

MEMORANDUM OF ASSOCIATION

OF

BRAIT SE

1. NAME

The name of the Company is BRAIT SE

2. EUROPEAN PUBLIC COMPANY

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

3. REGISTERED OFFICE

The registered office of the Company shall be situated at 4th Floor, Avantech Building, St. Julian's Road, San Gwann, SGN 2805, Malta or at such other address as may be determined by the Board of Directors of the Company.

4. OBJECTS

The objects of the Company are:

- a) to subscribe for, take, purchase, sell, dispose of, invest in, exchange or otherwise acquire, hold, manage, develop, deal with and turn into account any bonds, debentures, shares (whether fully paid or not), stocks, options or securities of governments, states, municipalities, public authorities, or public or private, limited or unlimited companies, and whether on a cash or margin basis and including short sales and to lend or borrow money against the security of such bonds, debentures, shares, stocks, options or other securities;
- b) to purchase, acquire, own, hold, manage, lease, administer, sell or otherwise dispose of property of any kind, whether immovable or movable, personal or real, and whether or not belonging to the Company;
- c) to lend and advance money or give credit to companies which are not banks or financial institutions and which belong to the same group of companies as the Company to the extent permitted by law;
- d) to obtain loans, overdrafts, credits and other financial and monetary facilities without limit and otherwise borrow or raise money in such manner as the Company shall think fit (including through the issuance of notes, bonds and debentures of any kind of debt and/or equity securities), whether as sole borrower or jointly with other persons and/or severally, and to provide by way of security for the repayment of the principal and interest thereon and/or the fulfilment of any of the Company's obligations, a hypothec, pledge, privilege, lien, mortgage or other charge or encumbrance over the assets of the Company;

- e) to guarantee the obligations and/or the repayment of indebtedness of any person although not in furtherance of the Company's corporate purpose and whether or not the Company receives any consideration or derives any direct or indirect benefit therefrom, and to secure such guarantee by means of a hypothec, privilege, lien, mortgage, pledge or other charge or encumbrance over the assets of the Company;
- f) to enter into any transaction or agreement which is subject to, governed by or part of (or capable of being entered into under) any capital markets master agreement (including under an ISDA Master Agreement) (the "**Master Agreement**") and to execute and deliver any such Master Agreement or any confirmation or other confirming evidence of any such transaction under such Master Agreement;
- g) to perform any obligations under any such transaction as referred to in para. e) or Master Agreement and to so enter into, execute and deliver and perform any swaps, futures, forwards, derivatives, options, repurchase and similar transactions or transactions in the context hereof or combinations of any of the foregoing. The Company may generally employ any techniques and instruments relating to investments for the purpose of their efficient management, including techniques and instruments designed to protect it against credit, currency exchange, interest rate risks and other risks
- h) to carry out such activities as may be ancillary to the above or as may be necessary or desirable to achieve the above objects.

Nothing in the foregoing shall be construed as enabling or empowering the Company to carry on any activity, business or service that requires a licence or other authorisation under by the Banking Act, Chapter 371 of the Laws of Malta, the Financial Institutions Act, Chapter 376 of the Laws of Malta, the Investment Services Act, Chapter 370 of the Laws of Malta, the Insurance Business Act, Chapter 403 of the Laws of Malta, the Insurance Intermediaries Act, Chapter 487 of the Laws of Malta or the Trusts and Trustees Act, Chapter 331 of the Laws of Malta.

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 following powers:

- (a) To purchase, and acquire and to sell and transfer, take on or grant on lease, exchange, any asset and to carry out such amelioration, upgrading or reconstruction work on such assets as may be necessary for the development of the Company.
- (b) To sell, manage, improve, process, manufacture, exchange, insure, let on lease or otherwise, mortgage, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company for such consideration as the Company may think fit.
- (c) To appoint agents of the Company in any part of the world.
- (d) 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.

- (e) To enter into partnership, joint venture or into any arrangement for sharing profits, union of interests, reciprocal concession, or co-operation with any person or Company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in, and to take or otherwise acquire and hold shares or stock in or securities of any such Company, and to subsidise or otherwise assist any such person or Company.
- (f) 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 limiting competition, 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, debenture stock or securities so received.
- (g) To lend and advance money or give credit to such persons and on such terms as may seem expedient to the Company, only where necessary and in relation to the business of the Company.
- (h) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments.
- (i) 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).
- (j) 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 the 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.
- (k) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or securities of this Company.
- (l) To grant pensions, allowances, gratuities and bonuses to Directors, ex-Directors, officers, ex-officers, employees or ex-employees of the Company or the dependants or relatives of such persons.
- (m) To promote any other company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (n) To amalgamate with any other company whose objects are similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking subject to the liabilities of this undertaking and / or any such other company as aforesaid, with or without winding-up, or by sale or purchase (for fully or partly paid shares or otherwise) of all or a controlling interest in the shares or stock of

this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership or in any other manner.

- (o) To distribute among the Members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (p) To sell or dispose of the undertaking, property and assets of the Company or any part thereof in such manner and for such consideration as the Company may think fit.
- (q) To apply for, register, purchase, or by other means acquire, hold, develop, exploit, protect and renew any patents, patent rights, brevets inventions, licenses, secret processes, trademarks, designs, royalties, copyrights, grants, options, protection and concessions and other exclusive and non-exclusive rights, and to grant licenses or rights in respect thereof, and to disclaim, alter, modify, use and turn to account, and to manufacture under or grant licenses or privileges in respect of the same, and to expend money in experimenting upon testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- (r) To do all or any of the things referred to in this Clause 5 in any part of the world, and either as principals, agents, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, or otherwise.
- (s) Where the laws of an approved country or jurisdiction so allow, and upon obtaining the consent of the Registrar of Companies in Malta, to apply to the proper authority of such country or jurisdiction to have the Company registered as continued as if it had been incorporated or registered under the laws of that other country or jurisdiction.

6. LIMITED LIABILITY

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

7. CAPITAL

- 7.1 The authorised share capital shall be €1,100,200,000 (one billion, one hundred million and two hundred thousand Euro) divided into:
 - 7.1.1 5,000,000,000 (five billion) Ordinary listed shares of €0.22 each; and
 - 7.1.2 20,000,000 (twenty million) cumulative, non-participating Preference shares of €0.01 each.
- 7.2 The issued share capital is €115,631,827.30 (one hundred and fifteen million, six hundred and thirty one thousand, eight hundred and twenty-seven Euro and thirty Euro cents) divided into 525,599,215 (five hundred and twenty five million, five hundred and ninety-nine thousand, two hundred and fifteen) Ordinary listed shares of €0.22 each.

8. ORDINARY SHARES

Ordinary shares shall rank pari passu in all respects as regards dividends and participations in assets on a winding up of the Company. The holders of the Ordinary Shares shall have the right to receive notice of, attend and vote at general meetings. Each ordinary share shall entitle the holder to one (1) vote.

