

COMPANIES ACT 2014
PUBLIC COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
PETREL RESOURCES PUBLIC LIMITED COMPANY
(As adopted by Special Resolution dated February 2021)

PRELIMINARY

1. The provisions set out in these Articles of Association shall constitute the whole of the regulations applicable to the Company and no “optional provision” as defined by Section 1007(2) of the Companies Act 2014 (with the exception of Sections 83 and 84 of the Companies Act 2014) shall apply to the Company.

2.

(a) In these Articles:

“**Act**” means the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force;

“**Acts**” means the Act and all statutes and statutory instruments which are to be read as one with, or construed or read together with or are one with the Act and every statutory modification and re-enactment thereof for the time in force;

“**Approved Exchange**” means any of Euronext Dublin, the London Stock Exchange plc (or such body or bodies as may succeed to their respective functions) and any other stock and/or investment exchange(s) which may be approved at any time by the Board for the purpose of listing and/or admission to trading for any shares in the Company on any such exchange(s);

“**Approved Market**” means a market operated by an Approved Exchange;

“**Board**” means the board of Directors”;

“**central securities depository**” has the meaning given to that term in the CSD Regulation.

“**CSD Regulation**” means Regulation (EU) No. 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories and amending Directives 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012.

“**Directors**” means the Directors for the time being of the Company or the Directors present at a meeting of the Board and includes any person occupying the position of Director by whatever name called (other than alternate directors);

“electronic communication” has the meaning given to such expression in section 2 of the Electronic Commerce Act, 2000.

“Euroclear Bank”, means Euroclear Bank SA/NV, a company incorporated in Belgium.

“Euroclear Nominees” means Euroclear Nominees Limited, a wholly owned subsidiary of Euroclear Bank, established under the laws of England and Wales with registration number 02369969.

“Euronext Dublin” means the Irish Stock Exchange PLC, trading as “Euronext Dublin”;

“Group” means the Company and its subsidiaries for the time being;

“intermediary” has the meaning given to that term in Section 1110A of the Act.

“Holder” means in relation to any Share, the member whose name is entered in the Register as the holder of the Share;

“owner of any share” means in respect of shares held in book entry form in a central securities depository, acting in its capacity as operator of a securities settlement system (including, without limitation, where shares are held by Euroclear Nominees as nominee of Euroclear Bank), a person who would be entitled to be entered into the Register in respect of such shares (or an equivalent number of shares in a pool held by such central securities depository, as the case may be) if such shares were withdrawn from the securities settlement system in accordance with the procedures and processes of such securities settlement system, and for the purposes of this definition, shares held in book entry form in a securities settlement system shall include interests in shares represented by CDIs credited to the account of the CREST Nominee in the Euroclear System, as nominee and for the benefit of the CREST Depository (or the account of such other nominee(s) of the CREST Depository as it may determine).

“Register” means the register of members to be kept as required by the Act.

“Secretary” means any person appointed to perform the duties of the Secretary of the Company;

“securities settlement system” means a securities settlement system (as defined in the CSD Regulation) operated by a central securities depository.

“office” means the registered office for the time being of the Company.

“Seal” means the Common Seal of the Company.

- (b) Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.
- (c) Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Acts or in any statutory modification thereof in force at the date at which these Articles become binding on the Company.

- (d) References herein to any enactment shall mean such enactment as the same may be amended and may be from time to time and for the time being in force.
- (e) References herein to an “uncertificated share” or to a share being held in “uncertificated form” are references to that share being an “uncertificated unit” of a security, and references to a “certificated share” or to a share being held in “certificated form” are references to that share being a unit of a security which is not an uncertificated unit of a security.

SHARE CAPITAL, VARIATION OF RIGHTS AND MIGRATION

- 3. The share capital of the Company shall be €10,000,000 divided into 800,000,000 Ordinary Shares of €0.0125 each ranking pari passu in all respects:
- 4.
 - (a) Without prejudice to any special rights previously conferred on the Holders of any existing shares or class or shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to divided, voting, return of capital or otherwise, including restrictions on transferability (where, in the case of shares admitted on any Approved Market, compatible with the requirements of the Approved Market), as the Company may from time to time by Ordinary Resolution determine.
 - (b) Without prejudice to the power conferred on the Company by paragraph (a) of this Article, the Directors may on the allotment and issue of any shares impose restrictions on the transferability or disposal of the shares comprised in a particular allotment as may be considered by the Directors to be in the best interests of the shareholders as a whole.
 - (c) Subject to any restrictions which may be imposed pursuant to these Articles (including, but not limited to, Article 17C) or otherwise in respect of any share and/or on the exercise of any of the rights referred to in this Article 4(c), where the owner of any share which is recorded in book-entry form in a central securities depository where such share is registered in the name of a nominee of the central securities depository acting in its capacity as operator of a securities settlement system (including, without limitation, where shares are held by Euroclear Nominees as nominee of Euroclear Bank) the Directors may in their absolute discretion exercise their powers in a way that would confer on such owner of a share the benefit all of the rights conferred on a member with respect to those shares by Articles 51, 52 and 75 and sections 37(1), 105(8), 112(2), 146(6), 178(2), 178(3), 180(1) and 1104 of the Act, provided that the owner of such share has notified the Company in writing that it is the owner of such share and that the notification is accompanied by such information and other evidence as the Directors may reasonably require to confirm such ownership of that share (which may include the name of (i) the owner of such share and (ii) any person who has an interest in such share and the nature and extent of the interest of each such person). This Article 4(c) is subject to and shall only become effective in accordance with Article 4(j).
 - (d) Subject to any restrictions which may be imposed pursuant to these Articles (including, but not limited to, Article 17C) or otherwise in respect of any share and/or in respect of any of the matters referred to in this Article 4(d), the references a member, a holder of a share or a shareholder in Articles 52, 55, 56, 58 130, 132, 136 and 137 and sections

89(1), 111(2), 180, 228(3), 228(4), 251(2), 252(2), 339 (1) - (7), 374(3), 392(6), 427, 457, 459, 460(4), 1137(4), 1147 and 1159(4) of the Act may be deemed by the Directors (in their absolute discretion) to include a reference to an owner of a share who has satisfied the requirements in Article 4(c) with respect to that share. This Article 4(d) is subject to and shall only become effective in accordance with Article 4(j).

- (e) Subject to any restrictions which may be imposed pursuant to these Articles (including, but not limited to, Article 17C) or otherwise in respect of any share and/or in respect of any of the matters referred to in this Article 4(e), all persons who the Directors deem (in their absolute discretion) as being eligible to receive notice of a meeting by virtue of Article 4(c) at the date such notice was given, served or delivered in accordance with Article 136, may also be deemed eligible by the Directors to attend at the meeting in respect of which the notice has been given and to speak at such meeting provided that such person remains an owner of a share at the relevant record date for such meeting. This Article 4(e) is subject to and shall only become effective in accordance with Article 4(j).
 - (f) Neither Article 4(e) above nor the reference to Article 75 in Article 4(c) shall entitle a person to vote at a meeting of the Company or exercise any other right conferred by membership in relation to meetings of the Company. This Article 4(f) is subject to and shall only become effective in accordance with Article 4(j).
 - (g) Where two or more persons are the owner of a share, the rights conferred by this Article 4 shall not be exercisable unless all such persons have satisfied the requirements in Article 4(c) with respect to that share. This Article 4(g) is subject to and shall only become effective in accordance with Article 4(j).
 - (h) In the case of the death of an owner of a share, the survivor or survivors where the deceased was a joint owner of the share, and the personal representatives of the deceased where he or she was a sole holder, shall be the only persons recognised by the Company as the persons entitled to exercise any rights conferred by Article 4(c) in respect of that share provided that they or the deceased owner have satisfied the requirements in Article 4(c) with respect to that share. This Article 4(h) is subject to and shall only become effective in accordance with Article 4(j).
 - (i) Any notice or other information to be given, served or delivered by the Company to an owner of a share pursuant to this Article 4 shall be in writing (whether in electronic form or otherwise) and served or delivered in any manner determined by the Directors (in their absolute discretion) in accordance with the provisions of Article 136. The Company shall not be obliged to give, serve or deliver any notice or other information to any person pursuant to this Article 4 where the Company is not in possession of the information necessary for such information to be given, served or delivered in the manner determined by the Directors in accordance with the preceding sentence.
 - (j) Articles 4(c) to 4(i) shall only become effective upon the Migration (as defined in Article 17A) becoming effective.
5. If at any time the share capital is divided into different classes of shares the rights attached to any class may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the Holders of three-fourths of the issued shares in that class, or with the sanction of a Special Resolution passed at a separate general meeting of the Holders of the shares of that class. To every such separate general meeting the provisions of these

Regulations relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of that class. If at any adjourned meeting of such Holders a quorum as above defined is not present within thirty minutes of the time appointed for the adjourned meeting, those members who are present in person or by proxy shall be a quorum. Any Holders of shares of that class present in person or by proxy may demand a poll.

