

***Company number 57739***

**THE COMPANIES (GUERNSEY) LAW, 2008, AS AMENDED  
COMPANY LIMITED BY SHARES**

**ARTICLES OF INCORPORATION**

**of**

**NEXTENERGY SOLAR FUND LIMITED**

**Registered the 20<sup>th</sup> day of December 2013  
New articles of incorporation adopted by special resolution passed on 8 August 2019**

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**THE COMPANIES (GUERNSEY) LAW, 2008, as amended**  
**COMPANY LIMITED BY SHARES**

**ARTICLES OF INCORPORATION**

**of**

**NEXTENERGY SOLAR FUND LIMITED**

**1. STANDARD ARTICLES**

The standard Articles prescribed pursuant to Section 16(2) of the Law shall be excluded in their entirety.

**2. INTERPRETATION**

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

<b>Words</b>	<b>Meanings</b>
accounts	means either individual accounts prepared in accordance with Section 243 of the Law or consolidated accounts prepared in accordance with Section 244 of the Law.
Admission	means admission of the Ordinary Shares to the premium listing segment of the Official List and to trading on the London Stock Exchange's main market for listed securities.
Articles	these Articles of Incorporation as now framed and at any time altered.
at any time	at any time or times and includes for the time being and from time to time.
Auditors	the auditors, if any, engaged in accordance with the Law and these Articles.
Board	the Directors at any time or the Directors present at a duly convened meeting at which a quorum is present.
Business Day	means a day on which the London Stock Exchange and banks in London and Guernsey are normally open for business.
B Shares	means the redeemable shares of no par value issued and designated as "B Shares" of such classes (denominated in such currencies) as the Directors may

determine and having such rights and being subject to such restrictions as contained in these Articles.

C Shares

means the redeemable shares of no par value issued and designated as "C Shares" of such classes (denominated in such currencies) as the Directors may determine and having such rights and being subject to such restrictions as contained in these Articles and which will convert into Ordinary Shares of the relevant class in accordance with the terms of these Articles.

Calculation Date

means the earliest of the:

- (A) close of business on the date to be determined by the Directors after the day on which the Investment Manager shall have given notice to the Directors that at least 85 (eighty five) per cent. of the Net Proceeds attributable to the relevant class of C Shares (or such other percentage as the Directors and the Investment Manager shall agree) shall have been invested; or
- (B) close of business on the Business Day at the end of such period after allotment of the relevant class of C Shares or on such specific date; in each case, as shall be determined by the Directors for that particular class of C Shares and as shall be stated in the terms of issue of the relevant class of C Share; or
- (C) close of business on the last Business Day prior to the day on which the Directors resolve that Force Majeure Circumstances have arisen or are imminent; or
- (D) close of business on such date as the Directors may determine.

certificated

in relation to any share or other security of the Company, that it is not held or to be held in uncertificated form.

Change of Control

means a change in the beneficial ownership of the Shares carrying the right to vote in general meetings of the Company, such that 50 per cent. or more of such voting Shares are beneficially owned by one legal person (or a group of persons being a 'concert party' within the meaning of the City Code on Takeovers and Mergers).

clear days

in relation to the period of notice means that period excluding the day when notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

Connected Person

means:

- (A) a spouse, civil partner, child (under the age of eighteen) or step child (under the age of eighteen) of a Member; or
- (B) an associated body corporate which is a company in which a Member alone, or with Connected Persons, is directly or indirectly beneficially interested in twenty (20) per cent. or more of the nominal value of the equity share capital or is entitled (alone or with Connected Persons) to exercise or control the exercise of more than twenty (20) per cent. of the voting power at general meetings; or
- (C) a trustee (acting in that capacity) of any trust, the beneficiaries of which include the Member or persons falling within paragraphs (A) or (B) above excluding trustees of an employees' share scheme or pension scheme; or
- (D) a partner (acting in that capacity) of the Member or persons in categories (A) to (C) above.

**Conversion** means, in relation to any class of C Shares, conversion of that class of C Shares in accordance with Article 51.9.

**Conversion Date** means a date which falls after the Calculation Date and is the date on which the admission of the new Ordinary Shares arising on Conversion to trading on the London Stock Exchange becomes effective and which is the earlier of:

- (A) the opening of business on such Business Day as may be selected by the Directors provided that such day shall not be more than (20) twenty Business Days after the Calculation Date; and
- (B) such earlier date as the Directors may resolve should Force Majeure Circumstances have arisen or the Directors resolve that such circumstances have arisen or are imminent.

**Conversion Ratio** is the ratio of the Net Asset Value per C Share of the relevant class of C Share to the Net Asset Value per Ordinary Share of the corresponding class, which is calculated to 6 decimal places as at the Calculation Date as:

$$\text{Conversion Ratio} = \frac{A}{B}$$

where:

$$A = \frac{(C - d) - D}{E}$$

$$B = \frac{(F - d) - G}{H}$$

where:

“C” is the value of the investments of the Company attributable to the C Shares of the relevant class calculated in accordance with the accounting principles adopted by the Company from time to time (as if that class was equity);

“D” is the amount (to the extent not otherwise deducted from the assets attributable to the C Shares of the relevant class on the Calculation Date) which, in the Directors’ opinion, fairly reflects the amount of the liabilities of the Company attributable to the C Shares of the relevant class on the Calculation Date;

“E” is the number of C Shares of the relevant class in issue on the Calculation Date;

“F” is the value of the investments of the Company attributable to the Ordinary Shares calculated in accordance with the accounting principles adopted by the Company from time to time;

“G” is the amount (to the extent not otherwise deducted in the calculation of F) which, in the Directors’ opinion, fairly reflects the amount of the liabilities of the Company attributable to the Ordinary Shares on the Calculation Date.