9. PREFERENCE SHARES

9.1 In this clause 9, unless inconsistent with or otherwise indicated by the context:

9.1.1 “**Accumulated Dividends**” means, in respect of each Preference Share and on any day, the aggregate of:

9.1.1.1 any Scheduled Dividend for any Dividend Period which ended prior to that day, to the extent to which that Scheduled Dividend has not been paid by the Company by the Dividend Payment Date in respect of that Dividend Period; plus

9.1.1.2 any Additional Dividends which the Company should have paid in terms of clause 9.3.8, but which the Company has failed to pay as of such day;

9.1.2 “**Acquisition of Control**” means, in relation to the Company, that a person who held less than 30% (thirty per cent) of the issued Ordinary Shares on the Tax Reference Date, acquires such a number of Ordinary Shares as brings its holdings of the Ordinary Shares to 51% (fifty one per cent) or more of the issued Ordinary Shares;

9.1.3 “**Actual Issue Date**” means, in relation to each Preference Share, the date on which the Company issues that Preference Share to its first Holder;

9.1.4 “**Actual Redemption Date**” means, in relation to each Preference Share, the date (if any) on which the Company redeems that Preference Share in accordance with the Company Redemption Provisions;

9.1.5 “**Additional Dividend**” means, in respect of each Preference Share, the dividends (over and above the Scheduled Dividend in respect of that Preference Share) envisaged in clause 9.3.10 of this Memorandum of Association;

9.1.6 “**Adjustment Event**” means a Tax Change Event or a Rate Event;

9.1.7 “**Adjustment Notice**” means an Adjustment Notice as defined in clause 9.3.7.3 of this Memorandum of Association;

9.1.8 “**Applicable Rate**” means the Dividend Rate or the Default Dividend Rate;

9.1.9 “**Beneficiary**” means, in relation to a Preference Share, the beneficial owner of that Preference Share as reflected in the records of the applicable Programme Participant;

9.1.10 “**Business Day**” means any day other than a Saturday, Sunday or statutory public holiday in any of the Republic of Malta, the Grand-Duchy of Luxembourg or the Republic of South Africa;

- 9.1.11 “**Calculation Dates**” means 31 March and 30 September of each year;
- 9.1.12 “**Company NAV**” means, at any applicable time, the Company’s net asset value as determined in accordance with the provisions of clause 9.6.1 of this Memorandum of Association;
- 9.1.13 “**Company Redemption Provisions**” means clauses 9.4.2 to 9.4.5 of this Memorandum of Association;
- 9.1.14 “**Deemed Issue Price**” means, in respect of each Preference Share and irrespective of the Subscription Price actually obtained by the Company for the issue of that Preference Share, an amount of ZAR100.00 (one hundred Rand);
- 9.1.15 “**Default Dividend Rate**” means, subject to adjustment in accordance with the Rate Adjustment Clauses, a rate equal to 144% (one hundred and forty four per cent) of the Prime Rate;
- 9.1.16 “**Distribution**” means any distribution of profits or capital which the Company makes in respect of any classes of shares in its issued share capital, other than the Preference Shares, irrespective of the manner in which that distribution is made (and includes, without limitation, the declaration and payment of any dividends, the repurchase of any shares and the redemption of any redeemable shares);
- 9.1.17 “**Dividend Default**” means any failure by the Company to pay:
- 9.1.17.1 the Scheduled Dividends (in respect of all the Outstanding Preference Shares for any Dividend Period by the applicable Dividend Payment Date; and/or
 - 9.1.17.2 any Additional Dividends by the date determined in accordance with clause 9.3.8 of this Memorandum of Association;
- 9.1.18 “**Dividend Payment Date**” means, in relation to each Dividend Period, (i) any day up to the date 90 (ninety) days after the first Calculation Date which occurs after the last day of that Dividend Period, or (ii) if applicable and earlier than the date in sub-clause (i), any day up to the date 5 (five) days prior to the day on which the Company makes any Distribution in respect of its Ordinary Shares;
- 9.1.19 “**Dividend Period**” means each period which commences on a Calculation Date and which ends on the day before the next Calculation Date provided that:
- 9.1.19.1 the first Dividend Period in respect of any particular Preference Share shall (i) commence on the Actual Issue Date on which the Company issues that Preference Share to its first Holder, and (ii) end on the day before the first Calculation Date which occurs after that Actual Issue Date; and
 - 9.1.19.2 the last Dividend Period in respect of any particular Preference Share shall be the period which (i) commences on the last Calculation Date which occurs prior to the Actual Redemption Date on which the Company redeems that Preference Share, and (ii) ends on the day before that Actual Redemption Date;

- 9.1.20 “**Dividend Rate**” means, subject to adjustment in accordance with the Rate Adjustment Clauses, a rate equal to 104% (one hundred and four per cent) of the Prime Rate;
- 9.1.21 “**Dividends Tax**” means the withholding tax on dividends imposed under Part VIII of Chapter II of the SA Tax Act;
- 9.1.22 “**Dividends Tax Rate**” means the rate at which the Dividends Tax is levied under the SA Tax Act from time to time;
- 9.1.23 “**Euro**” means the lawful currency of inter alia Malta;
- 9.1.24 “**Exchange Information Services**” means the JSE's service known as the “Securities Exchange News Service” and the communication service of the LuxSE;
- 9.1.25 “**Holder**” means, in relation to a Preference Share, its registered holder as reflected in the Company's share register;
- 9.1.26 “**JSE**” means the securities exchange known as the JSE, which has been licensed as an exchange under the South African Securities Services Act, 2004;
- 9.1.27 “**LuxSE**” means the Luxembourg Stock Exchange;
- 9.1.28 “**Market Price**” means, in relation to each Preference Share and on any day, the VWAP of 1 (one) Preference Share on that day after deducting the aggregate of:
- 9.1.28.1 any Accumulated Dividends in respect of one Preference Share on the first day of the Dividend Period during which the Market Price is determined; and
- 9.1.28.2 the Scheduled Dividend in respect of one Preference Share for the period which commences on the first day of the Dividend Period during which the Market Price is determined and which ends on the day prior to the date on which the Market Price is determined (calculated as if the aforesaid period were a Dividend Period);
- 9.1.29 “**Ordinary Share**” means an ordinary share with a nominal value of Euro 0.22 (zero point two two) in the Company's issued share capital;
- 9.1.30 “**Outstanding Preference Share**” means a Preference Share which has been issued by the Company, and which has neither been redeemed nor repurchased by the Company;
- 9.1.31 “**Participant**” means a central securities depository as defined in Article 1 of the Articles of Association or a participant as defined in section 1 of the South African Securities Services Act, 2004;
- 9.1.32 “**Preference Share**” means a cumulative, non-participating Preference Share in the Company's share capital which has a nominal value of Euro 0.01 (zero point zero one Euro) and which confers, on its Holder, the rights, obligations and privileges set out in this clause 9;

- 9.1.33 “**Preference Dividends**” means, in respect of each Preference Share, the applicable Scheduled Dividends and Additional Dividends;
- 9.1.34 “**Preference Share Issue Programme**” means a programme pursuant to which the Company, as a means of raising permanent capital, could, subject to various terms and conditions:
- 9.1.34.1 issue a maximum number of 20 000 000 (twenty million) Preference Shares; and
- 9.1.34.2 list the Preference Shares on the LuxSE (as a primary listing) and on the JSE (as a secondary listing);
- 9.1.35 “**Prime Rate**” means the publicly quoted basic rate of interest levied by FirstRand Bank Limited (“**FirstRand**”) from time to time on overdraft, calculated on a 365 (three hundred and sixty five) day year, irrespective of whether the applicable year is a leap year, and proved, prima facie, in the event of a dispute and in the absence of manifest error, by a certificate under the hand of any director or manager of FirstRand, whose appointment and authority need not be proved;
- 9.1.36 “**Programme Participant**” means each Participant who holds any Preference Share in custody for the Beneficiary of such Preference Share;
- 9.1.37 “**Rate Adjustment Clauses**” means clauses 9.3.11 and 9.3.12 of this Memorandum of Association;
- 9.1.38 “**Rate Event**” means any increase in the Dividends Tax Rate above 15% (fifteen per cent) (which is the rate at which the Dividends Tax was levied on the Tax Reference Date);
- 9.1.39 “**Redemption Amount**” means, for the purposes of a redemption pursuant to clauses 9.4.2.1 to 9.4.2.4 and for the purposes of clause 9.5.1, in respect of a Preference Share and without double counting, the aggregate of:
- 9.1.39.1 the higher of (i) the Deemed Issue Price of that Preference Share, or (ii) the Market Price of that Preference Share on the date 5 (five) Business Days prior to the publication of the applicable Redemption Announcement in terms of clause 9.4.4.1 of this Memorandum of Association; plus
- 9.1.39.2 for the purposes of a redemption pursuant to clause 9.4.2.5 in respect of a Preference Shares and without double counting, the aggregate of:
- (a) the Deemed Issue Price of that Preference Share; plus
- (b) the Scheduled Dividend for the Dividend Period, as calculated in terms of Clause 9.1.19.2, which period ends on the day before the Actual Redemption Date of that Preference Share; plus
- (c) any Accumulated Dividends in respect of that Preference Share on its Actual Redemption Date;
- 9.1.40 “**Regulatory Event**” means any change in:

- 9.1.40.1 the listing requirements of the LuxSE or the JSE;
- 9.1.40.2 the exchange control regulations of the Republic of South Africa, Malta or Mauritius;
- 9.1.40.3 the SA Tax Act or any other legislation which imposes any taxation of any nature whatsoever on the Company, in relation to the Preference Shares, in Malta, Luxembourg, South Africa, and/or Mauritius; or
- 9.1.40.4 the Maltese Companies Act (Chapter 386 of the Laws of Malta), the South African Companies Act, 2008 and any other legislation, whether Maltese or South African, which deals with companies generally;
- 9.1.41 “**Resident Beneficiary**” means any Beneficiary of a Preference Share if that Beneficiary is a “resident” (of South Africa) as defined in the SA Tax Act;
- 9.1.42 “**SA Corporate**” means a Resident Beneficiary of a Preference Share which is a company, other than a small business corporation, an employment company, a gold mining company, a long term insurance company or a tax holiday company;
- 9.1.43 “**SA Tax**” means any Tax imposed by any tier of the government of the Republic of South Africa;
- 9.1.44 “**SA Tax Act**” means the South African Income Tax Act, 1962;
- 9.1.45 “**Scheduled Dividend**” means, in respect of each Preference Share and for each Dividend Period, the Preference Dividend calculated in accordance with the formula contained in clause 9.3.5;
- 9.1.46 “**Subscription Price**” means, in relation to each Preference Share, the price, including the nominal value and any premium, obtained by the Company for the allotment and issue of that Preference Share to its first Holder;
- 9.1.47 “**Tax**” means any tax, levy, impost, duty or other charge or withholding of a similar nature, levied in accordance with any law and includes any additional tax, penalties and/or interest levied on any such Tax, levy, impost, duty or other charge or withholding;
- 9.1.48 “**Tax Change Event**” means that, as a result of:
- 9.1.48.1 any amendment in the SA Tax Act (including, without limitation, the replacement of SA Tax Act with different legislation), which occurs after the Tax Reference Date, the Preference Dividends become subject to any SA Tax, other than the Dividends Tax or any other withholding Tax imposed under any law of the Republic of South Africa, in the hands of all the SA Corporates who are Resident Beneficiaries of any Outstanding Preference Shares; or
- 9.1.48.2 any amendment in any law of the Republic of Malta, the Grand-Duchy of Luxembourg or the Republic of Mauritius (including, without limitation, the replacement of any such a law with different legislation) which occurs after the Tax Reference Date, the Preference Dividends become subject to Tax, imposed by any one of the Republic

of Malta, the Grand-Duchy of Luxembourg or the Republic of Mauritius, in the hands of all the SA Corporates who are the Resident Beneficiaries of any Outstanding Preference Shares; and, for clarity, it is specifically recorded that no Tax Change Event shall occur if

(i) any amendment envisaged in clause 9.1.48.1 or clause 9.1.48.2 of this Memorandum of Association occurs, but

(ii) the effect of such amendment is to subject Resident Beneficiaries who are not SA Corporates to the applicable Tax;

9.1.49 “**Tax Reference Date**” means 1 July 2012;

9.1.50 “**Voting Resolution**” means the resolutions (by the Company) envisaged in clause 9.6.4 of this Memorandum of Association;

9.1.51 “**VWAP**” means, on any particular day, the volume weighted average traded price at which the Preference Shares traded on the JSE for the 15 (fifteen) most recent trading days, provided that in determining such volume weighted average traded price trades which (i) are effected other than through the normal trading systems of the JSE, but (ii) are nevertheless settled through the settlement systems of the JSE, shall be disregarded;

9.1.52 “**ZAR**” or “**Rand**” means South African Rand, the lawful currency of the Republic of South Africa.

9.2 APPLICABILITY

9.2.1 This clause 9 shall apply to each Preference Share which the Company issues as part of the Preference Share Issue Programme.

9.2.2 No issue of any shares of any class in the Company’s share capital after the Actual Issue Date on which the Company issues any Preference Share under the Preference Share Issue Program, shall in any manner detract from or vary the rights which attach to the Preference Shares except if the Holders have otherwise approved by the majorities set out in clause 9.6.2.

9.3 DIVIDENDS

Entitlement

9.3.1 Each Preference Share shall entitle its Holder (for onward payment to the relevant Beneficiary in accordance with the agreement between the Beneficiary and Holder) to the Preference Dividends calculated in accordance with the provisions of this clause 9.3.

9.3.2 The Company shall pay the Preference Dividends only if it has sufficient distributable profits and if a final or interim dividend declaration is made in accordance with Article 17.

9.3.3 The Preference Dividends shall rank prior to the dividend rights of any other classes of shares in the Company’s share capital (including, but without limitation, the Ordinary Shares).

9.3.4 After the payment of the Preference Dividends, the Preference Shares shall not be entitled to participate in the remaining profits of the Company.

Scheduled Dividends

9.3.5 For each Dividend Period and subject to clause 9.3.6 of this Memorandum of Association, each Preference Share shall be entitled to a Scheduled Dividend in an amount equal to the aggregate of the amounts calculated in respect of each day during that Dividend Period in accordance with the following formula:

$$a = (b + c) \times d$$

in which formula:

a = the amount for the applicable day;

b = the Deemed Issue Price;

c = the Accumulated Dividends in respect of that Preference Share at 17:00, Johannesburg time, on the calendar day immediately preceding the applicable day;

d = if a Dividend Default (i) has not occurred, the Dividend Rate divided by 365 (three hundred and sixty five), or (ii) has occurred, the Default Dividend Rate divided by 365 (three hundred and sixty five).

9.3.6 If (i) the Scheduled Dividend for a Dividend Period is calculated in accordance with the formula contained in clause 9.3.5 of this Memorandum of Association for any Dividend Period, and (ii) at the time of that calculation no Dividend Default has occurred, but (iii) a Dividend Default occurs after such calculation, the Scheduled Dividend for the applicable Dividend Period shall be recalculated at the Default Rate.

Adjustment Events

9.3.7 If an Adjustment Event occurs the Company shall:

9.3.7.1 determine whether, as a result of such occurrence (i) Additional Dividends must be declared and paid by the Company in respect of the Outstanding Preference Shares, or (ii) the Applicable Rates must be adjusted;

9.3.7.2 calculate the amount of the Additional Dividends or the adjusted Applicable Rates (as the case may be);

9.3.7.3 publish an announcement (an Adjustment Notice) on each Exchange Information Service which sets out (i) the details and date of the Adjustment Event which has occurred, and (ii) whether, as a result of such occurrence, it will pay Additional Dividends or whether the Applicable Rates will be adjusted, and (iii) the amount of the Additional Dividends or the adjusted Applicable Rates (as the case may be).

