

TERRITORY OF THE BRITISH VIRGIN ISLANDS

THE BVI BUSINESS COMPANIES ACT 2004

**MEMORANDUM OF ASSOCIATION**

**OF**

**Phoenix Global Mining Ltd**

A COMPANY LIMITED BY SHARES

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. In this Memorandum of Association and the attached Articles of Association, if not inconsistent with the subject or context:

“**AIM**” means the AIM market operated by the London Stock Exchange;

“**AIM Rules**” the Rules of the London Stock Exchange applicable to companies, governing admission to and the operation of AIM, as amended from time to time;

“**Board**” means the board of directors of the Company appointed or elected from time to time pursuant to these Articles and “**a director**” or “**the directors**” shall be construed accordingly;

“**Business Day**” means a week day on which banks are generally open for business in the City of London and the British Virgin Islands;

“**BVI Companies Act**” means the BVI Business Companies Act, 2004, as amended from time to time, and includes the BVI Business Companies Regulations, 2012 and any other regulations made under the BVI Companies Act;

“**Articles**” means the Articles of Association of the Company as amended from time to time;

“**Chairman of the Board**” has the meaning specified in **Article 13**;

“**City Code**” the UK City Code on Takeovers and Mergers, as the same may be amended or supplemented from time to time;

“**Clear Days**” in relation to the sending of a notice means the period excluding the day on which a notice is sent or deemed to be sent and the day for which it is sent or on which it is to take effect;

“**CREST**” the electronic system for the transfer of shares and other securities operated by CRESTCo Limited;

“**CREST Rules**” means the operating rules of CREST;

“**Distribution**” in relation to a distribution by the Company to a Shareholder means the direct or indirect transfer of an asset, other than Shares, to or for the benefit of the Shareholder, or the incurring of a debt to or for the benefit of a Shareholder, in relation to Shares held by a Shareholder, and whether by means of a purchase of an asset, the purchase, redemption or other acquisition of Shares, a distribution of indebtedness or otherwise, and includes a dividend;

“**electronic**” actuated by electric, magnetic, electro-magnetic, electro-chemical or electro-mechanical energy and "by electronic means" means by any manner capable of being so actuated and shall include e-mail and/or other data transmission service;

“**Electronic Communications**” means the documents or information sent or supplied in such electronic form and by such electronic means as provided for by and in satisfaction of the requirements of the Electronic Transactions Act;

“**Electronic Transactions Act**” means the Electronic Transactions Act, 2001 of the British Virgin Islands;

“**Eligible Person**” means individuals, corporations, trusts, the estates of deceased individuals, partnerships and unincorporated associations of persons;

“**FSMA**” the UK Financial Services and Markets Act 2000 including any modification or re-enactment of it for the time being in force;

“**held**” in relation to shares, the shares entered in the share register as being held by a Member and the term "holder" shall be construed accordingly;

“**London Stock Exchange**” London Stock Exchange plc or any successor body carrying on its functions;

“**Memorandum**” means the Memorandum of Association of the Company as amended from time to time;

“**Recognised Clearing House**” shall have the meaning ascribed by section 285 of the FSMA;

“**Recognised Investment Exchange**” shall have the meaning ascribed by section 285 of the FSMA;

“**Recognised Person**” a Recognised Clearing House, a Recognised Investment Exchange or a nominee of a Recognised Clearing House or of a Recognised Investment Exchange;

“**Registrar**” means the Registrar of Corporate Affairs appointed under section 229 of the BVI Companies Act;

“**Regulations**” the United Kingdom Uncertificated Securities Regulations 2001 as the same may be amended or modified from time to time, being the paperless settlement of trades and the holdings of uncertificated Shares of which CRESTCo is the operator;

“**relevant system**” means any computer-based system, and procedures, from time to time permitted by the Regulations and the rules of the London Stock Exchange, which enable title to units of a security to be evidenced and transferred without a written instrument and which facilitate supplementary and incidental matters and shall include, without limitation, the Relevant System of which CRESTCo Limited is the operator;

“**Resolution of Directors**” means either:

- (a) a resolution approved at a duly convened and constituted meeting of directors of the Company or of a committee of directors of the Company by the affirmative vote of a majority of the directors present at the meeting who voted except that where a director is given more than one vote, he shall be counted by the number of votes he casts for the purpose of establishing a majority; or
- (b) a resolution consented to in writing by the majority of directors or by the majority of members of a committee of directors of the Company, as the case may be;

“**Resolution of Shareholders**” means a resolution approved at a duly convened and constituted meeting of the Shareholders of the Company by the affirmative vote of a majority of in excess of 50% of the votes of the Shares entitled to vote thereon which were present at the meeting and were voted; or

“**Seal**” means any seal which has been duly adopted as the common seal of the Company;

“**Securities**” means Shares and debt obligations of every kind of the Company, and including without limitation options, warrants and rights to acquire shares or debt obligations;

“**Share**” means a share issued or to be issued by the Company;

“**Shareholder**” means an Eligible Person whose name is entered in the register of members of the Company as the holder of one or more Shares or fractional Shares;

“**Special Resolution**” means a resolution of the members approved by a 75 per cent. majority of the votes of the Shares entitled to vote thereon which were present at the meeting and were voted;

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

“**UK**” Great Britain and Northern Ireland;

“**UK Companies Act**” the UK Companies Act 2006 including any modification or re-enactment of it for the time being in force; and

“**written**” or any term of like import includes information generated, sent, received or stored by electronic, electrical, digital, magnetic, optical, electromagnetic, biometric or photonic means, including electronic data interchange, electronic mail, telegram, telex or telecopy, and “**in writing**” shall be construed accordingly.

1.2. In the Memorandum and the Articles, unless the context otherwise requires a reference to:

- (a) an “**Article**” is a reference to a regulation of the Articles;
- (b) a “**Clause**” is a reference to a clause of the Memorandum;
- (c) voting by Shareholders is a reference to the casting of the votes attached to the Shares held by the Shareholder voting;
- (d) the BVI Companies Act, the Memorandum or the Articles is a reference to the BVI Companies Act or those documents as amended or, in the case of the BVI Companies Act, any re-enactment thereof; and
- (e) the singular includes the plural and vice versa.

1.3. Any words or expressions defined in the BVI Companies Act unless the context otherwise requires bear the same meaning in the Memorandum and the Articles unless otherwise defined herein.

1.4. Headings are inserted for convenience only and shall be disregarded in interpreting the Memorandum and the Articles.

## **2. NAME**

The name of the Company is Phoenix Global Mining Ltd.

## **3. STATUS**

The Company is a company limited by shares.

## **4. REGISTERED OFFICE AND REGISTERED AGENT**

4.1 The first registered office of the Company is at Akara Bldg., 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands, the office of the first registered agent.

4.2 The first registered agent of the Company is Mossack Fonseca & Co. (B.V.I.) Ltd., P.O. Box 3136, Road Town, Tortola, British Virgin Islands.

4.3 The Company may by Resolution of Shareholders or by Resolution of Directors change the location of its registered office or change its registered agent.

4.4 Any change of registered office or registered agent will take effect on the registration by the Registrar of a notice of the change filed by the existing registered agent or a legal practitioner in the British Virgin Islands acting on behalf of the Company.

4.5 If at any time the Company does not have a registered agent it may, by Resolution of Shareholders or Resolution of Directors, appoint a registered agent.

## **5. CAPACITY AND POWERS**

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

(a) full capacity to carry on or undertake any business or activity, do any act or enter into any transaction; and

(b) for the purposes of paragraph (a), full rights, powers and privileges.

5.2 For the purposes of section 9(4) of the BVI Companies Act, there are no limitations on the business that the Company may carry on.

## **6. NUMBER AND CLASSES OF SHARES**

6.1 The Company shall not have an authorised share capital and the Company is authorised to issue an unlimited number of no par value Shares of a single class.

6.2 The Company may issue fractional Shares and a fractional Share shall have the corresponding fractional rights, obligations and liabilities of a whole share of the same class or series of shares.

6.3 Shares may be issued in one or more series of Shares as the directors may by Resolution of Directors determine from time to time.

## **7. RIGHTS OF SHARES**

7.1 Each Share in the Company confers upon the Shareholder:

- (a) the right to one vote at a meeting of the Shareholders of the Company or on any Resolution of Shareholders;
- (b) the right to an equal share in any dividend paid by the Company; and
- (c) the right to an equal share in the distribution of the surplus assets of the Company on its liquidation.

7.2 The Company may by Resolution of Directors redeem, purchase or otherwise acquire all or any of the Shares in the Company subject to **Article 3** of the Articles.

## **8. VARIATION OF RIGHTS**

If at any time the Shares are divided into different classes, the rights attached to any class may only be varied, whether or not the Company is in liquidation, with the consent in writing of or by a resolution passed at a meeting by the holders of not less than 75% of the issued shares in that class and the holders of not less than 75 per cent. of the issued Shares of any other class of Shares which may be affected by such variation.

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

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

## **10. REGISTERED SHARES**

10.1 The Company shall issue registered shares only.

10.2 The Company is not authorised to issue bearer shares, convert registered shares to bearer shares or exchange registered shares for bearer shares.

## **11. TRANSFER OF SHARES**

11.1 The Company shall, on receipt of an instrument of transfer complying with **Article 3.1** of the Articles, enter the name of the transferee of a Share in the register of members unless the directors resolve to refuse or delay the registration of the transfer for reasons that shall be specified in a Resolution of Directors.

11.2 The directors may not resolve to refuse or delay the transfer of a Share unless the Shareholder has failed to pay an amount due in respect of the Share.

## **12. AMENDMENT OF THE MEMORANDUM AND THE ARTICLES**

12.1 The Company may alter or modify the conditions contained in this Memorandum originally drafted or as amended from time to time by a resolution of the Shareholders approved by a 75 per cent. majority of the votes of the shares entitled to vote and voting.

