

BAKER STEEL RESOURCES TRUST LIMITED

(the "Company")
(Guernsey Registered No.51576)

Minutes of an Extraordinary General Meeting (the "EGM") of the Members of the Company held at Arnold House, St. Julian's Avenue, St. Peter Port, Guernsey on Monday 4th January 2016 at 9.30am (GMT)

Present: Mr Christopher Sherwell - Chairman

In Attendance Mrs Helen Whitaker - Representing HSBC Securities Services (Guernsey) Limited ("HSSG"), Company Secretary

CHAIRMAN & SECRETARY

In accordance with the Articles of Incorporation (the "Articles") Mr Sherwell was acting as Chairman of the meeting and as such would act as proxy for all shareholders who had appointed the Chairman to act as their proxy.

Mrs Whitaker would act as Secretary and record the minutes.

NOTICE AND QUORUM

The Chairman confirmed notice of the Meeting had been issued to all shareholders in accordance with Article 51 of the Articles and that 73,291,567 shares being 63.58% of the Ordinary and Management Ordinary shares in issue with voting rights were represented at the Meeting.

A copy of the Members' Register of Proxy Votes appointing the Chairman is attached hereto and forms part of these Minutes.

It was noted that the Meeting was quorate and properly convened and could therefore proceed.

RESOLUTIONS

ORDINARY RESOLUTION

To approve the proposal to amend the Company's investment policy so as to allow the Company to increase its investment in the Polar Silver Group provided this investment shall not exceed 35 per cent. of the value of the Company's gross assets as at the date of the relevant transaction.

SPECIAL RESOLUTION

To approve the adoption of the new Articles of Incorporation, excluding the existing restriction that a majority of the Directors shall be resident for tax purposes outside of the United Kingdom.

RESULTS

The Secretary advised that proxy forms had been received from 42 shareholders and all had been confirmed as valid by the registrar.

The Chairman asked the Secretary to present the results of the votes received.

Mrs. Whitaker confirmed that the total number of votes cast were 73,291,567 and the results were as follows:

RESTRICTED

	For	Against	Majority for the resolution
Ordinary resolution	73,291,567	Nil	100.0%
Special resolution	73,291,567	10,000	99.99%

The Chairman thanked Mrs Whitaker for providing the results of the Poll.

The Chairman declared that both the Ordinary and the Special Resolutions were duly proposed and passed. The Chairman then requested that Mrs Whitaker ensure all required regulatory filings and announcements were completed as soon as practicable.



 CHAIRMAN
 DATE: 4 JAN '16

Company No. 51576

THE COMPANIES (GUERNSEY) LAW, 2008, AS AMENDED

COMPANY LIMITED BY SHARES

ARTICLES OF INCORPORATION

of

BAKER STEEL RESOURCES TRUST LIMITED

As adopted by a special resolution passed on 4 January 2016

Certified true copy



HSBC Securities Services (Guernsey) Limited

Secretary **HELEN WHITAKER**

06/01/2016

THE COMPANIES (GUERNSEY) LAW, 2008, AS AMENDED

COMPANY LIMITED BY SHARES

ARTICLES OF INCORPORATION

OF

BAKER STEEL RESOURCES TRUST LIMITED

PRELIMINARY

Exclusion of standard articles

Standard articles of incorporation as may be prescribed by the States of Guernsey Commerce and Employment Department, or any successor, from time to time shall not apply to the Company.

INTERPRETATION

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

"Admission" means the admission of the Ordinary Shares issued and to be issued to the Official List of the UK Listing Authority and to trading on the London Stock Exchange's main market for listed securities;

"Articles" means the articles of incorporation of the Company as the same may be amended, supplemented or otherwise modified from time to time;

"Auditors" means the auditors from time to time of the Company;

"Board" means a board of directors at any time of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present;

"Business Day" means any day (except Saturday or Sunday) on which banks in London and Guernsey are both open for business;

"Companies Law" means The Companies (Guernsey) Law, 2008, as amended, as the same may be modified, re-enacted or consolidated, including any enactment made in substitution therefore from time to time;

"Company" means Baker Steel Resources Trust Limited incorporated under the Companies Law in respect of which these Articles have been registered;

"CREST" the computerised system operated by Euroclear which facilitates the transfer of shares;

"CREST Guernsey Requirements" Rule 8 and such other of the rules and requirements of Euroclear as may be applicable to issuers as from time to time specified in the CREST Manual;

"CREST Manual" means the rules governing the operation of CREST issued by Euroclear;

"CREST Regulations" means the Uncertificated Securities Regulations 2001 (SI 2001 No 3755), and/or equivalent regulations applicable from time to time in Guernsey;

"CREST Rules" means rules within the meaning of the relevant CREST Regulations and/or the Financial Services and Markets Act 2000 made by Euroclear as operator of a designated system under or pursuant to Directive 98/26/EC on settlement finality in payment and securities settlement systems;

"CREST UK system" means the facilities and procedures for the time being of the relevant system of which Euroclear has been approved as operator pursuant to the CREST Regulations;

"dematerialised instruction" means an instruction sent or received by means of the CREST UK system;

"Director" means a director of the Company for the time being or, as the case may be, the directors assembled as a Board or committee of such Board;

"Document" has the meaning set out in Article 131;

"DTR" means the Disclosure Rules and Transparency Rules, being in force in the United Kingdom, as amended from time to time;

"equity shares" shares comprised in the Company's issued share capital excluding any part of that capital which, neither as respects dividends nor as respects capital, carries any right to participate beyond a specified amount in a distribution;

"ERISA" means the US Employee Retirement Income Security Act of 1974;

"Euroclear" means Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited), the operator of CREST;

"executed" includes any mode of execution;

"FSA" means the Financial Services Authority of the United Kingdom or any successor;

"FSA Handbook" means the FSA Handbook of Rules and Guidance as amended from time to time;

"holder" or "member" in relation to shares means the member recorded as a holder of a share in the Company's register of members;

"Investment Manager" means the person for the time being appointed and acting as investment manager to the Company;

"Law" means every order in council, law, ordinance, statutory instrument or regulation for the time being in force concerning companies registered in Guernsey and affecting the Company (including, for the avoidance of doubt, the Companies Law) in each case as amended, extended or replaced from time to time;

"Listing Rules" means the listing rules of the UKLA;

"London Stock Exchange" means the London Stock Exchange plc;

"Management Ordinary Share" means a management ordinary share of no par value in the Company designated as a management sterling participating ordinary share by the Directors in accordance with the Companies Law and these Articles having the rights and being subject to the restrictions specified in these Articles;

"Management Ordinary Shareholder" means a person recorded as a holder of a Management Ordinary Share in the Company's register of members;

"Main Market" means the London Stock Exchange's main market for listed securities;

"Manager" means the person for the time being appointed and acting as manager of the Company;

"Memorandum" means the memorandum of incorporation of the Company, as the same may be amended, supplemented or otherwise modified from time to time;

"Net Asset Value" or "NAV" means the amount determined as at the close of business on a Valuation Day in accordance with the valuation principles in the Prospectus as being the Net Asset Value of the Company;

"office" means the registered office of the Company;

"Official List" means the Official List of the UKLA;

"ordinary resolution" means a resolution of the Company passed as an ordinary resolution in accordance with the Companies Law;

"Ordinary Share" means an ordinary share of no par value in the Company designated as a sterling participating ordinary share by the Directors in accordance with the Companies Law and these Articles having the rights and being subject to the restrictions specified in these Articles;

"Ordinary Shareholder" means a person recorded as a holder of an Ordinary Share in the Company's register of members;

"paid", "paid up" and "paid-up" in relation to shares and share capital means paid or credited as paid;

"Plan" means an "employee benefit plan" (within the meaning of Section 3(3) of ERISA) that is subject to Title I of ERISA, a plan, individual retirement account or other arrangement that is subject to Section 4975 of the US Internal Revenue Code and entities whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement;

"Prohibited Person" any person who by virtue of his holding or beneficial ownership of shares in the Company would or might in the opinion of the Directors:

- (i) give rise to an obligation on the Company to register as an "investment company" under the US Investment Company Act of 1940, as amended or any similar legislation;
- (ii) give rise to an obligation on the Company to register under the US Exchange Act of 1934, as amended or any similar legislation or result in the Company not being considered a "foreign private issuer" as such term is defined in Rule 3b-4(c) under the US Exchange Act of 1934, as amended;
- (iii) give rise to an obligation on the Manager or Investment Manager to register as a commodity pool operator or commodity trading adviser under the US Commodity Exchange Act of 1974, as amended or any similar legislation;
- (iv) result in a US Plan Investor holding shares in the Company;
- (v) create, in the absolute discretion of the Directors, a material legal or regulatory issue for the Company under the US Bank Holding Company Act of 1956, as amended, or regulations or interpretations thereunder; or
- (vi) result in a person holding shares in the Company in violation of the transfer restrictions put forth in any prospectus published by the Company, from time to time, in connection with any increase in the Company's share capital pursuant to these Articles;

"Prospectus" means the prospectus, offering memorandum, information memorandum or similar document from time to time relating to the Company;

"relevant system" means a computer-based system and procedures which enable title to units of a security to be evidenced and transferred without a written instrument, and which facilitate supplementary and incidental matters and includes the system operated by Euroclear known as the "CREST System";

"Reserved Matters" means any of the following matters or proposals: (i) a material change to the Company's investment objective, investment policy, or borrowing policy, each as set out in the Prospectus; (ii) the cancellation of Company's listing on the Official List; (iii) the entry by the Company into: (a) any transaction which by virtue of the Class Tests (as defined in the Listing Rules) requires shareholder approval; or (b) a Related Party Transaction (as defined in the Listing Rules); (iv) the

grant to the Company of any authority to make market purchases of the Ordinary Shares; and (v) the annual re-election of any non-independent Director of the Company;

