

**Company number: 47907**

**THE COMPANIES (GUERNSEY) LAW, 2008**

**COMPANY LIMITED BY SHARES**

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**NEW ARTICLES OF INCORPORATION**

**OF**

**HARBOURVEST GLOBAL PRIVATE EQUITY LIMITED**

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**Registered 18 October 2007**

**New articles adopted by special resolution on 19 July 2018**

**TABLE OF CONTENTS**

<b>1. INTERPRETATION.....</b>	<b>3</b>
<b>2. BUSINESS .....</b>	<b>10</b>
<b>3. SHARES.....</b>	<b>10</b>
<b>4. REDEMPTION OF SHARES .....</b>	<b>16</b>
<b>5. OFFERS TO SHAREHOLDERS TO BE ON A PRE-EMPTIVE BASIS.....</b>	<b>18</b>
<b>6. AMENDMENT OF THE MEMORANDUM, ARTICLES AND INVESTMENT POLICY .....</b>	<b>20</b>
<b>7. LIMITATIONS ON SHARE OWNERSHIP.....</b>	<b>20</b>
<b>8. CERTIFICATES.....</b>	<b>24</b>
<b>9. LIEN .....</b>	<b>24</b>
<b>10. CALLS ON SHARES.....</b>	<b>25</b>
<b>11. FORFEITURE AND SURRENDER OF SHARES .....</b>	<b>26</b>
<b>12. TRANSFER AND TRANSMISSION OF SHARES .....</b>	<b>27</b>
<b>13. ALTERATION OF CAPITAL.....</b>	<b>33</b>
<b>14. GENERAL MEETINGS.....</b>	<b>34</b>
<b>15. NOTICE OF GENERAL MEETINGS .....</b>	<b>34</b>
<b>16. PROCEEDINGS AT GENERAL MEETINGS .....</b>	<b>35</b>
<b>17. WRITTEN RESOLUTIONS.....</b>	<b>36</b>
<b>18. VOTES OF SHAREHOLDERS.....</b>	<b>37</b>
<b>19. NUMBER AND APPOINTMENT OF DIRECTORS .....</b>	<b>39</b>
<b>20. REMUNERATION OF DIRECTORS AND ALTERNATE DIRECTORS.....</b>	<b>40</b>
<b>21. BORROWING POWERS OF THE BOARD .....</b>	<b>42</b>
<b>22. OTHER POWERS AND DUTIES OF THE BOARD .....</b>	<b>42</b>
<b>23. CONFLICTS OF INTEREST.....</b>	<b>43</b>
<b>24. DISQUALIFICATION AND REMOVAL OF DIRECTORS .....</b>	<b>46</b>
<b>25. PROCEEDINGS OF DIRECTORS .....</b>	<b>46</b>

- 26. **AUDIT COMMITTEE .....ERROR! BOOKMARK NOT DEFINED.**
- 27. **EXECUTIVE DIRECTOR .....48**
- 28. **SECRETARY .....48**
- 29. **THE SEAL .....49**
- 30. **AUTHENTICATION OF DOCUMENTS.....49**
- 31. **DIVIDENDS .....49**
- 32. **RESERVES .....51**
- 33. **CAPITALISATION OF PROFITS.....51**
- 34. **ACCOUNTS .....51**
- 35. **AUDITORS .....52**
- 36. **NOTICES.....53**
- 37. **WINDING UP .....54**
- 38. **INDEMNITY .....54**
- 39. **INSURANCE .....55**
- 40. **INSPECTION OF DOCUMENTS .....55**

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**1. INTERPRETATION**

- (1) In these Articles the following words shall bear the following meanings if not inconsistent with the subject or context:

<b>Words</b>	<b>Meanings</b>
<b>"Affected Share"</b>	any Share which shall be treated as such pursuant to Article 7(2) or Article 7(7);
<b>"Affected Share Disposal"</b>	the disposal of any Interest in any Affected Share pursuant to an Offshore Transaction, such that such Share shall, in the opinion of the Directors, cease to be an Affected Share;
<b>"Affected Share Notice"</b>	a notice in writing served in accordance with Article 7(2);
<b>"Annual General Meeting"</b>	the annual general meeting of the Company required to be held in accordance with the Law;
<b>"Articles"</b>	these Articles of Incorporation, as now framed and at any time altered;
<b>"at any time"</b>	at any time or times, and includes for the time being and from time to time;
<b>"Board"</b>	the Directors at any time, or the Directors present at a duly convened meeting at which a quorum is present;
<b>"Business Day"</b>	any day on which banks in the Island of Guernsey, London and New York are open for normal banking business;
<b>"Certificated"</b>	a unit of a Guernsey security which is not in Uncertificated form;

<b>"Chairman"</b>	the chairman of the Company;
<b>"Company"</b>	HarbourVest Global Private Equity Limited;
<b>"Compulsory Redemption Announcement"</b>	any announcement made pursuant to Article 4(3) by the Company to Redeemable Shareholders in advance of any compulsory redemption;
<b>"Compulsory Redemption Date"</b>	the date on which any compulsory redemption becomes effective;
<b>"Compulsory Redemption Price"</b>	the price per Redeemable Share at which Redeemable Shares of such class shall be redeemed on a particular Compulsory Redemption Date, as determined by the Board by reference to the Net Asset Value per Redeemable Share of the relevant class (as at a Net Asset Value Date selected by the Board) and adjusted as the Board considers appropriate;
<b>"Compulsory Redemption Record Date"</b>	the close of business in Guernsey on the relevant Compulsory Redemption Date, or as otherwise set out in the relevant Compulsory Redemption Announcement;
<b>"CREST Manual"</b>	the document entitled "CREST Reference Manual" issued by Euroclear;
<b>"CREST Rules"</b>	the Rules from time to time issued by Euroclear governing the admission of securities to, and the operation of, the CREST UK System;
<b>"CREST UK System"</b>	the facilities and procedures for the time being of the relevant system of which Euroclear has been approved as operator pursuant to the UK Regulations;
<b>"Default Shares"</b>	has the meaning given to it in Article 3(19)(a)(i);
<b>"dematerialised instruction"</b>	an instruction sent or received by means of the Guernsey Regulations;
<b>"Direction Notice"</b>	has the meaning given to it in Article 3(19);
<b>"Director"</b>	a director of the Company for the time being or, as the case may be, the directors assembled as a Board or a committee of such Board (and shall also include any alternate Director);
<b>"ERISA"</b>	the United States Employee Retirement Income Security Act of 1974, as amended from time to time.
<b>"Euroclear"</b>	Euroclear UK and Ireland Limited, the operator of the CREST UK System;
<b>"Executors"</b>	any executor, including any administrator;

<b>"FATCA"</b>	the Foreign Account Tax Compliance Act, as amended from time to time;
<b>"Financial Conduct Authority"</b>	the UK Financial Conduct Authority and any successor regulatory authority;
<b>"FSMA"</b>	the Financial Services and Markets Act 2000 of the United Kingdom, as amended from time to time;
<b>"Guernsey Regulations"</b>	the Uncertificated Securities (Guernsey) Regulations 2009, as amended from time to time;
<b>"Independent Director"</b>	a Director who is independent for the purposes of the Listing Rules;
<b>"Interest"</b>	any interest whatsoever in any Share, including (but not limited to) any interest acquired by any person as a result of: (a) being entitled to vote on an election of any Director; (b) entering into a contract to acquire Shares; (c) not being the registered holder, being entitled to exercise, or control the exercise of, any right conferred by the holding of any Share; (d) having the right to call for the delivery of any Share; or (e) having the right to acquire an interest in any Share or having the obligation to acquire such an interest;
<b>"Interested Party"</b>	has the meaning given to it in Article 3(16)(a);
<b>"Investment Manager"</b>	the investment manager of the Company from time to time, currently being HarbourVest Advisers L.P. and including, where the context requires, including such Investment Manager's associates, affiliates and successors from time to time;
<b>"Investment Policy"</b>	the investment policy of the Company (currently set out in the shareholder circular dated 24 July 2015 published by the Company), as amended from time to time;
<b>"ISIN"</b>	an International Securities Identification Number.
<b>"Law"</b>	the Companies (Guernsey) Law, 2008 as amended extended or replaced from time to time and any regulation made thereunder;
<b>"Listing Rules"</b>	the listing rules made by the UK Listing Authority pursuant to Part VI of FSMA;
<b>"Liquidator"</b>	a liquidator appointed pursuant to the Law, including any joint liquidators;
<b>"Memorandum"</b>	the Memorandum of Incorporation of the Company, as amended from time to time;

<b>"Month"</b>	a calendar month;
<b>"MTF"</b>	a multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in financial instruments – in the system and in accordance with non-discretionary rules – in a way that results in a contract;
<b>"Net Asset Value"</b>	the net asset value of a particular class of Shares;
<b>"Net Asset Value Date"</b>	the date on which an estimated or confirmed Net Asset Value per Redeemable Share is published by the Company;
<b>"Non-Qualified Holder"</b>	<p>any person whose Interest in any Share (whether taken alone or in conjunction with other persons, connected or not, or in any other circumstances appearing to the Directors to be relevant), in the determination of the Directors:</p> <p>(a) results or might result, whether at the date of such determination or at any future date, in a breach by the Company of the laws, rules or requirements of any jurisdiction or governmental or regulatory authority; or</p> <p>(b) results or might result, whether at the date of such determination or at any future date, in the Company incurring a liability to taxation or suffering any pecuniary, fiscal, administrative or regulatory or similar disadvantage, including, but not limited to: (i) the Company being in violation of or required to register under the U.S. Investment Company Act or the U.S. Commodity Exchange Act; (ii) the Company being required to register under the U.S. Exchange Act; (iii) the Company ceasing to be considered a "foreign private issuer" for the purposes of the U.S. Securities Act or the U.S. Exchange Act (including, without limitation, where the percentage of the Company's outstanding Shares in which U.S. Residents have any Interest is such that the Directors, in their absolute discretion, determine that there is a material risk that the Company may in the future cease to be considered a "foreign private issuer"); (iv) the assets of the Company being deemed to be assets of an "employee benefits plan" (within the meaning of Section 3(3) of ERISA) that is subject to Part 4 of Title I of ERISA, or of a "plan", individual retirement account or other arrangement that is subject to Section 4975 of the U.S. Code or any applicable federal, state, local or foreign law that would cause the underlying assets of the Company to be considered plan assets of any such plan or arrangement and thereby subject the Company to</p>

	laws that are substantially similar to Part 4 of Title I of ERISA or Section 4975 of the U.S. Code; or (v) the Company otherwise not being in compliance with the U.S. Investment Company Act, ERISA, the U.S. Code or any other provision of U.S. federal or state law, and includes, for the avoidance of doubt, any person who is a U.S. Resident or a person located within the United States at the time it acquires Shares and who is not a Qualified Purchaser and a QIB;
<b>"Office"</b>	the registered office of the Company, at any time;
<b>"Offshore Transaction"</b>	the transfer of any Interest in any Share to a non-U.S. Person in an "offshore transaction" pursuant to Regulation S under the U.S. Securities Act;
<b>"Operator"</b>	the authorised operator (as defined in the Guernsey Regulations) of the Relevant System;
<b>"Ordinary Share"</b>	an ordinary, redeemable share of no par value in the Company;
<b>"Plan"</b>	(i) an "employee benefit plan" (within the meaning of Section 3(3) of ERISA) that is subject to Part 4 of Title 1 of ERISA, (ii) a plan, individual retirement account or other arrangement that is subject to Section 4975 of the U.S. Internal Revenue Code or any other state, local, non-U.S. or other laws or regulations that would have the same effect as regulations promulgated under ERISA by the U.S. Department of Labor and codified at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA, to cause the underlying assets of the Company to be treated as assets of that investing entity by virtue of its investment (or any beneficial interest) in the Company and thereby subject the Company (or other persons responsible for the investment and operations of the Company's assets) to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the U.S. Code, or (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement;
<b>"Potentially Affected Share"</b>	has the meaning given to it in Article 7(1);
<b>"Proxy"</b>	any proxy, including any attorney;
<b>"QIB"</b>	a "qualified institutional buyer", as defined in Rule 144A under the U.S. Securities Act;
<b>"Qualified Purchaser"</b>	a "qualified purchaser", as defined in the U.S. Investment Company Act;



<b>"Redeemable Shareholder"</b>	a holder of Redeemable Shares;
<b>"Redeemable Shares"</b>	redeemable shares in the capital of the Company, including the Ordinary Shares;
<b>"Register"</b>	the Register of Shareholders kept pursuant to the Law;
<b>"Regulated Market"</b>	a multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments - in the system and in accordance with its non-discretionary rules - in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorised and functions regularly and in accordance with the provisions of Title III of the European Parliament and Council Directive on markets in financial instruments (No. 2004/39/EC);
<b>"Relevant Percentage"</b>	the percentage of each class of Redeemable Shares to be redeemed by the Company on a particular Compulsory Redemption Date;
<b>"Relevant System"</b>	any computer based system (and its related facilities and procedures) provided by an Operator and by means of which the title to units of a security can be evidenced and transferred in accordance with the Guernsey Regulations, without a written instrument;
<b>"RIS"</b>	a regulatory information service;
<b>"Seal"</b>	the Common Seal of the Company;
<b>"Secretary"</b>	the secretary of the Company from time to time, including any temporary or assistant secretary and any person appointed by the Board to perform any of the duties of a secretary;
<b>"Share"</b>	any Ordinary Share and any other share in the capital of the Company, and <b>"Shares"</b> shall be construed accordingly;
<b>"Shareholder"</b>	a registered holder of a Share and any person entitled to the same on the death, disability or insolvency of such registered holder;
<b>"Sponsor"</b>	has the meaning given to it in the CREST Manual;
<b>"Stock Exchange Nominee"</b>	a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange (being a person designated for the purposes in the rules of the recognised investment exchange in question);

