

SE TR01

Proposed transfer from the United Kingdom (UK) of Societas Europaea (SE)



Companies House



R7WPBXAB

08/01/2019

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COMPANIES HOUSE

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☒ What this form is for

You may use this form to propose a transfer of an SE from the UK.

☒ What this form is NOT for

You cannot use this form to other information.

TUESDAY

1 SE details

SE number

S E 1 3 1

SE name in full

R&Q Alpha Company SE

→ Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Transfer proposal

In accordance with Article 8(2) of Council Regulation (EC) No 2157/2001, a copy of a transfer proposal for the SE named above is attached to this form.

3 Signature

I certify that the information given in this form is correct.

Signature

Signature

X

X

This form may be signed by:

Member of the management or administrative organ of the SE.

SE TR01

Proposed transfer from the United Kingdom (UK) of Societas Europaea (SE)

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Geraldine Quirk**

Company name **Bryan Cave Leighton Paisner LLP**

Address **Adelaide House**

London Bridge

Post town

County/Region **London**

Postcode **E C 4 R 9 H A**

Country **United Kingdom**

DX

Telephone **020 3400 3243**

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The SE name and number match the information held on the public Register.
- ☐ You have attached the transfer proposal for the SE.
- ☐ You have signed the form.

Important information

Please note that all information on, and attached to, this form will appear on the public record.

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For SEs registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff.

For SEs registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For SEs registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

PROPOSAL TO TRANSFER THE REGISTERED OFFICE OF A SOCIETAS EUROPAEA

("TRANSFER PROPOSAL")

TRANSFER OF THE REGISTERED OFFICE OF

R&Q ALPHA COMPANY SE

FROM THE UNITED KINGDOM TO MALTA

DATED 08 January 2019

BACKGROUND

- (A) R&Q Alpha Company SE a societetas europaea registered in the United Kingdom with registered number SE131 and having its registered office at 71 Fenchurch Street, London, EC3M 4BS United Kingdom (the "**Company**") intends to transfer its registered office from the United Kingdom to Malta pursuant to European Council Regulation (EC) No 2157/2001 on the Statute for a European Company (SE) (the "**SE Regulation**"); and
- (B) The Company has not been dissolved, has not been declared insolvent and has not been made the subject of any analogous procedure for the protection of creditors generally.

THE MEMBERS OF THE ADMINISTRATIVE ORGAN OF THE COMPANY HEREBY APPROVE THE FOLLOWING TRANSFER PROPOSAL ON 08 January 2019 :

1 TRANSFER OF REGISTERED OFFICE

- 1.1 It is proposed that the Company shall transfer its registered office from the United Kingdom to Malta pursuant to Article 8(1) of the SE Regulation.
- 1.2 The name of the Company is currently "R&Q Alpha Company SE" and the Company is currently registered in the United Kingdom with registered number SE131. The registered office of the Company is currently at 71 Fenchurch Street, London, EC3M 4BS.
- 1.3 The Transfer Proposal will become effective from the date on which the Company is registered by the Registry of Companies in Malta (the "**Effective Date**") which is expected to be on or about 22 March 2019.
- 1.4 With effect from the Effective Date:
- (a) the proposed name of the Company shall remain as R&Q Alpha Company SE; and
- (b) the proposed registered office of the Company shall be at 171 Old Bakery, Valletta, VLT 1455, Malta.
- 1.5 To the extent permitted by law, from 00:00:01am (Maltese time) on 1 January 2019 the Company is to be treated for accounting purposes as being registered in Malta.

2 **PROPOSED STATUTES OF THE COMPANY**

- 2.1 The proposed statutes of the Company that shall apply with effect from the Effective Date are set out in Appendix 1 to this Transfer Proposal.

3 **IMPLICATIONS THE TRANSFER MAY HAVE ON EMPLOYEES' INVOLVEMENT**

As the Company has no employees, the Transfer Proposal will not have any implications on employees' involvement.

4 **PROPOSED TRANSFER TIMETABLE**

- 4.1 It is proposed that:

- (a) this Transfer Proposal shall be published in accordance with Article 8(2) and Article 13 of the SE Regulation on or about 15 January 2019;
- (b) the Company shall communicate the additional forms of publicity of this Transfer Proposal required under Regulation 56 of The European Public Limited-Liability Company Regulation 2004 (SI 2004/2326) (the "**UK SE Regulations**") in January 2019;
- (c) the general meeting of the Company shall approve this Transfer Proposal in accordance with Article 8(6) and Article 59 of the SE Regulation on or about 15 March 2019; and
- (d) the Effective Date shall be as set out in paragraph 1.3 above.

- 4.2 All dates are estimates based on current expectations and are subject to change.

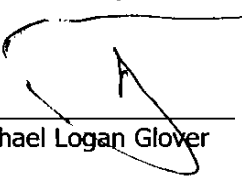
5 **RIGHTS PROVIDED FOR THE PROTECTION OF SHAREHOLDERS AND/OR CREDITORS**

- 5.1 The Company's shareholders and creditors shall be entitled to, at least one month before the general meeting called to approve this Transfer Proposal, examine at the Company's registered office (i) this Transfer Proposal and (ii) the explanatory report drawn up pursuant to Article 8(3) of the SE Regulation and, on request, to obtain copies of those documents free of charge.
- 5.2 All the members of the administrative organ of the Company will make a statement of solvency in accordance with Regulation 72 of the UK SE Regulations.
- 5.3 Except as stated above, no special rights are provided for the protection of shareholders and/or creditors.

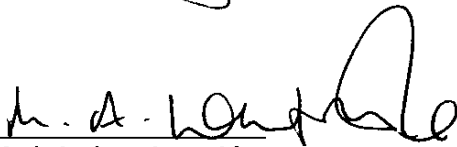
6 **APPROVAL OF THE SHAREHOLDERS IN GENERAL MEETING**

This Transfer Proposal, and the statutes of the Company proposed to be adopted with effect from the Effective Date, are subject to approval by the shareholders of the Company in general meeting.


EXECUTION PAGE



Michael Logan Glover



Mark Andrew Langridge



Kenneth Edward Randall

MEMORANDUM OF ASSOCIATION
OF
R&Q ALPHA INSURANCE COMPANY SE

1. NAME

The name of the company is **R&Q ALPHA INSURANCE COMPANY SE**

2. PUBLIC COMPANY

The Company shall be a European public limited liability company (*Societas Europaea*).

3. REGISTERED OFFICE

The registered office of the Company is situated at 3rd Floor, Development House, St. Anne Street, Floriana, FRN 9010, Malta or at such other place in Malta as the Company's Board of Directors may from time to time determine.

4. OBJECTS

The objects of the Company are to:

- (a) To undertake or carry on any classes of insurance and reinsurance business in terms of the Insurance Business Act, 1998 and to insure or re-insure any risks relating thereto;
- (b) To act as holding Company and invest, subscribe for, acquire, hold, dispose of or otherwise deal in all kind of securities including shares, participation, Investments, interest and debentures in any other Company, corporations, entities, partnership, joint venture, business any other body of persons and to manage and administer any of the aforementioned property or any property permitted by law.
- (c) To own, manage and in any way dispose of trademarks, patents and other intellectual property and property rights.
- (d) To invest, hold and trade own funds in portfolio investments and all sorts of securities in whatsoever currency including but not limited to bonds, convertibles, preference and ordinary shares, equities, collective investment schemes, equity traded funds, traded commodities, forwards, futures, options and derivatives.
- (e) To receive dividends, capital gains, royalties and similar income, rents, interest, any other income or gains derived from investments (including income or gains on the disposal of such investments), and profits or gains attributable to a permanent establishment (including a branch).
- (f) To purchase or otherwise acquire under any title whatsoever all types of property immovable or immovable, corporeal or incorporeal, or any interest therein, by any tenure or title and to hold, improve, develop, construct, enlarge, extend, alter, maintain, transfer,

sell, convey or otherwise dispose of such property or any interest therein as shall from time to time be expedient.

