

Company Number: 5199003

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

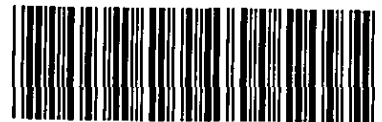
ARTICLES OF ASSOCIATION

MILFORD ENERGY LIMITED

Incorporated on 6 August 2004

(Articles of association adopted on 9th October 2012)

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

MILFORD ENERGY LIMITED

1. PRELIMINARY

- 1 1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No 3229) (the "Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles")
- 1 2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force
- 1 3 Model Articles 7, 9, 11(2), 11(3), 12, 13, 14, 17, 19, 26(5), 28(3), 41, 44(4) and 50 do not apply to the Company
- 1 4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles
- 1 5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa

2. DEFINED TERMS

- 2 1 Model Article 1 shall be varied by the inclusion of the following definitions -

"**Accounts**" means, in relation to any period, the accounts of the Company for that period, prepared in pounds sterling in accordance with the provisions of the UK GAAP,

"**Affiliate**" means, in relation to a shareholder or a shareholder in any holding company of the Company, a subsidiary or a holding company of that company or any other subsidiary of any such holding company, in each case for the time being,

"**Applicable Law**" means any applicable national, municipal or state statute, ordinance or other law (including any law relating to taxes), regulation, by-law, order or decree, any form of delegate legislation, any treaty or international convention and any regulation or resolution of England and Wales or any part thereof or the European Union, or the United Nations or its Security Council which, in each case, have the force of law in England and Wales,

"**BG**" means BG Energy Holdings Limited,

"**Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London,

"**Chairman**" means the chairman, who shall be a non-executive chairman, of the Board of the Company appointed in accordance with Article 4 below,

"**Conflict Rule**" means the rule provided for by the Shareholder Agreement that the relevant shareholder of Dragon LNG Group and any director designated or caused to be designated by it to the Board of Dragon LNG Group (and appointed to the Board of the Company) shall not

- (a) attend or participate in Board meetings or general meetings of the Company at which the Shareholder Enforcement Action against or by the relevant shareholder (as appropriate) is considered (but only to the extent that the matter that is the subject of the Shareholder Enforcement Action is the subject matter of such a meeting),
- (b) vote or be counted in any quorum at any of the meetings referred to in paragraph (a) above (but only to the extent that the matter that is the subject of the Shareholder Enforcement Action is the subject matter of such a meeting), or
- (c) receive any information prepared for or by the Company in relation to the Shareholder Enforcement Action against or by that shareholder (or one or more of its Affiliates) (as appropriate),

"Dragon Group Companies" means the Company, Dragon LNG Group and Dragon LNG Limited and **"Dragon Group Company"** means any one of them (as applicable),

"Dragon LNG Group" means Dragon LNG Group Limited, a company registered in England and Wales with company registration number 5237839,

"Financial Year" means the period for which the Company prepares Accounts, such period being 12 months unless the members otherwise unanimously agree in writing,

"Lien Enforcement Notice" has the meaning given in Article 8 4,

"Ordinary Majority" means in relation to any resolution considered at a Board meeting or by written resolution of the Board, the approval of directors (or their alternates) holding more than 50 per cent of the votes capable of being cast by directors present at such meeting or for such written resolution,

"Percentage Interest" means the proportion, expressed as a percentage, which the number of shares in Dragon LNG Group held by each shareholder of Dragon LNG Group bears at that time to the aggregate number of all the shares issued by Dragon LNG Group at that time,

"Petronas" means Petronas International Corporation Ltd ,

"Related Party Contract" has the meaning given in the definition of Shareholder Enforcement Action below,

"Related Party Default" means a material default by a shareholder of Dragon LNG Group (or an Affiliate of a shareholder of Dragon LNG Group) under a Related Party Contract,

"Reserved Matters" means the matters that Dragon LNG Group may agree from time to time as reserved for the approval of a Super Majority of the Board,

"Secretary" means the secretary of the Company, if any, appointed in accordance with Article 6 1 or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary

"Shareholders' Agreement" means the shareholders' agreement dated on or about the date of adoption of these articles made between BG, Petronas and the Dragon LNG Group and their successors and assigns, as the same may be supplemented, varied or amended from time to time,

"Shareholder Enforcement Action" means any of the following actions by a Dragon Group Company