<b>"Tax Reporting Notice"</b>	has the meaning given to it in Article 3(16)(b);
<b>"UK Listing Authority"</b>	the Financial Conduct Authority, as the competent authority for listing in the United Kingdom;
<b>"UK Regulations"</b>	has the meaning given to it in the CREST Manual;
<b>"Uncertificated"</b>	in relation to a Share, means a Share title to which is recorded in the Register as being held in Uncertificated form, and title to which may be transferred by means of an Uncertificated System in accordance with the Guernsey Regulations;
<b>"Uncertificated System"</b>	any relevant transfer, settlement and clearing system for securities approved by the Board including (but not limited to) the CREST UK System;
<b>"Uncertificated System Requirements"</b>	the rules and requirements of any Uncertificated System, including (but not limited to) the rules and requirements of the CREST UK System or otherwise as may applicable to the Company from time to time;
<b>"United Kingdom"</b>	the United Kingdom of Great Britain and Northern Ireland;
<b>"United States" or "U.S."</b>	the United States of America, its territories, any state or political sub-division of the United States and the District of Columbia;
<b>"U.S.\$"</b>	the lawful currency of the United States;
<b>"U.S. Code"</b>	the U.S. Internal Revenue Code of 1986, as amended from time to time;
<b>"U.S. GAAP"</b>	the generally accepted accounting principles in the United States;
<b>"U.S. Commodity Exchange Act"</b>	the United States Commodity Exchange Act of 1936, as amended from time to time;
<b>"U.S. Exchange Act"</b>	the United States Securities Exchange Act of 1934, as amended from time to time;
<b>"U.S. Investment Company Act"</b>	the United States Investment Company Act of 1940, as amended from time to time;
<b>"U.S. Person"</b>	a person who is a "U.S. Person" within the meaning of Regulation S under the U.S. Securities Act of 1933, as amended from time to time;
<b>"U.S. Resident"</b>	a person (whether natural or legal) resident in the United States; and
<b>"U.S. Securities Act"</b>	the United States Securities Act of 1933, as amended from time to time.

(2) The singular includes the plural and vice versa.

(3) The masculine includes the feminine.

- (4) Any word importing any person(s) shall include corporations and other entities having a separate legal personality in their relevant jurisdiction of organisation.
- (5) Any reference to a "subsidiary" or a "holding company" shall be construed in accordance with Section 531 of the Law.
- (6) Any expression referring to "writing" shall include any mode of representing or of reproducing words.
- (7) Subject to the above, any word defined in the Law shall (if not inconsistent with the subject or context) bear the same meaning in these Articles.
- (8) The standard Articles prescribed pursuant to Section 16(2) of the Law shall be excluded in their entirety.

## **2. BUSINESS**

Any branch or kind of business which by the Law, Memorandum or by these Articles is either expressly or impliedly authorised to be undertaken may be undertaken (or suspended) at any time by the Board whether commenced or not and including anything necessary or appropriate in furtherance of the foregoing.

## **3. SHARES**

- (1) Unless otherwise determined by the Company by ordinary resolution, the Directors may issue an unlimited number of Shares in the Company (including Ordinary Shares).
- (2) Ordinary Shares may be issued or allotted in any currency, as determined by the Board.
- (3) Ordinary Shares

- (a) Dividends

The holders of Ordinary Shares are entitled to receive, and to participate in, pro rata to their respective holdings of Ordinary Shares, any dividends or other distributions out of the profit of the Company available for distribution and resolved by the Board to be distributed in respect of any accounting period, or any other income or right to participate therein.

- (b) Winding up

On a winding up, the holders of Ordinary Shares shall be entitled, pro rata to their holdings of Ordinary Shares, to the surplus assets of the Company remaining after payment of all the creditors of the Company.

- (c) Voting

The holders of Ordinary Shares shall be entitled to receive notice of, and to attend and vote (in accordance with Article 18) at, general meetings of the Company. Each holder of Ordinary Shares being present in

person or by proxy or by a duly authorised representative (if a corporation) at a meeting shall, upon a show of hands, have one vote and, upon a poll, each such holder present in person or by proxy or by a duly authorised representative (if a corporation) shall have one vote in respect of each Ordinary Share held by him.

- (4) Without prejudice to any special rights previously conferred on the holders of any existing Shares or class of shares and subject to the provisions of these Articles, any Share (or option, warrant or other right in respect of a Share) in the Company may be issued, with such preferred, deferred or other special rights or restrictions whether as to dividend, voting, return of capital or otherwise as the Company at any time by ordinary resolution may determine and, subject to and in default of such determination, as the Directors may determine.
- (5) The unissued Shares shall be at the disposal of the Board which is authorised to allot, grant options, warrants or other rights over or otherwise dispose of them to such persons on such terms and conditions and at such times as the Board determines but so that no Share shall be issued at a discount except in accordance with the Law and so that the amount payable on an application in respect of any Share shall be fixed by the Board.
- (6) Any Share may, with the sanction of the Board, be issued on such terms that it is, or at the option of the Company or the holder is, liable to be redeemed on such terms and in such manner as the Board may determine.
- (7) Subject to the provisions of the Law, the terms and rights attaching to any class of Shares, these Articles, the applicable rules of any stock exchange on which any Shares are listed from time to time, and any guidelines established from time to time by the Board, the Company may from time to time purchase its own Shares. The terms and timing of any such purchase will, subject to the foregoing, be at the absolute discretion of the Board. Any Shares purchased by the Company may be held as treasury shares, subject always to the Law and to the maximum number of Shares of a class which may be held as treasury shares. Any Shares purchased by the Company which are not held as treasury shares shall be cancelled in accordance with the Law.
- (8) Subject to the provisions of the Law, the Company and any of its subsidiary companies may give financial assistance directly or indirectly for the purpose of or in connection with the acquisition of shares in the Company or in connection with reducing or discharging any liability incurred in connection with the purchase of shares in the Company.
- (9) Subject to the provisions of the Law, the Company may convert all or any of its Shares the nominal amount of which is expressed in a particular currency or former currency into Shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than three significant figures) current on the date of the resolution or on such other date as may be specified therein.
- (10) Rights attached to any class of Shares may, whether or not the Company is being wound-up, be varied with the consent in writing of the holders of three-

fourths of the issued Shares of that class or with the sanction of a special resolution of the holders of the Shares of that class. To any separate general meeting of a class of Shareholders, the provisions of these Articles relating to general meetings shall apply but so that the necessary quorum for a variation of class rights meeting is:

- (a) for a meeting other than an adjourned meeting, two (2) persons present holding at least one third of the voting rights of the class in question;
  - (b) for an adjourned meeting, one (1) person holding shares of the class in question; or
  - (c) where the class has only one Shareholder, that Shareholder.
- (11) Any compulsory redemption of Redeemable Shares pursuant to Article 4 shall not be deemed a variation of any right attaching to any class of Shares.
- (12) The Board may issue further classes of Shares in the Company, including Shares or other securities convertible into the existing classes of Shares provided that such Shares or securities are issued on terms which do not adversely affect the interests of existing Shareholders.
- (13) The Company may pay commission in money or Shares to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any Shares in the Company or procuring or agreeing to procure subscriptions whether absolute or conditional for any Shares in the Company provided that the rate or amount of commission shall be fixed by the Board and disclosed in accordance with the Law. The Company may also pay brokerages.
- (14) Without prejudice to Part XXIX of the Law, except as ordered by a court of competent jurisdiction or as required by law the Company shall not be affected or bound by or be compelled in any way to recognise (even when having notice thereof) any equitable contingent future or partial interest in any Share or fraction 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 in the registered holder and whether or not such Share shall be entered in the Register as held in trust nor shall the Company be bound to see to the execution of any trust to which any Share may be subject.
- (15) In the event that any Shareholder becomes, or holds any Share on behalf of, a U.S. Resident, such Shareholder shall be required to notify the administrator and registrar of the Company immediately.
- (16) The Directors shall have the power by notice in writing to require any Shareholder to disclose to the Company in writing, within the prescribed period set out in Article 3(23)(b), or such other reasonable time period as the Directors may determine:
- (a) the identity of any person other than the Shareholder (an "**Interested Party**") who has, or has had at any time during the three years immediately preceding the date on which the notice is issued, any Interest (whether direct or indirect) in the Shares held by the

Shareholder and the nature of such Interest; and

- (b) such information as the Board determines is necessary or appropriate to permit the Company to satisfy applicable United States tax withholding, reporting or filing requirements arising with respect to the Shareholder's or applicable Interested Party's ownership interest in the Company under the U.S. Code or FATCA, including:
  - (i) compliance with the Company's withholding and reporting obligations under FATCA; and
  - (ii) determining, withholding and reporting to the U.S. Internal Revenue Service or other applicable taxing jurisdiction by the Company on amounts received, paid or, solely for United States tax compliance and reporting purposes, accrued that are derived from U.S. source income (including in respect of the payment of U.S. sourced fixed or determinable annual or periodic income),

(a "**Tax Reporting Notice**").

- (17) The Company shall maintain a register of Interested Parties and whenever in pursuance of a requirement imposed on a Shareholder as aforesaid the Company is informed of an Interested Party the identity of the Interested Party and the nature of the Interest shall be promptly inscribed therein together with the date of the request.
- (18) The Directors may be required to exercise their powers under Article 3(16) on the requisition of Shareholders holding at the date of the deposit of the requisition not less than one-tenth of such of the paid up capital of the Company as carries at that date the right of voting at general meetings of the Company.

The requisition must:

- (a) state that the requisitionists are requiring the Company to exercise its powers under Article 3(16);
- (b) specify the manner in which they require those powers to be exercised;
- (c) give reasonable grounds for requiring the Company to exercise those powers in the manner specified; and
- (d) be signed by the requisitionists and deposited at the Office.

The requisition may consist of several documents in like form each signed by one or more requisitionist. Upon the deposit of a requisition complying with this Article 3(18), it is the duty of the Directors to exercise their powers under Article 3(16) in the manner specified in the requisition.

- (19) If any Shareholder has been served with a notice under Article 3(16) and is in default for the prescribed period in supplying to the Company the information thereby required, the Directors may in their absolute discretion at any time thereafter serve a notice (a "**Direction Notice**") upon such Shareholder as

follows:

- (a) a Direction Notice may direct that, in respect of:
  - (i) the Shares comprising the shareholder account in the Register which comprises or includes the Shares in relation to which the default occurred (all or the relevant number as appropriate of such Shares being the "**Default Shares**"); and
  - (ii) any other Shares held by the Shareholder,

the Shareholder shall not be entitled to attend or vote (either personally or by representative or by proxy) at any General Meeting or meeting of the holders of any class of the Company or to exercise any other right conferred by membership in relation to any such meetings; and

- (b) where the Default Shares represent at least 0.25 per cent. of the class of Shares concerned, the Direction Notice may additionally direct that:
  - (i) any dividend or distribution or the proceeds of any repurchase, redemption or repayment on the Default Shares or part thereof which would otherwise be payable on such Shares shall be retained by the Company without any liability to pay interest thereon when such money is finally paid to the Shareholder and such dividend or proceeds may be reduced by an amount equal to any taxes or other costs or expenses incurred by the Company resulting from such failure or default; and
  - (ii) no transfer other than an approved transfer (as set out in Article 3(23)(c)) of any of the Shares held by such Shareholder shall be registered unless:
    - A. the Shareholder is not himself in default as regards supplying the information requested; and
    - B. the transfer is of part only of the Shareholder's holding and when presented for registration is accompanied by a certificate by the Shareholder in a form satisfactory to the Directors to the effect that after due and careful enquiry the Shareholder is satisfied that no person in default as regards supplying such information is an Interested Party in respect of any of the Shares the subject of the transfer.

- (20) The Company may send to each other person appearing to be an Interested Party in respect of the Shares the subject of any Direction Notice a copy of the notice, but failure or omission by the Company to do so shall not invalidate such notice.
- (21) If Shares are issued to a Shareholder as a result of that Shareholder holding other Shares in the Company and if the Shares in respect of which the new Shares are issued are Default Shares in respect of which the Shareholder is for the time being subject to particular restrictions pursuant to these Articles, the new Shares shall on issue become subject to the same restrictions whilst held

by that Shareholder as such Default Shares. For this purpose, Shares which the Company procures to be offered to a Shareholder pro rata (or pro rata ignoring fractional entitlements and Shares not offered to certain Shareholders by reason of legal or practical problems associated with offering Shares outside the United Kingdom or Guernsey) shall be treated as Shares issued as a result of a Shareholder holding other Shares in the Company.