Notwithstanding the accounting treatment of the C Shares as a liability of the Company, for the purposes of calculating the Conversion Ratio (and in particular G), the C Shares will be treated as a class of equity issued by, and not a liability of, the Company;

“H” is the number of Ordinary Shares in issue on the Calculation Date (excluding any Ordinary Shares of the relevant class held in treasury); and

“d” is, to the extent not already taken into account in D or G (as appropriate) the amount of any dividend payable in respect of any period ending before the Conversion Date and payable by reference to a record date falling on or prior to the Conversion Date;

provided that the Directors shall make such adjustments to the value or amount of A and B as the Auditors shall report to be appropriate having regard among other things, to the assets of the Company immediately prior



	to the date on which the Company first receives the net proceeds relating to the C Shares of the relevant class and/or to the reasons for the issue of the C Shares of the relevant class.
CREST system	means the facilities and procedures for time being of the computerised settlement system (as defined in the Regulations) of which Euroclear UK & Ireland Limited, for the time being, has been approved as an authorised operator pursuant to the Regulations.
Delisting	means a delisting of the Ordinary Shares from the Official List.
Director	includes alternate Director.
Disclosure and Transparency Rules	the Disclosure Guidance and Transparency Rules published by the FCA from time to time.
dividend	includes bonus.
ERISA	United States Employee Retirement Income Security Act of 1974, as amended from time to time, and the applicable regulations thereunder.
Exchange Act	US Securities Exchange Act of 1934, as amended.
executors	includes administrators.
Existing Shares	means the Ordinary Shares in issue immediately prior to Conversion.
FCA	the UK Financial Conduct Authority and any successor body.
FCA Handbook of Rules and Guidance	the FCA's handbook of rules and guidance as published from time to time.
financial year	<p>(A) firstly, the period beginning on the date on which the Company was incorporated and ending within eighteen (18) months of that date; and</p> <p>(B) thereafter, the period beginning on the day after its previous financial year ended and ending within eighteen (18) months of that date;</p> <p>as determined from time to time by the Board.</p>
Force Majeure Circumstances	means in relation to any class of C Shares (i) any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable; (ii) the issue of any proceedings challenging, or seeking to challenge, the power of the Company and/or its Directors to issue the C

	Shares of that class with the rights proposed to be attached to them and/or to the persons to whom they are, and/or the terms upon which they are, proposed to be issued; or (iii) the giving of notice of any general meeting of the Company at which a resolution is to be proposed to wind up the Company, whichever shall happen earliest.
Investment Company Act	US Investment Company act of 1940, as amended.
Investment Manager	means the manager from time to time of the Company's investments.
Investment Policy	the Company's published investment policy as defined in the Listing Rules in the FCA Handbook of Rules and Guidance.
Law	means the Companies (Guernsey) Law, 2008 as amended extended or replaced and any Ordinance, statutory instrument or regulation made thereunder.
Liquidator	includes joint liquidators.
London Stock Exchange	London Stock Exchange plc.
Member	means a registered holder of a share in the capital of the Company.
Memorandum	the memorandum of incorporation of the Company.
Net Asset Value per Share or Net Asset Value per Ordinary Share	means the Net Asset Value divided by the number of Shares or Ordinary Shares (as appropriate) in issue at the relevant time.
Net Asset Value	means the value of the assets of the Company or a class of shares of the Company, as the case may be, less its liabilities (including accrued but unpaid fees), determined by the Directors in their absolute discretion in accordance with the accounting principles adopted by the Directors.
Net Proceeds	means the net cash proceeds of the issue of the C Shares of the relevant class (after deduction of those commissions and expenses relating thereto and payable by the Company).
Office	the registered office at any time of the Company.
ordinary resolution	a resolution passed by a simple majority in accordance with Section 176 of the Law.
Ordinary Shares	means the redeemable shares of no par value issued and designated as "ordinary shares" of such classes (denominated in such currencies) as the Directors may determine in accordance with the Articles, and having

	such rights and being subject to such restrictions as contained in the Articles.
Preference Shares	means the redeemable preference shares of no par value issued and designated as preference shares of such classes as the Directors may determine in accordance with the Articles and having such rights and being subject to such restrictions as are contained in the Articles.
Purchase Price	means the subscription price paid for a specific Preference Share.
proxy	includes attorney.
Register	the register of members kept pursuant to the Law.
Regulation S	The rules and regulations under Regulation S, as promulgated by the US Securities and Exchange Commission under the Securities Act.
Regulations	the Uncertificated Securities (Guernsey) Regulations, 2009 including any modification or re-enactment thereof and any subordinate legislation or rules made under it for the time being in force.
Regulatory Information Service	means a regulatory information service.
Relevant Law	means any existing or future legislation enacted by any jurisdiction that provides for or is intended to secure the exchange of tax information (including, without limitation, under Sections 1471 to 1474 of the U.S. Code, commonly known as "FATCA", and any regulations made thereunder or associated therewith), any official interpretations thereof, or any law implementing an intergovernmental approach thereto, or any agreements made pursuant to the implementation of the foregoing, in each case as enacted, made, amended or replaced from time to time.
Scrip Dividend	shall have the meaning as described in Article 43.
Seal	the common seal of the Company, which may take such form as the Board shall decide and for the avoidance of doubt may include a laser seal.
Secretary	any person designated by the Board as such.
Share or share	means an Ordinary Share or a B Share or a C Share or a Preference Share or any other share issued in accordance with these Articles.
Securities Act	US Securities Act of 1933, as amended.
special resolution	a resolution passed by a majority of not less than 75% in accordance with Section 178 of the Law.

