

**COMPANIES (JERSEY) LAW 1991**  
**PUBLIC COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**  
**of**  
**FLYING BRANDS LIMITED**  
**(Company number 2044)**

adopted by special resolution

on 2017

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**THE COMPANIES (JERSEY) LAW 1991**  
**PUBLIC COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

of

**FLYING BRANDS LIMITED**

(As adopted by Special Resolution passed on                      2017)

**1 OTHER REGULATIONS EXCLUDED**

The following regulations shall be the Articles of Association of the Company and save for such regulations no regulation or article prescribed by or pursuant to any statute concerning companies shall apply to the Company.

**2 INTERPRETATION**

2.1 In these Articles the following words shall bear the following meanings if not inconsistent with the subject or context:

~~“1985 Act” means the Companies Act of 1985 of the United Kingdom as may be amended from time to time and any successor act thereto;~~

“2006 Act” means the Companies Act of 2006 of the United Kingdom as may be amended from time to time and any successor act thereto;

“address” means, in relation to electronic communications, any number or address used for the purposes of such communications;

“Annual General Meeting” means a General Meeting convened as an annual general meeting;

“these Articles” means these Articles of Association as herein contained or as from time to time amended;

“the Auditors” means the auditors for the time being of the Company;

“the Board” means the board of Directors of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present or a duly authorised committee of the Directors;

“Clear Days” means in relation to a period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“the Company” means FLYING BRANDS LIMITED;

“the Directors” means the directors for the time being of the Company;

“**DTRs**” means the Disclosure and Transparency Rules (as amended from time to time) of the Handbook;

“**electronic communication**” has the same meaning as in the Electronic Communications (Jersey) Law 2000 as amended;

“**Employees’ Share Scheme**” means a scheme for encouraging or facilitating the holding of shares or debentures in the Company by or for the benefit of:-

- (a) the bona fide employees or former employees of the Company or any subsidiary of the Company; or
- (b) the wives, husbands, widows, widowers or children or step-children under the age of 18 of such employees or former employees;

“**Equity Share Capital**” means the Company’s issued share capital excluding any part of that capital which, neither as respects dividends nor as respects capital, carries any right to participate beyond a specified amount in a distribution;

~~“**Extraordinary Resolution**” means a resolution passed by a majority of not less than three fourths of such Members as (being entitled to do so) vote in person or by proxy, at a General Meeting of which notice specifying the intention to propose the resolution as an extraordinary resolution has been duly given;~~

~~“**Flying Brands (UK)**” means Flying Brands Holdings (UK) PLC, a company incorporated in England, Number 2767966;~~

~~“**Flying Brands Unit**” means one Ordinary Share in the capital of the Company and one ‘A’ Ordinary Share of 0.005p in the capital of Flying Brands (UK) (“an ‘A’ Ordinary Share”) held by the same person with the same designation;~~

“**General Meeting**” or “**Meeting**” means a general meeting of the Members of the Company, including, for the avoidance of doubt, an Annual General Meeting;

“**the Group**” means the Company and any company which is for the time being a subsidiary of the Company;

“**Handbook**” means the UK Financial ~~Services~~ Conduct Authority Handbook;

“**the Law**” means the Companies (Jersey) Law 1991 including any statutory modification or re-enactment thereof for the time being in force and subordinate legislation made thereunder;

“**Member**” means in respect of any share in the Company the person or persons named for the time being in the Register as the holder(s) thereof;

“**Month**” means calendar month;

“**the Office**” means the registered office in the Island of Jersey for the time being of the Company;

**“Ordinary Resolution”** means a resolution of the Company in General Meeting adopted by a simple majority of the votes cast at that meeting;

**“Ordinary Share”** means an ordinary share of 1p in the capital of the Company;

**“Paid Up”** includes credited as paid up;

**“the Prescribed Rate”** means an annual rate of interest equal to two per cent above the Base Lending Rate (or any equivalent thereof or successor thereto) published from time to time by Barclays Bank Plc being the Base Lending Rate in effect at the close of business on the day immediately preceding the day on which such rate falls to be determined;

**“Quoted Company”** means a company whose equity share capital ~~(whether combined in a Flying Brands Unit or not)~~ is included in the official list in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000 of the United Kingdom.

**“the Register”** means the register of Members of the Company and, as appropriate, any overseas branch register kept by the Company by virtue of the Companies (Overseas Branch Registers) (Jersey) Order 1992;

**“the Seal”** means the common seal of the Company and, as appropriate, any official seal kept by the Company by virtue of ~~article~~Article 23 of the Law;

**“the Secretary”** means the secretary of the Company and (subject to the provisions of the Law) any joint assistant or deputy secretary and any person appointed by the Directors to perform any of the duties of the secretary;

**“Share”** means an equity security in the capital of the Company of any class;

**“Special Resolution”** means a resolution passed by a majority of not less than two ~~(~~thirds of the Members who (being entitled to do so) vote in person, or by proxy, at ~~a~~ General Meeting or at a separate meeting of the holders of a class of shares in the Company of which in either case not less than ~~21~~14 days~~’~~ notice specifying the intention to propose the resolution as a special resolution has been duly given;

~~**“the Statutes”** means the Law, the 1985 Act, the 2006 Act and every other Law or Regulation for the time being in force concerning companies and affecting the Company;~~

**“Sterling”** means the lawful currency of the United Kingdom;

**“Uncertificated”** means, in relation to a Share, a Share title to which is recorded in the register as being held in uncertificated form and title to which, by virtue of the Uncertificated Securities Order, may be transferred by means of a relevant system;

**“uncertificated proxy instruction”** means an instruction or notification sent by means of a relevant system and received by such participant in that system acting on behalf of the Company as the Board may prescribe, in such form and subject to such

terms and conditions as may from time to time be prescribed by the Board (subject always to the facilities and requirements of the relevant system concerned);

**“Uncertificated Securities Order”** means the Companies (Uncertificated Securities) (Jersey) Order 1999, as amended from time to time, including any provisions of or under the Law which alter or replace such regulations;

**“the United Kingdom”** means Great Britain and Northern Ireland;

**“in Writing”** means written, printed, lithographed, or photographed, or visibly expressed in all or any of these or any other modes of representing or reproducing words.

- 2.2 Words importing the singular number only shall include the plural number, and vice versa.
- 2.3 Words importing the masculine gender only shall include the feminine gender.
- 2.4 Words importing persons shall include corporations.
- 2.5 The expressions “share” and “shareholder” shall include stock and stockholder. The expressions “debenture” and “debenture holder” shall include debenture stock and debenture stockholder.
- 2.6 Subject as aforesaid, any words or expressions defined in the ~~Statutes~~Law shall (except where the subject or context otherwise requires) bear the same meaning in these Articles.
- 2.7 The expressions “approved operator” and “participating security” have the meaning as in the Uncertificated Securities Order.
- 2.8 “relevant system” means a computer system which has the purposes described in article 2 of the Uncertificated Securities Order.
- 2.9 All references in the Articles to the giving of instructions by means of a relevant system shall be deemed to relate to a properly authenticated dematerialised instruction given in accordance with the Uncertificated Securities Order. Notwithstanding the other provisions of these Articles, the giving of such instructions shall be subject to:
  - 2.9.1 the facilities and requirements of the relevant system;
  - 2.9.2 the Uncertificated Securities Order; and
  - 2.9.3 the extent to which such instructions are permitted by or practicable under the rules and practices from time to time of the approved operator of the relevant system.
- 2.10 References to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force.

- 2.11 References to “Articles” are references to articles of these Articles unless the context otherwise requires.
- 2.12 The headings contained in these Articles are included for convenience only and shall not affect the construction of these Articles.
- 2.13 A Special ~~Resolution or Extraordinary~~ Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles.

### 3 **BUSINESS**

Any branch or kind of business which, by the Memorandum of Association of the Company or these Articles, is either expressly or by implication authorised to be undertaken by the Company may be undertaken by the Company at such time as the Board shall think fit and further, may be suffered by them to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with such branch or kind of business.

### 4 **CAPITAL**

#### **Share capital:**

- 4.1 Subject to the provisions of Articles 4.8 - 4.15 and the Law (~~in particular articles 38 and 52 of the Law~~) the Directors are generally authorised to approve the allotment, grant of options over, grant of warrants in respect of or otherwise dispose of Shares to such persons, at such times and on such terms as they think fit provided that:
- 4.1.1 any Share may be issued with such rights or restrictions as to issuance as the Company may by Ordinary Resolution determine; and
- 4.1.2 the Company may, pursuant to ~~article~~ Article 40 of the Law, issue fractions of Shares and any such fractional Shares shall rank pari passu in all respects with the other Shares of the same class issued by the Company.
- 4.2 Subject to the provisions of these Articles in particular Article 4.7, the unissued Shares shall be at the disposal of the Directors and they may allot, grant options over, grant warrants in respect of or otherwise dispose of them to such persons, at such times and generally on such terms as they think fit.
- 4.3 ~~4.2 Subject to the provisions of article 36 of the Law, no Shares may be issued by the Company at a discount. Subject to the provisions of articles 38 and 55 of~~ Subject to the provisions of the Law, the Company may issue Shares which are to be redeemed, or are liable to be redeemed, at the option of the Company or at the option of the Member holding such redeemable Shares and on such terms and in such manner as may be determined by Ordinary Resolution.
- 4.4 The Board may at any time after the allotment of a Share but before a person has been entered in the Register as the holder of the Share recognise a renunciation of



the Share by the allottee in favour of another person and may grant to an allottee a right to effect a renunciation on such terms and conditions as the Board thinks fit.

- 4.5 Save as required by law or as ordered by a court of competent jurisdiction, no person shall be recognised by the Company as holding any Share upon any trust and (save as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise (even when having notice thereof) any interest in any Share save an absolute right of the holder of such Share to the entirety thereof.
- 4.6 Subject to Article 4.14, the Company, when proposing to allot Shares or fractions of Shares of any class:
- 4.6.1 shall not allot any of them on any terms to a person unless it has made an offer to each person who is a Member and who holds Shares of the relevant class on the same or more favourable terms of a proportion of those Shares which is as nearly as practicable equal to the proportion in nominal value held by the Member of the relevant class of Shares then in issue; and
- 4.6.2 shall not allot any of those Shares to a person unless the period during which any such offer may be accepted by the relevant current Members has expired or the Company has received a notice of the acceptance or refusal of every offer so made from such Members.
- 4.7 Article 4.6 shall not apply to an allotment of Shares if such Shares are or are to be, wholly or partly paid as otherwise than in cash.
- 4.8 Article 4.6 shall not apply to any Shares allotted or issued pursuant to the terms of an Employee Share Scheme.
- 4.9 An offer under Article 4.6 shall be made to Members in writing and shall be made to a Member either personally or by sending it by post to that Member or to his registered address or, if he has no registered address in the United Kingdom or Jersey, to the address in the United Kingdom or Jersey supplied by the Member to the Company for the giving of notice to him or by means of electronic communication (in accordance with the Electronic Communications (Jersey) Law 2000). If sent by post the offer is deemed to be made at the date a posted document would be deemed to be delivered in accordance with Article 41.5. If sent by electronic communication, the offer is deemed received by the Member within 48 hours of its dispatch.
- 4.10 Where Shares are held by two or more persons jointly, an offer under Article 4.6 may be made to the joint Member first named in the Register in respect of the Shares.
- 4.11 In the case of a Member's death or bankruptcy, the offer must be made:
- 4.11.1 by sending it by post in a prepaid letter addressed to the persons claiming to be entitled to the Shares in consequence of the death or bankruptcy by name, or by the title of the representatives of the deceased, or trustee of

the bankruptcy, or by any like description, at the address in the United Kingdom or Jersey supplied for the purpose by those claiming; or

- 4.11.2 until any such address has been so supplied giving the notice in any manner in which it would have been given if the death or bankruptcy has not occurred.
- 4.12 If the relevant Member in relation to an offer under Article 4.6 has no registered address in the United Kingdom or Jersey for the service of notices on him or is the holder of a warrant for Shares the offer may be made by causing it or a notice of where a copy may be obtained or inspected to be published in the London Gazette or the Financial Times.
- 4.13 An offer pursuant to Article 4.6 must state a period of not less than 21 days during which it may be accepted and the offer shall not be withdrawn before the end of that period.
- 4.14 Notwithstanding the provisions of Articles 4.6 to 4.13, the Directors may be given by virtue of a Special Resolution the power to allot Shares either generally or in respect of a specific allotment such that:
- 4.14.1 Article 4.6 shall not apply to the allotment; or
- 4.14.2 Article 4.6 shall apply to the allotment with such modifications as the Directors may determine; and
- 4.14.3 the authority granted by the Special Resolution may be granted for such period of time as the Special Resolution permits and such authority may be revoked by a further Special Resolution. Notwithstanding that any such Special Resolution may have expired, the Directors may allot Shares in pursuance of an offer or agreement previously made by the Company, if the Special Resolution enabled the Company to make an offer or agreement which would or might require Shares to be allotted after it expired.
- 4.15 A Special Resolution under Article 4.14 shall not be proposed in respect of a specific allotment unless it is recommended by the Directors and there has been circulated, with the notice for the meeting at which the resolution is to be decided, a proposal to the Members entitled to have that notice a written statement by the Directors setting out:
- 4.15.1 their reasons for making the recommendations;
- 4.15.2 the amount to be paid to the Company in respect of the Shares to be allotted; and
- 4.15.3 the Directors' justification of that amount.
- 4.16 Without prejudice to any special rights for the time being conferred on the holders of any class of ~~shares~~ Shares (which special rights shall not be modified, varied or

abrogated except with such consent or sanction as is provided for by Article 16), any ~~share~~ Share in the Company (whether forming part of the present capital or not) may be issued with such preferred, deferred, or other special rights, or subject to such conditions or restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by Special Resolution direct, or failing such direction (but in the case of unclassified shares only) as the Board may determine. The Company shall, if required in accordance with ~~article~~ Article 54 of the Law, within one month from allotting ~~shares~~ Shares deliver to the Registrar of Companies a statement containing particulars of those rights. Where the equity capital of the Company includes ~~shares~~ Shares with different voting rights, the designation of each class of ~~shares~~ Shares other than those with the most favourable voting rights will include the words "restricted voting" or "limited voting". Where the equity share capital of the Company includes ~~shares~~ Shares which do not carry voting rights, the words "non-voting" will appear in the designation of such ~~shares~~ Shares.