12.2 Any amendment of the Memorandum or the Articles will take effect on the registration by the Registrar of a notice of amendment, or restated Memorandum and Articles, filed by the registered agent.

We, MOSSACK FONSECA & CO. (B.V.I.) LTD., of P.O. Box 3136, Road Town, Tortola, British Virgin Islands for the purpose of incorporating a BVI Business Company under the laws of the British Virgin Islands hereby sign this Memorandum of Association the 19<sup>th</sup> day of September, 2013.

Incorporator

Sgd. Dawnalee Hodge

.....

Dawnalee Hodge

Authorised Signatory

MOSSACK FONSECA & CO. (B.V.I.) LTD.

*INTENTIONALLY LEFT BLANK*

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

**ARTICLES OF ASSOCIATION**  
**OF**  
**Phoenix Global Mining Ltd**

A COMPANY LIMITED BY SHARES

**1. REGISTERED SHARES**

- 1.1. Every Shareholder is entitled to a certificate signed by a director of the Company, or any other person authorised by Resolution of Directors, or under the Seal specifying the number of Shares held by him and the signature of the director, officer or authorised person and the Seal may be facsimiles.
- 1.2. Any Shareholder receiving a certificate shall indemnify and hold the Company and its directors and officers harmless from any loss or liability which it or they may incur by reason of any wrongful or fraudulent use or representation made by any person by virtue of the possession thereof. If a certificate for Shares is worn out or lost it may be renewed on production of the worn out certificate or on satisfactory proof of its loss together with such indemnity as may be required by Resolution of Directors.
- 1.3. If several Eligible Persons are registered as joint holders of any Shares, any one of such Eligible Persons may give an effectual receipt for any Distribution.

**2. SHARES**

- 2.1. Shares and other Securities may be issued at such times, to such Eligible Persons, for such consideration and on such terms as the directors may by Resolution of Directors determine.
- 2.2. Section 46 of the BVI Companies Act (*Pre-emptive rights*) does not apply to the Company.
- 2.3. 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.
- 2.4. No Shares may be issued for a consideration other than money, unless a Resolution of Directors has been passed stating:
  - (a) the amount to be credited for the issue of the Shares;
  - (b) their determination of the directors of the reasonable present cash value of the non-money consideration for the issue; and



- 
- (c) that, in the opinion, of the directors, 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.
- 2.5. The Company shall keep a register (the “**register of members**”) containing:
- (a) the names and addresses of the Eligible Persons who hold Shares;
  - (b) the number of each class and series of Shares held by each Shareholder;
  - (c) the date on which the name of each Shareholder was entered in the register of members; and
  - (d) the date on which any Eligible Person ceased to be a Shareholder.
- 2.6. The register of members may be in any such form as the directors may approve, but if it is in magnetic, electronic or other data storage form, the Company must be able to produce legible evidence of its contents. Until the directors otherwise determine, the magnetic, electronic or other data storage form shall be the original register of members.
- 2.7. A Share is deemed to be issued when the name of the Shareholder is entered in the register of members.
- 2.8. Every Member (other than a Recognised Person or a holder of Shares in respect of which the Company is not required by law to complete and have ready for delivery a certificate) on becoming the holder of any Shares shall be entitled, without payment, to receive one certificate for all such Shares of any one class or, upon payment of such reasonable out-of-pocket expenses as the Board may from time to time determine for every certificate after the first, several certificates each for one or more of such shares of such class. In the case of a Share held jointly by several persons, delivery of a certificate to one of several joint holders shall be sufficient delivery to all. A Member (except such a Recognised Person as aforesaid) who has transferred part of the Shares comprised in his registered holding shall be entitled to a certificate for the balance without charge. Every certificate shall specify the Shares to which it relates and the amount paid up thereon. The Company shall in no case be bound to register more than four persons as the joint holders of any Shares. A certificate shall be issued within one month after the date of expiration of the right of renunciation (or within such other period as the terms of allotment provide) or (in the case of the transfer of Shares) within ten Business Days after the lodgement with the Registrar of the transfer, not being a transfer which the Company is entitled to refuse to register and does not register.
- 2.9. Nothing in these Articles shall require title to any Shares or other securities of the Company to be evidenced by a certificate if the BVI Companies Act permits otherwise.
- 2.10. Subject to the BVI Companies Act, the Board without further consultation with the holders of any Shares or securities of the Company may resolve that any class or classes of Shares or other securities of the Company from time to time in issue or to be issued may be issued, held, registered, converted to, transferred or otherwise dealt with in uncertificated form in accordance with the Regulations and practices instituted by the operator of the relevant system and no provision of these Articles will apply to any uncertificated Share or other securities of the Company to the extent that they are inconsistent with the holding of such Shares or other securities in uncertificated form or the transfer of title to any such Shares or other securities by means of a relevant system or any provision of the Regulations.
- 2.11. Conversion of Shares held in certificated form into Shares held in uncertificated form, and vice versa, may be made in such manner as the Board may, in its absolute discretion, decide (subject always to the Regulations and the requirements of the relevant system concerned). The Company shall enter on its Share register how many Shares are held by each Shareholder in uncertificated form and shall maintain the Share register in each case as is required by the Regulations and the relevant system concerned. Notwithstanding any provision of these Articles, a class or series of Shares shall not be treated as two classes by virtue only of that class or series comprising both certificated Shares and uncertificated

Shares or as a result of any provision of these Articles or the Regulations which apply only in respect of certificated or uncertificated Shares.

- 2.12. If a Share certificate is defaced, worn out, lost or destroyed it may be replaced without fee but on such terms (if any) as to evidence and indemnity and to payment of any exceptional out-of-pocket expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, in case of defacement or wearing out, on delivery up of the old certificate to the Company.
- 2.13. All forms of certificate for Shares or other securities of the Company (other than letters of allotment, scrip certificates and other like documents) shall be issued under Seal or in such other manner as the Board may authorise. The Board may by resolution determine, either generally or in any particular case or cases, that any signatures on any such certificate need not be autographic but may be affixed to such certificate by some mechanical or electronic means or may be printed thereon or that such certificate need not be signed by any person.
- 2.14. Any Shareholder receiving a Share certificate shall indemnify and hold the Company and its officers harmless from any loss or liability which it or they may incur by reason of wrongful or fraudulent use or representation made by any person by virtue of the possession of such a certificate.
- 2.15. If several persons are registered as joint holders of any Shares, any one of such persons may give an effectual receipt for any dividend payable in respect of such shares.
- 2.16. Where certificates for Shares are not required to be issued, the Company shall issue, or cause to be issued, to each Member, in accordance with the AIM Rules and the CREST Rules, statements of the holdings of Shares registered in the Member's name.

### 3. **SHARES**

#### **General**

- 3.1. Subject to the provisions of these Articles relating to authority, pre-emption rights or otherwise and any resolution of the Company in general meeting passed pursuant thereto, all unissued Shares for the time being in the Company shall be at the disposal of the Board, and the Board may (subject as aforesaid) allot (with or without conferring a right of renunciation), grant options over, or otherwise dispose of them to such persons on such terms and conditions, and at such times as it thinks fit. Without prejudice to any type of securities but with specific reference to warrants, such warrants may entitle the warrant holder to subscribe for Shares in the Company. The directors may from time to time determine, save as otherwise provided in the warrant, to vary the conditions on which the warrants are issued. The Company shall keep and maintain a register of warrant holders. A warrant holder shall be subject to the conditions from time to time in force in relation to warrants, whether such conditions are made or varied before or after the date of issue of the warrant.

#### **Authority of company required for certain allotments**

##### 3.2.

- (a) The Board shall not exercise any power of the Company to allot relevant securities, unless they are, in accordance with this **Article 3**, authorised to do so by the Company in general meeting.
- (b) In this **Article 3 "relevant securities"** means:
  - (i) Shares in the Company other than Shares shown in the Memorandum to have been taken by the subscribers to it or Shares allotted in pursuance of an employees' Share scheme, and

- (ii) any right to subscribe for, or to convert any security into, Shares in the Company (other than Shares so allotted);

and a reference to the allotment of relevant securities includes the grant of such a right but (subject to sub-paragraph (f) below) not the allotment of Shares pursuant to such a right.

- (c) Authority under this **Article 3** may be given for a particular exercise of the power or for its exercise generally, and may be unconditional or subject to conditions.
- (d) The authority must state the maximum amount of relevant securities that may be allotted under it and the date on which it will expire, which must be not more than 18 months from the date on which the resolution is passed by virtue of which the authority is given but such an authority may be previously revoked or varied by the Company in general meeting.
- (e) The authority may be renewed or further renewed by the Company in general meeting for a further period not exceeding 18 months; but the resolution must state (or restate) the amount of relevant securities which may be allotted under the authority or, as the case may be, the amount remaining to be allotted under it, and must specify the date on which the renewed authority will expire.
- (f) In relation to authority under this **Article 3** for the grant of such rights as are mentioned in sub-paragraph (b)(ii), the reference in sub-paragraph (d) (as also the corresponding reference in sub-paragraph (e)) to the maximum amount of relevant securities that may be allotted under the authority is to the maximum amount of Shares which may be allotted pursuant to the rights.
- (g) The directors may allot relevant securities, notwithstanding that authority under this **Article 3** has expired, if they are allotted in pursuance of an offer or agreement made by the Company before the authority expired and the authority allowed it to make an offer or agreement which would or might require relevant securities to be allotted after the authority expired.
- (h) A resolution of the Company to give, vary, revoke or renew such an authority shall be an ordinary resolution.
- (i) Nothing in this **Article 3** affects the validity of any allotment.

