notice"	as defined in Article 76.3 (Withdrawal notice); and
"writing or written"	printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words in a legible and non-transitory form whether sent or supplied in electronic form or otherwise.

3.2 **General interpretation**

Unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa (and, without prejudice to the foregoing, all references to "**members**" shall be deemed to include reference to a "**member**");
- (b) words importing the masculine gender include the feminine gender;
- (c) a reference to a person includes a body corporate and an unincorporated body of persons;
- (d) a reference to an Uncertificated System is a reference to the Uncertificated System in respect of which the particular share or class of shares or renounceable right of allotment of a share is a Participating Security; and
- (e) "**address**" in relation to electronic communications includes any number, electronic mail address, electronic address or other address used for the purposes of such communications.

3.3 **Statutory provisions**

A reference to any statute or provision of a statute shall include any orders, regulations or other subordinate legislation made under it and shall, unless the context otherwise requires, include any statutory modification or re-enactment of it for the time being in force.

3.4 **The Act**

Save as aforesaid, and unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act.

3.5 **Headings**

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

4. **Registered office**

The Office shall be at such place in the Isle of Man as the Board shall from time to time appoint and shall not in any event be located in the United Kingdom or Israel.

B. Shares

5. **Power of Directors to allot shares etc: authorisation by Company**

5.1 Subject to Article 5.9 and Article 6.1, the Directors may exercise a power of the Company to:

- (a) allot shares; and
- (b) grant rights to subscribe for or to convert any securities to shares,

if they are given authorisation to do so by resolution of the Company (“**Authorisation**”).

5.2 Authorisation may be given for a particular exercise of the power or for its exercise generally (“**General Authorisation**”) and may be unconditional or subject to conditions.

5.3 Authorisation must:

- (a) state the maximum amount of shares that may be allotted under it; and
- (b) specify the date on which it will expire, which must not be more than five years from the date on which the resolution is passed by virtue of which the Authorisation is given.

5.4 Authorisation may:

- (a) be renewed or further renewed by resolution for a further period not exceeding five years; and
- (b) be revoked or varied at any time by resolution.

5.5 A resolution renewing an Authorisation must:

- (a) state (or restate) the maximum amount of shares that may be allotted under the Authorisation or, as the case may be, the amount remaining to be allotted under it; and
- (b) specify the date on which the renewed Authorisation will expire.

5.6 In relation to rights to subscribe for or to convert any security into shares, references in this Article 5 to the maximum amount of shares that may be allotted under the Authorisation are to the maximum amount of shares that may be allotted pursuant to the rights.

5.7 The Directors may allot shares, or grant rights to subscribe for or to convert any security into shares, after an Authorisation 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.

5.8 A resolution to give, vary, revoke or renew the Authorisation may be an Ordinary Resolution.

5.9 Authorisation is not required for:

- (a) the allotment of shares in pursuance of a Company Share Scheme, or the grant of a right to subscribe for, or convert any security into, shares so allotted; or
- (b) the allotment of shares pursuant to a right to subscribe for, or to convert any security into, shares.

5.10 Nothing in this Article 5 affects the validity of an allotment or other transaction.

5.11 Subject to these Articles, a share may be issued for consideration in any form, including money, a promissory note or other written obligation to contribute money or property, real

property, personal property (including goodwill and know-how), services rendered or a contract for future services, provided that no shares may be issued for a consideration other than money unless the Directors shall have passed a resolution stating:

- (a) the amount to be credited for the issue of the shares;
- (b) their determination of the reasonable present cash value of the non-money consideration for the issue; and
- (c) that, in their opinion, the present cash value of the non-money consideration for the issue is not less than the amount to be credited for the issue of the shares.

5.12 The Ordinary Shares shall rank *pari passu* in all respects and, subject to the Act and the remaining provisions of these Articles, the holders of the Ordinary Shares shall be entitled to attend and vote at any general meeting of the Company.

5.13 Nothing in these Articles shall prejudice any allotment of shares or any rights to subscribe for, or to convert any security into shares, made or granted, or pursuant to rights granted, or contracts entered into prior to the coming into effect of these Articles or the grant or settlement of any awards or options to employees, or directors who for the time being are appointed to hold any employment or executive office in accordance with these Articles, pursuant to any Company Share Scheme or otherwise.

6. **Pre-emption rights on issue of shares**

6.1 Subject as indicated in Article 6.2 to Article 6.5 (inclusive), and unless the Company shall by Special Resolution otherwise direct, new equity securities in the capital of the Company shall only be allotted wholly for cash, and treasury shares (if permitted under Isle of Man law and in issue) that are equity securities may only be sold wholly for cash, in accordance with the provisions of this Article:

- (a) all equity securities to be allotted wholly for cash and any treasury shares (if permitted under Isle of Man law and in issue) that are equity securities that are being sold wholly for cash (the “**offer equity securities**”) shall prior to issue (or in the case of treasury shares in issue, prior to sale) be offered, on the same or more favourable terms than those offered to other persons, to the members of the Company in proportion to their existing holdings save that the Directors may impose any limits or restrictions and make any arrangements which they consider necessary or expedient to deal with any fractional entitlements, record dates, or legal, regulatory or practical problems in, or under the laws of, or in relation to the requirements of any regulatory body or stock exchange in, any territory other than the Isle of Man or the United Kingdom (the “**initial offer**”);
- (b) the initial offer shall be made by written notice (the “**offer notice**”) from the Directors specifying the number and price of the offer equity securities and shall invite each member to state in writing within a period, not being less than 10 Business Days, whether they are willing to accept any offer equity securities and, if so, the maximum number of offer equity securities they are willing to take;
- (c) at the expiration of the time specified for acceptance in the offer notice the Directors shall allocate the offer equity securities to or amongst the members who shall have notified to the Directors their willingness to take any of the offer equity securities but so that no member shall be obliged to take more than the maximum number of equity securities notified by him under Article 6.1(b); and
- (d) if any offer equity securities remain unallocated after the initial offer, the Directors shall be entitled to allot, grant options over or otherwise dispose of those equity securities to such persons in such manner as they think fit provided that those equity securities shall not be disposed of on terms which are more favourable than the terms of the initial offer.

6.2 The provisions of Article 6.1 shall not apply with respect to any equity securities which may be issued, granted or settled in accordance with a Company Share Scheme or to the issue of equity securities pursuant to the exercise of any such options or awards or which would, apart from any renunciation or assignment of the right to their allotment, be held under a Company Share Scheme.

6.3 The provisions of Article 6.1 shall not apply to the allotment of any equity securities for a consideration other than cash, and, accordingly, the Directors may, subject to the Act and

these Articles, allot or otherwise dispose of any new equity securities in the capital of the Company for a consideration other than cash to such persons at such times and generally on such terms as they may think fit.

6.4 With effect from the Articles coming into effect, notwithstanding Article 6.1, the Directors shall be empowered to allot equity securities wholly for cash pursuant to and within the terms of the authority conferred pursuant to Article 5 and to sell treasury shares (if permitted under Isle of Man law and in issue) wholly for cash.

6.5 If an allotment of equity securities comprises the grant of a right to subscribe for or to convert securities into ordinary shares, the pre-emption provisions in Article 6.1 do not apply in relation to the allotment of shares pursuant to that right, nor do they apply to any allotment of shares pursuant to options or rights granted, or contracts entered into, prior to these Articles coming into effect.

7. **Power to attach rights and issue redeemable shares**

7.1 ***Rights attaching to shares***

Subject to the provisions of the Act and to any special rights for the time being attached to any existing shares, any shares may be allotted or issued which have attached to them such preferred, deferred or other special rights or restrictions whether in regard to dividends, voting, transfer, return of capital or otherwise as the Company may from time to time by Ordinary Resolution determine or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the Board may determine.

7.2 ***Power to issue redeemable shares***

Subject to the provisions of the Act and to any special rights for the time being attached to any existing shares, any share may be issued which is, or is at the option of the Company or of the holder of such share, liable to be redeemed and the Board may determine the terms, conditions and manner of redemption of such shares.

7.3 ***Redemption dates***

The date on which or by which, or dates between which, any redeemable shares are to be or may be redeemed may be fixed by the Directors and in such a case must be fixed by the Directors before the shares are issued. Unless otherwise specified in these Articles or determined by the Directors before the shares are issued, the amount payable on redemption of any redeemable shares shall be the amount paid up on such shares.

8. **No power to issue bearer warrants**

The Company shall have no power to issue a warrant stating that the bearer of the warrant is entitled to the shares specified in it.

9. **Commission and brokerage**

The Company may exercise the powers conferred by the Act to pay commissions or brokerage to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company to the full extent permitted by the Act. Subject to the provisions of the Act, any such commission or brokerage may be satisfied by the payment of cash, the allotment of fully or partly paid shares or any combination of such methods.

10. **Trusts not to be recognised**

Except as otherwise expressly provided by these Articles, as required by law or as ordered by a court of competent jurisdiction, the Company shall not recognise any person as holding any share on any trust and (except as aforesaid) the Company shall not be bound by or recognise (even if having notice of it) any equitable, contingent, future, partial or other claim to or interest in any share or any interest in any fractional part of a share except an absolute right of the holder to the whole of the share.

11. **Renunciation of shares**

Subject to the provisions of the Act and of these Articles, the Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder recognise a renunciation of it by the allottee in favour of some other person and may accord to any allottee of a share the right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.

12. **Consolidation, redenomination, cancellation and sub division**

The Company in general meeting may from time to time by Ordinary Resolution:

- (a) consolidate all or any of its shares;
- (b) redenominate all or any of such shares as shares denominated in another currency on such basis as the Board sees fit; and
- (c) sub-divide such shares, or any of them.

13. **Fractions**

13.1 ***Power to deal with fractional entitlements***

Whenever as the result of any consolidation, division or sub-division of shares any member would become entitled to fractions of a share, the Board may deal with the fractions as it thinks fit and in particular (but without prejudice to the generality of the foregoing):

- (a) the Board may determine which of the shares of such holder are to be treated as giving rise to such fractional entitlement and may decide that any of those shares shall be consolidated with any of the shares of any other holder or holders which are similarly determined by it to be treated as giving rise to a fractional entitlement for such other holder or holders into a single consolidated share and the Board may on behalf of all such holders, sell such consolidated share to any person (including the Company) for the best price reasonably obtained and distribute the net proceeds of sale after deduction of the expenses of sale in due proportion among those holders (except that any amount otherwise due to a holder, being less than £2.50 or the equivalent value in any other applicable currency or such other sum as the Board may from time to time determine may be retained for the benefit of the Company); or
- (b) provided that the necessary shares are available for allotment, the Board may issue to such holder, credited as fully paid, by way of capitalisation the minimum number of shares required to round down his holding to an exact multiple of the number of shares to be consolidated into a single share (such issue being deemed to have been effected prior to consolidation).

13.2 ***Sale of fractions***

For the purposes of any sale of consolidated shares pursuant to Article 13.1 (Power to deal with fractional entitlements), the Board may in the case of certificated shares authorise some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser or in the case of uncertificated shares exercise any power conferred on it by Article 21.5 (Forfeiture and sale), and the transferee shall not be bound to see to the application of the purchase money in respect of any such sale, nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale or transfer and any instrument or exercise shall be effective as if it had been executed or exercised by the holder of the shares to which it relates.

14. **Reduction of capital**

Subject to the provisions of the Act and to any rights for the time being attached to any shares, the Company may by Special Resolution reduce its share capital in any way provided that the Directors are satisfied, on reasonable grounds, that the Company will, immediately after such reduction, satisfy the Solvency Test.

15. **Purchase of own shares**

15.1 ***Power to enter into share buy back agreements***

- (a) Subject to the provisions of the Act, this Article 15.1 and to any rights for the time being attached to any shares, the Company may purchase or otherwise acquire its own shares for any consideration provided that the Company continues to have at least one member at all times.
- (b) The Company may only purchase or acquire shares issued by the Company:-
 - (i) pursuant to an offer to all members which, if accepted, would leave the relative rights of the members unaffected and which affords each member a period of not less than 14 days within which to accept the offer; or

- (ii) pursuant to an offer to one or more members to which all members have consented in writing; or
 - (iii) by market purchases (within the meaning of section 693(4) of the UK 2006 Companies Act) provided that such purchase or acquisition has been authorised by a Special Resolution save that the Board is authorised to repurchase up to 10 per cent of the Ordinary Shares in issue on Admission, with such authority expiring on 30 June 2013 or, if sooner, the end of the Company's annual general meeting in 2013 provided that:
 - (A) the minimum price, exclusive of any expenses, which may be paid for an Ordinary Share is £0.01;
 - (B) the maximum price, exclusive of any expenses, which may be paid for each Ordinary Share is an amount equal to the higher of: (a) 105 per cent of the average of the middle market quotations for an Ordinary Share, as derived from the London Stock Exchange Daily Official List, for the five business days immediately preceding the day on which the Ordinary Share is purchased; and (b) the amount stipulated by Article 5(1) of the Buy-back and Stabilisation Regulations 2003; or
 - (iv) by off-market purchase (within the meaning of section 693(2) of the UK 2006 Companies Act.
- (c) The making and timing of any purchase of shares pursuant to this Article 15.1 shall be at the discretion of the Directors.
 - (d) The Company shall not make any offer pursuant to 15.1(b)(ii) or Article 15.1(b)(iii) or Article 15.1(b)(iv) unless the Directors have passed a resolution stating that in their opinion the offer transaction benefits the remaining members and the terms of the offer are fair and reasonable to the Company and the remaining members. The Directors shall not make an offer to one or more members pursuant to Article 15.1(b)(ii) or Article 15.1(b)(iii) or Article 15.1(b)(iv) if, after the passing of the resolutions required this Article and before making the offer, they cease to hold the specified opinion.
 - (e) Where an offer is made pursuant to this Article 15.1:
 - (i) the offer may also permit the Company to purchase or otherwise acquire additional shares from a member to the extent that another member does not accept the offer or accepts the offer only in part; and
 - (ii) if the number of additional shares exceeds the number of shares that the Company is entitled to purchase or acquire, the number of additional shares shall be reduced rateably.
 - (f) The Company may only purchase or otherwise acquire shares pursuant to this Article 15.1 if the Directors are satisfied, on reasonable grounds, that the Company will, immediately after the purchase or other acquisition, satisfy the Solvency Test.
 - (g) Any shares purchased or otherwise acquired by the Company pursuant to this Article 15.1 may, at the discretion of the Board, be cancelled immediately on acquisition or held by the Company in treasury in accordance with the Companies Act 2006 (Treasury Share) Regulations 2014 (as may be amended or replaced from time to time).

15.2 **Class rights**

Notwithstanding anything to the contrary contained in these Articles, the rights attached to any class of shares shall be deemed not to be varied by anything done by the Company or the Directors pursuant to this Article.

C. **Variation of class rights**

16. **Sanction to variation**

Subject to the provisions of the Act, if at any time the share capital of the Company is divided into shares of different classes, all or any of the rights for the time being attached to any share or class of shares in the Company (and notwithstanding that the Company may be, or be about to be, in liquidation) may (unless otherwise provided by the terms of issue of the

shares of that class) be varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, either with the consent in writing of the holders of shares representing not less than 75 per cent of the voting rights attached to the issued shares of the class or with the sanction of a Special Resolution passed at a separate general meeting of the holders of shares of the class duly convened and held as provided in these Articles (but not otherwise).

17. **Deemed variation**

Subject to the terms on which any shares may be issued, the rights or privileges attached to any class of shares shall be deemed to be varied or abrogated by the reduction of the capital paid up on such shares or by the allotment of further shares ranking in priority for the payment of a dividend or in respect of capital or howsoever or which confer on the holders voting rights more favourable than those conferred by such first mentioned shares but shall not be deemed to be varied or abrogated by the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued or by the purchase or redemption by the Company of its own shares or the Company permitting, in accordance with the Uncertificated Regulations, the holding of and transfer of title to shares of that or any other class in uncertificated form by means of a relevant system in accordance with the provisions of the Act and these Articles.

18. **Class meetings**

All the provisions in these Articles as to general meetings shall *mutatis mutandis* apply to every meeting of the holders of any class of shares save that:

- (a) the quorum at every such meeting shall be not less than two persons holding or representing by proxy at least one-third of the voting rights attached to the issued shares of the class;
- (b) each such holder shall on a poll be entitled to one vote for every share of the class held by him; and
- (c) if at any adjourned meeting of such holders, such quorum as aforesaid is not present, not less than two persons holding shares of the class who is present in person or by proxy shall be a quorum.

D. Share certificates

19. **Right to certificates**

19.1 ***Issue of certificates***

Save as provided by law, on becoming the holder of any certificated share, every person shall be entitled without charge to have issued within two months after allotment or lodgement of a transfer (unless the terms of issue of the shares provide otherwise) one certificate for all the certificated shares of any one class registered in his name and to a separate certificate for each class of certificated shares so registered. Such certificate shall specify the number, class and distinguishing numbers (if any) of the shares in respect of which it is issued and the amount or respective amounts paid up on them and shall be issued either under the Seal (which may be affixed to it or printed on it) or in such other manner having the same effect as if issued under a seal and, having regard to the provisions of the Act and the rules and regulations applicable to the recognised investment exchange(s) to which the Company's shares are admitted, as the Board may approve.