- (a) commencing, continuing or settling any dispute resolution process provided for in an agreement between a Dragon Group Company and a shareholder of Dragon LNG Group (or an Affiliate of such a shareholder) (a **"Related Party Contract"**),
- (b) exercising any contractual rights that a Dragon Group Company may have in relation to a Related Party Default,
- (c) commencing, continuing, settling, prosecuting or discontinuing any court, expert or arbitration proceedings in relation to a Related Party Default, or
- (d) defending itself against any court, expert or arbitration proceedings commenced against it by a shareholder of Dragon LNG Group (or an Affiliate of such a shareholder),

"Super Majority" means, in relation to any resolution considered at Board meeting or by written resolution of the Board, the approval of directors holding more than 80 per cent of the votes capable of being cast by directors (or their alternates) present at such meeting or for such written resolution,

"20% Rule" means, where 20 per cent or more but less than 50% (unless such voting directors expressly elect to apply the 20% Rule) of the votes capable of being cast by directors are cast in favour of invoking the Conflict Rule in relation to the relevant Shareholder Enforcement Action (and the relevant Shareholder Enforcement Action is a Shareholder Enforcement Action under paragraphs (b) or (c) of the definition of Shareholder Enforcement Action above),

"Voting Director" means any director who is not prevented at the relevant time from attending and/or voting at a Board meeting pursuant to the provisions of the Shareholders' Agreement, and

"Voting Shareholder" means any shareholder of Dragon LNG Group which is not prevented at the relevant time from attending and/or voting at a General Meeting of Dragon LNG Group pursuant to the provisions of the Shareholders' Agreement

3 BOARD OF DIRECTORS

- 3 1 The Board of directors shall consist of a minimum of two (2) and a maximum of ten (10) directors
- 3 2 Dragon LNG Group shall be entitled from time to time to appoint any director and from time to time remove from office any director provided that the directors of the Company shall at all times be the same as the directors of Dragon LNG Group Such appointment or removal may be effected by ordinary resolution or by notice in writing signed by a director of Dragon LNG Group
- 3 3 Directors are not entitled to be paid for acting as directors, other than as resolved by a unanimous resolution of the members

4 CHAIRMAN

- 4 1 The Chairman of the Company shall be a director of the Company and shall be designated on an annual basis
- 4 2 Subject to Article 4 3 below, the Chairman of the Company shall
 - (a) or his delegate shall, convene meetings of the Board and general meetings of the Company, and

- (b) act as the Chairman of Board meetings and general meetings of the Company in accordance with applicable law, provided that, if the Chairman or alternate Chairman is not present at a Board meeting or a general meeting, the directors who are present may appoint an acting Chairman for the purpose of the meeting

In addition, the Board may grant the Chairman such other powers or specific authorities as the Board may from time to time decide

- 4 3 The Chairman shall not have a casting vote in the event of a tied vote of the Board or at a general meeting

- 4 4 The provisions of Model Article 39 of the Model Articles shall be read and construed in accordance with the provisions of articles 4 1 to 4 3 (inclusive) above and in the event of any inconsistency the provisions of articles 4 1 to 4 3 (inclusive) above shall apply

5 MEETINGS OF DIRECTORS

- 5 1 Board meetings shall be properly convened and held at often as may be agreed by the directors, provided that a Board meeting shall be held at least once every year unless the members otherwise unanimously agree

- 5 2 Board meetings shall be convened at the registered office of the Company, or, subject to Article 5 13 below, such other place as the Board may from time to time determine, upon fourteen days' written notice (or such other period as may be agreed between the members or directors) to each of the directors setting out the agenda for the meeting in reasonable detail and attaching the relevant papers to be discussed at the meeting

- 5 3 Subject to Applicable Law, a quorum for any Board meeting shall be present if

- (a) at least one Voting Director designated to the board of Dragon LNG Group by each Voting Shareholder (and appointed to the Board of the Company) is in attendance, provided that, if a properly convened Board meeting cannot be held because the meeting is inquorate unless otherwise agreed by at least one Voting Director designated to the board of Dragon LNG Group by each Voting Shareholder (and appointed to the Board of the Company), the meeting shall be adjourned until the same day in the following week at the same time and place (and no further meeting of the same agenda shall be convened in the meantime other than with the prior consent of all Voting Directors) and the above requirements set forth in this paragraph (a) shall not apply for the purposes of determining the quoracy of such meeting which shall be regarded as quorate if