### **Offers to Shareholders to be on pre-emptive basis**

#### 3.3.

- (a) Subject to the provisions of this **Article 3 and Article 4.2 (whilst applicable)**, if the Company is proposing to allot equity securities (defined in **Article 3.5** below):
  - (i) it shall not allot any of them on any terms to a person unless it has made an offer to each person who holds relevant Shares or relevant employee Shares to allot to him on the same or more favourable terms a proportion of those securities which is as nearly as practicable equal to the proportion in nominal value held by him of the aggregate of relevant Shares and relevant employee Shares, and
  - (ii) it shall not allot any of those securities to a person unless the period during which any such offer may be accepted has expired or the Company has received notice of the acceptance or refusal of every offer so made.
- (b) Sub-paragraph (a) does not apply to a particular allotment of equity securities if these are, or are to be, wholly or partly paid up otherwise than in cash; and securities which the Company has offered to allot to a holder of relevant Shares or relevant employee Shares may be allotted to

him, or anyone in whose favour he has renounced his right to their allotment, without contravening sub-paragraph 3.3(a)(ii).

- (c) Sub-paragraph (a) does not apply to the allotment of securities which would, apart from a renunciation or assignment of the right to their allotment, be held under an employees' Share scheme.

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

#### 3.4.

- (a) Where the Board is generally authorised for the purposes of **Article 3.2**, it may be given power by Special Resolution of the Company to allot equity securities pursuant to the authority as if:
  - (i) **Article 3.3(a)** did not apply to the allotment, or
  - (ii) that sub-paragraph applied to the allotment with such modifications as the directors may determine;

and where the directors make an allotment under this sub-paragraph, **Article 3.3** has effect accordingly.

- (b) Where the Board is authorised for the purposes of **Article 3.2** (whether generally or otherwise), the Company may by Special Resolution resolve either:
  - (i) a.that **Article 3.3(a)** shall not apply to a specified allotment of equity securities to be made pursuant to that authority, or
  - (ii) b.that that sub-paragraph shall apply to the allotment with such modifications as may be specified in the resolution;

and where such a resolution is passed, **Article 3.3** has effect accordingly.

- (c) The power conferred by sub-paragraph (a) or a Special Resolution under sub-paragraph (b) ceases to have effect when the authority to which it relates is revoked or would (if not renewed) expire; but if the authority is renewed, the power or (as the case may be) the resolution may also be renewed, for a period not longer than that for which the authority is renewed, by a Special Resolution of the Company.
- (d) Notwithstanding that any such power or resolution has expired, the directors may allot equity securities in pursuance of an offer or agreement previously made by the Company, if the power or resolution enable the Company to make an offer or agreement which would or might require equity securities to be allotted after it expired.
- (e) A “Special Resolution” under sub-paragraph 3.4(b), or a special resolution to renew such a resolution, shall not be proposed unless it is recommended by the directors and there has been circulated, with the notice of the meeting at which the resolution is proposed, to the Shareholders entitled to have that notice a written statement by the directors setting out:
  - (i) their reasons for making the recommendation,
  - (ii) the amount to be paid to the Company in respect of the equity securities to be allotted, and
  - (iii) the directors' justification of that amount.

---

### Definitions for Article 3

3.5.

- (a) The following sub-paragraphs apply for the interpretation of this **Article 3**.
- (b) **"equity security"** means a relevant Share in the Company (other than a Share shown in the memorandum to have been taken by a subscriber to the Memorandum or a bonus Share), or a right to subscribe for, or to convert securities into, relevant Shares in the Company.
- (c) A reference to the allotment of equity securities or of equity securities consisting of relevant Shares of a particular class includes the grant of a right to subscribe for, or to convert any securities into, relevant Shares in the Company or (as the case may be) relevant Shares of a particular class; but such a reference does not include the allotment of any relevant Shares pursuant to such a right.
- (d) **"relevant employee Shares"** means Shares of the Company which would be relevant in it but for the fact that they are held by a person who acquired them in pursuance of an employee's Share scheme.
- (e) **"relevant Shares"** means Shares in the Company other than:
  - (i) Shares which as respects dividends and surplus assets carry a right to participate only up to a specified amount in a distribution, and
  - (ii) Shares which are held by a person who acquired them in pursuance of an employees' Share scheme or, in the case of Shares which have not been allotted, are to be allotted in pursuance of such a scheme.
- (f) A reference to a class of Shares is to Shares to which the same rights are attached as to voting and as to participation, both as respects dividends and surplus assets, in a distribution.
- (g) In relation to an offer to allot securities required by **Article 3.3(a)**, a reference in **Article 3.3** (however expressed) to the holder of Shares of any description is to whoever was at the close of business on a date, to be specified in the offer and to fall in the period of 28 days immediately before the date of the offer, the holder of Shares of that description.

3.6. Without prejudice to any special rights previously conferred on the holders of any existing Shares or class of Shares, any Share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of surplus assets or otherwise as the directors may from time to time determine.

3.7. Subject to the provisions of the BVI Companies Act in this regard, Shares may be issued on the terms that they are redeemable, or at the option of the Company be liable to be redeemed on such terms and in such manner as the directors before or at the time of the issue of such Shares may determine.

3.8. The directors may redeem any Share issued by the Company at a premium.

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

3.10. Except as required by the BVI Companies Act, no person shall be recognised by the Company as holding any Share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any

share or any interest in any fractional part of a Share or (except as provided by these Articles or by the BVI Companies Act) any other rights in respect of any Share except any absolute right to the entirety thereof by the registered holder.

#### 4. **REDEMPTION OF SHARES, AND TREASURY SHARES**

- 4.1. The Company may purchase, redeem or otherwise acquire and hold its own Shares save that the Company may not purchase, redeem or otherwise acquire its own Shares without the consent of Shareholders whose Shares are to be purchased, redeemed or otherwise acquired unless the Company is permitted by the BVI Companies Act or any other provision in the Memorandum or Articles to purchase, redeem or otherwise acquire the Shares without their consent.
- 4.2. The Company may only offer to purchase, redeem or otherwise acquire Shares if the Resolution of Directors authorising the purchase, redemption or other acquisition contains a statement that the directors are satisfied, on reasonable grounds, that immediately after the acquisition the value of the Company's assets will exceed its liabilities and the Company will be able to pay its debts as they fall due.
- 4.3. Sections 60 (*Process for acquisition of own shares*), 61 (*Offer to one or more shareholders*) and 62 (*Shares redeemed otherwise than at the option of company*) of the BVI Companies Act shall not apply to the Company.
- 4.4. Shares that the Company purchases, redeems or otherwise acquires pursuant to this Article may be cancelled or held as Treasury Shares except to the extent that such Shares are in excess of 50 percent of the issued Shares in which case they shall be cancelled but they shall be available for reissue.
- 4.5. All rights and obligations attaching to a Treasury Share are suspended and shall not be exercised by the Company while it holds the Share as a Treasury Share.
- 4.6. Treasury Shares may be transferred by the Company on such terms and conditions (not otherwise inconsistent with the Memorandum and the Articles) as the Company may by Resolution of Directors determine.
- 4.7. Where Shares are held by another body corporate of which the Company holds, directly or indirectly, shares having more than 50 per cent of the votes in the election of directors of the other body corporate, all rights and obligations attaching to the Shares held by the other body corporate are suspended and shall not be exercised by the other body corporate.

#### 5. **DISCLOSURE OF INTERESTS**

- 5.1. The Company may by notice in writing require a person whom the Company knows or has reasonable cause to believe to be or, at any time during the 3 years immediately preceding the date on which the notice is issued, to have been interested in Shares comprised in the Company's relevant authorised and issued shares:
  - (a) to confirm that fact or (as the case may be) to indicate whether or not it is the case, and
  - (b) where he holds or has during that time held an interest in shares so comprised, to give such further information as may be required in accordance with **Article 5.2** below.
- 5.2. A notice under **Article 5.1** above may require the person to whom it is addressed:
  - (a) to give particulars of his own past or present interest in Shares comprised in relevant authorised and issued Shares of the Company (held by him at any time during the 3-year period mentioned in **Article 5.1**);

- (b) where the interest is a present interest and any other interest in the Shares subsists or, in any case, where another interest in the Shares subsisted during that 3-year period at any time when his own interest subsisted, to give (so far as lies within his knowledge) such particulars with respect to that other interest as may be required by the notice; and
- (c) where his interest is a past interest, to give (so far as lies within his knowledge) particulars of the identity of the person who held that interest immediately upon his ceasing to hold it.

- 5.3. A notice under **Article 5.1** above shall require any information given in response to the notice to be given in writing within such reasonable time as may be specified in the notice.
- 5.4. **Articles 5.1 to 5.3** above apply in relation to a person who has or previously had, or is or was entitled to acquire, a right to subscribe for Shares in the Company which would on issue be comprised in the relevant number of authorised and issued Shares of that company as it applies in relation to a person who is or was interested in Shares so comprised; and references above in this section to an interest in Shares so comprised and to Shares so comprised are to be read accordingly in any such case as including respectively any such right and Shares which would on issue be so comprised.
- 5.5. If the requisite reply is not received with the timeframe specified in the notice, a further notice will be sent asking the person(s) or Shareholder(s) in question to show cause within a specified time why disenfranchisement action by the Company should not be taken in respect of their Shares.
- 5.6. If the Shareholder is still unable to respond to the initial request or show such cause, then the Company may issue a notice of disenfranchisement (which shall take effect in the manner set out in subparagraphs (a) to (d) below:
- (a) any agreement to transfer or transfer of Shares or, in the case of unissued Shares, any transfer of the right to be issued with such Shares, and any issue of them, is void;
  - (b) no voting rights are exercisable with respect to the Shares until further notified by the Company;
  - (c) no further Shares shall be issued in right of them or in pursuance of any offer made to their holder; and
  - (d) except in a liquidation of the Company, no payment shall be made of any sums due from the Company on the shares.