- (g) To let, whether furnished or unfurnished, whether as principals or agents, any immovable property of the Company;
- (h) To sell, lease, hypothec or otherwise dispose of the whole or any part of the property or assets of the Company
- (i) To act as finance company for its subsidiaries and affiliates within the same group, and for this purpose to borrow, lend and advance moneys and to give and receive credit to and from such Companies in any manner and on such terms as may be considered expedient.
- (j) To borrow or raise money without any limit whatsoever in connection with the Company's business, and secure the payment of such monies borrowed by issue of debentures or in such other manner as the Company may think fit, and for the purpose aforesaid to charge or hypothecate all or any of the Company's property or assets, present and future including its uncalled capital.
- (k) To lend and advance money or give credit to any person or company and to secure, without limit, any debt or obligation of any third party, including, if deemed appropriate, by granting hypothecary or other forms of security over the Company's assets;
- (l) To apply for, promote and obtain any privilege, concession, licence or other authorization or right from any Government or other authority for enabling the Company to carry any of its objects into effect or for any purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.
- (m) To enter into any arrangements with any governmental authority, or other constituted authority, person or Company, and to obtain there from any rights, privileges, contracts, licences and concessions which the Company may think it is desirable to obtain and to carry out, exercise and comply therewith.
- (n) To sell or otherwise dispose of the business, undertaking, assets or property of the Company, or any part thereof, for such consideration of the Company may think fit, and in particular for shares, debentures or securities of any other company.
- (o) To invest in and hold accounts with any financial institution, stocks, shares or other negotiable instrument and turn same to the account of the Company.
- (p) To distribute among the members in specie, any property of the Company or any proceeds of sale, disposal or realization of the property of the Company.
- (q) To provide and carry on any other services or business within the scope of the present objects which can be advantageously carried on by the Company in connection with or as ancillary to the general business of the Company as above described and to do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.

The exercise by the Company of the foregoing objects and powers is subject to such prohibitions and restrictions as are provided by and under the mandatory provisions of any law in force for the time being.

Nothing in the foregoing shall be construed as empowering or enabling the Company to carry out any activity or service which requires a licence or other authority under any law in force in

Malta without such licence or other appropriate authority from the relevant competent authority and the provisions of Article 77(3) of the Companies Act, 1995 shall apply.

The foregoing objects shall be construed consistently with and subject to the provisions of the Companies Act, 1995.

5. POWERS OF THE COMPANY

In attaining its objects, the Company shall have the power to:

- (a) To procure the Company to be registered or recognised in any part of the world outside Malta.
- (b) To hold and operate any bank accounts with any local or foreign bank and to hold any such investments through such institutions that are conducive to attaining any of the aforementioned objects.
- (c) To apply for, promote and obtain any privilege, concession, licence or other authorisation or right of any government or other authority for enabling the Company to carry any of its objects into effect or for any purpose which may seem expedient, and, oppose any proceedings or applications which the Company may think desirable to obtain and to carry out, exercise or comply therewith.
- (d) To take any such action as may be required in pursuance of the activity engaged in by the Company or in order to protect the interests of the Company in its relations with third parties.
- (e) To pay for any Rights or property acquired by the Company and to remunerate any person or company whether by cash settlement or by allotment of shares, debentures or other securities of the Company credited as paid up in full or otherwise as may be thought expedient.
- (f) To pay all expenses incurred in connection with the promotion, formation and registration of the Company, or the issue of its capital including brokerage and commissions for obtaining applications for, or taking, placing, “debentures or other securities of the Company”.
- (g) To appoint agents of the Company in any part of the world.
- (h) To subcontract any of its work, engagements, contracts or instructions.
- (i) To enter into any partnership, joint venture or into any agreement or arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any transaction or business which is similar to the business of the Company and which the Company is authorised to carry on or engage in and to take or otherwise acquire and hold Shares or stocks in or securities of any such company and to subsidise or otherwise assist any such person or company.
- (j) To borrow without any limit in connection with the Company’s business, and to secure the repayment of such monies borrowed or any other obligation by granting

hypothecary or other forms of security over any movable or immovable property of the Company.

- (k) To procure from any person, Company, Bank or similar institution, the granting of any guarantee, privilege, charge or other security to secure and guarantee in favour of third parties any obligation undertaken by the Company or its subsidiaries or associates.
- (l) To establish, acquire, conduct, improve, develop, purchase, take on lease, maintain and operate offices, buildings, garages, warehouses and other accommodation or facilities for and in connection with the Company's business.
- (m) To purchase, take by title of lease, or otherwise acquire any immovable or movable property which the Company may deem necessary or convenient for its business.
- (n) To sell, lease, hypothec or otherwise dispose of the whole or any part of the property of the Company.
- (o) To invest, lend and deal with moneys of the Company, not immediately required, in such investments, or upon such securities, including personal security other than the Shares of the Company, or without security and in such manner as may from time to time be determined.
- (p) To raise or borrow money from time to time, without limitations, in such manner as the Company may think fit and in particular by the issue of debentures or other rights and to secure the repayment of any money borrowed or raised and interest thereon as may be considered fit, including hypothecation, charge or lien upon the whole or any part of the Company's property and assets; and also by a similar hypothecation, charge or lien, to secure and guarantee the performance of any debt, liability or obligation of the Company or any other party.
- (q) To lend and advance money or give credit to such persons and on such terms as may seem expedient to the Company, only for the purpose of and in relation to, the business of the Company.
- (r) To sell, improve, manage, develop, lease, mortgage, dispose of or otherwise deal with all or any part of the property and rights of or under the control or subject to any right in favour of the Company.
- (s) To sell the undertaking, property and rights of the Company or any part thereof, for such consideration as the Company may think fit and in particular for cash, Shares, stocks, debentures, debenture stock, securities or property of any other company constituted or to be constituted whether or not having objects similar or in part similar to those of the Company.
- (t) To guarantee the payment of any moneys by, or the performance of any contracts, liabilities, obligations or engagements of any associated company or any other company or any person with or to any other company or person and to become liable or responsible for money and to undertake obligations of every kind and description upon such terms as may from time to time be in the interest of the Company.

- (u) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, cheques, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (v) To enter into any arrangements with any governments or authorities, municipal, local or otherwise in any part of the world, and to obtain from any such government or authority all rights, concessions and privileges that may seem conducive to the Company's objects or any of them.
- (w) To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with or enter into any arrangement for sharing profits, or for co-operation or for mutual assistance with any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any Shares, debentures or debenture stock or securities so received.
- (x) To employ any number of workers for the purposes for which the Company is established and to remunerate any person, firm or company rendering services to this Company, whether by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise.
- (y) To grant pensions, allowances, gratuities and bonuses to the Officers, ex-Officers, employees or ex-employees of the Company or the dependants or connections of such persons.

6. LIMITED LIABILITY

The liability of the Company's members is limited to the amount, if any, unpaid on the shares respectively held by them.

7. CAPITAL

- (a) The authorised share capital of the Company is £20,010,179 divided into 20,010,179 shares of £1.00 each.
- (b) The issued share capital of the Company is £20,010,179 divided into 20,000,000 shares of £1.00, each fully paid-up and 10,179 shares of £1.00, each 25% paid up.

8. SUBSCRIBERS

Subscriber's details	Number of shares	Type of shares	Share capital held
R&Q Central Services (Registration no: 4179375) 71, Fenchurch Street London, EC 3M 5JT United Kingdom	10,179 of £1.00 each	Ordinary	25% paid up
Randall & Quilter II Holdings Limited (Registration No: 7659577) 71, Fenchurch Street London, EC 3M 5JT United Kingdom	20,000,000 of £1.00 each	Ordinary	Fully paid up

9. DIRECTORS

(a) The administration and management of the Company shall be vested in a Board of Directors consisting of not less than three (3) and not more than six (6) Directors who shall be appointed in accordance with the Articles of Association of the Company.

(b) The Directors of the Company are:

- i. Mark Andrew Langridge (British Passport No. 720041893)
Orchard House,
Shoreham Road, Otford,
Kent TN14 5RL,
United Kingdom
- ii. Kenneth Edward Randall (British Passport No. 99109660)
Hoath Farm,
Bekesbourne Lane Bridge,
Canterbury CT3 4AB,
United Kingdom
- iii. Michael Logan Glover (British Passport No. 99170872)
Flat 14, Icon Apartments,
15 Cluny Place,
London SE1 4QS,
United Kingdom
- iv. Martin Scicluna (Identity Card No. 0814657(M))
Swan Lake,

Triq il-Mithna,
Lija LJA 1805,
Malta

10. LEGAL REPRESENTATION

The legal and judicial representation of the Company shall be vested in any one (1) Director.

Any Power of Attorney issued by the Company shall be executed by any two (2) directors or any person authorised by the Board of Directors for this purpose and such power of attorney shall be considered as executed by the Company.

Notwithstanding the above and in addition to the aforesaid, the Board of Directors may from time to time appoint any one or more director/s and/or any person or persons to represent the Company for a specific purpose or in a specific case or cases or classes of cases.

11. COMPANY SECRETARY

The Secretary of the Company shall be GANADO Services Limited (Company Registration no: C10785) having registered address at 171, Old Bakery Street, Valletta, VLT 1455, Malta.