9.3.8 If the Company becomes obliged to pay Additional Dividends as a result of the occurrence of any Adjustment Event, the Company shall pay those dividends on the later of (i) the next Dividend Payment Date, or (ii) within 30 (thirty) calendar days after the date on which the applicable Adjustment Event occurs.

9.3.9 If the Applicable Rates must be adjusted as a result of the occurrence of an Adjustment Event, that adjustment shall take effect on the date reasonably determined by the Company (which date may be prior to the date on which the Company publishes the applicable Adjustment Notice).

Tax Change Events

9.3.10 If a Tax Change Event occurs in relation to any Scheduled Dividend which the Company has already paid in respect of any Outstanding Preference Share, the Company shall pay, in respect of each Outstanding Preference Share, an Additional Dividend calculated in accordance with the following formula:

$$a = [b / (1 - c)] - b$$

in which formula:

a = the Additional Dividend per Preference Share;

b = the amount of the Scheduled Dividends (in respect of one Preference Share) which has become subject to the applicable Tax; and

c = the rate at which the applicable Scheduled Dividend has become subject to Tax in the hands of those of the Resident Beneficiaries which are SA Corporates.

9.3.11 If a Tax Change Event occurs, and as a result of such occurrence any Scheduled Dividends which have not yet been paid will become subject to Tax other than the Dividend Tax, each Applicable Rate shall be increased to such a percentage of the Prime Rate as is calculated in accordance with the following formula:

$$a = b / (1 - c)$$

in which formula:

a = the increased Applicable Rate, expressed as a percentage of the Prime Rate;

b = the Applicable Rate, expressed as a percentage of the Prime Rate, prior to its adjustment in accordance with this clause 9.3.11; and “

c = the rate at which the applicable Scheduled Dividends will become subject to Tax in the hands of Resident Beneficiaries which are SA Corporates.

If the Applicable Rates are increased in accordance with this clause 9.3.11, and after such increase the rate (the “**Adjustment Rate**”) envisaged in the definition of “c” above increases or decreases, the Applicable Rates shall, with effect from the date on which the Adjustment Rate increases or decreases, be the rate calculated in accordance with the formula contained in this clause 9.3.11 on the basis that (i) the value of “a” in that formula shall be the Applicable Rates, expressed as a percentage of the Prime Rate, immediately prior to the

occurrence of the Tax Change Event, and (ii) the value of “c” in that formula shall be the increased or decreased Adjustment Rate.

Rate Event

9.3.12 If a Rate Event occurs, each Applicable Rate shall each be adjusted to such a percentage of the Prime Rate as is determined in accordance with the following formula:

$$a = b \times (1 - d) / (1 - c)$$

in which formula:

a = the Applicable Rate, expressed as a percentage of the Prime Rate, after its adjustment in accordance with this clause 9.3.12;

b = the Applicable Rate, expressed as a percentage of the Prime Rate, prior to its adjustment in accordance with this clause 9.3.12;

c = the Dividends Tax Rate after the occurrence of the applicable Rate Event;

and

d = the Dividends Tax Rate prior to the occurrence of the applicable Rate Event.

Payment

9.3.13 The Company shall, subject to clause 9.3.2 of this Memorandum of Association, pay:

9.3.13.1 the Scheduled Dividend for each Dividend Period on the first Dividend Payment Date which occurs after that Dividend Period;

9.3.13.2 any Additional Dividends which it becomes obliged to pay, by the date determined in accordance with clause 9.3.8 of this Memorandum of Association; and

9.3.13.3 any Accumulated Dividends which remain as at the Actual Redemption Date on which it redeems any Preference Share, on that Actual Redemption Date.

Distributions in respect of Ordinary Shares

9.3.14 The Company shall not make any Distributions in respect of its Ordinary Shares except if it has paid, in full, the Accumulated Dividends (if any) up to the last day of the last Dividend Period which occurs prior to the date on which the Company makes that Distribution.

9.4 REDEMPTION AND ACQUISITION OF OWN SHARES

Non-redemption by Beneficiaries and Holders

9.4.1 Neither the Beneficiaries nor the Holders of the Preference Shares shall be entitled to require the Company to redeem the Preference Shares.

Company Redemption

9.4.2 All (but not some) of the Outstanding Preference Shares may be redeemed at the option of the Company by not later than 31 December 2012 in any of the following circumstances:

9.4.2.1 an Adjustment Event occurs and, as a result of such Adjustment Event
(i) the Company becomes obliged to pay any Additional Dividends, or
(ii) the Applicable Rates are increased; or

9.4.2.2 a Regulatory Event occurs and, as a result of such occurrence, the raising of funding by the Company by means of the issue of the Preference Shares become more expensive for the Company or any of its shareholders; or

9.4.2.3 the Preference Shares vote against any Voting Resolution, other than any Voting Resolution envisaged in clause 9.6.4.5 of this Memorandum of Association;

9.4.2.4 an Acquisition of Control occurs; or

9.4.2.5 the redemption of the Preference Shares is deemed to be, at the discretion of the board of Directors or a duly authorised committee thereof, in the best interests of the Company.

9.4.3 If the Company does not redeem the Preference Shares by 31 December 2012, the Preference Shares will automatically become entirely non-redeemable with effect from 1 January 2013.

Procedure

9.4.4 If the Company wishes to redeem the Outstanding Preference Shares pursuant to the Company Redemption Provisions:

9.4.4.1 the Company shall publish, on each Exchange Information Service, an announcement (a “**Redemption Announcement**”) which

(a) for the purposes of a redemption pursuant to clauses 9.4.2.1 to 9.4.2.4, sets out

(i) the grounds on which the Company is entitled to redeem the Outstanding Preference Shares, and

(ii) the date (the “**Company Redemption Date**”) on which the Company will redeem the Outstanding Preference Shares, the Company Redemption Date to be the first Dividend Payment Date which occurs after the publication of the Redemption Announcement or, if that first Dividend Payment Date will occur

within 10 (ten) business days after the publication of the Redemption Announcement, the second Dividend Payment Date which occurs after that publication;

(b) for the purposes of a redemption pursuant to clause 9.4.2.5, set out

(i) the grounds on which the Company is entitled to redeem the Outstanding Preference Shares; and

(ii) the Company Redemption Date, which shall be any day up to sixty (60) calendar days from the Redemption Announcement.

9.4.4.2 the publication of a Redemption Announcement shall be revocable at the instance of the Company and shall not oblige the Company to redeem the Outstanding Preference Share whether on the Company Redemption Date set out in that Redemption Announcement or on any other date (but the Company shall not redeem some of the Outstanding Preference Shares without at the same time redeeming all the Outstanding Preference Shares); and

9.4.4.3 if the Company publishes a Redemption Announcement and thereafter elects not to redeem the Outstanding Preference Shares the Company shall (i) make an announcement to such effect on each Exchange Information Service prior to the Company Redemption Date set out in the Redemption Announcement, and (ii) not thereafter be entitled to redeem the Outstanding Preference Shares without again publishing a Redemption Announcement.

Actual Redemption Date

9.4.5 If the Company elects to redeem the Outstanding Preference Shares the Company shall, on the applicable Company Redemption Date, pay the Redemption Amount of each Outstanding Preference Share to each Holder (for onward payment to the Beneficiary of that Preference Share).

Acquisition of Own Shares

9.4.6 The Outstanding Preference Shares may be acquired by the Company pursuant to Article 3(l) of the Articles of Association.

9.5 RETURN OF CAPITAL

9.5.1 On the liquidation of the Company, each Preference Share shall confer on its Holder (for onward payment to the relevant Beneficiary in accordance with the agreement between the Holder and Beneficiary) a right to a return of capital in an amount equal to the Redemption Amount of that Preference Share calculated up to the day on which that return of capital is paid.