**5.7. Requirements of the AIM Rules**

Subject to the BVI Companies Act, for so long as the shares of the Corporation are admitted to trading on AIM or until such time as it shall no longer be a requirement under the AIM Rules, all Shareholders interested in three percent (3%) or more of the Company's shares shall without delay notify the Company of their holdings (as such term is defined in the AIM Rules) of shares (including all legal and beneficial interests, direct or indirect, of such Shareholder, including all positions in "financial instruments" (as such term is defined in the AIM Rules) and of any subsequent relevant changes to their holdings (being each one percent (1%) increment increase or decrease whilst the Shareholder's holdings (as defined above) are above the three percent (3%) threshold) so that these disclosures can be properly notified to a Regulatory Information Service (as defined in the AIM Rules).

**6. DELISTING FROM AIM**

Subject to the BVI Companies Act, or so long as the shares of the Company are admitted to trading on AIM or until such time as it shall no longer be a requirement under the AIM Rules, cancellation of the admission to trading of the Company's securities on AIM shall be conditional upon the consent of not

less than seventy-five percent (75%) of votes cast by the Shareholders at a duly called meeting thereof (save where the London Stock Exchange agrees that such Shareholder consent is not required) and the Company will observe the notification, timing and other requirements of the AIM Rules in connection with any such proposed cancellation.

## 7. MORTGAGES AND CHARGES OF SHARES

7.1. Shareholders may mortgage or charge their Shares.

7.2. There shall be entered in the register of members at the written request of the Shareholder:

- (a) a statement that the Shares held by him are mortgaged or charged;
- (b) the name of the mortgagee or chargee; and
- (c) the date on which the particulars specified in subparagraphs (a) and (b) are entered in the register of members.

7.3. Where particulars of a mortgage or charge are entered in the register of members, such particulars may be cancelled:

- (a) with the written consent of the named mortgagee or chargee or anyone authorised to act on his behalf; or
- (b) upon evidence satisfactory to the directors of the discharge of the liability secured by the mortgage or charge and the issue of such indemnities as the directors shall consider necessary or desirable.

7.4. Whilst particulars of a mortgage or charge over Shares are entered in the register of members pursuant to this Article:

- (c) no transfer of any Share the subject of those particulars shall be effected;
- (d) the Company may not purchase, redeem or otherwise acquire any such Share; and
- (e) no replacement certificate shall be issued in respect of such Shares,

without the written consent of the named mortgagee or chargee.

## 8. FORFEITURE

8.1. Shares that are not fully paid on issue are subject to the forfeiture provisions set forth in this **Article 8** and for this purpose Shares issued for a promissory note, other written obligation to contribute money or property or a contract for future services are deemed to be not fully paid.

8.2. A written notice of call specifying the date for payment to be made shall be served on the Shareholder who defaults in making payment in respect of the Shares.

8.3. The written notice of call referred to in **Article 8.2** shall name a further date not earlier than the expiration of 14 days from the date of service of the notice on or before which the payment required by the notice is to be made and shall contain a statement that in the event of non-payment at or before the time named in the notice the Shares, or any of them, in respect of which payment is not made will be liable to be forfeited.



8.4. Where a written notice of call has been issued pursuant to **Article 8.3** and the requirements of the notice have not been complied with, the directors may, at any time before tender of payment, forfeit and cancel the Shares to which the notice relates.

8.5. The Company is under no obligation to refund any moneys to the Shareholder whose Shares have been cancelled pursuant to **Article 8.4** and that Shareholder shall be discharged from any further obligation to the Company.

## 9. **TRANSFER OF SHARES**

9.1. Subject to any limitations in the Memorandum, certificated Shares in the Company may be transferred by a written instrument of transfer in the usual common form or in any other manner. Any written instrument of transfer shall be signed by or on behalf of the transferor and containing the name and the address of the transferee, but if the directors of a company are satisfied that an instrument of transfer has been signed but that the instrument has been lost or destroyed, the directors may accept such evidence of a transfer of shares as they consider appropriate. All instruments of transfer, when registered, may be retained by the Company.

9.2. In the case of uncertificated Shares and subject to the BVI Companies Act, but notwithstanding any other provision in these Articles, a Member shall be entitled to transfer his Shares and other securities by means of a relevant system as referred to in the Regulations, such relevant system to include the relevant system of which CREST is the operator.

9.3. The transferor of any Shares shall remain the holder of those Shares until the name of the transferee is entered in the share register as the holder of those Shares.

9.4. The Share Register may be closed at such times and for such periods as the Board may from time to time determine, not exceeding in whole thirty days in each year, upon notice being given by advertisement in a leading daily newspaper and in such other newspaper (if any) as may be required by the BVI Companies Act and the practice of the London Stock Exchange.

9.5. The Board may, without giving any reason, decline to register any transfer of any Share which is not a fully paid Share providing that any such refusal will not prevent dealings in the Shares from taking place on an open and proper basis.

9.6. The Board may decline to register a transfer of any Share to a person known to be a minor, bankrupt or person who is mentally disordered or a patient for the purpose of any statute relating to mental health.

9.7. The Board may also decline to register any transfer unless:

- (a) any written instrument of transfer, duly stamped, is lodged with the Company at the registered office or such other place as the Board may appoint accompanied by the certificate for the Shares to which it relates (except in the case of a transfer by a Recognised Person or a holder of such Shares in respect of whom the Company is not required by law to deliver a certificate and to whom a certificate has not been issued in respect of such Shares); and
- (b) there is provided such evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- (c) any instrument of transfer is in respect of only one class or series of Share; and
- (d) in the case of a transfer to joint holders, the number of joint holders to whom the Share is to be transferred does not exceed four.

---

The Company may retain an instrument of transfer which is registered but a transfer which the directors refuse to register shall (except in the case of known or suspected fraud) be returned to the person lodging it when notice of the refusal is given.

9.8. If the Board declines to register a transfer it shall, within ten Business Days or such other period (if any) as may be prescribed by the BVI Companies Act, send to the transferee notice of the refusal.

9.9. No fee shall be charged by the Company for registering any transfer, probate, letters of administration, certificate of death or marriage, power of attorney, distringas or stop notice, order of court or other instrument relating to or affecting the title of any share, or otherwise making any entry in the Register relating to any share.

## 10. **MEETINGS AND CONSENTS OF SHAREHOLDERS**

10.1. Any director of the Company may convene meetings of the Shareholders at such times and in such manner and places within or outside the British Virgin Islands as the director considers necessary or desirable.

10.2. Upon the written request of Shareholders entitled to exercise 30 per cent or more of the voting rights in respect of the matter for which the meeting is requested the directors shall convene a meeting of Shareholders.

10.3. The director convening a meeting shall give not less than 14 days' notice of a meeting of Shareholders to:

(a) those Shareholders whose names on the date the notice is given appear as Shareholders in the register of members of the Company and are entitled to vote at the meeting; and

(b) the other directors.

10.4. The director convening a meeting of Shareholders may fix as the record date for determining those Shareholders that are entitled to vote at the meeting the date notice is given of the meeting, or such other date as may be specified in the notice, being a date not earlier than the date of the notice.

10.5. A meeting of Shareholders held in contravention of the requirement to give notice is valid if Shareholders holding at least 90 per cent of the total voting rights on all the matters to be considered at the meeting have waived notice of the meeting and, for this purpose, the presence of a Shareholder at the meeting shall constitute waiver in relation to all the Shares which that Shareholder holds.

10.6. The inadvertent failure of a director who convenes a meeting to give notice of a meeting to a Shareholder or another director, or the fact that a Shareholder or another director has not received notice, does not invalidate the meeting.

10.7. A Shareholder may be represented at a meeting of Shareholders by a proxy who may speak and vote on behalf of the Shareholder.

10.8. The instrument appointing a proxy shall be produced at the place designated for the meeting before the time for holding the meeting at which the person named in such instrument proposes to vote. The notice of the meeting may specify an alternative or additional place or time at which the proxy shall be presented.

10.9. The instrument appointing a proxy shall be in the usual form or such other form as the chairman of the meeting shall accept as properly evidencing the wishes of the Shareholder appointing the proxy.

10.10. The following applies where Shares are jointly owned:

- (a) if two or more persons hold Shares jointly each of them may be present in person or by proxy at a meeting of Shareholders and may speak as a Shareholder;
  - (b) if only one of the joint owners is present in person or by proxy he may vote on behalf of all joint owners; and
  - (c) if two or more of the joint owners are present in person or by proxy they must vote as one.
- 10.11. A Shareholder shall be deemed to be present at a meeting of Shareholders if he participates by telephone or other electronic means and all Shareholders participating in the meeting are able to hear each other.
- 10.12. A meeting of Shareholders is duly constituted if, at the commencement of the meeting, there are present in person or by proxy not less than 50 per cent of the votes of the Shares entitled to vote on Resolutions of Shareholders to be considered at the meeting. A quorum may comprise a single Shareholder or proxy and then such person may pass a Resolution of Shareholders and a certificate signed by such person accompanied where such person be a proxy by a copy of the proxy instrument shall constitute a valid Resolution of Shareholders.
- 10.13. If within two hours from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved; in any other case it shall stand adjourned to the next Business Day in the jurisdiction in which the meeting was to have been held at the same time and place or to such other time and place as the directors may determine, and if at the adjourned meeting there are present within one hour from the time appointed for the meeting in person or by proxy not less than one third of the votes of the Shares or each class or series of Shares entitled to vote on the matters to be considered by the meeting, those present shall constitute a quorum but otherwise the meeting shall be dissolved.
- 10.14. At every meeting of Shareholders, the Chairman of the Board shall preside as chairman of the meeting. If there is no Chairman of the Board or if the Chairman of the Board is not present at the meeting, the Shareholders present shall choose one of their number to be the chairman. If the Shareholders are unable to choose a chairman for any reason, then the person representing the greatest number of voting Shares present in person or by proxy at the meeting shall preside as chairman failing which the oldest individual Shareholder or representative of a Shareholder present shall take the chair.
- 10.15. The chairman may, with the consent of the meeting, adjourn any meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 10.16. At any meeting of the Shareholders the chairman is responsible for deciding in such manner as he considers appropriate whether any resolution proposed has been carried or not and the result of his decision shall be announced to the meeting and recorded in the minutes of the meeting. If the chairman has any doubt as to the outcome of the vote on a proposed resolution, he shall cause a poll to be taken of all votes cast upon such resolution. If the chairman fails to take a poll then any Shareholder present in person or by proxy who disputes the announcement by the chairman of the result of any vote may immediately following such announcement demand that a poll be taken and the chairman shall cause a poll to be taken. If a poll is taken at any meeting, the result shall be announced to the meeting and recorded in the minutes of the meeting.
- 10.17. Subject to the specific provisions contained in this Article for the appointment of representatives of Eligible Persons other than individuals the right of any individual to speak for or represent a Shareholder shall be determined by the law of the jurisdiction where, and by the documents by which, the Eligible Person is constituted or derives its existence. In case of doubt, the directors may in good faith seek legal advice from any qualified person and unless and until a court of competent jurisdiction shall otherwise rule, the directors may rely and act upon such advice without incurring any liability to any Shareholder or the Company.