## 5 SHARES

~~5.1 Save as expressly permitted by article 58 of the Law, the Company shall not give financial assistance, whether directly or indirectly, for the purpose of the acquisition of any share in the Company or its holding company (if any) or for reducing or discharging any liability incurred for the purpose of any such acquisition.~~

5.1 ~~5.2~~ Subject to the Law and these Articles, the Directors shall have unconditional authority to allot, grant options over, offer or otherwise deal with or dispose of any ~~share~~ Share of the Company to such persons, at such times and generally on such terms and conditions as the Directors may determine ~~provided that the Directors shall not allot or dispose of any Ordinary Shares to any person unless the Directors are satisfied that contemporaneously therewith the directors of Flying Brands (UK) allot or dispose of to that person such number of "A" Ordinary Shares as is equal to the number of Ordinary Shares to be so allotted or disposed of and in relation to any such allotment the Directors may in their discretion and subject to the provisions of the Statutes, apply the moneys of the Company in subscribing at par on behalf of and in the name of such person for such number of "A" Ordinary Shares as shall be required to be so allotted to such person.~~

5.2 ~~5.3~~ The Company may in connection with the issue of any ~~shares~~ Shares exercise all powers of paying commission and brokerage conferred or permitted by the ~~Statutes~~ Law. Any such commission or brokerage may be satisfied in fully paid ~~shares~~ Shares in the Company, ~~in which case articles 35 and 36 of the Law shall be complied with.~~ In addition to all other powers of paying commissions, the Company (or the Board on behalf of the Company) may exercise the powers conferred by the ~~Statutes~~ Law of applying its ~~shares~~ Shares or capital moneys in paying commissions to persons subscribing or procuring subscriptions for ~~shares~~ Shares of the Company or agreeing so to do, whether absolutely or conditionally provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the ~~Statutes~~ Law and shall not exceed 10 per cent of the price at which the ~~shares~~ Shares in respect whereof the commission is paid are

allotted or an amount equivalent thereto. The Company (or the Board on behalf of the Company) may also, on any allotment of ~~shares~~Shares, pay such brokerage as may be lawful.

5.3 ~~5.4~~If two or more persons are registered as joint holders of any ~~share~~Share, any one of such persons may give effectual receipts for any dividend or other moneys payable in respect of such ~~share~~Share.

5.4 ~~5.5~~The Company shall keep the Register and such other registers and associated indices in relation to its Members as may be required by the ~~Statutes~~Law and shall maintain such registers and indices in accordance with the ~~Statutes~~Law. Save as required by the ~~Statutes~~Law or provided by these Articles or otherwise required by law, no person shall be recognised by the Company as holding any ~~share~~Share upon any trust, and the Company shall not be bound by or required to recognise any equitable, contingent, future or partial interest in any ~~share~~Share or (except only as by these Articles otherwise expressly provided or as by the ~~Statutes~~Law required or pursuant to an order of Court) any right whatsoever in respect of any ~~share~~Share, other than an absolute right to the entirety thereof in the registered holder.

5.5 ~~5.6~~Subject to the provisions of the ~~Statutes~~Law, the Company may:

5.5.1 ~~5.6.1~~issue or convert existing non-redeemable ~~shares~~Shares, whether issued or not, into ~~shares~~Shares which are to be redeemed or are liable to be redeemed at the option of the Company or of the ~~shareholder~~Member; and

5.5.2 ~~5.6.2~~with the sanction of such Special Resolution as may be required by the ~~Statutes~~Law, purchase its own ~~shares~~Shares (including any redeemable ~~shares~~Shares) or enter into such agreement (contingent or otherwise) in relation to the purchase of its own ~~shares~~Shares on such terms and in such manner as may be approved by such resolution and permitted by the ~~Statutes~~Law provided that no purchase by the Company of its own ~~shares~~Shares will take place unless it has been sanctioned by the holders of any class of ~~shares~~Shares in the capital of the Company in accordance with Article 16 and provided further where the Company has issued any convertible ~~shares~~Shares, no purchase by the Company of its own ~~shares~~Shares will take place unless it has been sanctioned by ~~an~~Extraordinary a Special Resolution passed at a separate class meeting of the holders of each class of convertible ~~shares~~Shares in the capital of the Company and provided also that any purchase for redemption by the Company of redeemable ~~shares~~Shares shall be (a) limited to a maximum price not exceeding 5 per cent above the average of the middle market quotations taken from the London Stock Exchange Daily Official List for the 10 business days before the purchase is made and (b) if made by tender, the tender shall be made available to all Members on the same terms~~;~~

~~provided always that the Company shall not issue, convert or purchase any Ordinary Share comprised in a Flying Brands Unit pursuant to this Article 5.6 unless the~~

~~Directors are satisfied that similar or equivalent actions will be taken, or have been taken by Flying Brands (UK) in respect of the 'A' Ordinary Share comprised in the same Flying Brands Unit.~~

## 6 UNCERTIFICATED SHARES

- 6.1 Subject to the Law and to the Uncertificated Securities Order, the Board has the power to resolve that a class of Shares shall become a participating security and/or that a class of Shares shall cease to be a participating security.
- 6.2 Uncertificated Shares of a class are not to be regarded as forming a separate class from certificated Shares of that class.
- 6.3 A Member may, in accordance with the Uncertificated Securities Order, change a Share of a class which is a participating security from a certificated Share to an uncertificated Share and from an uncertificated Share to a certificated Share and the Company or a Director may exercise a power of attorney, herewith granted by the relevant Member, to do all such acts and to execute all such documents and agreements on behalf of such Member in order to change an uncertificated Share into a certificated Share.
- 6.4 Where the Company is entitled under any provision of the Law, the Uncertificated Securities Order or these Articles to sell, transfer or otherwise dispose of, forfeit, re-allot, accept the surrender of or otherwise enforce a lien over a Share held in uncertificated form, the Company may:
- 6.4.1 give notice to a Member requiring the Member to change uncertificated Shares to certificated Shares by the time stated in the notice and to hold that Share in certificated form so long as required by the Company;
  - 6.4.2 require the holder of that uncertificated Share by notice to give any instructions necessary to transfer title to that Share by means of the relevant system within the period specified in the notice;
  - 6.4.3 require the holder of that uncertificated Share by notice to appoint any person to take any step, including without limitation the giving of any instructions by means of the relevant system, necessary to transfer that Share within the period specified in the notice;
  - 6.4.4 require the operator to convert that uncertificated Share into certificated form in accordance with the Uncertificated Securities Order; and
  - 6.4.5 take any action that the Board considers appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of that Share or otherwise to enforce a lien in respect of that Share.
- 6.5 While a class of Shares is a participating security, the Articles only apply to an uncertificated Share of that class to the extent that they are consistent with:
- 6.5.1 the holding of Shares of that class in uncertificated form;

- 6.5.2 the transfer of title to Shares of that class by means of a relevant system;  
and
- 6.5.3 the Uncertificated Securities Order.
- 6.6 The Board has authority to lay down regulations which govern the issue, holding and transfer and, where appropriate, the mechanics of conversion and redemption of Uncertificated Shares and make any other provisions which the Board considers are necessary to ensure that the Articles are consistent with the Uncertificated Securities Regulations and with any rules or guidance of an operator of a relevant system under the Uncertificated Securities Regulations. These regulations will, if they say so, apply instead of the other provisions in the Articles relating to certificates and the transfer, conversion and redemption of ~~shares~~ Shares and other securities and any other provisions which are not consistent with the Uncertificated Securities Regulations.

## 7 CERTIFICATES

- 7.1 Every Member shall without payment be entitled to receive within two months after the allotment of ~~shares~~ Shares to him or lodgement of a transfer of ~~shares~~ Shares to or by him (or within such other period as the conditions of issue shall provide) one certificate for all the ~~shares~~ Shares of each class registered or remaining registered in his name provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders and delivery of such certificate to any one of them shall be sufficient delivery to all. Where part of the ~~shares~~ Shares comprised in a certificate are transferred, the Member transferring shall be entitled without payment to a certificate for the balance thereof. Shares of different classes may not be included in the same certificate. Unless the Board otherwise determines, no definitive certificate shall be issued in respect of ~~shares~~ Shares held by a nominee of a stock exchange upon which those ~~shares~~ Shares are to be, or are, listed.
- 7.2 Every certificate shall be under the Seal and shall specify the number, class and distinctive numbers (if any) of the ~~shares~~ Shares to which it relates and the amount Paid Up thereon and (subject as hereinafter provided) shall bear the autographic signatures of at least one Director and the Secretary provided that the Board by resolution may determine that such signatures or either of them shall be dispensed with or shall be affixed by such other person as may be authorised by the Board or some method or system of mechanical signature.
- 7.3 If and so long as all the issued ~~shares~~ Shares of a particular class are fully Paid Up and rank pari passu for all purposes, then none of those ~~shares~~ Shares shall be distinguished by a denoting number. A Member may require more than one certificate in respect of the ~~shares~~ Shares held by him in the capital of the Company for the time being on the payment of such sum not exceeding 20p for each additional certificate as the Board may determine provided that no Member shall be entitled to more than one certificate in respect of any one ~~share~~ Share held by him.

~~7.4 Every certificate in respect of an Ordinary Share comprised in a Flying Brands Unit shall only be issued in conjunction with a certificate issued by Flying Brands (UK) in respect of the 'A' Ordinary Share comprised in the same Flying Brands Unit.~~

7.4 ~~7.5~~ If any such certificate is worn out, defaced, destroyed or lost, it may be replaced by a new certificate without payment on such evidence being produced as the Board may require and, in the case of wearing out or defacement, on delivery up of the old certificate and, in the case of destruction or loss, on execution of such indemnity (if any) as the Board may require. The Company shall be entitled to destroy any old certificate which has been replaced.

## 8 CALLS ON SHARES

8.1 The Board may, subject to the provisions of these Articles and to any conditions of issue, from time to time make such calls upon the Members in respect of all moneys unpaid on their ~~shares~~ Shares (whether on account of the nominal value of the ~~shares~~ Shares or by way of premium) as it thinks fit provided that 14 Clear Days' notice at least is given of each call, and each Member shall be liable to pay the amount of every call so made upon him to the persons and at the times and places appointed by the Board.

8.2 A call may be made payable by instalments.

8.3 A call shall be deemed to have been made as soon as the resolution of the Board authorising such call shall have been passed and an entry in the Minute Book of a resolution of the Board making the call shall be conclusive evidence of the making of the call.

8.4 A call may be revoked or postponed as the Board may determine.

8.5 The joint holders of a ~~share~~ Share shall be jointly and severally liable to pay all calls and instalments in respect thereof.

8.6 If on the day appointed for payment thereof, a call or instalment payable in respect of a ~~share~~ Share is not paid, the person from whom the amount of the call is due shall pay interest on such amount at the Prescribed Rate from the day appointed for payment thereof to the date of actual payment, but the Board shall have power to waive payment of or remit such interest or any part thereof.

8.7 Any sum which by the terms of issue of a ~~share~~ Share is made payable upon allotment or at any fixed date whether on account of the amount of the ~~share~~ Share or by way of premium, shall for all purposes of these Articles be deemed to be a call duly made and payable on the date fixed for payment and in case of non-payment, the provisions of these Articles as to payment of interest and expenses, forfeiture and the like and all other relevant provisions of the ~~Statutes~~ Law or of these Articles shall apply as if such sum were a call duly made and notified as hereby provided.