"secretary" means the secretary of the Company or other person appointed to perform the duties of the secretary of the Company including a joint, assistant or deputy secretary;

"special resolution" means a resolution of the Company passed as a special resolution in accordance with the Companies Law;

"Sponsor" means in relation to the Company, the CREST sponsor as has been accepted by Euroclear from time to time as the Sponsored Member's CREST sponsor (other than a CREST central sponsor) in accordance with the CREST Requirements;

"uncertificated" means a unit of a Guernsey security title to which is recorded on the relevant register of securities as being held in uncertificated form and title to which may be transferred by means of the CREST UK system; and "certificated" means a unit of a security which is not an uncertificated unit;

"UKLA" means the FSA acting in its capacity as competent authority for the purposes of admissions to the Official List;

"US" or "United States" means the United States of America, its territories and possessions, any state in the United States of America and District of Columbia;

"US Internal Revenue Code" means the US Internal Revenue Code of 1986, as amended;

"US Person" means a person who is a "US person" within the meaning of Regulation S under the US Securities Act;

"US Plan Investor"

(i) an employee benefit plan as defined in section 3(3) of ERISA (whether or not subject to the provisions of Title I of ERISA, but excluding plans maintained outside of the US that are described in Section 4(b)(4) of ERISA;

(ii) a plan, individual retirement account or other arrangement that is described in Section 4975 of the US Internal Revenue Code, whether or not such plan, account or arrangement is subject to Section 4975 of the US Internal Revenue Code;

(iii) an insurance company using general account assets, if such general account assets are deemed to include assets of any of the foregoing types of plans, accounts or arrangements for purposes of Title I of ERISA or Section 4975 of the US Revenue Code; or

(iv) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA of Section 4975 of the US Internal Revenue Code;

"US Securities Act" means the US Securities Act of 1933, as amended; and

"Valuation Day" means the last Business Day of each calendar month and/or such other day or days at the discretion of the Directors.

(a) a reference to any law, statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such law, statute or statutory provision as the same may have been or may from time to time be amended, modified, extended, consolidated, re-enacted or replaced and shall include any subordinated legislation or regulation made thereunder;

(b) reference to "subsidiary" or "holding company" shall be construed in accordance with the Companies Law;

(c) words denoting the singular include the plural and vice versa;

(d) words denoting a gender include every gender;

(e) references to persons shall include firms, corporations, partnerships, associations and other bodies of persons, whether corporate or not;

(f) the word "may" shall be construed as permissive and the word "shall" shall be construed as imperative;

(g) the word "signed" shall include a signature or a representation of a signature affixed by mechanical means;

(h) the words "in writing" shall mean written, facsimiled, or otherwise electronically transmitted or published in a readable form, printed, photographed or lithographed or represented by any other substitute for writing or partly one or partly another;

(i) references to something in electronic form shall include:

(i) something partly in electronic form;

(ii) something, whether or not itself in electronic form:

(A) made wholly or partly by electronic means; or

(B) made wholly or partly by means of something wholly or partly in electronic form;

(j) the word "discretion" shall mean absolute discretion and the expression "as the Directors may determine" shall mean as the Directors in their absolute discretion may determine;

(k) references to "notice" means a notice in writing unless otherwise specifically stated;

(l) references to "paid up" shall include credited as paid up;

- (m) a reference to the Auditors confirming any matter shall be construed to mean confirmation of their opinion as to such matter whether qualified or not;
- (n) a reference to an Article, unless the context otherwise requires, is a reference to an Article of these Articles;
- (o) subject to the above provisions any words defined in the Companies Law or the Interpretation (Guernsey) Law, 1948 shall bear the same meaning in these Articles; and
- (p) the headings in these Articles are intended for convenience only and shall not affect the construction of these Articles.

SHARE CAPITAL

- 2(a) The Company may issue an unlimited number of shares of a nominal or par value and/or of no par value or a combination of both.
- (b) Subject to the provisions of the Law and without prejudice to any rights attached to any existing shares or class of shares or to the provisions of Article 5(a), new shares in the Company may be issued with or have attached thereto such preferred, deferred, conversion or other rights or restrictions as the Company may from time to time by ordinary resolution determine or, subject to or in default of any such direction, as the Directors may determine.
- 3(a) The Company may issue fractions of shares and any such fractional shares shall rank *pari passu* in all respects with the other shares of the same class issued by the Company.
- (b) The Company may from time to time acquire its own shares. Any such shares acquired by the Company may be cancelled or may be held as treasury shares, subject to and in accordance with the Companies Law.
- (c) The Company may from time to time hold its own shares as treasury shares.
- (d) Subject to the provisions of the Companies Law, the Company may give financial assistance, as defined by section 330 of the Companies Law, directly or indirectly for the purpose of or in connection with the acquisition of its shares.
- (e) The Company may issue shares which are, at the option of the Company, liable to be redeemed and convert all or any class of its shares into redeemable shares on such terms and in such manner as the Company before issue may by ordinary resolution decide and subject to and in default of such determination as the Directors may determine.
- (f) The Company may issue shares which do not entitle the holder to voting rights in any general meeting or entitle the holder to restricted voting rights in any general meeting.

(g) The Company may exercise the powers of paying commissions and in such an amount or at such a percentage rate as the Directors may determine. Subject to the provisions of the Companies Law any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

(h) Subject to the Law, the Directors may permit the holding of shares of any class in uncertificated form and the transfer of title to shares in that class by means of a relevant system and may determine that any class of shares shall cease to be a participating security for the purposes of any regulations issued under the Law authorising transfer of shares in dematerialised form.

(i) The Company may issue shares which have no nominal or par value.

4(a) Whenever the capital of the Company is divided into different classes of shares the rights attached to any class of shares may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up, subject to the Companies Law:

(i) with the consent in writing of the holders of three-fourths of the issued shares of that class; or

(ii) with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(b) The Directors may convene a meeting of the holders of any class of shares whenever it thinks fit and whether or not the business to be transacted involves a variation or abrogation of class rights. All the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall with any necessary modifications, apply to every such separate meeting except that:

(i) the necessary quorum shall be two (or more) persons present holding or representing by proxy at least one-third of the voting rights of the class (provided that if any such meeting is adjourned for lack of a quorum, the quorum at the reconvened meeting shall be those holders of shares of the class present in person or by proxy) provided always that where the class has only one member, that member shall constitute the necessary quorum; and

(ii) any holder of shares of the class in question may demand a poll.

(c) The special rights conferred upon the holders of any shares or class of shares issued with preferred, deferred or other rights shall (unless otherwise expressly provided by the conditions of issue of such shares) be deemed not to be varied or abrogated by the creation or issue of further shares ranking *pari passu* therewith (save as to the date from which such new shares shall rank for dividend) or by the exercise of any power under the disclosure provisions requiring shareholders to disclose an interest in the Company's shares pursuant to Article 11, the reduction of capital on such shares or by

the purchase or redemption by the Company of its own shares or the sale of any shares held as treasury shares in accordance with the provisions of the Companies Law.

5(a) Subject to the provisions of the Companies Law, these Articles, and any resolution of the Company, the Directors have general and unconditional authority:

- (i) to issue, allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of shares in the Company or rights to subscribe or convert any security into shares including, without limitation, the right to issue warrants; or
- (ii) to sell, transfer or cancel any treasury shares held by the Company,

in any such case to such persons, at such times and generally on such terms and conditions as the Directors may determine. Without limiting this Article 5, the Directors may designate the unissued shares upon issue as Management Ordinary Shares, Ordinary Shares or such other class or classes of shares or as shares with special or other rights as the Directors may then determine.

(b)(1) The Company, if and for so long as required by the Listing Rules, when proposing to issue (or sell from treasury) equity shares for cash:

- (i) shall not issue any of them (and shall not sell any of them from treasury) on any terms to a person unless it has made an offer to each person who is a holder of equity shares, whether of that class or any other class of equity shares, (other than the Company itself by virtue of it holding treasury shares) on the same or more favourable terms a proportion of those equity which is as nearly as practicable equal to the proportion in value held by the holder(s) of the relevant class(es) of equity shares then in issue; and
- (ii) shall not issue any of those equity shares to a person unless the period during which any such offer may be accepted by the relevant current holders has expired or the Company has received a notice of the acceptance or refusal of every offer so made from such holders.

(2) An offer under Article 5(b)(1) shall be made to holders in writing in accordance with the notice provisions of these Articles.

(3) Where equity shares are held by two or more persons jointly, an offer under Article 5(b)(1) may be made to the joint holder first named in the Register in respect of the equity shares.

(4) In the case of a holder's death or bankruptcy, the offer must be made:

- (i) by sending it by post in a prepaid letter addressed to the persons claiming to be entitled to the equity shares in consequence of the death or bankruptcy by name, or by the title of the representatives of the deceased, or trustee of the bankruptcy, or by any like description, at the address supplied for the purpose by those claiming; or

(ii) until any such address has been so supplied giving the notice in any manner in which it would have been given if the death or bankruptcy has not occurred.

(5) If the relevant holder in relation to an offer under Article 5(b)(1) has no registered address in the United Kingdom or Guernsey for the service of notices on him the offer may be made by causing it or a notice of where a copy may be obtained or inspected to be published in at least one United Kingdom national newspaper and one daily newspaper circulated widely in Guernsey.

(6) An offer pursuant to Article 5(b)(1) must state a period of not less than 14 days during which it may be accepted and the offer shall not be withdrawn before the end of that period.