- 10.18. Any Eligible Person other than an individual which is a Shareholder may by resolution of its directors or other governing body authorise such individual as it thinks fit to act as its representative at any meeting of Shareholders or of any class of Shareholders, and the individual so authorised shall be entitled to exercise the same rights on behalf of the Eligible Person which he represents as that Eligible Person could exercise if it were an individual.
- 10.19. The chairman of any meeting at which a vote is cast by proxy or on behalf of any Eligible Person other than an individual may call for a notarially certified copy of such proxy or authority which shall be produced within 7 days of being so requested or the votes cast by such proxy or on behalf of such Eligible Person shall be disregarded.
- 10.20. Directors of the Company may attend and speak at any meeting of Shareholders and at any separate meeting of the holders of any class or series of Shares.
- 10.21. An action that may be taken by the Shareholders at a meeting may also be taken by a resolution consented to in writing, without the need for any notice, but if any Resolution of Shareholders is adopted otherwise than by the unanimous written consent of all Shareholders, a copy of such resolution shall forthwith be sent to all Shareholders not consenting to such resolution. The consent may be in the form of counterparts, each counterpart being signed by one or more Shareholders. 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 Eligible Persons holding a sufficient number of votes of Shares to constitute a Resolution of Shareholders have consented to the resolution by signed counterparts.

## 11. **DIRECTORS**

- 11.1. Subject to any subsequent amendment to change the number of directors, the number of the directors shall be not less than one nor more than fifteen.
- 11.2. The directors shall be appointed by the Shareholders for such terms as the Shareholders may determine and may be removed by the Shareholders by a resolution of Shareholders. The total number of directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles.
- 11.3. Notwithstanding the provisions of Section 114 of the BVI Companies Act, each director holds office for the term, if any, fixed by resolution of Shareholders or, subject to **Article 13.1**, until his successor takes office or until his earlier death resignation or removal by the Shareholders as per **Article 11.2** or a resolution passed by the majority of the remaining directors.
- 11.4. Without prejudice to the power of the Shareholders pursuant to any of the provisions of these Articles to appoint any person to be a director, the Board shall have power at any time and from time to time to appoint any person to be a director, either to fill a vacancy or as an addition to the existing Board, but so that the total number of directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles. Any director so appointed by the Board shall hold office only until the earlier to occur of the close of the next following annual general meeting and someone being appointed in his stead at that meeting. Such a director shall be eligible for re-election at that meeting but shall not be taken into account in determining the directors or the number of directors who are to retire by rotation at such meeting.
- 11.5. A director shall not require a Share qualification, but nevertheless shall be entitled to attend and speak at any meeting of the Shareholders and at any separate meeting of the holders of any class of Shares in the Company.
- 11.6. Each of the directors shall be paid a fee at such rate as may from time to time be determined by the Board provided that the aggregate of all such fees so paid to directors (excluding amounts payable under any other Article) shall not exceed £500,000 per annum, or such higher amount as may from time to time be determined by the Company pursuant to a resolution of Shareholders. Each director may be paid

his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings or separate meetings of the holders class of Shares or of debentures of the Company and shall be paid all expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a director. Any director who, by request, goes or resides abroad for any purposes of the Company or who performs services which in the opinion of the Board go beyond the ordinary duties of a director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and such extra remuneration shall be in addition to any remuneration provided for by or pursuant to any other Article.

- 11.7. Any director who, by request, goes or resides abroad for any purposes of the Company, or who performs services which in the opinion of the Board go beyond the ordinary duties of a director, may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as shall be approved by resolution of the directors.
- 11.8. The Company may pay to a director who at the request of the Company holds any office (including a directorship) in, or renders services to, any company in which the Company may be interested, such remuneration (whether by way of salary, commission, participation in profits or otherwise) in respect of such office or services as shall be approved by resolution of the directors.
- 11.9. The office of director shall be vacated if the director:
- (a) is removed from office by a resolution of Shareholders; or
  - (b) becomes disqualified to act as a director under Section 111 of the BVI Companies Act.
- 11.10.
- (a) A director may hold any other office or position of profit under the Company (except that of auditor) in conjunction with his office of director, and may act in a professional capacity to the Company on such terms as to remuneration and otherwise as the directors shall arrange.
  - (b) A director may be or become a director or officer of, or otherwise be interested in any company promoted by the Company, or in which the Company may be interested, as a Shareholder or otherwise and no such director shall be accountable for any remuneration or other benefits received by him as director or officer or from his interest in such other company. The directors may also exercise the voting powers conferred by the Shares in any other company held or owned by the Company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolutions appointing them, or of their number, directors or officers of such other company, or voting or providing for the payment of remuneration to the directors or officers of such other company. A director may vote in favour of the exercise of such voting rights in the manner aforesaid notwithstanding that he may be, or be about to become, a director or officer of such other company, and as such in any other manner is, or may be, interested in the exercise of such voting rights in the manner aforesaid.
  - (c) No director shall be disqualified by his office from contracting with the Company either as a vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any director shall be in any way interested be voided, nor shall any director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement, by reason of such director holding that office or by reason of the fiduciary relationship thereby established, provided the procedure in **Article 11.10(d)** below is followed.

- (d) A director of the Company shall, immediately after becoming aware of the fact that he is interested in a transaction entered into or to be entered into by the Company, disclose such interest to the Board of directors.
- (e) A director of the Company is not required to comply with **Article 11.10(d)** above if:
  - (i) the transaction or proposed transaction is between the director and the Company; and
  - (ii) the transaction or proposed transaction is or is to be entered into in the ordinary course of the Company's business and on usual terms and conditions.
- (f) For the purposes of **Article 11.10(d)** above, a disclosure to the Board to the effect that a director is a Shareholder, director, officer or trustee of another named company or other person and is to be regarded as interested in any transaction which may, after the date of the entry or disclosure, be entered into with that company or person, is a sufficient disclosure of interest in relation to that transaction.
- (g) Subject to Section 125(1) of the BVI Companies Act, the failure by a director to comply with **Article 11.10(d)** does not affect the validity of a transaction entered into by the director or the Company.

## 12. ROTATION OF DIRECTORS

- 12.1. At every annual meeting one-third of the directors for the time being or, if their number is not a multiple of three, then the number nearest to and not exceeding one-third shall retire from office.
- 12.2. The directors to retire on each occasion shall be those subject to retirement by rotation who have been longest in office since their last election, but as between persons who became or were re-elected directors on the same day those to retire shall (unless they otherwise agree amongst themselves) be determined by lot. The directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the Board at the date of the notice convening the annual meeting, and no director shall be required to retire or be relieved from retiring by reason of any change in the number or identity of the directors after the date of such notice but before the close of the meeting.
- 12.3. A director who retires at the annual meeting shall be eligible for re-election. If he is not reappointed he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.
- 12.4. Subject to the provisions of these Articles, the Company may by resolution of Shareholders at the meeting at which a director retires in the manner aforesaid fill the vacated office by electing a person and in default the retiring director shall, if willing to continue to act, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such director shall have been put to the meeting and lost.

## 13. ALTERNATE DIRECTORS

- 13.1. Each director shall have the power to appoint any person to be his alternate director and may at his discretion remove such alternate director. If such alternate director is not another director, such appointment, unless previously approved by the Board, shall have effect only upon and subject to it being so approved. Any appointment or removal of an alternate director shall be effected by notice in writing signed by the appointor and delivered to the registered office or tendered at a meeting of the Board. An alternate director shall, if his appointor so requests, be entitled to receive notices of meetings of the Board or of committees of the Board to the same extent as, but in lieu of, the director appointing him and shall be entitled to such extent to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to exercise and

discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director.

- 13.2. Every person acting as an alternate director shall (except as regards power to appoint an alternate director and remuneration and any requirement to hold a Share qualification) be subject in all respects to the provisions of these Articles relating to directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for the director appointing him. An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except only such part (if any) of the remuneration otherwise payable to the director appointing him as such director may by notice in writing to the Company from time to time direct.
- 13.3. Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate (in addition to his own vote if he is also a director). The signature of an alternate director to any resolution in writing of the Board or a committee of the Board shall, unless the notice of his appointment provides to the contrary, be as effective as the signature of his appointor.
- 13.4. An alternate director shall *ipso facto* cease to be an alternate director if his appointor ceases for any reason to be a director provided that, if at any meeting any director retires by rotation or otherwise but is re-elected at the same meeting, any appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.