- (22) Any Direction Notice shall have effect in accordance with its terms for as long as the default in respect of which the Direction Notice was issued continues but shall cease to have effect in relation to any Shares which are transferred by such Shareholder by means of an approved transfer as set out in Article 3(23)(c). As soon as practical after the Direction Notice has ceased to have effect (and in any event within seven days thereafter) the Directors shall procure that the restrictions imposed by Articles 3(19) to 3(21) shall be removed and that dividends and other moneys withheld pursuant to paragraph 3(19)(b)(i) are paid to the relevant Shareholder.
- (23) For the purpose of these Articles:
- (a) a person shall be treated as an Interested Party in respect of any Shares if the Shareholder holding such Shares has given to the Company a notification which either: (a) names such person as having any Interest in the Shares, or (b) fails to establish the identities of Interested Parties in respect of the Shares and (after taking into account the said notification and any other relevant notification) the Company knows or has reasonable cause to believe that the person in question is or may be an Interested Party in respect of the Shares;
  - (b) the prescribed period in respect of any particular Shareholder is 28 days from the date of service of the said notice under Article 3(16) except where the Default Shares represent at least 0.25 per cent. of the class of Shares concerned in which case such period shall be 14 days;
  - (c) a transfer of Shares is an "approved transfer" if but only if:
    - (i) it is a transfer of Shares to an offeror by way or in pursuance of acceptance of a public offer made to acquire all the issued Shares in the capital of the Company not already owned by the offeror or by a connected person of the offeror in respect of the Company; or
    - (ii) the Directors are satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the Shares to a party unconnected with the Shareholder and with other persons appearing to be interested in such Shares; or
    - (iii) the transfer results from a sale made through a Regulated Market or MTF.
  - (d) For the purposes of this Article 3(23), a person shall be treated as being connected with a Shareholder if that person is:
    - (i) a spouse, child (under the age of eighteen) or step-child (under the age of eighteen) of the Shareholder; or



- (ii) an associated body corporate which is a company in which the Shareholder alone, or with connected persons, is directly or indirectly beneficially interested in 20 per cent. or more of the nominal value of the equity share capital or is entitled (alone or with connected persons) to exercise or control the exercise of more than 20 per cent. of the voting power at general meetings; or
  - (iii) a trustee (acting in that capacity) of any trust, the beneficiaries of which include the Shareholder or persons falling within subparagraphs (i) or (ii) above excluding trustees of an employees' share scheme or pension scheme;
  - (iv) an associated body corporate or partnership by which the Shareholder is directly or indirectly employed; or
  - (v) a partner (acting in that capacity) of the Shareholder or persons in categories (i) to (iii) above.
- (24) Any Shareholder who has given notice of an Interested Party in accordance with Article 3(16) and who subsequently ceases to have an Interested Party in respect of his Shares or who has any further Interested Person in respect of his Shares shall notify the Company in writing of the cessation or change in such Interest, and the Directors shall promptly amend the register of Interested Parties accordingly.

#### 4. REDEMPTION OF SHARES

- (1) Subject to the provisions of the Law and as hereinafter provided, the Board may (in its absolute discretion) direct that on any Compulsory Redemption Date the Company redeem compulsorily some or all of the Redeemable Shares of the relevant class in issue on such date. Redeemable Shares of the relevant class will be redeemed at the relevant Compulsory Redemption Price from all Redeemable Shareholders of that class pro rata to their existing holdings of Redeemable Shares of the relevant class on the relevant Compulsory Redemption Record Date.
- (2) No compulsory redemption of Redeemable Shares may be conducted if, as a result, the Company would have no Shareholders.
- (3) Where, pursuant to Article 4(1), the Board determines to redeem compulsorily all or any number of Redeemable Shares, it will, not less than 10 Business Days before any relevant Compulsory Redemption Date, make an announcement via RIS (a "**Compulsory Redemption Announcement**") of the particulars of the redemption to be effected on the relevant Compulsory Redemption Date. A Compulsory Redemption Announcement making an announcement to that effect may be withdrawn by the Company at any time up to 5.00 p.m. on the Business Day immediately preceding the relevant Compulsory Redemption Date.
- (4) The Compulsory Redemption Announcement will include the following details:
  - (a) the aggregate amount to be distributed to Redeemable Shareholders;

- (b) the Relevant Percentage of the class of Redeemable Shares to be redeemed (pro rata as between the holders of Redeemable Shares of the relevant class as at the Compulsory Redemption Record Date);
  - (c) a timetable for the redemption and distribution of redemption proceeds, including the Compulsory Redemption Date and the Compulsory Redemption Record Date;
  - (d) the Compulsory Redemption Price per Redeemable Share in respect of the relevant class of Redeemable Shares;
  - (e) a new ISIN in respect of the relevant class of Redeemable Shares which will continue to be listed following the relevant Compulsory Redemption Date; and
  - (f) any additional information that the Board deems necessary in order to advise Redeemable Shareholders in connection with the redemption.
- (5) A redemption specified in a Compulsory Redemption Announcement will become effective automatically on the Compulsory Redemption Date specified in that Compulsory Redemption Announcement, or upon such later date as the Board may otherwise specify.
- (6) The redemption moneys payable in respect of any compulsory redemption will be effected either through CREST (in the case of Redeemable Shares held in Uncertificated form) or be paid by cheque (in the case of Redeemable Shares held in Certificated form) within 10 Business Days of the relevant Compulsory Redemption Date, or as soon as practicable thereafter. Redeemable Shareholders will be paid their redemption proceeds in the currency in which their Redeemable Shares are denominated, or as otherwise determined by the Board.
- (7) Neither the Company nor the Board shall be liable for any loss or damage suffered or incurred by any holder of Shares or any other person as a result of or arising out of later settlement, howsoever such loss or damage may arise.
- (8) In the case of the compulsory redemption of:
  - (a) Certificated Redeemable Shares, Redeemable Shareholders' existing Redeemable Share certificates will be cancelled and new Redeemable Share certificates, if applicable, will be issued to each such Redeemable Shareholder for the balance of his shareholding after each Compulsory Redemption Date; and
  - (b) Uncertificated Redeemable Shares held through CREST, the existing ISIN will be disabled, and a new ISIN will (on the next Business Day following the Compulsory Redemption Date) be applied to the remaining Redeemable Shares that have not been compulsorily redeemed. The new ISIN will be notified to Redeemable Shareholders in the Compulsory Redemption Announcement.
- (9) The amount payable by the Company upon a compulsory redemption of Redeemable Shares shall be paid out of funds lawfully available for such

purpose. Where the Relevant Percentage of the Redeemable Shares of a class held by a Redeemable Shareholder is not a whole number of Redeemable Shares, the number of Redeemable Shares of the relevant class held by such Redeemable Shareholder to be redeemed compulsorily on a Compulsory Redemption Date shall be rounded down to the nearest whole number of Redeemable Shares. Any Redeemable Share redeemed compulsorily will be cancelled.

- (10) Nothing in this Article 4 (with the exception of Article 4(2) above) shall be construed as limiting the authority of the Directors to compulsorily redeem Shares pursuant to Articles 7(3) and 7(7) below.
- (11) Upon the compulsory redemption of a Redeemable Share pursuant to these Articles, the holder thereof shall cease to be entitled to any rights in respect thereof (excepting always the right to receive a dividend which has become due and payable in respect of such Share prior to such redemption being effected, and the right to receive the proceeds of such redemption) and his name shall be removed from the Register accordingly.

## **5. OFFERS TO SHAREHOLDERS TO BE ON A PRE-EMPTIVE BASIS**

- (1) In this Article 5:
  - (a) equity securities means: (i) shares in the Company excluding shares which, neither with respect to dividends nor with respect to capital, carry any right to participate beyond a specified amount in a distribution; or (ii) rights to subscribe for, or to convert securities into, shares in the Company;
  - (b) references to the allotment of equity securities includes; (i) the grant of a right to subscribe for, or to convert any securities into, shares in the Company (but excludes the allotment of shares pursuant to the exercise of such a right); and (ii) the sale of shares in the Company that immediately before the sale are held by the Company as treasury shares.
- (2) The Company shall not allot equity securities to a person on any terms unless:
  - (a) it has made an offer to each person who holds equity securities of the same class in the Company to allot to him on the same or more favourable terms a proportion of those securities that is as nearly as practicable equal to the proportion in number held by him of the share capital of the Company; and
  - (b) the period during which any such offer may be accepted has expired or the Company has received notice of the acceptance or refusal of every offer so made.
- (3) Securities that the Company has offered to allot to a holder of equity securities in accordance with Article 5(2) may be allotted to him, or anyone in whose favour he has renounced his right to their allotment, without contravening Article 5(2).

- (4) Shares held by the Company as treasury shares shall be disregarded for the purposes of Article 5(2), so that the Company is not treated as a person who holds shares; and the treasury shares are not treated as forming part of the share capital of the Company.
- (5) Any offer required to be made by the Company pursuant to Article 5(2) should be made by a notice (given in accordance with Article 35) and such offer must state a period during which such offer may be accepted and such offer shall not be withdrawn before the end of that period. Such period must be a period of at least 21 days beginning on the date on which such offer is deemed to be delivered or received (as the case may be) pursuant to Article 35.
- (6) Article 5(2) shall not apply in relation to the allotment of bonus shares, nor to a particular allotment of equity securities if these are, or are to be, wholly or partly paid otherwise than in cash.
- (7) The Company may by special resolution resolve that Article 5(2) shall be excluded or that Article 5(2) shall apply with such modifications as may be specified in the resolution:
  - (a) generally in relation to the allotment by the Company of equity securities;
  - (b) in relation to allotments of a particular description; or
  - (c) in relation to a specified allotment of equity securities;and any such resolution must: (i) state the maximum number of equity securities in respect of which Article 5(2) is excluded or modified (which may, for the avoidance of doubt, be an unlimited number); and (ii) specify the date on which such exclusion or modifications will expire, which must be not more than five years from the date on which the resolution is passed.
- (8) Any resolution passed pursuant to Article 5(7) may:
  - (a) be renewed or further renewed by special resolution of the Company for a further period not exceeding five years; and
  - (b) be revoked or varied at any time by special resolution of the Company.
- (9) Notwithstanding that any such resolution referred to in Article 5(7) or Article 5(8) has expired, the Directors may allot equity securities in pursuance of an offer or agreement previously made by the Company if the resolution enabled the Company to make an offer or agreement that would or might require equity securities to be allotted after it expired.
- (10) In this Article 5, in relation to an offer to allot securities a reference (however expressed) to the holder of shares of any description is to whoever was the holder of shares of that description at the close of business on a date to be specified in the offer and the specified date must fall within the period of 28 days immediately before the date of the offer.

## 6. AMENDMENT OF THE MEMORANDUM, ARTICLES AND INVESTMENT POLICY

- (1) The Memorandum and Articles may be amended in accordance with Part IV of the Law.
- (2) Any material amendment to the Investment Policy may only be effected by an ordinary resolution of the Shareholders.

## 7. LIMITATIONS ON SHARE OWNERSHIP

- (1) If the Directors determine that any person believed by the Board to be a Non-Qualified Holder or a Plan (each, an "**Affected Person**"), has any Interest in any Shares (such Shares being "**Potentially Affected Shares**"), the Board shall have the authority to designate some or all of such Potentially Affected Shares as Affected Shares in accordance with this Article 7.
- (2) In respect of any Potentially Affected Shares, the Board may, subject to Article 7(4), give notice (the "**Affected Share Notice**") to the registered owner of such Potentially Affected Shares and (subject to Article 7(11)) to the Affected Person. The Affected Share Notice shall set out the basis on which the Directors believe that an Affected Person has an Interest in the Potentially Affected Shares and, on the serving of such Affected Share Notice, the Potentially Affected Shares to which it relates shall be designated as Affected Shares. The Affected Share Notice shall require the registered owner of such Affected Shares either:
  - (a) to provide the Board within 10 Business Days of receipt of such Affected Share Notice (or such longer period as the Affected Share Notice may prescribe) with sufficient documentary evidence to satisfy the Directors that an Affected Person does not have an Interest in the Affected Shares; or
  - (b) to make an Affected Share Disposal.
- (3) If, after 10 Business Days from the date of service of an Affected Share Notice (or such longer period as the Affected Share Notice may prescribe), the Directors are not satisfied that the conditions set out in Articles 7(1)(a) or 7(1)(b) have been fulfilled, or if sub-paragraph Article 7(4) applies, the Directors may resolve, in their absolute discretion, either:
  - (a) that the Affected Shares be compulsorily redeemed, at a price that the Directors consider, in their absolute discretion, reasonable in all the circumstances; or
  - (b) immediately to make an Affected Share Disposal on behalf of the registered holder at a price that the Directors consider, in their absolute discretion, reasonable in all the circumstances,

subject always to the provisions of the Law.

- (4) Where the Directors have made a determination pursuant to Article 7(1) between 15 June and 31 July (inclusive) in any year, some or all of the Potentially Affected Shares the subject of such determination may immediately

be designated as Affected Shares and redeemed or sold (at the absolute discretion of the Directors) pursuant to the terms of Article 7(3), without the need to serve an Affected Share Notice or to await the expiry of the 10 Business Day period (or other notice period) referred to in Article 7(3).