(7) [Article deleted]

(8) Equity shares held by the Company as treasury shares are disregarded for the purposes of this Article so that:

(i) the Company is not treated as a person who holds equity shares; and

(ii) equity shares held as treasury shares are not treated as forming part of the share capital of the Company.

(9) Notwithstanding the provisions of Articles 5(b)(1) to 5(b)(8), the Directors may be given by virtue of a special resolution the power to issue or sell from treasury equity shares of any class either generally or in respect of a specific issue or sale from treasury such that:

(i) Article 5(b)(1) shall not apply to the issue or sale from treasury; or

(ii) Article 5(b)(1) shall apply to the issue or sale from treasury with such modifications as the Directors may determine; and

(iii) the authority granted by the special resolution may be granted for such period of time as the special resolution permits and such authority may be revoked by a further special resolution. Notwithstanding that any such special resolution may have expired, the Directors may issue or sell from treasury equity shares in pursuance of an offer or agreement previously made by the Company, if the special resolution enabled the Company to make an offer or agreement which would or might require equity shares to be issued or sold from treasury after it expired.

6 Without prejudice to the generality of these Articles, Management Ordinary Shares shall:

(a) only be issued to such person or persons as the Board determines;

(b) confer upon the holder of such shares rights in a winding-up in accordance with the provisions of these Articles;

(c) confer upon the holder of such shares the rights to receive all amounts available for distribution and from time to time to be distributed by way of dividend or otherwise at such time as the Board shall determine and *pari passu* with the holders of Ordinary Shares, subject to the rights of the holders of any class of shares (and in each case distributed among the holders of Management Ordinary Shares and Ordinary Shares *pro rata* to the number of shares held by each holder and according to the amounts paid up on such shares held by them); and

(d) confer upon the holder in respect of each such Management Ordinary Share the right to receive notice of, attend and vote as a member at any general meeting of the Company except in respect of any resolution relating to a Reserved Matter,

all in accordance with the provisions of these Articles.

7 Without prejudice to the generality of these Articles, Ordinary Shares shall:

(a) confer upon the holder of such shares rights in a winding-up in accordance with the provisions of these Articles;

(b) confer upon the holder of such shares the rights to receive all amounts available for distribution and from time to time to be distributed by way of dividend or otherwise at such time as the Board shall determine and *pari passu* with the holders of Management Ordinary Shares, subject to the rights of the holders of any class of shares (and in each case distributed among the holders of Management Ordinary Shares and Ordinary Shares *pro rata* to the number of shares held by each holder and according to the amounts paid up on such shares held by them); and

(c) confer upon the holder in respect of each such Ordinary Share the right to receive notice of, attend and vote as a member at any general meeting of the Company,

all in accordance with the provisions of these Articles.

8 [Article Deleted]

9. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise (even when having notice thereof) any interest in any share other than an absolute right of the registered holder to the entirety of a share or fraction thereof.

10. The Company shall not be required to enter the names of more than four joint holders in the register of members of the Company.

11.(a) The Company may, by notice in writing (a "Disclosure Notice") require a person whom the Company knows to be or has reasonable cause to believe is or, at any time during the 3 years immediately preceding the date on which the Disclosure Notice is issued, to have been interested in any shares:

- (i) to confirm that fact or (as the case may be) to indicate whether or not it is the case; and
 - (ii) to give such further information as may be required in accordance with Article 11(b).
- (b) A Disclosure Notice may (without limitation) require the person to whom it is addressed:
- (i) to give particulars of his status (including whether such person constitutes or is acting on behalf of or for the benefit of a Plan or is a US Person), domicile, nationality and residency;
 - (ii) to give particulars of his own past or present interest in any shares (held by him at any time during the 3 year period specified in Article 11(a));
 - (iii) to disclose the identity of any other person who has a present interest in the shares held by him;
 - (iv) where the interest is a present interest and any other interest in any shares subsisted during that 3 year period at any time when his own interest subsisted, to give (so far as is within his knowledge) such particulars with respect to that other interest as may be required by the Disclosure Notice; and
 - (v) where his interest is a past interest to give (so far as is within his knowledge) like particulars of the identity of the person who held that interest immediately upon his ceasing to hold it.
- (c) Any Disclosure Notice shall require any information in response to such notice to be given within the prescribed period (which is 28 days after service of the notice or 14 days if the shares concerned represent 0.25 per cent. or more in number of the issued shares of the relevant class) or such other reasonable period as the Directors may determine.
- (d) If any member is in default in supplying to the Company the information required by the Company within the prescribed period or such other reasonable period as the Directors determine, the Directors in their absolute discretion may serve a direction notice on the member. The direction notice may direct that in respect of the shares in respect of which the default has occurred (the "Default Shares") the member shall not be entitled to attend or vote in general meetings or class meetings. Where the Default Shares represent at least 0.25 per cent. in number of the class of shares concerned the direction notice may additionally direct that dividends on such shares will be retained by the Company (without interest) and that no transfer of the Default Shares (other than a transfer authorised under the Articles) shall be registered until the default is rectified; or subject always to the CREST Rules, and any other relevant system in which transfers of shares are settled, the Listing Rules and the requirements of the UKLA and the London Stock Exchange in respect of the default shares where the Directors have any grounds to believe that such default shares are held by or for the benefit of or by persons acting on behalf of a Plan or a US Person, the Directors may in their discretion deem the default shares to be held by, or on behalf of or for the benefit of, a Plan or a US Person (as the Directors may determine) and that the provisions of Article 44 should apply to such Default Shares.

12. From the date of Admission and for so long as the Company has any of its shares admitted to trading on the Official List, or any successor market or any other market operated by the London Stock Exchange, every member shall comply with the notification and disclosure requirements set out in Chapter 5 of the DTR Sourcebook of the FSA Handbook as if the Company were classified as an "issuer" whose "Home State" is the "United Kingdom" (as such terms are defined in the glossary to the FSA Handbook). If a member fails to comply with this Article 12, the shares of such member shall be treated as if they were Default Shares for the purposes of Article 11(d) and the Directors may impose on the shares of such member all or any of the restrictions mentioned in Article 11(d) until such time as the Directors are satisfied that the member has fully complied with this Article 12.

CERTIFICATES

13. The Company may (but shall not be obliged to) issue without payment one certificate for all the shares of each class held by him (and upon transferring a part of his holding of shares of any class to a certificate for the balance of such holding) or several certificates each for one or more of his certificated shares upon payment, for every certificate after the first, of such reasonable sum as the Directors may determine. Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for certificated shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

14. All forms of certificate for shares or any other form of security may be issued under the seal of the Company, which may be affixed to or printed on it or in such other manner as the Directors may approve, having regard to the terms of allotment or issue of shares but in any event shall be signed autographically unless there shall be in force a resolution of the Directors adopting some method of mechanical signature in which event the signatures (if authorised by such resolution) may be appended by the method so adopted.

15. If a share certificate is defaced, worn out, lost or destroyed it may be renewed on such terms (if any) as to evidence and indemnity and payment of the liability and expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge and (in the case of defacement or wearing out) on delivery up of the old certificate.

LIEN

16. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable in respect of it.

17. The Company may sell in such manner as the Directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen days after notice has been given to the holder of the share or to the person entitled to it by transmission or operation of the law, demanding payment and stating that if the notice is not complied with the shares may be sold.

18. To give effect to a sale the Directors may authorise any person to execute an instrument of transfer of the shares sold to or in accordance with the directions of the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

19. The net proceeds of the sale after payment of the costs shall be applied in payment of so much of the sum for which the lien exists as is presently payable and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS IN RESPECT OF SHARES AND FORFEITURE

20. Subject to the terms of allotment the Directors may make calls upon the members in respect of any monies unpaid in respect of their shares and each member shall (subject to receiving at least fourteen days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called in respect of his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

21. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

22. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof without the benefit of any right conferred by the droit de division and/or the droit de discussion.

23. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid; either at the rate fixed by the terms of allotment of the share or in the notice of the call or at such rate not exceeding fifteen per cent. per annum as the Directors may determine. The Directors may waive payment of the interest wholly or in part.

24. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of the issue price or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by

virtue of a call. The Company may accept from a member the whole or a part of the amount remaining unpaid on any shares held by him although no part of that amount has been called up.

25. Subject to the terms of allotment, the Directors may make arrangements on the issue of shares to distinguish between members as to the amounts and times of payment of calls in respect of their shares.

26. If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses which may have been incurred by the Company in respect thereof. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

27. If the notice is not complied with any share in respect of which it was given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

28. A forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such a manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale re-allotment or other disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the share to that person.

29. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for any certificated shares forfeited but shall remain liable to the Company for all monies which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those monies before the forfeiture or at such rate as the Directors may determine from the date of forfeiture and all expenses until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

30. A declaration under oath by a Director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

UNTRACED SHAREHOLDERS

31.(a) The Company may sell the share of a member or of a person entitled by transmission at the best price reasonably obtainable at the time of sale, if:

(i) during a period of not less than 12 years before the date of publication of the advertisements referred to in paragraph (a)(iii) of this Article (or, if published on two different dates, the first date) (the "relevant period") at least three cash dividends have become payable in respect of the share;

(ii) throughout the relevant period no cheque payable on the share has been presented by the holder of, or the person entitled by transmission to, the share to the paying bank of the relevant cheque no payment made by the Company by any other means permitted by Article 122 has been claimed or accepted and, so far as any Director of the Company at the end of the relevant period is then aware, the Company has not at any time during the relevant period received any communication from the holder of, or person entitled by transmission to, the share;

(iii) on expiry of the relevant period the Company has given notice of its intention to sell the share by advertisement in a United Kingdom national newspaper, in a daily newspaper circulating widely in each of Guernsey and Jersey and in a newspaper circulating in the area of the address of the holder of, or person entitled by transmission to, the share shown in the register of members; and

(iv) the Company has not, so far as the Board is aware, during a further period of three months after the date of the advertisements referred to in paragraph (a)(iii) of this Article (or the later advertisement if the advertisements are published on different dates) and before the exercise of the power of sale received a communication from the holder of, or person entitled by transmission to, the share.