8.8 The Board may make arrangements upon the issue of ~~shares~~ Shares for different conditions to apply as between the holders of such ~~shares~~ Shares either as to the

amount of calls to be paid or the time of payment of such calls with respect to such ~~shares~~ Shares or both.

- 8.9 The Board may receive from any Member willing to advance the same, all or any part of the moneys due upon his ~~shares~~ Shares beyond the sums actually called up thereon and upon all or any of the moneys so advanced the Board may (until the same would, but for such advance, become presently payable) pay or allow such interest (not exceeding, without the consent of a General Meeting the Prescribed Rate) as may be agreed between it and such Member, in addition to the dividend payable upon such part of the ~~shares~~ Shares in respect of which such advance has been made as is actually called up. No sum paid up in advance of calls shall entitle the holder of a ~~share~~ Share in respect thereof to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.
- 8.10 No Member shall be entitled to receive any dividend or to be present or vote at any Meeting or upon a poll or to exercise any right or privilege as a Member, until he shall have paid all calls for the time being due and payable on every ~~share~~ Share held by him, whether alone or jointly with any other person, together with interest and expenses in respect of such calls.

## 9 FORFEITURE

- 9.1 If a Member or person entitled to a ~~share~~ Share by transmission upon the death or bankruptcy of a Member fails to pay in full any call or instalment of a call on or before the day appointed for payment thereof, the Board may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest and expenses which may have accrued.
- 9.2 The notice shall name a further day (not being less than 14 days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that in the event of non-payment in accordance therewith the ~~shares~~ Shares on which the call was made will be liable to be forfeited.
- 9.3 If the requirements of any such notice as aforesaid are not complied with, any ~~share~~ Share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited ~~share~~ Share and not actually paid before forfeiture. The Board may accept a surrender of any ~~share~~ Share liable to be forfeited hereunder in lieu of forfeiture and the provisions of these Articles shall apply to any ~~share~~ Share so surrendered as if it had been forfeited.
- 9.4 Subject to the provisions of the ~~Statutes~~ Law, a ~~share~~ Share so forfeited or surrendered shall become the property of the Company and may, subject to the restrictions in these Articles on the sale, allotment and disposition of Ordinary Shares ~~comprised in a Flying Brands Unit~~, be sold, re-allotted or otherwise disposed of either



to the person who was before such forfeiture or surrender the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Board shall think fit. At any time before a sale, re-allotment or disposal, the forfeiture or surrender may be cancelled on such terms as the Board may think fit. The Board may, if necessary, authorise some person to transfer a forfeited or surrendered ~~share~~ Share to any such other person as aforesaid.

- 9.5 A Member whose ~~shares~~ Shares have been forfeited or surrendered shall cease to be a Member in respect of such ~~shares~~ Shares, but shall, notwithstanding the forfeiture or surrender, remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the ~~shares~~ Shares with interest thereon at the Prescribed Rate.

## 10 LIEN

- 10.1 The Company shall have a first and paramount lien upon every ~~share~~ Share (not being a ~~share~~ Share which is ~~fully~~ fully Paid Up) registered in the name of any Member, either alone or jointly with any other person, for his or his estate's debts, liabilities and engagements, whether solely or jointly with any other person, to or with the Company in respect of that ~~share~~ Share, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not. Such lien shall extend to all dividends from time to time declared or other moneys paid in respect of every such ~~share~~ Share but the Board may at any time declare any ~~share~~ Share to be exempt, wholly or partially, from the provisions of this Article.
- 10.2 For the purposes of enforcing such lien the Company may, subject to the restrictions in these Articles on the sale, allotment and disposition of Ordinary Shares ~~comprised in a Flying Brands Unit~~, sell, in such manner as the Board thinks fit, any ~~share~~ Share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of 14 Clear Days after a notice in Writing, stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the ~~share~~ Share or the person entitled thereto by transmission in consequence of death or bankruptcy and provided that payment of all sums in respect of which the lien exists has not been made.
- 10.3 The net proceeds of such sale, after payment of the costs of such sale, shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the ~~shares~~ Shares prior to the sale) be paid to the person entitled to the ~~shares~~ Shares at the time of the sale. For giving effect to any such sale the Board may authorise some person to transfer the ~~shares~~ Shares sold to the purchaser thereof.
- 10.4 A statutory declaration in Writing that the declarant is the Secretary or a Director and that a ~~share~~ Share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the ~~share~~ Share

and such declaration and the receipt of the Company for the consideration (if any) given for the ~~share~~ Share on the sale re-allotment or disposal thereof together with the ~~share~~ Share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the ~~share~~ Share and the person to whom the ~~share~~ Share is sold, re-allotted or disposed of shall be registered as the holder of the ~~share~~ Share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the ~~share~~ Share be affected by any irregularity or invalidity in the proceedings with reference to the forfeiture, surrender, sale, re-allotment or disposal of the ~~share~~ Share.

## 11 TRANSFER OF SHARES

11.1 Subject to the conditions and restrictions contained in these Articles any Member may transfer all or any of his ~~shares~~ Shares by instrument of transfer but not more than one class of ~~share~~ Share shall be transferred by one instrument of transfer.

11.2 The Board may adopt procedures for recording, transferring and evidencing title to its ~~shares~~ Shares without a written instrument provided that such procedures shall be in accordance with the ~~Statutes~~ Law and regulations made pursuant thereto.

11.3 The Board may refuse to register any transfer of any ~~share~~ Share:

11.3.1 which is in favour of more than four persons jointly; or

11.3.2 unless the instrument of transfer is duly stamped and is accompanied by the certificate of the ~~shares~~ Shares to which it relates (save in the case of a transfer by a nominee of a recognised investment exchange to whom no certificate was issued) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; or

11.3.3 where the instrument of transfer is in respect of more than one class of ~~share~~ Share; or

11.3.4 which is in favour of a minor or a person who is then suffering from a mental disorder and where any of the events specified in Article 28.1.3 have occurred in relation to him; ~~or~~

~~11.3.5 where the transfer is in respect of an Ordinary Share comprised in a Flying Brands Unit unless there is produced to the Board such evidence as it may reasonably require to ensure that on the same occasion there is being transferred to the same person the 'A' Ordinary Share comprised in the same Flying Brands Unit.~~

11.4 The Board may in its absolute discretion and without assigning any reason refuse to register a transfer of a ~~share~~ Share which is not fully paid up, provided that the refusal does not prevent dealings in ~~shares~~ Shares in the Company from taking place on an open and proper basis.

- 11.5 Subject to Article 13.6.2 the Board may, in its absolute discretion, refuse to register any transfer of ~~shares~~ Shares which relates to ~~shares~~ Shares held by a Member in relation to which he or any other person appearing to be interested in such ~~shares~~ Shares has been duly served with a notice under any provision of these Articles for the time being in force enabling the Company by notice in writing to require any persons to give any information regarding those ~~shares~~ Shares.
- 11.6 If the Board refuses to register a transfer of any ~~share~~ Share it shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal, as required by article 42(5) of the Law.
- 11.7 No fee shall be charged for registration of a transfer, probate, letters of administration, certificate of marriage or death, stop notice, power of attorney or other document relating to or affecting the title to any ~~share~~ Share or for making any entry in the Register affecting the title to any ~~share~~ Share.
- 11.8 The registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine provided that the Register shall not be closed for more than 30 days in any year.
- 11.9 All instruments of transfer which are registered may be retained by the Company but any instrument of transfer which the Board refuses to register shall (except in the case of fraud) be returned to the person depositing the same. Subject as hereinbefore provided, the Company shall be entitled to destroy all instruments of transfer of ~~shares~~ Shares and other supporting documents which have been registered at any time after the expiration of six years from the date of registration thereof and all dividend mandates and notification of changes of address or name and all registered share certificates which have been cancelled at any time after the expiration of one year from the date of cancellation thereof and it shall conclusively be presumed in favour of the Company that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every share certificate so destroyed was a valid certificate duly and properly cancelled provided that:
- 11.9.1 the provisions aforesaid shall apply only to the destruction of documents in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- 11.9.2 nothing herein contained shall be construed as imposing on the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of ~~provisio~~ Article 11.9.1 above are not fulfilled; and
- 11.9.3 references herein to the destruction of any document include references to the disposal thereof in any manner.
- 11.10 Nothing, ~~in~~ these Articles shall preclude the Board from recognising a renunciation of the allotment of any ~~share~~ Share by the allottee in favour of some other person.

## 12 TRANSMISSION OF SHARES

- 12.1 In case of the death of a Member the survivor or survivors (where the deceased was a joint holder) and the executors or administrators of the deceased (where he was a sole or only surviving holder) shall be the only persons recognised by the Company as having any title to his interest in the ~~shares~~ Share but nothing in these Articles shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any ~~share~~ Share held by him.
- 12.2 Any person becoming entitled to a ~~share~~ Share in consequence of the death or bankruptcy of a Member may, upon such evidence as to title being provided as may from time to time be required by the Board and subject as hereinafter provided, either be registered himself as holder of the ~~share~~ Share upon giving to the Company notice in writing of his desire to such effect or transfer such ~~share~~ Share to some other person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of ~~shares~~ Share shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by such Member.
- 12.3 Save as otherwise provided by or in accordance with these Articles, a person becoming entitled to a ~~share~~ Share in consequence of the death or bankruptcy of a Member shall (upon supplying to the Company such evidence as the Board may reasonably require as to his title to the ~~share~~ Share) be entitled to receive, and may give a discharge for, all benefits arising or accruing on or in respect of the ~~share~~ Share and the same dividends and other advantages to which he would be entitled if he were the registered holder of the ~~share~~ Share except that he shall not be entitled in respect thereof to exercise any right conferred by membership in relation to Meetings until he shall have been registered as a Member in respect of the ~~share~~ Share provided always that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the ~~share~~ Share and if within 60 days the notice is not complied with such person shall be deemed to have elected to be registered as a Member in respect thereof and may be registered accordingly.

## 13 DISCLOSURE OF INTERESTS IN SHARES

- 13.1 If at any time the Company is a Quoted Company, the provisions of section 793 of the 2006 Act, which provisions are incorporated by reference in these Articles and are available to the Members from the Secretary at no charge, shall apply and to that end the reference to a "public company" in the said section 793 shall mean the Company for the purposes of this Article 13.
- 13.2 If any Member, or any other person appearing to the Directors to be interested in any Shares held by such Member, has been duly served with a notice pursuant to section 793 of the 2006 Act (as incorporated by reference into Article 13.1 above) and is in default for the period of 14 days from the date of service of the notice under the said section 793 in supplying to the Company the information thereby required, then the

Company may (at the absolute discretion of the Directors) at any time thereafter by notice (a "restriction notice") to such Member direct that, in respect of the ~~shares~~ Shares in relation to which the default occurred and any other ~~shares~~ Shares held at the date of the restriction notice by the Member, or such of them as the Directors may determine from time to time (the "restricted shares" which expression shall include any further shares which are issued in respect of any restricted shares), the Member shall not, nor shall any transferee to which any of such ~~shares~~ Shares are transferred other than pursuant to a permitted transfer or pursuant to Article 13.3 below, be entitled to be present or to vote on any question, either in person or by proxy, at any general meeting of the Company or separate general meeting of the holders of any class of ~~shares~~ Shares of the Company, or to be reckoned in a quorum.

13.3 Where the restricted shares represent at least 0.25 per cent (in nominal value) of the issued ~~shares~~ Shares of the same class as the restricted shares, then the restriction notice may also direct that:

13.3.1 any dividend or any part thereof or other monies which would otherwise be payable on or in respect of the restricted shares shall be withheld by the Company, shall not bear interest against the Company and shall be payable (when the restriction notice ceases to have effect) to the person who would but for the restriction notice have been entitled to them; and/or

13.3.2 where an offer of the right to elect to receive Shares instead of cash in respect of any dividend or part thereof is or has been made by the Company, any election made thereunder by such Member in respect of such restricted shares shall not be effective; and/or

13.3.3 no transfer of any of the restricted shares held by such Member shall be recognised or registered by the Directors unless the transfer is a permitted transfer or:

(a) the Member is not himself in default as regards supplying the information required; and

(b) the transfer is of part only of the Member's holding and, when presented for registration, is accompanied by a certificate by the Member in a form satisfactory to the Directors to the effect that after due and careful enquiry the Member is satisfied that none of the ~~shares~~ Shares the subject of the transfer are restricted shares.

Upon the giving of a restriction notice its terms shall apply accordingly.