- (5) When the Directors consider it appropriate to designate only some Potentially Affected Shares as Affected Shares (whether pursuant to Article 7(2) or Article 7(4)), the Directors shall, so far as practicable, have regard to the chronological order in which the Potentially Affected Shares have been acquired by their registered owner, and shall (when it appears to them convenient to do so) designate as Affected Shares those Potentially Affected Shares which have most recently been acquired by their registered owner, save in circumstances where the application of such a criterion would, in the opinion of the Directors, be inequitable or likely to result, for any reason, in the exercise of the Directors' powers under this Article 7 being adjudged illegal or unenforceable or likely to give rise to any challenge or dispute, in which event the Directors shall have the authority to apply such other criterion (or criteria) as they may, in their absolute discretion, consider appropriate.
- (6) A registered holder of an Affected Share upon whom an Affected Share Notice has been served shall not (provided such Affected Share Notice specifies that the provisions of this Article 7(6) are to apply thereto) be entitled, in respect of such Affected Share, to attend or speak at any general meeting of the Company or any meeting of the holders of any class of Shares nor to vote at any such meeting and the rights to attend (whether in person or by proxy), speak and to demand and vote on a poll which, but for the provisions of this Article 7(6), would have attached to such Affected Shares shall vest, instead, in the chairman of such meeting. The manner in which the chairman shall exercise or refrain from exercising any such right shall be entirely at his discretion. The chairman of any such meeting shall be informed by the Directors of any Share becoming or being deemed to be an Affected Share.
- (7) If any Shareholder has been duly served with a Direction Notice given by the Board in accordance with Article 3(16)(b) for failing to supply the Company with the information required by a Tax Reporting Notice, then the Board may, at its absolute discretion, at any time after the date which is thirty days from the date of the service of such Direction Notice, give notice to such Shareholder requiring him to sell or transfer his Shares pursuant to an Offshore Transaction to a person who is not a Non-Qualified Holder, a Plan, or a holder of Default Shares, within 10 Business Days; and within such 10 Business Days also to provide the Board with satisfactory evidence of such sale or transfer. If the Shareholder upon whom such a notice is served pursuant to this Article 7(7) does not within 10 Business Days of such notice either (i) transfer his Shares pursuant to an Offshore Transaction to a person who is not a Non-Qualified Holder, a Plan, or a holder of Default Shares, or (ii) establish to the satisfaction of the Board (whose judgment shall be final and binding) that he has duly provided the information required by the relevant Tax Reporting Notice, the Directors shall have the authority to designate such Shareholder's Shares as Affected Shares and shall have the powers set out in Articles 7(3)(a) and 7(3)(b) in respect of such Affected Shares.
- (8) The manner, timing and terms of any redemption or sale of any Affected Share

made or sought to be made by the Directors pursuant to Articles 7(3) or 7(7) (including to the price(s) at which the same be made) shall be such as the Directors determine, in their absolute discretion and based upon any advice which the Directors may (in their discretion) choose to take from any bankers, brokers or other appropriate person, to be reasonably practicable having regard to all the circumstances (including but not limited to the number of Affected Shares to be disposed of) and the Directors shall not be liable to any person for any of the consequences of the reliance on any such advice.

- (9) For the purpose of any sale pursuant to Articles 7(3) or 7(7) of an Affected Share held in Certificated form, the Directors may appoint any person to execute as transferor an instrument of transfer in favour of the relevant transferee and may enter the name of the transferee in respect of the transferred Share in the Register notwithstanding the absence of any share certificate, and such instrument of transfer shall be as effective as if it had been executed by the registered holder. The relevant transferee shall not be bound to see to the application of the purchase money, and the title of such transferee shall not be affected by any irregularity or invalidity relating to the proceedings thereto.
- (10) Whenever an Affected Share has been redeemed or sold pursuant to Articles 7(3) or 7(7), the Directors shall notify the former registered holder of the redemption or sale, and inform him that the net proceeds of such redemption or sale (as the case may be) will be paid to him upon the surrender by him (or on his behalf) of any certificate in respect of such Affected Share. The net proceeds of the sale of any Affected Share shall be received by the Company (whose receipt shall be a good discharge for the purchase money), and may be converted into sterling (if necessary). The net proceeds of any such redemption or sale shall be held by the Company and paid (together with interest at such rate as the Directors deem appropriate) to, the former registered holder (or, in the case of joint holders, the first-named joint holder thereof in the Register) upon surrender by him (or on his behalf) of any certificate in respect of the Affected Shares redeemed or sold (as the case may be) and formerly held by him.
- (11) The Directors shall not be obliged to serve any notice required under this Article 7 upon any person if they are not aware either of his identity or of his address. The absence of service in such circumstances and any error in or failure to give any notice to any person (in such circumstances or any other circumstances) upon whom notice is required to be served under this Article, shall not prevent the implementation of or invalidate any procedure under this Article. The provisions of Article 35 shall apply, with any necessary changes, to the service of notices pursuant to this Article 7.
- (12) Any resolution or determination of, or any decision or the exercise of any discretion or power by, the Directors or any one of them or by the Chairman (including any Director duly acting in place of the Chairman) under this Article 7 shall, save in the case of manifest error, be final and conclusive and no Director (or the Chairman) shall be obliged to give any reason therefor. Any disposal or transfer made, or other thing done, by or on behalf or on the authority of the Directors (or any of them) pursuant to the provisions of this Article 7 shall be conclusive and binding on all persons concerned and shall not be open to

challenge on any ground whatsoever. For the avoidance of doubt, any power, right or duty conferred by this Article 7 upon the Directors may be exercised by a duly authorised committee of the Directors.

- (13) At any time when the Directors have resolved to designate any Shares as Affected Shares (whether pursuant to Article 7(2) or Article 7(7)), they shall publish notice of such determination, together with a statement of the provisions of this Article 7 which may apply to the Affected Shares and the name of the person (or persons) who will answer enquiries relating to such Affected Shares on behalf of the Company, in such manner as is prescribed for the making of announcements under the rules and regulations of each stock exchange on which such Affected Shares are listed.
- (14) The Chairman and the Directors shall, so long as they act reasonably and in good faith, be under no liability to the Company or to any other person for failing to treat any Share as a Potentially Affected Share or an Affected Share in accordance with the provisions of this Article 7 and neither the Chairman nor any Director shall be liable to the Company or any other person if, having acted reasonably and in good faith, he determines erroneously that any Share is a Potentially Affected Share or an Affected Share or, on the basis of such determination, he performs or exercises (or purports to perform or exercise) his duties, powers, rights or discretions under this Article 7 in relation to such Share or person.
- (15) For the purposes of this Article 7, a person who has an Interest in any Share the registered holder of which is a Stock Exchange Nominee (other than an Interest arising solely as a result of a Stock Exchange Nominee being the registered holder of such Share) shall not (in the absence of any other reason why he should be so treated) be deemed to have an Interest in the remainder of the Shares held by such Stock Exchange Nominee.
- (16) In circumstances in which the Directors are entitled, pursuant to this Article 7 or Article 12, to arrange for the sale of, or to enforce any restrictions in relation to, any Share, the Board may, in its absolute discretion, give notice to the relevant Shareholder requiring such Shareholder to convert any such Shares held in Uncertificated form to Certificated form by the time stated in the notice. The notice may also state that such Shareholder may not convert any such Shares held in Certificated form to Uncertificated form.
- (17) Notwithstanding the terms of Article 7(16), in circumstances in which the Directors are entitled, pursuant to this Article 7 or Article 12, to arrange for the sale of, or to enforce any restrictions in relation to, any Share, the Directors shall have the authority to make such arrangements on behalf of the registered holder of such Share as they think fit either:
  - (a) to transfer the title to such Share through a Relevant System or otherwise (including, where necessary, to require the relevant holder to execute any power of attorney or other authorisation, or to authorise an officer of the Company to deliver an instruction to the Authorised Operator or to the operator of any other Uncertificated System); or
  - (b) to convert such Share from Uncertificated to Certificated form.



## **8. CERTIFICATES**

- (1) The Board shall make such arrangements for the issue of share certificates as it may, from time to time, deem fit. Subject to a resolution of the Directors in accordance with Article 8(7), Shares may be converted into and held in Uncertificated form through CREST.
- (2) Save in relation to Shares held in Uncertificated form, every person shall be entitled:
  - (a) without payment to one certificate for all his Shares of each class and when part only of the Shares comprised in a certificate is sold or transferred to a balance certificate; or
  - (b) upon payment of such sum as the Board may determine to several certificates each for one or more Shares of any class.
- (3) Every certificate shall be issued within one month after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) and shall specify the number and class of Shares to which it relates and the amount paid up and the distinguishing numbers (if any).
- (4) All forms of certificate for Shares or debentures or representing any other form of security (other than letters of allotment scrip certificates and other like documents) shall be issued and may if determined by the Board be issued under the Seal of the Company and shall be signed autographically unless there shall be in force a resolution of the Board adopting some method of mechanical signature in which event the signatures (if authorised by such resolution) may be effected by the method so adopted.
- (5) The Company shall not be bound to register more than four persons as the joint holders of any Share or Shares and, in respect of a Share held jointly, the Company shall not be bound to issue more than one certificate and delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all such holders.
- (6) If a share certificate be defaced lost or destroyed it may be replaced or renewed without charge (other than in respect of exceptional out of pocket expenses) on such terms (if any) as to evidence and indemnity as the Board thinks fit.
- (7) Subject to the Law, the Directors without further consultation with the holders of any Shares or other securities of the Company may resolve that any class or classes of Share or other security of the Company from time to time in issue or to be issued may be in Uncertificated form, and no provision of these Articles will apply to any Uncertificated Share or other security of the Company to the extent that they are inconsistent with the holding of such Shares or other securities in Uncertificated form or the transfer of title to any such Shares or other securities by means of a Relevant System.

## **9. LIEN**

- (1) The Company shall have a first and paramount lien (extending to all dividends

payable) on all Shares (whether fully paid or not) for all moneys or other amounts whether presently payable or not called or payable at a fixed time in respect of those Shares or in respect of other indebtedness or obligation of the holder thereof to the Company and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person (other than such holder) and whether the time for payment or discharge shall have arrived or not and notwithstanding that the same are joint debts or liabilities of such holder and any other person (whether a Shareholder of the Company or not). The Board may at any time either generally or in any particular case waive any lien that has arisen or declare any Share to be wholly or partly exempt from this Article 9.

- (2) For the purpose of enforcing such lien the Company may sell, in such manner as the Directors think fit and the Directors may authorise any person to execute a transfer in respect of the Shares sold, any Shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable, and giving notice of intention to sell in default, shall have been served on the holder for the time being of the Shares or the person entitled by reason of his death or bankruptcy to the Shares. For the purpose of giving effect to any such sale the Directors may authorise some person to transfer to the purchaser thereof the Shares so sold.
- (3) The net proceeds of such sale, after payment of the costs of such sale, shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the Shares prior to the sale) be paid to the person entitled to the Shares at the time of the sale. The purchaser shall be registered as the holder of the Shares so transferred 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 relation to the sale.

## **10. CALLS ON SHARES**

- (1) The Board may at any time make calls upon the Shareholders in respect of any moneys unpaid on their Shares (whether on account of the nominal value or by way of premium and not by the conditions of allotment made payable at fixed times) and each Shareholder shall pay to the Company at the time and place appointed the amount called. A call may be revoked or postponed and the Board shall determine the terms on which a call is made including the time, place and manner of payment.
- (2) Joint holders shall be jointly and severally liable to pay calls.
- (3) If a sum called in respect of a Share is not paid before or on the day appointed the person from whom the sum is due shall pay interest from the day appointed to the time of actual payment at such rate as the Board may determine.
- (4) Any sum which by the terms of issue of a Share becomes payable on allotment or at any fixed date shall for the purposes of these Articles 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 the case of non-payment all the relevant provisions of these Articles 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.

- (5) The Directors may, if they think fit, receive from any Shareholder willing to advance the same all or any part of the money uncalled and unpaid upon the Shares held by him beyond the sums actually called up thereon as payment in advance of calls, and such payment in advance of calls shall extinguish the liability upon the Shares in respect of which it is advanced to the extent of the payment, and upon the money so received or so much thereof as from time to time exceeds the amount of the calls then made upon the Shares in respect of which it has been received, the Company may (until the same would, but for such advance, become presently payable) pay interest at such rate as the Shareholder paying such sum and the Directors agree upon provided that any amount paid up in advance of calls shall not entitle the holder of the Shares upon which such amount is paid to participate in respect thereof in any dividend until the same would but for such advance become presently payable.
- (6) The Board may on an issue of Shares differentiate between holders as to amounts of calls and times of payment.

## **11. FORFEITURE AND SURRENDER OF SHARES**

- (1) If a Shareholder fails to pay any call or instalment on the day appointed the Board may at any time during such period as any part remains unpaid serve notice requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and any expenses which may have been incurred by the Company by reason of non-payment.
- (2) The notice shall state a further day on or before which the payment required by the notice is to be made and the place where the payment is to be made and that in the event of non-payment the Shares in respect of which the call was made or instalment is payable will be liable to be forfeited.
- (3) If the requirements of any such notice are not complied with, any Share in respect of which the notice has been given may at any time before payment has been made be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or other moneys payable to the relevant Shareholder in respect of the forfeited Share and not actually paid before the forfeiture.
- (4) Notice of forfeiture shall forthwith be given to the former holder and an entry of such notice and forfeiture shall forthwith be made and dated in the Register opposite the entry of the Share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give notice or to make such entry.
- (5) A forfeited Share shall be deemed to be the property of the Company and may be sold re-allotted or otherwise disposed of on such terms as the Board shall think fit with or without all or any part of the amount previously paid on the Share being credited as paid and at any time before a sale re-allotment or other

disposition the forfeiture may be cancelled.

- (6) A person whose Shares have been forfeited shall cease to be a Shareholder in respect of the forfeited Shares and shall surrender to the Company any certificates in respect of the Shares, but shall notwithstanding the forfeiture remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the Shares with interest thereon from the date of forfeiture until payment at such rate as the Directors may determine and the Directors may enforce payment without any allowance for the value of the Shares at the time of forfeiture.
- (7) The Board may accept from any Shareholder on such terms as shall be agreed a surrender of any Shares in respect of which there is a liability for calls. Any surrendered Share may be disposed of in the same manner as a forfeited Share.
- (8) A declaration in writing by a Director or the Secretary that a Share has been duly forfeited or surrendered on the date stated in the declaration shall be conclusive evidence of the facts therein as against all persons claiming to be entitled to the relevant Share.
- (9) The Company may receive the consideration given for any Share on any sale or disposition and may execute or authorise some other person to execute a transfer of the Share in favour of the person to whom the same is sold or disposed of and he shall thereupon be registered as the holder and shall not be bound to see to the application of the purchase money nor shall his title be affected by any irregularity or invalidity in forfeiture sale re-allotment or disposal.