19.2 ***Joint holders***

The Company shall not be bound to issue more than one certificate in respect of certificated shares held jointly by two or more persons. Delivery of a certificate to the person first named on the register shall be sufficient delivery to all joint holders

19.3 ***Balancing certificates***

Save as provided by law, where a member has transferred part only of the shares comprised in a certificate he shall be entitled without charge to a certificate for the balance of such certificated shares.

19.4 ***Restrictions on certificates***

No certificate shall be issued representing certificated shares of more than one class.

20. **Replacement certificates**

20.1 ***Renewal or replacement***

Share certificates may be renewed or replaced on such terms as to provision of evidence and indemnity (with or without security) and to payment of any exceptional out of pocket expenses (including those incurred by the Company in investigating such evidence and preparing such indemnity and security) as the Board may decide, and on surrender of the original certificate (where it is defaced or worn out) but without any further charge.

20.2 ***Consolidation of certificates***

Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu, subject to the payment of a reasonable fee, if any, as the Board may determine, on surrender of the original certificate for cancellation.

20.3 ***Splitting share certificates***

If any member shall surrender for cancellation a share certificate representing certificated shares held by him and request the Company to issue in lieu two or more share certificates representing such certificated shares in such proportions as he may specify, the Board may, if it thinks fit, comply with such request subject to the payment of such reasonable fee, if any, as it may determine.

20.4 ***Joint holders***

In the case of shares held jointly by several persons, any such request as is mentioned in this Article 20 (Replacement certificates) may be made by any one of the joint holders.

21. **Uncertificated shares**

21.1 ***Participating security***

The Board may resolve that a class of shares is to become, or is to cease to be, a Participating Security and may implement such arrangements as it thinks fit in order for any class of shares to be admitted to settlement by means of an Uncertificated System. Shares of a class shall not be treated as forming a separate class from other shares of the same class as a consequence only of such shares being held in uncertificated form. Any share of a class which is a Participating Security may be changed from an uncertificated share to a certificated share and from a certificated share to an uncertificated share in accordance with the Uncertificated Regulations. For any purpose under these Articles, the Company may treat a member's holding of uncertificated shares and certificated shares of the same class as if they were separate holdings, unless the Board otherwise decides.

21.2 ***Application of Articles***

These Articles apply to uncertificated shares of a class which is a Participating Security only to the extent that these Articles are consistent with the holding of such shares in uncertificated form, with the transfer of title to such shares by means of the Uncertificated System and with the Uncertificated Regulations.

21.3 ***Board regulations***

Subject to the Act, the Uncertificated Regulations, these Articles and the facilities and requirements of the Uncertificated System the Board may lay down regulations not included in these Articles which:

- (a) apply to the issue, holding or transfer of uncertificated shares (in addition to or in substitution for any provisions in these Articles);
- (b) set out (where appropriate) the procedures for conversion and/or redemption of uncertificated shares; and/or
- (c) the Board considers necessary or appropriate to ensure that these Articles are consistent with the Uncertificated Regulations and/or the Operator's rules and practices

and such regulations will apply instead of any relevant provisions in these Articles which relate to certificates and the transfer, conversion and redemption of shares or which are not consistent with the Uncertificated Regulations, in all cases to the extent (if any) stated in such regulations. If the Board makes any such regulations, Article 21.2 will (for the avoidance of doubt) continue to apply to these Articles, when read in conjunction with those

regulations.

21.4 **Instructions via an uncertificated system**

Any instruction given by means of an Uncertificated System as referred to in these Articles shall be a dematerialised instruction given in accordance with the Uncertificated Regulations, the facilities and requirements of the Uncertificated System and the Operator's rules and practices.

21.5 **Forfeiture and sale**

Where the Company is entitled under the Act, the Operator's rules and practices, these Articles or otherwise to dispose of, forfeit, enforce a lien over or sell or otherwise procure the sale of any shares of a class which is a Participating Security which are held in uncertificated form, the Board may take such steps (subject to the Uncertificated Regulations and to such rules and practices) as may be required or appropriate, by instruction by means of an Uncertificated System or otherwise, to effect such disposal, forfeiture, enforcement or sale including by (without limitation):

- (a) requesting or requiring the deletion of any computer-based entries in the Uncertificated System relating to the holding of such shares in uncertificated form;
- (b) altering such computer-based entries so as to divest the holder of such shares of the power to transfer such shares other than to a person selected or approved by the Company for the purpose of such transfer;
- (c) requiring any holder of such shares, by notice in writing to him, to change his holding of such uncertificated shares into certificated form within any specified period;
- (d) requiring any holder of such shares to take such steps as may be necessary to sell or transfer such shares as directed by the Company;
- (e) otherwise rectify or change the Register in respect of any such shares in such manner as the Board considers appropriate (including, without limitation, by entering the name of a transferee into the Register as the next holder of such shares); and/or
- (f) appointing any person to take any steps in the name of any holder of such shares as may be required to change such shares from uncertificated form to certificated form and/or to effect the transfer of such shares (and such steps shall be effective as if they had been taken by such holder).

E. Lien on shares

22. **Lien on shares not fully paid**

The Company shall have a first and paramount lien on any of its shares which are not fully paid, but only to the extent and in the circumstances permitted by law. The lien shall also extend to all distributions and other moneys from time to time declared or payable (of any amount) in respect of such share. The Board may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Article.

23. **Enforcement of lien by sale**

23.1 **Power of sale**

The Company may sell in any manner decided by the Board all or any of the shares subject to any lien at such time or times and in such manner as it may determine, save that no sale shall be made until such time as the moneys in respect of which such lien exists or some part of them are or is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due, or specifying the liability or engagement and demanding payment or fulfilment or discharge of them, and giving notice of intention to sell in default, shall have been served on the holder or the persons (if any) entitled by transmission to the shares and default in payment, fulfilment or discharge shall have been made by him or them for 14 clear days after service of such notice.

23.2 **Title**

A statutory declaration in writing that the declarant is a Director of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated in it as against

all persons claiming to be entitled to the share.

23.3 Perfection of transfer

For giving effect to any such sale, the Board may in the case of certificated shares authorise some person to execute an instrument of transfer of the shares sold in the name and on behalf of the holder or the persons entitled by transmission in favour of the purchaser or as the purchaser may direct and in the case of uncertificated shares exercise any power conferred on it by Article 21.5 (Forfeiture and sale) to effect a transfer of the shares. The purchaser shall not be bound to see to the application of the purchase moneys in respect of any such sale and the title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale. Any instrument or exercise shall be effective as if it had been executed or exercised by the holder of, or the person (if any) entitled by transmission to, the shares to which it relates.

24. Application of proceeds of sale

The net proceeds of any sale of shares subject to any lien after payment of the costs shall be applied in or towards satisfaction of so much of the amount due to the Company or of the liability or engagement (as the case may be) as is presently payable or is liable to be presently fulfilled or discharged. The balance (if any) shall (in the case of certificated shares) on surrender to the Company for cancellation of the certificate for the shares sold and in all cases subject to a like lien for any moneys not presently payable or any liability or engagement not liable to be presently fulfilled or discharged as existed on the shares before the sale be paid to the holder of, or the person (if any) entitled by transmission to, the shares at the date of the sale.

F. Calls on shares

25. Calls

Subject to the terms of issue of any shares, the Board may from time to time make calls on the members in respect of any moneys unpaid on the shares or any class of shares held by them respectively. Each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made and whether or not by instalments) be liable to pay the amount of every call so made on him as required by the notice. A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed or (as the case may require) at the time when any person to whom power has been delegated pursuant to these Articles serves notice of exercise of such power. A call may be required to be paid by instalments and may before receipt by the Company of any sum due under it be either revoked or postponed in whole or part as regards all or any such members as the Board may determine. A person on whom a call is made shall remain liable 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 for the payment of all calls in respect of them.

26. Interest on calls

If the whole of the sum payable in respect of any call is not paid on or before the day appointed for payment, the person from whom it is due and payable shall pay all reasonable costs, charges and expenses that the Company may have incurred by reason of such non-payment together with interest on the unpaid amount from the day appointed for payment thereof to the time of actual payment at the rate fixed by the terms of the allotment of the share or, if no rate is so fixed, at such rate, not exceeding 15 per cent. per annum, as the Board shall determine and specify in the notice of the call. The Board may waive payment of such costs, charges, expenses or interest in whole or in part.

27. Rights of member when call unpaid

No member shall be entitled, unless the Board otherwise determines, to receive any dividend or to be present and vote at any general meeting either personally or (save as proxy for another member) by proxy, or be reckoned in a quorum or to exercise any other privilege as a member unless and until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).

28. Sums due on allotment treated as calls

Any sum payable in respect of a share on allotment or at any fixed date shall for all purposes of these Articles be deemed to be a call duly made, notified and payable on the date on

which, by the terms of allotment or in the notice of call, it becomes payable. If it is not paid, the provisions of these Articles shall apply as if such amount had become due and payable by virtue of a call duly made and notified.

29. **Powers to differentiate**

The Board may make arrangements on the allotment or issue of shares for a difference as between the allottees or holders of such shares in the amount and time of payment of calls.

30. **Payment in advance of calls**

The Board may if it thinks fit receive from any member willing to advance it all or any part of the moneys uncalled and unpaid on the shares held by him. Such payment in advance of calls shall extinguish pro tanto the liability on the shares on which it is made. The Company may pay interest on the money paid in advance or so much of it as exceeds the amount for the time being called up on the shares in respect of which such advance has been made at such rate as the Board may decide until and to the extent that it would, but for the advance, become payable. The Board may at any time repay the amount so advanced on giving to such member not less than three months' notice in writing of its intention in that behalf, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. No sum paid in advance of calls shall entitle the holder of a share in respect of them to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

G. Forfeiture of shares

31. **Notice if call not paid**

If any member fails to pay the whole of any call or any instalment of any call on or before the day appointed for payment, the Board may at any time serve a notice in writing on such member, or on any person entitled to the shares by transmission, requiring payment, on a date not less than 14 clear days from the date of the notice, of the amount unpaid and any interest which may have accrued on it and any reasonable costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall name the place where the payment is to be made and state that, if the notice is not complied with, the shares in respect of which such call was made will be liable to be forfeited.

32. **Forfeiture for non-compliance**

If requirements stated in the notice referred to in Article 31 (Notice if call not paid) are not complied with, any share in respect of which it was given may, at any time before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or other moneys payable in respect of the forfeited shares and not paid before the forfeiture, and shall be deemed to occur at the time of the passing of the said resolution of the Board.

33. **Notice after forfeiture**

When any share has been forfeited notice of the forfeiture shall be served on the person who, before such forfeiture, was the holder of the share or the person entitled to such share by transmission (as the case may be). An entry of such notice having been given and of the forfeiture with the date of it shall forthwith be made in the Register in respect of such share together with a note that dealings are not permitted in the share. However, no forfeiture shall be invalidated by any omission to give such notice or to make such entry as aforesaid.

34. **Forfeiture may be annulled**

The Board may, at any time before any share so forfeited has been cancelled or sold, re-allotted or otherwise disposed of, annul the forfeiture, on the terms that payment shall be made of all calls and interest due thereon and all expenses incurred in respect of the share and on such further terms (if any) as the Board shall see fit.

35. **Surrender**

The Board may accept a surrender of any share liable to be forfeited under these Articles upon such terms and conditions as may be agreed and, subject to any such terms and conditions, a surrendered share shall be treated as if it had been forfeited. In such case, references in these Articles to forfeiture shall include surrender.

36. **Disposal of forfeited shares**

Every share which shall be forfeited may, subject to the provisions of the Act, be sold, re-allotted or otherwise disposed of either to the person who, before such forfeiture, was its holder or was entitled to it or to any other person on such terms and in such manner as the Board shall determine and, in the case of re-allotment, whether with or without all or any part of the amount previously paid up on the share being treated as so paid up. The Board may, for the purposes of the disposal in the case of certificated shares, authorise some person to transfer the share in question and may enter the name of the transferee in respect of the transferred share in the Register notwithstanding the absence of any share certificate being lodged in respect of it and may issue a new certificate to the transferee in respect of certificated shares transferred to it. An instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or the person (if any) entitled by transmission to, the share. In the case of uncertificated shares the Board may exercise any power conferred on it by Article 21.5 (Forfeiture and sale) to effect a transfer of the shares. The Company may, if the Board considers it just and equitable to do so, receive the consideration (if any) given for the share on its disposal. Without limiting the generality of the foregoing, the Directors may, at any time cancel any shares subject to forfeiture which have not been sold, re-allotted or otherwise disposed of in accordance with this Article.

37. Effect of forfeiture

A member whose shares have been forfeited shall cease to be a member in respect of the shares forfeited and shall in the case of a certificated share surrender to the Company for cancellation the certificate for such shares.

38. Extinction of claims

The forfeiture of a share shall involve the extinction at the time of the forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company. The Company shall be under no obligation to refund any moneys to the member whose shares have been cancelled and that member shall be discharged from further obligation to the Company.

39. Evidence of forfeiture

A statutory declaration by a Director that a share has been forfeited in pursuance of these Articles and stating the date on which it was forfeited shall, as against all persons claiming to be entitled to the share adversely to its forfeiture, be conclusive evidence of the facts stated in it. The declaration, together with the receipt of the Company for the consideration (if any) given for the share on its sale or disposition and a certificate for the share under the Seal delivered to the person to whom it is sold or disposed of, shall (subject if necessary to the execution of an instrument of transfer) constitute a good title to the share. Subject to the execution of any necessary transfer in the case of a certificated share, such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase moneys or other consideration (if any) nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture or disposal of the share. Such person shall not (except by express agreement with the Company) become entitled to any dividend which might have accrued on the share before the completion of the sale or the disposition thereof.

H. Transfer of shares

40. Form of transfer

Each member may transfer all or any of his shares, in the case of certificated shares, by instrument of transfer in writing in any usual form or in any form approved by the Board or, in the case of uncertificated shares, without a written instrument in accordance with the Uncertificated Regulations. Any written instrument shall be executed by or on behalf of the transferor, shall contain the name and business or residential address of the transferee and (in the case of a transfer of a share which is not fully paid up) shall be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect of it.

41. Right to refuse registration

41.1 *Registration of certificated share transfer*

(a) The Board may refuse to register any transfer of a certificated share unless:

- (i) it is in respect of a share which is fully paid up;
- (ii) it is in respect of a share on which the Company has no lien;
- (iii) it is in respect of only one class of shares;
- (iv) it is in favour of a single transferee or not more than four joint transferees; and
- (v) it is delivered for registration to the Registered Agent, or such other person or place as the Board may from time to time determine, accompanied (except in the case of a transfer where a certificate has not been required to be issued) by the certificate for the shares to which it relates and/or such other evidence as the Board may reasonably require to prove the title of the transferor and the due execution by him of the transfer or, if the transfer is executed by some other person on his behalf, the authority of that person to do so.

provided that where any such shares are admitted to AIM, the Official List maintained by the UK Listing Authority, such refusal is in circumstances permitted by the London Stock Exchange or another recognised investment exchange and does not prevent dealings in shares of the relevant class in the Company from taking place on an open and proper basis.

41.2 **Registration of an uncertificated share transfer**

The Board shall register a transfer of title to any uncertificated share or the renunciation or transfer of any renounceable right of allotment of a share which is a Participating Security held in uncertificated form in accordance with the Uncertificated Regulations, except that the Board may refuse (subject to any relevant requirements applicable to the recognised investment exchange(s) to which the shares of the Company are admitted) to register any such transfer or renunciation which is in favour of more than four persons jointly or in any other circumstance permitted by the Uncertificated Regulations.

42. **Notice of refusal**

If the Board refuses to register a transfer of a share it shall, as soon as practicable after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferor and the transferee. Any instrument of transfer which the Board refuses to register shall (except in the case of suspected fraud) be returned to the person depositing it. All instruments of transfer which are registered may be retained by the Company.

43. **Closing of register**

Without prejudice to Article 41, the Board may suspend the registration of transfers of uncertificated shares or refuse to register a transfer of an uncertificated share in such other circumstances as may be permitted or required by the Uncertificated Regulations and the relevant system but in any event for a period not exceeding 30 days in any year.

44. **No fees on registration**

No fee shall be charged for registration of a transfer or on the registration of any probate, letters of administration, certificate of death or marriage, power of attorney, notice or other instrument relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares

45. **Recognition of renunciation of allotment of shares**

Nothing in these Articles shall preclude the Board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

I. **Transmission of shares**

46. **On death**

If a member dies, the survivors or survivor, where he was a joint holder, and his executors or administrators, where he was a sole or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his shares. Nothing in these Articles shall release the estate of a deceased member from any liability in respect of any share which has been solely or jointly held by him.