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

13.5 Any restriction notice shall have effect in accordance with its terms until not more than seven days after the Directors are satisfied that the default in respect of which the restriction notice was issued no longer continues but shall cease to have effect in

relation to any ~~shares~~ Shares which are transferred by such Member by means of a permitted transfer or in accordance with Article 13.3 above on receipt by the Company of notice that a transfer as aforesaid has been made. The Company may (at the absolute discretion of the Directors) at any time give notice to the Member cancelling, or suspending for a stated period the operation of, a restriction notice in whole or in part.

13.6 For the purposes of Articles 13.1 to 13.8 (inclusive):

13.6.1 a person shall be treated as appearing to be interested in any ~~shares~~ Shares if the Member holding such ~~shares~~ Shares has given to the Company a notification whether following service of a notice under the said section 793 or otherwise which either:

- (a) names such person as being so interested; or
- (b) (after taking into account the said notification and any other relevant information in the possession of the Company) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the ~~shares~~ Shares; and

13.6.2 a transfer of ~~shares~~ Shares is a permitted transfer if but only if:

- (a) it is a transfer by way of, or in pursuance of, acceptance of a takeover offer for the Company (as defined in section 974 of the 2006 Act); or
- (b) the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the ~~shares~~ Shares to a third party unconnected with the transferring Member or with any other person appearing to the Directors to be interested in such ~~shares~~ Shares (and for the purposes of this Article 13.6.2(b) any associate (as that term is defined in section 435 of the United Kingdom Insolvency Act 1986) of the Member or of any other person appearing to the Directors to be interested in any of the restricted shares shall be deemed to be connected with the transferring Member); or
- (c) the transfer results from a sale made on or through any stock exchange (whether in or outside the United Kingdom) on which the Company's ~~shares~~ Shares of the same class as the restricted shares are normally traded or dealt.

13.7 For so long as the Company is obliged to comply with the DTRs, the Company and the Members shall comply with DTR5 (Vote Holder and Issuer Notification Rules), and make notifications, as if the Company was an "issuer" – but not a "non-UK issuer" – within the meaning of DTR5.

13.8 The provisions of Articles 13.1 to 13.8 (inclusive) shall be in addition and without prejudice to the provisions of the Law and nothing done by the Company pursuant to Articles 13.1 to 13.8 (inclusive) shall prejudice the Company's rights under the same.

## 14 STOCK

14.1 The Company may, from time to time, by Special Resolution, convert all or any of its fully Paid Up ~~shares~~ Shares into stock, and may from time to time, in like manner, convert any stock into fully Paid Up ~~shares of any denomination provided that so long as Flying Brands Units are in existence the Company shall not convert any Ordinary Shares into stock unless the Directors are satisfied that similar or equivalent action and resolutions will be or have been taken and passed by Flying Brands (UK) at the same time in respect of the 'A' Ordinary Shares composed in any such Flying Brands Units~~ Shares of any denomination. No such conversion shall affect or prejudice any preference or other special privilege.

14.2 When any ~~shares~~ Shares have been converted into stock, the several holders of such stock may transfer their respective interests therein, or any part of such interests, in such manner as the Company by Special Resolution directs but in default of any such direction in the same manner and subject to the same regulations as and subject to which the ~~shares~~ Shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances will admit. The Board may, from time to time, fix the minimum amount of stock transferable provided that such minimum shall not exceed the nominal amount of each of the ~~shares~~ Shares from which the stock arose.

14.3 The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at General Meetings and other matters and be subject to the same provisions of these Articles as if they held the ~~shares~~ Shares from which the stock arose; but no such privilege or advantage shall be conferred by an amount of stock which would not, if existing in ~~shares~~ Shares, have conferred that privilege or advantage.

## 15 ALTERATIONS TO CAPITAL

15.1 ~~The Subject to the Law, the~~ Company may, by altering its Memorandum of Association:

15.1.1 increase its share capital by creating new ~~shares~~ Shares of such amount and in such currency or currencies as it thinks expedient;

15.1.2 consolidate and divide all or any of its ~~shares~~ Shares (whether issued or not) into ~~shares~~ Shares of larger amount than its existing ~~shares~~ Shares;

15.1.3 subject to Article 15.2, sub-divide its ~~shares~~ Shares, or any of them, into ~~shares~~ Shares of smaller amount that is fixed by its Memorandum of Association;

- 15.1.4 subject to Article 15.3, convert any of its fully Paid Up ~~shares~~ Shares the nominal amount of which is expressed in one currency into fully Paid Up ~~shares~~ Shares of a nominal amount of another currency; and
- 15.1.5 cancel ~~shares~~ Shares which, at the date of the passing of the resolution to cancel them, have not been taken or agreed to be taken by any person, and diminish the amount of the Company's share capital by the amount of the ~~shares~~ Shares so cancelled;
- ~~provided that so long as Flying Brands Units are in existence none of the matters contemplated by Articles 15.1.1 and 15.1.3 shall be effected by the Company unless the Directors are satisfied that similar or equivalent actions and resolutions will be or have been taken and passed by Flying Brands (UK) at the same time in respect of the 'A' Ordinary Shares comprised in any such Flying Brands Units.~~
- 15.2 In a sub-division under Article 15.1.3 the proportion between the amount paid and the amount, if any, unpaid on each reduced ~~share~~ Share shall be the same as it was in the case of the ~~share~~ Share from which the reduced ~~share~~ Share is derived.
- 15.3 A conversion under Article 15.1.4 shall be effected at the rate of exchange current at a time specified in the resolution being within 30 days before the conversion takes effect.
- 15.4 The powers conferred by Article 15 shall be exercised by the Company by Special Resolution.
- 15.5 A cancellation of ~~shares~~ Shares under Article 15 does not for the purposes of the Law constitute a reduction of share capital.
- 15.6 Subject to the provisions of the ~~Statutes~~ Law and any confirmation or consent required by law, the Company may, from time to time, by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner ~~provided always that the Company shall not reduce its ordinary share capital unless the Directors are satisfied that similar or equivalent actions and resolutions will or have been taken or passed by Flying Brands (UK) in respect of the 'A' Ordinary Shares comprised in any Flying Brands Units.~~
- 15.7 Upon any consolidation of fully Paid Up ~~shares~~ Shares into ~~shares~~ Shares of larger amount the Board may settle any difficulty which may arise with regard thereto and in particular may, as between the holders of ~~shares~~ Shares so consolidated, determine which ~~shares~~ Shares are consolidated into each consolidated ~~share~~ Share and in the case of any ~~shares~~ Shares registered in the name of one Member being consolidated with ~~shares~~ Shares registered in the name of another Member the Board may make such arrangements for the allotment, acceptance and/or sale of ~~shares~~ Shares representing fractional entitlements to the consolidated ~~share~~ Share or for the sale of the consolidated ~~share~~ Share and may sell the fractions or the consolidated ~~share~~ Share either upon the market or otherwise to such person at such time and at such price as it may think fit and shall distribute the net proceeds of sale among such Members rateably in accordance with their rights and interests in the consolidated



~~share~~ Share or the fractions and for the purposes of giving effect to any such sale the Board may appoint some person to transfer the ~~shares~~ Shares or fractions sold to any purchaser thereof and such appointment and any transfer executed in pursuance thereof shall be effective provided that the Board shall have power when making such arrangements to determine that no Member shall be entitled to receive such net proceeds of sale unless his entitlement exceeds such amount as the Board shall determine and, if the Board exercises such power, the net proceeds of sale not distributed to Members as a result shall belong absolutely to the Company.

- 15.8 Anything done in pursuance of Articles 15.1 to 15.7 (inclusive) shall be done in manner provided and subject to any conditions imposed by the ~~Statutes~~ Law, so far as they shall be applicable and, so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same and, so far as such resolution shall not be applicable, in such manner as the Board shall determine.

## 16 **MODIFICATION OF CLASS RIGHTS**

None of the rights, privileges or conditions for the time being attached or belonging to any class of ~~shares~~ Shares forming part of the issued capital for the time being of the Company shall be modified, varied or abrogated in any manner except with the consent in writing of the holders of ~~three-fourths~~ two thirds in nominal value of the issued ~~shares~~ Shares of the class or the sanction of ~~an-Extraordinary~~ a Special Resolution passed at a separate meeting of the members of that class and then only subject to the provisions of ~~article~~ Articles 52 and 53 of the Law. To any such separate meeting all the provisions of these Articles as to General Meetings shall mutatis mutandis apply but so that the necessary quorum (other than at an adjourned Meeting) shall be not less than two persons personally present and holding or representing, either by proxy or as the duly appointed representative of a corporation which is a Member, at least one third of the capital Paid Up on the issued ~~shares~~ Shares of the class and, at an adjourned Meeting, one Member holding ~~shares~~ Shares of the class in question or his proxy, and so that any holder of ~~shares~~ Shares of the class in question present in person or by proxy may demand a poll and shall be entitled on a poll to one vote for every such ~~share~~ Share held by him. The rights conferred upon the holders of the ~~shares~~ Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by these Articles or by the terms of issue of the ~~shares~~ Shares of that class, be deemed to be modified, varied or abrogated by the creation or issue of further ~~shares~~ Shares ranking pari passu therewith.

## 17 **GENERAL MEETINGS**

- 17.1 An Annual General Meeting of the Company shall be held in each year (in addition to any other Meetings which may be held in that year) and such Meeting shall be specified as the Annual General Meeting in the notices calling it. Not more than 18 months shall elapse between the date of one Annual General Meeting and the date of the next. Subject as aforesaid and to the provisions of the ~~Statutes~~ Law, the Annual General Meeting shall be held at such time and place as the Board shall appoint.

- 17.2 All General Meetings other than Annual General Meetings shall be called ~~Extraordinary~~ General Meetings.
- 17.3 The Board may call ~~an Extraordinary a~~ General Meeting whenever it thinks fit. ~~Extraordinary~~ General Meetings shall also be convened on such requisition as provided by the ~~Statutes~~ Law. If at any time there are not sufficient Directors to call a General Meeting any Member may convene ~~an Extraordinary a~~ General Meeting in the same manner as nearly as possible as that in which Meetings may be convened by the Board.
- 17.4 In the case of ~~an Extraordinary a~~ General Meeting called in pursuance of a requisition, unless such Meeting shall have been called by the Board, no business other than that stated in the requisition as the objects of the Meeting shall be transacted.

## 18 NOTICE OF GENERAL MEETINGS

- 18.1 At least ~~21~~ 14 Clear Days' notice of every ~~Annual~~ General Meeting ~~and of every Extraordinary including a~~ General Meeting at which it is proposed to pass a Special Resolution ~~and at least fourteen Clear Days' notice of every other Extraordinary General Meeting~~ shall be given in manner hereinafter mentioned to such Members as are, under the provisions of these Articles, entitled to receive such notices from the Company and to the Auditors. Every notice of Meeting shall specify the place, day and hour of the Meeting and, in the case of special business, the general nature of such business and shall also state with reasonable prominence that a Member entitled to attend and vote at the Meeting is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a Member. In the case of a Meeting convened for passing a Special ~~or Extraordinary~~ Resolution the notice shall specify the intention to propose the resolution as a Special ~~or Extraordinary~~ Resolution ~~(as the case may be)~~.
- 18.2 A Meeting shall, notwithstanding that it is called by shorter notice than that specified in the last preceding Article, be deemed to have been duly called if it is so agreed:
- 18.2.1 in the case of a Meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
- 18.2.2 in the case of any other Meeting, by a majority in number of the Members having a right to attend and vote at the Meeting being a majority together holding not less than ~~95~~ 90 per cent, in nominal value of the ~~shares~~ Shares giving a right to attend and vote at the Meeting.
- 18.3 It shall be the duty of the Company, subject to the provisions of the ~~Statutes~~ Law, on the requisition in Writing of any member as is specified in ~~article~~ Article 89 of the Law to forthwith proceed to convene a General Meeting or, as the case may be a meeting of the holders of a class of ~~shares~~ Shares to be held as soon as possible but in any case not later than two months after the date of the deposit of the requisitions.

18.4 The accidental omission to give notice of any Meeting to, or the non-receipt of notice of any Meeting by, any person entitled to receive notice shall not invalidate any resolution passed or proceeding held at that Meeting.

## 19 PROCEEDINGS AT GENERAL MEETINGS

19.1 No business shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation which is a Member, shall be a quorum.

19.2 The Chairman of the Board shall preside at every General Meeting; but if there be no such Chairman or he shall be unwilling or unable to preside or if at any Meeting he shall not be present within fifteen minutes after the time appointed for holding the same, the Deputy-Chairman of the Board shall preside or if there be no such ~~Deputy-~~[Deputy](#)-Chairman or he shall be unwilling to act or if he be not present within such period, the Directors present shall choose some Director or if no Director be present or if all the Directors present decline to take the chair, the Members present in person or by proxy shall choose one of their number to be Chairman of the Meeting.

19.3 If within 15 minutes from the time appointed for the holding of a General Meeting a quorum is not present, the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time and place as the Chairman of the Meeting may decide.