9.5.2 The Preference Shares' rights to a return of capital shall rank prior to the rights to a return of capital of all other classes of shares in the Company share capital including, but without limitation, the Ordinary Shares.

9.5.3 Save as envisaged in clause 9.5.1 of this Memorandum of Association, the Preference Shares shall not be entitled to participate in the Company's excess assets on its liquidation.

9.6 VOTING

Company NAV

9.6.1 The Company NAV shall, if the Company has:

9.6.1.1 published its net asset value as at the last day of its most recent financial quarter on each Exchange Information Service, be the net asset value thus published by the Company; or

9.6.1.2 not published its net asset value as envisaged in clause 9.6.1.1, be the Company's net asset value as determined by the Company with reference to its most recent audited financial information, and if clause

9.6.2 Applies the Company shall publish an announcement on each Exchange Information Service which sets out the Company's determination of the Company NAV.

Voting Rights

9.6.2 The Holders shall not have the right to attend, vote at or receive notice of general meetings of the Company, except in respect of the Voting Resolutions. In relation to the Voting Resolutions other than the Voting Resolution contained in clause 9.6.4.5 of this Memorandum of Association:

9.6.2.1 the Preference Shares shall vote as a separate class;

9.6.2.2 in such a vote each Outstanding Preference Share shall carry one vote;

and

9.6.2.3 no such Voting Resolution shall be carried except if passed by an extraordinary resolution pursuant to which at least 75% (seventy five per cent) of the votes exercisable by all the Holders who attend and vote at the meeting convened to consider that Voting Resolution have voted in favour thereof and at least 51% (fifty-one per cent) in nominal value of all the shares entitled to vote at the meeting have voted in favour thereof.

9.6.3 In relation to any Voting Resolution envisaged in clause 9.6.4.5 of this Memorandum of Association:

9.6.3.1 the Preference Shares shall not vote as a separate class but shall vote Together with the other shareholders; and

9.6.3.2 each Preference Share shall confer on its Holder such a percentage of the votes exercisable in relation to that resolution as is equal to the ratio, expressed as a percentage, of the nominal value of that

Preference Share to the aggregate of the nominal values of all the issued shares of all classes in the Company's share capital.

Voting Resolutions

9.6.4 The Voting Resolutions are any resolution proposed at a general meeting of the Company:

9.6.4.1 which directly affects the rights of the Preference Shares;

9.6.4.2 which is required to approve of (i) the reduction of the Company's share capital of any class, or (ii) the making of a Distribution, if that resolution will have the effect that:

9.6.4.2.1 the Company NAV will be less than R10 000 000 000 (ten billion Rand) after the resolution is implemented; or

9.6.4.2.2 the ratio of (i) the aggregate of the Deemed Issue Prices of all the Outstanding Preference Share, to (ii) the Company NAV after that resolution has been implemented, is equal to or more than 10% (ten per cent); and

9.6.4.3 to delist the Company's Ordinary Shares;

9.6.4.4 after an Acquisition of Control has occurred if that resolution, if implemented, will result in the conclusion of a transaction by the Company, the value of which is equal to or exceeds 25% (twenty five per cent) of the Company NAV;

9.6.4.5 during any period which (i) commences on the date 90 (ninety) days after the date on which the Company declared any Preference Dividends, and (ii) ends on the date on which those Preference Dividends are paid.

Non-implementation

9.6.5 If (i) the Company proposes a Voting Resolution other than any Voting Resolution envisaged in clause 9.6.4.5 of this Memorandum of Association, and (ii) the Holders vote against that resolution:9.6.5.1 the Company shall be entitled to elect to redeem the Outstanding Preference Shares in accordance with the Company Redemption Provisions; and

9.6.5.2 the Company shall not implement that Voting Resolution until it has redeemed the Outstanding Preference Share in terms of the Company Redemption Provisions.

9.7 NON-VARIATION

In accordance with Article 116 of the Companies Act, no change of the Preference Shares into another class and no variation of the rights attached to the Preference Share (which variation shall include the issue of any class of shares ranking in priority to the Preference Shares either in relation to dividends or in relation to returns of capital on a liquidation) shall take place unless such change or variation is consented to by means

of an extraordinary resolution (as described in Article 20 of the Articles of Association) passed at separate meetings of the Preference Shares and of any other class of shares affected thereby.

10. SHAREHOLDERS

General public

471,507,956 (four hundred and seventy-one million, five hundred and seven thousand, nine hundred and fifty-six) Ordinary listed shares of €0.22 each, each share being fully paid-up.

Brait Mauritius Limited

36,616,189 (thirty-six million, six hundred and sixteen thousand, one hundred and eighty-nine) Ordinary listed shares of €0.22 each, each share being fully paid-up.

Brait Investment Trust

17,475,070 (seventeen million, four hundred and seventy-five thousand and seventy) Ordinary listed shares of €0.22 each, each share being fully paid-up.

11. DIRECTORS

(a) The Company's affairs shall be entrusted to a Board of Directors which shall consist of not less than three (3) and not more than fifteen (15) Directors.

(b) The Directors of the Company shall be :

Phillip Jabulani Moleketi, South African Passport No 480220031, of Level 7, Rosebank Towers, 15 Biermann Avenue, ZA - 2196, Rosebank, South Africa;

Christopher Stefan Seabrooke, South African Passport No 452113312, of 39 Rivonia Road, Commerce Square, Building 4, ZA - 2196, Sandhurst, Sandton, South Africa;

Hermanus Roelof Willem Troskie, Duth Passport No NV602FK43, of 58 rue Charles Martel, Luxembourg, L-2134;

Christopher Hendrik Wiese, South African Passport No 470314120, of 36 Stellenberg Road, Parow Industria, ZA - 7493, Cape Town, South Africa;

Lawrence Leon Porter, Maltese Identity Card No. 65264A, of 4th Floor, Avantech Building, St Julian's Road, San Gwann SGN 2805, Malta;

Alan Jacobs, United Kingdom Passport No. GBR099244267, of 3rd Floor, 55 Blandford Street, London W1U 7HW, England; and

John Chester Botts, American Passport No. 473443352, of 42 Brook Street, London W1X 5DB, England.

(c) A Director is empowered to appoint another person in his stead as an alternate director by means of a written instrument and such person so appointed shall enjoy all the powers and rights of the said Director including the right to attend and vote at meetings of the

Board of Directors. Such alternate director shall have a vote or votes in addition to his own vote, if any. Written instrument includes a telefax, telex or e-mail message.

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

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.

- (e) Any Power of Attorney issued by the Company shall be executed by any Director 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.

12. SECRETARY

The Secretary of the Company is Dr Anjelica Camilleri de Marco (Maltese Identity Card No. 619482M) of 1, Villa Stoke, Misrah San Pawl, San Pawl tat-Targa, Naxxar, NXR 4020, Malta.

Dr Anjelica Camilleri de Marco (Maltese Identity Card No. 619482M)
Company Secretary

ARTICLES OF ASSOCIATION
OF
BRAIT SE

1. PRELIMINARY

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

Interpretation:

“Act” means the Companies Act (Chapter 386 of the Laws of Malta);

“Central Securities Depository” means a person authorised to carry on one or more of the following functions:

- (a) provision of custody or depository facilities in respect of financial instruments;
- (b) maintenance of registers of members and holders of financial instruments and recording of transactions and holdings in financial instruments;
- (c) provision, management and administration of a securities clearing and settlement system in respect of financial instruments, including the provision of access and interoperable links between such a system and other securities clearing and settlement systems; central securities depositories, central counterparties and clearing houses; and
- (d) authentication of register of members or holders of designated financial instruments or of any extract thereof.