## **12. TRANSFER AND TRANSMISSION OF SHARES**

- (1) Subject to the other provisions of these Articles, a Share may be transferred to any person selected by the transferor in accordance with this Article 12.
- (2) The Directors shall have power to implement such arrangements as they may, in their absolute discretion, think fit in order for any class of Shares to be admitted to settlement by means of the CREST UK System. Where they do so, Articles 12(3) and 12(4) shall commence to have effect immediately prior to the time at which Euroclear admits the class to settlement by means of the CREST UK System.
- (3) In relation to any class of Shares which, for the time being, Euroclear has admitted to settlement by means of the CREST UK System, and for so long as such class remains so admitted, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with:
  - (a) the holding of Shares of that class in Uncertificated form;
  - (b) the transfer of title to Shares of that class by means of the CREST UK System;
  - (c) the Uncertificated System Requirements;

- (d) any other provision of the Guernsey Regulations relating to Shares held in Uncertificated form.
- (4) Without prejudice to the generality of Article 12(2) and notwithstanding anything contained in these Articles where any class of Shares is, for the time being, admitted to settlement by means of the CREST UK System:
  - (a) subject to the Law and the Guernsey Regulations, such securities may be issued in Uncertificated form;
  - (b) unless the Directors otherwise determine, such securities held by the same holder or joint holder in Certificated form and Uncertificated form shall be treated as separate holdings;
  - (c) subject to the Guernsey Regulations, such securities may be changed from Uncertificated to Certificated form, and from Certificated to Uncertificated form;
  - (d) any Shareholder may transfer all or any of his Uncertificated Shares by means of a Relevant System authorised by the Board in such manner provided for, and subject as so provided, in the Guernsey Regulations or as may otherwise from time to time be adopted by the Board on behalf of the Company and the rules of any Relevant System and, accordingly, no provision of these Articles shall apply in respect of such Shares to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing and the production of a certificate for the security to be transferred;
  - (e) the Company shall comply in all respects with the Guernsey Regulations;
  - (f) no provision of these Articles shall apply so as to require the Company to issue a certificate to any person holding such Shares in Uncertificated form;
  - (g) the permitted number of joint holders of any Share shall be four;
  - (h) every transfer of Shares from the CREST account of a CREST member to a CREST account of another CREST member shall vest in the transferee a beneficial interest in the Shares transferred, notwithstanding any agreements or arrangements to the contrary however and whenever arising and however expressed. Accordingly, each CREST member who is for the time being registered as the holder of any Shares in the capital of the Company shall hold such Shares upon trust for himself and for those persons (if any) whose CREST accounts are duly credited with any such Shares or in favour of whom Shares are to be withdrawn from CREST pursuant to a settled stock withdrawal instruction; and the member and all such persons, to the extent respectively of the Shares duly credited to their respective CREST accounts or the subject of a settled stock withdrawal instruction, shall accordingly have beneficial interests therein;
  - (i) where a dematerialised instruction is expressed to have been sent on

behalf of a person by a Sponsor or by Euroclear:

- (i) the person on whose behalf the instruction is expressed to have been sent shall not be able to deny to the addressee:
  - A. that the instruction was sent with his authority; or
  - B. that the information contained in it is correct; and
- (ii) the Sponsor or Euroclear, as the case may be, shall not be able to deny to the addressee:
  - A. that he has authority to send the dematerialised instruction; or
  - B. that he has sent the dematerialised instruction.
- (j) where a dematerialised instruction is expressed to have been sent by a person, and it is not expressed to have been sent on behalf of another person, the first person shall not be allowed to deny to the addressee:
  - (i) that the information contained in the instruction is correct; or
  - (ii) that he has sent it.
- (k) an addressee who receives a dematerialised instruction (whether directly, or by means of the facilities of a Sponsor acting on his behalf) may (subject to Articles 12(4)(l) and 12(4)(m)) accept that at the time when it was sent or at any time thereafter:
  - (i) the information contained in the instruction was correct;
  - (ii) the user or authorised operator identified in the instruction as having sent the instruction did send it; and
  - (iii) if the instruction was expressed to have been sent on behalf of a person, it was sent with the authority of that person.
- (l) subject to Article 12(4)(n), an addressee shall not be allowed to accept any of the matters specified in Article 12(4)(k) where, at the time when he received the dematerialised instruction, he was a person who was not either the Company or a Sponsor receiving (in either case) dematerialised instructions on behalf of the Company, and he had actual notice:
  - (i) that any information contained in it was incorrect;
  - (ii) that the user or Euroclear expressed to have sent the instruction did not send it; or
  - (iii) if the instruction was expressed to have been sent on behalf of a person, that the person had not given to Euroclear of the Sponsor identified in the instruction as having sent it his authority to send the instruction on his behalf.

- (m) subject to Article 12(4)(n), an addressee shall not be allowed to accept any of the matters specified in Article 12(4)(k) where, at the time when he received the dematerialised instruction, he was either the Company or a Sponsor receiving dematerialised instructions on behalf of the Company, and he had actual notice from Euroclear of any of the matters specified in Article 12(4)(l).
- (n) however, where an addressee has received actual notice of a kind to which this Article 12 refers in respect of a properly authenticated dematerialised instruction, he may accept the matters specified in Article 12(4)(k) if at the time when he received the actual notice it was not practicable for him to halt his processing of the instruction.
- (o) a person who is permitted by Articles 12(4)(k) or 12(4)(n) to accept any matter shall not be liable in damages or otherwise to any person by reason of his having relied on the matter that he was permitted to accept.
- (p) except as provided in Article 12(4)(o), this Article 12 does not affect any liability of a person for causing or permitting a dematerialised instruction:
  - (i) to be sent without authority;
  - (ii) to contain information that is incorrect; or
  - (iii) to be expressed to have been sent by a person who did not send it.
- (5) Articles 12(4)(4)(i) to 12(4)(p) are to be construed in accordance with the CREST Manual.
- (6) Shares of any class may be traded through an Uncertificated System authorised by the Board in such manner provided for, and subject as provided, in any regulations issued for this purpose under the laws of Guernsey or such as may otherwise from time to time be adopted by the Board on behalf of the Company and the relevant Uncertificated System Requirements and accordingly no provision of these Articles shall apply in respect of an Uncertificated Share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the Shares to be transferred.
- (7) All transfers of Certificated Shares may be effected by transfer in writing in any usual form, or in any other form as the Board may approve. Any instrument of transfer shall be signed by or on behalf of the transferor and, unless the Share is fully paid, by or on behalf of the transferee, and the transferor shall be deemed to remain the holder until the name of the transferee is entered in the Register.
- (8) In respect of Certificated Shares, every instrument of transfer shall be left at the Office or such other place as the Board may prescribe with the certificate of every Share to be transferred and such other evidence as the Board may reasonably require to prove the title of the transferor or his right to transfer the Shares; and the transfer and certificate shall remain in the custody of the Board

but shall be at all reasonable times produced at the request and expense of the transferor or transferee or their respective representatives. If requested, a new certificate shall be delivered to the transferee after the transfer is completed and registered on his application and when necessary a balance certificate shall be delivered if required by him in writing. A fee determined by the Board may be charged for each transfer and also for the registration of every probate notice power of attorney or document tendered for registration and shall be paid before registration.

- (9) The Board may, in its absolute discretion and without giving a reason, refuse to transfer, convert or register a transfer of Shares where the Shareholder has failed to comply with Article 3(16) and may also refuse to register a transfer of Shares if:
- (a) the Share is not fully paid or is a Share over which the Company has a lien;
  - (b) it is in respect of more than one class of Shares;
  - (c) it is in favour of more than four joint transferees;
  - (d) in the case of Certificated Shares, having been delivered for registration to the Office or such other place as the Board may decide, it is not accompanied by the certificate for the Shares to which it relates and such other evidence as the Board may reasonably require to prove title of the transferor and the due execution by him of the transfer or, if the transfer is executed by some other person on his behalf, the authority of that person to do so;
  - (e) in the opinion of the Directors, such Share would upon transfer become, or would be capable of being designated as, or would continue to be or would continue to be capable of being designated as, an Affected Share in accordance with Article 7;
  - (f) the transfer is in favour of a holder of Default Shares; or
  - (g) the transfer is not permitted under the U.S. Securities Act and any relevant state securities laws in the United States,

provided that this would not prevent dealings in the Share taking place on an open and proper basis on any Regulated Market on which such Share may be listed from time to time.

- (10) The Board may only decline to register a transfer of an Uncertificated Share in the circumstances set out in the Guernsey Regulations and where, in the case of a transfer to joint holders, the number of joint holders to whom the Uncertificated Share is to be transferred exceeds four. However, the Directors shall have the authority to make such arrangements as they think fit in order to convert the relevant Share from Uncertificated to Certificated form (as set out in Article 7) if such conversion may enable the Directors to exercise their powers and discretions under Article 7 and this Article 12.
- (11) No Shares in the Company shall be acquired with the assets of any Plan. Any



purported acquisition or holding of any Shares or Interest therein by any Non-Qualified Holder or with the assets of any Plan will be void and shall have no force and effect.

- (12) If, notwithstanding the foregoing provisions of this Article 12, a purported acquisition or holding or transfer of any Shares or Interest therein may not be treated (for any reason) as being void and of no force and effect in accordance with Article 12(11), such Shares shall, at the discretion of the Board, be: (i) automatically transferred to a charitable trust for the benefit of a charitable beneficiary and the purported holder will acquire no right in such Shares or such Interest; (ii) purchased by the Company; or (iii) transferred to a person who is not a Non-Qualified Holder or a Plan. Pending any such purchase or transfer, the Board shall be authorised to suspend the exercise of any special consent rights, any rights to receive notice of, or attend, any Shareholder meeting and any rights to receive any distribution with respect to such Shares. The Board shall be entitled to authorise any person to execute any transfer of such Shares or Interest in order to give effect to the terms of this Article 12(12).
- (13) Notwithstanding the foregoing, in the case of any Shares that are listed for trading on a Regulated Market or MTF and/or admitted to settlement through any Uncertificated System, the Board will not be permitted to decline to register or recognise any transfer of such Shares if the refusal to register or recognise such transfer would not be permitted by the listing rules of such Regulated Market or MTF or Uncertificated System Requirements, through which such securities then trade and settle.
- (14) If the Board refuses to register the transfer of any Share it shall, within two months of the date on which such transfer was lodged with the Company, send notice of such refusal to the transferee.
- (15) No fee shall be payable to the Company in respect of the registration of any transfer, probate, letters of administration, certificate or marriage or death, power of attorney, instruction or other document relating to or affecting the title to any Shares.
- (16) The Company shall keep the Register in accordance with Sections 123 to 128 of the Law and the Uncertificated System Requirements and the Guernsey Regulations. Subject to the Uncertificated Security Requirements, the Register may be closed during such periods as the Board think fit not exceeding in all 30 days in any year.
- (17) On the death of a registered holder of a Share, the survivors (where the deceased was a joint holder) and the executors of the deceased (where the deceased was a sole holder) shall be the only persons recognised by the Company as having any title to or interest in his Shares; but nothing herein shall release the estate of a deceased joint holder from any liability in respect of any Share jointly held.
- (18) A person so becoming entitled to a Share in consequence of the death, bankruptcy or incapacity of a Shareholder shall have the right to receive and may give a discharge for all dividends and other money payable or other advantages due on or in respect of the Share, but he shall not be entitled to

receive notice of or to attend or vote at meetings of the Company, or save as aforesaid, to any of the rights or privileges of a Shareholder unless and until he shall be registered as a Shareholder in respect of the Share, any such person shall be entitled to elect by giving notice to the Company to become the holder of the Share or to have another person nominated by him registered as the transferee by executing a transfer of the Share to that person provided always that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Share and if the notice is not complied with within ninety days the Board may thereafter withhold all dividends or other moneys payable or other advantages due in respect of the Share until the requirements of the notice have been complied with.

### **13. ALTERATION OF CAPITAL**

- (1) The Company may at any time, by ordinary resolution, increase its authorised share capital (if specified) by such sum and divided into Shares of such amount as the relevant resolution shall prescribe.
- (2) Unless the Company shall have resolved otherwise, any new Shares shall be of such class and amount and have such preference or priority as regards dividends or in the distribution of assets or as to voting or otherwise over any other Shares of any class, whether then issued or not, or be subject to such stipulations deferring them to any other shares with regard to dividends or in the distribution of the assets as the Board may determine.
- (3) Subject as provided elsewhere in these Articles, the Company may by ordinary resolution:
  - (a) consolidate and divide all or any of its share capital into Shares of larger or smaller amounts than its existing Shares;
  - (b) subdivide all or any of its Shares into Shares of smaller amount so however that in subdivision the proportion between the amount paid and the amount if any unpaid on each reduced share shall be the same as it was in the case of the Share from which the reduced share is derived and so that the resolution whereby any Share is subdivided may determine that as between the holders of the shares resulting from subdivision one or more of the shares may have such preferred deferred or other rights over the others as the Company has power to attach to unissued or new shares;
  - (c) cancel any shares which at the date of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled; and
  - (d) where its share capital is expressed in a particular currency or former currency, denominate or redenominate it, whether by expressing its amount in units or subdivisions of that currency or former currency, or otherwise; and
  - (e) convert shares into stock and vice versa.
- (4) The Board on any consolidation of shares may deal with fractions of shares in

any manner.