6. The rights conferred upon the Holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
7.
 - (a) Subject to the provisions of these Articles relating to new shares, the shares shall be at the disposal of the Directors, and they may (subject to the provisions of the Acts) allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as they may consider to be in the best interests of the Company and its shareholders. but so that no share shall be issued at a discount and so that, in the case of share offered to the public for subscription the amount payable on application on each share shall a discount and so that, in the case of shares offered to the public for subscriptions the amount payable on application on each share shall not be less that one quarter of the nominal amount of the share and the whole of any premium thereon.
 - (b) The Directors be and are hereby generally and unconditionally authorised pursuant to Section 1021 of the Act, in substitution for all existing such authorities, to exercise all powers of the Company to allot relevant securities (within the meaning of Section 1021 of the Act) provided that such power shall be limited to the allotment of relevant securities up to an amount equal to aggregate nominal value the authorised but unissued ordinary share capital of the Company from time to time. The authority hereby conferred shall expire on 24 July 2024, unless previously revoked, renewed or varied by the Company in General Meeting, save that the Company may before such expiry date make an offer or agreement which would or might require relevant securities to be allotted after such authority has expired and the Directors may allot relevant securities in pursuance of such offer or agreement as if the authority hereby conferred had not expired.
 - (c) That the Directors be and are hereby empowered pursuant to Section 1022 and Section 1023(3) of the Act, in substitution for all existing such authorities, to allot equity securities (within the meaning of Section 1023 of the Act) for cash pursuant to the authority conferred by resolution number 7(b) above as if Section 1022(1) of the Act, did not apply to any such allotment provided that this power shall be limited to the allotment of equity securities (including, without limitation, any shares purchased by the Company pursuant to the provisions of the Act and held as treasury shares) up to an amount equal to the aggregate nominal value of the authorised but unissued ordinary share capital of the Company from time to time. The authority hereby conferred shall expire on 24 July 2024, save that the Company may before such expiry, make an offer or agreement which would or might require relevant securities to be allotted after such authority has expired and the Directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the power hereby conferred had not

expired. The authority hereby conferred may be renewed, revoked or varied by special resolution of the Company.

8. Without prejudice to the generality of the powers conferred on the Directors by Article 7, the Directors may from time to time grant options to subscribe for the unissued shares in the unissued shares in the capital of the Company to persons in the service or employment of the Group (including Directors holding executive offices), on such terms and subject to such conditions as the members of the Company in general meeting may from time to time approve.
9. The Company may exercise the powers of paying commissions conferred by the Act, provided that the rate per cent and the amount of the Commission paid or agreed to be paid shall be disclosed in the manner required by that section, and the rate of the commission required by that section, and the rate of the commission shall not exceed the rate of 10 per cent of the price at which the shares in respect whereof the same is paid are issued or an amount equal to 10 per cent of such price (as the case may be). 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. The Company may also, on any issue of shares, pay such brokerage as may be lawful.
10.
 - (a) Except as required by law, or as provided in Article 10b no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice hereto) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder: this shall not preclude the Company from requiring the members or a transferee of shares to furnish the Company with information as to the beneficial ownership of any share when such information is reasonably required by the Company.
 - (b) Where shares are registered in the name of a nominee of a central securities depository acting in its capacity as operator of a securities settlement system (including, without limitation, where shares are held by Euroclear Nominees as nominee of Euroclear Bank) all rights attaching to such shares may be exercised on the instructions of the central securities depository and the Company shall have no liability to such nominee (including Euroclear Nominees) where it acts in response to such instructions.
11.
 - (a) Every member shall in the case of shares held in certificated form be entitled, on request and without payment, to receive within two months after allotment or lodgement of a transfer (unless the conditions of issue provide for a longer period) one certificate for all the shares of each class held by him or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine provided that the Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint Holder shall be a sufficient delivery to all of them. Every certificate shall be sealed with the Seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the

amount or respective amounts paid up thereon. The Company shall not be required to register more than four persons as joint Holders of any share (except in the case of executors or trustees of a deceased member). The obligation on the Company to issue a new certificate under this Article or to issue a new, balance, exchange or replacement certificate under any other provision of these Articles shall be subject always to the provisions of the CSD Regulation (including, without limitation, Article 3(1) thereof) and any other applicable law.

- (b) The Company may issue warrants to subscribe (by whatever name they are called) to any person to whom the Company has granted the right to subscribe for shares in the Company (other than under a share option scheme for employees) certifying the right of the registered holder thereof to subscribe for shares in the Company upon such terms and conditions as the right may have been granted.
 - (c) The Company may, if and to the extent the law for the time being so permits, send or supply share certificates to members of the Company by means of electronic communication.
 - (d) Where some only of the shares comprised in a share certificate are transferred the old certificate shall be cancelled and a new certificate for the balance of such share shall be issued in lieu without charge.
 - (e) Any two or more certificates representing shares of any one class held by any member at his request may be cancelled and a single new certificate for such shares issued in lieu, without charge unless the Directors otherwise determine. If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Directors may comply, if they think fit, with such request.
12. If a share certificate be defaced, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company of investigating evidence as the Directors think fit.
13. The Company shall not give, whether directly or indirectly and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares in the Company or in its holding company, except as permitted by the Act.
14. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys whether immediately payable or not called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of any member (whether solely or jointly with others for all moneys immediately payable by him or his estate to the company, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation). The Company's lien on a share shall extend to all dividends payable thereon.
15. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is immediately payable, nor until the expiration of 14 days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists is

immediately payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.

16. To give effect to any such sale, the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the Holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
17. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as immediately payable, and the residue, if any, shall (subject to a like lien for sums not immediately payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

17A

- (a) To give effect to the Migration (as defined below), each Holder of the Migrating Shares is deemed to have consented and agreed to the following:
 - (i) the Company is irrevocably instructed to appoint any person (including any officer or employee of the Company, the Company's Registrar, Euroclear Bank and/or EUI) as attorney or agent for the Holders of the Migrating Shares to do everything necessary to complete the transfer of the Migrating Shares to Euroclear Nominees (or such other nominee(s) of Euroclear Bank as it may notify the Company in writing) and do all such other things and execute and deliver all such documents and electronic communications as may be required by Euroclear Bank or as may, in the opinion of such attorney or agent, be necessary or desirable to vest the Migrating Shares in Euroclear Nominees (or such other nominee(s) of Euroclear Bank as it may notify the Company in writing) and, pending such vesting, to exercise all such rights attaching to the Migrating Shares as Euroclear Bank and/or Euroclear Nominees may direct;
 - (ii) the Company's Registrar and/or the Secretary may complete the registration of the transfer of the Migrating Shares as described in this Article by registering the Migrating Shares in the name of Euroclear Nominees (or such other nominee(s) of Euroclear Bank as it may notify the Company in writing) without having to furnish the former Holder of the Migrating Shares with any evidence of transfer or receipt;
 - (iii) that once registered in the name of Euroclear Nominees (or such other nominee(s) of Euroclear Bank as it may notify the Company in writing):
 - (A) the Migrating Shares are to be held on a fungible basis so that a Holder of any of the Migrating Shares shall not be entitled to require the return of exactly the same Participating Securities as are transferred on its behalf as part of the Migration;
 - (B) Euroclear Bank and Euroclear Nominees are authorised to credit the interests of such Holders of the Migrating Shares in the relevant Migrating Shares (i.e. the Belgian Law Rights representing the Migrating Shares to which such Holder was entitled) to the account of the CREST Nominee (CIN (Belgium) Limited) in the Euroclear System, as nominee and for the benefit

of the CREST Depository (or the account of such other nominee(s) of the CREST Depository as it may determine);