unanimous resolution	a resolution agreed to by every Member of the Company in accordance with Section 180 of the Law.
uncertificated	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 system; and "certificated unit of a security" means a unit of a security which is not an uncertificated unit.
U.S. Code	The US Internal Revenue code of 1986, as amended.
waiver resolution	a resolution passed by a majority of not less than 90% in accordance with Section 179 of the Law.
Working Day	a day which is not a Saturday, a Sunday, Christmas Day or Good Friday or a day appointed as a public holiday by Ordinance of the States of Guernsey.

Any reference to a share shall, where the Board has resolved to allot and issue fractions of shares, include such fractions.

The singular includes the plural and vice versa.

The masculine includes the feminine.

Words importing persons include corporations.

Expressions referring to writing include any mode of representing or reproducing words.

Subject to the above, any words defined in the Law shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

In the event of any conflict between these Articles and the mandatory provisions of the Law, the latter shall prevail.

Where a Section of the Law is referred to and that Section is amended or renumbered or replaced or supplemented, then the reference shall be deemed to refer to the same Section as amended, renumbered, replaced or supplemented.

Where an ordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose.

For the purposes of paragraph (A) of the definition of Calculation Date and the definition of Force Majeure Circumstances in relation to any class of C Shares, the assets attributable to the C Shares of that class shall be treated as having been "invested" if they have been expended by or on behalf of the Company in the acquisition or making of an investment (whether by subscription or purchase) or if an obligation to make such payment has arisen or crystallised (in each case unconditionally or subject only to the satisfaction of normal pre-issue conditions) in relation to which the consideration amount has been determined or is capable of being determined by operation of an agreed contractual mechanism.

### 3. **AMENDMENTS**

The Memorandum and Articles may be amended in accordance with Part IV of the Law.

#### 4. **BUSINESS**

Any branch or kind of business which, by the Memorandum or by these Articles, is, either expressly or impliedly, authorised to be undertaken may be undertaken or suspended at any time by the Board.

#### 5. **SHARE CAPITAL**

- 5.1 The Company may issue an unlimited number of shares in any currency which may be designated and issued as Ordinary Shares, B Shares, C Shares, Preference Shares or otherwise as the Directors may from time to time determine.

##### **Ordinary Shares**

- 5.2 The rights attaching to the Ordinary Shares shall be as follows:

- (A) *As to income* – subject in each case to compliance with the Law and to the rights of the Preference Shares, B Shares and any Ordinary Shares which may be issued with special rights or privileges, the Ordinary Shares of each class carry the right to receive all income of the Company, other than such income that is attributable to the C Shares, and to participate in any distribution of such income by the Company, pro rata to the relative Net Asset Values of each of the classes of Ordinary Shares and, within each such class, income shall be divided *pari passu* amongst the holders of Ordinary Shares of that class in proportion to the number of Ordinary Shares of such class held by them.
- (B) *As to capital* – on a winding up of the Company or other return of capital (other than by way of a repurchase or redemption of Shares in accordance with the provision of these Articles and the Law), the surplus assets of the Company, other than the surplus assets attributable to the C Shares, remaining after payment of all creditors shall, subject to the rights of the Preference Shares and B Shares any Ordinary Shares that may be issued with special rights or privileges, be divided amongst the holders of Ordinary Shares of each class pro rata to the relative Net Asset Values of each of the classes of the Ordinary Shares and, within each such class, such assets shall be divided *pari passu* amongst the holders of Ordinary Shares of that class in proportion to the number of Ordinary Shares of that class held by them.
- (C) *As to voting* – the holders of the Ordinary Shares shall be entitled to receive notice of and to attend, speak and vote (in accordance with Article 24) at general meetings of the Company.

- 5.3 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share (or option, warrant or other right in respect of a share) in the Company may be issued with such preferred, deferred or other special rights or restrictions, whether as to dividend, voting, return of capital or otherwise, as the Board may determine. This authority may be further extended in accordance with the provisions of the Law.

- 5.4 The C Shares shall have the rights set out in Article 51, the Preference Shares shall have the rights set out in Article 53 and the B Shares shall have the rights set out in Article 56.

#### 6. **ISSUE OF SHARES**

- 6.1 Subject to the authority conferred by Article 5 or any extension thereof and to Article 7, the unissued shares shall be at the disposal of the Board which may allot, grant options, warrants or other rights over or otherwise dispose of them to such persons on such terms

and conditions and at such times as the Board determines but so that no share shall be issued at a discount to par value (if applicable) except in accordance with the Law and so that the amount payable on application on each share shall be fixed by the Board.