- (5) The Company may reduce its share capital, any capital account or any share premium account in any manner and with and subject to any authorisation or consent required by the Law.

#### **14. GENERAL MEETINGS**

- (1) The first general meeting of the Company shall be held within such time as may be required by the Law and thereafter general meetings shall be held once at least in each subsequent calendar year. Other meetings of the Company shall be called extraordinary general meetings. General meetings shall be held in Guernsey or at such other place as may be determined by the Board. The requirement for an annual general meeting may be waived by the Shareholders in accordance with Section 201 of the Law.
- (2) A Shareholder participating by video link or telephone conference call or other electronic or telephonic means of communication in a meeting at which a quorum is present shall be treated as having attended that meeting provided that the Shareholders present at the meeting can hear and speak to the participating Shareholder and vice versa.
- (3) A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Shareholders participates and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to take place where the Chairman is present unless the Shareholders resolve otherwise.
- (4) Any general meeting convened by the Board, unless its time shall have been fixed by the Company in general meeting or unless convened in pursuance of a requisition, may be postponed by the Board by notice in writing and the meeting shall subject to any further postponement or adjournment be held at the postponed date for the purpose of transacting the business covered by the original notice.
- (5) The Board may convene an extraordinary general meeting of the Company whenever it thinks fit.
- (6) The Board may, whenever it thinks fit, and shall, on the requisition of Shareholders holding more than ten per cent. (10%) of such capital of the Company as carries the right to vote at general meetings (excluding any capital held as treasury shares), in accordance with Sections 203 and 204 of the Law proceed to convene a general meeting.

#### **15. NOTICE OF GENERAL MEETINGS**

Not less than ten days' notice specifying the time and place of any general meeting and specifying also, in the case of any special business, the general nature of the business to be transacted shall be given by notice sent by post or by electronic means by the Secretary or other Officer of the Company or any other person appointed in that behalf by the Board to such Shareholders as are entitled to receive notices provided that with the consent in writing of all the Shareholders entitled to attend a meeting may be convened by a shorter notice or at no notice and in any manner they think fit. In

every notice, there shall appear a statement setting out which class(es) of Shareholder are entitled to attend, speak and vote on which matters and that a Shareholder is entitled to appoint one or more proxies to attend, speak and vote instead of him (provided that each proxy is appointed to exercise the rights attaching to a different Share or Shares held by him) and that a proxy need not be a Shareholder.

## **16. PROCEEDINGS AT GENERAL MEETINGS**

- (1) The ordinary business of a general meeting shall be to receive and consider the profit and loss account and the balance sheet of the Company and the reports (if required) of the Directors and the Auditor to elect Directors and appoint Auditors in the place of those retiring, to fix the remuneration of the Directors and Auditors to sanction or declare dividends and to transact any other ordinary business which ought to be transacted at such meeting. All other business shall be deemed special and shall be subject to notice as hereinbefore provided.
- (2) The quorum for a general meeting shall be one (1) or more Shareholders present in person or by proxy and holding five per cent. (5%) or more of the voting rights relating to such meeting, whether or not the Company has only a single Shareholder. No business shall be transacted at any general meeting unless a quorum is present.
- (3) If within half an hour after the time appointed for the meeting a quorum is not present or if during a meeting such quorum ceased to be present the meeting if convened by or upon a requisition shall be dissolved. If otherwise convened it shall stand adjourned for seven days at the same time and place or to such other day and at such other time and place as the Board may determine and (subject to Article 16(5)) no notice of adjournment need be given. On the resumption of an adjourned meeting, those Shareholders present in person or by proxy shall constitute the quorum.
- (4) The Chairman (if any) or, if absent, the Deputy Chairman (if any) of the Board or, failing him, some other Director nominated by the Directors shall preside as Chairman at every general meeting of the Company, but if at any meeting none of the Chairman nor the Deputy Chairman nor such other Director be present within fifteen minutes after the time appointed for holding the meeting, or if none of them be willing to act as Chairman, the Directors present shall choose some Director present to be Chairman, or if no Directors be present, or if all the Directors present decline to take the chair the Shareholders present shall choose some Shareholder present to be Chairman.
- (5) 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 at any time and to any 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 notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (6) At any meeting, a resolution put to the vote shall be decided by a show of

hands or by a poll, at the option of the Chairman. Nevertheless, either before or upon the declaration of the result, a poll may be demanded:

- (a) by the Chairman;
- (b) by not less than five (5) Shareholders having the right to vote on the resolution; or
- (c) by a single Shareholder or Shareholders representing not less than ten (10) per cent. of the total voting rights of all Shareholders having the right to vote on the resolution.

The demand for a poll may be withdrawn before the poll is taken but should not invalidate the result if a show of hands declared before the poll was demanded.

Unless a poll be demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded.

- (7) A poll if demanded shall be taken at the meeting at which the same is demanded or at such other time and place as the Chairman shall direct and the result shall be deemed the resolution of the meeting.
- (8) If a poll is duly demanded, it shall be taken in such manner and at such place as the Chairman may direct (including the use of ballot or voting papers or tickets) and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may, in the event of a poll appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
- (9) A poll demanded on the election of a Chairman and a poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the Chairman directs not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded.
- (10) In case of an equality of votes on a poll the Chairman shall have a second or casting vote.

## **17. WRITTEN RESOLUTIONS**

- (1) Resolutions of the Shareholders may be approved in writing if so determined by the Directors or the Shareholders in accordance with Part XIII of the Law and every Shareholder entitled to vote and voting thereon shall have one vote for each Share carrying an entitlement to vote subject to any special voting powers or restrictions.
- (2) Notice specifying the proposed resolution in writing may be forwarded by the Company to Shareholders entitled to vote thereon by post or by facsimile or such other telephonic or electronic means of written communication as the Board may determine at any time.

- (3) Notices of proposed written resolutions forwarded by post shall be sent to the address of such Shareholders entered in the Register. Notices forwarded by any telephonic or electronic means of written communication shall be forwarded to such destination as the Shareholder in question may at any time designate in writing signed by him.
- (4) Notices of proposed written resolutions shall incorporate or be accompanied by an instrument to be signed by or on behalf of the Shareholder to whom it is addressed for the purpose of approving the same.
- (5) Any notice of a proposed written resolution shall specify a date and time (whether greater or lesser than any period for the time being prescribed by the Law) at which the instrument or instruments signed by or on behalf of the Shareholders voting in favour thereof shall be counted and at which the resolution if approved by the requisite majority shall become effective. No instrument received or signature appended thereto after such time shall be counted.
- (6) Notwithstanding anything else contained herein (and in particular the method of forwarding the notice of and instrument for approving the written resolution to Shareholders) all such instruments containing such approval shall be in writing and signed by the Shareholder or Shareholders in question. The signature of a Shareholder shall be acceptable for such purposes if received by facsimile telephonic transmission.
- (7) The accidental omission to give notice of any proposed written resolution to or the non-receipt of such notice by any Shareholder shall not invalidate any resolution or any proposed resolution otherwise duly approved.
- (8) Anything which is required to be done in general meeting or which could be done in general meeting or by the resolution (whether special or general) of a class of Shareholder shall be able to be done by written resolution in accordance with this Article 17.

## **18. VOTES OF SHAREHOLDERS**

- (1) Subject to Article 3, Article 7, to any rights or restrictions for the time being attached to any Share or parcel of Shares and to any special rights or restrictions for the time being attached to any class of share:
  - (a) on a show of hands every Shareholder (being an individual) present in person or by proxy or (being a corporation) present by a duly authorised representative at a general meeting shall have one vote; and
  - (b) on a poll every Shareholder (being an individual) present in person or by proxy or (being a corporation) present by a duly authorised representative at a general meeting shall have one vote for each Ordinary Share held by him.
- (2) Where there are joint registered holders of any Share such persons shall not have the right of voting individually in respect of such Share but shall elect one of their number to represent them and to vote whether in person or by proxy in their name. In default of such election or in any case where there is a dispute

between joint holders as to which of them is to vote, the person whose name stands first on the Register shall alone be entitled to vote.

- (3) Any Shareholder being incapable or of unsound mind may vote by his curator or other legal guardian. Any of such persons may vote either personally or by proxy.
- (4) On a poll votes may be given either personally or by proxy and a Shareholder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. A proxy need not be a Shareholder. An instrument of proxy may be valid for one or more meetings as indicated on the form of proxy.
- (5) A Shareholder shall not be entitled, in respect of any Share held by him, to attend (or vote either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company, unless all amounts payable by him in respect of that Share have been paid. No Shareholder shall be entitled to vote in respect of any Shares that he has acquired by purchase for consideration unless he has been registered as their holder.
- (6) 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 or in the case of a written resolution at a time prior to the time at which the resolution is to become effective and every vote not disallowed shall be valid for all purposes. Any objection made in due time shall be referred to the Chairman whose decision shall be final and binding.
- (7) A Shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend, speak and/or vote at any meeting of the Company. A Shareholder may appoint more than one proxy in respect of any meeting, provided that each such proxy is appointed to exercise the rights attaching to a different Share or Shares held by him.
- (8) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation under its common seal or under the hand of an officer or attorney duly authorised except that an electronic communication which contains an appointment of proxy may be permitted by the Board subject to such conditions as the Board may prescribe.
- (9) The Directors shall send proxy forms by post or by electronic means (which may be at the expense of the Company, and with or without provision for their return pre-paid) or, to the extent that a Shareholder has consented to the use of electronic communications and notified the Directors of an address for such purpose, and to the extent the Directors so decide, by using an electronic communication to all persons entitled to notice of, and to attend and vote at, any general meeting or at any separate meeting of the holders of any class of Shares.
- (10) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at or transmitted to the Office or such other venue as the Board may specify not less than 48 hours (excluding any day which is not a Business Day) before the time for holding the meeting or adjourned

meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than twenty four (24) hours before the time appointed for the taking of the poll and in default unless the Board directs otherwise the instrument of proxy shall not be treated as valid.

- (11) The instrument appointing a proxy may be in any form which the Board may approve and may include an instruction by the appointor to the proxy either to vote for or against or to abstain from voting on any resolution to be put to the meeting.
- (12) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and shall be as valid for any adjournment as for the meeting to which it relates.
- (13) Without prejudice to Section 226 of the Law, a vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or disability of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of such death disability or revocation shall have been received by the Company at the Office before the commencement of the meeting or adjournment or the taking of the poll at which the proxy is used.
- (14) Any corporation or other entity which is a Shareholder may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Shareholders of the Company or to approve any resolution submitted in writing and the person so authorised shall be entitled to exercise on behalf of the corporation or other entity which he represents the same powers (other than to appoint a proxy) as that corporation or other entity could exercise if it were an individual Shareholder of the Company. The grantor shall for the purposes of these Articles be deemed to be present in person at any meeting if a person so authorised is present at such meeting.

## **19. NUMBER AND APPOINTMENT OF DIRECTORS**

- (1) The first Directors of the Company shall be appointed by the subscribers to the Memorandum. Unless otherwise determined by the Company by ordinary resolution, or where a Director ceases to be a Director for any reason and until his replacement, the number of Directors shall not be fewer than seven.
- (2) The Board shall have power at any time to appoint any person eligible in accordance with Section 137 of the Law 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 (if any) fixed pursuant to these Articles. Any Director so appointed shall hold office only until the next following general meeting and shall then be eligible for re-election.
- (3) At no time shall a majority of the Board: (a) be citizens of, or resident in, the United States; or (b) not qualify as Independent Directors. The Chairman shall also, at all times, be an Independent Director. Each Director shall immediately inform the Board and the Company of any change, potential or intended, to his residential or U.S. citizenship status, whether for tax purposes or otherwise, or



to his independence for the purposes of the Listing Rules.

- (4) Subject to the provisions of any other Article and without prejudice to the powers of the Board, the holders of Ordinary Shares shall have power by ordinary resolution at any time to appoint any person eligible in accordance with Section 137 of the Law 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 (if any) fixed pursuant to these Articles. Any Director so appointed shall hold office only until the next following general meeting and shall then be eligible for re-election.
- (5) At each Annual General Meeting of the Company, all the Directors who held office at the two preceding Annual General Meetings and did not retire at either such meeting shall retire from office.
- (6) No person other than a Director retiring at a general meeting shall, unless recommended by the Directors, be eligible for election by the Company to the office of Director unless at least seven and not more than forty-two clear days before the date appointed for the meeting there shall have been left at the Office notice in writing signed by a Shareholder duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election together with notice in writing signed by that person of his willingness to be elected.
- (7) The Company at the meeting at which a Director retires in the manner aforesaid may by resolution of the holders of Ordinary Shares fill the vacated office by appointing a person thereto by ordinary resolution and in default the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at such meeting it is expressly resolved not to fill the vacated office or a resolution for the re-appointment of such Director shall have been put to the meeting and not passed. The Company at such meeting may also by resolution of the holders of Ordinary Shares (subject to the above) fill any other Director vacancies.
- (8) At a general meeting a motion for the appointment of two or more persons as Directors of the Company by a single resolution shall not be made unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.
- (9) For the avoidance of doubt, where all the Directors retire in accordance with these Articles and are not re-elected and where insufficient new Directors are elected to form a quorum, the retiring Directors shall be deemed to have been re-elected and, together with any new Directors elected, shall hold office until an ordinary resolution is passed in accordance with these Articles appointing sufficient new Directors to form a quorum.
- (10) The appointment of a person as a Director shall, unless otherwise specified in the resolution appointing him, take effect from the end of the meeting.