- (C) Euroclear Bank and Euroclear Nominees are authorised to take any action necessary or desirable to enable the CREST Depository to hold the interests in the Migrating Shares referred to in sub-paragraph (ii) above on trust pursuant to the terms of the CREST Deed Poll or otherwise and for the benefit of the Holders of the CDIs (being the relevant Holders of the Migrating Shares); and
 - (D) Euroclear Bank and Euroclear Nominees are authorised to take any action necessary or desirable to enable the issuance of CDIs by the CREST Depository to the relevant Holders of the Migrating Shares, including any action necessary or desirable in order to authorise Euroclear Bank, Euroclear Nominees, the CREST Nominee and/or any other relevant entity to instruct the CREST Depository and/or EUI to issue the CDIs to the relevant Holders of the Migrating Shares pursuant to the terms of the CREST Deed Poll or otherwise;
- (iv) the Company's Registrar, the Secretary and/or EUI releasing such personal data of the Holder of the Migrating Shares to the extent required by Euroclear Bank, the CREST Depository and/or EUI to effect the Migration and the issue of the CDIs;
- (v) the attorney or agent appointed pursuant to this Article is empowered to do all or any of the following on behalf of the Holders of the Migrating Shares:
- (A) procure the issue by the Company's Registrar of such instructions in the Euroclear System or otherwise as are necessary or desirable to give effect to the Migration and the related admission of the Migrating Shares to the Euroclear System referred to in the Circular (including the procedures and processes described in the EB Migration Guide), including but not limited to the issuing by the Company's Registrar of the instructions referred to as MT 540 MKUP and MT 544 instructions in the EB Migration Guide and the EB Services Description in respect of the Migrating Shares and any other instructions as may be deemed necessary or desirable in order for:
 - (I) the interests in the Migrating Shares referred to in Article 17A(c)(ii) to be credited to the account of the CREST Nominee (CIN (Belgium) Limited) in the Euroclear System, as nominee and for the benefit of the CREST Depository (or the account of such other nominee(s) of the CREST Depository as it may determine);
 - (II) Euroclear Bank and/or Euroclear Nominees to be authorised to take any action necessary or desirable to enable the CREST Depository to hold the interests in the Migrating Shares referred to in sub-paragraph (A) above on trust pursuant to the terms of the CREST Deed Poll or otherwise and for the benefit of the Holders of the CDIs (being the relevant Holders of the Migrating Shares); and
 - (III) Euroclear Bank and/or Euroclear Nominees to be authorised to take any action necessary or desirable to enable the issuance of CDIs by the CREST Depository to the relevant Holders of the

Migrating Shares, including any action necessary or desirable in order to authorise Euroclear Bank, Euroclear Nominees, the CREST Nominee and/or any other relevant entity to instruct the CREST Depository and/or EUI to issue the CDIs to the relevant Holders of the Migrating Shares pursuant to the terms of the CREST Deed Poll or otherwise;

- (B) withdraw any Participating Securities from CREST and instruct the Company's Registrar, the Secretary and/or EUI to do all that is necessary so that the Register shall record such Participating Securities as no longer being in uncertificated form;
- (C) execute and deliver a form or forms of transfer or other instrument(s) or instruction(s) of transfer on behalf of the Holders of the Migrating Shares in favour of Euroclear Nominees or such other nominee(s) of Euroclear Bank as it may notify the Company in writing; and
- (D) execute and deliver such agreements or other documentation, electronic communications and instructions as may be required in connection with the admission of the Migrating Shares and any interest in them to the Euroclear System.

Notwithstanding any contrary provision in these Articles, the Company shall not be obliged to issue any certificates to Euroclear Nominees or such other nominee(s) of Euroclear Bank as it may notify the Company in writing following such transfers. For the purpose of this Article, the following words and expressions shall have the same meaning as defined in the circular issued by the Company on 22 January 2021 and dated 22 January 2021 (the "**Circular**"): "**Belgian Law Rights**", "**Company's Registrar**", "**CREST**", "**CREST Deed Poll**", "**CREST Nominee**", "**CREST Depository**", "**EB Migration Guide**", "**EB Services Description**", "**EUI**", "**Euroclear System**", "**Migration**", "**Migrating Shares**" and "**Participating Securities**".

- (b) Articles 11, 12 and 30b shall not apply to the Migration as approved by the Directors.
- (c) Notwithstanding anything in these Articles to the contrary and subject to the rules of the applicable central securities depository, the Directors may permit any class of shares to be held, and trades in those shares to be settled, through a securities settlement system operated by a central securities depository. Without prejudice to the generality and effectiveness of the foregoing:
 - (i) the Directors may make such arrangements or regulations (if any) as they may from time to time in their absolute discretion think fit for the purpose of implementing and/or supplementing the provisions of this Article and the Migration and the facilities and requirements of the securities settlement system and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this Article;
 - (ii) the Directors may utilise the securities settlement system to the fullest extent available from time to time in the exercise of the Company's powers or functions under the Acts or these Articles or otherwise in effecting any actions;

- (iii) for the purposes of Article 120 any payment in the case of shares held through a securities settlement system may be made by means of the securities settlement system (subject always to the facilities and requirements of the securities settlement system) and without prejudice to the generality of the foregoing, the making of a payment in accordance with the facilities and requirements of the securities settlement system concerned shall be a good discharge to the Company;
 - (iv) where any class of shares in the capital of the Company is held through a securities settlement system and the Company is entitled under any provisions of the Act, or the rules made and practices instituted by the central securities depository or under these Articles, to dispose of, forfeit, enforce a lien or sell or otherwise procure the sale of any such shares, such entitlement (to the extent permitted by the Acts and the rules made and practices instituted by the central securities depository):
 - (v) shall include the right to require the central securities depository of such securities settlement system to take such steps as may be necessary to sell or transfer such shares and/or to appoint any person to take such other steps in the name of the central securities depository (or its nominee(s)) as may be required to effect a transfer of such shares and such steps shall be as effective as if they had been taken by the central securities depository (or its nominee(s)); and
 - (vi) shall be treated as applying only to such shares held by the central securities depository or its nominee(s) and not to any other shares held by the central securities depository or its nominee(s).
- (d) The Holders of the Migrating Shares agree that none of the Company, the Directors, the Company's Registrar or the Secretary shall be liable in any way in connection with:
- (i) any of the actions taken in respect of the Migrating Shares in connection with the Migration and/or the matters in connection with the Migration referred to in the Circular (including the procedures and processes described in the EB Migration Guide), whether pursuant to the authorities granted by the Holders of the Migrating Shares pursuant to this Article, the resolutions passed at the extraordinary general meeting of the Company held on 23 February 2021 (or any adjournment thereof) or otherwise; and/or
 - (ii) any failures and/or errors in the systems, processes or procedures of Euroclear Bank and/or EUI which adversely affect the implementation of the Migration and/or the matters in connection with the Migration referred to in the Circular (including the procedures and processes described in the EB Migration Guide).

17B Disclosure of Interests

- (a) Notwithstanding the provisions of the immediately preceding Article, the Directors, at any time and from time to time if, in their absolute discretion, they consider it to be in the interests of the Company to do so, may give a notice to the Holder or Holders of any share (or any of them) requiring such Holder or Holders to notify the Company in writing within such period as may be specified in such notice (which shall not and in the case of a Holder or Holders of not less than 0.25 per cent of the class of shares concerned be less than fourteen days or in any other case be less than twenty eight days from the date

of service of such notice) of full and accurate particulars of all or any of the following matters, namely:-

- (i) his interest in such share;
 - (ii) if his interest in the share does not consist of the entire beneficial interest in it, the interests of all persons having any beneficial interest (direct or indirect) in the share (provided that one joint Holder of a share shall not be obliged to give particulars of interests of persons in the share which arise only through another joint Holder);
 - (iii) any arrangements (whether legally binding or not) entered into by him or any person having any beneficial interest in the share whereby it has been agreed or undertaken or the Holder of such share can be required to transfer the share or any interest therein to any person (other than a joint Holder of the share) or to act in relation to any meeting of the Company or of any class of shares of the Company in a particular way or in accordance with the wishes or directions of any other person (other than a person who is a joint Holder of such share); and
 - (iv) any information which the Company is entitled to seek pursuant to Section 1062 or Section 1110B of the Act.
- (b) If, pursuant to any notice given under paragraph (a) of this Article, the person stated to own any beneficial interest in a share or the person in favour of whom any Holder (or other person having any beneficial interest in the share) has entered into any arrangements referred to in sub-paragraph (a)(iii) of this Article, is a body corporate, trust, society or any other legal entity or association of individuals and/or entities, the Directors, at any time and from time to time if, in their absolute discretion, they consider it to be in the best interests of the Company to do so, may give a notice to the Holder or Holders of such share (or any of them) requiring such Holder or Holders to notify the Company in writing within such period as may be specified in such notice (which shall not be less than twenty-eight days from the date of service of such notice) of full and accurate particulars of the name and addresses of the individuals who control (whether directly or indirectly and through any number of vehicles, entities or arrangements) the beneficial ownership of all the shares, interests, units or other measure of ownership of such body corporate, trust, society or other entity or association wherever the same shall be incorporated, registered or domiciled or wherever such individuals shall reside provided that if at any stage of such chain of ownership the beneficial interest in any share shall be established to the satisfaction of the Directors to be in the ownership of any body corporate any of whose share capital is listed or dealt in on any bona fide stock exchange, unlisted securities market or over-the-counter securities market, it shall not be necessary to disclose details of the individuals ultimately controlling the beneficial interests in the shares of such body corporate.
- (c) Where an intermediary receives a notice under paragraphs (a) and/or (b) pursuant to Section 1110B of the Act and is in possession or control of the information to which such notice relates, it shall as soon as practicable provide the Company with that information. Any intermediary that receives such a notice and is not in possession or control of the information to which it relates shall as soon as practicable:
- (i) inform the Company that it is not in possession or control of the information;