6.2 Subject to the provisions of the Law and these Articles:

- (A) any shares may with the sanction of the Board be issued on terms that they are, or at the option of the Company are, liable to be redeemed on such terms and in such manner as the Board may determine;
- (B) the Company and any of its subsidiary companies may, at the discretion of the Board, give financial assistance directly or indirectly for the purpose of or in connection with the acquisition of shares in the Company or in connection with reducing or discharging any liability incurred in connection with the purchase of shares in the Company;
- (C) fractions of shares may be issued or purchased by the Company; and
- (D) subject to Article 5.1, the Company may issue shares of no par value or shares with a par value or a combination of both.

## 7. **OFFERS TO MEMBERS ON A PRE-EMPTIVE BASIS**

7.1 In this Article:

- (A) "equity securities" means: (i) any class of shares of the Company; or (ii) rights to subscribe for, or to convert securities into, any class of shares of the Company;
- (B) references to the allotment of equity securities includes: (i) the grant of a right to subscribe for, or to convert any securities into, any class of shares of the Company (but excludes the allotment and/or conversion of any class of shares of the Company pursuant to the exercise of such a right); and (ii) the sale of any class of shares of the Company that immediately before the sale are held by the Company as treasury shares.

7.2 The Company shall not allot equity securities to a person on any terms unless:

- (A) it has made an offer to each person who holds shares of the relevant class to allot to him on the same or more favourable terms a proportion of those securities that is as nearly as practicable equal to the proportion in number held by him of that class of shares; and
- (B) the period during which any such offer may be accepted has expired or the Company has received notice of the acceptance or refusal of every offer so made.

7.3 Equity securities that the Company has offered to allot to a holder of shares in accordance with Article 7.2 may be allotted to him, or anyone in whose favour he has renounced his right to their allotment, without contravening Article 7.2 and, if Article 7.2 applies in relation to the grant of such right, it will not apply in relation to the allotment of equity securities in pursuance of that right.

7.4 Shares held by the Company as treasury shares shall be disregarded for the purposes of Article 7.2, so that the Company is not treated as a person who holds shares; and the treasury shares are not treated as forming part of the share capital of the Company.

7.5 Any offer required to be made by the Company pursuant to Article 7.2 should be made by a notice (given in accordance with Article 48) and such offer must state a period during

which such offer may be accepted and such offer shall not be withdrawn before the end of that period. Such period must be a period of at least twenty one (21) days beginning on the date on which such offer is deemed to be delivered or received (as the case may be) pursuant to Article 48.

7.6 Article 7.2 shall not apply in relation to the allotment of bonus shares, shares issued pursuant to the provisions of Article 43 nor to a particular allotment of equity securities if these are, or are to be, wholly or partly paid otherwise than in cash. For the avoidance of doubt, and for the purposes of Article 7.2, C Shares shall not constitute the same class of shares as the Ordinary Shares into which they may or will convert pursuant to Article 51.9.

7.7 The Company may by special resolution resolve that Article 7.2 shall be excluded or that such Article shall apply with such modifications as may be specified in the resolution:

- (A) generally in relation to the allotment by the Company of such equity securities;
- (B) in relation to allotments of a particular description; or
- (C) in relation to a specified allotment of such equity securities;

and any such resolution must: (i) state the maximum number of such equity securities in respect of which Article 7.2 is excluded or modified; and (ii) specify the date on which such exclusion or modifications will expire, which must be not more than five years from the date on which the resolution is passed.

7.8 Any resolution passed pursuant to Article 7.7 may:

- (A) be renewed or further renewed by special resolution of the Company for a further period not exceeding five years; and
- (B) be revoked or varied at any time by special resolution of the Company.

7.9 Notwithstanding that any such resolution referred to in Article 7.7 or 7.8 has expired, the Directors may allot equity securities in pursuance of an offer or agreement previously made by the Company if the resolution enabled the Company to make an offer or agreement that would or might require equity securities to be allotted after it expired.

7.10 In this Article, in relation to an offer to allot securities a reference (however expressed) to the holder of shares of any description is to whoever was the holder of shares of that description at the close of business on a date to be specified in the offer and the specified date must fall within the period of 28 days immediately before the date of the offer.

## 8. **REPURCHASE OF SHARES**

8.1 The Company may, at the discretion of the Board, purchase any of its own shares, whether or not they are redeemable, and may pay the purchase price in respect of such purchase to the fullest extent permitted by the Law.

8.2 Shares repurchased by the Company may be held as treasury shares and dealt with by the Directors to the fullest extent permitted by the Law.

## 9. **COMMISSIONS**

The Company may pay commission in money or shares to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company provided that the rate or amount of

commission shall be fixed by the Board and disclosed in accordance with the Law. The Company may also pay brokerage charges.