47. **Election of person entitled by transmission**

Any person entitled to a share by transmission may, on such evidence as to his title being produced as the Board may reasonably require, elect either to become registered as a member or to have some person nominated by him registered as a member. If he elects to become registered himself he shall give written notice signed by him to the Company to that effect. If he elects to have some other person registered he shall, in the case of a certificated share, execute an instrument of transfer of such shares to that person and, in the case of an uncertificated share, either procure that all appropriate instructions are given by means of the Uncertificated System to effect the transfer of such share to such person or change the uncertificated share to certificated form and then execute an instrument of transfer of such share to such person. All the provisions of these Articles relating to the transfer of shares shall apply to the notice, instrument of transfer or instructions (as the case may be) as if it were a notice given, an instrument of transfer executed or instructions given by the member and his death, bankruptcy or other event had not occurred and any notice or transfer were executed by such member. Where the entitlement of a person to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Board, the Board shall within two months after proof cause the entitlement of that person to be noted in the Register.

48. Rights on transmission

Where a person is entitled to a share by transmission, the rights of the holder in relation to such share shall cease. However, the person so entitled may give a good discharge for any dividends and other moneys payable in respect of it and shall have the same rights to which he would be entitled if he were the holder of the share except that he shall not before he is registered as the holder of the share be entitled in respect of it to be given notice of, or to attend or vote at, any meeting of the Company or at any separate meeting of the holders of any class of shares of the Company. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share. If the notice is not complied with within 60 days, the Board may thereafter withhold payment of all dividends and other moneys payable in respect of such share until the requirements of the notice have been complied with.

J. General meetings

49. Annual general meetings

Subject to the provisions of the Act, annual general meetings shall be held at such time and place as the Board may determine, however at least one annual general meeting shall be held in each calendar year and not more than 15 months shall pass from one annual general meeting to the next.

50. Convening of general meeting other than annual general meeting

The Board may convene a general meeting, other than an annual general meeting, whenever it thinks fit. At any meeting convened on such requisition (or any meeting requisitioned pursuant to section 67(2) of the Act), no business shall be transacted except that stated by the requisition or proposed by the Board.

51. Notice of general meetings

51.1 Length of notice

An annual general meeting shall be convened by not less than 21 clear days' notice in writing. A general meeting other than an annual general meeting shall be convened by not less than 14 clear days' notice in writing.

51.2 Form of notice

Every notice convening a general meeting shall specify:

- (a) whether the meeting is an annual general meeting or any other general meeting;
- (b) the place, the day and the time of the meeting;
- (c) the general nature of the business to be transacted at the meeting;
- (d) if the meeting is convened to consider a Special Resolution, the intention to propose the resolution as such and the requisite majority for an affirmative vote; and
- (e) with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or more proxies to attend, speak and vote and, on a poll, vote instead of him and that a proxy need not also be a member.

51.3 **Entitlement to receive notice**

The notice shall be given to the members (other than any who under the provisions of these Articles or of any restrictions imposed on any shares are not entitled to receive notice from the Company), to the Directors and to the Auditors and if more than one for the time being, to each of them.

51.4 **Meeting on short notice**

Notwithstanding that a meeting is called by shorter notice than that specified in Article 51.1, a general meeting shall be deemed to have been duly convened if a member or members holding at least 90 percent of the voting rights in relation thereto have waived notice of the meeting and for this purpose the presence of a member at the meeting shall be deemed to constitute waiver on the part of such member.

52. **Omission to send notice**

The accidental omission to send a notice of meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy to, or the non-receipt of either by, any person entitled to receive the same shall not invalidate the proceedings at that meeting.

K. Proceedings at general meetings

53. **Quorum**

53.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business but the absence of a quorum shall not preclude the choice or appointment of a Chairman, which shall not be treated as part of the business of the Meeting. Subject to the provisions of Article 54 (If quorum not present), two persons entitled to attend and to vote on the business to be transacted, each being a member present in person or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum.

53.2 In calculating whether a quorum is present for the purposes of Article 53.1, if two or more persons are appointed as proxies for the same member or two or more persons are appointed as corporate representatives of the same corporate member, only one of such proxies or only one of such corporate representatives shall be counted.

54. **If quorum not present**

If, within 15 minutes (or such longer interval not exceeding one hour as the Chairman in his absolute discretion thinks fit) from the time appointed for the holding of a general meeting, a quorum is not present or if, during a meeting, such a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such time and place as the Chairman (or, in default, the Board) may determine not being more than 28 days after the date that the original general meeting was convened. If, at such adjourned meeting, a quorum is not present within 15 minutes from the time appointed for holding the meeting, two members present in person or by proxy or (being a corporation) by a duly authorised representative shall be a quorum. If no such quorum is present or if, during the adjourned meeting, a quorum ceases to be present, the adjourned meeting shall be dissolved.

55. **Security and meeting place arrangements**

55.1 **Accommodation of members**

The Board may, for the purpose of facilitating shareholder attendance at a general meeting, or controlling the level of attendance and ensuring the safety of those attending at any place specified for the holding of a general meeting, from time to time make such arrangements as the Board shall in its absolute discretion consider to be appropriate and may from time to time vary any such arrangements in place or make new arrangements thereof. The entitlement of any member or proxy to attend a general meeting at such place shall be subject to any such arrangements as may be for the time being approved by the Board. In the case of any meeting to which such arrangements apply the Board may, when specifying the place of the meeting:

- (a) direct that the meeting shall be held at a place specified in the notice at which the Chairman shall preside (the “**Principal Place**”); and

- (b) make arrangements for simultaneous attendance and participation at satellite meeting places or by way of any other electronic means by members otherwise entitled to attend the general meeting, but excluded from the Principal Place under the provisions of this Article, or who wish to attend at satellite meeting places or other places at which persons are participating by way of any other electronic means, provided that persons attending at the Principal Place and at satellite meeting places or other places at which persons are participating by way of any other electronic means shall be able to see, hear and be seen and heard by, persons attending at the Principal Place and at such other places, by any means.

Such arrangements for simultaneous attendance at any of such other places may include arrangements for facilitating shareholder attendance at a general meeting or controlling the level of attendance in any manner at any of such other places (as stated above), provided that they shall operate so that any members and proxies excluded from attending at the Principal Place are able to attend at one of the satellite meeting places or other places at which persons are participating by way of any other electronic means. For the purposes of all other provisions of these Articles any such meeting shall be treated as taking place and being held at the Principal Place.

55.2 Searches

The Board may direct that members or proxies wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the Board shall consider appropriate in the circumstances and shall be entitled in its absolute discretion to refuse entry to such general meeting to any member or proxy who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.

55.3 Inadequate meeting place

If it appears to the Chairman that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting shall nevertheless be duly constituted and its proceedings valid provided that the Chairman is satisfied that adequate facilities are available to ensure that any member who is unable to be accommodated is nonetheless able to participate in the business for which the meeting has been convened and to hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise), whether in the meeting place or elsewhere, and to be heard and seen by all other persons so present in the same manner.

56. Chairman

The Chairman, if any, of the Board or, in his absence, some other director nominated by the Board, shall preside as Chairman of the meeting. If there be no such Chairman or if at any meeting he shall not be present within 15 minutes after the time appointed for holding the meeting or shall be unwilling to act as Chairman, the Directors present shall choose one of their number to act or, if there be only one Director present, he shall be Chairman if willing to act. If no Director is willing to act as Chairman of the meeting, or if no Director is present within 15 minutes of the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman of the meeting.

57. Director may attend and speak

A Director shall notwithstanding that he is not a member be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares of the Company. The Chairman may invite any person to attend and speak at any general meeting of the Company whom the Chairman considers to be equipped with knowledge or experience of the Company's business to assist in the deliberations of the meeting.

58. Power to adjourn

- 58.1** The Chairman of the general meeting may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time (or indefinitely) and from place to place as he shall determine. In addition (and without prejudice to any other power which he may have under these Articles or at common law) the Chairman may, without the need for the consent of the meeting, interrupt or adjourn any meeting from time to time and from place to place or for an indefinite period if he is of the opinion that it has become necessary to do so:

- (a) in order to secure the proper and orderly conduct of the meeting; or

- (b) in order to give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or
 - (c) as it is likely to be impracticable to hold or continue that meeting because of the number of members wishing to attend who are not present; or
 - (d) as the unruly conduct of persons attending the meeting prevents or is likely to prevent the orderly continuation of the business of the meeting; or
 - (e) as an adjournment is otherwise necessary in order to ensure that the business of the meeting is otherwise properly disposed of.
- 58.2 No business shall be transacted at any adjourned meeting except business which might properly have been transacted at the meeting, had the adjournment not taken place.
59. **Notice of adjourned meeting**
- Any such adjournment may be for such time and to such place (or, in the case of a meeting held at a principal meeting place and a satellite meeting place, such other places) as the Chairman may, in his absolute discretion, determine notwithstanding that by reason of such adjournment some members may be unable to be present at the adjourned meeting. Any such member may appoint a proxy for the adjourned meeting either in accordance with Articles 69 and 70 or by means of an instrument which, if delivered by him at the meeting which is adjourned to the Chairman or any Director, shall be valid even though it is given at less notice than would otherwise be required.
60. **Business of adjourned meeting**
- No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting at which the adjournment took place.
- L. Voting**
61. **Method of voting**
- 61.1 At any general meeting, a resolution put to a vote of the meeting shall be decided on a show of hands unless (before or immediately after the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by:
- (a) the Chairman of the meeting; or
 - (b) by at least five members present in person or by proxy having the right to vote at the meeting; or
 - (c) a member or members present in person or by proxy representing not less than one-tenth of the voting rights of all the members having the right to vote at the meeting; or
 - (d) a member or members present in person or by proxy holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right;
- and a demand for a poll by a person as proxy for a member shall be as valid as if the demand were made by the member himself.
- 61.2 The Chairman may also demand a poll before a resolution is put to the vote on a show of hands.
- 61.3 At general meetings, resolutions shall be put to the vote by the Chairman and there shall be no requirement for the resolution to be proposed or seconded by any person.
62. **Chairman's declaration conclusive on show of hands**
- Unless a poll is duly demanded and the demand is not withdrawn, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
63. **Objection to error in voting**

No objection shall be raised to the qualification of any voter or to the counting of or failure to count any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the counting 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 it is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive.

64. **Amendment to resolutions**

64.1 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution. In the case of a resolution duly proposed as a Special Resolution, no amendment to it (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted on. In the case of any other resolution duly proposed, no amendment to it (other than a mere clerical amendment to correct a manifest error) may be considered or voted upon unless notice of such proposed amendment is given to the Office at least 48 hours prior to the time appointed for holding the relevant meeting or adjourned meeting or (in the absence of any such notice) the Chairman of the meeting in his absolute discretion rules that the amendment is fit for consideration at the meeting.

64.2 In calculating the periods mentioned in Article 64.1, no account shall be taken of any part of a day which is not a Business Day.

65. **Procedure on a poll**

65.1 ***Timing of poll***

Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken forthwith. A poll duly demanded on any other matter shall be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not being more than 30 days from the date of the meeting or adjourned meeting at which the poll as demanded, as the Chairman shall direct. The Chairman may, and if so directed by the meeting shall, appoint scrutineers who need not be members and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given to all members (other than any who under the provisions of these Articles or of any restrictions imposed on any shares are not entitled to receive notice from the Company) specifying the time and place at which the poll is to be taken. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

65.2 ***Continuance of the meeting***

The demand for a poll (other than on the election of the Chairman or any question of adjournment) shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

65.3 ***Withdrawal of demand for a poll***

The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chairman. A demand so withdrawn shall validate the result of a show of hands declared before the demand was made. If a demand is withdrawn, the persons entitled in accordance with Article 61 (Method of voting) may demand a poll.

65.4 ***Voting on a poll***

On a poll, votes may be given in person or by proxy or (in the case of a corporate member) by a duly authorised representative. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

66. **Votes of members**

66.1 ***Number of votes***

Subject to the provisions of the Act and to any special terms as to voting on which any shares may have been issued or may for the time being be held and to any suspension or abrogation

of voting rights pursuant to these Articles, at any general meeting every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to vote), shall on a show of hands have one vote and on a poll every member present in person or by proxy or (being a corporation) by a duly authorised representative shall have one vote for each share of which he is the holder.

66.2 Joint holders

If two or more persons are joint holders of a share, then in voting on any question 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. For this purpose seniority shall be determined by the order in which the names of the holders stand in the Register.

66.3 Receivers and other persons

(a) Where in the Isle of Man or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may in its absolute discretion on or subject to production of such evidence of the appointment as the Board may require, permit such receiver or other person authorised by a court or official to vote in person or, on a poll, by proxy on behalf of such member at any general meeting. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

(b) In calculating the periods mentioned in Article 66.3(a), no account shall be taken of any part of a day which is not a Business Day.

67. Casting vote

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll was demanded shall be entitled to a second or casting vote in addition to any other vote that he may have.

68. Restriction on voting rights for unpaid calls etc.

No member shall, unless the Board otherwise determines, be entitled to vote at a general meeting or at any separate meeting of the holders of any class of shares, either in person or by proxy, in respect of any share held by him or to exercise any right as a member unless all calls or other sums presently payable by him in respect of that share have been paid to the Company.

69. Voting by proxy

Any person (whether a member of the Company or not) may be appointed to act as a proxy. Deposit of an instrument of proxy (including an instrument in the form of an electronic communication, sent, transmitted and/or received electronically) shall not preclude a member from attending and voting in person at the meeting in respect of which the proxy is appointed or at any adjournment of it. In the event that and to the extent that a member personally votes his shares his proxy or proxies shall not be entitled to vote and any vote cast by a proxy in such circumstances shall be ignored.

70. Form of proxy

The instrument appointing a proxy shall:

(a) be in writing in any common form or in the form of an electronic communication or such other form as the Board may approve under the hand (including by way of electronic signature) of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, under its common seal or under the hand (including by way of electronic signature) of some officer or attorney or other person duly authorised in that behalf;

(b) be deemed (subject to any contrary direction contained in the same) to confer authority to demand or join in demanding a poll and to speak at any meeting and to vote on any resolution or amendment of a resolution put to the meeting for which it

is given, as the proxy thinks fit;

- (c) unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates; and
- (d) where it is stated to apply to more than one meeting, be valid for all such meetings as well as for any adjournment of any such meetings.

71. Deposit of proxy

71.1 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board, shall:

- (a) in the case of an instrument in writing, be deposited by personal delivery, post or facsimile transmission at the Office or at such other place within the Isle of Man as is specified:

- (i) in the notice convening the meeting; or
- (ii) in any instrument of proxy sent out by the Company in relation to the meeting,

not less than 48 hours before the time of the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

- (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

- (i) in the notice convening the meeting; or
- (ii) in any instrument of proxy sent out by the Company in relation to the meeting; or
- (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

- (d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman of the meeting;

and an appointment of a proxy not deposited, delivered or received in a manner so permitted or otherwise permitted in these Articles shall be invalid. The Board may at its discretion treat a faxed or other machine made copy of a written instrument or electronic communication appointing a proxy as such an appointment for the purpose of this Article 71. No appointment of a proxy shall be valid after the expiry of 12 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 12 months from such date.

71.2 In calculating the periods mentioned in Article 71.1, no account shall be taken of any part of a day which is not a Business Day.

72. More than one proxy may be appointed

A member may appoint more than one proxy to attend on the same occasion. When two or more valid but differing appointments of proxy are delivered in respect of the same share for use at the same meeting and in respect of the same matter, the one which is last validly delivered shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly delivered, none of them shall be treated as valid in respect of that share.

73. Board may supply proxy cards

The Board shall at the expense of the Company send by post or otherwise forms of

appointment of proxy (reply-paid or otherwise) with the notice convening any general meeting to members entitled to vote at the meeting. Such forms of appointment of proxy shall provide for voting both for and against all resolutions to be proposed at the meeting other than the resolutions relating to the procedure of the meeting. The accidental omission to send an appointment of proxy or the non-receipt of it by any member entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting.

74. Revocation of proxy

74.1 A vote given or poll demanded in accordance with the terms of an appointment of a proxy shall be valid notwithstanding the death or mental disorder of the principal or the revocation of the appointment of the proxy, or of the authority under which the appointment of the proxy was executed or the transfer of the share in respect of which the appointment of the proxy is given unless notice in writing of such death, mental disorder, revocation or transfer shall have been received by the Company at the Office, or at such other place as has been appointed for the deposit of written appointments of proxy or, where the appointment of the proxy is contained in an electronic communication, at the address at which such appointment was received, at least 48 hours before the commencement of the meeting or adjourned meeting or the taking of the poll at which the instrument of proxy is used.

74.2 In calculating the periods mentioned in Article 74.1, no account shall be taken of any part of a day which is not a Business Day.