#### 14. **POWERS OF DIRECTORS**

- 14.1. The business and affairs of the Company shall be managed by, or under the direction or supervision of, the directors of the Company. The directors of the Company have all the powers necessary for managing, and for directing and supervising, the business and affairs of the Company. The directors may pay all expenses incurred preliminary to and in connection with the incorporation of the Company and may exercise all such powers of the Company as are not by the BVI Companies Act or by the Memorandum or the Articles required to be exercised by the Shareholders.
- 14.2. Each director shall exercise his powers for a proper purpose and shall not act or agree to the Company acting in a manner that contravenes the Memorandum, the Articles or the BVI Companies Act. Each director, in exercising his powers or performing his duties, shall act honestly and in good faith in what the director believes to be the best interests of the Company.
- 14.3. If the Company is the wholly owned subsidiary of a parent company, a director of the Company may, when exercising powers or performing duties as a director, act in a manner which he believes is in the best interests of the parent company even though it may not be in the best interests of the Company.
- 14.4. Any director which is a body corporate may appoint any individual as its duly authorised representative for the purpose of representing it at meetings of the directors, with respect to the signing of consents or otherwise.
- 14.5. The continuing directors may act notwithstanding any vacancy in their body.
- 14.6. The directors may by Resolution of Directors exercise all the powers of the Company to incur indebtedness, liabilities or obligations and to secure indebtedness, liabilities or obligations whether of the Company or of any third party.
- 14.7. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as shall from time to time be determined by Resolution of Directors.

14.8. For the purposes of Section 175 (Disposition of assets) of the BVI Companies Act, the directors may by Resolution of Directors determine that any sale, transfer, lease, exchange or other disposition is in the usual or regular course of the business carried on by the Company and such determination is, in the absence of fraud, conclusive.

## 15. **PROCEEDINGS OF DIRECTORS**

15.1. Any one director of the Company may call a meeting of the directors by sending a written notice to each other director.

15.2. The directors of the Company or any committee thereof may meet at such times and in such manner and places within or outside the British Virgin Islands as the directors may determine to be necessary or desirable.

15.3. A director is deemed to be present at a meeting of directors if he participates by telephone or other electronic means and all directors participating in the meeting are able to hear each other.

15.4. A director shall be given not less than 3 days' notice of meetings of directors, but a meeting of directors held without 3 days' notice having been given to all directors shall be valid if all the directors entitled to vote at the meeting who do not attend waive notice of the meeting, and for this purpose the presence of a director at a meeting shall constitute waiver by that director. The inadvertent failure to give notice of a meeting to a director, or the fact that a director has not received the notice, does not invalidate the meeting.

15.5. A director of the company (the "**appointing director**") may appoint any other director or any other person who is not disqualified for appointment, as his alternate to exercise the appointing director's powers and carry out the appointing director's responsibilities in relation to the taking of decisions by the directors in the absence of the appointing director.

15.6. The appointment and termination of an alternate director must be in writing, and written notice of the appointment and termination must be given by the appointing director to the Company as soon as reasonably practicable.

15.7. An alternate director has the same rights as the appointing director in relation to any directors' meeting and any written resolution circulated for written consent. An alternate director has no power to appoint a further alternate, whether of the appointing director or of the alternate director, and the alternate does not act as an agent of or for the appointing director.

15.8. The appointing director may, at any time, voluntarily terminate the alternate director's appointment. The voluntary termination of the appointment of an alternate shall take effect from the time when written notice of the termination is given to the Company. The rights of an alternate shall automatically terminate if the appointing director dies or otherwise ceases to hold office.

15.9. A meeting of directors is duly constituted for all purposes if at the commencement of the meeting there are present in person or by alternate not less than one-half of the total number of directors, unless there are only 2 directors in which case the quorum is 2.

15.10. If the Company has only one director the provisions herein contained for meetings of directors do not apply and such sole director has full power to represent and act for the Company in all matters as are not by the BVI Companies Act, the Memorandum or the Articles required to be exercised by the Shareholders. In lieu of minutes of a meeting the sole director shall record in writing and sign a note or memorandum of all matters requiring a Resolution of Directors. Such a note or memorandum constitutes sufficient evidence of such resolution for all purposes.



- 15.11. At meetings of directors at which the Chairman of the Board is present, he shall preside as chairman of the meeting. If there is no Chairman of the Board or if the Chairman of the Board is not present, the directors present shall choose one of their number to be chairman of the meeting.
- 15.12. An action that may be taken by the directors or a committee of directors at a meeting may also be taken by a Resolution of Directors or a resolution of a committee of directors consented to in writing by a majority of directors or a majority of members of the committee, as the case may be, without the need for any notice. The consent may be in the form of counterparts each counterpart being signed by one or more directors. If the consent is in one or more counterparts, and the counterparts bear different dates, then the resolution shall take effect on the date upon which the last director has consented to the resolution by signed counterparts.

## 16. COMMITTEES

- 16.1. The directors may, by Resolution of Directors, designate one or more committees, each consisting of one or more directors, and delegate one or more of their powers, including the power to affix the Seal, to the committee.
- 16.2. The directors have no power to delegate to a committee of directors any of the following powers:
- (a) to amend the Memorandum or the Articles;
  - (b) to designate committees of directors;
  - (c) to delegate powers to a committee of directors;
  - (d) to appoint or remove directors;
  - (e) to appoint or remove an agent;
  - (f) to approve a plan of merger, consolidation or arrangement;
  - (g) to make a declaration of solvency or to approve a liquidation plan; or
  - (h) to make a determination that immediately after a proposed distribution the value of the Company's assets will exceed its liabilities and the Company will be able to pay its debts as they fall due.
- 16.3. Articles 16.2 (b) and (c) do not prevent a committee of directors, where authorised by the Resolution of Directors appointing such committee or by a subsequent Resolution of Directors, from appointing a sub-committee and delegating powers exercisable by the committee to the sub-committee.
- 16.4. The meetings and proceedings of each committee of directors consisting of 2 or more directors shall be governed mutatis mutandis by the provisions of the Articles regulating the proceedings of directors so far as the same are not superseded by any provisions in the Resolution of Directors establishing the committee.
- 16.5. Where the directors delegate their powers to a committee of directors they remain responsible for the exercise of that power by the committee, unless they believed on reasonable grounds at all times before the exercise of the power that the committee would exercise the power in conformity with the duties imposed on directors of the Company under the BVI Companies Act.

**17. OFFICERS AND AGENTS**

- 17.1. The Company may by Resolution of Directors appoint officers of the Company at such times as may be considered necessary or expedient. Such officers may consist of a Chairman of the Board of Directors, a president and one or more vice-presidents, secretaries and treasurers and such other officers as may from time to time be considered necessary or expedient. Any number of offices may be held by the same person.
- 17.2. The officers shall perform such duties as are prescribed at the time of their appointment subject to any modification in such duties as may be prescribed thereafter by Resolution of Directors. In the absence of any specific prescription of duties it shall be the responsibility of the Chairman of the Board to preside at meetings of directors and Shareholders, the president to manage the day to day affairs of the Company, the vice-presidents to act in order of seniority in the absence of the president but otherwise to perform such duties as may be delegated to them by the president, the secretaries to maintain the register of members, minute books and records (other than financial records) of the Company and to ensure compliance with all procedural requirements imposed on the Company by applicable law, and the treasurer to be responsible for the financial affairs of the Company.
- 17.3. The emoluments of all officers shall be fixed by Resolution of Directors.
- 17.4. The officers of the Company shall hold office until their successors are duly appointed, but any officer elected or appointed by the directors may be removed at any time, with or without cause, by Resolution of Directors. Any vacancy occurring in any office of the Company may be filled by Resolution of Directors.
- 17.5. The directors may, by Resolution of Directors, appoint any person, including a person who is a director, to be an agent of the Company.
- 17.6. An agent of the Company shall have such powers and authority of the directors, including the power and authority to affix the Seal, as are set forth in the Articles or in the Resolution of Directors appointing the agent, except that no agent has any power or authority with respect to the following:
- (a) to amend the Memorandum or the Articles;
  - (b) to change the registered office or agent;
  - (c) to designate committees of directors;
  - (d) to delegate powers to a committee of directors;
  - (e) to appoint or remove directors;
  - (f) to appoint or remove an agent;
  - (g) to fix emoluments of directors;
  - (h) to approve a plan of merger, consolidation or arrangement;
  - (i) to make a declaration of solvency or to approve a liquidation plan;
  - (j) to make a determination that the company will, immediately after a proposed distribution, satisfy the solvency test; or
  - (k) to authorise the Company to continue as a company incorporated under the laws of a jurisdiction outside the British Virgin Islands.

17.7. The Resolution of Directors appointing an agent may authorise the agent to appoint one or more substitutes or delegates to exercise some or all of the powers conferred on the agent by the Company.

17.8. The directors may remove an agent appointed by the Company and may revoke or vary a power conferred on him.

18. **CONFLICT OF INTERESTS**

18.1. A director of the Company shall, forthwith after becoming aware of the fact that he is interested in a transaction entered into or to be entered into by the Company, disclose the interest to all other directors of the Company.

18.2. For the purposes of **Article 18.1**, a disclosure to all other directors to the effect that a director is a Shareholder, director or officer of another named entity or has a fiduciary relationship with respect to the entity or a named individual and is to be regarded as interested in any transaction which may, after the date of the entry into the transaction or disclosure, of the interest, be entered into with that entity or individual, is a sufficient disclosure of interest in relation to that transaction.

18.3. A director of the Company who is interested in a transaction entered into or to be entered into by the Company may:

- a) vote on a matter relating to the transaction;
- b) attend a meeting of directors at which a matter relating to the transaction arises and be included among the directors present at the meeting for the purposes of a quorum; and
- c) sign a document on behalf of the Company, or do any other thing in his capacity as a director, that relates to the transaction,

and, subject to compliance with the BVI Companies Act shall not, by reason of his office be accountable to the Company for any benefit which he derives from such transaction and no such transaction shall be liable to be avoided on the grounds of any such interest or benefit.