(b) Where a power of sale is exercisable over a share pursuant to paragraph (a) of this Article (a "Sale Share"), the Company may at the same time also sell any additional share issued in right of such Sale Share or in right of such an additional share previously so issued PROVIDED THAT the requirements of paragraphs (a)(ii) to (a)(iv) of this Article (as if the words "throughout the relevant period" were omitted from paragraph (a)(ii) and the words "on expiry of the relevant period" were omitted from paragraph (a)(iii)) shall have been satisfied in relation to the additional share.

(c) To give effect to a sale pursuant to paragraphs (a) or (b) of this Article, the Board may authorise a person to transfer the share in the name and on behalf of the holder of, or person entitled by transmission to, the share, or to cause the transfer of such share, to the purchaser or his nominee and in relation to an uncertificated share may require the Operator of the CREST UK system or any other relevant system to convert the share into certificated form. The purchaser is not bound to see to the application of the purchase money and the title of the transferee is not affected by an irregularity or invalidity in the proceedings connected with the sale of the share.

32. The Company shall be indebted to the member or other person entitled by transmission to the share for the net proceeds of sale and shall carry any amount received on sale to a separate account.

The Company is deemed to be a debtor and not a trustee in respect of that amount for the member or other person. Any amount carried to the separate account may either be employed in the business of the Company or invested as the Board may think fit. No interest is payable on that amount and the Company is not required to account for money earned on it.

TRANSFER OF SHARES

33.(a)(i) 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 33(a)(ii) and 33(a)(iii) shall commence to have effect immediately prior to the time at which Euroclear admits the class of shares to settlement by means of the CREST UK system.

(ii) 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 CREST Guernsey Requirements; or
- (D) the Law.

(iii) Without prejudice to the generality of Article 33(a)(ii) 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) such securities may be issued in uncertificated form in accordance with and subject as provided in the CREST Guernsey Requirements;
- (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) such securities may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the CREST Guernsey Requirements;
- (D) title to such of the shares as are recorded on the register as being held in uncertificated form may be transferred only by means of the CREST UK system and as provided in the CREST Guernsey Requirements and accordingly (and in particular) no provision of these Articles shall apply in respect of such shares to the extent that those Articles require or contemplate 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 CREST Guernsey Requirements including, without limitation, CREST Rule 7;

(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 maximum permitted number of joint holders of a share shall be four;

(H) every transfer of shares from a 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 the CREST UK system 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:

(1) the person on whose behalf the instruction is expressed to have been sent shall not be able to deny to the addressee:

(i) that the instruction was sent with his authority; or

(ii) that the information contained in it is correct; and

(2) the Sponsor or Euroclear, as the case may be, shall not be able to deny to the addressee:

(i) that he has authority to send the dematerialised instruction; or

(ii) 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:

(1) that the information contained in the instruction is correct; or

(2) 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 33(a)(iii)(L) and 33(a)(iii)(M) accept that at the time when it was sent or at any time thereafter:

- (1) the information contained in the instruction was correct;
- (2) the user or authorised operator identified in the instruction as having sent the instruction did send it; and
- (3) 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 33(a)(iii)(N), an addressee shall not be allowed to accept any of the matters specified in Article 33(a)(iii)(K) where, at the time when he received the dematerialised instruction or at any time thereafter, 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:

- (1) that any information contained in it was incorrect;
- (2) that the user or Euroclear expressed to have sent the instruction did not send it; or
- (3) if the instruction was expressed to have been sent on behalf of a person, that the person had not given to Euroclear or the Sponsor identified in the instruction as having sent it his authority to send the instruction on his behalf.

(M) Subject to Article 33(a)(iii)(N), an addressee shall not be allowed to accept any of the matters specified in Article 33(a)(iii)(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:

- (1) he had actual notice from Euroclear of any of the matters specified in Article 33(a)(iii)(L); and
- (2) the instruction was an instruction from Euroclear requiring the registration of title in the circumstances specified in any of sub-paragraphs 8.1.1, 8.1.2, 8.1.3 and 8.1.4 of the CREST Guernsey Requirements.

(N) However, where an addressee has received actual notice of a kind to which this Article refers in respect of a properly authenticated dematerialised instruction, he may accept the matters specified in Article 33(a)(iii)(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 33(a)(iii)(K) or 33(a)(iii)(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 33(a)(iii)(O), this Article does not affect any liability of a person for causing or permitting a dematerialised instruction:

- (1) to be sent without authority;
- (2) to contain information that is incorrect; or
- (3) to be expressed to have been sent by a person who did not send it.

(b)(i) Articles 33(a)(iii)(I) to 33(a)(iii)(P) are to be construed generally in accordance with the CREST Manual.

(ii) Words and expressions not specifically defined in Articles 33(a) and 33(b) or elsewhere in these Articles shall bear the same meaning as those words and expressions defined in the CREST Manual.

(iii) Uncertificated shares of a class are not to be regarded as forming a separate class from certificated shares of that class.

(c) Subject to such of the restrictions of these Articles as may be applicable:

(i) any member may transfer all or any of his uncertificated shares by means of a relevant system authorised by the Directors in such manner provided for, and subject as provided, in any regulations issued for this purpose under the Law or such as may otherwise from time to time be adopted by the Directors on behalf of the Company and the rules of any relevant system 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;

(ii) any member may transfer all or any of his certificated shares by an instrument of transfer in any usual form or in any other form which the Directors may approve; and

(iii) an instrument of transfer of a certificated share may be in any usual or other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. An instrument of transfer of a certificated share need not be under seal.

34. The Directors may, without assigning any reasons therefor, refuse to register the transfer of a certificated share (whether fully paid or not) unless the instrument of transfer is lodged at the office or at such other place as the Directors may appoint and is accompanied by any certificates for the shares to which it relates and such other evidence as the Directors may require to show the right of the transferor to make the transfer.

35. The Directors may only decline to register a transfer of an uncertificated share in the circumstances set out in regulations issued for this purpose under the Law and the rules of any relevant system.

36. If the Directors refuse to register a transfer of a share they shall, within two months after the date on which the instrument of transfer was lodged with the Company, send to the transferor and the transferee notice of the refusal.

37. Subject to such restrictions (if any) as may be imposed by the CREST Guernsey Requirements and/or the rules of any other relevant system, the registration of transfers of shares or of transfers of any class of shares may be suspended by giving such notices as may be required by the rules of any relevant system at such times and for such periods (not exceeding thirty days in any year) as the Directors may determine.

38. No fee shall be charged for the registration of any instrument of transfer or, subject as otherwise herein provided, any other document relating to or affecting the title to any share.

39. The Company shall be entitled to retain any instrument of transfer of a certificated share which is registered but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

40. No transfer of certificated shares will be registered if, in the reasonable determination of the Directors, the transferee is or may be a Prohibited Person, or the transferee is or may be holding such shares on behalf of a beneficial owner who is or may be a Prohibited Person.

TRANSMISSION OF SHARES

41. If a member dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

42. A person becoming entitled to a share in consequence of the death, bankruptcy or incapacity of a member may, upon such evidence being produced as the Directors may properly require, elect either to become the holder of the share or to make such transfer thereof as the deceased, bankrupt or incapacitated member could have made. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to transfer the share he shall execute an instrument of transfer of the share to the transferee. All of the Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death, bankruptcy or incapacity of the member had not occurred.

43. A person becoming entitled to a share in consequence of the death, bankruptcy or incapacity of a member shall have the rights to which he would be entitled if he were the holder of the share except that he shall not before being registered as the holder of the share be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

COMPULSORY TRANSFER

44. (a) The Directors may (to the extent permitted by the CREST Regulations in the case of uncertificated shares) require the transfer of any shares which, in the reasonable determination of the Directors, are or may be held or beneficially owned by a Prohibited Person to another person who is not a Prohibited Person (including, without limitation, an existing shareholder) qualified under these Articles to hold the same at a price equal to the Net Asset Value per share of that share (as at the Valuation Date preceding the date of the relevant compulsory transfer notice) or, if no purchaser of the shares at the relevant price is found by the Company at the time the Company requires the transfer to be made, the highest price that any purchaser found by the Company is willing to pay therefor. The Company shall have no obligation to the shareholder to find the best price for the relevant shares.

(b) The Directors may, from time to time, require of a shareholder that such evidence be furnished to them or any other person in connection with paragraph (a) above as they shall in their discretion deem sufficient.

(c) In the event that the Directors require the transfer of shares in accordance with paragraph (a) above the Directors will serve a notice (a "Transfer Notice") on the relevant shareholder requiring such person within 28 days to transfer the applicable shares to another person who, in the sole and conclusive judgment of the Directors is not a Prohibited Person. On and after the date of such Transfer Notice, and until registration of a transfer of the applicable shares to which it relates the rights and privileges attaching to the relevant shares will be suspended and not capable of exercise. To the extent permitted under the CREST Regulations, the Directors may instruct Euroclear to convert any uncertificated share which is subject to a Transfer Notice into certificated form.

(d) Shareholders who do not comply with the terms of any Transfer Notice shall forfeit or be deemed to have forfeited their shares immediately. The Directors, the Company and the duly authorised agents of the Company, including, without limitation, the registrar, shall not be liable to any shareholder or otherwise for any loss incurred by the Company as a result of any Prohibited Person breaching the compulsory transfer restrictions referred to herein and any shareholder who breaches such restrictions is required under these Articles to indemnify the Company for any loss to the Company caused by such breach.