“Company” means this company;

“Debt Securities” means debentures, loan stock, bonds or other securities creating or otherwise acknowledging indebtedness, but excluding such securities that are issued as debt securities but have an option or right to be converted into share capital of the Company;

“Directors” means the Directors of the Company.

“Equity Securities” means shares in the Company of whatever class or any other securities that can be converted or exchanged into, or which carry the right to subscribe for, share/s of whatever class in the Company

“Listed Security/ies” means Debt or Equity Securities of the Company that have been admitted to trading on a Regulated Market;

“Member” means a holder of shares in the Company;

“recognised jurisdiction” shall have the same meaning as defined in the Financial Markets Act (Chapter 345 of the Laws of Malta);

“Regulated Market” shall have the same meaning as defined in the Financial Markets Act (Chapter 345 of the Laws of Malta) and shall include any other stock exchange or multilateral system regulated and/or authorised in a recognised jurisdiction;

“Regulation” means Council Regulation (EC) No 2157/2001 of 8 October 2001 on the Statute for a European Company (SE);

“Securities” means Debt and/or Equity Securities

2. RESOLUTIONS

A resolution in writing signed by all the Directors appearing as Directors of the Company from time to time in the public register of the Company at the Registry of Companies, shall be valid and effectual as if it had been passed at a meeting of the board of directors of the Company duly convened and held.

Several distinct copies (including fax copies) of the same document or resolution signed by each of the Directors shall when placed together constitute one writing for the purposes of this Article.

3. SHARE CAPITAL AND VARIATION OF RIGHTS

- (a) Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by ordinary resolution determine.
- (b) 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.
- (c) Subject to the provisions of Article 3(b) 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.
- (d) The Directors may if they so deem fit, cause any or all of the Debt or Equity Securities of the Company, irrespective of their class, whether issued or to be issued pursuant to these Articles, to be admitted to trading on any Regulated Market they consider to be appropriate. The Directors may also, if they deem so fit, also seek to admit to trading any or all of Debt or Equity Securities on more than one Regulated Market.
- (e) Subject to the provisions of Article 115 of the Companies 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 of the shares may by extraordinary resolution determine.
- (f) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of the issue of shares of that class) may, whether or not the Company is being wound up, be varied with the sanction of an extraordinary resolution passed at a separate general meeting of the

holders of that class of shares and of any other class affected thereby. To every such separate general meeting the provisions of these Articles relating to general meetings shall apply.

- (g) Without prejudice to articles 5(b) and (c) all shares in the Company shall be freely transferable.
- (h) 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 Companies Act. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.
- (i) Subject to Article 88 of the Act, the Company in issuing and allotting new Equity Securities:
 - (A) shall not allot any of them 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 Equity Securities which is as nearly as practicable equal to the proportion in nominal value held by him of the aggregate of the Equity Securities in the Company; and
 - (B) shall not allot any of those Equity Securities to any person, unless the Members in General Meeting otherwise determine, before the expiration of any period of offer made to existing Members in terms of Article 3(i)(A) or before a negative or positive reply from all such holders in terms thereof. Any such Equity Securities not subscribed for by the existing Members in terms of their pre-emptive right, may be offered for subscription to the general public under the same or other conditions which however cannot be more favourable than an offer made under Article 3(i)(A).

Provided that the provisions of Article 3(i)(A) and 3(i)(B) shall not apply in respect of a particular allotment of Equity Securities where the Company has by extraordinary resolution in General Meeting resolved that the statutory pre-emption requirements shall be restricted or withdrawn, or where the Company by extraordinary resolution in General Meeting shall have resolved to authorise the Board of Directors to restrict or withdraw the statutory pre-emption requirements if the Board of Directors is authorised to issue Securities in accordance with Article 85 of the Companies Act and for as long as the Board of Directors remains so authorised.

- (j) Article 3(i) 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.
- (k) Except in so far as the Directors may otherwise determine and as may be permitted by applicable laws or regulations, a Member holding Equity Securities 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 3(i). 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 3(i).
- (l) The Company is authorised to acquire its own shares, including the Preference Shares, in terms of Article 106 of the Act.
- (m) In respect of a share held jointly by several persons the name of only one 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.

- (n) The Directors shall not be bound by or required to recognise, even when having notice hereof, any trust, nominee, equitable, contingent, future or particular representative interest, in any Securities of the Company, other than an absolute right to the entirety thereof in the registered holder.
- (o) Without prejudice to Article 3(p), every person who is the holder of shares in the Company shall be entitled without payment to receive one certificate for all his shares or several certificates each for one or more of his shares. If a share certificate be defaced, lost or destroyed, it may be renewed on application of the Member on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company for investigating evidence as the Directors think fit. In the event of joint holders, the Company shall not be bound to issue more than one certificate, and delivery of one certificate for a share to any one of the several joint holders thereof shall be sufficient delivery to all.
- (p) In relation to any Listed Securities, the Company may opt not to issue a certificate to its Members. In such a case, a holder of the Listed Securities shall be entitled to receive from the applicable Central Securities Depository a document evidencing his registration as a holder of the Listed Securities the Company in the number of Listed Securities held, or such other evidence as may from time to time be prescribed by or under any applicable rules or regulations.
- (q) If a Member holds any Listed Securities on behalf of or as trustee for a Beneficiary, that Member must, upon written request by the Company, within five days of such request, disclose in writing to the Company:
 - a) The identity of each Beneficiary; and
 - b) The number and class of Listed Securities held for each Beneficiary.

For the purposes of this article 3(q) the word 'Beneficiary' means the holder of the beneficial interest in any Listed Securities, including without limitation any person:

- i. Who is married in community of property to a Beneficiary;
- ii. Who is the parent of a minor child who is a Beneficiary;
- iii. Acts in terms of an agreement with a Beneficiary and the agreement relates to their co-operation for the acquisition, disposal or any other matter relating to a beneficial interest in that Security;
- iv. Being the holding company of a company that is a Beneficiary;
- v. Who is entitled to exercise or control the exercise of the majority of the voting rights at general meetings of a legal person that is a Beneficiary; or
- vi. Who gives directions or instructions to a legal person who is a Beneficiary and where the directors or the trustees of the Beneficiary are accustomed to act in accordance with that person's directions or instructions.

4. CALL ON SHARES

- (a) The Directors may from time to time make calls upon the Members in respect of any monies unpaid on their shares. Any Member shall be entitled to at least fourteen days written notice specifying the date, time and place of payment. A call may be revoked or postponed as the Directors may determine.
- (b) 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.
- (c) The joint holders of a share shall be jointly and severally liable for the payment of calls on their shares.
- (d) 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 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.
- (e) 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.
- (f) The Directors may differentiate between the holders as to the amount of calls to be paid and the times of payment.
- (g) 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 Members paying such sum in advance.
- (h) 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 said 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.

5. TRANSFER

- (a) All transfers and transmissions of Listed Securities shall be subject to the rules and regulations of the relevant Regulated Market as may be in force from time to time. These Articles shall apply only insofar as they are not inconsistent therewith.
- (b) The Directors may except in the case of a transfer of a share that is the direct result of a judicial sale by auction or bankruptcy proceedings, in their absolute discretion, and without assigning any reason therefor, refuse to register any transfer of a share that is not a fully paid share.