.....
Name:
For and on behalf of
R&Q Central Services
Shareholder

.....
Name:
For and on behalf of
Randall & Quilter II Holdings Limited
Shareholder

ARTICLES OF ASSOCIATION
OF
R&Q ALPHA INSURANCE COMPANY SE

1. The following regulations shall be the sole Articles of Association of the Company, and Part I of the First Schedule of the Act shall not apply to the Company.

INTERPRETATION

2. In these Articles unless there is something in the subject or context inconsistent therewith:
 - (a) “**Act**” means the Companies Act (Chapter 386 of the Laws of Malta), as amended from time to time;
 - (b) “**Articles**” means these Articles of Association;
 - (c) “**Board**” means the Board of Directors of the Company;
 - (d) “**Company**” means this company;
 - (e) “**Debt Securities**” means debentures, including, debenture stock, loan stock, bonds and other securities issued by the Company that create or otherwise acknowledge indebtedness, excluding such securities that are issued as debt securities but have an option or right to be converted into the share capital of the Company;
 - (f) “**Directors**” means the directors of the Company from time to time;
 - (g) “**Electronic Means**” any means of electronic equipment for the processing (including digital compression), storage and transmission of data, employing wires, radio, optical technologies, or any other electromagnetic means.
 - (h) “**Equity Securities**” means Shares of whatever class or any other securities or instruments (including but not limited to warrants or options in relation to Shares), that can be converted or exchanged into, or which carry the right to subscribe for, Share/s of whatever class;
 - (i) “**Malta**” has the same meaning as assigned to it by the Constitution of Malta;
 - (j) “**Member**” means a registered holder of Shares;
 - (k) “**Office**” means the registered office of the Company;
 - (l) “**Person**” means any person whether natural, corporate, or unincorporate, that may according to law be the subject of rights and obligations;
 - (m) “**Record Date**” means the day falling thirty (30) days immediately preceding the date set for the general meeting to which it relates;

- (n) **“Register of Members”** means the register of Members kept by the Company pursuant to article 123 of the Act;
- (o) **“Register of Debentures”** means the register of debentures kept by the Company pursuant to article 124 of the Act;
- (p) **“Regulation”** means Council Regulation (EC) No 2157/2001 of 8 October 2001 on the Statute for a European Company (SE);
- (q) **“Secretary”** means the company secretary of the Company;
- (r) **“Securities”** means Debt Securities and/or Equity Securities, as appropriate;
- (s) **“Share/s”** means issued shares in the Company of whatever class; and
- (t) **“Share Option Register”** means the register of the holders of share options that upon exercise, entitle the holders to subscribe for Shares.

SHARE CAPITAL AND RIGHTS

3. Without prejudice to any special rights previously conferred on the holders of any of the existing Shares or class thereof, any Share may be issued with such preferred, deferred, or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time determine.
4. (a) Subject to the provisions of article 85 of the Companies Act, the Company in general meeting may authorize by ordinary resolution the board of directors to issue Equity Securities up to the value of the Company’s authorised share-capital
- (b) Subject to the provisions of Article 4(a) above, all shares from time to time unissued shall be at the disposal of the Directors and they may offer, allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms as they think proper.
- (c) The foregoing authorisation is valid for five (5) years (from registration of these Articles with the Registry of Companies) and the Company may in general meeting by ordinary resolution renew this permission for further maximum periods of five (5) years each.
5. Subject to the provisions of article 115 of the Act any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company, before the issue, may by extraordinary resolution determine.
6. Unless otherwise provided in the terms of issue of preference shares, on any resolution where preference shareholders are entitled to vote, each preference share shall carry one (1) vote.

7. A holder of a share option shall not be entitled, before the exercise of the option, to any voting rights or other rights whatsoever except for the rights expressed in the relative agreement or terms of issue. In particular, no dividends shall be payable or accrue in respect of any share option agreement unless and until the option is exercised.
8. If at any time the share capital is divided into different classes of Shares, any Shares may be converted from one class into another or the rights attached to any class (unless otherwise provided by the terms of the issue of the Shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of seventy-five percent (75%) of the issued Shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the Shares of the class. To every such separate general meeting the provisions of these regulations relating to general meetings shall apply.
9. Unless otherwise provided in the terms and conditions of issue thereof or unless otherwise stated in these Articles, all Shares of the Company shall be freely transferable.
10. The Company may exercise the power of paying commissions or of making discounts or allowances provided it complies with the requirements of article 113 of the Act. Such commission/s may be satisfied by the payment of cash or the allotment of Shares, whether partly or fully paid up, or a combination of both.
11. In respect of a Share held jointly by several persons the name of only one (1) person shall be entered in the Register of Members. Such person shall be nominated by the joint holders and shall for all intents and purposes be deemed, vis-à-vis the Company, to be the registered holder of the Share so held. In the event that the joint holders fail to nominate such a person, then the name of the first person of the joint holders shall for all intents and purposes be deemed, vis-à-vis the Company, to be the registered holder of the Share so held.
12. In respect of Shares held subject to usufruct, the names of the bare owner and the usufructuary shall be entered in the Register of Members. The usufructuary shall for all intents and purposes be deemed vis-à-vis the Company to be the registered holder of the Shares so held and shall be entitled to all the rights and advantages conferred by membership of the Company, including the right to receive dividends and to attend and to vote at meetings of the Company but shall not have the right to dispose of the Shares so held without the consent of the bare owner. In the event that there is more than one (1) usufructuary, the provisions of the preceding Article shall apply *mutatis mutandis*.
13. The Directors shall not be bound by or required to recognise, even when they have notice thereof, any trust, nominee, equitable, contingent, future or particular representative interest, in any Equity Security or Debt Security of the Company, other than an absolute right to the entirety thereof in the registered holder.
14. Subject to article 88 of the Act, the Company in issuing and allotting new Equity Securities:
 - (a) shall not allot any Equity Securities on any terms to any person unless an offer has first been made to each existing Member to allot to him at least on the

same terms, a proportion of those securities which is as nearly as practicable equal to the proportion in nominal value held by him of the aggregate of the Shares, provided that where the issued share capital of the Company is divided into several classes of shares carrying different rights with regard to voting, participation in distributions or sharing in assets in the event of a winding-up, any new Equity Securities to be issued in only one of these classes should first be offered to existing Members of the that class and then to the other Members of the other classes; and

- (b) shall not allot any of those securities so offered to any non-Members prior to the expiration of any period of offer made to existing Members in terms of Article 14(a) or prior to a negative or positive reply from all such Members in respect of such offer.

Any such Equity Securities not subscribed for by the existing Members in terms of their pre-emption rights may be offered for subscription to any person/s under the same or other conditions which however cannot be more favourable than an offer made under Article 14(a);

Notwithstanding the foregoing, any right of pre-emption referred to in this Article 14 may be restricted or withdrawn by (i) an extraordinary resolution of the general meeting or (ii) the Board, provided that the Board is authorised to issue Equity Securities in accordance with article 85 of the Act and for so long as the Board remains so authorised.

- 15. Article 14 shall not apply to a particular allotment of Equity Securities if these are, or are to be, wholly or partly paid up otherwise than in cash.
- 16. Without prejudice to the provisions of Article 43, a Member shall have the right to assign in favour of third parties the right competent to him to accept an offer made to him pursuant to the provisions of Article 14. Any assignee of such a right shall for the purposes of this Article be considered as an existing Member in accepting an offer made in terms of Article 14.
- 17. The Company is authorised to acquire its own Shares in terms of articles 101 and 102 of the Act.

CERTIFICATES

- 18. Every person whose name is entered as a Member in the Register of Members shall be entitled to receive, free of payment, within two months after allotment or lodgement of a transfer duly stamped, or within such other period as the terms and conditions of issue may provide, a certificate for all his Shares in a particular class, or several certificates, each for one (1) or more Shares upon payment of a consideration as the Directors shall from time to time reasonably determine.
- 19. In the event of a Member transferring part of the Shares represented by the same Share certificate in his name, a new certificate in respect of the balance thereof shall be issued in his name without payment. In the event of joint holders, the Company shall not be bound to issue more than one (1) certificate, and delivery of one (1) certificate for a Share to any one (1) of the several joint holders thereof shall be sufficient delivery to all. Every certificate shall be signed by the Secretary or some

other person nominated by the Directors for the purpose and shall specify and denote the number of Shares, and class, if any, to which it relates and the nominal value thereof.