75. Corporate representative

75.1 A corporation (whether or not a company within the meaning of the Act) which is a member may by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative (or as the case may be, representatives) at any meeting of the Company or at any separate meeting of the holders of any class of shares. Any person so authorised shall be entitled to exercise the same powers on behalf of the corporation (in respect of that part of the corporation's holdings to which the authority relates) as the corporation could exercise if it were an individual member. The 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 at it and all references to attendance and voting in person shall be construed accordingly. A certified copy of such a resolution shall be deposited at the office not less than 48 hours before the time appointed for holding the meeting or first meeting at which the person so authorised is to act, or, in the case of a poll taken subsequent to the meeting or first meeting, not less than 24 hours before the time appointed for the taking of the poll, and unless such certified copy of such resolution is so deposited 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 75 at the same meeting in relation to the same share are deposited at the Office, the resolution, a certified copy of which is deposited with the Company (in accordance with this Article 75) last in time, 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 the one 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 deposited with the Company pursuant to this Article 75, be treated as valid for any adjournment of any meeting at which such authority may be used as well as at such meeting.

75.2 A corporation which is a member of the Company which holds different classes of shares may so authorise one or more different persons for each class of share held.

75.3 In calculating the periods mentioned in Article 75.1, no account shall be taken of any part of a day which is not a Business Day.

76. Disclosure of interests in shares and suspension of interests

76.1 *Disclosure of substantial interests in shares*

Each member of the Company shall comply with the notification obligations to the Company contained in Chapter 5 of the Disclosure and Transparency Rules of the UK Financial Services Authority ("**DTRs**") as if the Company was a UK issuer for the purposes of such rules such that a member must notify the Company of the percentage of its voting rights held as a shareholder or held or is deemed to hold through its direct or indirect holding of financial instruments (falling within of DTR 5.3.1R (1)), or a combination of such holdings) if the

percentage of those voting rights reaches, exceeds or falls below 3%, 4%, 5%, 6%, 7%, 8%, 9%, 10% and each 1% threshold thereafter up to 100%. If it shall come to the notice of the Directors that any member has not, within the requisite period, made or, as the case may be, procured the making of any notification required by this Article, the Company may serve a notice on such member and the provisions of Article 76.2 shall apply.

76.2 **Disenfranchisement notice**

The Board may at any time serve an Information Notice upon a member, or any other person appearing to be interested in shares held by that member. If a member or any other person appearing to be interested in shares held by that member, has been issued with an Information Notice and has failed in relation to any shares the subject of the Information Notice ("**default shares**") to furnish any information required by such notice within the time period specified therein or if the Company determines that the member has not complied with their obligations under Article 76.1 above, then the Board may at any time following 14 days from the expiry of the date on which the information required to be furnished pursuant to the relevant Information Notice is due to be received by the Board, serve on the relevant holder a notice (in this Article called a "**disenfranchisement notice**") whereupon the following sanctions shall both apply:

(a) *Voting*

The member shall not with effect from the service of the disenfranchisement notice be entitled in respect of the default shares to be present or to vote (either in person or by representative or proxy) at any general meeting of the Company or at any separate meeting of the holders of any class of shares of the Company or on any poll or to exercise any other right conferred by membership in relation to any such meeting or poll.

(b) *Dividends and transfers*

Where the default shares represent at least 0.25 per cent. of the total number of issued shares of their class:

- (i) any dividend or other money payable in respect of the default shares shall be withheld by the Company, which shall not have any obligation to pay interest on it and the member shall not be entitled to elect pursuant to Article 144 (Payment of scrip dividends) to receive shares instead of that dividend; and
- (ii) subject in the case of uncertificated shares to the Uncertificated Regulations no transfer, other than an approved transfer, of any default shares held by the member shall be registered unless the member is not himself in default as regards supplying the information required pursuant to the relevant Information Notice and the member proves to the satisfaction of the Board that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer.

76.3 **Withdrawal notice**

The Company may at any time withdraw a disenfranchisement notice by serving on the holder of the shares to which the same relates a notice in writing to that effect (a "**withdrawal notice**").

76.4 **Cessation of sanctions**

Where the sanctions under Article 76.2 (Disenfranchisement notice) apply in relation to any shares they shall cease to have effect:

- (a) if the shares are transferred by means of an approved transfer;
- (b) at *the* end of the period of one week (or such shorter period as the Board may determine) following receipt by the Company of the information required by the notice mentioned in Article 76.2 and the Board being fully satisfied that such information is full and complete; or
- (c) on *the* date on which a withdrawal notice is served by the Company.

76.5 **Accidental omission to send disenfranchisement notice**

Where, on the basis of information obtained from a member in respect of any share held by him, the Company issues a disenfranchisement notice to any other person, it shall at the

same time send a copy of the disenfranchisement notice to the member, but the accidental omission to do so, or the non receipt by the member of the copy, shall not invalidate or otherwise affect the obligations of the member under Article 76.1

76.6 Default shares held by Depositary

Where the default shares in which a person appears to be interested are held by a Depositary, the provisions of this Article 76 shall be treated as applying only to those shares held by the Depositary in which such person appears to be interested and not (insofar as such person's apparent interest is concerned) to any other shares held by the Depositary.

76.7 Obligations of Depositary

Where the member on which the disenfranchisement notice is served is a Depositary acting in its capacity as such, the obligations of the Depositary as a member of the Company shall be limited to disclosing to the Company such information relating to any person appearing to be interested in the shares held by it, as has been recorded by it pursuant to the arrangements entered into by the Company, or approved by the Board pursuant to which it was appointed as a Depositary.

76.8 Definitions

For the purposes of this Article 76:

- (a) a person, other than the member holding a share, shall be treated as appearing to be interested in that share if the member has informed the Company that the person is, or may be, so interested, or if the Company (after taking account of any information obtained from the member or, pursuant to a disenfranchisement notice, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested;
- (b) **"Depositary"** means a custodian or other person (or a nominee for such custodian or other person) appointed under contractual arrangements with the Company or other arrangements approved by the Board whereby such custodian or other person or nominee holds or is interested in shares of the Company or rights or interests in shares of the Company and issues securities or other documents of title or otherwise evidencing the entitlement of the holder thereof to or to receive such shares, rights or interests, provided and to the extent that such arrangements have been approved by the Board for the purpose of these Articles;
- (c) and for the purpose of the definition of "Information Notice", **"interested"** shall be construed as it is for the purposes of Part 22 of the UK 2006 Companies Act (and **"interest"** shall be construed accordingly); and
- (d) reference to a person having failed to give the Company the information required by a disenfranchisement notice, or being in default as regards supplying such information, includes, without limitation, reference:
 - (i) to his having failed or refused to give all or any part of it; and
 - (ii) to his having given information which he knows to be false in a material particular or his having recklessly given information which is false in a material particular.

76.9 Certificated form

The Board may:

- (a) give notice in writing to any member holding default shares in uncertificated form requiring the member to change his holding of such shares from uncertificated form into certificated form within a specified period and then to hold such default shares in certificated form until the issue of a withdrawal notice; and
- (b) appoint any person to take any steps, by instruction by means of an Uncertificated System or otherwise, in the name of any holder of default shares as may be required to change such shares from uncertificated form into certificated form (and such steps shall be effective as if they had been taken by such holder).

M. Untraced members

77. Power of sale

77.1 Untraceable members

The Company shall be entitled to sell at the best price reasonably obtainable any share of a member or any share to which a person is entitled by transmission if and provided that:

- (a) during the period of 12 years prior to the date of the publication of the advertisements referred to in paragraph (b) (or if published on different dates, the earlier or earliest of them) no cheque, order or warrant in respect of such share sent by the Company through the post in a pre-paid envelope addressed to the member or to the person entitled by transmission to the share at his address on the Register or other last known address given by the member or person to which cheques, orders or warrants in respect of such share are to be sent has been cashed and the Company has received no communications in respect of such share from such member or person provided that during such period of 12 years at least three cash dividends (whether interim or final) in respect of the shares in question have become payable and no such dividend during that period has been claimed by the person entitled to it;
- (b) on or after expiry of the said period of 12 years the Company has given notice of its intention to sell such share by advertisements in both a national daily newspaper published in the United Kingdom and in a newspaper circulating in the area in which the last known address of such member or person appeared;
- (c) the said advertisements, if not published on the same day, shall have been published within 30 days of each other;
- (d) during the further period of three months following the date of publication of the said advertisements (or, if published on different dates the later or latest of them) and prior to the exercise of the power of sale the Company has not received any communication in respect of such share from the member or person entitled by transmission; and
- (e) the Company has given notice in accordance with the regulations of the relevant regulatory authority of its intention to make such sale and shall, if appropriate, have obtained the approval of the relevant regulatory authority to the proposed form of the said advertisement, if shares of the class concerned are admitted to a securities list and/or a recognised investment exchange.

77.2 Perfection of transfer

To give effect to any sale of shares pursuant to this Article 77 the Board may, in the case of certificated shares, authorise some person to transfer the shares in question and may enter the name of the transferee in respect of the transferred shares in the Register notwithstanding the absence of any share certificate being lodged in respect of it and may issue a new certificate to the transferee and, in the case of uncertificated shares, exercise any power conferred on it by Article 21.5 (Forfeiture and sale) to effect a transfer of the shares. The purchaser shall not be bound to see to the application of the purchase moneys in respect of any such sale nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale or transfer. Any instrument or exercise shall be effective as if it had been executed or exercised by the holder of or the person entitled by transmission to the shares to which it relates.

77.3 Additional shares

If during the period of 12 years referred to in Article 77.1 (Untraceable members) or during any period ending on the date when all the requirements of paragraphs (a) to (e) of Article 77.1 have been satisfied, any additional shares have been issued in respect of those held at the beginning of such period or of any previously so issued during such period and all the requirements of paragraphs (b) to (e) of Article 77.1 have been satisfied in regard to such additional shares the Company shall also be entitled to sell the additional shares.

77.4 Application of proceeds of sale

The Company shall account to the member or other person entitled to such share for the net proceeds of such sale by carrying all moneys in respect of it to a separate account. The Company shall be deemed to be a debtor to and not a trustee for such member or other person in respect of such moneys. Moneys carried to such separate account may either be employed in the business of the Company or invested in such investments as the Board may from time to time think fit. No interest shall be payable to such member or other person in respect of such moneys and the Company shall not be required to account for any money earned on them.

N. Appointment, retirement and removal of Directors

78. Number of Directors

Unless and until otherwise determined by the Company by Ordinary Resolution, the number of Directors (other than any alternate Directors) shall not be less than two but there shall be no maximum number of Directors.

79. Power of Company to appoint Directors

Subject to the provisions of these Articles, the Company may by Ordinary Resolution appoint a person who is willing to act to be a Director, either to fill a vacancy, or as an addition to the existing Board, and may also determine the rotation in which any Directors are to retire, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles.

80. Power of Board to appoint Directors

Without prejudice to the power of the Company to appoint any person to be a Director pursuant to these Articles, the Board shall have power at any time to appoint any person who is willing to act as a Director, either to fill a vacancy or as an addition to the existing Board, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next annual general meeting of the Company following such appointment and shall then be eligible for re-election but shall not be taken into account in determining the number of Directors who are to retire by rotation at that meeting. If not re-appointed at such annual general meeting, he shall vacate office at the conclusion thereof.

81. Eligibility of new Directors

No person other than a Director retiring at the meeting (whether by rotation or otherwise) shall be appointed or re-appointed a Director at any general meeting unless:

- (a) he is recommended by the Board; or
- (b) not less than 7 nor more than 42 days before the date appointed for the meeting, a notice, duly executed by a member (other than the person to be proposed) qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment and stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company's register of Directors, together with a notice executed by that person of his willingness to be appointed or re-appointed, is lodged at the Office.

82. Share qualification

A Director shall not be required to hold any shares in the capital of the Company by way of qualification.

83. Resolution for appointment

A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved unless an Ordinary Resolution that it shall be so proposed has first been passed and without any vote being given against it and any resolution moved in contravention of this provision shall be void. For the purpose of this Article, a resolution for approving a person's appointment or for nominating a person for appointment as a Director shall be treated as a resolution for his appointment.

84. No retirement on account of age

No person shall be or become incapable of being appointed or re-appointed a Director by reason of his having attained the age of 70 or any other age, nor shall any special notice be required in connection with the appointment, re-appointment or the approval of the appointment of such person. No Director shall vacate his office at any time by reason of the fact that he has attained the age of 70 or any other age.

85. Retirement of Directors

85.1 At each annual general meeting:

- (a) one-third of the Directors (excluding any Director who has been appointed by the Board since the previous annual general meeting) or, if their number is not an integral multiple of three, the number nearest to one-third but not exceeding one-

third shall retire from office (but so that if there are fewer than three Directors who are subject to retirement by rotation under this Article one shall retire); and

- (b) any Director who is not required to retire by rotation in accordance with Article 85.1(a) but who has been in office for three years or more since his appointment or his last re-appointment or who would but for the operation of this Article 85.1 have held office at not less than three consecutive annual general meetings of the Company without retiring shall retire from office.

85.2 Subject to the provisions of the Act, the Directors to retire by rotation in accordance with 85.1(a) shall include (so far as is necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. Any further Directors so to retire shall (subject as aforesaid) be those of the other Directors subject to retirement by rotation who have been longest in office since their last appointment or re-appointment, but, as between persons who became or were last re-appointed Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. A Director who retires (whether by rotation or otherwise) shall be eligible for re-election and may, if willing to act, be re-appointed. The Directors to retire on each occasion (both as to numbers and identity) shall be determined by the composition of the Directors at the date of the notice convening the annual general meeting and no Director shall be required to retire or be relieved from retiring or be retired by reason of any change in the number or identity of the Directors after the date of the notice but before the close of the meeting.

85.3 If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy created by his retirement, the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is expressly resolved not to fill the vacancy or unless a resolution for the re-appointment of the Director is put to the meeting and lost or if the retiring Director has given notice in writing to the Company that he is unwilling to be re-elected or where the default in filling the vacancy is due to the moving of a resolution in contravention of Article 83 (Resolution for appointment).

85.4 The retirement of any Director at a general meeting in accordance with this Article 85 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 in which case the retirement shall take effect at the time of election of his replacement or the time of losing of that resolution as the case may be.

86. **Removal by resolution of the Company**

The Company may by Ordinary Resolution passed at a meeting called for such purpose or by written resolution consented to by members holding at least 75 per cent of the voting rights in relation thereto, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director and, without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company, may (subject to these Articles) by Ordinary Resolution, appoint another person who is willing to act as a Director in his place. Any person so appointed shall be treated, for the purposes of determining the time at which he or any other Director is to retire by rotation, as if he had become a Director on the day on which the person in whose place he is appointed was last appointed or re-appointed a Director. In default of such appointment the vacancy arising upon the removal of a Director from office may be filled by a casual vacancy. The notice of a meeting called under this Article shall state that the purpose of the meeting is, or the purposes of the meeting includes, the removal of a Director.

87. **Removal by the Directors**

87.1 A Director may also be removed from office by the service on him of a notice to that effect signed by all the other Directors (which, for the avoidance of doubt, may be signed in counterpart).

87.2 Any removal of a Director under this Article 87 shall be without prejudice to any claim which such Director may have for damages for breach of any agreement between him and the Company.

88. **Vacation of office by Director**

Without prejudice to any provisions for retirement contained in these Articles the office of a Director shall be vacated if:

- (a) he resigns by notice in writing delivered to the Registered Agent at the Office or tendered at a Board meeting in which event he shall vacate that office on the service of that notice on the Company or at such later time as is specified in the notice or he offers in writing to resign from his office and the Directors resolve to accept such offer; or
- (b) he ceases to be a Director by virtue of any provision of the Act, is removed from office pursuant to these Articles or becomes prohibited by law from being a Director; or
- (c) he becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally; or
- (d) an order is made by any court of competent jurisdiction (whether in the Isle of Man, the United Kingdom or elsewhere) on the ground (howsoever formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his property or affairs or he is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force in the Isle of Man or the United Kingdom relating to mental disorder or, in any other territory, in pursuance of an application for admission under analogous legislation or regulations and the Board resolves that his office be vacated; or
- (e) he shall be absent, without the permission of the Board from Board meetings for 6 consecutive months (whether or not an alternate Director appointed by him attends) and the Board resolves that his office be vacated; or
- (f) he is convicted of an indictable offence and the Directors shall resolve that it is undesirable in the interests of the Company that he remains a Director of the Company; or
- (g) the conduct of that Director (whether or not concerning the affairs of the Company) is the subject of either (i) an order declaring him to be a “disqualified person” within the meaning of the Act or (ii) an investigation by the police of any jurisdiction and the Board shall resolve that it is undesirable that he remains a Director; or
- (h) he has otherwise been disqualified from acting as a Director.

89. Resolution as to vacancy conclusive

A resolution of the Board declaring a Director to have vacated office under the terms of Article 88 (Vacation of office by Director) shall be conclusive as to the fact and grounds of vacation stated in the resolution.

O. Alternate Directors

90. Appointments

90.1 Identity of appointee

Each Director (other than an alternate Director) may by notice in writing under his hand delivered to the Registered Agent at the Office or, if in electronic form, received by the Registered Agent, or at a meeting of the Directors or in any other manner approved by the Board appoint any other Director or any person approved for that purpose by the Board and willing to act to be his alternate and may in like manner remove from office an alternate Director so appointed by him.