- (ii) where the intermediary is part of a chain of intermediaries, transmit the request to each other intermediary in the chain known to the first-mentioned intermediary as being part of the chain; and
 - (iii) provide the Company with the details of each intermediary, if any, to which the request has been transmitted under sub-paragraph (ii).
- (d) The Directors, if they think fit, may give notices under paragraphs (a) and (b) of this Article at the same time on the basis that the notice given pursuant to paragraph (b) of this Article shall be contingent upon disclosure of certain facts pursuant to a notice given pursuant to paragraph (a) of this Article.
- (e) The Directors may require (before or after the receipt of any written particulars under this Article) any such particulars to be verified by statutory declaration.
- (f) The Directors may serve any notice pursuant to the terms of this Article irrespective of whether or not the Holder on whom it shall be served may be dead, bankrupt, insolvent or otherwise incapacitated and no such incapacity or any unavailability of information or inconvenience or hardship in obtaining the same shall be a satisfactory reason for failure to comply with any such notice provided that if the Directors in their absolute discretion think fit, they may waive compliance in whole or in part with any notice given under this Article in respect of a share in any case of bona fide unavailability of information or genuine hardship or where they otherwise think fit but no such waiver shall prejudice or affect in any way any non-compliance not so waived whether by the Holder concerned or any other joint Holder of the share or by any person to whom a notice may be given at any time.
- (g) For the purpose of establishing whether or not the terms of any notice served under this Article shall have been complied with the decision of the Directors in this regard shall be final and conclusive and shall bind all persons interested.
- (h) The provisions of this Article and Article 17C are in addition to, and do not limit, any other right or power of the Company, including any right vested in or power granted to the Company by the Act.
- (i) Unless otherwise required by applicable law, where a notice is served pursuant to the terms of this Article on the Holder of a share and such Holder is a central securities depository (or its nominee(s)) acting in its capacity as operator of a securities settlement system, the obligations of the central securities depository (or its nominee(s)) as a Holder pursuant to this Article shall be limited to disclosing to the Company in accordance with this Article such information relating to the ownership of or interests in the share concerned as has been recorded by it pursuant to the rules made and practices instituted by the central securities depository, provided that nothing in this Article shall in any other way restrict the powers of the Directors under this Article.

17C Restriction of Rights

- (a) If at any time the Directors shall determine that a Specified Event (as defined by paragraph (h) of this Article) shall have occurred in relation to any share or shares, the Directors may serve a notice to such effect on the Holder or Holders thereof. Upon the expiry of 14 days from the service of any such notice, such notice (in these Articles

referred to as a “**Restriction Notice**”), for so long as such Restriction Notice shall remain in force:-

- (i) no Holder or Holders of the share or shares specified in such Restriction Notice (in these Articles referred to as “**Specified Shares**”) shall be entitled to attend, speak or vote either personally, by representative or by proxy at any general meeting of the Company or at any separate general meeting of the class of shares concerned or to exercise any other right conferred by membership in relation to any such meeting; and
- (ii) the Directors shall, where the Specified Shares represent not less than 0.25 per cent of the class of shares concerned, be entitled:-
 - (A) to withhold payment of any dividend or other amount payable in respect of the Specified Shares; and/or
 - (B) to refuse to register any transfer of the Specified Shares or any renunciation of any allotment of new shares or debentures made in respect thereof unless such transfer or renunciation is shown to the satisfaction of the Directors to be an arm’s length transfer or a renunciation to another beneficial owner unconnected with the Holder or any person offering to have an interest in the Specified Shares (subject always to the provisions of paragraph (h) of this Article).
- (b) A Restriction Notice shall be cancelled by the Directors immediately after the Holder or Holders or other relevant person concerned shall have remedied the default by virtue of which the Specified Event shall have occurred. A Restriction Notice in respect of any specified share shall automatically cease to have effect in respect of any shares on receipt by the Company of evidence satisfactory to it that the shares have been sold to a bona fide unconnected third party or upon registration of the relevant transfer provided that a Restriction Notice shall not cease to have effect in respect of any transfer where no change in the beneficial ownership of the share shall occur and for this purpose it shall be assumed that no such change has occurred where a transfer form in respect of the share is presented for registration having been stamped at a reduced rate of stamp duty by virtue of the transferor or transferee claiming to be entitled to such reduced rate as a result of the transfer being one where no beneficial interest passes.
- (c) The Directors shall cause a notation to be made in the Register against the name of any Holder or Holders in respect of whom a Restriction Notice shall have been served indicating the number of the Specified Shares and shall cause such notation to be deleted upon cancellation or cesser of such Restriction Notice.
- (d) Any determination of the Directors and any notice served by them pursuant to the provisions of this Article shall be conclusive as against the Holder or Holders of any share and the validity of any notice served by the Directors in pursuance of this Article shall not be questioned by any person.
- (e) If, while any Restriction Notice shall remain in force in respect of any Specified Shares, any further shares shall be issued in respect thereof pursuant to a capitalisation issue made in pursuance of these Articles, the Restriction Notice shall be deemed also to

apply in respect of such further shares which shall as from the date of issue thereof form part of the Specified Shares for all purposes of this Article.

- (f) Where a Restriction Notice is served on a central securities depository, or its nominee(s) acting in its capacity as operator of a securities settlement system, the provisions of this Article shall be treated as applying only to such number of shares as is equal to the number of Specified Shares held by the central securities depository or its nominee(s) and not to any other shares held by the central securities depository or its nominee(s).
- (g) For the purposes of these Articles the expression "Specified Event" in relation to any share shall mean any of the following events:-
 - (i) the failure of the Holder or Holders thereof to pay any call or instalment of a call in the manner and at the time appointed for payment thereof;
 - (ii) the failure by the Holder thereof or any of the Holders thereof to comply, to the satisfaction of the Directors, with all or any of the terms of Article 17B in respect of any notice or notices given to him or any of them thereunder; or
 - (iii) the failure by the Holder thereof or any of the Holders thereof or any other person to comply, to the satisfaction of the Directors, with the terms of any notice given to him or any of them pursuant to the provisions of Section 1062 of the Act.
- (h) For the purposes of paragraph (a)(ii)B of this Article, the Directors shall be required to accept as an arm's length transfer to another beneficial owner, any transfer which is presented for registration in pursuance of:-
 - (i) any bona fide sale made on any bona fide stock exchange, unlisted securities market or over-the-counter exchange; or
 - (ii) the acceptance of any general offer made to all the Holders of any class of shares in the capital of the Company.

CALLS ON SHARES

- 18. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, and each member shall (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
- 19. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed and may be required to be paid by instalments.
- 20. The joint Holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 21. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate, not exceeding 20

per cent per annum, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.

22. 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 purpose 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.
23. The Directors may, on the issue of shares, differentiate between the Holders as to the amount of calls to be paid and the time of payment.
24. 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 rate not exceeding (unless the Company in general meeting otherwise directs) 15 per cent per annum, as may be agreed upon between the Directors and the members paying such sum in advance.

TRANSFER OF SHARES

25. The instrument of transfer of any share shall be executed by or on behalf of the transferor and, in cases where the share is not fully paid, by or on behalf of the transferee, and the transferor shall be deemed to remain the Holder of the share until the name of the transferee is entered on the register in respect thereof.
26. Subject to such of the restrictions of these Articles, Article 3(2) of the CSD Regulation, the Acts and such of the conditions of issue as may be applicable, the shares of any member may be transferred by an instrument of transfer which shall be in writing in any usual or common form or any other form which the Directors may approve.
- 26A Title to any shares in the Company may also be evidenced and transferred without a written instrument in accordance with the Regulations or where permitted by the Act. The Directors shall have power to implement any arrangements they think fit for such evidencing and transfer which accord with such regulations and/or statutory provisions and in particular shall where appropriate be entitled to disapply all or part of the provisions in these Articles with respect to the requirement for written instruments of transfer and share certificates in order to give effect to such regulations and/or statutory provisions.
- 26B The instrument of transfer of any share shall be executed by or on behalf of the transferor or alternatively for and on behalf of the transferor by the Secretary (or such other person as may be nominated by the Secretary for this purpose) on behalf of the Company, and the Company, the Secretary (or relevant nominee) shall be deemed to have been irrevocably appointed agent for the transferor of such share or shares with full power to execute, complete and deliver in the name of and on behalf of the transferor of such share or shares all such transfers of shares held by the Holders in the share capital of the Company. An instrument of transfer need not be executed by the transferee save that if the share concerned (or one or more of the shares concerned) is not fully paid, the instrument shall be executed by or on behalf of the transferor and the transferee. The transferor shall be deemed to remain the Holder of the share until the name of the transferee is entered in the Register in respect thereof.