20. The provisions of Article 19 shall *mutatis mutandis* apply to certificates required to be issued by the Act or other applicable law in connection with other securities issued by the Company.
21. In the event that any certificate shall be worn out, defaced, destroyed or lost, it may be renewed on such evidence being produced and such indemnity (if any) being given as the Directors shall require, and in the case of wearing out, or defacement, or change of address of the Member, on delivery of the old Share certificate, and in the case of destruction or loss, on the execution of such indemnity as is considered necessary, if at all by the Directors, and in any case upon the payment of a consideration as the Directors shall from time to time reasonably determine.
22. In case of destruction or loss, the person to whom such renewed certificate is given shall also bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity.

CALLS ON SHARES

23. The Directors may from time to time make calls upon the Members in respect of any monies unpaid on their Shares (whether on account of their nominal value or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall be payable at less than one (1) month from the date fixed for the payment of the last preceding call, and each Member shall (subject to receiving at least fourteen (14) days' notice specifying the time or times and place of payment) pay to the Company, at the time or times and place so specified, the amount called on his Shares. A call may be made, revoked or postponed as the Directors may determine.
24. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed and may be required to be paid by instalments.
25. The joint holders of a Share shall be jointly and severally liable for the payment of calls on their Shares.
26. If a sum called in respect of a Share is not paid before or on the date appointed for the payment thereof, the person from whom the sum called is still due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at such rate, not exceeding the maximum rate allowed by law, as the Directors may from time to time determine. The Directors may however be at liberty to waive, whether in whole or in part, the payment of such interest.
27. Any sum which by the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the Share or by way of premium, shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non-payment, all the relevant provisions of these regulations

as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

28. The Directors may differentiate between the Members as to the amount of calls to be paid and the times of payment.
29. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any Shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become payable) pay interest at such annual rate not exceeding the maximum rate allowed by law, as may be agreed upon between the Directors and the Member paying such sum in advance.
30. The entitlement to receive any dividend and/or the right to exercise any privilege as a Member, including the right to vote at general meetings, shall be suspended until the Member shall have paid all calls for the time being due and payable on every Share held by him, together with interests and expenses, if any.

TRANSFER AND TRANSMISSION OF SECURITIES

31. Any Equity Security or Debt Security may be transferred by an instrument in writing in any form that is accepted by the Directors (together with such evidence as the Directors may reasonably require as evidence of the right of the transferor to make the transfer, and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do), which instrument of transfer shall be executed by or on behalf of the transferor and the transferee, and the transferor shall be deemed to remain a holder of the Equity Security or Debt Security until the name of the transferee is entered in the Register of Members or the Register of Debentures, as applicable, in respect thereof. In no case may a part of a Share constitute the object of a transfer or transmission. The instrument of transfer must be delivered to the Company at the Registered Office or at such other place as the Board may from time to time determine for registration purposes and, in respect of a transfer of Shares, must be accompanied by the Share certificates of the Shares to which it relates.
32. In the case of a Equity Security, the Directors may decline to recognise any instrument of transfer and refuse to register the transfer if:
 - (a) duty in terms of the Duty on Documents and Transfers Act, 1993 (Chapter 364 of the Laws of Malta), if applicable, has not been paid in relation to the instrument of transfer;
 - (b) the instrument of transfer is not left at the Office or at such other place as the Directors may from time to time determine for registration purposes or is not accompanied by the Share certificates of the Shares to which it relates and/or such other evidence as the Directors may reasonably require as evidence of the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); or
 - (c) the instrument of transfer is not in respect of only one (1) class of Shares; or

- (d) the instrument of transfer is in respect of Shares pledged in terms of a pledge agreement duly notified to the Company and the instrument of transfer is not accompanied by the pledgee's consent to the transfer; or
- (e) the instrument of transfer is in respect of Shares the transfer of which has been prohibited by law or by an order of the court.

If the Directors refuse to register a transfer, they shall within two (2) months of the date on which the transfer is lodged with the Company, send to the transferee notice of the refusal and except in the case of fraud, return to him the instrument of transfer. The Company may retain any instrument of transfer or a notarised copy thereof that is duly registered.

- 33. The registration of transfers of the Company's securities may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any one (1) calendar year.
- 34. In the case of the death of a Member, his Shares shall devolve upon his successors by will or by operation of law, as the case may be, but nothing herein contained shall release the person or persons to whom the Shares shall devolve, whether sole or joint, from any liability in respect of any Share solely or jointly held by him/them.
- 35. Any person becoming entitled to a Share in consequence of the death of a Member shall, upon producing satisfactory evidence of his title as the Directors may from time to time require, have the right to be registered himself as the holder of the Share or to make such transfer thereof as the deceased Member would have himself been entitled.
- 36. Where, in the case referred to in the preceding Article, a person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he elects to have another person registered he shall testify his election by executing to that person a transfer of the Share. All the provisions relating to the transfer of Shares in these Articles shall be applicable to such transfer.

PROVIDED that the Directors, in the case of Shares other than Listed Equity Securities, may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Share, and if the notice is not complied with within ninety (90) days, the Directors may thereafter withhold payments of all dividends, bonuses or other moneys payable in respect of the Share until the requirements of the notice have been complied with.

- 37. A person becoming entitled to a Share by reason of the death of the holder shall be entitled to the same dividends and other rights and advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not before being registered as a Member in respect of the Share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.
- 38. Notwithstanding any other provision of these Articles, except by way of transmission *causa mortis*, any share options granted under share option schemes to the holders of

such options are not in any way transferable and can only be exercised by the holders to whom they were originally issued.

FORFEITURE OR SURRENDER OF SHARES

39. If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any call or part thereof remains unpaid, require payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued thereon, by means of a notice which shall also name a further day (not earlier than the expiration of fourteen (14) days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed, the Shares in respect of which the call was made will be liable to forfeiture.
40. If the requirements of such notice as aforesaid are not complied with, any Share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect, or otherwise be surrendered in favour of the Company by the *Member to whom the said notice is addressed, if the Directors accept such surrender*. The Member shall however retain the right to all dividends declared before the call was made and which have not been paid.
41. When any Share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the Share or to the person entitled to the Share by transmission, as the case may be, and an entry of such notice having been given and of the forfeiture with the date thereof, shall forthwith be made in the Register of Members relating to the Share; but the provisions of this Article are for guidance only and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
42. A forfeited or surrendered Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and the Company may receive the consideration, if any, given for the Share on any sale or disposal thereof and may execute a transfer in favour of the person to whom the Share is sold or disposed of, who shall thereupon be registered as a holder of the Share. At any time before a sale or disposal, the forfeiture or surrender may be cancelled on such terms as the Directors may deem fit.

PROVIDED that while forfeited or surrendered Shares remain with, or under the control of, the Company they shall carry no voting rights, and shall be subject to the provisions of article 109 of the Act.

43. A person whose Shares have been forfeited or surrendered shall cease to be a Member in respect of the forfeited or surrendered Shares, but shall, notwithstanding, remain liable to pay to the Company all the moneys, which, at the date of the forfeiture, were due and payable by him to the Company in respect of the Shares. His liability shall however cease if and when the Company shall have received payment in full of all such moneys in respect of the Shares.

ALTERATION OF SHARE CAPITAL

44. The Company may by extraordinary resolution:

- (a) increase its authorised share capital by such amount as the resolution prescribes;
- (b) consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares;
- (c) subject to the provisions of these Articles, sub-divide its Shares, or any of them, into Shares of smaller amount and the resolution may determine that, as between the Shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others;
- (d) cancel Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount to its Share capital by the amount of the Shares so cancelled; and/or
- (e) reduce its Share capital, so long as this is superior to the minimum prescribed by law, any capital redemption reserve and any share premium account.

PLEDGING OF SECURITIES

45. (a) Subject to the provisions of the Act and to the applicable terms of issue, any Equity Securities and/or Debt Securities of the Company may be pledged by the registered holder thereof in favour of any person as security for any obligation; provided that any terms of issue of Securities may provide that the securities issued pursuant thereto may not be the subject of a pledge.
- (b) Upon the Company being notified of such a pledge agreement, the Company shall record that fact in the relevant register, and the Company shall recognise all rights validly granted to any third parties and shall act according to and consistently with the terms of such agreement in all matters.
- (c) In the case of a pledge of Shares, in so far as and to the extent that such a pledge agreement validly vests third parties with rights pertaining to the Shares normally exercisable by the Members, such rights shall be exercisable by the third parties as though they were the Members to the exclusion of the registered Member or Members.