- (c) The Directors may, in their absolute discretion, and without assigning any reason therefor, refuse to register any transfer of a Listed Security where the transfer form is not completed in accordance with the requirements of applicable law or where any applicable transfer, stamp or similar duty has not been paid in relation to such transfer.
- (d) In the case of Securities other than Listed Securities, the Directors may decline to recognise any instrument of transfer and refuse to register the transfer if:
 - (i) duty in terms of the Duty on Documents and Transfers Act, 1993, if applicable, has not been paid in relation to the instrument of transfer;
 - (ii) the instrument of transfer executed by or on behalf of the transferor and the transferee is not left at the registered office of the Company 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
 - (iii) the instrument of transfer is not in respect of only one (1) class of Securities; or
 - (iv) the instrument of transfer is in respect of Securities pledged in terms of a pledge agreement duly notified to the Company; or
 - (v) the instrument of transfer is in respect of Securities the transfer of which has been prohibited by law or by an order of the court or
 - (vi) if the instrument of transfer is in respect of a part of a Security.

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.

- (e) The registration of transfers 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.
- (f) In the case of the death of a holder of Securities, his Securities 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 Securities shall devolve, whether sole or joint, from any liability in respect of any Security solely or jointly held by him/them.
- (g) Any person becoming entitled to Securities not admitted to trading on a Regulated Market 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 either:
 - A. to be registered himself as the holder of the Securities, in which case he shall deliver or send to the Company a notice in writing signed by him stating that he so elects; OR
 - B. to have another person registered as the holder of the Securities, in which case he shall testify his election by delivering an executed share transfer instrument

to the Company. 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 Securities which are not listed, may at any time give notice requiring any such person to elect either to be registered himself or to transfer the shares, 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.

- (h) A person becoming entitled to a Security 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 Security be entitled in respect of it to exercise any right conferred by Membership in relation to meetings of the Company.

6. FORFEITURE OR SURRENDER OF SHARES

- (a) 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 interests which may have accrued, 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.
- (b) 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 of the Company 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.
- (c) 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 directory 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.
- (d) 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 Companies Act.

- (e) 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.

7. PLEDGING OF SECURITIES

- (a) The Members may enter into any agreement relating to the pledging of their shares or the creation of any rights in connection with the said shares for any reason they may deem fit and with such third parties as they deem appropriate.
- (b) The holders of other securities issued by the Company may enter into any agreement relating to the pledging of their securities or the creation of any rights in connection with the said securities for any reason they may deem fit and with such third parties as they deem appropriate.
- (c) Upon the Company being notified of such a pledge agreement, the Company shall record that fact in its register of Members or debentures.

8. REGISTERS

- (a) Any register for Securities shall be kept at the registered office of the Company. Any register may be kept in accordance with the 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.
- (b) In the case of Securities which have been admitted to trading on a Regulated Market, the Directors may delegate the duties relating to the maintaining and updating of the register to a Central Securities Depository or any other equivalent entity.

9. MEETINGS

All meetings of the Board of Directors and any general meeting of the Members of the Company shall be held in such place as the Directors may determine from time-to-time.

10. GENERAL MEETINGS

- (a) The Annual General Meeting of the Company shall be held at such time and at such place as the Directors shall appoint.
- (b) All General Meeting other than the Annual General Meeting shall be called Extraordinary General Meetings.
- (c) The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Article 129 of the Companies Act.

11. NOTICE OF GENERAL MEETINGS

- (a) Notice of any general meeting shall be given to all members of the Company who have the right to attend and vote at the said meeting, to all directors and to the auditors of the Company.
- (b) 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.

- (c) A notice convening an Annual 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.

- (d) 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.
- (e) 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.

12. PROCEEDINGS AT GENERAL MEETINGS

- (a) All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an Annual General Meeting with the exception of:

- (i) declaring a dividend,
 - (ii) the consideration of the accounts and balance sheets,
 - (iii) the reports of the Directors and auditors, and
 - (iv) the appointment of, and the fixing of the remuneration of, the auditors.
- (b) No business shall be transacted at a General Meeting of the Company unless a quorum of Members is present at the time the meeting proceeds to business.
- (c) Any two Members holding shares granting the right to vote in the Company shall form a quorum. Provided that should there not be a quorum within half an hour of the appointed time, the Member or Members present shall constitute a quorum and the meeting can then proceed to transact business.
- (d) Except as provided for in clause 9 of the Memorandum of Association, each share shall entitle the member to one (1) vote.
- (e) The Chairman, if any, of the Board of Directors 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 fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be chairman of the meeting.

If at any meeting no Director is willing to act as chairman or if no Director is present within fifteen (15) minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairman of the meeting.

This requirement shall not apply if the Chairman or members of the Board of Directors are in a country different from that in which the general meeting is being held.

- (f) The chairman of the meeting may, with the consent of any general 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 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.
- (g) At any General Meeting a resolution put to the 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:
 - (i) the Chairman; or
 - (ii) by at least three (3) Members present in person or by proxy; or
 - (iii) any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting power of all Members having the right to vote at that meeting; or
 - (iv) 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 one-tenth 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.

- (h) The demand for a poll may be withdrawn.
- (i) 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 demanded.
- (j) In the case of equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall have a second or casting vote.
- (k) A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the Meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- (l) Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a poll every Member shall have one (1) vote for each share of which he is the holder. Such right to vote whether on a show of hands or on a poll may be exercised by the holder thereof either personally or by proxy. On a poll, a Member entitled to more than one (1) vote need not, if he votes, whether in person or by proxy, use all his votes or cast all the votes he uses in the same way.
- (m) No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
- (n) 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.
- (o) The appointment of a proxy shall be by an instrument in the following form or a form as near thereto as circumstances permit:

Brait 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)”

- (p) 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 telefax or cable appointing a proxy pursuant to the last preceding Article shall be respectively deposited or received at the registered office of the Company 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.
- (q) 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.
- (r) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (s) Proxies may be given by means of a telex, telefax or cable and the person so appointed shall enjoy all the rights of the person issuing such a proxy provided that the veracity of the source of the telex, telefax or cable is confirmed and accepted by the Chairman of the meeting at which it is produced in accordance with paragraph (p) hereof.

13. THE BOARD OF DIRECTORS

- (a) The administration and management of the Company shall be vested in a Board of Directors.
- (b) Directors, other than the first Directors, shall be appointed by means of an ordinary resolution of the Company in general meeting. Provided that the continuing directors may appoint another person in order to fill any vacancy or vacancies arising from the death, resignation, removal or otherwise of one or more directors. A person appointed by the directors to fill a casual vacancy shall hold office until the next following annual general meeting.

Without prejudice to the aforementioned powers of the directors, any casual vacancy may also be filled by the Company in general meeting.

- (c) 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.

- (d) The remuneration of the Directors shall from time to time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.
- (e) The Directors shall have the powers mentioned in the Memorandum of Association as further defined hereafter:
- (i) The Board of Directors may from time to time borrow or raise any sum or sums of money upon any terms as to interest or otherwise as it may deem fit, and for the purpose of securing the same or for any other purpose, grant any mortgage or hypothec on any of the assets of the Company and/or create and issue any perpetual or redeemable debentures or debenture stock or charge on the undertaking or the whole or any part of the assets, present or future, of the Company; and any debentures, debenture stock and other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawing, allotments of shares, attending and voting at general meetings of the Company and otherwise.
- (ii) 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.
- (iii) The Directors shall cause minutes to be made in books provided for such purpose:
- (a) of all appointments of officers made by the Directors;
- (b) of the names of Directors present at each meeting of the Directors or committees of Directors;
- (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.
- (iv) 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 premiums for the purpose of provision of any such gratuity, pension or allowance.
- (v) A Director shall declare his interest in any contract or arrangement which is being discussed by the Board of Directors or which is being or may be entered into by the Company. He shall not be precluded from voting at any meeting where such contracts or arrangements are being considered.