- 26C The Company, at its absolute discretion and insofar as the Acts or any other applicable law permits, may, or may procure that a subsidiary of the Company shall, pay Irish stamp duty arising on a transfer of shares on behalf of the transferee of such shares of the Company. If stamp duty resulting from the transfer of shares in the Company which would otherwise be payable by the transferee is paid by the Company or any subsidiary of the Company on behalf of the transferee, then in those circumstances, the Company shall, on its behalf or on behalf of its subsidiary (as the case may be), be entitled to (i) seek reimbursement of the stamp duty from the transferee, (ii) set-off the stamp duty against any dividends payable to the transferee of those shares and (iii) to claim a first and paramount lien on the shares on which stamp duty has been paid by the Company or its subsidiary for the amount of stamp duty paid.
27. The Directors in their absolute discretion and without assigning any reason therefore may decline to register any transfer of a share which is not fully paid. The Directors may also decline to register the transfer of any share where such transfer, in their opinion, may imperil or prejudicially affect the status of the Company in the State or which may give rise to any loss of or diminution in value of any of the rights or property of the Company.
- 28.
- (a) Section 95(1) of the Act shall not apply.
 - (b) The Directors may in their absolute discretion and without giving any reason decline to recognise any instrument of transfer unless:
 - (i) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer: and
 - (ii) the instrument of transfer is in respect of one class of share only.
29. If the Directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.
- 30.
- (a) The registration of transfers may be suspended at such times and for such period, not exceeding in the whole 30 days in each year, as the Directors may from time to time determine.
 - (b) The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

TRANSMISSION OF SHARES

31. In the case of the death of a member, the survivor or survivors where the deceased was a joint Holder, and the personal representatives of the deceased where he was a sole Holder, shall be the only persons recognised by the Company as having any title to his interest in the estate of a deceased joint Holder from any liability in respect of any share which had been jointly held by him with other persons.

32. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as herein provided, elect either to be registered himself as Holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the shares by that member before his death or bankruptcy, as the case may be.
33. If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to an such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice of transfer were a transfer signed by that member.
34. A person becoming entitled to a share by reason of the death or bankruptcy of the Holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to the meetings of the Company, so, however, that the Directors may at any time give notice requiring such person to elect either to be registered himself or to transfer the share, and if the notice is not complied within 90 days, the Directors may thereupon withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

FORFEITURE OF SHARES

35. 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 lime thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued.
36. The notice shall name a further day (not earlier than the expiration of 14 days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall 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 be forfeited.
37. If the requirements of any such notice as aforesaid are not complied with any shares 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.
38. A forfeited share may he sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
39. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture, where payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.

40. A statutory declaration that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited on the date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share,' The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the Holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
41. The provisions of these regulations as the forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

CONVERSION OF SHARES INTO STOCK

42. The Company may by Ordinary Resolution convert any paid up shares into stock, and reconvert any stock into paid up shares of any denomination.
43. The holders of stock may transfer the same or any part thereof. in the same manner, and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed that nominal amount of each share from which the stock arose.
44. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages in relation to dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such right, privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that right, privilege or advantage.
45. Such of the regulations of the Company as are applicable to paid up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

ALTERATION OF CAPITAL

46. The Company may from time to time by Ordinary Resolution increase the share capital by such sum to be divided into shares of such amount, as the resolution shall prescribe.
47. The Company may by Ordinary Resolution:
 - (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) subdivide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association subject, nevertheless, to section 83(1)(b) of the Act;

- (c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
48. The Company may by Special Resolution reduce its share capital, any capital redemption reserve fund or any share premium account or any undenominated capital in any manner and with and subject to any incident authorised, and consent required, by law.

GENERAL MEETINGS

49. The Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meeting in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next.
50. All general meeting other than Annual General Meetings shall be called Extraordinary General Meetings.
51. 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 requisition, as provided in section 178 of the Act.

NOTICE OF GENERAL MEETINGS

- 52.
- (a) Subject to the Act, an Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by 21 days' notice in writing at the least and a meeting of the Company (other than an Annual General Meeting or a meeting for the passing of a Special Resolution) shall be called by 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 day, the place and the hour of the meeting and, in the case of special business, the general nature of that business and shall be given in manner authorised by these Articles to such persons as are under these Articles entitled to receive such notices from the Company.
 - (b)
 - (i) A general meeting other than a meeting for the passing of a Special Resolution shall, notwithstanding that it is called by shorter notice than that hereinbefore specified, be deemed to have been duly called if it is so agreed by the auditors and by all the members entitled to attend and vote thereat.
 - (ii) As resolution may be proposed and passed as a Special Resolution at a meeting of which less than twenty-one days' notice has been given if it is so agreed by a majority in number of the members having the right to attend and vote at any such meeting being a majority together holding not less than ninety per cent in nominal value of the shares giving that right.
53. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

PROCEEDINGS AT GENERAL MEETINGS

54. 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 declaring a dividend, the consideration of the Company's statutory financial statements and the reports of the Directors and auditors, the election of directors in the place of those retiring, the re-appointment of the retiring auditors and the fixing of the remuneration of the auditors.
55. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Two members present in person or by proxy and entitled to vote shall be a quorum.
56. If within half-an-hour from the time appointed for a general meeting (or such longer interval as the Chairman may think fit to allow) a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Chairman at the meeting may determine, and if at such adjourned meeting a quorum is not present within half-an-hour from the time appointed for the meeting, the meeting shall be dissolved except that (if a meeting shall have been convened by a resolution of the Directors, a proxy appointed by the central securities depository entitled to be counted in a quorum present at the meeting shall be a quorum) and (ii) if a meeting to consider a resolution or resolutions for the winding up of the Company and the appointment of a Liquidator be adjourned for want of a quorum and if at such adjourned meeting such a quorum is not present within 30 minutes from the time appointed for the adjourned meeting, any one or more members present in person or by proxy (including a proxy appointed by a central securities depository entitled to be counted in a quorum present at the meeting) shall constitute a quorum for the purposes of considering and if thought fit passing such resolution or resolutions but no other business may be transacted.
57. The Chairman, if any, of the Board shall preside as Chairman at every general meeting of the Company, or if there is no such Chairman, or if he is not present within fifteen 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.
58. If at any meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present (whether in person or in proxy) shall choose one of their number to be Chairman of the meeting.
59. The Chairman may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 60.

- (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:
 - (i) the Chairman;
 - (ii) by at least two members present in person or by proxy;
 - (iii) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
 - (iv) by a member or members holding shares in the company conferring the 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.
 - (b) Unless a poll is 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 book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
 - (c) The Chairman of the meeting may also demand a poll before a resolution is put to the vote on a show of hands.
 - (d) The demand for poll may be withdrawn.
61. Except as provided in Article 63, 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.
62. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
63. A poll demanded on the election of the 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 on which a poll has been demanded may be proceeded with pending the taking of the poll:

VOTES OF MEMBERS

64. Subject to any special rights or restrictions to voting for the time being attached by or in accordance with these Articles to any class of shares, on a show of hands every member present in person and every proxy shall have one vote, but so that no one member shall on a show of hands have more than one vote in respect of the aggregate number of shares of which he is the Holder, and on a poll every member who is present in person or by proxy shall have one vote for each share of which he is a holder.