- (i) one Voting Director designated to the Board of Dragon LNG Group by each of at least two Voting Shareholders holding in aggregate not less than 40 per cent of the shares held, in aggregate, by all of the shareholders in Dragon LNG Group (and appointed to the Board of the Company) are in attendance, or

- (ii) any Voting Director designated to the Board of Dragon LNG Group by a Voting Shareholder holding 60 per cent or more of the shares held, in aggregate, by all of the shareholders in Dragon LNG Group (and appointed to the Board of the Company) is in attendance,

provided that, if such meeting is inquorate, any Voting Director may deem any of the matters on the agenda for such meeting to be a Board Deadlock and may refer the matter in accordance with Article 5 8, or

- (b) if the Board meeting is for the purposes of implementing the recommendations of an Expert in relation to the implementation of the Conflict Rule (an **"Implementation Meeting"**), each of the directors who voted in favour of invoking the Conflict Rule in that case are in attendance,

and such directors shall be deemed to be in attendance if such directors are present themselves or by way of the appointment of an alternate director who is present to act as the first-mentioned director's alternate at such Board meeting or Implementation Meeting (as appropriate)

- 5 4 Decisions of the Board shall be made in accordance with the provisions of the Articles and paragraphs 5 5, 5 6 and 5 7 below
- 5 5 Each Voting Director may cast the number of votes equal to the Percentage Interest of the Voting Shareholder that designated that Voting Director to the board of Dragon LNG Group (provided that, if a Voting Shareholder has designated more than one Voting Director to the Board of Dragon LNG Group (and more than one such Voting Director has been appointed to the Board of the Company), then those Voting Directors so designated and present at the meeting shall share equally the number of votes equal to the Percentage Interest of the Voting Shareholder that designated those Voting Directors to the Board of Dragon LNG Group
- 5 6 Subject to the other provisions of these articles and except in the circumstances where the 20% Rule applies, any decision of the Board during the period in which a director is not a Voting Director shall require the agreement of all Voting Directors designated to the board of Dragon LNG Group by each Voting Shareholder holding 15 per cent or more of the shares in Dragon LNG Group (and appointed to the Board of the Company) except where an Ordinary Majority or Super Majority (as appropriate) could have been reached had the non-Voting Directors been entitled to vote and had voted against it, in which case the usual rules for determining Ordinary Majority or Super Majority (as appropriate) shall apply
- 5 7 Subject to Applicable Law and save as otherwise provided for in this Agreement, resolutions of the Board shall require the affirmative vote of Voting Directors
- (a) representing an Ordinary Majority if it is not a Reserved Matter, or
- (b) representing a Super Majority if it is a Reserved Matter
- 5 8 Where a Board meeting is required to consider any resolution and such resolution is not duly passed at such Board meeting by reason of an insufficient majority (such circumstances being a **"Board Deadlock"**), the matter may be resolved in a manner agreed by Dragon LNG Group
- 5 9 Any director may designate an alternate director who is willing to act (who may or may not already be a director) to attend and vote on his or her behalf at any Board meeting and to sign written resolutions of the directors in his absence. A director may remove from that position any alternate director so designated by him. Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. An alternate director shall cease to be an alternate director if his appointor ceases to be a director. Any alternate director designated in accordance with this Article 5 9 shall be deemed to have the powers of the director for whom he is acting as an alternate. In addition, any person designated to act as an alternate director to a director designated to act as Chairman shall also be entitled to act as an alternate Chairman in relation to the duties described at paragraphs (a) and (b) of Article 4 2
- 5 10 Except as these Articles specify otherwise, alternate directors -
- (a) are liable for their own acts or omissions,