REGISTERS

46. Any register for Securities shall be kept at the Office. Any register may be kept on magnetic tape or in accordance with some other appropriate mechanical or electronic system, provided that legible evidence can be produced therefrom to satisfy the requirements of the applicable law and of these Articles.
47. The Company shall keep a Share Option Register and shall enter therein the following particulars:
- (a) the fact of the issue of a share option;

- (b) the names and addresses of the holders of share options;
- (c) a statement of the number of Shares to which the holders of the share options are entitled; and
- (d) the date of the issue and of the expiry of the share option.

Provided that when the holder of a share option validly exercises his rights and subscribes for Shares, the Company shall make the relative adjustments to the Share Option Register and the Register of Members, respectively.

GENERAL MEETINGS

- 48. Subject to the provisions of the Act, the annual general meetings of the Company shall be held at such time and place as the Directors shall appoint.
- 49. All general meetings other than annual general meetings shall be extraordinary general meetings.
- 50. The Directors may convene an extraordinary general meeting whenever they think fit. Extraordinary general meetings may also be convened on such requisition, or in default, may be convened by such requisitionists as provided by article 129 of the Act. If at any time there are not sufficient Directors capable of acting to form a quorum, any Director, or any two Members of the Company, may convene an extraordinary general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

- 51. A general meeting of the Company shall be called by fourteen (14) days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business the general nature of that business, and shall be given, in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the Articles of the Company entitled to receive such notices from the Company:

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed by all the Members entitled to attend and vote thereat.

- 52. A notice convening a general meeting shall specify the meeting as such and a notice convening a meeting to pass an extraordinary resolution shall specify the intention to propose the text of the resolution as an extraordinary resolution and the principal purpose thereof.

Provided that a meeting of the Company shall notwithstanding that it is called by shorter notice than that specified in the Articles be deemed to have been duly convened if it is so agreed by all the Members entitled to attend and vote thereat.

53. The accidental omission to give notice of a meeting to, or to non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
54. One or more Members who together hold at least 10% of the Company's issued share capital shall have the right to request that one or more additional items be put on the agenda of any general meeting of the Company. Any such request shall be accompanied by a justification or a draft resolution to be adopted at the general meeting.

PROVIDED that such a request must be submitted to the Company in hard copy form or in electronic form at least forty six (46) days before the date set for the general meeting to which it relates. The Company shall not be obliged to entertain any requests by shareholders after the lapse of the said time-limit.

PROVIDED FURTHER that where the exercise of such right requires a modification of the agenda for the general meeting that has already been circulated to the Members, the Company shall make available a revised agenda sufficiently in advance of the date of the general meeting so as to enable the Members to appoint a proxy.

PROCEEDINGS AT GENERAL MEETINGS

55. All business shall be deemed special that is transacted at an extraordinary general meeting, and also that is transacted at an annual general meeting with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and the auditors, the appointment or election of Directors, the appointment of auditors and the fixing of the remuneration of Directors and the auditors.
56. No business shall be transacted at any general meeting unless a quorum of Members is present, in person or by proxy, at the time when the meeting proceeds to business. Save as herein otherwise provided a Member or Members, present in person or by proxy, entitled to attend and vote at the meeting and holding in aggregate not less than fifty-one percent (51%) of the paid up voting share capital of the Company shall constitute a quorum.
57. If a quorum is not present within half an hour from the time appointed for the commencement of a general meeting, the general meeting shall stand adjourned to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not yet present within half an hour from the time appointed for the meeting, the Members present shall constitute a quorum. The adjourned meeting may be convened by shorter notice than that required by Article 51, provided that the first meeting was duly convened, that no business shall be transacted at any adjourned meeting except such business as shall have been specified in the agenda for the original convocation of the meeting, and that the Company provides at least ten (10) days' notice of the adjourned meeting, which notice shall state that Members present as aforesaid for the adjourned meeting shall form a quorum.
58. The Chairman of the Board shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he shall not be present within twenty

(20) minutes from the time appointed for the commencement of the meeting, or is unwilling to act, the Deputy Chairman shall act as Chairman of the meeting. If the Deputy Chairman is not present at the meeting or is unwilling to act, the Directors present shall elect one (1) of their number, to be chairman of the meeting.

59. If at any meeting no Director is willing to act as chairman or if no Director is present within thirty (30) minutes after the time appointed for the commencement of the meeting, the Members shall choose one (1) of their number to be chairman of the meeting.
60. At the commencement of any general meeting, whether annual or extraordinary, the Chairman may set out to the meeting the procedure which shall be adopted for the proceedings of that meeting. Such procedure shall be binding on the meeting.
61. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unattended or unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
62. At any general meeting a resolution put to a vote shall be determined and decided by a show of hands, unless a poll is demanded, before or on the declaration of the result of a show of hands, by:
 - (a) the Chairman; or
 - (b) by at least three (3) Members present in person or by proxy; or
 - (c) any Member or Members present in person or by proxy and representing in the aggregate not less than ten percent (10%) of the total voting power of all Members having the right to vote at that meeting; or
 - (d) a Member or Members present in person or by proxy holding Shares in the Company conferring a right to vote at the meeting, being Shares on which an aggregate sum has been paid up equal to not less than ten percent (10%) of the total sum paid up on all the Shares conferring that right.

Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minute book is made, it shall be conclusive evidence of the fact without need for the proof of the number or proportion of the votes recorded in favour of or against such resolution; provided that where a resolution requires a particular majority in value, the resolution shall not be deemed to have been passed on a show of hands by the required majority unless there be present at that meeting whether in person or by proxy, a number of Members holding in the aggregate the required majority as aforesaid.

63. The demand for a poll may be withdrawn.
64. Except in the case where a poll is demanded on the election of a Chairman or on a question of adjournment, if a poll is duly demanded it shall be taken in such manner

as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was taken.

65. In the case of equality of votes the chairman of the meeting shall have a second or casting vote.
66. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that for which a poll has been demanded may proceed pending the taking of the poll.
67. A Member's right to vote may be exercised by a Member in person or by proxy. Subject to any rights or restrictions attaching to any class or classes of Shares, on a show of hands a Member present in person or by proxy shall have one (1) vote independently of the number of Shares held or represented. On poll a Member present in person shall have one (1) vote for every Share of which he is the registered holder, while a proxy shall have one (1) vote for each Share for which he holds a valid proxy form.
68. Any person acting as a proxy holder may hold a proxy from more than one (1) Member without limitation as to the number of Members so represented. Where a proxy holder holds proxies from several Members, he may cast votes for a certain Member differently from votes cast for another Member. In the case of voting by a show of hands, a proxy who has been mandated by several Members and instructed to vote by some Members in favour of a resolution and by others against the same resolution, shall have one (1) vote for and one (1) vote against the resolution.
69. The Company may allow Members to participate in the general meeting by Electronic Means, including through any or all of the following forms of participation: (a) real-time transmission of the general meeting; (b) real-time two-way communication enabling Members to address the general meeting from a remote location; and (c) a mechanism for casting votes, whether before or during the general meeting, without the need to appoint a proxy holder who is physically present at the meeting.
70. The use of Electronic Means pursuant to Article 79 may be made subject only to such requirements and constraints as are necessary to ensure the identification of Members and the security of the electronic communication and only to the extent that they are proportionate to the achievement of those objectives, and all Members must be informed of any such requirements or constraints that the Company puts in place.
71. No Member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of his Shares have been paid.
72. No objection shall be raised to the qualifications of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

73. Every Member shall have the right to ask questions which are pertinent and related to items on the agenda of a general meeting and to have such questions answered by the Directors or such person as the Directors may delegate for that purpose subject to any reasonable measures that the Company may take to ensure the identification of the Member. This right shall also be enjoyed by a proxy holder appointed by the Member. The Company may provide one (1) overall answer to questions having the same content. An answer to a question shall not be required where:
- (a) to give an answer would interfere unduly with the preparation for the meeting, involve the disclosure of confidential information or cause prejudice to the business interests of the Company;
 - (b) the answer has already been given on the Company's website in the form of an answer to a question;
 - (c) it is not in the interests of good order of the meeting that the question be answered; or
 - (d) the Company is unable to provide an immediate reply, provided that such reply is subsequently posted on the website of the Company.
74. Every person entered into the Register of Members as at the Record Date shall be entitled to appoint one (1) person to act as proxy holder to attend and vote at a general meeting instead of him. The proxy holder shall enjoy the same rights to speak and ask questions in the general meeting as those to which the member thus represented would be entitled.
75. A proxy holder shall not transfer his proxy to another person. Where, however, a proxy holder is a legal person, it may exercise the powers conferred upon it through a duly appointed corporate representative.
76. The appointment of a proxy shall be by an instrument in the following form or in a form as near thereto as circumstances permit:

R&Q ALPHA INSURANCE COMPANY SE

*I/We.....of
 residing at
 being a member/members of the above-named company, hereby appoint
 of or failing him/her
 of as my/our proxy to vote
 for me/us on my/our behalf at the (annual or extraordinary, as the case may
 be) general meeting of the company, to be held on the day of
,, and at any adjournment thereof.*

Signed this day of,

This form is to be used in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he/she thinks fit.*

** (strike out whichever is not desired)*

77. Without prejudice to the provisions of Article 14 of these Articles, where a Member holds Shares for and on behalf of third parties, such Member is entitled to grant a proxy to each such third party or other persons designated by the third party, and the instrument appointing the proxies shall, in order to permit votes attaching to Shares to be cast differently than others, be in the following form or in a form as near thereto as circumstances permit:

R&Q ALPHA INSURANCE COMPANY SE

*I/We
of
residing at
being a member/members of the above-named company, hereby appoint:*

*(a) of in respect of
..... shares out of shares or
failing him/her of as
my/our proxy to vote for me/us on my/our behalf at the (annual or
extraordinary, as the case may be) general meeting of the company, to be held
on the day of, and at any
adjournment thereof.*

Signed this day of,

This form is to be used in favour of/against the resolution. Unless otherwise
instructed, the proxy will vote as he/she thinks fit.*

** (strike out whichever is not desired)*

*(b) of in respect of
..... shares out of shares or
failing him/her of as
my/our proxy to vote for me/us on my/our behalf at the (annual or
extraordinary, as the case may be) general meeting of the company, to be held
on the day of, and at any
adjournment thereof.*

Signed this day of,

This form is to be used in favour of/against the resolution. Unless otherwise
instructed, the proxy will vote as he/she thinks fit.*

** (strike out whichever is not desired)*

78. Such instrument of proxy shall be in writing under the hand of the appointer or his attorney, duly authorised in writing, or if such appointment is by a government or corporation, under its common seal or under the hand of some officer duly authorised in its behalf, but any Member may appoint a proxy by written instrument, including by facsimile or electronic mail. The instrument appointing a proxy may contain a direction to the proxy to vote for or against a particular resolution or resolutions but unless such a direction be given the proxy may vote as he thinks fit; and an

instrument appointing a proxy shall be deemed to include the power to demand, join or concur in demanding a poll on behalf of the appointer.

79. A Member shall also be entitled to:

- (a) appoint a Proxy by written notification or by Electronic Means, to an address or electronic mail address specified by the Company;
- (b) have the electronic notification of such appointment accepted by the Company; and
- (c) have at least one (1) effective method of notification of a Proxy by Electronic Means offered to it by a Company.

80. The instrument appointing a proxy, together with the power of attorney (if any) under which it is signed or a notarially certified copy thereof or the written instrument appointing a proxy pursuant to the last preceding Article shall be respectively deposited or received at the Office at least twenty-four (24) hours before the time appointed for holding the meeting, adjourned meeting or the taking of a poll at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof. The provisions of this and the immediately preceding Article shall apply *mutatis mutandis* to the revocation of the appointment of a proxy.

81. Where a Member specifies in the proxy form how his proxy is to vote, the proxy form itself shall constitute the vote on condition that the appointed proxy attends the meeting or any adjournment thereof.

82. A proxy holder shall vote in accordance with any instructions given by the appointing Member, keep a record of such instructions for at least five years and, confirm, upon a request of the appointing Member, that the voting instructions have been complied with.

83. A proxy holder shall, prior to a general meeting disclose to the Member who appointed him any facts of which he is aware and which may be relevant for that Member in assessing any risk that the proxy holder might pursue any interest other than the interest of such Member including, but not limited to:

- (a) whether he is a controlling Member of the Company, or is another entity controlled by such Member;
- (b) whether he is a Director of the Company, or of a controlling Member or controlled entity referred to in paragraph (a);
- (c) whether he is an employee or an auditor of the Company, or of a controlling Member or controlled entity referred to in in paragraph (a); and
- (d) whether he has a family relationship with a natural person referred to in paragraphs (a) to (c).

ORDINARY AND EXTRAORDINARY RESOLUTIONS

84. An ordinary resolution of the Company in general meeting shall be deemed to have been validly carried if consented to by a Member or Members having the right to attend and vote at such meeting holding in aggregate more than fifty percent (50%) in nominal value of the Shares represented and entitled to vote at such meeting.

85. An extraordinary resolution of the Company in general meeting shall be deemed to have been validly carried if consented to by a Member or Members holding in aggregate not less than seventy-five percent (75%) in nominal value of the Shares represented and entitled to vote at the meeting and at least fifty-one percent (51%) in nominal value of all the Shares conferring that right.

PROVIDED that if only one (1) of the aforesaid majorities is obtained, another meeting shall be convened within thirty (30) days for the purposes of taking a fresh vote on the proposed resolution. At the second meeting, the resolution shall be deemed to have been validly carried if it has been passed by a Member or Members having the right to attend and vote at the meeting holding in the aggregate not less than seventy-five percent (75%) in nominal value of the Shares represented and entitled to vote at the meeting. However, if more than half (in nominal value) of all the Shares having the right to vote at the meeting are represented at that second meeting, a simple majority (in nominal value) of such Shares so represented shall suffice.

86. An extraordinary resolution shall be required for the following:

- (a) any deletion, addition and/or amendment to the Memorandum or Articles of Association of the Company;
- (b) the dissolution of the Company; and
- (c) wherever so required in terms of the Act or these Articles.

VOTING RESULTS

87. Where a poll is taken at a general meeting of the Company and a request is made by a Member for a full account of the poll, the Company shall publish the following information on its website by not later than fifteen (15) days after the day of the general meeting at which the voting result was obtained:

- (a) the date of the meeting;
- (b) the text of the resolution or, as the case may be, a description of the subject matter of the poll;
- (c) the number of Shares for which votes were validly cast;
- (d) the proportion of the Company's issued share capital at the close of business on the day before the meeting represented by those votes;
- (e) the total number of votes validly cast; and

- (f) the number of votes cast in favour of and against each resolution, and, if counted, the number of abstentions.
- 88. Where no Member requests a full account of the voting at a general meeting, it shall be sufficient for the Company to establish the voting results only to the extent necessary to ensure that the required majority is reached for each resolution.
- 89. Where voting on a particular item or resolution is conducted by a show of hands rather than by a poll, it shall not be necessary in the case where a Member requests a full account of the voting at a general meeting for the Company to publish the information required by paragraphs (c) to (f) of Article 94 to and it shall be sufficient for the chairman of the meeting to publish a statement indicating:
 - (a) the total number of Members entitled to vote present at the meeting; and
 - (b) that upon a show of hands at the meeting it appeared that the resolution had either been carried or rejected.

DIRECTORS

- 90. The administration and management of the Company shall be vested in the Board.
- 91. All Directors shall be individuals.
- 92. The Board shall be elected on an individual basis by ordinary resolution in general meeting.
- 93. Directors shall hold office up to six years from the date of their appointment, unless they die, resign or are otherwise removed before the expiration of the said period. Provided that a Director retiring from office due to the expiration of the said six year period shall be eligible for re-election.
- 94. The Company shall give at least fourteen (14) days' notice to Members to nominate candidates for the election of Directors. All nominations proposing a person for election as a Director as well as the latter's acceptance to be nominated as Director must be received by the Company not later than fourteen (14) days after the date of the notice calling for such nominations.
- 95. Every Member shall be entitled to nominate one (1) or more persons to stand for election as Director provided that, where the Company has more than two Members, in order to be nominated each person so nominated must be seconded by one or more Members holding in aggregate at least five percent (5%) in nominal value of the Shares and must accept the nomination in writing.
- 96. In the event that there are as many nominations as there are vacancies or less, no elections will take place and those nominees will automatically be elected as Directors.
- 97. The Board may appoint from its number a Chairman and a Deputy Chairman who shall hold office for a period of one (1) year unless otherwise decided by a simple majority vote of the Board. The Chairman shall not occupy an executive or senior management position at the Company (including the position of Chief Executive

Officer). Upon termination of his appointment, the Chairman (and the Deputy Chairman, if any) shall be eligible for re-appointment.