90.2 Method of appointment

No appointment of an alternate Director shall be effective until his consent to act as a Director in the form prescribed by the Act has been received at the Office.

90.3 Nature of alternate

An alternate Director need not hold a share qualification and shall not be counted in reckoning any maximum number of Directors allowed by these Articles.

91. Participation in Board meetings

91.1 Right to participate

Every alternate Director shall be entitled to receive notice of all meetings of the Board and all committees of the Board of which his appointor is a member and, in the absence from

such meetings of his appointor, to attend and vote at such meetings and to exercise all the powers, rights, duties and authorities of his appointor as a Director. A Director acting as alternate Director shall have a separate vote at Board meetings for each Director for whom he acts as alternate Director, in addition to his own vote (if any), but he shall count as only one person for the purpose of determining whether a quorum is present.

91.2 Subject to these Articles a Director or any other person may act as an alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Board or any committee of the Board to one vote for every director whom he represents (and who is not present) in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

91.3 ***Alternate's authority***

Execution by an alternate Director of any resolution in writing of the Directors or of a committee of the Directors shall, unless the notice of his appointment provides to the contrary, be as effective as execution by his appointor. To such extent as the Directors may from time to time determine in relation to any committees of the Directors the foregoing provisions of this paragraph shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member.

92. **Alternate Director responsible for own acts**

92.1 ***Responsibility for defaults***

Every person acting as an alternate Director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him.

92.2 ***Status of alternate***

Save as otherwise provided in these Articles, an alternate Director shall be subject in all respects to the provisions of these Articles relating to Directors and shall be deemed for all purposes to be a Director.

93. **Interests of alternate Director**

An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director. However, he shall not, unless the Company by Ordinary Resolution otherwise determines, be entitled to receive from the Company any fees for his services as alternate except only such part (if any) of the fee payable to his appointor as such appointor may by notice in writing to the Company direct. Subject to this Article, the Company shall pay to an alternate Director such expenses as might properly have been paid to him if he had been a Director.

94. **Revocation of appointment**

An alternate Director shall cease to be an alternate Director:

- (a) if his appointor revokes his appointment; or
- (b) if he resigns his office by notice to the Company; or
- (c) if his appointor ceases for any reason to be a Director, provided that if any Director retires by rotation or otherwise but is re-appointed or deemed to be re-appointed at the same meeting at which he retires, any valid appointment of an alternate Director which was in force immediately before his retirement shall remain in force; or
- (d) if any event happens in relation to him which, if he were a Director otherwise appointed, would cause him to vacate office.

P. Directors' remuneration, expenses and pensions

95. **Directors' fees**

The Directors (other than alternate Directors) shall be entitled to receive by way of fees for their services as Directors (in addition to fees paid for employment or executive services) such sum as the Board may from time to time determine, provided that such amount shall not exceed in aggregate £1,500,000 (one million five hundred thousand pounds) per annum or such greater sum as the Company in general meeting shall from time to time determine by Ordinary Resolution). Such sum (unless otherwise directed by the resolution of the

Company by which it is voted) shall be divided among the Directors in such proportions and in such manner as the Board may determine or in default of such determination, equally (except that in such event any Director holding office for less than the whole of the relevant period in respect of which the fees are paid shall only rank in such division in proportion to the time during such period for which he holds office). Any fees payable pursuant to this Article shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any other provisions of these Articles and shall accrue from day to day.

96. **Expenses**

Each Director shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in or about the performance of his duties as Director, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company.

97. **Additional remuneration**

If by arrangement with the Board any Director shall perform or render any special duties or services outside his ordinary duties as a Director and not in his capacity as a holder of employment or executive office, he may be paid such reasonable additional remuneration (whether by way of a lump sum or by way of salary, commission, participation in profits or otherwise) as the Board may from time to time determine.

98. **Remuneration of executive directors**

The salary or remuneration of any Director appointed to hold any employment or executive office in accordance with the provisions of these Articles may be either a fixed sum of money or may altogether or in part be governed by business done or profits made or otherwise determined by the Board and may be in addition to or in lieu of any fee payable to him for his services as Director pursuant to these Articles.

99. **Pensions and other benefits**

The Board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (whether by insurance or otherwise) for or to institute and maintain any institution, association, society, club, trust, fund, other establishment or profit sharing, share incentive, share purchase or employees' share scheme calculated to advance the interests of the Company or to benefit any person who is or has at any time been a Director of the Company or any company which is a subsidiary company of or allied to or associated with the Company or any such subsidiary or any predecessor in business of the Company or of any such subsidiary and for any member of his family (including a spouse or former spouse) and any person who is or was dependent on him. For such purpose, the Board may establish, maintain, subscribe and contribute to any scheme, institution, association, club, trust, fund or other establishment and pay premiums and, subject to the provisions of the Act, lend money or make payments to, guarantee or give an indemnity in respect of, or give any financial or other assistance in connection with, any of the aforesaid matters or bodies. The Board may procure any of such matters to be done by the Company either alone or in conjunction with any other person. Any Director or former Director shall be entitled to receive and retain for his own benefit any pension or other benefit provided under this Article 99 and shall not be obliged to account for it to the Company.

Q. Powers and duties of the Board

100. **Powers of the Board**

The central management and control of the business, and the place of effective management, of the Company shall be in and from the Isle of Man or such other place outside the United Kingdom and Israel as the Board may determine from time to time. Subject to the provisions of the Act, the memorandum of association of the Company and these Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company whether relating to the central management and control of the business, and/or the effective management of the Company, or not. No alteration of the memorandum of association, or of these Articles and no such direction given by the Company shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. Provisions contained elsewhere in these Articles as to any specific power of the Board shall not be deemed to limit the general powers given by

this Article.

101. **Powers of Directors being less than minimum number**

If the number of Directors is less than the minimum for the time being prescribed by these Articles, the remaining Director or Directors shall act only for the purposes of appointing an additional Director or Directors to make up such minimum or of convening a general meeting of the Company for the purpose of making such appointment. If there is no Director or Directors able or willing to act, any two members may summon a general meeting for the purpose of appointing Directors. Subject to the provisions of these Articles, any additional Director so appointed shall hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting.

102. **Powers of executive Directors**

The Board may from time to time appoint and delegate or entrust to and confer on any Director holding executive office (including a Chief Executive or Managing Director) such of its powers, authorities and discretions (with power to sub-delegate) for such time, on such terms and subject to such conditions as it thinks fit, and the Board may from time to time revoke, withdraw, alter or vary all or any of such powers.

103. **Delegation to committees**

103.1 ***Constituting committees***

The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more persons (whether members of the Board or not) provided that any such committee shall only meet and exercise its powers, authorities and discretions from outside the United Kingdom and Israel. Any committee so formed may exercise its power to sub-delegate by sub-delegating to any other committee, subject to the aforementioned restrictions of this Article on such committees or to any Director (whether or not a member or members of the committee).

103.2 ***Powers of committee***

The Board 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 respect and may from time to time revoke, withdraw, alter or vary any of such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated, any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee. Subject to any terms and conditions expressly imposed by the Board, the proceedings of a committee with two or more members shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

104. **Delegation to individual Directors**

The Directors may entrust to and confer upon any Director holding any executive office or employment any of the powers exercisable by them as Directors with power to sub-delegate upon such terms and conditions and with such restrictions as they think fit and either collaterally with or to the exclusion of their own powers, authorities and discretions, and may from time to time revoke, withdraw, alter or vary all or any of such powers but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. Any Director with such delegated powers shall be required to update the Board at Board meetings as to any developments arising in connection with the delegation of such powers.

105. **Power of attorney**

The Board may by power of attorney or otherwise appoint any company, firm, person or persons (including registrars) to be the agent or attorney of the Company and may delegate to any such agent or attorney or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, any of its powers, authorities and discretions (with power to sub-delegate), in each case for such purposes and for such time, on such terms (including as to remuneration) and subject to such conditions as it thinks fit. The Board 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 respect and may from time to time revoke, withdraw, alter or vary any of such powers. Any such appointment or power of attorney may contain such

provisions for the protection and convenience of persons dealing with any such agent or attorney as the Board may think fit and may also authorise any such agent or attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

106. **Associate Directors**

The Board may appoint any person (not being a Director) to any office or employment having a designation or title including the word "Director" or attach to any existing office or employment with the Company such designation or title and may define, limit, vary or restrict the powers, authorities and discretions of persons so appointed and may terminate any such appointment subject to any contract between him and the Company or the use of such designation or title. The inclusion of the word "Director" in the designation or title of any such office or employment shall not imply that such person is or is deemed to be or is empowered in any respect to act as a Director or a member of any committee of the Board for any of the purposes of the Act or these Articles.

107. **Exercise of voting power**

The Board may exercise or cause to be exercised the voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised by the Company in such manner in all respects as it thinks fit (including the exercise of the voting power or power of appointment in favour of the appointment of any Director as a director or other officer or employee of such company or in favour of the payment of remuneration to the directors, officers or employees of such company).

108. **Provision for employees**

The Board may exercise any power conferred on the Company by the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

109. **Overseas registers**

Subject to the provisions of the Act and the Uncertificated Regulations, the Board may exercise the powers conferred on the Company with regard to the keeping of an overseas branch register and may make and vary such regulations as it thinks fit respecting the keeping of any such register.

110. **Borrowing powers**

110.1 Subject to this Article, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge all or part of the undertaking, property and assets (present or future) and uncalled capital of the Company and, subject to the Act, to create and issue debentures and other securities, whether outright or as collateral security for a debt, liability or obligation of the Company or of a third party.

110.2 The Board shall restrict the borrowings of the Company and shall exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries so as to ensure (as regards subsidiaries, to the extent possible by such exercise) that the aggregate principal amount outstanding in respect of Monies Borrowed by Group Companies does not at any time, without the previous sanction of an Ordinary Resolution, exceed (i) four times the Adjusted Capital and Reserves (as defined below) or (ii) any higher limit fixed by Ordinary Resolution which is applicable at the relevant time.

110.3 In this Article:

(A) **"Adjusted Capital and Reserves"** means a sum equal to the aggregate of:

- (1) the amount paid up on the Company's issued share capital; and
- (2) the amount standing to the credit or debit of the Group's consolidated reserves (including any share premium account, capital redemption reserve, minority interests and revaluation reserve, if applicable) of any Group Company,

all as shown in the consolidated balance sheet but after:

- (3) making all adjustments which are in the opinion of the Board, necessary or appropriate to take account of:

- (a) a change in the amount paid up on the Company's share capital or the amount standing to the credit or debit of the Group's consolidated reserves arising out of the allotment of shares (for this purpose if a proposed allotment of shares has been underwritten, those shares shall be deemed to have been allotted and the amount, including any premium, if applicable, of the subscription monies payable in respect of those shares by the date six months following allotment shall be deemed to have been paid up to the extent underwritten on the date on which the issue of those shares was underwritten or, if the underwriting was conditional, the date on which it became unconditional); and
- (b) other changes in circumstances since the date of the consolidated balance sheet; and
- (4) excluding (so far as not already excluded):
 - (a) amounts attributable to such issued equity capital of any subsidiaries as is not attributable, directly or indirectly, to the Company; and
 - (b) any sum set aside for taxation (other than deferred taxation);
- (5) deducting (so far as not already deducted or provided for) the amount of a distribution declared, recommended or paid by a Group Company to a person other than a Group Company out of profits accrued up to and including the date of, but not provided for in, the consolidated balance sheet;

(B) **"Monies Borrowed"** means all monies borrowed by Group Companies including, without limitation:

- (1) the principal amount owing in respect of any debentures or loan capital (even if issued wholly or partly for a non-cash consideration);
- (2) the amount paid up on and in the case of shares with a par value, the amount of any premium paid in respect of any allotted share capital (not being equity share capital) of a Group Company other than the Company not beneficially owned, directly or indirectly, by another Group Company;
- (3) any amount raised by acceptance under an acceptance credit facility (other than acceptances relating to the purchase of goods or services in the ordinary course of trading and outstanding for six months or less);
- (4) the amount paid up on any issued share capital and the principal amount of any moneys borrowed the redemption or repayment of which is guaranteed or secured or the subject of an indemnity given by any Group Company (except in so far as the benefit of any such guarantee, security or indemnity is held by any Group Company);
- (5) any amount raised under a note purchase facility;
- (6) the amount of any liability in respect of a lease or hire purchase contract which would, in accordance with generally accepted accounting standards in the United Kingdom, be treated as a finance or capital lease but excluding anything that would be treated as an operating lease under generally accepted accounting standards in the United Kingdom at the date of adoption of these Articles;
- (7) the principal amount of any preference share capital of any subsidiary owned otherwise than by a member of the Group;

but excluding:

- (8) borrowings by one Group Company from another;
- (9) borrowings for the purpose of financing a contract to the extent that the price receivable under the contract is guaranteed or insured by the Export Credits Guarantee Department of the Department for Business, Innovation and Skills or by another person fulfilling a similar function in any other jurisdiction;

- (10) borrowings for the purpose of, and applied within six months of being made in, repaying the whole or part of borrowings that constitute Monies Borrowed, pending their application for such purpose within such period;
- (11) moneys borrowed by a subsidiary in its capacity as a trustee of any pension fund of any Group Company;
- (12) the proportion of the borrowings which constitute Moneys Borrowed for the purpose of this **Article** 110 of a company that is not a wholly owned subsidiary which corresponds to the proportion of its equity capital that is not beneficially owned, directly or indirectly, by the Group;
- (13) temporary debit balances with the bankers of any Group Company or shown in a Group Company's books of account, in each case, arising by virtue of delay in clearing funds not exceeding 10 days;
- (14) for a period of six months after the date on which a company becomes a Group Company, Moneys Borrowed equal to the amount of borrowings outstanding of such company at the date when it becomes a Group Company to the extent that they exceed any increase in the limit referred to Article 110.2 arising out of the adjustments made to the adjusted capital and reserves on account of the transaction whereby such company becomes a Group Company and of any other transaction effected during such period of six months whereby the minority interest (if any) in such member is reduced;
- (15) moneys advanced or paid to any Group Company (or its agents or nominees) by customers of any Group Company as unexpended customer receipts or progress payments pursuant to any contract between such customer and Group Company;
- (16) moneys held by any Group Company whether on deposit or current account or otherwise in connection with any scheme for the benefit of employees or their dependants; and
- (17) amounts due to trade creditors.

and, in calculating Monies Borrowed, there shall be deducted:

- (18) an amount equal to the aggregate of:
 - (a) all cash in hand and cash deposits repayable on demand with any bank or financial institution (not itself a Group Company); and
 - (b) investments which are readily convertible into known amounts of cash with notice of 48 hours or less,
 - in each case beneficially owned, directly or indirectly, by a Group Company and whether denominated in sterling or in a currency other than sterling;

(C) references to a "**consolidated balance sheet**" or "**consolidated profit and loss account**" are references the Group's latest published audited consolidated balance sheet and profit and loss account or, if the Company has no subsidiaries, the Company's latest published audited balance sheet and profit and loss account and, if the Company has any subsidiaries that have accounts which are not consolidated with the Company's accounts, the respective latest audited published balance sheets and profit and loss accounts of the Company (or, as applicable, the Group on a consolidated basis) and of such subsidiaries; and

(D) references to the "**Group**" are to the Company and its subsidiaries and "**Group Company**" shall mean any company in the Group.

110.4 To calculate the amount of Monies Borrowed on a particular day, monies denominated or repayable in a currency other than the euro (or such other currency as the Company may from time to time use for the purposes of its latest published audited balance sheet and profit and loss account) shall be converted for the purpose of calculating the sterling equivalent either:

- (A) at the rate of exchange specified in a forward purchase contract, currency option, back-to-back loan, swap or other arrangements taken out or entered into to reduce

the risk associated with fluctuations in rates of exchange in respect of repayment of those monies (a "**hedging agreement**"); or

- (B) if those monies were borrowed on or before the date of the consolidated balance sheet and repayment of those monies has not been covered by a hedging agreement, at the more favourable to the Company of:
 - (1) the rate of exchange used for the conversion of that currency in the consolidated balance sheet; or
 - (2) the middle-market rate of exchange quoted by a clearing bank specified by the Board at the close of business in London on the business day immediately preceding the day on which the calculation is made; or
- (C) if those monies were borrowed after the date of the consolidated balance sheet and repayment of those monies has not been covered by a hedging agreement, at the more favourable to the Company of:
 - (1) the middle-market rate of exchange quoted by a clearing bank specified by the Board at the close of business in London on the date of the consolidated balance sheet; or
 - (2) the middle-market rate of exchange quoted by a clearing bank specified by the Board at the close of business in London on the business day immediately preceding the day on which the calculation is made.

110.5 The Auditors' written confirmation for the purpose of this Article 110 as to the amount of the Adjusted Capital and Reserves or the aggregate amount of Monies Borrowed shall be conclusive and binding on all concerned. The Board may act in reliance on a bona fide estimate of the amount of the Adjusted Capital and Reserves or the aggregate amount of Monies Borrowed without having requested or obtained such written confirmation from the Auditors. If in consequence the limit on Monies Borrowed set out in this Article is inadvertently exceeded, the amount of Monies Borrowed equal to the excess may be disregarded for ninety (90) days after the date on which by reason of a determination of the Auditors or otherwise the Board became aware that this situation has or may have arisen.