19.4 The Chairman of the Meeting may, with the consent of the Meeting (and shall, if so directed by the Meeting), adjourn any Meeting from time to time and from place to place. Whenever a Meeting is adjourned for 30 days or more, at least seven days' notice, specifying the place, the day and the time of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid, no Member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned Meeting. No business shall be transacted at any adjourned Meeting other than the business which might have been transacted at the Meeting from which the adjournment took place.

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

19.5.1 by the Chairman of the Meeting; or

19.5.2 by not less than five Members present in person or by proxy and entitled to vote at the Meeting; or

19.5.3 by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the Meeting; or

- 19.5.4 by a Member or Members holding ~~shares~~ Shares in the Company conferring a right to vote at the Meeting being ~~shares~~ Shares on which an aggregate sum has been Paid Up equal to not less than one-tenth of the total sum Paid Up on all the ~~shares~~ Shares conferring that right.
- 19.6 Unless a poll be so demanded a declaration by the Chairman of the Meeting that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority, shall be conclusive, and an entry to that effect in the Minute Book of the Company shall be conclusive of the votes recorded in favour of or against such resolution.
- 19.7 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time (not being more than 30 days from the date of the Meeting or the adjourned Meeting at which such poll was demanded) and place and in such manner as the Chairman of the Meeting shall direct and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded. No notice need be given of a poll not taken immediately. The demand for a poll may be withdrawn.
- 19.8 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting shall be entitled to a further or casting vote in addition to the votes to which he may be entitled as a Member.
- 19.9 If:
- 19.9.1 any objection is raised to the qualification of any voter; or
- 19.9.2 any votes have been counted which ought not to have been counted or which might have been rejected; or
- 19.9.3 any votes are not counted which ought to have been counted,
- the objection or error shall not vitiate the decision of the Meeting on any resolution unless the same is raised or pointed out at the Meeting or adjourned Meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the Meeting and shall only vitiate the decision of the Meeting on any resolution if the Chairman decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the Meeting. The decision of the Chairman on such matters shall be final and conclusive.
- 19.10 The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded.

## 20 VOTES OF MEMBERS

- 20.1 Subject to any special terms as to voting upon which any ~~share~~ Share may be issued, or may for the time being be held, and subject to the provisions of Articles 13.1 to 13.8 (inclusive), upon a show of hands every Member who (being an individual) is

present in person or (being a corporation) is present by a duly authorised representative and in each case is entitled to vote shall have one vote and upon a poll every Member present in person or by proxy and entitled to vote shall have one vote for every ~~share~~ Share of which he is the registered holder.

- 20.2 If any Member is of unsound mind or otherwise incapacitated he may vote whether on a show of hands or on a poll, by his curator bonis, committee or other legal curator and such last mentioned persons may give their votes either personally or by proxy provided that such evidence as the Board may reasonably require of the authority of the persons claiming to vote is deposited at the Office not less than ~~48~~ 24 hours before the time for holding the Meeting or adjourned Meeting at which such person claims to vote.
- 20.3 If two or more persons are jointly entitled to a ~~share~~ Share, then, in voting upon any question, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other registered holders of the ~~share~~ Share and for this purpose seniority shall be determined by the order in which the names stand in the Register.
- 20.4 No Member shall be entitled to be present or to be counted in the quorum at any General Meeting unless he shall be the holder of one or more ~~shares~~ Shares giving the right to attend thereat upon which all calls or other moneys due and payable in respect of the same shall have been paid and no Member shall be entitled to vote at any General Meeting or upon a poll either personally or by proxy in respect of any ~~share~~ Share upon which any call or other moneys due and payable have not been paid.
- 20.5 Votes may be given either personally or by proxy. On a show of hands a Member (other than a corporation) present only by proxy shall have no vote; but a proxy for or representative of a corporation may vote on a show of hands. A proxy need not be a Member and a Member may appoint one or more than one person to act as his proxy. On a poll a Member entitled to more than one vote need not, if he votes, use all of his votes or cast all the votes he uses in the same way.
- 20.6 If a Member appoints more than one person to act as his proxy the instalment appointing each such proxy shall specify the ~~shares~~ Shares held by the Member in respect of which each such proxy is to vote and no Member may appoint more than one proxy (save in the alternate) to vote in respect of any one ~~share~~ Share held by that Member.
- 20.7 The instrument appointing a proxy shall be in Writing under the hand of the appointor, or his attorney duly authorised in Writing, or if such appointor is a corporation, under its common seal or under the hand of some officer or attorney duly authorised in that behalf. The Directors may, but shall not be bound to, require evidence of authority of such officer or attorney.
- 20.8 Subject to the Law and the Electronic Communications (Jersey) Law 2000, the Board may accept the appointment of a proxy received in an electronic communication on

such terms and subject to such conditions as it considers fit. The appointment of a proxy received in an electronic communication shall not be subject to the requirements of Article 20.7 above. The Board may require the production of any evidence it considers necessary to determine the validity of such an appointment.

- 20.9 A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or transfer of the ~~share~~ Share in respect of which it is given, unless previous intimation in Writing of the death, insanity, revocation or transfer shall have been received at the Office one hour at least before the time fixed for holding the Meeting or, in the case of a proxy, any other place specified for delivery or receipt of the form of appointment of proxy or, where the appointment of proxy was contained in an electronic communication, at the address at which the form of appointment was received, not later than the last time at which an appointment of proxy should have been delivered or received in order to be valid for use at the meeting or adjourned meeting at which the vote is cast or the poll demanded or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for use on the holding of the poll at which the vote is cast.
- 20.10 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and to vote at such poll.
- 20.11 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy thereof, shall be deposited at such place as may be specified for that purpose in the notice convening the Meeting or in the instrument of proxy or if no place is so specified at the Office at least ~~48~~ 24 hours before the time appointed for holding the Meeting or adjourned Meeting at which the person named in such instrument proposes to vote or, in the case of a poll, not less than ~~48~~ 24 hours before the time appointed for the taking of the poll; otherwise the person so named shall not be entitled to vote in respect thereof.
- 20.12 In the case of an appointment of a proxy contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:
- 20.12.1 in the notice convening the meeting;
  - 20.12.2 in any form of appointment of a proxy sent out by the Company in relation to the meeting; or
  - 20.12.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,
- the form of appointment of the proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy thereof shall be received at such address not less than 48 hours before the time for holding the meeting at which the person named in the form of appointment of proxy proposes to vote.

- 20.13 Notwithstanding the foregoing, in relation to any Shares which are held in uncertificated form, the Board may from time to time permit appointments of a proxy to be made by means of an electronic communication in the form of an uncertificated proxy instruction and may in a similar manner permit supplements to, or amendments or revocations of, any such uncertificated proxy instruction to be made by like means. The Board may in addition prescribe the method of determining the time at which any such uncertificated proxy instruction (and/or other instruction or notification) is to be treated as received by the Company or a participant acting on its behalf. The Board may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a Member as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that Member.
- 20.14 An instrument of proxy may be in any common form or in such other form as the Board may from time to time approve.
- 20.15 The Board may at the expense of the Company send by post or otherwise to the Members instruments of proxy (with or without provision for their return prepaid) for use at any General Meeting or at any Meeting of any class of Members of the Company either in blank or nominating in the alternative any one or more of the Directors or the Chairman of the Meeting or any other person or persons. If, for the purpose of any Meeting, invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense they shall be issued to all (and not to some only) of the Members entitled to be sent a notice of the Meeting and to vote thereat by proxy.

## 21 CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

Any corporation which is a Member may by resolution of its directors or other governing body authorise any person to act as its representative at any Meeting or of any class of Members thereof and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member.

## 22 DIRECTORS

- 22.1 Until otherwise determined by a General Meeting the number of Directors shall not be less than three. The Company may by Ordinary Resolution from time to time vary the minimum number of Directors or impose a maximum number of Directors.
- 22.2 The Board may, from time to time and at any time, appoint any other person to be a Director either to fill a casual vacancy or by way of addition to the Board. A Director so appointed shall hold office only until the Annual General Meeting following next after his appointment, when he shall retire, but shall then be eligible for re-election. A Director so retiring shall not be taken into account in determining the number of Directors to retire by rotation at such Meeting in accordance with Article 28.2.
- 22.3 A Director shall not require a ~~share~~ Share qualification, but shall nevertheless be entitled to attend and speak at any General Meeting of, or at any separate Meeting of the holders of any class of ~~shares~~ Shares in, the Company.

- 22.4 There shall be available to be paid out of the funds of the Company to the Directors as fees in each year an aggregate sum not exceeding £300,000 as the Board may determine, such sum to be divided among such Directors in such proportion and manner as they may agree or, in default of agreement, equally provided that any such Director holding the office of Director for part of a year shall, unless otherwise agreed, be entitled only to a proportionate part of such fee. The Company may by Ordinary Resolution increase the amount of the fees payable under this Article. The provisions of this Article shall not apply to the remuneration of any Managing Director or Director holding executive office whose remuneration shall be determined in accordance with the provisions of Articles 25.1 and 25.4.
- 22.5 The Directors shall also be entitled to be repaid all travelling, hotel and other expenses properly incurred by them respectively in and about the performance of their duties as Directors, including their expenses of travelling to and from Board or committee or General Meetings.
- 22.6 The Board (or for the avoidance of doubt a committee of the Board if so authorised) may grant special remuneration to any member thereof who, being called upon, shall render any special or extra services to the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration (if any) as a Director, and may be payable by way of a lump sum participation in profits or otherwise as the Board (or any such committee) shall determine.

## **23 POWER TO APPOINT A PRESIDENT OF THE COMPANY**

The Board shall have power to appoint any person deemed by the Board to be fit for such appointment to be the President of the Company and any person so appointed shall hold office for life or for such other lesser period as from time to time shall be determined by the Board. If the President is appointed otherwise than from among the Directors then, while he shall not be counted in the quorum at any meeting of the Board and shall not be entitled to vote on any matter decided at any such meeting or otherwise in any way to exercise any of the rights, privileges and powers of a Director, he shall be entitled to attend meetings of the Board although failure to give notice to the President of any such meeting shall not invalidate such meeting or any business transacted thereat.

## **24 INTERESTS OF DIRECTORS**

- 24.1 A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director and, on such terms as to remuneration and otherwise as the Board shall arrange. Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director or his firm to act as Auditor or Auditors of the Company.



- 24.2 Subject to the provisions of the [Statutes Law](#), no Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor, subject to the interest of the Director concerned being duly declared as required by Article 24.4, shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
- 24.3 A Director may hold office as a Director or other officer of or be otherwise interested in any other company of which the Company is a member or in which the Company is otherwise interested and, unless otherwise agreed, shall not be liable to account to the Company for any remuneration or other benefits receivable by him as a director or officer of, or by virtue of his interest in, such other company.
- 24.4 Without prejudice to the requirements of the [Statutes Law](#), a Director, including an alternate Director, who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Board. In the case of a proposed contract the declaration shall be made at the meeting of the Board at which the question of entering into the contract is first taken into consideration or, if the Director was not at the date of that meeting interested in the proposed contract, at the next meeting of the Board held after he became so interested. In a case where the Director becomes interested in a contract after it is made the declaration shall be made at the first meeting of the Board held after the Director becomes so interested. In a case where the Director is interested in a contract which has been made before he was appointed a Director the declaration shall be made at the first meeting of the Board held after he is so appointed. For the purposes of this Article a general notice given to the Board by a Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice be made with that company or firm or he is to be regarded as interested in any contract which may after the date of the notice be made with a specified person who is connected with him (within the meaning of Article 24.9), shall (if such Director shall give the same at a meeting of the Board or shall take reasonable steps to secure that it is brought up and read at the next meeting of the Board after it is given) be deemed a sufficient declaration of interest in relation to any contract so made. In this Article the expression "contract" shall be construed as including any transaction or arrangement, whether or not constituting a contract.
- 24.5 Save as herein provided, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any interest which (together with any interest of any person connected with him) is to his knowledge a material interest otherwise than by virtue of his interests in ~~shares~~ [Shares](#) or debentures or other securities of or otherwise through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution in respect of which he is debarred from voting.

- 24.6 A Director shall (in the absence of some other interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters namely:
- 24.6.1 the giving of any security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries;
  - 24.6.2 the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by giving of security;
  - 24.6.3 any proposal concerning an offer of ~~shares~~ Shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;
  - 24.6.4 any proposal concerning any other company in which he is interested directly or indirectly and whether as an officer or shareholder or otherwise howsoever provided that he (together with any person connected with him within the meaning of Article 24.9) is not to his knowledge the holder of or interested in one per cent, or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company any such interest being deemed for the purpose of this Article to be a material interest in all circumstances);
  - 24.6.5 any arrangement for the benefit of employees of the Group under which the Director benefits in a similar manner as the employees and does not award to any Director as such any privilege or advantage not generally awarded to the employees to which such arrangement relates, and
  - 24.6.6 any proposal concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons including Directors.
- 24.7 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under the proviso to Article 24.6.4) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- 24.8 If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be determined by a majority of votes of the remaining Directors present at the meeting and in the case of

an equality of votes the Chairman (unless he be the Director the materiality of whose interest or the entitlement of whom to vote shall be in issue) shall have a second or casting vote and their ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed and, pending such ruling, Article 24.5 shall apply to the Director in question.