- (b) are not entitled to receive any remuneration from the Company for serving as alternate directors
 - (c) are subject to the same restrictions as their appointors, and
 - (d) are not deemed to be agents of or for their appointors
- 5 11 Any Board meeting where a Director is excluded pursuant to the Conflict Rule can only transact business pertaining to the matter that is the subject of the relevant Shareholder Enforcement Action
- 5 12 For the purposes of Article 5 2 above and subject to Article 5 13 below, a Voting Director may be present either
- (a) in person, or
 - (b) by telephone or video conference,
- provided that a Voting Director may be present by telephone or video conference only if each participating director is able to hear each of the other participating directors addressing the meeting and, if he so wishes, to address all of the other participating directors simultaneously,
- 5 13 More than half of the participating directors must be in the United Kingdom for at least half of the Board meetings held in each calendar year. If in any year the Chairman reasonably believes that there is a substantial risk of this requirement not being met in that year then the Chairman, in consultation with the participating directors, may declare as inquorate a Board meeting where more than half of the directors who are participating in that Board meeting are outside the United Kingdom at the time of that meeting. The requirement of this Article 5 13 shall not, however, invalidate any, otherwise valid, action of the Board, or invalidate the passing of any resolution in any Board meeting, held during a year where more than half of the participating directors are not in the United Kingdom irrespective of whether such circumstances have occurred for more than half the Board meetings held in that year
- 5 14 Resolutions of the Board may, unless these articles or any Applicable Law requires otherwise, be passed by means of a written resolution, provided that
- (a) all directors receive notice of the resolutions and copies of all the relevant documentation therewith,
 - (b) within seven days after the date of service of the notice under paragraph (a) above, a sufficient number of Voting Directors to have constituted the required majority have signed and returned the resolution to the Company, and
 - (c) a majority of directors who have signed and returned the resolution to the Company were in the United Kingdom at the time they signed such resolution, provided that
 - (i) if, in the opinion of the majority of directors, there are exceptional circumstances preventing a majority of the directors from being in the United Kingdom, a written resolution may be signed when the majority of directors are outside the United Kingdom, and
 - (ii) the requirement of this paragraph (c) shall not invalidate any, otherwise valid, written resolution of the Board

For the sole purpose of determining whether the required majority has been constituted for such written resolution, all of the Voting Directors shall be deemed to be "present"

- 5 15 At each Board meeting or prior to such meeting, the Chairman shall present the minutes of the immediately preceding Board meeting to the directors and, once approved by the directors together with any amendments that the directors may require

to the extent necessary to reflect accurately the immediately preceding meeting, such minutes shall be signed by the Chairman

- 5 16 Notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes, unless otherwise agreed by all the shareholders of Dragon LNG Group
- 5 17 Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) the director has declared to the other directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office -
- (a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
 - (b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested or any Dragon Group Company or any shareholder of Dragon LNG Group or an Affiliate of such a shareholder, and
 - (c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest

6 SECRETARY

- 6 1 The directors may appoint a Secretary to the Company for such period, for such remuneration and upon such conditions as they think fit, and any secretary so appointed by the directors may be removed by them

7 ISSUE OF SHARES

- 7 1 Unless the members of the Company by unanimous resolution direct otherwise, all shares which the directors propose to issue must first be offered to the members in accordance with the following provisions of this Article
- 7 2 Shares must be offered to members in proportion as nearly as may be to the number of existing shares held by them respectively and
- (a) The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days, unless otherwise agreed by all members) within which the offer, if not accepted, will be deemed to be declined
 - (b) After the expiration of the period referred to in Article 7 2(a) above, all those shares declined and all so deemed to be declined shall be offered in the proportion aforesaid to the members who have, within the said period, accepted all the shares offered to them, and such further offer shall be made in the like terms in the same manner and limited by a like period as the original offer
 - (c) Any shares not accepted pursuant to the offer referred to in Article 7 2(a) above and the further offer referred to in Article 7 2(b) above (or not capable of being offered as aforesaid except by way of fractions) and any shares released from the provisions of this Article by any such unanimous resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or dispose of the same to such persons, on such terms, and in such manner as they think fit

- (d) In accordance with section 567 of the Companies Act 2006, sections 561 and 562 of the said Act are excluded

7.3 The Company may only issue shares with different rights and restrictions to those already in issue with the prior authority of a unanimous shareholders' resolution and Model Article 22 shall be read and construed accordingly

8 LIEN

8.1 The Company has a first and paramount lien on all shares registered in the name of any person indebted or under any liability to the Company, (whether he is the sole registered holder thereof or is one of two or more joint holders), for all moneys payable by him or his estate to the Company (whether or not such moneys are presently due and payable)

8.2 The Company's lien over shares -

- (a) takes priority over any third party's interest in such shares, and
- (b) extends to any dividend or other money payable by the Company in respect of such shares and (if the Company's lien is enforced and such shares are sold by the Company) the proceeds of sale of such shares

8.3 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part

8.4 (a) Subject to the provisions of this Article, if -

- (i) a notice of the Company's intention to enforce the lien ("Lien Enforcement Notice") has been sent in respect of the shares, and
- (ii) the person to whom the Lien Enforcement Notice was sent has failed to comply with it,

the Company may sell those shares in such manner as the directors decide

(b) A Lien Enforcement Notice -

- (i) may only be sent in respect of shares if a sum is payable to the Company by the sole registered holder or one of two or more joint registered holders of such shares and the due date for payment of such sum has passed,
- (ii) must specify the shares concerned,
- (iii) must include a demand for payment of the sum payable within 14 days,
- (iv) must be addressed either to the holder of such shares or to a person entitled to such shares by reason of the holder's death, bankruptcy or otherwise, and
- (v) must state the Company's intention to sell the shares if the notice is not complied with