65. When there are joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose, seniority shall be determined by the order in which the names stand in the register.
 66. A member of unsound mind or who has made an enduring power of attorney in respect of whom an order has been made by any court having jurisdiction (whether in the State or elsewhere) in matters concerning mental disorder, may vote, whether on a show of hands or on a poll, by his committee, receiver, guardian, donee of an enduring power of attorney or other person may vote by proxy on a show of hands or on a poll. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be received at the office, or at such other place as is specified in accordance with the Articles for the receipt of proxy appointments, not later than the latest time specified by the Directors (subject to the requirement of the Act) and in default the right to vote shall not be exercisable.
 67. No member shall be entitled to vote at any general meeting unless any calls or other sums immediately payable by him in respect of shares in the Company have been paid.
 68. No objection shall be raised to the qualification 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.
 69. Votes may be given either personally or by proxy.
 70.
 - (a) The appointment of a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or if the appointer is a body corporate either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company. The execution of the appointment of a proxy need not be witnessed.
 - (b) Every member entitled to attend and vote at a general meeting may appoint a proxy or (subject to the following provisions) proxies to attend, speak and vote on his behalf provided, however, that:
 - (i) a member may appoint more than one proxy provided that each proxy is appointed to exercise the rights attached to shares held in different securities accounts; and
 - (ii) a member acting as an intermediary on behalf of a client in relation to shares may appoint that client or any third party designated by that client as a proxy in relation to those shares.
- subject to such requirements and restrictions as the Directors may from time to time specify.
71. Where the appointment of a proxy and the power of attorney or other authority, if any under which it is signed. or a notarially certified copy of that power or authority is to be received by the Company:
 - (a) in physical form, it shall be deposited at the office or at such other place (if any) as is specified for that purpose in or by way of note to the notice convening the meeting or any

- form of proxy sent out by the Company in relation to the meeting, not later than the latest time approved by the Directors (subject to the requirements of the Act) and in default shall not be treated as valid; or
- (b) in electronic form, it shall be received in the manner provided for in accordance with Article 74;
- provided that:
- (i) in the case of a meeting which is adjourned to, a date which is after but less than seven days after the date of the meeting which was adjourned or in the case of a poll which is to be taken on a date which is after but less than seven days after the date of the meeting or of adjourned meeting at which the poll was demanded, it shall be sufficient if the appointment of proxy and any such authority and certification thereof as aforesaid is lodged with the Secretary at the commencement of the adjourned meeting (or as the case may be) of the taking of the poll;
 - (ii) an appointment of proxy relating to one or more meeting (including the adjournment thereof) having one been so delivered for the purposes of any meeting shall not require to be delivered again for the purposes of any subsequent meeting to which it relates; and
 - (iii) where any class of shares in the capital of the Company is held through a securities settlement system, the Directors may determine that it shall be sufficient if the appointment of a proxy and any such authority and certification thereof as aforesaid is received by the Company at such address and in such manner and time as may be specified by the Directors not being later than the commencement of the meeting, adjourned meeting or (as the case may be) of the taking of the poll.

72. A vote given in accordance with the appointment of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given, if no intimation in writing of such death, insanity, revocation or transfer as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

73. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

74. Electronic Proxy

- (a) Notwithstanding anything contained in these Articles, in relation to any shares, the appointment of a proxy and any authority under which it is executed (or otherwise authenticated in a manner approved by the Directors) or a copy of such authority (or the information contained therein), certified notarially or in some other way authenticated in a manner approved by the Directors may be made by electronic means (including without limitation by means of electronic communication generated and sent by members to the Company via a website for this purpose using identification numbers communicated by or on behalf of the Company to each member) in such manner or form and subject to such terms, conditions or restrictions as the Directors may, subject to and

in accordance with the Act, determine or approve from time to time in their absolute discretion. The Directors may prescribe the method of determining the time at which any such appointment of a proxy is to be treated as received by the Company. The Directors may treat any such appointment which purports to be or is expressed to be sent on behalf of a member as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that member.

- (b) For the purposes of these Articles, the place to which the appointment of proxy should be delivered by the member shall be such number, address (including any number or address used for the purpose of communication by way of electronic mail or other electronic communication) or identification number of a member as is notified by the Directors to the members whether by way of note to the notice convening the meeting or any invitation to appoint a proxy issued by or on behalf of the Company or otherwise.
- (c) Without limiting the foregoing, in relation to any shares which are deposited in a central securities depository, the Directors may from time to time:-
 - (i) permit appointments of a proxy to be made by means of an electronic communication (that is, a properly authenticated instruction, and/or other instruction or notification, which is sent by means of the relevant securities settlement system concerned and received by such central securities depository, in such form and subject to such terms and conditions as may from time to time be prescribed by the Directors (subject always to the facilities and requirements of the relevant securities settlement system concerned)); and may in a similar manner permit supplements to, or amendments or revocations of, any such proxy instruction to be made by like means. The Directors may in addition prescribe the method of determining the time at which any such properly authenticated instruction (and/or other instruction or notification) is to be treated as received by the Company or such central securities depository. The Directors may treat any such proxy instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that Holder;
 - (ii) agree with the central securities depository for such other proxy arrangements to operate, including an arrangement where the chairman of all meetings of shareholders shall, unless otherwise directed, be the proxy for all shareholder meetings in respect of all shares deposited in such central securities depository on the basis that such chairman shall only vote as proxy in accordance with such instructions as the central securities depository may give; and
 - (iii) agree with the central securities depository that where shares have been deposited in another central securities depository that proxy instructions may be given via the systems of that other central securities depository to the exclusion of the first central securities depository.

BODIES CORPORATE ACTING BY REPRESENTATIVE AT MEETINGS

75. Any body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the persons so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the

Company or, where more than one such representative is so authorised, all or any of the rights attached to the shares in respect of which he is so authorised. Where a body corporate appoints more than one representative in relation not a general meeting, each representative must be appointed to exercise the rights attached to different shares held by that body corporate. Where a member appoints more than one representative in relation to a general meeting, each representative must be appointed to exercise rights attached to a different share or shares held by the member.

DIRECTORS

76. The number of directors shall not be less than two. The Company may by Ordinary Resolution from time to time increase the minimum number and likewise may by Ordinary Resolution fix and from time to time vary the maximum number of Directors.
77. The remuneration of the Directors shall from time to time be determined by an Ordinary Resolution of the Company shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled to rank in such division for a proportion of the remuneration related to the period during which he has held office. 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. A Director is expressly permitted (for the purposes of Section 228(1)(d) of the Act) to use the Company property subject to such conditions as may be or have been approved by the Board or pursuant to any delegation by the Board in accordance with these Articles or as permitted by their terms of employment or appointment.
78. If any Director shall be called upon to perform extra services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, the Company may remunerate such Director either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a meeting of the Directors and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director
79. The shareholding qualification for Directors may be fixed by the Company in general meeting and, unless and until so fixed, no qualification shall be required. A Director who is not a member of the company shall nevertheless be entitled to attend and speak at general meetings.
80. A director of the Company may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other company unless the Company otherwise directs.

BORROWING POWERS

81. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, assets, and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF THE DIRECTORS

82. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Acts or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles, to the articles or provisions as maybe given by the company in the Acts and to such directions, being not inconsistent with the aforesaid general meetings but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.
83. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body or persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers authorise and discretions vested in him.
84. The Company may exercise the powers conferred by section 44 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.
85. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with the Act.
- 86.
- (a) Save as herein provided, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution from which he is debarred from voting.
 - (b) A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolutions concerning any of the following matters, namely:
 - (i) The giving of any security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries.
 - (ii) The giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security.
 - (iii) Any proposal concerning an offer of shares or debentures or other securities of or by the Company for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof

- (iv) Any proposal concerning any other Company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder of or beneficially interested in one per cent, or more of the issued shares of any class of the equity share capital of such a company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant companies (any such interest being deemed for the purpose of this Articles to be a material interest in all circumstances).
 - (v) Any proposal concerning the adoption, modification or operation of a superannuation fund or retirement benefits scheme under which he may benefit and which has been approved by or is subject to and conditional upon approval by the Revenue Commissioners for taxation purposes.
 - (c) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employment of the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not debarred from voting under Article 86 (d)) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
 - (d) If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and if such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interest of the Director concerned have not been fairly disclosed.
 - (e) The Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.
 - (f) Nothing in the Acts shall restrict a Director from entering into any commitment which has been approved by the Board or has been approved pursuant to such authority as may be delegated by the Board or is otherwise in accordance with these Articles.
87. A Director may hold and be remunerated in respect of any other office or place of profit under the Company or any other company in which the Company may be interested (other than the office of auditor of the Company or any subsidiary thereof) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine, and no Director or intending Director shall be disqualified by his office from contracting or being interested, directly or indirectly, in any contract or arrangement with the Company or any such other company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise nor shall any Director so contracting or being so interested be liable to account to the Company for any profits and advantages accruing to him from any such contract or arrangement reason of such Director holding that office or of the fiduciary relationship thereby established.
88. The Directors may exercise the voting powers conferred by shares of any other company held or owned by the Company in such manner in all respects as they think fit and in particular they may exercise their voting powers in favour of any resolution appointing the Directors or any of

them as Directors or officers of such other company providing for the payment of remuneration or pensions to the Directors or officers of such other company.

89. Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, but nothing herein contained shall authorise a Director or his firm to act as auditor to the Company.
90. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
91. The Directors shall cause minutes to be made in books provided for the purpose:
 - (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors and of any Committee of the Directors; and
 - (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.
92. The Directors may procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund, scheme or arrangement or life assurance scheme or arrangement for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors or other officers) who are or shall have been at any time in the employment or service of the Company or of any company which is or was a subsidiary of the Company or of the predecessor in business of the Company or any such subsidiary or holding Company and the wives, widows, families, relatives or dependants of any such persons. The Directors may also procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well being of the Company or of any such other Company as aforesaid, or its members, and payments for or towards the insurance of any such persons as aforesaid and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object. Provided that any Director shall be entitled to retain any benefit received by him hereunder, subject only, where the Acts requires, to disclosure to the members and the approval of the Company in general meeting.

ALTERNATE DIRECTORS

93.
 - (a) Any Directors may at any time appoint any person who is approved by the majority of Directors to be an alternate or substitute Director and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected by notice in writing under the hand of the Director making or terminating such appointment sent to or left at the office. The same person may be appointed as alternate director of more than one Director.

- (b) The appointment of an alternate director shall ipso facto determine on the happening of any event which if he were a Director would cause him to vacate such office and shall also determine ipso facto if the Director concerned (below called 'his principal') ceases for any reason to be a Director. An alternate director shall not automatically vacate his office if his principal retires by rotation or otherwise and is re-elected at the same general meeting at which such retirement took effect.
- (c) An alternate director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his principal is a member and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which his principal is not personally present and generally at such meeting to perform all functions of his principal as a Director in the absence of such principal. If his principal is for the time being absent from the State or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his principal. An alternate director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.
- (d) An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his principal as his appointer may by notice in writing to the Company from time to time direct.

DISQUALIFICATION OF DIRECTORS

94. The office of the Director shall be vacated if the Director:
- (a) ceases to be a Director by virtue of Section 136 of the Act; or
 - (b) is adjudged bankrupt in Ireland or in Northern Ireland or in Great Britain or makes any arrangement of composition with his creditors generally; or
 - (c) becomes prohibited from being a Director by reason of any order made under the provisions of Part 14 of the Act; or
 - (d) in the State or elsewhere has an order made by any court claiming jurisdiction in that behalf on the ground (howsoever formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatsoever name called) to exercise powers with respect to his property or affairs; or
 - (e) resigns his office by notice in writing to the Company or in writing offers to resign and the Directors resolve to accept such offer; or
 - (f) is convicted of any indictable offence unless the Directors otherwise determine; or
 - (g) is removed from office under Article 102.

ROTATION OF DIRECTORS

95. At every Annual General Meeting of the Company one-third of the Directors (other than the Managing Director and any Director holding an executive office with the Company) or, if their number is not three or a multiple of three, then the number nearest one-third shall retire from office. A Director retiring at a meeting shall retain office until the close or adjournment of the meeting.
96. The Directors to retire in every year shall be those who have been longest in office since their last election but as between persons who become Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.
97. A retiring Director shall be eligible for re-election.
98. The Company, at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election of such Director has been put to the meeting and lost.
99. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless not less than seven days before the day appointed for the meeting there shall have been left at the office notice in writing signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election and also notice in writing signed by that person of his willingness to be elected.
100. The Company may from time to time by Ordinary Resolution increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.
101. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.
102. The Company may by Ordinary Resolution, which extended notice has been given in accordance with Section 146 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these regulations or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
103. The Company may, by Ordinary Resolution, appoint another person in place of a Director removed from office under Article 102 and without prejudice to the powers of the Directors under Article 101 the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

PROCEEDINGS OF DIRECTORS

104.

- (a) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they may think fit. The quorum necessary for the transaction of the business of the Directors shall be two or such higher number as may be fixed by the Directors. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman of the meeting shall have a casting vote.
- (b) Each Director present and voting shall have one vote and shall in addition to his own vote be entitled to one vote in respect of each other Director not present at the meeting who shall have authorised him in respect of such meeting to vote for such other Director in his absence. Any such authority may relate generally to all meetings of the Directors or to any specified meeting or meetings and must be in Writing or by delivery, post, facsimile, electronic mail or any other form of electronic communication, which must be delivered to the Secretary for filing prior to or must be produced at the first meeting at which a vote is to be cast pursuant thereto.

105. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

106. The continuing directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act to the purpose of increasing the number of Directors to that number of summoning a general meeting of the Company but for no other purpose.

107. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office. Any director may be elected no matter by whom he was appointed but if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

108. The Directors may delegate any of their powers to committees consisting of such member or members of the board 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 the provisions of Articles 104, 105 and 112 hereof shall apply mutatis mutandis to the meetings of committees.

109. A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same the members present may choose one of their number to be Chairman of the meeting.

110. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

111. Notwithstanding anything in these Articles or in the Acts which might be construed as providing to the contrary, notice of every meeting of the Directors of the Company shall be given to all Directors including those for the time being or from time to time absent from Ireland but so

that in the event of a Director having appointed an alternate, notice given to such alternate who is in Ireland shall be sufficient notice to such Director.

112. A resolution in writing signed by all the Directors shall be as effective as if it had been duly passed at a meeting of the Directors. Any such resolution may consist of several documents in the like form, each signed by one or more of the Directors. For the purpose of this Article the signature of an alternate director shall suffice in lieu of the signature of the Director whom he represents.

MANAGING DIRECTOR

113. The Directors may from time to time appoint one or more of themselves to the office of Managing Director for such period and on such terms as to remuneration and otherwise as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed shall not, whilst holding that office be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors but (without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company), his appointment shall be automatically determined if he ceases from any cause to be a Director.
114. A Managing Director shall receive such remuneration whether by way of salary, commission or participation in the profits, or partly in one way and partly in another, as the Directors may determine.
115. 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.

SECRETARY

116. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
117. A provision of the act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

THE SEAL

- 118.
- (a) The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument of which the seal shall be affixed shall be signed by a Director (or alternate director) and shall be counter signed by the Secretary or by a second Director (or alternate director) or by some other person appointed by the Directors for that purpose.
 - (b) Every certificate of title of shares, stocks, debenture stock or any other security of the Company (other than letters of allotment) shall be issued under the seal or under the official seal kept by the Company by virtue of the Acts and shall be signed autographically

by at least two persons appointed by the Directors for the purpose so that the Directors may by resolution determine either generally or in any particular case where the signature of any such appointed person may be fixed by some mechanical means to be specified in such resolution or that such certificate shall bear no signatures provide that the method is used only for certificates which have first been approved for sealing by the Secretary, registrar, auditors or bankers of the Company in writing.

DIVIDENDS AND RESERVE

119. The Company in general meeting may declare dividends, but no dividends shall exceed the amount recommended by the Directors.
120. 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.
121. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of the Acts which apply to the Company.
122. 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 as the Directors may lawfully determine. The Directors may also, without placing the same to reserve carry forward any profits which they may think it prudent not to divide.
123.
 - (a) Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. Subject as aforesaid, 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. For the purposes of this Article, no amount paid on a share in advance of calls shall be treated as paid on a share.
 - (b) If several persons are registered as joint Holders of any share, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.
 - (c) The Directors may, at their discretion, make arrangements to enable a central securities depository (or its nominee(s)) or any such other holder or holders as the Directors shall from time to time determine to receive duly declared dividends in any currency or currencies other than the currency in which such dividends are declared. For the purposes of the calculation of the amount receivable in respect of any dividend, the rate of exchange to be used to determine the equivalent in any such other currency of any sum payable as a dividend shall be such rate or rates, and the payment thereof shall be on such terms and conditions, as the Directors may in their absolute discretion determine.

124. The Directors may deduct from any dividend payable to any member all sums of money (if any) immediately payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.
125. Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures or debenture stocks of any other company or in any one or more of such ways and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all the parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.
126. Any dividend, interest or other moneys payable in cash in respect of any shares may be paid by cheque or warrant sent through the post directed to the registered address of the Holder, or, where there are joint Holders, to the registered address of that one of the joint Holders who is first named on the register or to such person and to such address as the holder or joint Holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the Holder or joint Holders or other person entitled thereto may in writing direct, and payment of the cheque or warranty shall be a good discharge to the Company. Any one or two or more joint Holders may give effectual receipts for any dividends, bonuses or other moneys payable in respect of the shares held by them as joint Holders. For the avoidance of doubt, a dividend may be paid by the Company by way of a cheque which is crossed or which indicates by an appropriate means that the cheque shall be lodged only to the account of the payee. The Directors may also, in circumstances which they consider appropriate, arrange for payment of dividends by electronic funds transfer, bank transfer or by any other method selected by the Directors from time to time and in such event the debiting of the Company's account in respect of the appropriate amount shall be deemed a good discharge of the Company's obligations in respect of any payment made by any such methods.
127. No dividend shall bear interest against the Company.