(e) Without limitation to any of their powers under Article 11 the Directors may at any time and from time to time call upon any shareholder by notice to provide them with such information and evidence as they shall require upon any matter connected with or in relation to such shareholder or beneficial

owner. In the event of any failure of the relevant shareholder to comply with the request contained in such notice within a reasonable time as determined by the Directors in their sole and unfettered discretion, the Directors may proceed to avail themselves of the rights conferred on them under these Articles as though the relevant shareholder were a Prohibited Person.

ALTERATION OF SHARE CAPITAL

45. (a) The Company may alter its share capital in accordance with the Companies Law and in particular, section 287.

(b) Without prejudice to and in addition to Article 45(a), the Company may by ordinary resolution:

(i) consolidate and divide all or any of its share capital into shares of a smaller number than its existing shares;

(ii) sub-divide its shares, or any of them, into shares of a larger number so, however, that in such sub-division the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as in the case of the share from which the reduced share is derived;

(iii) cancel any shares which at the date of the passing of the resolution have not been taken up or agreed to be taken up by any person and diminish the amount of its share capital by the amount of the shares so cancelled;

(iv) convert all or any of its shares denominated in a particular currency or former currency into shares denominated in 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 dates as may be specified therein; and

(v) 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.

46. Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the Directors may, in their absolute discretion, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Companies Law, the Company) and distribute the net proceeds of sale in due proportion among those members. The Directors may authorise some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser. The transferee 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 in or invalidity of the proceedings in reference to the sale.

REDUCTION OF CAPITAL

47. Subject to the Companies Law, the Board may resolve to reduce the Company's share capital, or any of the Company's reserve accounts (including any share premium amount) in any manner.

GENERAL MEETINGS

48. Annual general meetings may be held at such time and place in Guernsey or elsewhere as shall be determined by the Directors.

49. All general meetings other than annual general meetings shall be called extraordinary general meetings.

50. The Directors may call an extraordinary general meeting in Guernsey or any other place at any time.

NOTICE OF GENERAL MEETINGS

51. Any general meeting shall be called by at least ten calendar days' notice but a general meeting may be called by shorter notice if it is so agreed by all the members entitled to attend and vote thereat.

52. Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice of a general meeting shall be given to all the members, to all persons entitled to a share in consequence of the death, bankruptcy or incapacity of a member and to every Director.

53. The notice of meeting may also specify a time (which shall not be more than 48 hours before the time fixed for the meeting) by which a person must be entered on the register of members in order to have the right to attend or vote at the meeting. Changes to entries on the register of members after the time so specified in the notice shall be disregarded in determining the rights of any person to so attend or vote.

54. The Directors may determine that those persons who are entered on the register of members at the close of business on a day determined by the Directors (which may not be more than 21 days before the date on which the notices of meeting were sent) shall be the persons who are entitled to receive notice.

55. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

56. If the Board, in its absolute discretion, considers that it is impractical or unreasonable for any reason to hold a general meeting at the time or place specified in the notice calling the general meeting, it may move and/or postpone the general meeting to another time and/or place. When a meeting is so moved and/or postponed, notice of the time and place of the moved and/or postponed meeting shall (if practical) be placed in a United Kingdom national newspaper and in a daily newspaper circulating widely in each of Guernsey and Jersey. Notice of the business to be transacted at such moved and/or postponed meeting is not required. The Board must take reasonable steps to

ensure that members trying to attend the general meeting at the original time and/or place are informed of the new arrangements for the general meeting. Proxy forms can be delivered as specified in Article 81 until 48 hours before the rearranged meeting. Any postponed and/or moved meeting may also be postponed and/or moved under this Article.

PROCEEDINGS AT GENERAL MEETINGS

57. (a) No business, other than the appointment of a chairman may be transacted at any meeting unless the requisite quorum is present in accordance with the Companies Law.

(b) The quorum shall be one member present in person or by proxy and entitled to vote.

58. If a quorum is not present within half an hour from the time appointed for the meeting (or such longer period as the chairman of the meeting may think fit and allow), or if during a meeting such a quorum ceases to be present, the meeting, if convened by or upon the requisition of members, shall be dissolved. If otherwise convened, it shall stand adjourned to such day, time and place as the chairman may determine or as otherwise may be specified in the original notice of meeting and, if at such adjourned meeting a quorum is not present within five minutes from the time appointed for the holding of the meeting, those members present in person or by proxy shall be a quorum.

59. At any general meeting, the chairman (if any) of the Board or, if he is absent or unwilling, one of the other Directors who is appointed for that purpose by the Directors or (failing appointment by the Directors) by the members present, shall preside as chairman of the meeting. If none of the Directors are present or are present but unwilling to preside, the members present and entitled to vote shall choose one of their number to preside as chairman of the meeting.

60. The chairman may invite any person to attend and speak at any general meeting of the Company where he considers this will assist in the deliberations of the meeting.

61. The Board may determine that persons entitled to receive notice of an adjourned meeting in accordance with this Article are those persons entered on the register of members at the close of business on a day determined by the Board, PROVIDED THAT the day determined by the Board may not be more than 21 days before the day that the relevant notice of meeting is being sent.

62. The notice of an adjourned meeting given in accordance with this Article may also specify a time (which shall not be more than 48 hours before the time fixed for the meeting) by which a person must be entered on the register of members in order to have the right to attend or vote at the meeting. Changes to entries on the register of members after the time so specified in the notice shall be disregarded in determining the rights of any person to so attend or vote.

63. The chairman may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place. Without prejudice to any other power which he may have and the provisions of these Articles or at customary

law, the chairman may, without the consent of the meeting, interrupt, or adjourn a meeting from time to time and from place to place if he decides that it has become necessary to do so in order to: (i) serve the proper and orderly conduct of the meeting; (ii) give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting; or (iii) to ensure that the business of the meeting is properly dispensed of, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven days' notice shall be given specifying the day, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

64. There shall be no requirement to make available for inspection at any time during a meeting a list of names, addresses or shareholdings of the members.

65. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded, Subject to the provisions of the Companies Law, a poll may be demanded:

- (a) by the chairman; or
- (b) by at least two members having the right to vote on the resolution; or
- (c) by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution, and a demand by a person as proxy for a member shall be the same as a demand by the member.

66. Unless a poll is duly demanded (and not subsequently withdrawn) a declaration by the chairman that a resolution has or has not been passed or has been passed with a particular majority or an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

67. The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

68. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a day, time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

69. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such day, time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration

of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made,

70. No notice need be given of a poll not taken forthwith if the day, time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice shall be given specifying the day, time and place at which the poll is to be taken.

71. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have.

VOTES OF MEMBERS

72. Subject to any rights or restrictions attached to any shares or class of shares and to the provisions of the Articles:

(a) on a show of hands every member who is present in person (or in the case of corporations, present by a duly authorised representative) or by proxy shall have one vote; and

(b) on a poll every member present in person (or in the case of corporations, present by a duly authorised representative) or by proxy shall have one vote for every share of which he is the holder.

73. In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members in respect of the relevant share.

74. A member in respect of whom an order has been made by any court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorder may vote, whether by a show of hands or by a poll, by his attorney, curator, receiver or other person authorised in that behalf appointed by that court, and any such attorney, curator, receiver or other person may vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place within Guernsey as is specified in accordance with these Articles for the deposit of instruments of proxy, before the time appointed for holding the meeting or adjourned meeting or the holding of a poll at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

75. Unless the Directors otherwise decide, no member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him or to exercise rights as a holder of shares unless all calls and other sums presently payable by him in respect of shares of which he is the holder or one of the joint holders have been paid.

76. No member of the Company shall, if the Directors so determine, 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 or to exercise any other right conferred by membership in relation to any such meeting if he or any other person appearing to be interested in such shares has failed to comply with a Disclosure Notice within 14 days, in a case where the shares in question represent at least 0.25 per cent. of their class, or within 28 days, in any other case, from the date of such Disclosure Notice. These restrictions will continue until the information required by the notice is supplied to the Company or until the shares in question are transferred or sold in circumstances specified for this purpose in these Articles.

77. No objection shall be raised to the entitlement of any voter or to any person to vote as he did except at the meeting or adjourned meeting or poll at which the vote objected to is or may be tendered, and every vote not disallowed at such meeting or poll shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

78. On a poll, a person entitled to more than one vote need not if he votes, use all his votes or cast all votes he uses in the same way.

79. A member may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. A proxy need not be a member. A member may appoint more than one proxy to attend on the same occasion, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him. When two or more valid but differing appointments of proxy are delivered or received for the same share for use at the same meeting, the one which is last validly delivered or received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly delivered or received, none of them shall be treated as valid in respect of that share.

80. The instrument appointing a proxy shall be in writing in any usual form (or in another form approved by the Board) under the hand of the appointer or his attorney duly authorised in writing or if the appointer is a corporation, either under its common seal or under the hand of an officer or attorney so authorised.

81. (a) 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 such power or authority shall be:

(i) delivered to the Office or at such other place as is specified for that purpose in the notice of meeting or in the instrument of proxy issued by the Company not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;

(ii) given by email or any other electronic method to the address of the Company specified for that purpose in the notice of the meeting or in the instrument of proxy issued by the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and subject to the need to deposit any power of attorney or other authority (if any) under which an instrument of proxy is signed, an instrument so given shall be deemed to be duly deposited. However any power of attorney or other authority (if any) under which an instrument of proxy is executed, or a notarially certified copy of such power or authority shall not be given by email or any other electronic method;

(iii) in the case of a poll taken more than 48 hours after it is demanded, delivered as required by paragraph (a) or (b) of this Article not less than 24 hours before the time appointed for the taking of the poll; or

(iv) in the case of a poll not taken immediately but taken not more than 48 hours after it was demanded, the time at which it was demanded,

and in default and unless the Board directs otherwise, the instrument of proxy shall not be treated as valid.