- 24.9 For the purposes of this Article and Article 24.4 a person is connected with a Director if he is a connected person within the meaning of Section 252 of the 2006 Act.
- 24.10 The Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.

## 25 **MANAGING AND OTHER EXECUTIVE DIRECTORS**

- 25.1 The Board may, from time to time, appoint one or more of its body to be the holder of any executive office, including the office of Managing or Joint or Assistant Managing Director. Any such appointments shall be on such terms (including remuneration) and for such period as the Board (or for the avoidance of doubt a committee of the Board if so authorised) may determine.
- 25.2 The appointment of any Director to any executive office shall be capable of being terminated by the Board if he ceases from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise; but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.
- 25.3 A Director holding any executive office shall receive such remuneration, whether in addition to or in substitution for his ordinary remuneration as a Director and whether by way of salary, commission, participation in profits or otherwise, as the Board (or for the avoidance of doubt a committee of the Board if so authorised) may determine.
- 25.4 The Board may entrust to and confer upon a Director holding any executive office any of the powers exercisable by the Board upon such terms and conditions and with such restrictions as it thinks fit and either collaterally with or to the exclusion of its own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- 25.5 The Company shall not (and the Board shall exercise all voting and other rights and power of control exercisable by the Company in respect of its subsidiary companies so as to secure that none of its subsidiary companies shall) grant any contract of service to any such Managing Director or such other officer as is referred to in Article 25.1 or any proposed Managing Director or such other officer as aforesaid which does not expire or is not determinable within two years of the date of grant thereof without payment of compensation (other than statutory compensation) except with the previous sanction of the Company in General Meeting.

## 26 POWERS OF DIRECTORS

- 26.1 The business of the Company shall be managed by the Board, which may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercisable and done by the Company and as are not by the ~~Statutes-Law~~ or by these Articles required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the ~~Statutes-Law~~ and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The general powers given by this Article 26.1 shall not be limited or restricted by any special authority or power given to the Directors by any other Article.
- 26.2 The Board may establish local boards or committees or agencies for managing any of the affairs of the Company and may appoint any persons to be members of such local boards or committees or any managers or agents and may fix their remuneration and may delegate to any local board, committee, manager or agent any of the powers, authorities and discretions vested in the Board (with power to sub-delegate) and may authorise the members of any local board or committee, or any of them, to fill any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the Board may remove any person so appointed and may annul or vary any such delegation; provided that in those cases where the powers of the Board are delegated to a committee which includes co-opted members who are not Directors, the number of such co-opted persons shall be less than one-half of the total number comprising the committee and no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors; but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby and no person so appointed shall for any purpose be deemed to be a Director.
- 26.3 The Board may from time to time and at any time by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit and any such powers of attorney may contain such provisions whether for the protection and convenience of persons dealing with any such attorney or otherwise to sub-delegate all or any of the powers, authorities and discretions vested in him.
- 26.4 The Company or the Board on behalf of the Company may exercise all the powers of the Company under ~~article~~ Article 23 of the Law, relating to official seals for use abroad, and any such seal shall be affixed by the authority and in the presence of, and the instrument sealed therewith shall be signed by, such persons as the Board shall from time to time by writing under the Seal appoint.

- 26.5 The Board may establish, maintain, participate in or contribute to or procure the establishment, maintenance of, participation in or contribution to any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, benefits and emoluments to, any persons who are or were at any time in the employment or service of the Company or any of its predecessors in business or of any company which is a holding company or a subsidiary of the Company or who may be or have been Directors or officers of the Company or of any such other company as aforesaid and who hold or have held executive positions or agreements for service with the Company or any such other company, and the wives, widows, families and dependants of any such persons. The Board may also establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such person as aforesaid and make payments for or towards the insurance of any such persons as aforesaid and subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Any Director who holds or has held any such executive position or agreement for service shall be entitled to participate in and retain for his own benefit any such donations, gratuities, pensions, allowances, benefits or emoluments.
- 26.6 The Board may also establish and maintain any employees' share scheme, share option or share incentive scheme approved by Ordinary Resolution whereby selected employees of the Company or of any company which is a subsidiary of the Company are given the opportunity of acquiring ~~shares~~ Shares in the capital of the Company on the terms and subject to the conditions set out in such scheme and establish and (if any such scheme so provides) contribute to any scheme for the purchase by or transfer, allotment or issue to trustees of ~~shares~~ Shares in the Company or its holding company to be held for the benefit of employees (including Directors and officers) of the Company and subject to the ~~Statutes~~ Law lend money to such trustees or employees to enable them to purchase such ~~shares~~ Shares provided that if any ~~shares~~ Shares are to be issued to employees or trustees under the provisions of any such scheme pursuant to which the rights attaching to such ~~shares~~ Shares shall be altered or varied then any such scheme shall be approved by Special Resolution and these Articles shall be deemed to be altered so far as appropriate by the Special Resolution approving such scheme.
- 26.7 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 the Board shall from time to time by resolution determine.

## 27 POWERS OF BORROWING AND MORTGAGING

- 27.1 Subject as hereinafter provided the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets both present and future, including uncalled capital, and subject to the provisions of the ~~Statutes~~ Law to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
- 27.2 The Board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies so as to secure (as regards subsidiary companies so far as by such exercise they can secure) that the aggregate principal amount (including any premium payable on final repayment) for the time being remaining undischarged of all moneys borrowed by the Group (exclusive of intra-Group borrowings) shall not at any time without the previous sanction of an Ordinary Resolution exceed a sum equal to two times the adjusted total of the share capital and consolidated reserves (as defined in Article 27.3) provided that no such sanction shall be required to the borrowing or securing the repayment of any sum or sums of money intended to be applied and actually applied within six months of the date of borrowing in the repayment (with or without premium) of any moneys then already borrowed or secured and then outstanding notwithstanding that the same may result in such limit being temporarily exceeded.
- 27.3 “The adjusted total of the share capital and consolidated reserves” means the aggregate of (a) the amount Paid Up on the issued share capital of the Company; and (b) the amounts standing to the credit of the consolidated capital and revenue reserves of the Company and its subsidiaries (including any share premium account and capital redemption reserve) plus or minus the credit or debit balance, as the case may be, of the consolidated profit and loss account all as shown in the then latest audited consolidated balance sheet of the Company and its subsidiaries but:
- 27.3.1 adjusted as may be appropriate to reflect any variation since the date of that balance sheet in the amount of such Paid Up share capital or consolidated capital reserves, including (a) any alteration thereto resulting from any company becoming or ceasing to be a subsidiary since the date of the latest balance sheet of the Company and its subsidiaries; and (b) any alteration thereto which would result from any transaction contemplated at the time when the adjusted total of the share capital and consolidated reserves is being computed or from any transaction carried out contemporaneously therewith;
- 27.3.2 after deducting therefrom any amounts attributable to goodwill (other than goodwill arising on consolidation);
- 27.3.3 after excluding therefrom any sums set aside for taxation and amounts attributable to minority interests in subsidiaries;

- 27.3.4 after excluding therefrom the amount of all dividends declared since the date of such audited consolidated balance sheet and remaining unpaid (but disregarding fixed rate dividends payable on any class of share capital);
- 27.3.5 after making such other adjustments (if any) as the Auditors consider appropriate.
- 27.4 For the purpose of this Article [27](#) the nominal amount of any share capital and the principal amount of any borrowed moneys or debentures guaranteed and the nominal amount of any debentures issued by the Company or any subsidiary (together, in each case, with any premium payable on redemption or repayment) shall (if not otherwise taken into account) be deemed to be moneys borrowed.
- 27.5 No lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed. No debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the limit hereby imposed had been or would thereby be exceeded.
- 27.6 Borrowed moneys of the Company or any one or more of its subsidiaries expressed in or calculated by reference to a currency other than Sterling shall be translated into Sterling by reference either to the rate of exchange used for the conversion of such currency in the latest audited balance sheet of the relevant member of the Group or, if no such conversion was required or has yet taken place, by reference to the rate of exchange or approximate rate of exchange ruling on such date and determined on such basis as the Auditors may determine or approve.
- 27.7 The Board may mortgage or charge all or any part of the Company's undertaking, property and uncalled capital and, subject to the [Statutes Law and to the law generally](#), may issue or sell any bonds, loan notes, debentures or other securities whatsoever for such purposes and upon such terms as to time of repayment, rate of interest, price of issue or sale, payment of premium or bonus upon redemption or repayment or otherwise as it may think proper including a right for the holders of bonds, loan notes, debentures or other securities to exchange the same for [shares Shares](#) in the Company of any class authorised to be issued.

## 28 ROTATION, RETIREMENT AND REMOVAL OF DIRECTORS

- 28.1 The office of a Director shall be vacated if:
- 28.1.1 he ceases to be a Director by virtue of any provision of the [Statutes Law](#) or he becomes prohibited by law from being a Director; or
- 28.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 28.1.3 he is, or may be, suffering from mental disorder and either an order is made by a court having jurisdiction (whether in the Island of Jersey or elsewhere) in matters concerning mental disorder for his detention or for the

- appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- 28.1.4 he becomes physically or mentally incapable of performing the functions of a Director and the Board shall resolve that he be disqualified; or
- 28.1.5 in the case of a Director holding executive office subject to the terms of any contract between him and the Company he resigns his office by notice in Writing to the Company; or
- 28.1.6 he shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period and the Board shall resolve that his office be vacated; or
- 28.1.7 he shall be removed from office by notice in Writing served on him signed by all his co-Directors but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company;
- 28.1.8 he shall be removed from office by Ordinary Resolution but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- 28.2 At the Annual General Meeting in every year one-third of the Directors for the time being (other than those retiring in accordance with Article 22.2) or if their number is not a multiple of three then the number nearest to but not exceeding one third shall retire from office provided always that if in any year the number of Directors (other than those retiring as aforesaid) is two, one of such Directors shall retire and if in any year there is only one Director (other than those retiring as aforesaid) that Director shall retire.
- 28.3 The Directors to retire at the Annual General Meeting in every year shall include (so far as necessary to obtain the number required) any Director who wishes to retire and not to offer himself for re-election. All further Directors so to retire shall be the Directors who have been longest in office since their last election. As between Directors of equal seniority, the Directors to retire shall in the absence of agreement be selected from among them by lot. A retiring Director shall be eligible for re-election and shall act as a Director throughout the Meeting at which he retires.
- 28.4 The Company at the Meeting at which a Director retires in manner aforesaid may fill the vacated office by electing a person thereto and in default the retiring Director shall if offering himself for re-election be deemed to have been re-elected, 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.



- 28.5 No person not being a Director retiring at the Meeting shall, unless recommended by the Board for election, be eligible for election to the office of Director at any General Meeting unless, not less than seven nor more than 42 days before the day appointed for the Meeting, there shall have been given to the Secretary notice in writing by some Member duly qualified to be present and vote at the Meeting for which such notice is given of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected.
- 28.6 Subject to the provisions of these Articles, the Company may from time to time in General Meeting appoint new Directors and increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.
- 28.7 Every resolution of a General Meeting for the appointment or election of a Director shall relate to one named person and a single resolution for the appointment or election of two or more persons as Directors shall be void, unless a resolution that it shall be so moved has first been agreed to by the Meeting without any vote being given against it.

## **29 PROCEEDINGS OF THE BOARD**

- 29.1 The Board or any committee of the Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of business. Meetings of the Board or of any committee of the Board may take place in any part of the world and may take place via telephonic or similar means of communication notwithstanding that the Directors or committee members present may not all be meeting in one particular place. Unless otherwise determined, two Directors shall be a quorum. For the purposes of this Article an alternate Director shall be counted in a quorum but so that not less than two persons shall constitute the quorum.
- 29.2 A Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Board. It shall be necessary to give notice (which need not be in Writing) of a meeting of the Board to all the Directors. Notwithstanding the foregoing neither the accidental failure to give notice of a meeting of the Board to any Director nor the non-receipt in any case of such notice if given shall invalidate such meeting or any resolution passed or business transacted thereat.
- 29.3 Questions arising at any meeting of the Board or any committee of the Board shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.
- 29.4 The Board or any committee of the Board may from time to time elect a Chairman or Deputy-Chairman, who shall preside at its meetings, but if no such Chairman or Deputy-Chairman be elected, or if at any meeting the Chairman or Deputy-Chairman is not present within five minutes after the time appointed for holding the same, the Board or committee shall choose one of its number to be Chairman of such meeting.