19. **INDEMNIFICATION**

19.1. Subject to the limitations hereinafter provided the Company shall indemnify against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings any person who:

- a) is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director of the Company; or
- b) is or was, at the request of the Company, serving as a director of, or in any other capacity is or was acting for, another body corporate or a partnership, joint venture, trust or other enterprise.

19.2. The indemnity in **Article 19.1** only applies if the person acted honestly and in good faith with a view to the best interests of the Company and, in the case of criminal proceedings, the person had no reasonable cause to believe that their conduct was unlawful.

19.3. For the purposes of **Article 19.2**, a director acts in the best interest of the Company if he acts in the best interest of

- (a) the Company's parent company; or

(b) a Shareholder or Shareholders of the Company;

in either case, in the circumstances specified in **Article 14.3** or the BVI Companies Act, as the case may be.

- 19.4. The decision of the directors as to whether the person acted honestly and in good faith and with a view to the best interests of the Company and as to whether the person had no reasonable cause to believe that his conduct was unlawful is, in the absence of fraud, sufficient for the purposes of the Articles, unless a question of law is involved.
- 19.5. The termination of any proceedings by any judgment, order, settlement, conviction or the entering of a nolle prosequi does not, by itself, create a presumption that the person did not act honestly and in good faith and with a view to the best interests of the Company or that the person had reasonable cause to believe that his conduct was unlawful.
- 19.6. Expenses, including legal fees, incurred by a director in defending any legal, administrative or investigative proceedings may be paid by the Company in advance of the final disposition of such proceedings upon receipt of an undertaking by or on behalf of the director to repay the amount if it shall ultimately be determined that the director is not entitled to be indemnified by the Company in accordance with **Article 19.1**.
- 19.7. Expenses, including legal fees, incurred by a former director in defending any legal, administrative or investigative proceedings may be paid by the Company in advance of the final disposition of such proceedings upon receipt of an undertaking by or on behalf of the former director to repay the amount if it shall ultimately be determined that the former director is not entitled to be indemnified by the Company in accordance with **Article 19.1** and upon such terms and conditions, if any, as the Company deems appropriate.
- 19.8. The indemnification and advancement of expenses provided by, or granted pursuant to, this section is not exclusive of any other rights to which the person seeking indemnification or advancement of expenses may be entitled under any agreement, Resolution of Shareholders, resolution of disinterested directors or otherwise, both as acting in the person's official capacity and as to acting in another capacity while serving as a director of the Company.
- 19.9. If a person referred to in **Article 19.1** has been successful in defence of any proceedings referred to in **Article 19.1**, the person is entitled to be indemnified against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred by the person in connection with the proceedings.
- 19.10. The Company may purchase and maintain insurance in relation to any person who is or was a director, officer or liquidator of the Company, or who at the request of the Company is or was serving as a director, officer or liquidator of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise, against any liability asserted against the person and incurred by the person in that capacity, whether or not the Company has or would have had the power to indemnify the person against the liability as provided in the Articles.

## 20. **RECORDS**

20.1. The Company shall keep the following documents at the office of its registered agent:

- a) the Memorandum and the Articles;
- b) the register of members, or a copy of the register of members;
- c) the register of directors, or a copy of the register of directors; and

- d) copies of all notices and other documents filed by the Company with the Registrar of Corporate Affairs in the previous 10 years.

20.2. The Company shall keep a register of directors containing:

- a) the names and addresses of the persons who are directors of the Company, or who have been nominated as reserve directors of the Company;
- b) the date on which each person whose name is entered in the register was appointed as a director of the Company, or nominated as a reserve director of the Company;
- c) the date on which each person named as a director ceased to be a director of the Company;
- d) the date on which the nomination of any person nominated as a reserve director ceased to have effect; and
- e) such other information as may be prescribed by the BVI Companies Act.

20.3. The register of directors may be kept in any such form as the directors may approve, but if it is in magnetic, electronic or other data storage form, the Company must be able to produce legible evidence of its contents. Until a Resolution of Directors determining otherwise is passed, the magnetic, electronic or other data storage shall be the original register of directors.

20.4. Until the directors determine otherwise by Resolution of Directors the Company shall keep the original register of members and original register of directors at the office of its registered agent.

20.5. If the Company maintains only a copy of the register of members or a copy of the register of directors at the office of its registered agent, it shall:

- a) within 15 days of any change in either register, notify the registered agent in writing of the change; and
- b) provide the registered agent with a written record of the physical address of the place or places at which the original register of members or the original register of directors is kept.

20.6. The Company shall keep the following records at the office of its registered agent or at such other place or places, within or outside the British Virgin Islands, as the directors may determine:

- a) minutes of meetings and Resolutions of Shareholders and classes of Shareholders;
- b) minutes of meetings and Resolutions of Directors and committees of directors; and
- c) an impression of the Seal.

20.7. Where any original records referred to in this Article are maintained other than at the office of the registered agent of the Company, and the place at which the original records is changed, the Company shall provide the registered agent with the physical address of the new location of the records of the Company within 14 days of the change of location.

20.8. The records kept by the Company under this Article shall be in written form or either wholly or partly as electronic records complying with the requirements of the Electronic Transactions Act (No. 5 of 2001) as from time to time amended or re-enacted.

21. **REGISTER OF CHARGES**

The Company shall maintain at the office of its registered agent a register of charges in which there shall be entered the following particulars regarding each mortgage, charge and other encumbrance created by the Company:

- a) the date of creation of the charge;
- b) a short description of the liability secured by the charge;
- c) a short description of the property charged;
- d) the name and address of the trustee for the security or, if there is no such trustee, the name and address of the chargee;
- e) unless the charge is a security to bearer, the name and address of the holder of the charge; and
- f) details of any prohibition or restriction contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge.

22. **SEAL**

The Company shall have a seal. The Company may have more than one Seal and references herein to the Seal shall be references to every Seal which shall have been duly adopted by Resolution of Directors. The directors shall provide for the safe custody of the Seal and for an imprint thereof to be kept at the registered office. Except as otherwise expressly provided herein the Seal when affixed to any written instrument shall be witnessed and attested to by the signature of any one director or other person so authorised from time to time by Resolution of Directors. Such authorisation may be before or after the Seal is affixed, may be general or specific and may refer to any number of sealings. The directors may provide for a facsimile of the Seal and of the signature of any director or authorised person which may be reproduced by printing or other means on any instrument and it shall have the same force and validity as if the Seal had been affixed to such instrument and the same had been attested to as hereinbefore described.

23. **DISTRIBUTIONS BY WAY OF DIVIDEND**

- 23.1. The directors of the Company may, by Resolution of Directors, authorise a Distribution by way of dividend at a time and of an amount they think fit if they are satisfied, on reasonable grounds, that, immediately after the Distribution, the value of the Company's assets will exceed its liabilities and the Company will be able to pay its debts as they fall due.
- 23.2. Dividends may be paid in money, shares, or other property.
- 23.3. Notice of any dividend that may have been declared shall be given to each Shareholder as specified in **Article 26.1** and all dividends unclaimed for 3 years after having been declared may be forfeited by Resolution of Directors for the benefit of the Company.
- 23.4. No dividend shall bear interest as against the Company and no dividend shall be paid on Treasury Shares.

24. **ACCOUNTS AND AUDIT**

- 24.1. The Board shall cause to be kept accounting records sufficient to give a true and fair view of the state of the Company's affairs and to show and explain its transactions in accordance with the BVI Companies

Act. The Company shall also keep accounting records as would be required by the UK Companies Act to show and explain its transactions were the Company a public limited company incorporated in England & Wales.

- 24.2. The accounting records shall be kept at the office or, subject to the BVI Companies Act, at such other place or places as the Board may think fit and shall always be open to inspection by the officers of the Company. No Shareholder (other than an officer of the Company) shall have any right of inspecting any accounting record or book or document of the Company except as conferred by law or authorised by the Board.
- 24.3. The accounting records shall be kept at the office, or (subject to the provisions of the BVI Companies Act) at such other place as the directors think fit, and shall always be open to inspection by the officers of the Company. No Shareholder (other than a director) shall have any right of inspection of any account or book or document of the Company except as conferred by statute or authorised by the directors or by the Company in general meeting.
- 24.4. A printed copy of the directors' and auditors' reports accompanied by printed copies of the balance sheet, profit and loss account and other documents required by the BVI Companies Act to be annexed to the balance sheet shall, not less than twenty-one days before the general meeting before which they are to be laid, be delivered or sent by post or Electronic Communication to the registered address of every Shareholder and holder of debentures of the Company, and to the auditors for the time being of the Company, and, if all or any of the shares in or debentures of the Company are for the time being listed on any stock exchange, there shall at the same time be forwarded to the secretary of such stock exchange such number of copies of each of these documents as may be required by the regulations for the time being of such stock exchange. Provided that the Company need not, subject to the provisions of the BVI Companies Act and the regulations of the London Stock Exchange so permitting and if the Board so decides, send the copies of such documents to Shareholders, but instead send them a summary financial statement derived from the Company's annual accounts and the directors report, in such form and containing such information as may be required by the BVI Companies Act and provided further that copies of the Company's annual accounts (together with the directors' report for the financial year and the auditor's report on those accounts) shall be sent to any Shareholder who wishes to receive them and the Company shall comply with any provisions of the BVI Companies Act as to the manner in which it is to ascertain whether a Shareholder wishes to receive them.
- 24.5. Reference under this **Article 24** (*Accounts and Audit*) to copies of the above-mentioned accounting documents and/or statements being sent to any person include (without prejudice to any other provision of these Articles) references to copies of such documents and/or statements being sent, or treated as sent, to such person using Electronic Communications shall also apply in respect of the publication of such documents and/or statements on a web-site.