## 10. **VARIATION OF CLASS RIGHTS**

- 10.1 If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a special resolution of the holders of the shares of that class.
- 10.2 The quorum for a variation of class rights meeting is:
- (A) for a meeting other than an adjourned meeting, two (2) persons present holding at least one third of the voting rights of the class in question;
  - (B) for an adjourned meeting, one (1) person holding shares of the class in question; or
  - (C) where the class has only one Member, that Member.
- 10.3 For the purposes of Article 10.2 above, where a person is present by proxy or proxies, he is treated as holding only the shares in respect of which the proxies are authorised to exercise voting rights.
- 10.4 At a variation of class rights meeting, any holder of shares of the class in question present may demand a poll.
- 10.5 For the purposes of this Article:
- (A) any alteration of a provision contained in these Articles for the variation of rights attached to a class of shares, or the insertion of any such provision into the Articles, is itself to be treated as a variation of those rights; and
  - (B) references to the variation of rights attached to a class of shares include references to their abrogation.
- 10.6 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not (unless otherwise expressly provided by the terms of issue of the shares of that class) be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

## 11. **CLASS MEETINGS**

Subject as aforesaid in the case of a variation of class rights, when the share capital is divided into different classes of shares, Articles 21 through 26 shall apply *mutatis mutandis* to any class meeting and to the voting on any matter by the Members of any such class.

## 12. **TRUSTS**

- 12.1 Without prejudice to Part XXIX of the Law, except as ordered by a court of competent jurisdiction or as required by law, the Company shall not be affected or bound by or be compelled in any way to recognise (even when having notice) any equitable, contingent, future or partial interest in any share or fraction or (except only as by these Articles or by law otherwise provided) or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder and whether or not such share shall be



entered in the Register as held in trust, nor shall the Company be bound to see to the execution of any trust to which any share may be subject.

### 13. **CERTIFICATES**

- 13.1 The Board shall make such arrangements for the issue of share certificates as it may, from time to time, deem fit.
- 13.2 All forms of certificate for shares or debentures or representing any other form of security (other than letters of allotment, scrip certificates and other like documents) shall be issued and may, if determined by the Board, be issued under the Seal of the Company and shall be signed autographically unless there shall be in force a resolution of the Board adopting some method of mechanical signature in which event the signatures (if authorised by such resolution) may be effected by the method so adopted.
- 13.3 In respect of a share held jointly, the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
- 13.4 If a share certificate be defaced lost or destroyed, it may be renewed on payment of such fee and on such terms (if any) as to evidence and indemnity and the payment of expenses as the Board thinks fit.

### 14. **LIEN**

- 14.1 The Company shall have a first and paramount lien (extending to all dividends payable) on all shares (not being fully paid) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of those shares and for all the debts and liabilities of the holder to the Company and that whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person (other than such holder) and whether the time for payment or discharge shall have arrived or not and notwithstanding that the same are joint debts or liabilities of such holder and any other person (whether a Member of the Company or not).
- 14.2 The Company may sell as the Board thinks fit any shares on which the Company has a lien but no sale shall be made unless a sum in respect of which the lien exists is presently payable nor until after a notice in writing demanding payment has been given to the holder of the shares.
- 14.3 To give effect to any sale, the Board may authorise some person to transfer the shares sold to the purchaser who shall be registered as the holder of the shares comprised in any such transfer and who shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings.

### 15. **CALLS ON SHARES**

- 15.1 The Board may at any time make on at least fourteen (14) clear days' notice calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value or by way of premium and not by the conditions of allotment made payable at fixed times) and each Member shall pay to the Company at the time and place appointed the amount called. A call may be revoked or postponed.
- 15.2 Joint holders shall be jointly and severally liable to pay calls.

- 15.3 If a sum called in respect of a share is not paid before or on the day appointed, the person from whom the sum is due shall pay interest from the day appointed to the time of actual payment at such rate as the Board may determine.
- 15.4 Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable and, in the case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 15.5 The Board may on an issue of shares differentiate between holders as to amount of calls and times of payment.

16. **FORFEITURE AND SURRENDER OF SHARES**

- 16.1 If a Member fails to pay any call or instalment on the day appointed, the Board may, at any time during such period as any part remains unpaid, serve notice requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and any expenses which may have been incurred by the Company by reason of non-payment.
- 16.2 The notice shall state a further day at least fourteen (14) clear days' after the date of the notice on or before which the payment required by the notice is to be made and the place where the payment is to be made and that in the event of non-payment the shares in respect of which the call was made or instalment is payable will be liable to be forfeited. If the requirements of any such notice are not complied with, any share in respect of which the notice has been given may, at any time before payment has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.
- 16.3 Notice of forfeiture shall forthwith be given to the former holder and an entry of such notice and forfeiture shall forthwith be made and dated in the Register opposite the entry of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give notice or to make entry.
- 16.4 A forfeited share shall be deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of on such terms as the Board shall think fit, with or without all or any part of the amount previously paid on the share being credited as paid, and, at any time before a sale or disposition, the forfeiture may be cancelled.
- 16.5 A person whose shares have been forfeited shall cease to be a Member in respect of those shares but shall remain liable to pay to the Company all moneys which, at the date of forfeiture, were payable in respect of the shares with interest at such rate as the Board may determine. The Board may enforce payment without any allowance for the value of the shares at the time of forfeiture.
- 16.6 The forfeiture of a share shall extinguish all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the holder and the Company.
- 16.7 The Board may accept from any Member on such terms as shall be agreed a surrender of any shares in respect of which there is a liability for calls. Any surrendered share may be disposed of in the same manner as a forfeited share.