14. PROCEEDINGS AT BOARD OF DIRECTORS

- (a) The business of the Company shall be managed by 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 Regulation or by the Memorandum and Articles required to be exercised or done by the Company in General Meeting. In so acting, the Directors shall in all cases conform to the provisions of the Act, the Regulation, the Memorandum, these Articles, 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.
- (b) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Provided that the Directors shall hold a meeting at least once every three months.
- (c) Questions arising at any meeting shall be decided by a majority of votes. In case of 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.
- (d) The quorum necessary for the transaction of the business of the Directors, shall be a majority of Directors present in person or by their Alternate Director.
- (e) The Directors may elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within five (5) minutes after the time appointed for holding same, the Directors present may choose one of their number to be chairman of the meeting.
- (f) The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors, and subject to any such regulations, it shall regulate its proceedings in like manner as if its meetings were meetings of the Directors.
- (g) The Directors may from time to time appoint one or more of their body to the office of managing director for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. His appointment shall be automatically terminated if he ceases to be a Director.
- (h) A managing director shall receive such remuneration as the Directors, subject to the approval of the Company in general meeting, may from time to time determine.
- (i) The Directors may entrust to and confer upon a managing director 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 and may from time to time revoke, withdraw, alter or vary all or any of such powers.

15. REPRESENTATION AND DELEGATION

- (a) The person representing the Company may by instrument in writing delegate his powers of representation, including the power to sub-delegate, to such other persons as he deems fit.
- (b) Without prejudice to the provisions of Clause 10 of the Memorandum of Association, the Company may upon resolution of its Board of Directors, appoint by instrument in writing any person as its legal and/or judicial representative with full powers, including the power of substitution, to represent the Company, and in particular but without prejudice to the generality of the foregoing, to enter into any agreement, whether by public deed or by private writing or instrument, on behalf of the Company, and to sign and execute any documents on behalf of the Company.
- (c) For the purposes of this Article, an authenticated extract of the minutes of the Board of Directors shall be treated as an instrument in writing.

16. SECRETARY

- (a) The appointment or replacement of the Company Secretary and the remuneration and conditions of holding office shall be determined by the Directors.
- (b) The Company Secretary shall be responsible for keeping:
 - (i) the minute book of general meetings of the Company;
 - (ii) the minute book of meetings of the Board of Directors;
 - (iii) the register of Members;
 - (iv) the register of debentures; and
 - (v) such other registers and records as the Company Secretary may be required to keep by the Board of Directors.

In the case of Listed Securities, the Company 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.

- (c) The Company Secretary shall:
 - (i) ensure that proper notices are given of all meetings; and
 - (ii) ensure that all returns and other documents of the Company are prepared and delivered in accordance with the requirements of the Companies Act.

17. DIVIDENDS AND RESERVES

- (a) The Company in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the Directors.
- (b) A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets, and the Directors shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient.

For the avoidance of doubt, nothing in these Articles shall preclude the Company in general meeting from offering to pay dividends to its Members by any means, including but not limited to scrip dividends.

- (c) 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. Such interim dividends may be satisfied wholly or partly by the distribution of assets.

For the avoidance of doubt, nothing in these Articles shall preclude the Directors from offering to pay interim dividends to the Members by any means, including but not limited to scrip dividends.

- (d) No dividend shall be paid otherwise than out of profits.
- (e) The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums 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 of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to distribute.
- (f) Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, 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 purposes of this Article as paid on the share. 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.
- (g) 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 of the Company.
- (h) No dividend shall bear interest against the Company.

18. ACCOUNTS

The Directors shall from time to time determine whether and to what extent and at what times and places 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 of the Company except as conferred by law or authorised by the Directors or by the Company in general meeting.

19. CAPITALISATION OF RESERVES

- (a) 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 any of the Company's reserve accounts or to 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 and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution:

Provided that a share premium account and a capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to Members of the Company as fully paid bonus shares:

Provided further that the Directors may in giving effect to such resolution make such provision by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions.

- (b) (i) Without prejudice to the provisions of article 19(a) above, the Company may, at its discretion, grant to all Members the right to choose to receive a cash dividend instead of all or part of their entitlement to Bonus Shares being issued by the Company, and the provisions of article 17 hereof shall apply to the said cash dividend. When such option is granted by the Company, any Member who elects to receive a cash dividend instead of all or part of his entitlement to the Bonus Shares shall have the right to receive from the Company a cash amount which is as nearly as possible equal to the relevant amount in the Company's reserves which would have otherwise been applied in paying up the Accounting Par Value of the Bonus Shares to be issued to such Member (the "Relevant Value").
- (ii) The Relevant Value shall be determined by the Board of Directors from time to time.
- (iii) Members shall be informed by the Company of their right to elect to receive a cash dividend instead of the Bonus Shares by means of a notice in writing. Accidental failure to send or receive such notice shall neither invalidate the offer nor give rise to any claim, suit or action.
- (c) For the purposes of this Article 19:
- (i) "Bonus Shares" shall refer to any shares issued by the Company through the capitalisation of any amounts standing to the credit of the company's profit and loss account or other distributable reserves, share premium account, capital redemption reserve and any other non-distributable reserve.
- (ii) "Accounting Par Value" means in relation to each share, its nominal value and share premium, if any, or its nominal value and notional share premium, if any, as the case may be.

20. EXTRAORDINARY RESOLUTIONS

A resolution shall be an extraordinary resolution where -

- (a) it has been taken at a general meeting of which notice specifying the intention to propose the text of the resolution as an extraordinary resolution and the principal purpose thereof has been duly given; and
- (b) 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 per centum (75%) in nominal value of the shares represented and entitled to vote at the meeting and at least fifty-one per centum (51%) in nominal value of all the shares entitled to vote at the meeting.

An extraordinary resolution shall be required for :

- (a) any changes to the Memorandum or Articles of Association of the Company including any change of name of the Company;
- (b) any reduction of the issued capital of the Company;
- (c) the winding up of the Company; and
- (d) the registration of the Company as continued in an approved country or jurisdiction as if it had been incorporated or registered under the laws of that other country or jurisdiction.

21. WINDING UP

- (a) The Company shall be wound up by an extraordinary resolution of the Company.
- (b) If the Company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Companies Act, divide amongst the Members “in specie” or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the numbers of different classes of Members. The liquidator may, with like sanction, vest the whole or any part of such assets in trusts for the benefit of the beneficiaries as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

22. NOTICES

Notice under these Articles shall be given in accordance with this Article. Any notice must be served by post, fax or electronic mail and shall be deemed to have been served, in the case of post seven calendar days immediately following that on which it was posted and in the case of a fax or electronic mail on the day of transmission, and in providing such service it shall be sufficient to prove that the notice was addressed properly and posted or transmitted to such fax number or electronic mail address as may be notified by the Members and Directors to the Company.

23. MEETINGS BY TELEPHONE

A person is entitled to participate at a meeting of the Board of Directors or at any General Meeting by means of telephone conference link or through any communication equipment that allows all persons participating in the meeting to hear and speak to each other, provided the other Members or Directors agree to such participation. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is. The chairman of the meeting shall sign on behalf of the person participating by such electronic means and shall record the fact that all persons present at the meeting have agreed to such participation.

24. INDEMNITY

Every managing director, Director holding any other executive office or other Director, and every agent, or company 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.

25. INSURANCE

The Company may purchase and maintain Director's and officer's liability insurance from a reputable insurer covering any acts or omissions. Such insurance may be taken out on customary terms with an amount of coverage of such amount as may be determined by the Company from time to time.

Dr Anjelica Camilleri de Marco (Maltese Identity Card No. 619482M)
Company Secretary