(b) No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within 12 months from such date. Notwithstanding this Article, the Directors may, at their discretion, accept the appointment of a proxy at any time prior to holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

(c) Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the Board may from time to time permit appointments of a proxy to be made by means of an uncertificated proxy instruction and may in a similar manner permit supplements to, or amendments or revocations of, any such uncertificated proxy instruction to be made by like means. The Board may in addition prescribe the method of determining the time at which any such uncertificated proxy instruction (and/or other instruction or notification) is to be treated as received by the Company or a participant acting on its behalf. The Board may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

82. A vote given or poll demanded in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or insanity of the principal or the revocation or determination of the instrument of proxy or of the authority under which the instrument of proxy was executed or the transfer of the share in respect of which the instrument of proxy is given, provided that no intimation in writing of such death, insanity, revocation or determination shall have been received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the

commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

83. Notwithstanding anything contained in these Articles, and subject to such being permissible under the Law, the Directors of the Company may elect to provide a facility for using electronic voting and polling by the holders for any purpose deemed appropriate by the Directors, including without limitation, the polling of holders and electronic voting by holders at any general meeting.

84. Any vote given by proxy may be given by email or any other electronic method (including any instruction or message under the CREST UK system) to the address of the Company or person nominated by the Company and specified for that purpose in the notice of meeting or in the instrument of proxy issued by the Company (unless using the CREST UK system in which case such message will be received by the Company's agent) and, with the exception of votes cast using the CREST UK system subject to the need to deposit any power of attorney or other authority (if any) under which a vote given by proxy is made, a vote so given shall be deemed to be duly made. However, any power of attorney or other authority (if any) under which a vote given by proxy is made, or a notarially certified copy of such power or authority, shall not be given by email or any other electronic method.

85. Any corporation which is a member of the Company may, by resolution of its Board or other governing body or officers authorised by such body, authorise such person or persons as it thinks fit to act as its representative at any meeting of the Company or at any meeting of the holders of shares of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company. A corporation present at any meeting by such representative shall be deemed for the purposes of these Articles to be present in person.

AMENDMENTS TO RESOLUTIONS

86. No amendment to a resolution duly proposed as a special resolution (other than an amendment to correct a patent error) may be considered or voted on. No amendment to a resolution duly proposed as an ordinary resolution (other than an amendment to correct a patent error) may be considered or voted on unless either:

- (a) at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the ordinary resolution is to be considered, notice of the terms of the amendment and intention to move it has been lodged at the office; or
- (b) the chairman in his absolute discretion decides that the amendment may be considered or voted on.

87. If an amendment proposed to a resolution under consideration is ruled out of order by the chairman the proceedings on the substantive resolution are not invalidated by an error in his ruling.

88. A meeting of members may be held notwithstanding that such members may not be in the same place if a member is, by any means, in communication with one or more other members so that each member participating in the communication can hear or read what is said or communicated by each of the others, each member so participating is deemed to be present at a meeting with the other members so participating and any such meeting shall be deemed to be held in the place in which the chairman of the meeting is present.

RESOLUTIONS IN WRITING

89. Anything that may, in accordance with the provisions of the Companies Law, be done by resolution passed at a general meeting of the Company or at a meeting of the holders of any class of shares in the Company may be done by resolution in writing signed by or on behalf of each member who, on the date when a copy of the resolution is sent to members (or if a copy of the resolution is sent to members on different days, the first of those days), would be entitled to vote on the resolution if it were proposed at a meeting. A resolution in writing may be executed in one or more counterparts.

NUMBER OF DIRECTORS

90. (a) Unless otherwise determined by ordinary resolution the number of Directors shall not be subject to any maximum but shall be not less than one.

(b) A Director need not be a member, but shall be entitled to receive notice of and attend all general meetings of the Company and all meetings of any class of members of the Company.

ALTERNATE DIRECTORS

91. (a) Any Director (other than an alternate director) may by notice sent to or deposited at the office or tendered at the meeting of the Board or in any other manner approved by the Board appoint any other Director or any other person to be 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 would personally.

(b) Any 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. An alternate director need not be a member.

(c) A Director may by notice delivered to the office or tabled at a meeting of the Board revoke the appointment of his alternate director and, subject to the provisions of this Article, appoint another person in his place. If a Director ceases to hold the office of Director or if he dies, the appointment of his alternate director automatically ceases. If a Director retires but is reappointed or deemed reappointed at the meeting at which his retirement takes effect, a valid appointment of an alternate director which was in force immediately before his retirement continues to operate after his reappointment as if he has not retired. The appointment of an alternate director ceases on the

happening of an event which, if he were a Director otherwise appointed, would cause him to vacate office.

(d) Every alternate director while he holds office as such shall be entitled:

(e) if his appointor so directs the secretary to notice of meetings of the Directors and all committees of the Board of which his appointor is a member; and

(ii) 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.

(f) A Director acting as alternate director has a separate vote at meetings of the Board and committees of the Board for each Director for whom he acts as alternate director but he counts as only one for the purpose of determining whether a quorum is present.

(g) Without prejudice to paragraph (d) of this Article every alternate director shall ipso facto vacate office if and when his appointment expires by effluxion of time.

(h) 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.

POWERS OF DIRECTORS

92. Subject to the provisions of the Companies Law, the Memorandum and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company in any part of the world and as the Directors may determine and the Directors shall have the same discretion in deciding whether or not to exercise any such power. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all the powers exercisable by the Directors. Where a director is the sole director of the Company, he shall have and may exercise all the powers and authorities in and over the affairs of the Company as by these Articles are conferred on the Directors.

BORROWING POWERS

93. Subject as hereinafter provided, the Directors may exercise all the powers of the Company to borrow or raise money (including the power to borrow for the purpose of redeeming shares) and secure any debt or obligation of or binding on the Company in any manner including by the issue of debentures (perpetual or otherwise) and to secure the repayment of any money borrowed raised or owing by mortgage charge pledge or lien upon the whole or any part of the Company's undertaking

property or assets (whether present or future) and also by a similar mortgage charge pledge or lien to secure and guarantee the performance of any obligation or liability undertaken by the Company or any third party.

DELEGATION OF DIRECTORS' POWERS

94. The Directors may delegate any of their powers to any committee consisting of one or more Directors and (if thought fit) one or more other persons. They may also delegate to any other director (whether holding any other executive office or not) such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying provided that it is not necessary to give notice of a meeting of that committee to Directors other than the Director or Directors who form the committee.

95. The Directors may, by power of attorney signed by any one or more persons duly authorised, appoint any person, either generally or in respect of any specific matter, to represent the Company, act in its name and execute documents on its behalf.

APPOINTMENT AND RETIREMENT OF DIRECTORS

96. Subject to the Companies Law and these Articles, the Directors shall have power from time to time, without sanction of the Company in general meeting, to appoint any person to be a Director, either to fill a casual vacancy or as an additional Director. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election.

97. Subject to the Companies Law and these Articles, the Company may by ordinary resolution:

- (a) appoint any person as a Director; and
- (b) remove any person from office as a Director,

and there shall be no requirement for the appointment or removal of two or more Director to be considered separately.

98. A person must not be appointed a Director unless he has in writing consented to being a Director of the Company and declared that he is not ineligible under the Companies Law,

99. A Director may resign from office as a Director by giving notice in writing to that effect to the Company at its office, which notice shall be effective upon such date as may be specified in the notice, failing which upon delivery to the registered office.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

100. The office of a Director shall be vacated if:

- (a) he ceases to be a Director by virtue of any provision of the law or he ceases to be eligible to be a director or is disqualified in accordance with the law; or
- (b) he has his affairs declared "en désastre", becomes bankrupt or makes any arrangement or composition with his creditors generally or otherwise has any judgment executed on any of his assets; or
- (c) he becomes of unsound mind or incapable or an order is made by a court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator or other person to exercise powers with respect to his property or affairs; or
- (d) he is absent from meetings of Directors for a consecutive period of 12 months and the Directors resolve that his office shall be vacated; or
- (e) he dies; or
- (f) he resigns his office by written notice to the Company; or
- (g) the Company so resolves by ordinary resolution; or
- (h) where there are more than two Directors, all the other Directors request him to resign in writing

DIRECTORS' REMUNERATION AND EXPENSES

101. (a) The Directors shall be remunerated for their services at such rate as the Directors shall determine provided that the aggregate amount of such fees shall not exceed £200,000 per annum (or such sum as the Company in general meeting shall from time to time determine).

(b) The Directors may grant special remuneration to any Director who, being so called upon, shall be willing to render any special or extra services to the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration as a Director and may be made payable by a lump sum or by way of salary or commission or by any or all of those models or otherwise.

102. The Directors may be paid:

- (a) all reasonable travelling, hotel and other out of pocket expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties; and

- (b) all reasonable expenses properly incurred by them in seeking independent professional advice on any matter that concerns them in the furtherance of their duties as a Director of the Company.