- 29.5 The Board may delegate any of its powers, including authority to affix the Seal to any document, to committees consisting of such member or members of its body as it thinks fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Board. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions of these Articles regulating the meetings and proceedings of Directors.
- 29.6 Any committee shall have power, unless the Board directs otherwise, to co-opt as a member or members of the committee for a specific purpose any person or persons not being members of the Board or of the Company provided that no person shall be co-opted pursuant to this Article if as a result of his appointment the number of persons so co-opted would be equal to or greater than the number of members of such committee who are Directors and no resolution passed at a meeting of such committee shall be effective unless a majority of the members of such committee present at the meeting are Directors.
- 29.7 All acts bona fide done by any meeting of the Board or of a committee of the Board or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid or that they or any of them were disqualified or had ceased to be Directors or a Director, be as valid as if every such person had been duly appointed and was qualified to be and had continued to be a Director.
- 29.8 The Board shall cause proper minutes to be made of all General Meetings and also of all appointments of officers and of the proceedings of all meetings of the Board and committees of the Board and of the attendances thereat and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting of the Company or of the Board or committee, shall be conclusive evidence without any further proof of the facts therein stated.
- 29.9 A resolution in Writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Board shall be as effective for all purposes as a resolution passed at a meeting of the Board duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors and so that any such resolution or document signed by an alternate Director shall be deemed to have been signed by the Director who appointed such alternate Director.
- 29.10 The continuing Directors or a sole continuing Director may act notwithstanding any vacancy in their body but if and so long as the number of Directors is reduced below the number fixed by or pursuant to these Articles as the quorum of Directors, the continuing Directors or Director may act for the purpose of filling up vacancies in their body or of summoning General Meetings, but not for any other purpose.

30 **ALTERNATE DIRECTORS**

A Director may from time to time in Writing under his hand appoint another Director or any other person including a person appointed as alternate for any other Director to be his alternate but no such appointment of any person not being a Director shall be operative unless and until approved by the Board. Every such alternate shall (subject to his giving to the Company an address at which notice may be served upon him) be entitled to notice of meetings of the Board and 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 have and exercise all the powers, rights, duties and authorities of the Director appointing him. Every such alternate shall also be entitled in the absence of the Director appointing him to sign on his behalf a resolution in Writing of the Directors. The remuneration of an alternate shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion (if any) of the last mentioned remuneration as shall be agreed between such alternate and the Director appointing him. A Director may by Writing under his hand deposited at the Office at any time revoke the appointment of an alternate appointed by him. If a Director dies or ceases to hold the office of Director the appointment of his alternate shall thereupon cease and determine provided that if any Director retires at any Meeting (whether by rotation or otherwise) but is re-appointed by the Meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-appointment as if he had not so retired. An alternate Director shall not be deemed to be the agent of his appointor but shall be deemed to be an officer of the Company. Notwithstanding the foregoing, unless he is already an officer of the Company in his own right, an alternate Director shall not, as such, have any rights or powers other than those mentioned in this Article.

31 **ASSOCIATE DIRECTORS**

- 31.1 The Board may from time to time appoint any person to be an Associate Director of the Company.
- 31.2 The appointment of a person to be an Associate Director shall not, save as otherwise agreed between him and the Company and the subsidiary (if any) in whose service he may be, affect the terms and conditions of his employment by the Company or by any such subsidiary, whether as regards duties remuneration, pension or otherwise.
- 31.3 The appointment, removal and the powers, duties and remuneration of an Associate Director shall be determined by the Board and the Board shall have the right to enter into any contract on behalf of the Company or transact any business of any description without the knowledge or approval of Associate Directors, except that no act shall be done that would impose any personal liability on any or all of the Associate Directors except with his or their knowledge and consent.
- 31.4 An Associate Director shall not be nor have power to act as a Director nor be entitled to receive notice of or attend or vote at meetings of the Directors nor shall he be deemed to be a Director for any of the purposes of these Articles.

## 32 THE SEAL

- 32.1 The Seal shall not be affixed to any instrument except by the authority of a resolution of the Board or a committee of the Board and, except as hereinafter provided, every instrument to which the Seal shall be so affixed shall be autographically signed by a Director and countersigned by a second Director or the Secretary or an Assistant Secretary or some other person appointed by the Board for such purpose and, in favour of any purchaser or person bona fide dealing with the Company, such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.
- 32.2 As regards certificates for ~~shares~~ Shares or debentures, the Board may by resolution authorise the same to be sealed by a securities seal kept by virtue of article 24 of the Law and may determine that in connection with the sealing thereof the presence of such persons as are referred to in Article 32.1 and the signatures thereof or of either of them shall be dispensed with and/or that such signatures shall be affixed by some method or system of mechanical signature.
- 32.3 Subject to compliance with the requirements of the Law, the Board may authorise the adoption for use in any country, territory, or place outside the Island of Jersey with the addition of the words 'Branch Seal' or the name of the country, territory or place where it is to be used as an official seal being a facsimile of the common seal and may subject to compliance with the requirements of the Law give direction for the fixing of such official seal to deeds or instruments on behalf of the Company. Any deeds or instruments to which such a facsimile of the common seal is affixed in accordance with Article 32.1 shall bind the Company for all purposes as if the common seal had been affixed thereto.

## 33 SECRETARY

- 33.1 The Board shall from time to time appoint and may remove a Secretary or Joint Secretaries who shall be qualified in accordance with the provisions of the Law and may appoint and remove one or more Assistant Secretaries.
- 33.2 Anything by the ~~Statutes~~ Law or these Articles required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any joint assistant or deputy Secretary or, if there is no joint assistant or deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Board provided that any provision of the Law or of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

## 34 AUTHENTICATION OF DOCUMENTS

Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Board or any

committee of the Board and any books, records, documents and accounts relating, to the business of the Company and to certify copies thereof or extracts therefrom as true copies or extracts. A document purporting to be a copy of a resolution, or an extract from the minutes of a Meeting of the Company or of the Board or any committee of the Board which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes are, or extract is, a true and accurate record of proceedings at a duly constituted General Meeting or meeting of the Board or any committee of the Board.

## 35 DIVIDENDS

35.1 Subject ~~to the provisions of Articles 35.2 to 35.9 (inclusive) and~~ to any preferential or other special rights for the time being attached to any special class of ~~shares~~Shares, the profits of the Company available for dividend in accordance with the ~~Statutes~~Law which it shall from time to time determine to distribute by way of dividend shall be applied in payment of dividends upon the Ordinary Shares of the Company to the Members at the date of record in accordance with their respective rights and priorities. All dividends shall be apportioned and paid proportionately to the amounts Paid Up on the ~~shares~~Shares otherwise than amounts Paid Up in advance of calls during any portion or portions of the period in respect of which the dividend is paid but if any ~~share~~Share is issued on terms providing that it shall rank for dividend as from a particular date such ~~share~~Share shall rank for dividend accordingly.

~~35.2 Notwithstanding the provisions of Article 35.1, a holder of an Ordinary Share who also holds an 'A' Ordinary Share with which such Ordinary Share is linked as part of a Flying Brands Unit may, at any time, by depositing a notice in writing with the Company, at the office or at such other place as the Directors may determine, in the form for the time being prescribed by the Directors ("Notice of Election"), and subject to Article 35.6, elect to forego dividends payable in respect of all Ordinary Shares registered in the name of such holder ("Specified Ordinary Shares") and in lieu thereof to receive dividends payable in respect of the 'A' Ordinary Shares with which the Specified Ordinary Shares are linked as Flying Brands Units on the basis set out in Article 35.3 (subject as provided in Article 35.9). A Notice of Election shall take effect and shall remain in force, subject to Articles 35.4 and 35.5, in relation to all dividends and other distributions declared on, or in respect of, the Specified Ordinary Shares by reference to a record date which is on or after the date of receipt thereof by the Company.~~

~~35.3 Where a holder of an Ordinary Share comprised in a Flying Brands Unit has deposited a valid Notice of Election (pursuant to Article 35.2) which remains in force, the amount of any dividend (including the associated Jersey income tax) declared on the Specified Ordinary Shares shall be reduced by an amount equal to the amount of any dividend (inclusive of any associated tax credit) declared on the same day on the 'A' Ordinary Shares comprised in such Flying Brands Units. For the avoidance of doubt it is hereby declared that, by reason of elections being in force, dividends may~~

~~be payable on some Ordinary Shares but not on other Ordinary Shares and at different rates.~~

~~35.4 A holder of Specified Ordinary Shares may, by serving notice in writing on the Company in the form for the time being prescribed by the Directors, revoke a Notice of Election, which revocation shall take effect in relation to all dividends or other distributions declared on, or in respect of, the Specified Ordinary Shares by reference to a record date which is on or after the date of receipt of such revocation by the Company.~~

~~35.5 An election made pursuant to Articles 35.2 to 35.9 (inclusive) shall be personal to the member concerned and shall, in respect of a Specified Ordinary Share transferred or transmitted by him, automatically cease to have effect upon registration of such transfer or transmission but shall continue in effect in respect of any Specified Ordinary Shares which may be retained by him.~~

~~35.6 Any election or revocation of election made by a holder of an Ordinary Share shall be deemed to have been made in respect of all Ordinary Shares registered in the name of such holder provided that a holder of Ordinary Shares may make separate elections and revocations of elections in respect of Ordinary Shares held in separate accounts in his name on the basis that any election or revocation of election made in respect of any Ordinary Share held in such account shall be deemed to apply to all Ordinary Shares held in such account. No election or revocation of election may be made in respect of part only of the dividend payable in respect of any Ordinary Share.~~

~~35.7 A holder of an Ordinary Share who has made an election pursuant to Article 35.2 or has revoked an election pursuant to Article 35.4, shall be deemed to have made a further election or revocation (as the case may be) in respect of any further Ordinary Shares which may, on or after the date of such revocation or election, be registered in his name (or, as the case may be, in such account) and in relation to all dividends and other distributions declared on or in respect of such further Ordinary Shares by reference to a record date occurring at any time on or after the date on which he is registered as the holder thereof.~~

~~35.8 Any election deemed to be made in accordance with the provisions of Article 35.6 or Article 35.7 shall remain in full force and effect unless and until revoked in accordance with the provisions of Articles 35.4 or 35.5 (as the case may be) which shall apply in relation thereto.~~

~~35.9 Any election as referred to in Articles 35.2 to 35.9 (inclusive) shall be deemed to be made on the basis that if the aggregate amount of the dividends which holders of the Ordinary Shares have elected to receive in respect of any financial year shall exceed the amount the Directors of Flying Brands (UK) have determined to be distributed in respect of such financial year, Flying Brands (UK) shall be entitled to declare and pay on the 'A' Ordinary Shares comprised in the relevant Flying Brands Units dividends in an aggregate amount equal to the amount so determined to be distributed and such dividends shall be distributed among all Members who have in force a valid election in respect of such dividend payment in proportion to the Flying Brands Units in respect~~

~~of which such elections have been made. In any such event, the balance of the dividend which has not been paid by Flying Brands (UK) to any Members shall be paid by the Company on the Ordinary Shares forming part of the relevant Flying Brands Units.~~

- 35.2 ~~35.10~~The Company in General Meeting may from time to time declare dividends but no such dividends shall (except as by the ~~Statutes~~ Law expressly authorised) be payable otherwise than out of the profits of the Company available for the purpose in accordance with the ~~Statutes~~ Law. No higher dividend shall be paid than is recommended by the Board and the declaration of the Board as to the amount of the profits at any time available for dividend shall be conclusive.
- 35.3 ~~35.14~~Subject to the provisions of the ~~Statutes~~ Law, the Board may if it thinks fit from time to time pay to the Members such interim dividends as appear to the Board to be justified by the profits of the Company and in particular (but without prejudice to the generality of the foregoing) if at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends in respect of those ~~shares~~ Shares in the capital of the Company which confer on the holders thereof deferred or non- preferred rights as well as in respect of those ~~shares~~ Shares which confer on the holders thereof preferential rights with regard to dividend and the Board may also pay half- yearly or at other suitable intervals to be settled by it any dividend which may be payable at a fixed rate if it is of the opinion that the profits justify the payment provided the Directors act bona fide they shall not incur any responsibility to the holders of ~~shares~~ Shares conferring a preference for any damage that they may suffer by reason of the payment of an interim dividend on any ~~shares~~ Shares having deferred or non-preferred rights.
- 35.4 ~~35.12~~Notwithstanding any other provision of these Articles, the Board may fix a date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time within six months before or after any date on which such dividend, distribution, allotment or issue is declared, paid or made.
- 35.5 ~~35.13~~With the sanction of a General Meeting, dividends may be paid wholly or in part in specie and may be satisfied in whole or in part by the distribution amongst Members in accordance with the rights of fully Paid Up ~~shares~~ Shares, debentures or other securities of the Company or of any other company or of any other property suitable for distribution as aforesaid provided that no distribution shall be made which would amount to a reduction of capital except in the manner approved by law. The Board shall have full liberty to make all such valuations, adjustments and arrangements and to issue all such certificates or documents of title as may in its opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the Members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper ~~shares~~ Shares and interests in the property and no valuation, adjustment or arrangement so made shall be questioned by any Member.