16.8 A declaration in writing by a Director or the Secretary that a share has been duly forfeited or surrendered on the date stated in the declaration shall be conclusive evidence of the facts therein as against all persons claiming to be entitled to the shares.

16.9 The Company may receive the consideration given for any share on any sale or disposition and may execute a transfer of the share in favour of the person to whom the same is sold or disposed of and he shall thereupon be registered as the holder and shall not be bound to see to the application of the purchase money nor shall his title be affected by any irregularity or invalidity in forfeiture sale re-allotment or disposal.

## 17. **REGISTER OF MEMBERS**

17.1 The Company shall keep the Register and index of Members in accordance with Sections 123-128 of the Law and allow inspection in accordance with Sections 127-128 of the Law. The Company may delegate the maintenance of its Register and index of Members upon such terms as the Board may think fit. In the absence of manifest error, the Register shall be conclusive evidence as to the persons entitled to the shares entered therein.

17.2 Each Member shall inform the Company by means of a notice addressed to the Office of any change in his address and immediately after receipt of that notice the entry of the address of that Member in the Register shall be altered in conformity with the notice given.

17.3 The Register may be closed during such periods as the Board thinks fit not exceeding in all thirty (30) days in any year.

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

18.1 The Directors may 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 system. These Articles are subject to, and do not limit or restrict the Company's powers to transfer shares in accordance with the Regulations.

18.2 All transfers of shares may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Board or by any other manner as the Board may accept and permitted by the Law and the rules of each stock exchange on which the relevant shares may be listed. Any instrument of transfer shall be signed by or on behalf of the transferor who shall be deemed to remain the holder until the name of the transferee is entered in the Register. A transfer in respect of shares which are not fully paid shall also be signed by the transferee.

18.3 Every instrument of transfer shall be left at the Office or such other place as the Board may prescribe with the certificate (if applicable) of every share to be transferred and such other evidence as the Board may reasonably require to prove the title of the transferor or his right to transfer the shares; and the transfer and certificate shall remain in the custody of the Board but shall be at all reasonable times produced at the request and expense of the transferor or transferee or their respective representatives.

18.4 The Board may, in its absolute discretion and without giving a reason, refuse to register a transfer of any share in certificated form which is not fully paid or on which the Company has a lien, provided, in the case of a listed or publicly traded share that this would not prevent dealings in the share from taking place on an open and proper basis. In addition, the Directors may refuse to register a transfer of shares unless:

(A) it is in respect of only one class of shares;

(B) it is in favour of a single transferee or not more than four joint transferees; and

- (C) it is delivered for registration to the Office or such other place as the Board may decide, accompanied by the certificate(s) for the shares to which it relates and such other evidence as the Board may reasonably require to prove title of the transferor and the due execution by him of the transfer or, if the transfer is executed by some other person on his behalf, the authority of that person to do so.
- 18.5 The Board may only decline to register a transfer of an uncertificated share in the circumstances set out in the Regulations, and where, in the case of a transfer, to joint holders, the number of joint holders to whom the uncertificated share is to be transferred exceeds four.
- 18.6 If the Board refuse to register the transfer of a share they shall, within two months after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferee.
- 18.7 Subject to the provisions of the Regulations the registration of transfers may be suspended at such times and for such periods (not exceeding 30 days in any one year) as the Board may decide and either generally or in respect of a particular class of share. Any such suspension shall be communicated to Members, giving reasonable notice of such suspension, by means of a Regulatory Information Service.
- 18.8 No fee shall be payable to the Company in respect of the registration of any transfer, probate, letters of administration, certificate or marriage or death, power of attorney, instruction or other document relating to or affecting the title to any shares.
- 18.9 The Company shall keep the Register in accordance with Sections 123 to 128 of the Law and the Regulations. The Register may be closed during such periods as the Board thinks fit not exceeding in all thirty days in any year.
- 18.10 On the death of a Member the survivors where the deceased was a joint holder and the executors of the deceased where he was a sole holder shall be the only persons recognised by the Company as having any title to or interest in his shares; but nothing herein shall release the estate of a deceased joint holder from any liability in respect of any share jointly held.
- 18.11 A person so becoming entitled to a share in consequence of the death, bankruptcy or incapacity of a Member shall have the right to receive and may give a discharge for all dividends and other money payable or other advantages due on or in respect of the share, but he shall not be entitled to receive notice of or to attend or speak or vote at meetings of the Company, or save as aforesaid, to any of the rights or privileges of a Member unless and until he shall be registered as a Member in respect of the share PROVIDED ALWAYS that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety (90) days the Board may thereafter withhold all dividends or other monies payable or other advantages due in respect of the share until the requirements of the notice have been complied with.
- 18.12 Nothing in these Articles shall preclude the Board from recognising the renunciation of the allotment of any share by the allottee in favour of some other person.
- 18.13 For the avoidance of doubt, nothing in these Articles shall require the shares to be transferred by written instrument if the Law provides otherwise and the Board shall be empowered to implement such arrangements as they consider fit in accordance with and subject to the Law and the rules of the London Stock Exchange to evidence and regulate the transfer of title to shares in the Company and for the approval or disapproval as the case may be by the Directors or the authorised operator of the CREST system of the registration of those shares.