(c) If shares are sold under this Article -

- (i) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and

- (ii) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale
- (d) The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied -
 - (i) first, in payment of the sum for which the lien exists as was payable at the date of the lien enforcement notice, and
 - (ii) second, in payment to the person entitled to the shares immediately prior to the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the shares before the sale for any money payable in respect of the shares between the date of the Lien Enforcement Notice and the sale
- (e) A statutory declaration by a director or the Secretary that the declarant is a director or the Secretary and that a share has been sold to satisfy the Company's lien on a specified date -
 - (i) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - (ii) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the share

9. CONSOLIDATION OF SHARES

- 9 1 (a) This Article applies in circumstances where -
- (i) there has been a consolidation of shares, and
 - (ii) as a result, members are entitled to fractions of shares
- (b) The directors may -
- (i) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable, and
 - (ii) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser
- (c) Where any shareholder's entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the directors, that member's portion may be distributed to an organisation which is a charity for the purposes of the law of England and Wales, Scotland or Northern Ireland
- (d) A person to whom shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions
- (e) The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale

10. DIVIDENDS

- 10 1 (a) Except as otherwise provided by these Articles or the rights attached to the shares, all dividends must be -
- (i) declared and paid according to the amounts paid up on the shares on which the dividend is paid, and

- (ii) apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid
- (b) If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly
- (c) For the purpose of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount

11. GENERAL MEETINGS

- 11 1 Each general meeting of the members shall be held on such date and at such time as shall be determined by the Board in accordance with the Articles and Applicable Law and stated in the notice of the meeting
- 11 2 Each notice calling a general meeting shall set out the time, place and date of and the agenda for the meeting in reasonable detail and attaching the relevant papers to be discussed at the meeting and shall give the members the information required by the Companies Act 2006 regarding their right to appoint proxies
- 11 3 At least fourteen days' notice of each general meeting shall be communicated to the members in accordance with the Articles and Applicable Law, provided that general meetings may be held on no notice or short notice provided that each member who holds not less than 10% in nominal value of the shares giving a right to vote at such General Meeting consents
- 11 4 Unless the Board otherwise agrees to another location, each general meeting shall be held in the United Kingdom
- 11 5 At each general meeting, the members shall transact such business as may be brought before them in accordance with Applicable Law and the Articles
- 11 6 Members shall act at a general meeting only if a quorum is present at such meeting in person or by proxy
- 11 7 If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by one or more proxies or, in the event that the member is a corporation, by one or more corporate representatives, is a quorum
- 11 8 If and for so long as the Company has two or more members, two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by one or more proxies or, in the event that any member present is a corporation, by one or more corporate representatives, are a quorum
- 11 9 For the purposes of Articles 11 7 and 11 8 above, a member may be present if its representative is present either
 - (a) in person, or
 - (b) by telephone or video conference,

provided that sub-paragraph (b) immediately above shall only apply if each participating member's representative is able to hear each of the other participating members' representatives addressing the meeting and, if he so wishes, to address all of the other participating members' representatives simultaneously

12 WRITTEN RESOLUTIONS OF MEMBERS

- 12 1 (a) Subject to Article 12 1(b), a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company
- (b) The following may not be passed as a written resolution and may only be passed at a general meeting -
- (i) a resolution under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office, and
- (ii) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office

12 2 On a written resolution, a member has one vote in respect of each share held by him