98. A person shall not be qualified for appointment or hold office as Director if:
- (i) he is interdicted or incapacitated; or
 - (ii) he becomes bankrupt or makes any arrangement or composition with his creditors, generally; or
 - (iii) he has been convicted of any of the crimes affecting public trust or theft or of fraud or of knowingly receiving property obtained by theft or fraud; or
 - (iv) he is generally precluded from doing so under the provisions of the Act or other applicable law.
99. The Company may, in accordance with article 140 of the Act, remove a Director by ordinary resolution taken at a general meeting at any time prior to the expiration of his term of office.
100. Without prejudice to the provisions of the Act, the office of a Director shall *ipso facto* be vacated:
- (a) if, by notice in writing to the Company, he resigns from the office of Director; or
 - (b) if he absents himself from the meetings of the Directors for six (6) consecutive meetings without leave of absence from the Directors and the Directors pass a resolution that he has, by reason of such absence, vacated office; or
 - (c) if he is prohibited by law from being a Director; or
 - (d) if he is removed by ordinary resolution from office pursuant to, or otherwise ceases to be a Director by virtue of, the Act; or
 - (e) if he becomes of unsound mind, or is convicted of any crime punishable by imprisonment, or declared bankrupt during his term of office.

A Director's vacation of office pursuant to this Article shall take effect immediately upon the occurrence of any of the foregoing grounds for vacation. Following such vacation of office a resolution of the Directors declaring a Director to have vacated office as aforesaid shall be conclusive as to the fact and the grounds of vacation stated in the resolution.

101. Any vacancy among the Directors may be filled by the co-option of another person to fill such vacancy to be made by the Board. Any person appointed to fill a causal vacancy shall hold office only until the next annual general meeting and will be eligible for re-appointment.
102. In the event that at any time and for any reason the number of Directors falls below the minimum number established by the Memorandum of Association, notwithstanding the provisions regulating the quorum, the remaining Directors may continue to act notwithstanding any vacancy in their body, provided they shall with all convenient speed, and under no circumstances later than three (3) months from

the date upon which the number of Directors has fallen below the minimum, convene a general meeting for the sole purpose of appointing the Directors.

103. The maximum amount of aggregate emoluments of all Directors in any one (1) financial year, as well as any increase of such emoluments, shall be determined pursuant to an ordinary resolution passed by the Company at a general meeting for which notice of the proposed aggregate emoluments or any increase thereto has been duly given to Members.
104. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board or any committee of the Board or general meetings of the Company or in connection with the business of the Company. Such expenses shall not be deemed to form part of the Directors' emoluments.
105. Any remuneration paid to any Director by virtue of his holding a salaried office with the Company (whether permanent, temporary, direct or on secondment) shall not be deemed to form part of such Director's emoluments.
106. If any Director, being willing, shall be called upon to sit on any committee or working group of the Company or to perform other services related to the operations of the Company but which fall outside the scope of the ordinary duties of a Director, the Company may remunerate such Director, as may be determined by the Board, in addition to or in substitution of his remuneration as Director, provided such payments fall within the limit of aggregate emoluments of Directors established by the general meeting pursuant to these Articles.
107. The Directors may hold such other office with the Company apart from the office of director, and be remunerated for that office, as the Board may from time to time determine.
108. A Director shall not be required to have a shareholding qualification and a Director shall be entitled to attend and speak at general meetings of the Company, but shall not be entitled to vote thereat other than in his capacity as a Member, if applicable.

POWERS AND DUTIES OF DIRECTORS

109. The business of the Company shall be managed by or under the direction of the Directors who may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Act or by the Memorandum and Articles required to be exercised or done by a special quorum of Directors or the Company in general meeting. In so acting, the Directors shall in all cases conform to the provisions of the Act, the Memorandum, these Articles, the Regulations and to such regulations as may from time to time be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall operate retrospectively to invalidate any previous act of the Directors. The Directors may from time to time provide for the management of the affairs of the Company in Malta or elsewhere in such manner as they shall think fit, and the provisions contained in these Articles shall be without prejudice to the general powers conferred by this Article.

110. The Directors shall have the power to appoint any person to be the attorney of the Company, approved by the MFSA for such purposes, for such purposes and with such powers, authorities and discretions (not exceeding those vested in them) and for such periods and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may deem fit, and may also authorise any such attorney to delegate all or any of his powers, authorities, and discretions vested in him.
111. Without prejudice to the other provisions of these Articles, the Directors may, upon such terms and conditions and with such restrictions as they may think fit (subject to any applicable law), delegate certain powers, authorities and discretions to the Chairman, the Deputy Chairman, a Managing Director, a Chief Executive Officer, an executive committee, an audit committee, any member of management, or to any other committee of the Board composed either of Directors or of other persons appointed by them, to deal with any matter which the Directors may deem fit.
112. The Directors may entrust to and confer upon the Chairman, Deputy Chairman, Managing Director, Chief Executive Officer and executive committee any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers may from time to time revoke, withdraw, alter or vary all or any of such powers.
113. The Directors may, from time to time, appoint one (1) or more of their body to the office of Managing Director or Chief Executive Officer for such period and on such terms as they think fit, and may revoke such appointment. Any such appointment shall be automatically terminated if he ceases for any cause to be a Director.
114. The Directors shall appoint the Chief Executive Officer of the Company who shall be responsible for the overall executive management of the Company, including the recruitment and appointment of the Company's senior executive management (provided that the Board shall remain actively involved in the senior executive management appointment process). The Board shall delegate and entrust to the Chief Executive Officer such powers and authorities as are necessary for him to full his mandate.
115. A Managing Director shall receive such salaried office remuneration as the Directors may from time to time determine.
116. A Director who is in any way, whether directly or indirectly, interested in a contract or arrangement which is being put or about to be discussed by the Board of Directors or which is being put or may be entered into by or with the Company, shall declare the nature of his interest to the other Directors either at the meeting of the Directors at which such matter is first taken into consideration, or, if the Director was not at the date of that meeting interested in the contract or arrangement, at the next meeting of the directors held after he became so interested. A record of such declaration shall be entered into the Company's minute books. For the purposes of these Articles, such Director shall be referred to as a "**Conflicted Director**").

117. Unless the other non-conflicted Directors of the Company otherwise resolve, a Conflicted Director shall: (a) not be counted in the quorum present for the meeting; (b) not participate in the discussion concerning a matter in respect of which he has declared a direct or indirect interest; and (c) withdraw from or, if applicable, not attend the Board of Directors meeting at which such matter is discussed.

The sequence of events leading to the aforesaid resolution of the Board of Directors, if any, shall be accurately recorded in the Company's minute books. The Conflicted Director shall in any case not vote in any resolution concerning a matter in respect of which he has declared a direct or indirect interest.

118. The Directors shall cause minutes to be kept in books provided for the purpose:
- (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of Directors; and
 - (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors;

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, shall be conclusive evidence without any further proof of the fact therein stated.

119. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premia for the purchase or provision of any such gratuity, pension or allowance.
120. The Directors may exercise all powers of the Company to borrow money and to guarantee the obligations of any third party and, for such purpose, to hypothecate or charge its undertakings, property and uncalled capital or any part thereof, including as security for its obligations or for those of any third party, and to issue debentures, debenture stock and other securities whether outright or as security for its liabilities or obligations or for those of any third party.

The Directors shall exercise their powers subject to any of these Articles, to the provisions of the Companies Act, the Regulation and to such regulations being not inconsistent with the aforesaid Articles 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 Directors which would have been valid if that regulation had not been made.

PROCEEDINGS OF DIRECTORS

121. The Directors shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they deem fit. Questions arising at any meeting 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. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

122. The quorum necessary for the transaction of business shall be a majority of the Directors appointed to the Board, present in person or by their alternate Director.
123. Notice of every meeting of the Board shall be given to all Directors and, save as hereinafter provided, shall in no case be of less than seven (7) days. Notice of meetings of the Board to any Director for the time being absent from Malta or residing abroad, shall be given at such address as such Director has informed the Company. The foregoing notice requirement may be waived by a decision of all Directors entitled to receive notice and vote at a meeting of the Directors.
124. If at any time the Chairman is not present within thirty (30) minutes after the time appointed for the commencement of proceedings of the meeting, the Deputy Chairman shall chair the meeting. In the absence of both the Chairman and the Deputy Chairman the Directors may choose one (1) of their number to chair the meeting.
125. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Several distinct copies (including facsimile copies) of the same document or resolution signed by each of the members or directors shall when placed together constitute a single writing for the purposes of this Article.
126. The Directors shall cause proper minutes to be made of all general meetings of the Company and also of all appointments of officers and of the proceedings of all meetings of Directors and committees, and of the attendances thereat, and all business transacted at such meetings.

SECRETARY

127. The Board may appoint a Secretary for such term, at such remuneration and upon such conditions as they think fit, and any person so appointed may be removed by them.
128. The Secretary shall be responsible for keeping:
 - (a) the minute book of general meetings of the Company;
 - (b) the minute book of meetings of the Board;
 - (c) the Register of Members;
 - (d) the Register of Debentures; and
 - (e) such other registers and records as the Company Secretary may be required to keep by the Board.
129. The Secretary shall:
 - (a) ensure that proper notices are given to all meetings; and
 - (b) ensure that all returns and other documents of the Company are prepared and delivered in accordance with the requirements of the Act.