DIRECTORS' APPOINTMENTS AND INTERESTS

103. Subject to the provisions of the Companies Law, the Directors may appoint one or more of their number to the office of managing director or to any other executive office in the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they determine, always having regard to the aggregate remuneration provisions set out in Article 101(a). Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim for damages for breach of the contract of service between the Director and the Company,

104. (a) Provided he has disclosed to the Board the nature and extent of any interest of his in accordance with the Companies Law, a Director, notwithstanding his office:

(i) may enter into or otherwise be interested in a contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested either in connection with his tenure of an office or place of profit or as seller, buyer or otherwise;

(ii) may hold another office or place of profit with the Company (except that of Auditor or auditor of a subsidiary of the Company) in conjunction with the office of Director and may act by himself or through his firm in a professional capacity to the Company, and in that case on such terms as to remuneration and otherwise as the Board may decide either in addition to or instead of remuneration provided for by another Article;

(iii) may be a director or other officer of, or employed by, or a party to a contract, transaction, arrangement or proposal with or otherwise interested in, a company promoted by the Company or in which the Company is otherwise interested or as regards which the Company has a power of appointment; and

(iv) is not liable to account to the Company for a profit, remuneration or other benefit realised by such contract, arrangement, transaction, proposal, office or employment and no such contract, arrangement, transaction or proposal is avoided on the grounds of any such interest or benefit.

(b) A Director who, to his knowledge, is in any way (directly or indirectly) interested in a contract, arrangement, transaction or proposal with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract, arrangement, transaction or proposal is first considered, if he knows his interest then exists or, in any other case, at the first meeting of the Board after he knows that he is or has become interested. For the purposes of this Article:

(i) a general notice given to the Board by a Director that he is to be regarded as having an interest (of the nature and extent specified in the notice) in a contract, transaction, arrangement or proposal in which a specified person or class of persons is interested is a sufficient disclosure under this Article in relation to that contract, transaction, arrangement or proposal; and

(ii) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge is not treated as his interest.

(c) A Director may not vote on or, subject as provided in paragraph (f) of this Article, be counted in the quorum in relation to a resolution of the Board or of a committee of the Board concerning a contract, arrangement, transaction or proposal to which the Company is or is to be a party and in which he has an interest which is, to his knowledge, a material interest (otherwise than by virtue of his interest in shares or debentures or other securities of or otherwise in or through the Company), but this prohibition does not apply to a resolution concerning any of the following matters:

(i) the giving of a guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;

(ii) the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part, either alone or jointly with others, under a guarantee or indemnity or by the giving of security;

(iii) a contract, arrangement, transaction or proposal concerning an offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings for subscription or purchase, in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;

(iv) a contract, arrangement, transaction or proposal to which the Company is or is to be a party concerning another company (including a subsidiary undertaking of the Company) in which he is interested (directly or indirectly) whether as an officer, shareholder, creditor or otherwise (a "relevant company"), if he does not to his knowledge hold an interest in shares representing one per cent. or more of either any class of the equity share capital of or the voting rights in the relevant company;

(v) a contract, arrangement, transaction or proposal for the benefit of the employees of the Company or any of its subsidiary undertakings (including any pension fund or retirement, death or disability scheme) which does not award him a privilege or benefit not generally awarded to the employees to whom it relates; and

(vi) a contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy for the benefit of Directors or for the benefit of persons including Directors.

(d) For the purposes of this Article a person shall be treated as being connected with a Director if that person is:

(i) a spouse, child (under the age of eighteen) or step child (under the age of eighteen) of the Director; or

(ii) an associated body corporate which is a company in which the Director alone, or with connected persons, is directly or indirectly beneficially interested in 20 per cent. or more of the 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 Director or persons falling within paragraphs (d)(i) or (d)(ii) of this Article excluding trustees of an employees' share scheme or pension scheme; or

(iv) a partner (acting in that capacity) of the Director or persons in paragraphs (d)(i) to (d)(iii) of this Article.

(e) For the purposes of this Article, the interest of a person who is connected with a Director is treated as the interest of the Director and, in relation to an alternate director, the interest of his appointor is treated as the interest of the alternate director in addition to an interest which the alternate director otherwise has. This Article applies to an alternate director as if he were a Director otherwise appointed.

(f) A Director may not vote on but may be counted in the quorum in relation to a resolution of the Board or committee of the Board concerning his own appointment (including, without limitation, fixing or varying the terms of his appointment or its termination) as the holder of an office or place of profit with the Company or any company in which the Company is interested. Where proposals are under consideration concerning the appointment (including, without limitation, fixing or varying the terms of appointment or its termination) of two or more Directors to offices or places of profit with the Company or a company in which the Company is interested, such proposals shall be divided and a separate resolution considered in relation to each Director. In that case each of the Directors concerned (if not otherwise debarred from voting under this Article) is entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

(g) If a question arises at a meeting as to the materiality of a Director's interest (other than the interest of the chairman of the meeting) or as to the entitlement of a Director (other than the chairman) to vote or be counted in a quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be referred to the chairman and his ruling in relation to the Director concerned is conclusive and binding on all concerned.

(h) If a question arises at a meeting as to the materiality of the interest of the chairman of the meeting or as to the entitlement of the chairman to vote or be counted in a quorum and the question is

not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be decided by resolution of the Directors or committee members present at the meeting (excluding the chairman) whose majority vote is conclusive and binding on all concerned.

(i) Any Director may continue to be or become a director, managing director, manager or other officer or member of any company promoted by the Company or in which the Company may be interested, and any such Director shall not be accountable to the Company for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any such company. The Directors may exercise the voting power conferred by the shares 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 directors, managing directors, managers or other officers of such company, or voting or providing for the payment of remuneration to themselves as directors, managing directors, managers or other officers of such company) and any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be or be about to be appointed a director, managing director, manager or other officer of such other company, and as such is or may become interested in the exercise of such voting rights in manner aforesaid.

(j) The Company may by ordinary resolution suspend or relax the provisions of this Article to any extent or ratify any contract, arrangement, transaction or proposal not properly authorised by reason of a contravention of this Article.

DIRECTORS' GRATUITIES AND PENSIONS

105. The Directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or who was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

PROCEEDINGS OF DIRECTORS

106. Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. A Director who is also an alternate director shall be entitled to a separate vote for each Director for whom he acts as alternate in addition to his own vote.

107. (a) The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two except where the number of Directors has been fixed at not less than one pursuant to these Articles or where there is a sole director, in which case the quorum shall be one. A person who is an alternate director shall be counted in the quorum and any Director acting as an alternate director shall also be counted as one for each of the Directors for whom he acts as alternate.

(b) Any Director enabled to participate in the proceedings of a meeting by means of a communication device (including a telephone) which allows all of the other Directors present at such meeting to hear or read what is said or communicated by such director at all times and such director to hear or read what is said or communicated by all other Directors present at such meeting at all times (in each case whether in person or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum.

108. The continuing Directors or the only continuing director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or director may act only for the purpose of filling vacancies or of calling a general meeting.

109. The Directors may appoint one of their number to be the chairman of the Board and may at any time remove him from that office. Unless he is unwilling to do so, the Directors so appointed shall preside at every meeting of Directors at which he is present. But if there is no director holding that office, or if the Directors holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.

110. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

111. (a) A meeting of Directors may be held notwithstanding that such Directors may not be in the same place if a Director is, by any means, in communication with one or more other Directors so that each Director participating in the communication can hear or read what is said or communicated by each of the others and any such meeting shall be deemed to be held in the place in which the chairman of the meeting is present (which, for the avoidance of doubt, shall be the Director elected by such meeting to be chairman of that meeting).

(b) A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and

may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

112. [Article deleted].

SECRETARY

113. Subject to the provisions of the Companies Law, a secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any secretary so appointed may be removed by them,
114. The secretary shall cause minutes to be made in books kept for the purpose in accordance with the Companies Law and shall carry out all other duties of company secretaries set out in the Companies Law.

SEALS

115. (a) The common seal (if any) shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors.
- (b) Subject to the provisions of the Companies Law, the Directors may determine to have an official seal for use in any country, territory or place outside Guernsey, which shall be a facsimile of the common seal of the Company. Any such official seal shall in addition bear the name of every territory, district or place in which it is to be used.
- (c) The Directors may determine who shall sign any instrument to which the common seal or any official seal is affixed and, in respect of the common seal, unless otherwise so determined: (i) share certificates need not be signed or, if signed, a signature may be applied by mechanical or other means or may be printed; and (ii) every other instrument to which a seal is affixed shall be signed by a Director and by the secretary or by a second Director. A person affixing the common seal or any official seal to any instrument shall certify thereon the date upon which and the place at which it is affixed (or, in the case of a share certificate, on which the seal may be printed). The Directors may also decide, either generally or in a particular case, that a signature may be dispensed with or affixed by mechanical means.

DIVIDENDS AND DISTRIBUTIONS

116. Subject to the provisions of the Companies Law and these Articles, the Company may by ordinary resolution authorise and declare dividends and/or make distributions in accordance

with the respective rights of the members, but no dividend or other distribution shall exceed the amount recommended by the Directors.

117. The Board may, before recommending any dividend, whether preferential or otherwise, carry to reserve out of the profits of the Company (including any premiums received upon the issue of debenture or other securities of the Company) such sums as they think proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Board may from time to time think fit. The Board may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.
118. Subject to the provisions of the Companies Law, the Directors may pay interim dividends and/or distributions if it appears to them that they are justified by the assets of the Company. If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Directors may also pay, at intervals settled by them, any dividend payable at a fixed rate if it appears to them that the assets of the Company justify the payment. Provided the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
119. Except as otherwise provided by the rights attached to, or the terms of issue of, shares, all dividends or other distributions shall be declared and paid according to the amounts paid up on shares on which the dividend or other distributions is paid. All dividends or other distributions shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend or other distribution is paid, but, if any share is issued on terms providing that it shall rank for dividend or other distributions as from a particular date, that share shall rank for dividend accordingly,
120. Any resolution declaring a dividend or a distribution on a share, whether a resolution of the Company in general meeting or a resolution of the Directors, may specify that the same shall be payable to the person registered as the holders of the shares at the close of business on a particular date notwithstanding that it may be a date prior to that on which the resolution is passed and thereupon the dividend or distribution shall be payable to such persons in accordance with their respective holdings so registered, but without prejudice to the rights inter se in respect of such dividend or distribution of transferors and transferees of any such shares.