## **20. REMUNERATION OF DIRECTORS AND ALTERNATE DIRECTORS**

- (1) The Directors shall be remunerated for their services at such rate as the Board shall determine from time to time, provided that the aggregate amount of such

fees shall not exceed £550,000 per annum (or such amount as the Shareholders may approve in general meeting from time to time).

- (2) The Directors shall also be entitled to be paid all reasonable expenses properly incurred by them in attending general meetings, Board or committee meetings or otherwise in connection with the performance of their duties.
- (3) If any Director having been requested to do so by the Board shall render or perform extra or special services or shall travel or go to or reside in any country not his usual place of residence for any business or purpose of the Company he shall be entitled to receive such sum as the Board may think fit for expenses and also such remuneration as the Board may think fit either as a fixed sum or as a percentage of profits or otherwise and such remuneration may as the Board shall determine be either in addition to or in substitution for any other remuneration which he may be entitled to receive.
- (4) Any Director may by notice in writing under his hand served upon the Company or with the approval of the Directors by electronic communication to the Company appoint any person (whether a Shareholder of the Company or not) as an alternate Director to attend and vote in his place at any meeting of the Directors at which he is not personally present or to undertake and perform such duties and functions and to exercise such rights as he could personally and such appointment may be made generally or specifically or for any period or for any particular meeting and with and subject to any particular restrictions. Subject thereto, every such appointment shall be effective and the following provisions shall apply.
- (5) Every alternate Director while he holds office as such shall be entitled:
  - (a) if his appointor so directs the Secretary, to notice of meetings of the Directors and of committees of Directors of which his appointor is a member; and
  - (b) to attend and to exercise (subject to any restrictions) all the rights and privileges of his appointor at all such meetings at which his appointor is not personally present.
- (6) Every alternate Director shall ipso facto vacate office if and when his appointment expires by effluxion of time or his appointor vacates office as a Director or removes the alternate Director from office as such by notice in writing under his hand served upon the Company or with the approval of the Directors by electronic communication to the Company. If a Director retires by rotation or otherwise but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his re-appointment. An alternate Director shall be entitled to resign his office by giving notice in writing to the Company at any time.
- (7) No alternate Director shall be entitled as such to receive any remuneration from the Company but every alternate Director shall be entitled to be paid by the Company all reasonable expenses incurred in exercise of his duties.
- (8) A Director may act as alternate Director for another Director and shall be

entitled to vote for such other Director and be treated as two Directors for the purpose of determining whether any quorum is present as well as on his own account but no Director shall at any meeting be entitled to act as alternate Director for more than one other Director.

- (9) Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults, and he shall not be deemed to be the agent of the Director appointing him.

## **21. BORROWING POWERS OF THE BOARD**

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

## **22. OTHER POWERS AND DUTIES OF THE BOARD**

- (1) Amendments to the Articles may be proposed only by the Board who have no duty or obligation to propose any amendment and may decline to propose any amendment free of any duty or obligation whatsoever to the Company.
- (2) The business of the Company shall be managed by the Board who may exercise all such powers of the Company as are not required to be exercised by the Company in general meeting subject nevertheless to these Articles and to the Law and to such regulations as may be prescribed by the Company in general meeting but no regulation so made shall invalidate any prior act of the Board. The general powers given by this Article 22 shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- (3) The Board may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies and the Board may on behalf of the Company make such arrangements as it thinks advisable for taking the profits or bearing the losses of any branch or business so carried on or for financing assisting or subsidising any such subsidiary company or guaranteeing its contracts obligations or liabilities.
- (4) The Board may establish any local boards or agencies for managing any of the affairs of the Company and may appoint any one or more of its number or any other persons to be members of such local boards or any agents and may fix their remuneration and may delegate to any local board manager or agent any of the powers authorities and discretions vested in the Board with power to sub-delegate and may authorise the members of any local board to fill any vacancies and to act notwithstanding vacancies and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the Board may remove any person so appointed and may annul or vary any such delegation but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

- (5) The Board may at any time by power of attorney given under the hand of such person or persons duly authorised in that behalf appoint any person or any fluctuating body of persons whether nominated directly or indirectly by the Board, and including for the avoidance of doubt the Investment Manager and/or any general partner of the Investment Manager, to be the attorney of the Company for such purposes and with such powers and discretions and for such periods and subject to such conditions as the Board may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any attorney as the Board may think fit and may also authorise any attorney to sub-delegate all or any of his powers and discretions.

### **23. CONFLICTS OF INTEREST**

- (1) A Director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose to the Board in accordance with Section 162 of the Law, the nature and extent of that interest.
- (2) Article 23(1) does not apply if:
  - (a) the transaction or proposed transaction is between the Director and the Company; and
  - (b) the transaction or proposed transaction is or is to be entered into in the ordinary course of the Company's business and on usual terms and conditions.
- (3) A general disclosure to the Board to the effect that a Director has an interest (as Director, officer, employee, member or otherwise) in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party is sufficient disclosure of such Director's interest in relation to that transaction.
- (4) Nothing in Articles 23(1), 23(2) or 23(3) applies in relation to:
  - (a) any remuneration or other benefit given to a Director;
  - (b) any insurance purchased or maintained for a Director in accordance with Section 158 of the Law; or
  - (c) any qualifying third party indemnity provision provided for a Director in accordance with Section 159 of the Law.
- (5) Subject to Article 23(6), a Director is interested in a transaction to which the Company is a party if the Director:
  - (a) is a party to, or may derive a material benefit from, the transaction;
  - (b) has a material financial interest in another party to the transaction;
  - (c) is a Director, officer, employee or member of another party (other than a party which is an associated company) who may derive a material

financial benefit from the transaction;

- (d) is the parent, child or spouse of another party who may derive a material financial benefit from the transaction; or
  - (e) is otherwise directly or indirectly materially interested in the transaction.
- (6) A Director is not interested in a transaction to which the Company is a party if the transaction comprises only of the giving by the Company of security to a third party which has no connection with the Director, at the request of the third party, in respect of a debt or obligation of the Company for which the Director or another person has personally assumed responsibility in whole or in part under a guarantee, indemnity or security.
- (7) Save as provided in these Articles, 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 interest in shares or debentures or other securities of or otherwise through the Company. A Director shall not be counted in the quorum present in relation to such contract, arrangement or other proposal on which he is not entitled to vote (or when his vote cannot be counted) but shall be counted in the quorum present in relation to all other matters, proposals or resolutions considered or voted on at such meeting.
- (8) 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 resolution concerning any of the following matters namely:
- (a) the giving of any guarantee, 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;
  - (b) the giving of any guarantee, 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;
  - (c) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;
  - (d) 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. (1%) or more of the issued shares of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purpose of this Article 23 to be a material interest in all circumstances).
- (9) 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 with the Company or any company in which the

Company is interested, the Directors may be counted in the quorum for the consideration of such proposals and 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 the provisions of Article 23(7) above) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

- (10) If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be 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 interests of the Director concerned have not been fairly disclosed.
- (11) The Company may by ordinary resolution suspend or relax the provisions of Articles 23(7) and 23(8) above to any extent or ratify any transaction not duly authorised by reason of a contravention of any of the said Articles.
- (12) Subject to Article 23(7) above, the Directors may exercise the voting power conferred by the share in any other company held or owned by the Company or exercisable by them as Directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them Director, managing Director, managers or other officer of such company or voting or providing for the payment or remuneration to the Directors, managing Director, manager or other officer of such company).
- (13) A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director on such terms as to tenure of office or otherwise as the Directors may determine.
- (14) Subject to due disclosure in accordance with Article 23, no Director or intending Director shall be disqualified by his office from contracting with the Company as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested render the Director liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
- (15) Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.
- (16) Any Director may continue to be or become a Director, managing Director, manager or other officer or member of any company in which the Company may be interested and (unless otherwise agreed) no such Director shall be accountable for any remuneration or other benefits received by him as a Director, managing Director, manager or other officer or member of any such other company.
- (17) Any Director who, by virtue of any office or employment held with any other body corporate, may from time to time receive information that is confidential to

that other body corporate (or in respect of which he owes duties of secrecy or confidentiality to that other body corporate) shall be under no duty to the Company by reason of his being a Director to pass such information to the Company or to use that information for the benefit of the Company, in either case where the same would amount to breach of confidence or other duty owed to that other body corporate.

## **24. DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- (1) The office of a Director shall *ipso facto* be vacated:
  - (a) if he (not being a person holding for a fixed term an executive office subject to termination if he should cease for any cause to be a Director) resigns his office by written notice signed by him sent to or deposited at the Office;
  - (b) if he shall have absented himself (such absence not being absence with leave or by arrangement with the Board on the affairs of the Company) from meetings of the Board for a consecutive period of six months and the Board resolves that his office shall be vacated;
  - (c) if he becomes of unsound mind or incapable;
  - (d) if he becomes bankrupt, insolvent, or suspends payments to his creditors or becomes prohibited by law from acting as a Director;
  - (e) if the Shareholders in general meeting declare that he shall cease to be a Director;
  - (f) if he becomes ineligible to be a Director in accordance with Section 137 of the Law; or
  - (g) if he is not already resident in, or a citizen of, the United States and becomes resident in or a citizen of the United States and, as a result thereof, a majority of the Directors would, if he were to remain a Director, be resident in or citizens of the United States.
- (2) If the Shareholders in general meeting should remove any Director prior to the expiration of his period of office, such Shareholders or the Board may appoint another person to be a Director in his stead and such replacement Director shall retain his office for so long only as the out-going Director would have held the same had he not been so removed. Any such removal shall be without prejudice to any claims that such Director may have for the breach of any contract of service between himself and the Company.

## **25. PROCEEDINGS OF DIRECTORS**

- (1) The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman at the meeting shall have a second or casting vote.
- (2) A video link or telephone conference call or other electronic or telephonic

means of communication in which a quorum of Directors participates and all participants can hear and speak to each other shall be a valid meeting.

- (3) The Board shall also determine the notice necessary for its meetings (including the form of notice which may include at the discretion of the Board written notice by means of electronic communication (email) or facsimile transmission) and the persons to whom such notice shall be given subject always to the requirement that notice shall be given to all Directors and Alternate Directors. A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretions exercisable by the Board.
- (4) The continuing Directors may act notwithstanding any vacancy but, if and so long as their number is reduced below the minimum number fixed pursuant to these Articles, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting but for no other purpose. If there be no Directors able or willing to act, then any Shareholder or Director may summon a general meeting for the purpose of appointing Directors.
- (5) Subject to Article 25(8) below, the Board shall elect an Independent Director to be Chairman of their meetings and determine the period for which he is to hold office. If no such Chairman be elected or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present may choose another Independent Director to be Chairman of the meeting.
- (6) The Board may delegate any of their powers to committees consisting of such one or more Directors as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to regulations that shall be imposed on it by the Board. Such regulations shall clearly and precisely delineate the nature, extent and limitations of any powers which are delegated to the committee and shall specify levels of authority and reporting obligations of the committee. The powers delegated to any committee shall be non-exclusive and subject to supervision by the Board at meetings of the Board.
- (7) Subject to Article 25(8) below, the quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be two Independent Directors, except that, where the minimum number of Directors has been fixed at one, a sole Director shall be deemed to form a quorum and that sole Director must be an Independent Director. In any meeting involving more than two Directors there must be a majority of Independent Directors in attendance to form a quorum. In any meeting involving an equal number of Independent and Non-Independent Directors then for so long as the Chairman (being an Independent Director) is entitled to a casting or second vote there will be deemed to be a majority of Independent Directors in attendance at that meeting. For the purposes of this Article 25, an alternate appointed by a Director shall be counted in a quorum at a meeting at which the Director appointing him is not present.
- (8) If at any time and for whatever reason the Board shall comprise of either (i) a minority of Independent Directors or (ii) non-Independent Directors only, then the Board must convene a meeting as soon as practicable for the purpose of



appointing such number of Independent Directors as is required to satisfy Article 19(1) and 19(2) but so that the total number of Directors shall not at any time exceed the number (if any) fixed pursuant to these Articles and any Director so appointed shall hold office only until the next following general meeting and shall then be eligible for re-election. The quorum for such meetings shall be, in the case of (i) a minority of Independent Directors, one Independent Director and in the case of (ii) non-Independent Directors only, one non independent Director.

- (9) A resolution in writing signed by each Director (or his alternate) entitled to receive notice of a meeting of the Board or by all the members of a committee shall be as valid and effectual as a resolution passed at a meeting of the Board or committee. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or members of the committee and may be transmitted to the Company by facsimile. A resolution signed by an alternate Director need not be signed also by his appointor.

## **26. EXECUTIVE DIRECTOR**

- (1) The Board may at any time appoint one or more of their body to be holder of any executive office including the office of Managing Director on such terms and for such periods as they may determine.
- (2) The appointment of any Director to any executive office shall be subject to termination if he ceases from any cause to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- (3) The Board may entrust to and confer upon a Director holding any executive office any of the powers exercisable by the Board upon such terms and conditions and with such restrictions as it thinks fit either collaterally with or to the exclusion of their own powers and may at any time revoke withdraw alter or vary all or any of such powers.

## **27. SECRETARY**

- (1) The Secretary shall be appointed by the Board. Anything required or authorised to be done by or to the Secretary, may, if the office is vacant or there is for any other reason no Secretary capable of acting be done by or to any Assistant or Deputy Secretary or if there is no Assistant or Deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors provided that any provisions of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary. A secretary shall have such duties as may be agreed by the Board and the Secretary and, in the absence of such agreement, those duties shall include the duties set out in section 171 of the Law.