130. In the case of Listed Securities, the Secretary shall be entitled to rely fully on the information supplied to him by the Central Securities Depository, if any, to whom duties have been delegated by the Directors in accordance with these Articles.

DIVIDENDS & RESERVES

131. The Company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Directors.
132. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company.
133. *No dividend shall be paid otherwise than out of the profits of the Company available for distribution.*
134. The Directors may, before recommending any dividend, set aside out of the profits of the Company available for distribution any such sum as they think proper as a reserve or reserves which shall, at the discretion of the Directors be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than Shares in the Company) as the Directors may from time to time think fit. The Directors may divide any such reserve into such special funds as they think fit, and may consolidate into one (1) fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The Directors may also, without placing the same to reserve, carry forward any profits which they think prudent not to divide.
135. Subject to any rights of persons, if any, entitled to Shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the Shares in respect whereof the dividend is paid but no amount paid or credited as paid on the Share in advance of calls shall be treated for the purpose of this regulation as paid on the Shares. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the Shares during any portion or portions of the period in respect of which the dividend is paid; but if any Share is issued on terms providing that it shall rank for dividend as from a particular date, such Share shall rank for dividend accordingly.
136. The Directors may deduct from any dividend payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the Shares.
137. Any dividend or other moneys payable in respect of a Share may, at the Company's discretion, be paid in any one of the following ways:
- (a) by cheque or warrant sent through the post and directed to the registered address of the holder or, in the case of a Share held jointly by more than one person, to the registered address of the person nominated and named in the relevant register of Members. Should there be no such nomination, the dividend shall be paid to the registered address of the first named joint holder appearing in the Register of Members; or

- (b) by Electronic Means directly to the bank account designated by the holder or, in the case of a Share held jointly by more than one person, to the account of the holder nominated and named in the relevant register of Members. Should there be no such nomination, the dividend shall be paid in the account of the first named joint holder appearing in the Register of Members; or
- (c) paid in accordance with the procedures stipulated by the relevant rules, regulations and/or bye-laws of the any relevant Central Securities Depository responsible for the payment of dividends on behalf of the Company, and in this case every payment of a dividend shall be made at the risk of the person or persons entitled to receipt of such dividend.

PROVIDED that where the account number and registered address of a Member is not known the dividend or other monies may be kept by the Company for collection by the Member entitled to such dividend or other monies or for remittance when the account number or registered address of the said Member is made known to the Company.

PROVIDED FURTHER that in the case of a Share held jointly by more than one (1) holder any one (1) of such holders may give an effective and valid receipt for all dividends and payments on account of dividends and payments in respect of such Share. Payment of a dividend by cheque or warrant to or to the account of one (1) of the joint holders shall discharge the Company's payment obligation in respect of the dividend so paid.

PROVIDED FURTHER that nothing in these Articles shall preclude the Company from offering to pay dividends to its Members by any other means, including but not limited to scrip dividends.

- 138. Every such payment of a dividend or other monies in respect of a Share shall be effected at the risk of the Member entitled to the payment and shall discharge the Company's payment obligation in respect of the dividend or other monies so paid. The Company shall not be responsible for any amounts lost or delayed in the course of making the payments detailed in Article 137.
- 139. No dividend shall bear interest against the Company.

ACCOUNTS

- 140. The Directors shall from time to time determine whether and to what extent, time and place and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account, or book or document except as conferred by law or authorised by the Directors or by the Company in general meeting.
- 141. A copy of every balance sheet and profit and loss account together with any Directors' and Auditors' report attached thereto which is to be laid before a general meeting of the Company (including every document required by law to be comprised therein or attached or annexed thereto) shall, not less than twenty-one (21) days before the date of the meeting, be sent or provided electronically or made available in any other form as may be permitted by law to every Member of the

Company and to every other person entitled to receive notices of general meetings from the Company under the provisions of applicable laws or of these Articles.

PROVIDED that this Article shall not require a copy of these documents to be sent to more than one of joint holders or to any person of whose address the Company is not aware, but any Member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application to the Company.

CAPITALISATION OF PROFITS

142. The Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any Shares held by such Members respectively or paying up in full unissued Shares or debentures of the Company to be allotted, distributed and credited as fully paid up to and amongst such Members in the proportion aforesaid, and the Directors shall give effect to such resolution;

PROVIDED that a share premium account and a capital redemption reserve fund, for the purposes of this regulation, may only be applied in the paying up of unissued Shares to Members as fully paid bonus Shares; and

PROVIDED FURTHER that the Directors may in giving effect to such resolution make such provision by payment in cash or otherwise as they deem fit, for the case of Shares or debentures becoming distributable in fractions.

NOTICES & ELECTRONIC COMMUNICATIONS

143. Any notice convening a general meeting or an adjourned general meeting in accordance with Article 51 or Article 56, respectively, must be sent to Members by pre-paid mail at their last known residential address (as appearing in the Register of Members). All other notices to Members may instead be sent by facsimile or electronic mail.
144. In proving service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post-office as a prepaid letter. Any notice or other document shall be deemed to have been served or delivered five (5) days after the time when the letter containing the same is mailed. In the case of a notice sent by facsimile or electronic mail, it shall be deemed to have been served on the day of transmission.
145. Notwithstanding the provisions of Article 143, the Company may publish any notice convening a general meeting or an adjourned general meeting on its website, provided that having sent a notice by mail to the last known address of each Member requesting his consent to the publication of notices convening the general meetings of the Company on the website indicated in the notice, Members give their consent to receive notice by such means. Members that do not give their consent shall remain entitled to receive notices convening general meetings of the Company by

mail at their last known residential address in accordance with the provisions of Article 143.

146. A notice may be given to the joint holders of a Share by giving notice to the holder of such Share named first in the Register of Members.
147. The signature to any notice to be given by the Company may be written or printed.
148. Any shareholder may notify the Company of an address for the purpose of his receiving electronic communications from the Company, and having done so shall be deemed to have agreed to receive notices and other documents from the Company by electronic communication of the kind to which the address relates. In addition, if a shareholder notifies the Company of his e-mail address, the Company may satisfy its obligation to send him any notice or other document by:
 - (a) publishing such notice or document on a web-page; and
 - (b) notifying him by e-mail to that e-mail address that such notice or document has been so published, specifying the address of the web-page on which it has been published, the place on the web site where it may be accessed, how it may be accessed and (if it is a notice relating to a shareholders' meeting) stating (i) that the notice concerns a notice of a company meeting served in accordance with the Act, (ii) the place, date and time of the meeting, (iii) whether the meeting is to be an annual or extraordinary general meeting and (iv) such other information as the Act may prescribe.
149. Any amendment or revocation of a notification given to the Company under this Article shall only take effect if in writing, signed by the shareholder and on actual receipt by the Company thereof.

WINDING-UP

150. All holders of ordinary Shares shall rank *pari passu* upon any distribution of assets in a winding up.
151. Upon the voluntary liquidation of the Company, no commission or fee shall be paid to a liquidator unless such commission or fee shall have been approved by the Members in general meeting. Any amount which the Directors propose to pay to a liquidator shall be notified to all Members at least seven (7) days prior to the meeting at which it is to be considered.

INDEMNITY

152. Every Managing Director, Director holding any other executive office or other Director, and every agent, or Secretary and in general any officer or auditor for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings in which judgement is given in his favour or in which he is acquitted. The Company may purchase an insurance policy from a reputable insurance company to cover such liability.

MEETINGS BY VIDEO OR TELEPHONE

153. A person is entitled to participate at a meeting of the Board or at any general meeting by means of video conferences, telephone links or other similar means, provided that all participants are able to hear and speak to each other at approximately the same time without needing to rely on an intermediary. In such instances, the Chairman of the meeting shall sign on behalf of the person/s participating in such manner.

GENERAL

154. These Articles are subject to the overriding provisions of the Act, the Financial Markets Act, and the listing rules of any Market on which the Company's Securities may be listed from time to time, except in so far as any provisions contained in any one (1) of these laws permits otherwise, and the generality of any of the provisions of these Articles shall, in its interpretation, be restricted as is necessary to be read in conformity with any and all of the provisions of any of these laws or rules.

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Name:

For and on behalf of
R&Q Central Services
Shareholder

.....

Name:

For and on behalf of
Randall & Quilter II Holdings Limited
Shareholder