- 18.14 In relation to a certificated transfer of shares the Directors may make such transfers subject to such purchaser certification requirements as the Directors in their absolute discretion deem appropriate or necessary to ensure compliance by the Company with any United States acts and regulations as may be applicable to the Company or its Members from time to time. Where the purchaser of a certificated share is unable, or fails to, comply with any such purchaser certification requirements the Directors may, in their absolute discretion, decline to register the transfer of such certificated share. The Directors may place such legends on any share certificates as in their absolute discretion they deem appropriate or necessary from time to time to ensure compliance by the Company with any United States acts and regulations as may be applicable to the Company or its members from time to time.
- 18.15 If at any time the holding or beneficial ownership of any shares in the Company by any person (whether on its own or taken with other shares), in the opinion of the Directors (i) would cause the assets of the Company to be treated as "plan assets" of any benefit plan investor under Section 3(42) of ERISA or the U.S. Code; (ii) would or might result in the Company and/or its shares being required to register or qualify under the Investment Company Act and/or the Securities Act and/or the Exchange Act and/or any laws of any State of the US that regulate the offering and sale of securities; (iii) may cause the Company not to be considered a "Foreign Private Issuer" under the Exchange Act; (iv) would result in a person holding shares in violation of any transfer restrictions put forth in any prospectus published by the Company from time to time; (v) may cause the Company to be a "controlled foreign corporation" for the purpose of the U.S. Code or (vi) may cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the U.S. Code, including as a result of the Company's failure to comply with Relevant Law as a result of that person failing to provide information concerning itself as requested by the Company in accordance with the Articles), then any shares which the Directors decide are shares which are so held or beneficially owned ("**Prohibited Shares**") may be dealt with in accordance with Article 18.16 below. The Directors may at any time give notice in writing to the holder of a share requiring him to make a declaration as to whether or not the share is a Prohibited Share.
- 18.16 The Directors shall give written notice to the holder of any share which appears to them to be a Prohibited Share requiring him within 21 days (or such extended time as the Directors consider reasonable) to transfer (and/or procure the disposal of interests in) such share to another person so that it will cease to be a Prohibited Share. From the date of such notice until registration for such a transfer or a transfer arranged by the Directors as referred to below, the share will not confer any right on the holder to receive notice of or to attend, speak and vote at a general meeting of the Company and of any class of Members and those rights will vest in the Chairman of any such meeting, who may exercise or refrain from exercising them entirely at his discretion. If the notice is not complied with within 21 days to the satisfaction of the Directors, the Directors shall arrange for the Company to sell the share at the best price reasonably obtainable to any other person so that the share will cease to be a Prohibited Share. The net proceeds of sale (after payment of the Company's costs of sale and together with interest at such rate as the Directors consider appropriate) shall be paid over by the Company to the former holder upon surrender by him of the relevant share certificate (if applicable).
- 18.17 Upon transfer of a share, the transferee of such share shall be deemed to have represented and warranted to the Company that he is (i) not a benefit plan investor and no portion of the assets used by such transferee to acquire or hold an interest in such share constitutes or will be treated as "plan assets" of any benefit plan investor under Section 3(42) of ERISA or under the U.S. Code; (ii) either (a) not a U.S. Person, located in the United States or acquiring the shares for the amount or benefit of a U.S. Person and acquiring shares in an offshore transaction meeting the requirements of Regulation S; or (b) a person to whom such shares may otherwise be lawfully transferred pursuant to an

exemption from the registration requirements of the Securities Act; and (iii) a "qualified purchaser" for the purposes of the Investment Company Act

19. **UNTRACED MEMBERS**

19.1 The Company shall be entitled to sell (at a price which the Company shall use its reasonable endeavours to ensure is the best obtainable) the shares of a Member or the shares to which a person is entitled by virtue of transmission on death or insolvency or otherwise by operation of law if and provided that:

- (A) during the period of not less than twelve (12) years prior to the date of the publication of the advertisements referred to below (or, if published on different dates, the first thereof) at least three (3) dividends in respect of the shares in question have become payable and no dividend in respect of those shares has been claimed; and
- (B) the Company shall following the expiry of such period of twelve (12) years have inserted advertisements in a national newspaper and/or in a newspaper circulating in the area in which the last known address of the Member or the address at which service of notices may be effected under these Articles is located giving notice of its intention to sell the said shares; and
- (C) during the period of three (3) months following the publication of such advertisements (or, if published on different dates, the last thereof) the Company shall have received indication neither of the whereabouts nor of the existence of such Member or person; and
- (D) notice shall have been given to the stock exchanges on which the Company is listed, if any.

19.2 The foregoing provisions of this Article are subject to any restrictions applicable under any regulations relating to the holding and/or transferring of securities in any paperless system as may be introduced from time to time in respect of the shares of the Company or any class thereof.

20. **ALTERATION OF CAPITAL**

20.1 The Company at any time may, by ordinary resolution, increase its authorised share capital, if such has been specified, by such sum to be divided into shares of such amount as the resolution shall prescribe.

20.2 Unless the Company shall have resolved otherwise, any new shares shall be of such class and amount and have such preference or priority as regards dividends or in the distribution of assets or as to voting or otherwise over any other shares of any class, whether then issued or not, or be subject to such stipulations deferring them to any other shares with regard to dividends or in the distribution of the assets as the Board may determine.