110.6 No debt incurred or security given in respect of Monies Borrowed in excess of the limit imposed by this Article shall be invalid or ineffectual, except where express notice that the limit has been or will be exceeded has been given to the lender or recipient of the security at the time when the debt is incurred or security given. No lender or other person dealing with the Company shall be concerned to see or enquire whether such limit is observed.

110.7 The Company shall keep a register of charges in accordance with the provisions of the Act and the fee to be paid by a person other than a creditor or member for each inspection of the register of charges is the maximum sum prescribed by the provisions of the Act or, failing which, decided by the Board.

R. Proceedings of Directors and committees

111. Board meetings

Subject to the provisions of these Articles, the Board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit. No Board meetings shall take place in the United Kingdom or Israel and any decision reached or resolution passed by the Directors at any meeting taking place in the United Kingdom or Israel shall be invalid and of no effect. The provisions hereof shall apply mutatis mutandis to any actions or decisions by the Board (otherwise than at a formal meeting), or by any member thereof, or by any other person, which relates to the effective management of the Company.

112. Notice of Board meetings

A Director may summon a Board meeting at any time on reasonable notice given to each of the Directors. Notice of a Board meeting shall be deemed to be properly given to a Director if is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address, including but not limited to electronic address, given by him to the Company for this purpose. A Director may waive the requirement that notice be given to him of any Board meeting either prospectively or retrospectively.

113. Quorum

The quorum necessary for the transaction of business may be determined by the Board and

until otherwise determined shall be two persons, each being a Director or an alternate Director. A person who holds office only as an alternate Director shall only be counted in the quorum if his appointor is not present. A Director or other person who is present at a meeting of the Board in more than one capacity (that is to say as both Director and an alternate Director or as an alternate for more than one Director) shall not be counted as two or more for these purposes unless at least one other Director or alternate Director is also present. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Board. Any Director who ceases to be a Director at a meeting of the Directors may continue to be present and to act as a Director and be counted in the quorum until the termination of the meeting of the Directors if no Director objects and if otherwise a quorum of Directors would not be present.

114. Chairman of Board and other offices

114.1 Appointment of Chairman

The Board shall appoint any Chairman, Joint Chairman or Deputy Chairman of the Board and shall determine the period for which he is or they are to hold office and may at any time remove him or them from office. If no such Chairman or Deputy Chairman is elected or if at any meeting neither a Chairman nor a Deputy Chairman is present within five minutes of the time appointed for holding it, the Directors present shall choose one of their number to be Chairman of such meeting. In the event of two or more Joint Chairmen or in the absence of a Chairman, two or more Deputy Chairmen being present, the Joint Chairman or Deputy Chairman to act as Chairman of the meeting shall be decided by those Directors present. Any Chairman or Deputy Chairman may also hold executive office under the Company

114.2 Cessation of position on ceasing to be a Director

A Director appointed to the office of Chairman, Deputy Chairman, Managing Director, Chief Executive or any other executive office shall automatically and immediately cease to hold that office if he ceases to hold the office of Director from any cause, but he shall not (unless any agreement between him and the Company shall otherwise provide) cease to hold his office as a Director by reason only of his ceasing to be Chairman, Deputy Chairman, Managing Director, Chief Executive or to hold any other such executive office, as the case may be.

115. Voting

Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes, the Chairman of that meeting shall have a second or casting vote. A Director who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote and an alternate Director who is appointed by two or more Directors shall be entitled to a separate vote on behalf of each of his appointors, in their absence.

116. Participation by telephone and electronic mail

Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or electronic mail or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting or are able to receive communications from each of the other Directors participating in the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no group which is larger than any other group where the Chairman of the meeting then is, but in no event shall any meeting take place or be deemed to take place in the United Kingdom or Israel. Subject to the Act and these Articles, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that two or fewer than two Directors or alternate Directors are physically present at the same place. The Directors shall be required to attend Board meetings in person save where such attendance is unreasonable or impossible.

117. Resolution in writing

117.1 A resolution in writing executed by all the Directors for the time being entitled to receive notice of and to vote in a Board meeting and not being less than a quorum or by all the

members of a committee of the Board for the time being entitled to receive notice of and to vote in such committee meeting and not being less than a quorum of that committee shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board (or committee as the case may be). Such a resolution:

- (a) may consist of several documents in the same form each executed by one or more of the Directors or members of the relevant committee, including executions evidenced by means of facsimile transmission;
- (b) need not be signed by an alternate Director if it is signed by the Director who appointed him; and
- (c) if signed by an alternate Director, need not also be signed by his appointor.

For such a resolution to be effective it shall not be necessary for it to be signed by a Director who is prohibited by these Articles from voting thereon or by his alternate. Any resolution contemplated in this article shall not be valid if a majority of signatories thereto were physically present in the United Kingdom or Israel when signing it.

117.2 Any action that may be taken by the members of the Company at a meeting of members may also be taken by a resolution consented to in writing or by email, telex, fax, or other electronic communication, without the need for any notice, by the member or members holding in excess of 50 per cent of the voting rights in relation thereto (subject to any requirement specified in the Act or the Articles for a resolution to be passed by Special Resolution, in which case, members holding in excess of 75 per cent of the voting rights will be required to pass the resolution as a written resolution) provided that a copy of the proposed resolution is sent to all of the persons entitled to consent to it. The consent may be in the form of counterparts, each counterpart being signed by one or more members. If the consent is in one or more counterparts, and the counterparts bear different dates, then the resolution shall take effect on the earliest date upon which the members holding a sufficient number of votes to constitute a resolution of the members have consented to the resolution by signed counterparts. If any written resolution of the members is adopted otherwise than by the unanimous written consent of all members, a copy of such resolution shall be sent to all the members not consenting to such resolution forthwith upon it taking effect.

118. **Minutes of proceedings**

119.1 The Board shall cause minutes to be made in books kept for the purpose of recording all orders, resolutions and proceedings of every meeting of the Board, of a committee of the Board, of the Company or of the holders of any class of shares or debentures of the Company including:

- (a) all appointments of officers and committees made by the Board and of any such officer's salary or remuneration; and
- (b) the names of Directors present at every such meeting.

119.2 Any such minutes if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting shall be prima facie evidence of the matters stated in such minutes without any further proof.

119. **Validity of proceedings**

All acts done by a meeting of the Board or of any committee of the local board or agency or by any person acting as a Director, alternate Director or member of a committee, local board or agency shall, as regards all persons dealing in good faith with the Company and notwithstanding that it is afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid or that they or any of them were or was disqualified from holding office or not entitled to vote or had in any way vacated their or his office or that the delegation to such committee, local board or agency had been annulled, varied or revoked, be as valid as if every such person had been duly appointed, and was duly qualified and had continued to be a Director, alternate Director or member and had been entitled to vote or as if the delegation had continued in full force and effect.

S. Directors' interests

120. **Director may have interests**

Subject to the provisions of section 104 of the Act and provided that Article 121 (Disclosure of interests to Board) is complied with, a Director, notwithstanding his office:

- (a) may be a party to or otherwise be interested in any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and in any such case on such terms as to remuneration and otherwise as the Board may arrange either in addition to or in lieu of any remuneration provided for by any other Article; and
- (c) shall not, by reason of his office, be liable to account to the Company for any benefit which he derives from any such office, employment, contract, arrangement, transaction or proposal or from any interest in any such body corporate; and no such contract, arrangement, transaction, proposal or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

121. Directors' interests extends to connected persons

For the purpose of Articles 120 to 126, the interest of a person who is connected (within the meaning of Section 252 of the UK 2006 Companies Act) with a Director is treated as the interest of the Director and, in relation to an alternate director, the interest of the Director appointing him shall be treated as the interest of the alternate director in addition to any interest which the alternate director otherwise has. Articles 120 to 126 apply to an alternate director as if he were a Director otherwise appointed.

122. Disclosure of interests to Board

122.1 Notification of interest

A Director who to his knowledge is in any way (directly or indirectly) interested in any contract arrangement, transaction or proposal with the Company shall, forthwith after becoming aware of the fact, disclose the interest to the Board. A disclosure shall be deemed to have been so made if it is made at the meeting of the Board at which the question of entering into the contract, arrangement, transaction or proposal is first considered if he knows his interest then exists or, in any other case, at the first meeting of the Board after he knows that he is or has become so interested.

122.2 Adequacy of notice

For the purposes of this Article 122, a disclosure to the Board to the effect that a Director is also a member, director, officer or trustee of another named company or any other arrangement and is to be regarded as interested in any transaction which may, after the date of the disclosure, be entered into between the Company and that other company or person, is a sufficient disclosure of interest in relation to that transaction.

123. Interested Director not to vote or count for quorum

Save as provided in this Article 123, a Director shall not vote on or be counted in the quorum in relation to any resolution of the Board or of a committee of the Board concerning any contract, arrangement, transaction or any proposal whatsoever to which the Company is, or is to be, a party and in which he has (directly or indirectly) an interest which is material (other than by virtue of his interests in shares or debentures or other securities of, or otherwise in or through, the Company) or a duty which conflicts with the interests of the Company unless his duty or interest arises only because the resolution relates to one of the matters set out in the following sub-paragraphs in which case he shall be entitled to vote and be counted in the quorum:

- (a) the giving to him of any guarantee, security or indemnity in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries;
- (b) the giving by the Company to a third party of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part either alone or jointly with others, under a guarantee or indemnity or by the giving of security;
- (c) the giving of any other indemnity where all other Directors are also being offered indemnities on substantially the same terms;

- (d) where the Company or any of its subsidiaries is offering securities in which offer the Director is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the Director is to participate;
- (e) relating to another company in which he and any persons connected with him do not to his knowledge hold an interest in shares (as that term is used in Part 22 of the UK 2006 Companies Act) representing one per cent. or more of either any class of the equity share capital, or the voting rights, in such company;
- (f) relating to an arrangement for the benefit of the employees of the Company or any of its subsidiaries which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates;
- (g) concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons including Directors; or
- (h) any proposal concerning the funding of expenditure by one or more Directors on defending proceedings against him or them, or doing anything to enable such Director or Directors to avoid incurring such expenditure.

An interest of a person who is, for any purpose of the Act (excluding any such modification thereof not in force when these Articles became binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director otherwise has.

124. Director's interest in own appointment

A Director shall not vote or be counted in the quorum on any resolution of the Board or committee of the Board concerning his own appointment (including fixing or varying the terms of his appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is interested. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment or termination) of two or more Directors to offices or places of profit with the Company or any company in which the Company is interested, such proposals may be divided and a separate resolution considered in relation to each Director. In such case, each of the Directors concerned (if not otherwise debarred from voting under these Articles) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

125. Chairman's ruling conclusive on Director's interest

If any question arises at any meeting of the Board or any committee of the Board as to the materiality of a Director's interest (other than the Chairman's interest) or as to the entitlement of any Director (other than the Chairman) to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum such question (unless the Director concerned is the Chairman in which case Article 126 (Directors' resolution conclusive on Chairman's interest) shall apply) shall before the conclusion of the meeting be referred to the Chairman of the meeting. The Chairman's ruling in relation to the Director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Director has not been fairly disclosed and provided that any such question shall, for the purposes of disclosure of such interests in the accounts of the company, be finally and conclusively decided by a majority of the Directors (other than the Director concerned).

126. Directors' resolution conclusive on Chairman's interest

If any question arises at any meeting of the Board or any committee of the Board as to the materiality of the Chairman's interest or as to the entitlement of the Chairman to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall before the conclusion of the meeting be decided by resolution of the Directors or committee members present at the meeting (excluding the Chairman) whose majority vote shall be final and conclusive except in a case where the nature or extent of the interest of the Director has not been fairly disclosed and provided that any such question shall, for the purposes of disclosure of such interests in the accounts of the company, be finally and conclusively decided by a majority of the Directors (other than the Director concerned).

127. Exercise by Company of voting powers

The Board may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner in all respects as it thinks fit (including the exercise thereof in favour of any resolution appointing the Directors or any of them directors of such company, or voting or providing for the payment of remuneration to the directors of such company).

T. The Seal and Secretary

128. Application of Seal

The Seal shall be used only by the authority of a resolution of the Board or of a committee of the Board so authorised. The Board may determine whether any instrument to which the Seal is affixed shall be signed and if it is to be signed who shall sign it. If the Company has adopted a Seal, an imprint of the Seal shall be kept at the office of the Registered Agent and at such other place in the Isle of Man as the Board may determine. Unless otherwise do determined by the Board:

- (a) share certificates and, subject to the provisions of any instrument constituting the same, certificates issued in respect of any debentures or other securities:
 - (i) shall be signed by any person acting under the express or implied authority of the Company and any signature may be affixed to or printed on any such certificate by any means approved by the Board, including a facsimile or electronic signature; or
 - (ii) shall be under the Seal; and
- (b) every other instrument to which the Seal is affixed shall be signed by two Directors or one Director and the Secretary or any other person acting under the express or implied authority of the Company.

129. Deed without sealing

A document signed by a Director or any other person acting under the express or implied authority of the Company and expressed on its face that it is intended to be a deed shall have effect, upon delivery, as a deed, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it not to have effect as a deed without the authority of a resolution of the Board or of a committee of the Board authorised in that behalf. An instrument or document which is executed by the Company as a deed shall not be deemed to be delivered by the Company solely as a result of it having been executed by the Company.

130. Official seal for use abroad

Article 128 and Article 129 shall apply to contracts, deeds, instruments and other documents made or executed in the Isle of Man or elsewhere.

131. Appointment and removal of Secretary

131.1 Subject to the Act, the Board may appoint and may remove a Secretary or joint secretaries and may appoint and remove one or more assistant or deputy secretaries on such terms and conditions as it thinks fit.

131.2 Anything by the Articles required or authorised to be done by or to the Secretary may, if the office is vacant or there is no Secretary capable of acting, be done by or to any joint assistant or deputy secretary or, if there is no joint, assistant or deputy secretary capable of acting, by or to any officer of the Company authorised generally or specifically in that behalf by the Board. Any provision of the Articles requiring or authorising a thing to be done by or to a Director and the Secretary is not satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

132. Authentication of documents

132.1 Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or holders of a class of shares or the Board or any committee of the Board and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts as true copies or extracts.

132.2 A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting of the Company or of the Board or of any committee of the Board which is certified as such in accordance with Article 132.1 shall be conclusive evidence in favour of all persons

dealing with the Company on the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of proceedings at a duly constituted meeting.

- 132.3 The Board may decide the terms and conditions upon which a document contained in an electronic communication which is required by the Articles to be executed or signed is to be treated as validly executed or signed.

U. Dividends and other payments

133. Declaration of dividends

Subject to the provisions of these Articles and to the rights of persons entitled to shares with special rights as to dividend, the Company may, by a resolution of the Directors, declare and pay a dividend to members at such times and of such amounts as the Directors think fit if the Directors are satisfied, on reasonable grounds, that the Company will, immediately after payment of the dividend, satisfy the Solvency Test.

134. Interim dividends

The Board may by resolution declare and pay such interim dividends (including any dividend payable at a fixed rate) at such time and in such amount as the Directors think fit if the Directors are satisfied, on reasonable grounds, that the Company will, immediately after payment of the dividend, satisfy the Solvency Test. If at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends on shares which rank after shares conferring preferential rights with regard to dividend as well as on shares conferring preferential rights unless at the time of payment any preferential dividend is in arrears. Provided that the Board acts in good faith it shall not incur any liability to the holders of shares conferring preferential rights for any loss that they may suffer in consequence of the declaration or by the lawful payment of any interim dividend on any shares ranking after those with preferential rights.

135. Payment in currency other than Euros

The Board may, at its discretion, make provisions to enable such member as the Board shall from time to time determine to receive dividends duly declared in a currency or currencies other than euros. For the purposes of the calculation of the amount receivable in respect of any dividend, the rate of exchange to be used to determine the foreign currency equivalent of any sum payable as a dividend shall be such market rate selected by the Board as it shall consider appropriate at the close of business in London on such date or dates, in each case falling after the time of the announcement of the intention to recommend or pay that specific dividend, as the Board may select.

136. Entitlement to dividends

136.1 *Accrual of dividends*

Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up (otherwise than in advance of calls) on the shares on which the dividend is paid. Subject as aforesaid, all dividends shall be apportioned and paid pro rata according to the amounts paid up or credited as paid up on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date, or be entitled to dividends declared after a particular date, it shall rank for or be entitled to dividends accordingly.

136.2 *Payment of dividends*

All dividends shall be paid (subject to any lien of the Company) to those members whose names shall be on the register at the date at which such dividend shall be declared, or at such other date as the Company by Ordinary Resolution or the Board may determine, notwithstanding any subsequent transfer or transmission of shares.