121. A general meeting declaring a dividend or other distribution may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
122. Any dividend or other moneys payable in respect of a share may be paid by electronic transfer or cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of the one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct (and in default of which direction to that one of the persons jointly so entitled as the Directors shall in their absolute discretion determine). Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share. Every cheque is sent at the risk of the person entitled to the payment. If payment is made by electronic transfer, the Company is not responsible for amounts lost or delayed in the course of making that payment.
123. The Directors may deduct from any dividend or distribution or other monies, payable to any member 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 in relation to the shares.
124. No dividend or distribution or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
125. All unclaimed dividends or other distributions may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the Company shall not be constituted a trustee thereof. Any dividend which has remained unclaimed for ten years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.
126. If, in respect of a dividend or other distribution or other amount payable in respect of a share, on any one occasion:
- (i) a cheque is returned undelivered or left uncashed; or
 - (ii) an electronic transfer is not accepted,

and reasonable enquiries have failed to establish another address or account of the person entitled to the payment, the Company is not obliged to send or transfer a dividend or other amount payable in respect of that share to that person until he notifies the Company of an address or account to be used for that purpose. If the cheque is returned undelivered or left uncashed or transfer not accepted on two consecutive occasions, the Company may exercise this power without making any such enquiries.

ACCOUNTS AND AUDIT

127. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by the Companies Law or authorised by the Directors or by these Articles.

128. The Company may appoint auditors to examine the accounts and report thereon in accordance with the Law.

CAPITALISATION OF PROFITS

129. The Board may with the authority of an ordinary resolution of the Company:

- (i) resolve to capitalise any undistributed profits of the Company or any part of the amount for the time being standing to the credit of any of the Company's reserve accounts (including a capital reserve, profit and loss account or revenue reserve) or subject as hereinafter provided any such amount standing to the credit of a share premium account or capital redemption reserve fund, whether or not available for distribution;
- (ii) appropriate the sum resolved to be capitalised to the members who, in the case of any amount capable of being distributed by way of dividend, would have been entitled thereto if so distributed or, in the case of any amount not so capable, to the members who would have been entitled thereto on a winding-up of the Company and in either case in the same proportions and apply that sum on their behalf in or towards:
 - (a) paying up the amounts (if any) for the time being unpaid on shares held by them respectively, or
 - (b) paying up in full unissued shares or debentures of an amount equal to that sum,

and allot the shares or debentures, credited as fully paid, to the members (or as they may direct) in those proportions, or partly in one way and partly in the other;

- (iii) make any arrangements it thinks fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular, without limitation, where shares or debentures become distributable in fractions the Board may deal with the fractions as it thinks fit, including issuing fractional certificates, disregarding fractions or selling shares or debentures representing the fractions to a person for the best price reasonably

obtainable and distributing the net proceeds of the sale in due proportion amongst the members (except that if the amount due to a member is less than £10, or such other sum as the Board may decide, the sum may be retained for the benefit of the Company);

(iv) authorise a person to enter (on behalf of all the members concerned) an agreement with the Company providing for either:

(a) the allotment to the members respectively, credited as fully paid, of shares or debentures to which they may be entitled on the capitalisation; or

(b) the payment by the Company on behalf of the members (by the application of their respective proportions of the reserves resolved to be capitalised) of the amounts or part of the amounts remaining unpaid on their existing shares,

an agreement made under the authority being effective and binding on all those members; and

(v) generally do all acts and things required to give effect to the resolution.

130. Notwithstanding any other provision of these Articles, but subject to the rights attached to shares, the Company or the Board may fix any date as the record date for a dividend, distribution, allotment or issue. The record date may be on or at any time before or after a date on which the dividend, distribution, allotment or issue is declared, made or paid.

NOTICES

131. Any notice and any account, balance sheet, report or other document (each a "Document") to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Directors or a committee of Directors need not be in writing.

132. The Company may give any Document either:

(a) personally; or

(b) by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or to such other address nominated for the purpose; or

(c) by transmitting it by facsimile to the registered office of the member; or

(d) by sending it by electronic means (other than by transmission by facsimile) to such electronic address from time to time held by the Company for that member, or by means of a website in accordance with the Companies Law, unless such member notifies the Company otherwise and unless and until the Company receives such notice, a member is deemed to agree to the

sending of Documents by electronic means in any particular electronic form and to the sending of documents by means of a website; or

- (e) if service cannot be effected in accordance with paragraphs (a) to (d) inclusive above, in any other manner permitted by the Companies Law.

- 133. In the case of joint holders of a share, all Documents shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and Documents so given shall be sufficient disclosure to all the joint holders.
- 134. A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 135. 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 of members, has been duly given to a person from which he derives his title.
- 136. Service of any Document by post shall be proved by showing the date of posting, the address thereon and the fact of prepayment.
- 137. A Document addressed to a member at his registered address or at his address for service is, if sent by post, deemed to be given within 48 hours after it has been posted, and in proving service it is sufficient to prove that the envelope containing the Document was properly addressed and duly posted.
- 138. A Document not sent by post but left at a registered address or at an address for service is deemed to be given on the day it is left.
- 139. Any Document sent by facsimile or by other electronic means shall be deemed to be received on the day that it is sent. In proving service of a Document sent by facsimile or by electronic means it shall be sufficient to show that:
 - (a) in the case of a Document sent by facsimile, the facsimile was properly addressed to the facsimile number last notified to the Company by the member and that a transmission report was generated by the sender's facsimile machine recording a message from the recipient's facsimile machine that all pages were successfully transmitted;
 - (b) in the case of a notice sent by other electronic means, the electronic message was properly addressed to the electronic address from time to time held by the Company for that member, and that no error message has been received in relation to the electronic message or the Document by the Company.

140. Any Document served by an advertisement or notice published in a newspaper or La Gazette Officielle is deemed to be given to all members and other persons entitled to receive it at noon on the day when the advertisement or notice appears or, where an advertisement or notice is given by more than one advertisement or notice and the advertisements or notices appear on different days, at noon on the last of the days when the advertisements or notices appear.
141. Any Document served or delivered by the Company by any other means is deemed to be served when the Company has taken the action it has been authorised to take for that purpose.
142. A Document may be given by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a member by sending or delivering it, in any manner authorised by these Articles for the giving of Documents to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or curator of the member or by any like description at the address, if any, supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death, bankruptcy or incapacity had not occurred. If more than one person would be entitled to receive a notice in consequence of the death, bankruptcy or incapacity of a member, notice given to any one of such persons shall be sufficient notice to all such persons.

WINDING UP

143. At the annual general meeting of the Company falling in the year 2018 and at each third annual general meeting convened by the Board thereafter, the Board shall propose a special resolution which if passed will require the Directors, within 6 months of the passing of the special resolution, to formulate and submit proposals to Shareholders that will provide Shareholders with an opportunity to realise the value of their Ordinary Shares at Net Asset Value per Ordinary Share.
144. (a) Subject to the Law and these Articles and the rights of the holders of any class of shares on a return of capital or other return of the assets of the Company on a winding up, the assets of the Company available for distribution to members shall be distributed equally amongst the holders of Ordinary Shares and Management Ordinary Shares *pro rata* to the number of such shares held by each holder and according to the amounts paid up on such shares held by them.
- (b) If the Company shall be wound up, the Company may, with the sanction of a special resolution and any other sanction required by the Companies Law, divide the whole or any part of the assets of the Company among the members in specie, and the liquidator or, where there is no liquidator, the Directors, may for that purpose value any assets and determine how the division shall be carried out as between the members or different

classes of members and, with the like sanction, may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he or they may determine, but no member shall be compelled to accept any assets upon which there is a liability.

- (c) 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 the liquidator may, with the sanction of an ordinary resolution, receive in compensation shares, policies or other like interests for distribution or may enter into any other arrangements whereby the members may, in lieu of receiving cash, shares, policies or other like interests, participate in the profits of or receive any other benefit from the transferee.

INDEMNITY

145. Without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a Director, alternate director, secretary, resident agent or other officer of the Company, and their respective heirs and executors may be fully indemnified in so far as the Companies Law allows, 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 may incur by or through their own wilful act, neglect or default 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 should the same happen by or through their own wilful act, neglect or default, provided that this Article shall be deemed not to provide for, or entitle any person to, indemnification to the extent that it would cause this Article, or any part of it, to be treated as void under the Companies Law.
146. Without prejudice to any other provisions of the Articles, the Directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was a Director, alternate director, secretary, resident agent or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect), indemnifying him against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company, (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).

INSPECTION OF RECORDS

147. (a) Subject to the Companies Law, a Director shall be entitled at any time to inspect the register of members, the minutes of proceedings at general meetings, the minutes of proceedings at Directors' meetings, the register of Directors, the register of secretaries, the index of members (if any), copies of all resolutions of members passed otherwise than at general meetings and the accounting records.
- (b) Subject to the Companies Law, a member shall be entitled to inspect the register of members, the minutes of proceedings at general meetings, the register of annual returns, the register of Directors, any register of secretaries and the index of members (if any) and copies of all resolutions of members passed otherwise than at general meetings.
- (c) The rights of inspection shall be exercisable during ordinary business hours.

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