- 35.6 ~~35.14~~ Any dividend, instalment of dividend or interest or other moneys payable in cash in respect of any ~~share~~ Share may be paid by cheque or warrant payable to the order of the Member entitled thereto or (in the case of joint holders) of that Member whose name stands first on the Register in respect of the joint holding. Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the Member entitled thereto and payment of the cheque or warrant shall be a good discharge to the Company for the same. If cheques or warrants in respect of dividends are returned undelivered or are left uncashed on two consecutive occasions the Board may determine that the Company shall cease sending such cheques or warrants by post to the Member or person concerned. The Company may, if so directed, pay any dividend instalment of dividend or interest or other moneys as aforesaid by credit transfer to a bank account nominated by the Member entitled to such payment which transfer shall be a good discharge to the Company for the same. Every such cheque or warrant shall be sent and every credit transfer made at the risk of the person entitled to the money represented thereby. No unpaid dividend or interest shall bear interest as against the Company.
- 35.7 ~~35.15~~ The Board may deduct from any dividend or other moneys payable in respect of any ~~shares~~ Shares held by a Member, either alone or jointly with any other Member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or otherwise in respect of ~~shares~~ Shares of the Company.
- 35.8 ~~35.16~~ All unclaimed dividends may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the payment of any such dividend into a separate account or the investment of such dividend shall not constitute the Company a trustee in respect thereof. No unclaimed dividend shall bear interest as against the Company. Any dividend which has remained unclaimed for a period of 12 years from the date of declaration thereof shall at the expiration of that period be forfeited and cease to remain owing by the Company and shall thenceforth belong to the Company absolutely.
- 35.9 ~~35.17~~ Subject to Articles 13.1 to 13.8 (inclusive), the Board may, in its absolute discretion, withhold the payments of any dividend to a Member in respect of any ~~share~~ Share held by him in relation to which he or any other person has been duly served with a notice under Articles 13.1 to 13.8 (inclusive) (or under any statutory provision or other provision of these Articles for the time being in force enabling the Company by notice in Writing to require any person to give any information regarding that ~~share~~ Share).

## 36 RESERVES

The Board may before recommending any dividend set aside out of the profits of the Company (including any premiums received upon the issue of debentures or other securities or rights of the Company) such sums as it thinks proper as a reserve fund or reserve funds which shall at the discretion of the Board be applicable for any purpose for which the profits of the Company may lawfully be applied and pending



such application the Board may employ the sums from time to time set apart as aforesaid in the business of the Company or invest the same in such securities (other than the ~~shares~~ Shares of the Company or its holding company) as it may select. The Board may also from time to time carry forward such sums as it may deem expedient in the interests of the Company not to distribute.

## 37 CAPITALISATION OF PROFITS AND RESERVES

37.1 The Company may by Ordinary Resolution on the recommendation of the Board resolve that it is desirable to capitalise:

37.1.1 any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and not required for paying the fixed dividends on any ~~shares~~ Shares entitled to fixed preferential dividends with or without further participation in profits and accordingly that the Directors be authorised and directed to appropriate the sum resolved to be capitalised to the Members in the proportions in which such sum would have been divisible amongst them had the same been applied or been applicable in paying dividends and to apply such sum on their behalf either in or towards paying up the amounts (if any) for the time being unpaid on any ~~shares~~ Shares held by such Members respectively or in paying up in full unissued ~~shares~~ Shares or debentures of the Company of a nominal amount equal to such sum, such ~~shares~~ Shares or debentures to be allotted and distributed credited as fully Paid Up to and amongst such Members in the proportions aforesaid or partly in one way and partly in the other provided that a sum standing to the credit of a ~~share~~ Share premium account or a capital redemption reserve may, for the purposes of this Article, only be applied in the paying up of unissued ~~shares~~ Shares to be allotted to Members as fully paid capitalisation ~~shares~~ Shares;

37.1.2 any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account which is not available for distribution by applying such sum in paying up in full, unissued ~~shares~~ Shares to be allotted as ~~fully~~ fully paid capitalisation ~~shares~~ Shares to those Members who would have been entitled to that sum if it were distributed by way of dividend (and in the same proportions),

and the Directors shall give effect to any such resolution.

~~37.2—So long as Flying Brands Units are in existence, on any capitalisation of profits or reserves pursuant to Article 37.1 there shall only be allotted Ordinary Shares, credited as fully Paid Up and such a capitalisation of profits or reserves shall only take place when the Directors are satisfied that at the same time, 'A' Ordinary Shares (the aggregate number of which shall be the same as the aggregate number of Ordinary Shares to be so allotted to the holders of Flying Brands Units) shall likewise be allotted credited as fully Paid Up by way of capitalisation of profits or reserves by Flying Brands (UK).~~

37.2 ~~37.3~~ Whenever such a resolution as aforesaid is passed, the Board shall make all appropriations and applications of the sum resolved to be capitalised thereby and all allotments and issues of fully paid ~~shares~~ Shares or debentures, if any, and generally shall do all acts and things required to give effect thereto with full power to the Board to make such provision by the issue of certificates in respect of fractional entitlements or by payment in cash or otherwise as it thinks fit for the case of ~~shares~~ Shares or debentures becoming distributable in fractions and also to authorise any person to enter on behalf of all the Members interested into any agreement with the Company providing for the allotment to them respectively credited as fully Paid Up of any further ~~shares~~ Shares to which they may be entitled upon such capitalisation and any agreement made under such authority shall be effective and binding on all such Members.

## 38 ACCOUNTS

38.1 The Board shall cause proper accounts and accounting records to be kept and the provisions of the ~~Statutes~~ Law in this regard shall be complied with. The books of account and accounting records shall be kept at the Office or at such other place or places as the Board thinks fit and shall always be open to the inspection of any Director and the Secretary.

38.2 The Board shall from time to time determine whether in any particular case or class of cases or generally and to what extent and at what times and places and under what conditions or regulations (subject to the provisions of the ~~Statutes~~ Law) the accounts and books of the Company or any of them shall be open to the inspection of Members, and no Member (not being a Director or the Secretary) shall have any right of inspecting any account or book or document of the Company, except as conferred by ~~Statute~~ Law or authorised by the Board or by a resolution of the Company in General Meeting.

38.3 The Board shall from time to time in accordance with the provisions of the ~~Statutes~~ Law cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the ~~Statutes~~ Law.

38.4 Subject to the ~~Statutes~~ Law, either:

38.4.1 a printed copy of every Directors' report and Auditor's report accompanied by the balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by law to be attached or annexed thereto) (together "the Accounts"); or

38.4.2 a summary of financial statements shall not less than 21 days before the date of the Meeting be delivered or sent to every shareholder and to every holder of debentures of the Company and to every other person who is entitled to receive notices of Meetings from the Company under the provisions of the ~~Statutes~~ Law or of these Articles provided that this Article shall not require a copy of such documents to be sent to any person of

whose address the Company is not aware nor to more than one of the joint holders of any ~~shares~~ Shares or debentures; but any Member or debenture holder to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office.

38.5 The accidental omission to deliver or send a copy of any document required to be delivered or sent to any person pursuant to Article 38.4 or the non-receipt by any person entitled to receive the same shall not invalidate any such document or any resolution passed or proceeding held at any General Meeting or Annual General Meeting.

38.6 Every account of the Company, when audited and approved by ~~an Annual~~ a General Meeting, shall be conclusive.

### 39 **AUDIT**

In accordance with the requirements of the ~~Statutes~~ Law the accounts of the Company shall be examined and the truth and fairness of the balance sheet, profit and loss account and group accounts (if any) reported on by an Auditor or Auditors.

### 40 **UNTRACED SHAREHOLDERS**

40.1 Subject to the restrictions in these Articles on the sale, allotment and disposition of Ordinary Shares ~~comprised in a Flying Brands Unit~~ , the Company shall be entitled to sell at the best price reasonably obtainable the ~~shares~~ Shares of a Member or the ~~shares~~ Shares to which a person is entitled by virtue of transmission on death or bankruptcy if and provided that:

40.1.1 during the period of 12 years prior to the date of the publication of the advertisements referred to in Article 40.1.2 below (or, if published on different dates, the earlier thereof) at least three dividends in respect of the ~~shares~~ Shares in question have become payable and all warrants and cheques in respect of the ~~shares~~ Shares in question sent in the manner authorised by these Articles have remained uncashed; and

40.1.2 the Company on expiry of the said period of 12 years shall have inserted advertisements in two national newspapers in the United Kingdom and in a newspaper circulating in the area of the registered address of such Member or other person who may be affected in accordance with these Articles, as appearing in the Register giving notice of its intention to sell the said ~~shares~~ Shares; and

40.1.3 during the said period of 12 years and the period of three months following the publication of the said advertisements the Company shall not have received indication, either of the whereabouts or of the existence of such Member or person; and

40.1.4 any requirements of the Listing Rules contained in the Handbook shall be complied with.

40.2 To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of the said ~~shares~~ Shares and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such ~~shares~~ Shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former Member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former Member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than ~~shares~~ Shares of the Company or its holding company if any) as the Directors may from time to time think fit.

## 41 NOTICES

41.1 A notice or other document may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register or in an electronic communication and sent or delivered in accordance with the Electronic Communications (Jersey) Order 2000 to an address for the time being notified to the Company by the Member for that purpose.

41.2 All notices directed to be given to the Members shall with respect to any ~~share~~ Share to which persons are jointly entitled be given to whichever of such persons is named first in the Register, and notice given shall be sufficient notice to all the holders of such ~~share~~ Share.

41.3 Any Member described in the Register by an address not within the Island of Jersey or the United Kingdom who shall from time to time give the Company an address within the Island of Jersey or the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address, but otherwise no such Member shall be entitled to receive any notice from the Company.

41.4 Any summons, notice, order or other document required to be sent to or served upon the Company or upon any officer of the Company may be sent or served by leaving the same or sending it through the post in a prepaid registered letter addressed to the Company or to such officer, at the Office.

41.5 Any notice or other document if served by first class post (or by airmail post if to an address outside the Island of Jersey or the United Kingdom) shall be deemed to have been served on the day following and, if served by second class post, shall be deemed to have been served on the second day following that on which the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and posted as a prepaid letter or prepaid registered letter as the case may be. A notice given by electronic communication under Article 41.1 above which fails to reach the

Member at the Member's notified address shall be sent on two more occasions to the Member at the same address on the same day. If the notice does not reach the Member, the Company shall within two days despatch to the Member by first class post the same notice which shall be deemed to be effective as of the date the electronic communications were sent.

- 41.6 Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any ~~share~~ Share registered in the name of such Member as sole or joint holder, unless his name shall, at the time of the service of the notice or document, have been removed from the Register as the holder of the ~~share~~ Share and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the ~~share~~ Share.
- 41.7 Any notice required to be given by the Company to the Members or any of them, and not provided for by or pursuant to these Articles, shall be sufficiently given by advertisement which shall be inserted once in at least one leading United Kingdom national daily newspaper.
- 41.8 Any notice given by advertisement shall be deemed to have been served at noon on the day on which the advertisement appears.
- 41.9 If at any time by reason of the suspension or any curtailment of postal services in the Island of Jersey or the United Kingdom the Company is unable effectively to convene a General Meeting by notices sent through the post to those Members who have not notified an address for electronic communications pursuant to Article 41.1 and the Board has resolved that it is necessary to do so in the interests of the Company, a General Meeting may be convened by a notice advertised on the same date in at least two leading United Kingdom national daily newspapers and such notice shall be deemed to have been duly served on all Members entitled thereto at noon on the day when the advertisements appear or if the same appear on different days, at noon on the last of the days when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least five days prior to the Meeting the posting of notices again becomes practicable.

## 42 **WINDING UP**

If the Company shall be wound up (whether the liquidation is altogether voluntary, under supervision or by the Court) the Liquidator may, with the sanction of a Special Resolution and subject to any other sanction required by the Law, divide among the Members in specie the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds and may for such purposes set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Members or different classes of Members. The Liquidator may, with the like sanction, vest any part of the assets in trustees upon

such trusts for the benefit of Members as the Liquidator, with the like sanction, shall think fit and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any ~~shares~~ Shares in respect of which there is a liability.

#### 43 INDEMNITY

- 43.1 Subject to the provisions of, and so far as may be permitted by, ~~the~~ Statutes Law, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour, or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on his part, or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted by the Court.
- 43.2 Subject to the provisions of and so far as may be permitted by the Statutes Law, the Company shall be entitled to purchase and maintain for any such Director, Auditor, Secretary or other officer, insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to the Company.