13 VOTING AT GENERAL MEETINGS

- 13 1 (a) Subject to Article 12 2 below, on a vote on a resolution at a general meeting on a show of hands -
- (i) each member who, being an individual, is present in person has one vote,
- (ii) if a member (whether such member is an individual or a corporation) appoints one or more proxies to attend the meeting, all proxies so appointed and in attendance at the meeting have, collectively, one vote, and
- (iii) if a corporate member appoints one or more persons to represent it at the meeting, each person so appointed and in attendance at the meeting has, subject to section 323(4) of the Companies Act 2006, one vote
- (b) Subject to Article 12 2 below, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy or authorised representative) has one vote in respect of each share held by him
- 13 2 No member may vote at any general meeting or any separate meeting of the holders of any class of shares in the Company, either in person, by proxy or, in the event that the member is a corporation, by corporate representative in respect of shares held by that member unless all moneys currently due and payable by that member in respect of any shares held by that member have been paid
- 13 3 (a) Model Article 44(2) is amended by the deletion of the word "or" in Model Article 44(2)(c), the deletion of the " " after the word "resolution" in Model Article 44(2)(d) and its replacement with ", or" and the insertion of a new Model Article 44(2)(e) in the following terms -
- "by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right"
- (b) A demand for a poll made by a person as proxy for a member is the same as a demand made by the member
- 13 4 Polls must be taken at the general meeting at which they are demanded and in such manner as the Chairman directs

14. INFORMATION

- 14 1 The Company shall provide each member with

(a) a copy of its audited Accounts relating to its most recent Financial Year as soon as available after the end of each fiscal year,

(b) subject to the provisions of the Shareholder Agreement, such further information as any member may from time to time reasonably require about any matter relating to the businesses, affairs or the financial position of the Company, including such information which is necessary for any member to prepare its own financial statements in accordance with any Applicable Law or applicable national or international accounting standards, or to allow it to comply with relevant stock exchange requirements

15. COMMUNICATIONS

15 1 Notices, demands, consents or other documents to be given or provided by the Company or any of the members in connection with these articles shall be in English, in writing and shall, subject to Articles 15 6 and 15 7 below, be either delivered to the Company's registered office or the address of the relevant member provided for that purpose by the member (as appropriate) or sent by facsimile to the facsimile number for the Company or the relevant member (as appropriate)

15 2 Notices, demands, consents or other documents made or delivered by one party to another under or in connection with these articles will only be effective

(a) if by way of fax, when received in legible form, or

(b) if by way of letter, when it has been delivered by hand at the relevant address or 2 days after being deposited in the post, postage prepaid, in an envelope addressed to the receiving party at that address or, if posted from outside the country of the delivery address, 7 days after being deposited in the post, postage prepaid, in an envelope addressed to the receiving party at that address

15 3 For the purposes of this Article 15, a receipt evidencing delivery will be sufficient proof that a fax was received in a legible form

15 4 Where these articles provides that a certain number of days' or Business Days' notice shall be given before any act is required to be done or event occurs or any power is exercised then in computing such period, the day of delivery or service of such notice, demand, consent or other document and the day on which the act is required to be done or event occurs or the power is exercised for which notice has been given, shall not be counted in such number of days or Business Days or period

15 5 Where a notice, demand, consent or other document is to be served on more than one person, the effective date of service of such notice, demand, consent or other document shall be the date it is delivered to the last of the persons to which it is directed

15 6 Any member or the Company may from time to time by notice in writing to the other members and the Company, in accordance with this Article 15, change its address or facsimile number or identity of the official to whom such notices, demands, consents or other documents are to be delivered

15 7 Any notice sent in connection with the calling of a Board meeting or a shareholders' meeting or a Board or shareholder written resolution may be sent by email to the email address provided by the recipient in accordance with this Article 15 and shall be effective at the time at which an email acknowledgment of receipt from the recipient is received by the sender

16 COMPANY SEALS

16 1 Model Article 49(1) is replaced with -,

"Any common seal of the Company may be used by the authority of the directors or any committee of directors "

- 16 2 Model Article 49(3) is modified by the deletion of all words which follow the "," after the word "document" which is replaced with "the document must also be signed by -

(a) one authorised person in the presence of a witness who attests the signature, or

(b) two authorised persons"

17. TRANSMISSION OF SHARES

- 17 1 Model Article 27 is modified by the addition of new Model Article 27(4) in the following terms -

"Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member"

- 17 2 All the Articles relating to the transfer of shares apply to -

(a) any notice in writing given to the Company by a transmittee in accordance with Model Article 28(1), and

(b) any instrument of transfer executed by a transmittee in accordance with Model Article 28(2),

as if such notice or instrument were an instrument of transfer executed by the person from whom the transmittee derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

18 SHARE TRANSFERS

- 18 1 The directors may refuse to register the transfer of a share, and, if they do so, the instrument of transfer must be returned to the transferee together with a notice of refusal giving reasons for such refusal as soon as practicable and in any event within two months after the date on which the instrument of transfer was lodged for registration, unless the directors suspect that the proposed transfer may be fraudulent