ACCOUNTS

- 128.
- (a) The Directors shall in accordance with Chapter 2 of Part 6 of the Act, cause adequate accounting records to be kept relating to:
- (i) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place; and
 - (ii) all sales and purchases of goods by the Company; and
 - (iii) the assets and liabilities of the Company.
- (b) Adequate accounts records shall be deemed to be have been maintained if there are kept such adequate accounting records which comply with the provisions of Chapter 2 of Part 6 of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial

position and profit or loss of the Company and, if relevant, the group and include any information and returns referred to in Section 283(2) of the Act.

129. The accounts records shall be kept at the office or subject to the provisions of the Acts at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.
130. 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 accounting records 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 financial statement or accounting record of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.
131. The Directors shall from time to time in accordance with the provisions of the Acts cause to be prepared and to be laid before the Annual General Meeting of the Company such statutory financial statements of the Company and reports as are required by those sections to be prepared and laid before the Annual General Meeting of the Company.
132. A copy of every statutory financial statement of the Company including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the Company together with a copy of the Director's report and auditor's report or summary financial statements provided in accordance with Section 1119 of the Act shall not less than twenty one days before the date of the Annual General Meetings be sent to every person entitled under the provisions of the Acts to receive them providing that in the case of those documents sent by electronic mail or any other means of electronic communication, such documents shall be sent with the consent of the recipient, to the address of the recipient notified to the Company by the recipient for such purposes and provided, where the Directors elect to send summary financial statements to the members, any member may require that he be sent a copy of the statutory financial statements of the Company .

CAPITALISATION OF PROFITS

133.
 - (a) The Company in general meeting may upon the recommendation of the Directors resolve that any sum for the time being standing to the credit of any of the Company's reserves (including any capital redemption reserve fund or share premium account or to the credit of profit and loss account or any undernominated capital) be capitalised and applied on behalf of the members who would have been entitled to receive the same if the same had been distributed by way of dividend and in the same proportions either in or towards paying up amounts for the time being unpaid on any shares held by them respectively or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to the sum capitalised (such shares or debentures to be allotted and distributed credited as fully paid up to and amongst such Holders in the proportions aforesaid) or partly in one way and partly in another, so however, that the only purposes for which sums standing to the credit of the capital redemption reserve fund or the share premium account or any undenominated capital shall be applied shall be those permitted by the Act.
 - (b) The Company in general meeting may on the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount to the time being standing to the

credit of any of the Company's reserve accounts or to the credit of the profit and loss account or any undenominated capital which is not available for distribution by applying such sum in paying up in full unissued shares to be allotted as fully paid bonus shares to those members of the Company who would have been entitled to that sum if it were distributed by way of dividend (and in the same proportions), and the directors shall give effect to such resolution.

134. Whenever a resolution shall have been passed pursuant to Article 133 the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto with full power to the Directors to make such provision as they shall think fit for the case of shares or debentures becoming distributable in fractions (and in particular, without prejudice to the generality of the foregoing, to sell the shares or debentures represented by such fractions and distribute the net proceeds of such sale amongst the members otherwise entitled to such fractions in due proportions) and also to authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively credited as fully paid up of any further shares or debentures to which they may become entitled on such capitalisation or as the case may require for the payment up by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such members.

AUDIT

135. Auditors shall be appointed and their duties regulated in accordance with the Act.

NOTICES

136.

- (a) A notice may be given by the Company, or by any agent or the registrar acting on its behalf, to any member either personally or by sending it by post to him to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice and to have been effected in the case of notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at that time at which the letter would be delivered in the ordinary course of post.
- (b) Notice of a meeting of member or class of members or any other document or information (whether or not required by law to be furnished) may be given by the Company, or by any agent or the registrar acting on its behalf, using electronic communications to such address as may for the time being be notified to the Company for that purpose by a person entitled to such notice or such other document or information. Such notification by the person to the Company may, for the avoidance of doubt, be made by an electronic communication by or on behalf of that person. An address shall include an email address or fax number as the Directors may from time to time decide. In such events, the notice shall be deemed signed if the name of the signatory is stated with the words "Signed" before that word.

- (c) Without affecting Article 136(b), a notice in writing of a meeting and any such other document or information may be deemed to have been given to a person where:
 - (i) The Company and that person have agreed (which agreement may, for the avoidance of doubt be made and/or evidenced by an electronic communication by or on behalf of the person) that notices of meetings and any such other document or information required to be given to that person may instead be accessed by him/her on a website;
 - (ii) In the case of a meeting, the meeting is a meeting or of a class of meetings to which that agreement applies;
 - (iii) That person is notified, in a manner for the time being agreed between him and the Company for that purpose, of:
 - (A) The publication of the notice or such other document or information on a website;
 - (B) The address of that website; and
 - (C) The place on that website where the notice may be accessed, and how it may be accessed; and
 - (D) The notice, or as the case may be, such other document or information continues to be published on that website, in the case of a notice of meeting throughout the period beginning with the giving of that notification and ending with the conclusion of the meeting and in other cases for a period of not less than one month from the date of the notification.
- (d) A notice for such other document or information treated in accordance with Article 136(c) as given to any person is to be treated as so given at the time of the notification mentioned in Article 136(c)(iii). In such event the notice or such other document or information shall be deemed signed if the name of the signatory is stated with the words "Signed" before that word.
- (e) For the purpose of Article 136(c)(iii), the Company and a person shall be deemed to have agreed that notice of meetings and any such other document or information required to be given to that person may instead be accessed by him on a website if the person is contacted in writing to request his/her consent for the use of a website as a means for conveying information and the person does not object within 28 days of the date of such notice.
- (f) A notification of a notice of a meeting given for the purposes of Article 136(c)(iii) must:
 - (i) State that it concerns a notice of a company meeting serviced in accordance with the Articles;
 - (ii) Specify the place, date and time of the meeting; and

- (iii) State whether the meeting is to be an annual or extraordinary general meeting.
- (g) This Article 136 shall be treated as being complied with, and in the case of a meeting nothing in Article 136(c) shall invalidate the proceedings for a meeting where:
 - (i) any notice or other document or information that is required to be published as mentioned in Article 136(c)(iv) is published for a part, but not all, of the period mentioned in that paragraph; and
 - (ii) the failure to publish that notice or other document or information throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.
- (h) Where the Company sends documents to members otherwise than in hard copy form, any member can require the Company to send to him a hard copy version and the Company must do so free of charge and within 21 days of the date of the date of the member's request.
- (i) A notice or document (including a share certificate) to be given, served or delivered in pursuance of these Articles may be given to, served on or delivered to any member by the Company or any agent/registrars acting on its behalf by sending via: (i) the messaging system of a central securities depository; or (ii) by email to the nominated representative or nominated email account(s) of a central securities depository, in such a manner as may be approved by the Directors.
- (j) Where a notice or document is given, served or delivered pursuant to sub paragraph (i) of this Article, the giving, service or delivery thereof shall be deemed to have been effected:
 - (i) at the time the same was sent to the messaging system of the central securities depository; or
 - (ii) at the time the same was sent by email to the nominated representatives or nominated email account(s) of the central securities depository.

137. A notice may be given by the Company to the joint Holders of a share by giving the notice to the joint Holder first named in the register in respect of the share.

138. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name or by title or representatives of the deceased or Official Assignee in bankruptcy or by any like description at the address supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

139. Notice of every general meeting shall be given in any manner hereinbefore authorised to:-

- (a) every member, and
- (b) every person upon whom the ownership of a share devolves by reason of his being a personal representative or the Official Assignee in bankruptcy of a member, where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
- (c) the auditor for the time being of the Company. No other person shall be entitled to receive notices of general meetings.

WINDING UP

140. If the Company is wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Act, divide among the members in specie or 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 members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trusts upon such trusts for the benefit of the contributories 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.

INDEMNITY

141. Every Director, Managing Director, agent, auditor, Secretary and other officer 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, whether civil or criminal, in relation to his acts while acting in such office, in which judgement is given in his favour or in which he is acquitted or in connection with any application under any statute in which relief is granted to him by the court.

SURROGATE EXECUTIVE FUNCTIONS OFFICER

142. The Director may from time to time appoint one or more persons as Surrogate Executive Functions Officers to perform and carry out such duties and tasks as may be assigned to them, from time to time by the Directors but notwithstanding the generality of the foregoing a Surrogate Executive Functions Officer shall not conclude any agreement or contract or pledge the credit or assets of the Company save with the prior permission and approval of the Directors and the Directors shall have power to agree the remuneration of and to pay the costs and expenses of any such Surrogate Executive Functions Officer.