## 25. **AUDIT**

- 25.1. Auditors shall be appointed and their duties regulated in accordance with the UK Companies Act as if the Company were a public limited company incorporated in England and Wales.
- 25.2. The directors may by resolution call for the accounts of the Company to be examined by an auditor or auditors to be appointed by them at such remuneration as may from time to time be agreed.
- 25.3. The auditor may be a Shareholder of the Company but no director or officer shall be eligible during his continuance in office.
- 25.4. Every auditor of the Company shall have a right of access at all times to the books of accounts of the Company, and shall be entitled to require from the officers of the Company such information and explanations as he thinks necessary for the performance of his duties.

25.5. The report of the auditor shall be annexed to the accounts upon which he reports, and the auditor shall be entitled to receive notice of, and to attend, any meeting at which the Company's audited Profit and Loss Account and Balance Sheet is to be presented.

26. **NOTICES**

26.1. Any notice to be given pursuant to the Articles shall be in writing and the Company may give any such notice to a Shareholder either personally or by sending it by post in a prepaid envelope addressed to the Shareholder at his registered address or by leaving it at that address or by sending it by Electronic Communication to an address for the time being notified to the Company by the Shareholder or the Company may serve any such notice or document by placing it on a web-site and sending the Shareholder concerned notification, in such manner as permitted by these Articles, of the notice or document in lieu of sending the notice or document. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

26.2. A Shareholder whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom or the British Virgin Islands at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Shareholder shall be entitled to receive any notice from the Company.

26.3. A Shareholder present, either in person or by proxy, at any meeting of the Company or of the holders of any class of Shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

26.4. Every person who becomes entitled to a Share shall be bound by any notice which, before his name is entered in the register of members, has been given to the person from whom he derives his title.

26.5. If at any time by reason of the suspension or curtailment of postal services or an electronic communication system within the United Kingdom and/or the British Virgin Islands or any part thereof the Company is unable effectively to convene a general meeting by notices sent through the post or by Electronic Communication, a general meeting may be convened by a notice advertised on the same date in at least one leading national daily newspaper with appropriate circulation in the relevant jurisdiction(s) (being any of the United Kingdom and/or the British Virgin Islands in which there is the suspension or curtailment of postal services or electronic communication system) and such notice shall be deemed to have been duly served on all Shareholders entitled thereto and persons entitled by transmission who are entitled to have notice of the meeting served upon them at noon on the day when the advertisement 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 becomes practicable.

26.6. A notice sent by the Company by first-class post shall be deemed to have been given at the expiration of 24 hours after the envelope containing it was posted and if sent by second class post shall be deemed to have been given at the expiration of 72 hours after the envelope containing it was posted and proof that the envelope containing the notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice given by advertisement shall be deemed to have been served on the day on which the advertisement appears. Any notice delivered or left at a registered address otherwise than by post shall be deemed to have been given on the day it was so delivered or left. Any notice or document sent using Electronic Communication shall be deemed to be served at the expiration of 24 hours after the time it was sent, and in proving such delivery or service, proof that a notice or document contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or document was served or delivered.



- 26.7. A notice or other document delivered or sent by post to the registered address of a Shareholder or sent by Electronic Communication to an address for the time being notified to the Company by any Shareholder pursuant to these Articles shall, notwithstanding that the Shareholder be then dead, bankrupt, mentally disordered or that any other event has occurred and whether or not the Company has notice of the death, bankruptcy mental disorder or other event be deemed to have been given in respect of any Share registered in the name of such Shareholder as sole or joint holder unless before the day of posting (or if it is not sent by post before the day of service or delivery) of the notice or document, his name has been removed from the Register as the holder of the share. A notice so given shall be deemed a sufficient notice to all persons interested (whether jointly with or as claiming through or under the Shareholder) in the Share.
- 26.8. Nothing in any of the Articles under this **Article 26 (Notices)** of the Articles shall prevent or restrict the Company from using any method of sending, or giving access to any particular offer, notice or other document which any other provision of these Articles permits or enables the Company to use legally.

27. **RECORD DATES**

Notwithstanding any other provision of these Articles but subject always to the BVI Companies Act, the Company or the directors may, subject to the AIM Rules and CREST Rules, by resolution specify any date (the "**Record Date**") as the date at the close of business (or such other time as the directors may determine) on which persons registered as the holders of Shares or other securities shall be entitled to receipt of any dividend, distribution, interest, allotment, issue notice, information, document or circular and such Record Date may be on or at any time before the date on which the same is paid or made or (in the case of any dividend, distribution, interest, allotment or issue) at any time after the same is recommended, resolved, declared or announced, but without prejudice to the rights inter se in respect of the same of transferors and transferees of any such Shares or other securities.

28. **AMENDMENT TO ARTICLES**

The Company may alter or modify the conditions contained in these Articles as originally drafted or as amended from time to time by a resolution of the Shareholders approved by a 75 per cent. majority of the votes of the shares entitled to vote and voting.

29. **SHARE CONTROL LIMITS**

29.1. A person must not:

- (a) whether by himself, or with persons determined by the Board to be acting in concert with him, acquire shares which, taken together with shares held or acquired by persons determined by the Board to be acting in concert with him, carry 30 per cent. or more of the voting rights attributable to shares of the Company; or
- (b) whilst he, together with persons determined by the Board to be acting in concert with him, holds not less than 30 per cent. but not more than 50 per cent. of the voting rights attributable to shares of the Company, acquire, whether by himself or with persons determined by the Board to be acting in concert with him, additional shares which, taken together with shares held by persons determined by the Board to be acting in concert with him, increases his voting rights attributable to Shares of the Company,

(each of (a) and (b) a Limit), except as a result of a Permitted Acquisition.

29.2. Where any person breaches any Limit, except as a result of a Permitted Acquisition, that person is in breach of these Articles.

29.3. The Board may do all or any of the following where it has reason to believe that any Limit is or may be breached:

- (a) require any Shareholder to provide such information as the Board considers appropriate to determine any of the matters under this **Article 29** (*Share Control Limits*) of the Articles;
- (b) have regard to such public filing as it considers appropriate to determine any of the matters under this **Article 29** (*Share Control Limits*) of the Articles;
- (c) make such determinations under this **Article 29** (*Share Control Limits*) of the Articles as it thinks fit, either after calling for submissions from affected Shareholders or other persons or without calling for such submissions;
- (d) determine that the voting rights attached to such number of Shares held by such persons as the Board may determine to be held in breach of these Articles (the "**Excess Shares**") are from a particular incapable of being exercised for a definite or indefinite period;
- (e) determine that some or all of the Excess Shares must be sold;
- (f) determine that some or all of the Excess Shares will not carry any right to any dividends or other distributions from a particular time for a definite or indefinite period; and
- (g) take such other action as it thinks fit for the purposes of this **Article 29** (*Share Control Limits*) of the Articles including:
  - (i) prescribing rules (not inconsistent with this **Article 29** (*Share Control Limits*) of the Articles);
  - (ii) setting deadlines for the provision of information;
  - (iii) drawing adverse inferences where information requested is not provided;
  - (iv) making determinations or interim determinations;
  - (v) executing documents on behalf of a Shareholder;
  - (vi) converting any Excess Shares held in uncertificated form into certificated form;
  - (vii) paying costs and expenses out of proceeds of sale; and
  - (viii) changing any decision or determination or rule previously made.

29.4. An acquisition is a Permitted Acquisition if:

- (a) the Board consents to the acquisition, or
- (b) the acquisition is made in circumstances in which the City Code, if it applied to the Company, would require an offer to be made as a consequence and such offer is made in accordance with Rule 9 of the City Code (**Rule 9**), as if it so applied.

29.5. The Board has full authority to determine the application of this **Article 29** (*Share Control Limits*) of the Articles including as to the deemed application of Rule 9. Such authority shall include all discretion vested in the UK Takeover Panel as if Rule 9 applied including, without limitation, the determination of conditions and consents, the consideration to be offered and any restrictions on the exercise of control. Any resolution or determination of, or decision or exercise of any discretion or power by, the Board or

any director or by the chairman of any meeting acting in good faith under or pursuant to the provisions of this **Article 29** (*Share Control Limits*) of the Articles shall be final and conclusive; and anything done by, or on behalf of, or on the authority of, the Board or any director acting in good faith pursuant to the provisions of this **Article 29** (*Share Control Limits*) of the Articles shall be conclusive and binding on all persons concerned and shall not be open to challenge, whether as to its validity or otherwise on any ground whatsoever. The Board shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this **Article 29** (*Share Control Limits*) of the Articles. The Board may seek professional advice before exercising their discretion under the provisions of this **Article 29** (*Share Control Limits*) of the Articles.

29.6. Any one or more of the directors may act as the attorneys) of any Shareholder in relation to the execution of documents and other actions to be taken for the sale of Excess Shares determined by the Board under **Article 29.3**

29.7. Where used this **Article 29** (*Share Control Limits*) of the Articles, the phrases **acting in concert** and **voting rights** shall have the meanings ascribed to them in the City Code. This **Article 29** (*Share Control Limits*) of the Articles only applies whilst the City Code does not apply to the Company.

30. **VOLUNTARY LIQUIDATION**

The Company may by Resolution of Shareholders or by a Resolution of Directors appoint an individual, considered as eligible according to the provisions of the BVI Companies Act, as voluntary liquidator alone or jointly with one or more other voluntary liquidators.

31. **CONTINUATION**

The Company may by Resolution of Shareholders or by a resolution passed unanimously by all directors of the Company continue as a company incorporated under the laws of a jurisdiction outside the British Virgin Islands in the manner provided under those laws.

We, MOSSACK FONSECA & CO. (B.V.I.) LTD., of P.O. Box 3136, Road Town, Tortola, British Virgin Islands for the purpose of incorporating a BVI Business Company under the laws of the British Virgin Islands hereby sign these Articles of Association the 19<sup>th</sup> day of September, 2013.

Incorporator

Sgd. Dawnalee Hodge

.....

Dawnalee Hodge

Authorised Signatory

MOSSACK FONSECA & CO. (B.V.I.) LTD.

*INTENTIONALLY LEFT BLANK*