136.3 *Shares passing by transmission*

The Board may pay the dividends or interest payable on shares in respect of which any person is by transmission entitled to be registered as holder to such person upon production of such certificate and evidence as would be required if such person desired to be registered as a member in respect of such shares.

137. Calls or debts may be deducted from dividends

The Board may deduct from any dividend or other money payable to any member on or in respect of a share all such sums as may be due from him to the Company on account of calls or otherwise in relation to the shares of the Company.

138. **Distribution in specie**

The Company in general meeting may, on the recommendation of the Board, by Ordinary Resolution direct that payment of any dividend declared in accordance with Article 133 or Article 134 may be satisfied wholly or partly by the distribution of assets, and in particular, of fully paid up shares or debentures of any other company or in any one or more of such ways. Where any difficulty arises in regard to such distribution the Board may settle it as it thinks fit. In particular, the Board may:

- (a) issue fractional certificates or authorise any person to sell and transfer any fractions or disregard fractions altogether;
- (b) fix the value for distribution of such assets or any part of them and determine that cash payments may be made to any members on the footing of the value so fixed, in order to adjust the rights of members; and
- (c) vest any such assets in trustees on trust for the persons entitled to the dividend.

139. **Dividends not to bear interest**

Unless otherwise provided by the rights attached to the share, no dividend or other moneys payable by the Company or in respect of a share shall bear interest as against the Company.

140. **Method of payment**

140.1 **General provisions**

The Company may pay any dividend, interest or other sum payable in respect of a share in cash or by direct debit, bank transfer, cheque, dividend warrant or money order (or in respect of any uncertificated share through the Uncertificated System) and may send it by post or other delivery service to the registered address of the member or person entitled to it (or if two or more persons are holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the member or otherwise by operation of law to the registered address of such of those persons as is first named in the Register) or to such person and such address as such member or person or persons may direct in writing. Every cheque, warrant or order is sent at the risk of the person entitled to the money represented by it and shall be made payable to the order of the person or persons entitled or, where an authority in that behalf shall have been received by the Company in such form as the Company shall consider sufficient, to such other person as the person or persons entitled may direct in writing. Payment of the cheque, warrant or order to the person entitled or the person specified in such authority shall be a good discharge to the Company. If any such cheque, warrant or order has or shall be alleged to have been lost, stolen or destroyed, the Board may at the request of the person entitled to it issue a replacement cheque, warrant or order, subject to compliance with such conditions as to evidence and indemnity and the payment of out of pocket expenses of the Company in connection with the request as the Board may think fit. Any joint holder or other person jointly entitled to a share may give an effective receipt for any dividend or other moneys payable in respect of such share. Any such dividend, interest or other sum may also be paid by any other method as the Board considers appropriate. If the payment is made on behalf of the Company through the Uncertificated System, the Company shall not be responsible for any default in accounting for such payment to the member or other person entitled to such payment by a bank or other financial intermediary of which the member or other person is a customer for settlement purposes in connection with the Uncertificated System.

140.2 **Payments through the uncertificated system**

The Board may:

- (a) lay down procedures for making any payments in respect of uncertificated shares through the Uncertificated System;
- (b) allow any holder of uncertificated shares to elect to receive or not to receive any such payment through the Uncertificated System; and
- (c) lay down procedures to enable any such holder to make, vary or revoke any such election.

The Company may make, or procure the making of, any payment in respect of a member's uncertificated shares through the Uncertificated System in accordance with any authority given to the Company to do so (whether in writing, through the Uncertificated System or otherwise) by or on behalf of the member in a form satisfactory to the Board. The making of such payment in accordance with such authority shall be a good discharge to the Company.

141. **Uncashed dividends**

If cheques, warrants or orders for dividends or other sums payable in respect of a share sent by the Company to the person entitled thereto by post are returned to the Company undelivered or left uncashed on two consecutive occasions the Company shall not be obliged to send any further dividends or other moneys payable in respect of that share due to that person until he notifies the Company of an address to be used for the purpose.

142. **Unclaimed dividends**

All dividends, interest or other sum payable and unclaimed for 12 months after having become payable may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of six years after having become due for payment shall (if the Board so resolves) be forfeited and shall revert to the Company.

143. **Waiver of dividends**

The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death, bankruptcy or mental disorder of the holder or otherwise by operation of law) and delivered to the Company and only if or to the extent that the same is accepted as such or acted upon by the Company.

144. **Payment of scrip dividends**

144.1 **Authority to pay scrip dividends**

The Board may with the prior authority of an Ordinary Resolution of the Company and subject to such conditions as the Board may determine, provided that the Company has a sufficient number of shares authorised for allotment to give effect to it, offer to any holders of shares the right to elect to receive shares of the same class credited as fully paid, in whole or in part instead of cash in respect of the whole or some part (to be determined by the Board) of any dividend declared in accordance with Article 133 or 134 and specified by the resolution. The following provisions shall apply:

- (a) the said resolution may specify a particular dividend, or may specify all or any dividends declared within a specified period or periods but such period may not end later than the beginning of the fifth annual general meeting following the date of the meeting at which such resolution is passed;
- (b) the entitlement of each shareholder to new shares of the same class shall be such that the relevant value of the entitlement shall, unless the Board otherwise determines, be as nearly as possible equal to the cash amount (disregarding any tax credit) of the dividend that such holder would have received by way of dividend. For this purpose "**relevant value**" shall be calculated by reference to the average of the middle market quotations for the shares of that class on the recognised investment exchange(s) or securities list(s) to which such shares are admitted for the day on which the shares of that class are first quoted "ex" the relevant dividend and the four subsequent dealing days, or in such other manner as the Board may determine on such basis as it considers to be fair and reasonable. A certificate or report by the Auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount and in giving such a certificate or report the Auditors may rely on advice or information from such brokers or other sources of information as they think fit;
- (c) no fractions of a share shall be allotted and the Directors may make such provision as they think fit for dealing with the case of shares otherwise becoming distributable in fractions including provisions whereby, in whole or in part, the benefit of the fractional entitlements accrues to the Company rather than to the members concerned;

- (d) the Directors may specify a minimum number of shares in respect of which the right of election may be exercised;
- (e) the Board shall, after determining the basis of allotment, notify the holders of the shares of the relevant class in writing of the right of election offered to them and specify the procedure to be followed and place at which and the latest time by which (being at least 21 clear days after the despatch of the notice) elections must be lodged in order to be effective. A form of election lodged in respect of a particular dividend in relation to which the Directors have announced their intention to offer elections may not be revoked as regards the said dividend unless prior to the latest time specified by the Directors for lodgement of elections in respect of the said dividend written notice of revocation is lodged at the place specified by the Directors as aforesaid;
- (f) the Board may exclude from any offer or impose any restrictions on any holders of shares of the relevant class or any shares on which dividends are payable in foreign currency as they think necessary or desirable where the Board considers that the making of the offer to them or in respect of such shares would or might involve the contravention of the laws of any territory or that such exclusions or restrictions are necessary or expedient;
- (g) the Board may determine that every duly effected election in respect of any shares shall be binding on every successor in title to their holder;
- (h) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on shares in respect of which an election has been duly made ("**the elected shares**") and instead additional shares shall be allotted to the holders of the shares on the basis of allotment determined as aforesaid. A Board resolution capitalising any such amount which could have otherwise been applied in paying a dividend shall have the same effect as if such capitalisation had been declared by Ordinary Resolution of the Company in accordance with Article 146 (Capitalisation of profits) and in relation to any such capitalisation the Board may exercise all the powers conferred on them by Article 146 (Capitalisation of profits) without need of such resolution;
- (i) the additional shares so allotted shall rank *pari passu* in all respects with each other and with the fully paid shares of the same class in issue on the record date for the dividend in respect of which the right of election has been offered except that they will not rank for any dividend or other distribution or other entitlement (including the relevant dividend and the share election in lieu of such dividend) which has been declared, paid or made by reference to such record date or any earlier record date; and
- (j) the Board may terminate, suspend or amend any offer of the right to elect to receive shares in lieu of any cash dividend at any time (whether temporarily or otherwise) and shall not proceed with any election unless the Company has a sufficient number of shares of the relevant class authorised for allotment and the Directors are satisfied, on reasonable grounds, that the Company will, immediately after such issuance, satisfy the Solvency Test.

144.2 ***Election mandates***

The Board may also from time to time establish or vary a procedure for election mandates, under which a holder of shares may elect to receive shares of the same class credited as fully paid instead of cash in respect of all or certain future rights offered to that holder under this Article 144 until the election mandate is revoked in accordance with any such procedure.

144.3 ***Admission of shares***

The Company shall apply to the relevant regulatory authority for the additional shares so allotted to be admitted to the recognised investment exchange(s) or securities list(s) to which the Company's existing issued shares of the relevant class are admitted.

145. **Directors' powers**

The Directors shall have power to do all acts and things as they consider necessary or expedient to give effect to Article 144.

146. **Capitalisation of profits**

The Board may with the authority of an Ordinary Resolution of the Company:

- (a) subject as provided in this Article 146, resolve to capitalise any profits of the Company not required for paying any preferential dividend;
 - (b) appropriate the sum resolved to be capitalised, on the date specified in the resolution, to the holders of shares in proportion to the number of issued shares (whether or not fully paid) held by them respectively which would entitle them to participate in a dividend of that sum if the shares were fully paid and the sum were then distributable and were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amount, if any, for the time being unpaid on any share held by them respectively or in paying up in full unissued shares or debentures of the Company and allot the shares or debentures credited as fully paid to those holders of shares or as they may direct in those proportions or partly in one way and partly in the other;
 - (c) resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividends only to the extent that such partly paid shares rank for dividends;
 - (d) make such provision by the issue of fractional certificates (or by ignoring fractions or by accruing the benefit of it to the Company rather than to the holders of the shares concerned) or by payment in cash or otherwise as it thinks fit in the case of shares or debentures becoming distributable in fractions;
 - (e) authorise any person to enter into, on behalf of all the shareholders concerned, an agreement with the Company providing for either:
 - (i) the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation; or
 - (ii) the payment up by the Company on behalf of such holders by the application by it of the sum resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares,(any agreement made under such authority being effective and binding on all such holders); and
 - (f) generally do all acts and things required to give effect to such resolution,
- provided that the Directors are satisfied, on reasonable grounds, that the Company will, immediately after such capitalisation, satisfy the Solvency Test.

147. Record dates

Notwithstanding any other provision of these Articles but subject always to the Act and without prejudice to the rights attached to any shares, the Company or the Board may fix any date (the "**record date**") as the date at the close of business (or such other time as the Board may determine) on which persons registered as the holders of shares or other securities shall be entitled to the receipt of any dividend, distribution, interest, allotment, issue, information, document or circular. Such record date may be on or at any time within six months before any date on which such dividend, distribution, interest, allotment, issue, information, document or circular is declared, paid or made but without prejudice to the rights inter se in respect of the same of transfers and transferees of any such shares or other securities. In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.

V. Accounts and Records

148. Records

148.1 The Board shall cause accounting records to be kept in accordance with the Act and shall keep such other books and registers as are necessary to comply with the Act and the rules of any relevant securities list(s) or recognised investment exchange(s).

148.2 The Company shall keep all documents and records required to be kept in accordance with the Act at the office of the Registered Agent. The records kept by the Company under this Article 148 must be kept in written form or either wholly or partly as electronic records complying with the requirements of the Electronic Transactions Act 2000.

149. Inspection of records

149.1 A Director of the Company shall be entitled, on giving reasonable notice, to inspect the documents and records of the Company in written or electronic form without charge and at any reasonable time specified by such Director and to make copies of or take extracts from the documents and records.

149.2 No member (other than a Director) shall have any right to inspect any accounting record or other document of the Company unless he is authorised to do so by statute, by order of the Court, by the Board or by Ordinary Resolution of the Company.

150. **Auditors, Audit and Distribution of Accounts**

150.1 The first Auditors shall be appointed by the Directors. Subsequent Auditors shall be appointed by Ordinary Resolution. The Auditors may be removed by the Directors or by Ordinary Resolution.

150.2 No member, Director or other officer of the Company shall be eligible to be Auditors.

150.3 The remuneration of the Auditors may be fixed by the Directors.

150.4 The Auditors shall examine the accounts of the Company and shall prepare a report on the truth and fairness of the balance sheet, profit and loss account and group accounts (if any).

150.5 A printed copy of the Directors' and Auditors' reports accompanied by printed copies of the annual accounts (including every document required by law to be comprised in them or annexed or attached to them) shall, not less than 21 clear days before the meeting before which they are to be laid, be delivered or be sent by post to every member and holder of debentures of the Company and to the Auditors and to every other person who is entitled to receive notice of general meetings. However, this Article 150.5 shall not require a copy of those documents to be sent to any person who under the provisions of these Articles is not entitled to receive notices from the Company or of whose address the Company is unaware or to any holder of debentures of whose address the Company is unaware or to more than one of the joint holders of any shares or debentures. Any member to whom such documents are sent shall be entitled to receive a further copy, free of charge, on application at the Office. If all or any of the shares in or debentures of the Company are listed or dealt in on any stock exchange, there shall at the same time be forwarded to that stock exchange such number of copies of each of those documents as the regulations of that stock exchange may require. The accidental omission to deliver or send a copy of any document required to be delivered or sent to any person pursuant to this Article or the non-receipt of any document by any person entitled to receive it does not invalidate any such document or the proceedings at any general meeting.

W. **Destruction and authentication of documents**

151. **Destruction of documents**

151.1 ***Documents which may be destroyed***

Subject to the Act and the rules of any relevant securities list(s) or recognised investment exchange(s), the Company may destroy:

- (a) any instrument of transfer after six years from the date on which it is registered;
- (b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address after two years from the date on which it is recorded;
- (c) any registered certificate for debentures or representing any other form of securities after one year from the date on which it is cancelled;
- (d) any other document on the basis of which any entry in the Register is made after six years from the date on which an entry was first made in the Register in respect of it;
- (e) all paid dividend warrants and cheques at any time after the expiration of one year from the date of actual payment thereof; and
- (f) all instruments of proxy which have been used for the purpose of a poll at any time after the expiration of one year from the date of such use and all instruments of proxy which have not been used for the purpose of a poll at any time after one month from the end of the meeting to which the instrument of proxy relates and at which no poll was demanded.

Provided that the Company may destroy any such type of document after such shorter period

as the Board may determine if a copy of such document is retained on microfilm or other similar means which shall not be destroyed before the expiration of the relevant period and provided that adequate precautions against falsification and to share reproduction are taken.

151.2 *Presumption in respect of destroyed documents*

It shall be conclusively presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of a document so destroyed was duly and properly made, that every instrument of transfer so destroyed was duly registered, that every share certificate so destroyed was a valid and effective certificate duly cancelled, that every other document so destroyed had been properly dealt with in accordance with its terms and was valid and effective in accordance with the particulars in the records of the Company, provided that:

- (a) this Article 151 shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant;
- (b) nothing in this Article 151 shall be construed as imposing on the Company any liability in respect of the destruction of any such document or otherwise than as provided for in this Article 151 which would not attach to the Company in the absence of this Article 151; and
- (c) references in this Article 151 to the destruction of any document include references to the disposal of it in any manner.

152. *Authentication of documents*

Any document requiring authentication or attestation by the Company may be authenticated or signed by any person acting under the express or implied authority of the Company, and need not be under Seal.

X. *Notices*

153. *Form of notices*

153.1 Notwithstanding anything to the contrary in these Articles, any notice, document or information to be given, sent, issued, deposited, served, delivered or lodged (or the equivalent where it is sent in electronic form) to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing and any such notice, document or information shall be deemed given, sent, issued, deposited, served, delivered or lodged, or the equivalent where it is sent in electronic form, to an address for the time being notified for that purpose to the person giving the notice.

153.2 Subject to Article 153.3 below, any notice, document or information is validly sent or supplied by the Company if it is made available on a website.

153.3 For the purposes of Article 153.1 above, notices, documents or information shall be treated as being validly sent or supplied by the Company to a person if made available on a website, provided that:

- (a) the person has agreed or, by virtue of not responding within the period of 28 days beginning with the date on which the Company's request was sent (whether or not all or part of such 28 days period took place prior to these Articles coming into effect), is taken to have agreed, to being sent or supplied with notices, documents or information in such manner; and
- (b) a notification is sent to the person in a manner for the time being agreed between the Company and the person (and if no such manner has been agreed then by letter), notifying him of:
 - (i) the publication of that notice, document or information on the website;
 - (ii) the address of the website; and
 - (iii) the place on the website where the document, notice or information can be accessed and how it can be accessed.

153.4 Any notice, document or information made available on a website by the Company in accordance with this Article 153 must be available on the website throughout any applicable period specified by law, or, if no such period is specified, then for 28 days beginning on the day on which the notification under Article 153.3(b) is sent to the person in question.