- (2) No person shall be appointed or hold office as Secretary who is:
  - (a) the sole Director of the Company; or
  - (b) a corporation the sole Director of which is the sole Director of the Company; or
  - (c) the sole Director of a corporation which is the sole Director of the Company.

## **28. THE SEAL**

If the Board determines to maintain a Seal they shall provide for the safe custody of the Seal which shall only be used by authority of the Board or of a committee thereof and every instrument to which the Seal shall be affixed shall be signed by any such persons as are authorised by the Board in that behalf. The Board may authorise the use of a duplicate or facsimile Seal for use outside Guernsey in such manner as the Board may at its discretion determine.

## **29. AUTHENTICATION OF DOCUMENTS**

Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the Company (including the Memorandum and these Articles) and any resolutions passed by the Company or the Board and any books records documents and accounts relating to the business of the Company and to certify copies or extracts as true copies or extracts; and where any books records documents or accounts are elsewhere than at the Office the local manager or other Officer of the Company or its legal counsel having their custody shall be deemed to be a person appointed by the Board as aforesaid.

## **30. DIVIDENDS**

- (1) Subject to compliance with Section 304 of the Law and the terms of Article 3, the Board may at any time declare and pay such dividends as appear to be justified by the position of the Company.
- (2) Subject always to the provisions of the Law, the payment of any dividend by the Company shall be at the absolute discretion of the Directors.
- (3) Subject to Article 3, unless and to the extent that the rights attached to any Shares or the terms of issue thereof otherwise provide, all dividends shall be declared and paid pro rata on the shares of the relevant class in respect of which the dividend is paid.
- (4) Subject as stated in Article 30(2), the Board may at any time declare and pay such interim dividends on any class of shares in the Company as appear to be justified by the position of the Company.
- (5) Subject to the Law, where any asset business or property is bought by the Company as from a past date whether such date be before or after the incorporation of the Company profits and losses as from such date may at the discretion of the Board in whole or in part be carried to revenue account and treated for all purposes as profits and losses of the Company. Subject as

aforesaid if any Shares or securities are purchased cum dividend or interest such dividend or interest may at the discretion of the Board be treated as revenue and it shall not be obligatory to capitalise all or part of the same.

- (6) The Board may deduct from any dividend payable to any Shareholder on or in respect of a Share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.
- (7) The Board may retain any dividend or other moneys payable on or in respect of a Share on which the Company has a lien and may apply the same in or towards satisfaction of the liabilities or obligations in respect of which the lien exists.
- (8) The Board may retain dividends payable upon Shares in respect of which any person is entitled to become a Shareholder until such person has become a Shareholder.
- (9) All dividends shall be dispatched simultaneously to the Shareholders entitled to the dividend. Any dividend interest or other moneys payable in cash may be paid by:
  - (a) cheque sent through the mail directed to:
    - (i) the address of the Shareholder shown in the Register or to the address of the joint holders of Shares shown first in the Register; or
    - (ii) an address which the Shareholder has, or joint holders have, in writing notified the Company as the address to which dividends should be sent;
  - (b) electronic funds transfer to an account with a bank or other financial institution nominated by the Shareholder and acceptable to the Company; or
  - (c) any other means determined by the Directors.

Dividends may be declared and paid in any currency or currencies that the Board shall determine. The Board may also determine the exchange rate and the relevant date for determining the value of a dividend in any currency.

- (10) Any one of two or more joint holders may give effectual receipts for any dividends interest bonuses or other moneys payable in respect of their joint holdings. The Company may pay any dividend or other moneys in respect of a jointly held Share to any of the joint holders.
- (11) No dividend or other moneys payable on or in respect of a Share shall bear interest against the Company.
- (12) All unclaimed dividends may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of twelve years after having been declared or became due for payment shall be

forfeited and shall revert to the Company and the payment by the Board of any unclaimed dividend or other sum payable on or in respect of a Share into a separate account will not constitute the Company a trustee in respect thereof.

### **31. RESERVES**

The Board may before recommending any dividend set aside such sums out of profits or otherwise as it thinks proper as reserves which shall at the discretion of the Board be applicable for any purpose to which such sums of may be properly applied and pending such application may either be employed in the business of the Company or be invested in such investments as the Board may at any time think fit. The Board may also without placing the same to reserve carry forward any profits or other sums which it may think prudent not to distribute.

### **32. CAPITALISATION OF PROFITS**

- (1) Subject as otherwise provided by these Articles, the Company in general meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and, accordingly, that such sums be set free for distribution amongst the Shareholders who would have been entitled thereto if distributed and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any Shares held by such Shareholders respectively or paying up in full unissued Shares of the Company to be allotted and distributed credited as fully paid to and amongst such Shareholders.
- (2) Whenever such resolution mentioned in Article 32(1) above shall have been passed, the Board shall make all appropriations and applications of the reserves or profits resolved to be capitalised and all allotments and issues of fully-paid Shares and generally shall do all things required to give effect thereto with full power to the Board to make such provision by payment in cash or otherwise as it thinks fit for the case of Shares becoming distributable in fractions and also to authorise any person to enter on behalf of all Shareholders entitled thereto into an agreement with the Company providing for the allotment to them respectively credited as fully paid of any further Shares to which they may be entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf by the application thereto of their respective proportions of the amounts resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing Shares and any agreement made under such authority shall be effective and binding on all such Shareholders.

### **33. ACCOUNTS**

- (1) The Board shall cause proper books of account to be kept with respect to all the transactions assets and liabilities of the Company in accordance with the Law and shall ensure financial statements are prepared in accordance with U.S. GAAP on an annual and semi-annual basis. Such annual and semi-annual financial statements must be published together with a statement of the accounting policies used in their preparation, such information as may be

required by applicable laws and regulations and such other information as the Board deems appropriate. The Company shall, where so required, comply with all other applicable law and regulation in the preparation and publication of its annual and semi-annual financial statements.

- (2) The Company's annual financial statements must be audited by the Company's Auditor and sent to or otherwise made available to holders of Shares within the time periods prescribed by those laws and regulations applicable to the Company from time to time and, in no event, later than 10 days before the Annual General Meeting.
- (3) The Company's semi-annual financial statements may be unaudited and must be sent to or otherwise made available to holders of within the time periods prescribed by those laws and regulations applicable to the Company from time to time.
- (4) The books of account shall be kept at the Office or at such other place as the Board shall think fit and shall at all times be open to the inspection of the Directors but no person other than a Director or Auditor or other person whose duty requires and entitles him to do so shall be entitled to inspect the books accounts and documents of the Company except as provided by the Law or authorised by the Board or by the Company in general meeting.
- (5) A balance sheet shall be laid before the Company at its Annual General Meeting in each year and such balance sheet shall contain a general summary of the assets and liabilities of the Company. The balance sheet shall be accompanied by a report of the Directors as to the state of the Company as to the amount (if any) which they recommend to be paid by way of dividend and the amount (if any) which they have carried or propose to carry to reserve. The Auditors' report shall be attached to the balance sheet or there shall be inserted at the foot of the balance sheet a reference to the report.
- (6) A copy of every balance sheet and of all documents annexed thereto including the reports of the Directors and the Auditors shall at least ten days before the date of such meeting be sent to each of the registered holders of Shares and to the Auditors. Any holder may by written notice served on the Company waive this requirement.

#### **34. AUDITORS**

- (1) A Director shall not be capable of being appointed as an Auditor.
- (2) The Auditor shall be an independent accountant firm of international standing.
- (3) A person other than a retiring Auditor shall not be capable of being appointed Auditor at an ordinary general meeting unless notice of intention to nominate that person as Auditor has been given by a Shareholder entitled to vote on the appointment of the Auditor to the Company not less than fourteen days before the meeting and the Board shall send a copy of any such notice to the retiring Auditor and shall give notice to the Shareholders entitled to vote on the appointment of the Auditor not less than seven days before the meeting provided that if after notice of the intention to nominate an Auditor has been so given a meeting is called for a date fourteen days or fewer after such notice has

been given the requirements of this provision as to time in respect of such notice shall be deemed to have been satisfied and the notice to be sent or given by the Company may instead of being sent or given within the time required by this Article 34 be sent or given at the same time as the notice of the meeting.

- (4) The first Auditor shall be appointed by the Board before the first general meeting and they shall hold office until the first general meeting unless previously removed in which case the Shareholders at such meeting and entitled to vote on the appointment of the Auditor may appoint the Auditor.
- (5) The Board may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditors (if any) may act.
- (6) The remuneration of the Auditor shall be fixed by the Company in general meeting or in such manner as the Company may determine except that the remuneration of any Auditor appointed by the Directors shall be fixed by the Directors.
- (7) Every Auditor shall have a right of access at all times to the books accounts and documents of the Company and as regards books accounts and documents of which the originals are not readily available shall be entitled to rely upon copies or extracts certified by an officer of the Company and shall be entitled to require from the Board such information and explanations as may be necessary for the performance of their duties and the Auditors shall make a report to the Shareholders on the accounts examined by them and the report shall state whether in their opinion the accounts give a true and fair view of the state of the Company's affairs and whether they have been prepared in accordance with the Law.
- (8) Any Auditor shall be eligible for re-election.

### **35. NOTICES**

- (1) A notice or other communication may be given by the Company to any Shareholder by any means as set out in section 523 of the Law.
- (2) 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 such Share.
- (3) Any notice or other communication sent to the address of any Shareholder shall, notwithstanding the death, disability or insolvency of such Shareholder and whether the Company has notice thereof, be deemed to have been duly served in respect of any Share registered in the name of such Shareholder as sole or joint holder and such service shall, for all purposes, be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in any such Share.
- (4) All Shareholders shall be deemed to have agreed to accept communication from the Company by electronic means in accordance with Sections 524 and 526 and Schedule 3 of the Law unless a Shareholder notifies the Company otherwise. Notice under this Article 35 must be in writing and signed by the

Shareholder and delivered to the Office or such other place as the Board directs.

- (5) Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the Register, has been duly given to a person from which he derives his title.

### **36. WINDING UP**

- (1) If the Company shall be wound up, the surplus assets remaining after payment of all creditors shall be divided among the Shareholders in accordance with the rights attaching to the Shares.
- (2) Within each class of Shares, the surplus assets remaining will be divided *pari passu* among the Shareholders of that class in proportion to the number of Shares of that class held at the commencement of the winding-up, subject in any such case to the rights of any Shares which may be issued with special rights or privileges.
- (3) If the Company shall be wound up the Liquidator may with the authority of a special resolution divide among the Shareholders in specie the whole or any part of the assets of the Company and whether or not the assets shall consist of property of a single kind and may for such purposes set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Shareholders or different classes of Shareholders. The Liquidator may with the like authority vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the Liquidator with the like authority shall think fit and the liquidation of the Company may be closed and the Company dissolved but so that no Shareholder shall be compelled to accept any shares or other assets in respect of which there is any outstanding liability.
- (4) Where the Company is proposed to be or is in the course of being wound up and the whole or part of its business or property is proposed to be transferred or sold to another company (in this Article 36(4), the "**transferee**"), the Liquidator of the Company may, with the sanction of an Ordinary Resolution conferring either a general authority on the Liquidator or an authority in respect of any particular arrangement, receive in compensation or part-compensation for the transfer or sale, shares or other like interests in the transferee for distribution among the Shareholders or may enter into any other arrangement whereby the Shareholders may, in lieu of receiving cash, receive shares or other like interests, or in addition thereto, participate in the profits of or receive any other benefits from the transferee.

### **37. INDEMNITY**

- (1) The Directors, Secretary and officers for the time being of the Company and their respective heirs and executors shall, to the extent permitted by Section 157 of the Law, be fully indemnified out of the assets and profits of the Company from and against all actions expenses and liabilities which they or their respective heirs or executors may incur by reason of any contract entered into or any act in or about the execution of their respective offices or trusts

except such (if any) as they shall incur by or through their own negligence, default, breach of duty or breach of trust respectively and none of them shall be answerable for the acts receipts neglects or defaults of the others of them or for joining in any receipt for the sake of conformity or for any bankers or other person with whom any moneys or assets of the Company may be lodged or deposited for safe custody or for any bankers or other persons into whose hands any money or assets of the Company may come or for any defects of title of the Company to any property purchased or for insufficiency or deficiency of or defect in title of the Company to any security upon which any moneys of the Company shall be placed out or invested or for any loss misfortune or damage resulting from any such cause as aforesaid or which may happen in or about the execution of their respective offices or trusts except the same shall happen by or through their own negligence, default, breach of duty or breach of trust.

- (2) The Directors may agree to such contractual indemnities for the benefit of the Secretary, officers, employees and other agents of the Company and contracting parties as they may, from time to time, deem fit.
- (3) Notwithstanding Article 37(1), the Board may purchase and maintain, at the expense of the Company, insurance for the benefit of the Directors, Secretary, officers, employees and other agents of the Company and/or to cover the corporate reimbursement of such Directors, Secretary, officers, employees and other agents.

### **38. INSURANCE**

Without prejudice to any other provisions of these Articles, the Directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company, or of any other body (whether or not incorporated) which is or was its subsidiary of the Company (together "**Group Companies**") or otherwise associated with the Company or any Group Company or in which the Company or any such Group Company has or had any interest, whether direct or indirect, or of any predecessor in business of any of the foregoing, including (without prejudice to the generality of the foregoing) insurance against any costs, charges, expenses, losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and discretions and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such other body.

### **39. INSPECTION OF DOCUMENTS**

The Board shall determine whether and to what extent and at what times and places and under what conditions the accounts books and documents of the Company shall be open to inspection and no Shareholder shall have any right of inspecting any account or book or document except as conferred by the Law or authorised by the Board.