- 153.5 Any notice, document or information shall be treated as being validly sent or supplied by the Company if it is sent by electronic mail to a person, provided that that person has agreed to being sent or supplied with notices, documents or information in such manner and has provided the Company with an electronic mail address for that purpose.
- 153.6 Where a notice, document or information is sent or supplied to the Company by a person on behalf of another, the Company may require reasonable evidence of the authority of the former to act on behalf of the latter.
- 153.7 Any amendment or revocation of a notification given to the Company under this Article shall only take effect if in writing, authenticated by the member and on actual receipt by the Company thereof.
- 153.8 An electronic communication shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

154. Service of notice on members

- 154.1 The Company may give any notice, document (including a share certificate) or information to a member, either personally or by sending it by post or other delivery service in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by any other means authorised in writing by the member concerned or, in the circumstances referred to in Article 151, by sending it in electronic form to an address for the time being notified to the Company by the member or making it available on a website.
- 154.2 In the case of joint holders of a share, all notices, documents or information shall be given to the joint holder whose name stands first in the Register in respect of the joint holding. Notice so given shall be sufficient notice to all the joint holders. Anything agreed or specified by the first-named joint holder in respect of a joint holding shall be binding on all joint holders.
- 154.3 Any notice to be given to a member may be given by reference to the Register as it stands at any time within the period of 15 days before the notice is given (subject to the Uncertificated Regulations if the Company is then a participating issuer for the purposes of the Uncertificated Regulations) and no change in the Register after that time shall invalidate the giving of the notice.
- 154.4 If on at least two consecutive occasions the Company has attempted to send notices, documents or information in electronic form to an address for the time being notified to the Company by a member for that purpose (other than a notice of general meeting or annual general meeting sent in accordance with Article 51) but the Company is aware that there has been a failure of delivery of such notice, document or information, then the Company shall thereafter send notices, documents or information through the post to such member at his registered address or his address for the service of notices by post, in which case the provisions of Article 154.5 shall apply.
- 154.5 If on two consecutive occasions notices (other than a notice of general meeting or annual general meeting sent in accordance with Article 51) or other documents (other than documents to which Article 139 applies) or information (other than information to which Article 139 applies) have been sent through the post to any member at his registered address or his address for the service of notices but have been returned undelivered, such member shall not thereafter be entitled to receive notices or other documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address for the service of notices or, if the Board in its absolute discretion permits, an address to which notices, documents or information may be sent in electronic form.

155. Notice in case of death, bankruptcy etc

The Company may send or supply any notice, document or information on the person entitled to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law, by sending or delivering it in any manner authorised by these Articles for the giving of a notice, document or information to a member, addressed to that person by name, or by the title of the representative of the deceased or of the trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) to which notices, documents or information may be sent by electronic means supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, any notice, document, information or other communication sent or supplied to any member pursuant to these Articles in any manner in which it might have been sent or supplied if the death, bankruptcy or other event had not occurred shall,

notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the Company has notice of the death, bankruptcy or other event, be deemed to have been properly served or delivered in respect of any share registered in the name of that member as sole or joint holder.

156. Evidence of service

- 156.1 Any notice, certificate or other document or information, addressed to a member at his registered address or address for service shall, if sent by post, be deemed to have been served or delivered on the Business Day after the day when it was put in the post (or, where second-class mail is employed, on the second Business Day after the day when it was put in the post). Proof that an envelope containing the notice, document or information was properly addressed and put into the post as a prepaid letter shall be conclusive evidence that the notice was given. Any notice, certificate or other document or information not sent by post but delivered or left at a registered address or address for service shall be deemed to have been served or delivered on the day (or, if not a Business Day, the next Business Day) and at the time on which it was so delivered or left.
- 156.2 Any notice or other document or information addressed to a member shall, if sent using electronic means, be deemed to have been served or delivered on the day it was first sent or, if the day it is sent is not a Business Day, on the next Business Day. In proving such service or delivery it shall be conclusive to prove that the address used for the electronic communication was the address supplied for such purpose and that the electronic communication was properly dispatched by the Company, notwithstanding that the Company becomes aware that the member has failed to receive the relevant notice and notwithstanding that a hard copy of such notice, document or information is subsequently sent to the member at his registered address or address for service.
- 156.3 Any notice or other document sent or supplied by means of a website shall be deemed received by the intended recipient when the material was first made available on the website or, if later, when the recipient received or is deemed to have received, notice of the fact that the material was made available on the website, notwithstanding that the Company becomes aware that the member has failed to receive the relevant notice or other document and notwithstanding that a hard copy of such notice or document is subsequently sent to the member at his registered address or address for service.
- 156.4 In calculating any period for the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.
- 156.5 Any notice or other document or information sent by a relevant system shall be deemed to have been served or delivered when the Company (or a sponsoring system - participant acting on its behalf) sends the issuer instructions relating to the notice, document or information.
- 156.6 Any member present, either personally or by proxy, at any general meeting of the Company or of the holders of any class of shares in the Company shall for all purposes be deemed to have received due notice of that meeting, and of the purposes for which the meeting was called.

157. Notice binding on transferees

Every person who, by operation of law, transfers or by any other means becomes entitled to a share shall be bound by any notice in respect of that share (other than in respect of an Information Notice) which, before his name is entered in the Register, has been duly given to a person from whom he derives his title.

158. Notice by advertisement

Any notice to be given by the Company to the members or any of them and not otherwise provided for by these Articles shall be sufficiently given if given by advertisement in at least one leading daily national newspaper published in the United Kingdom and, where the Company keeps an overseas branch register, in at least one leading daily newspaper published in the territory in which such register is maintained. Any notice given by advertisement shall be deemed to have been served at noon on the day on which the advertisement first appears.

159. Suspension of postal services

If at any time by reason of the threat of or of the suspension, interruption or curtailment of

postal services within the British Isles, the Company is or would be unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least two leading daily national newspapers in the United Kingdom (at least one of which shall be published in London) and, where the Company keeps an overseas branch register, in at least one leading daily newspaper published in the territory in which such register is maintained. Such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day on which the first of such advertisements appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses again becomes practicable.

Y. Winding up

160. Division of assets

160.1 *Power to present a petition*

The Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.

160.2 *Distribution of assets*

If the Company is wound up, the surplus assets remaining after payment of all creditors are to be divided among the members in proportion to the capital which at the commencement of the winding up is paid up on the shares held by them respectively and, if such surplus assets are insufficient to repay the whole of the paid up capital, they are to be distributed so that as nearly as may be the losses are borne by the members in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively. This Article 160.2 is subject to the rights attached to any shares which may be issued on special terms or conditions.

160.3 *Distribution in specie*

If the Company is wound up the liquidator may, with the sanction of an Ordinary Resolution and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may for that purpose value any assets and determine how the division shall be carried out as between the members or different classes of members. Any such division may be otherwise than in accordance with the existing rights of the members but if any division is resolved otherwise than in accordance with such rights the members shall have the same right of dissent and consequential rights as if such resolution were a special resolution passed pursuant to section 222 of the Companies Act 1931. The liquidator may with the like sanction vest the whole or any part of the whole of the assets in trustees on such trusts for the benefit of the members as he with the like sanction shall determine but no member shall be compelled to accept any assets on which there is a liability.

161. Transfer or sale under section 222 of the Companies Act 1931

A resolution sanctioning a transfer or sale to another company duly passed pursuant to section 222 of the Companies Act 1931 may in the like manner authorise the distribution of any shares or other consideration receivable by the liquidator among the members otherwise than in accordance with their existing rights and any such determination shall be binding on all the members, subject to the right of dissent and consequential rights conferred by the said section.

Z. Indemnity

162. Right to indemnity

Subject to the provisions of the Act, but without prejudice to any indemnity to which he may be otherwise entitled, every Director, alternate Director or officer of the Company (other than an Auditor) shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities incurred by him in the actual or purported execution or discharge of his duties or exercise of his powers or otherwise in relation to them including (without prejudice to the generality of the foregoing) any liability incurred defending any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as an officer, auditor, or employee of the Company and in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by any court of

competent jurisdiction from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company provided that the indemnity shall be void and of no effect unless the indemnified person acted honestly and in good faith and in what such person believed to be in the best interests of the Company and, in the case of criminal proceedings, which the indemnified person had no reasonable cause to believe that their conduct was unlawful.

163. **Power to insure**

Subject to the provisions of the Act, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Director or other officer or employee of the Company or of any other company which is a subsidiary or holding company of the Company or in which the Company has an interest whether direct or indirect or which otherwise is in any way allied to or associated with the Company or of any subsidiary or holding company of the Company or of any such company or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of the Company or of any such other company or subsidiary is or has been interested indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer, employee or trustee.

REGULATION OF GAMING ACTIVITIES

Suspension of rights of members and mandatory sale of shares

164. If the Company determines that a Shareholder Regulatory Event (as defined in Article 168 below) has occurred, it may, in its absolute discretion and at any time, by notice in writing to a holder of any shares in the Company to whom the Shareholder Regulatory Event relates (or to whom the Company reasonably believes it relates) or in whose shares a person is interested to whom the Shareholder Regulatory Event relates (or to whom the Company reasonably believes it relates), suspend with immediate effect (or with effect from such date as the notice may specify) all or some (as the notice specifies) of the following rights attaching to all or some (as the notice specifies) of the shares held by that holder of shares in the Company:

- (a) the right to attend and to speak at meetings of the Company and to vote either personally or by proxy at a general meeting or to demand a poll exercisable in respect of the shares;
- (b) the right to receive any payment or distribution (whether by way of dividend or otherwise); and
- (c) the right to the issue of further shares or other securities in respect of the shares.

165. If the Company determines that a Shareholder Regulatory Event has occurred, it may, in its absolute discretion and at any time, by notice in writing (a "**Disposal Notice**") to a holder of any shares in the Company to whom the Shareholder Regulatory Event relates (or to whom the Company reasonably believes it relates) or in whose shares a person is interested to whom the Shareholder Regulatory Event relates (or to whom the Company reasonably believes it relates), require the recipient of the Disposal Notice or any person named therein as interested in (or reasonably believed to be interested in) shares of the Company held by the recipient of the notice (an "**interested person**") to dispose of all or some (as the notice specifies) of the shares held by the recipient of the notice or the interest held by any interested person named in the Disposal Notice (as the notice specifies) and for evidence in a form satisfactory to the Company that such disposal shall have been effected to be supplied to the Company within 14 days from the date of the Disposal Notice or within such other period as the Company (in its absolute discretion) considers reasonable. The Company may withdraw a Disposal Notice so given whether before or after the expiration of the period referred to therein if it appears to the Company that the grounds or purported grounds for its service do not exist or no longer exist.

166. If a Disposal Notice is not complied with in accordance with its terms or otherwise not complied with to the satisfaction of the Company within the time specified, and has not been withdrawn, the Company shall in its absolute discretion be entitled, so far as it is able, to dispose of the shares specified in the Disposal Notice at the best price reasonably obtainable in all the circumstances and shall give written notice of any such disposal to those persons on whom the Disposal Notice was served, subject to

complying with all applicable law and regulation, the Company itself may acquire the shares. Any such disposal by the Company shall be completed as soon as reasonably practicable after the expiry of the time specified in the Disposal Notice provided that a disposal may be suspended during any period when dealings by the Directors in the Company's shares are not permitted by applicable law or regulation but any disposal so suspended shall be completed within 30 days after the expiry of the period of such suspension.

167. Neither the Company nor any director, officer, employee or agent of the Company shall be liable to any holder of or any person having any interest in the shares disposed of in accordance with Articles 164 to 166 (inclusive) or to any other person provided that, in disposing of such shares, the Company acts in good faith within the period specified in this above. For the purpose of effecting any disposal of shares held in uncertificated form which were the subject of a Disposal Notice, the Company may make such arrangements on behalf of the registered holder of the shares as it may think fit to transfer title to those shares through a relevant system (as defined in the Uncertificated Regulations). For the purpose of effecting any disposal of shares held in certificated form which were the subject of a Disposal Notice, the Company may authorise in writing any director, officer, employee or agent of the Company to execute any necessary transfer instrument on behalf of the registered holder(s) and may issue a new share certificate or other document of title to the purchaser and enter the name of the transferee in the register of members. The net proceeds of such disposal shall be received by the Company whose receipt shall be a good discharge for the purchase money and shall be paid (without any interest being payable thereon) to the former registered holder upon surrender by him of the share certificate or other document of title in respect of the shares sold and formerly held by him. The transferee shall not be bound to see the application of such proceeds and once the name of the transferee has been entered in the register of members in respect of the shares, the validity of the transfer shall not be questioned. Any delay on the part of the Company in the performance of the provisions of Articles 164 to 166 (inclusive) shall not in any way invalidate the transfer of any shares made hereunder or any other steps undertaken in connection therewith. Save as otherwise specifically provided by Articles 164 to 166 (inclusive) the manner, timing and terms of any disposal by the Company shall be determined by the Company and the Company may take advice from such persons as are considered by it to be appropriate as to such manner, timing and terms and shall not be liable to any person for the consequences of reliance on such advice.
168. For the purposes of Articles 164 to 167 (inclusive) a **"Shareholder Regulatory Event"** occurs if:
- (a) a Gaming Regulatory Authority informs the Company or any member of its Group that any holder of any shares in the Company or any person interested or believed to be interested in shares of the Company is for whatever reason:
 - (i) unsuitable to be a holder of or person interested in shares of the Company;
 - (ii) not licensed or qualified to be a holder of or person interested in shares of the Company; or
 - (iii) disqualified as a holder of or person interested in shares of the Company,under any legislation regulating the operation of any betting, gaming or lottery activity or any activity ancillary or related thereto undertaken or to be undertaken by the Company or any member of its Group or any other company, partnership or other business entity in which the Company or any member of its Group is interested;
 - (b) a Gaming Regulatory Authority by reason, in whole or in part, of the interest of any person or persons (direct or indirect) in shares of the Company (or by its belief as to the interest of any person or persons in such shares) has:
 - (i) refused or indicated to the Company or any member of its Group or any other company, partnership or other business entity in which the Company or any member of its Group is interested that it will or is likely to or may refuse;

- (ii) revoked or cancelled or indicated to the Company or any member of its Group or any other company, partnership or other business entity in which the Company or any member of its Group is interested that it will or is likely to or may revoke or cancel;
- (iii) opposed or indicated to the Company or any member of its Group or any other company, partnership or other business entity in which the Company or any member of its Group is interested that it will or is likely to or may oppose; or
- (iv) imposed any condition or limitation which may have a material adverse impact upon the operation of any betting, gaming or lottery activity or any activity ancillary or related thereto undertaken or to be undertaken by the Company or other entity in which the Company or any member of its Group is interested, or upon the benefit of which the Company or any other member of its Group derives or is likely to derive from the operation by any other member of its Group or any other company, partnership, body corporate or other entity in which the Company or any member of its Group is interested in any betting, gaming or lottery activity or any activity ancillary or related thereto or indicated to the Company or any member of its Group or any such other company, partnership, body corporate or other entity that it will or is likely to or may impose any such condition or limitation, in relation to,

the grant, renewal, or the continuance of any registration, licence, waiver, approval, finding of suitability, consent or certificate required by any legislation regulating (or code of conduct or practice recognised or endorsed by the Gaming Regulatory Authority relevant to) the operation of any betting, gaming or lottery activity or any activity ancillary or related thereto undertaken or to be undertaken by the Company or any member of its Group or any other company, partnership or other business entity in which the Company or any member of its Group is interested, which is held by or has been applied for by the Company or any member of its Group or other such person.

169. For the purpose of Articles 164 to 168 (inclusive):

- (a) the Company may, in determining the reason for any action or potential action of a Gaming Regulatory Authority, have regard to any statements or comments made by any members, officers, employees or agents of the Gaming Regulatory Authority whether or not such statements or comments form part of or are reflected in any official determination issued by the Gaming Regulatory Authority, and may act notwithstanding any appeal in respect of the decision of any Gaming Regulatory Authority;
- (b) a **“Gaming Regulatory Authority”** means any authority wherever located (whether a government department, independent body established by legislation, a self-regulating organisation, court, tribunal, commission, board, committee or otherwise) vested with responsibility (with or without another or others) for the conduct of any betting, gaming or lottery activity or any activity ancillary or related thereto;
- (c) the Board may exercise the powers of the Company and, for the avoidance of doubt, any powers, rights or duties conferred by Articles 164 to 168 (inclusive) on the Company and exercisable by the Board can be exercised by a duly authorised committee of the Board or any person(s) to whom authority has been delegated by the Board or any such committee of the Board, as applicable;
- (d) any resolution or determination of, or any decision or the exercise of any discretion or power under Articles 164 to 168 (inclusive) by, the Company, the Board, a duly authorised committee of the Board or any person to whom authority has been delegated thereby shall be final and conclusive and binding on all concerned, and neither the Company, the Board nor any person acting under the authority thereof shall be obliged to give any reason(s) therefore;
- (e) **“interested”** in relation to the Company’s shares shall be construed in accordance with sections 820 to 825 of the UK 2006 Companies Act;
- (f) betting, gaming or lottery activity or any activity ancillary or related thereto includes (but is not limited to) the provision of online services to customers in

connection with such activity or activities and shall include the provision of financial services; and

- (g) references to the “**Group**” are to the Company and its subsidiary undertakings (as defined in s1162 of the UK 2006 Companies Act).