20.3 The Company may by ordinary resolution:

- (A) consolidate and divide all or any of its share capital into shares of larger or smaller amounts than its existing shares;
- (B) subject to Article 20.4, subdivide all or any of its shares into shares of a smaller amount;

- (C) cancel 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;
  - (D) convert all or any of its shares the nominal amount of which is expressed in a particular currency or former currency into shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than three significant figures) current on the date of the resolution or on such other day as may be specified therein;
  - (E) 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.
- 20.4 In any subdivision under Article 20.3(B), the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as that proportion in the case of the share from which the reduced share was derived.
- 20.5 The Board on any consolidation of shares may deal with fractions of shares in any manner.
- 20.6 The Company may reduce its share capital, any capital account or any share premium account in any manner and with and subject to any authorisation or consent required by the Law.
21. **GENERAL MEETINGS**
- 21.1 The first annual general meeting of the Company shall be held within eighteen (18) months of the date of incorporation as required by the Law and thereafter annual general meetings shall be held once at least in each subsequent calendar year in accordance with Section 199 of the Law but so that not more than fifteen (15) months may elapse between one annual general meeting and the next. At each such annual general meeting shall be laid copies of the Company's most recent accounts, directors' report and, if applicable, the auditor's report in accordance with Section 252 of the Law. The requirement for an annual general meeting may be waived by the Members in accordance with Section 201 of the Law. Other meetings of the Company shall be called extraordinary general meetings.
- 21.2 General meetings may be held in Guernsey or elsewhere at the discretion of the Directors.
- 21.3 A Member participating by video link or telephone conference call or other electronic or telephonic means of communication in a meeting at which a quorum is present shall be treated as having attended that meeting provided that the Members present at the meeting can hear and speak to the participating Member.
- 21.4 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Members participates and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to take place where the Chairman is present unless the Members resolve otherwise.
- 21.5 Any general meeting convened by the Board, unless its time shall have been fixed by the Company in general meeting or unless convened in pursuance of a requisition, may be postponed by the Board by notice in writing and the meeting shall, subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.
- 21.6 The Board may, whenever it thinks fit, and shall on the requisition of Members who hold more than ten per cent. (10%) of such of the capital of the Company as carries the right to

vote at general meetings (excluding any capital held as treasury shares) in accordance with Sections 203 and 204 of the Law proceed to convene a general meeting.

**22. NOTICE OF GENERAL MEETINGS**

- 22.1 A general meeting (including an annual general meeting) of the Company (other than an adjourned meeting) must be called by notice of at least fourteen (14) clear days.
- 22.2 A general meeting may be called by shorter notice than otherwise required if all the Members entitled to attend, speak and vote so agree.
- 22.3 Notices and other documents may be sent in electronic form or published on a website in accordance with Section 208 of the Law.
- 22.4 Notice of a general meeting of the Company must be sent to:
- (A) every Member entitled to attend, speak and vote thereat and any Member otherwise entitled to receive notice of general meetings pursuant to these Articles;
  - (B) every Director; and
  - (C) every Alternate Director registered as such.
- 22.5 In Article 22.4, the reference to Members includes only persons registered as a Member.
- 22.6 Notice of a general meeting of the Company must:
- (A) state the time and date of the meeting;
  - (B) state the place of the meeting;
  - (C) specify any special business to be put to the meeting (as defined in Article 23.1);
  - (D) contain the information required under Section 178(6)(a) of the Law in respect of a resolution which is to be proposed as a special resolution at the meeting;
  - (E) contain the information required under Section 179(6)(a) of the Law in respect of a resolution which is to be proposed as a waiver resolution at the meeting; and
  - (F) contain the information required under Section 180(3)(a) of the Law in respect of a resolution which is to be proposed as a unanimous resolution at the meeting.
- 22.7 Notice of a general meeting must state the general nature of the business to be dealt with at the meeting.
- 22.8 Where, by any provision of the Law, special notice is required of a resolution, the resolution is not effective unless notice of the intention to move it has been given to the Company at least twenty-eight (28) clear days before the date of the meeting at which it is moved.
- 22.9 The Company must, where practicable, give its Members entitled to vote thereon notice of any such resolution in the same manner and at the same time as it gives notice of the meeting.
- 22.10 Where that is not practicable, the Company must give its Members entitled to vote thereon notice at least fourteen (14) clear days before the meeting:



- (A) by notice in La Gazette Officielle, or
- (B) in any other manner deemed appropriate by the Board.

22.11 If, after notice of the intention to move such a resolution has been given to the Company, a meeting is called for a date twenty-eight (28) clear days or less after the notice has been given, the notice is deemed to have been properly given, though not given within the time required.

22.12 In every notice calling a meeting of the Company there must appear a statement informing the Member of:

- (A) his rights to appoint a proxy under these Articles and Section 222 of the Law; and
- (B) the right to appoint more than one proxy.

22.13 The accidental omission to give notice of any meeting to or the non receipt of such notice by any Member shall not invalidate any resolution or any proposed resolution otherwise duly approved.

## 23. **PROCEEDINGS AT GENERAL MEETINGS**

23.1 The ordinary business of an annual general meeting shall be to receive and consider the profit and loss account and the balance sheet of the Company and the reports of the Directors and the Auditors, if any, to elect Directors and appoint Auditors in the place of those retiring, to fix the remuneration of the Directors and Auditors, to sanction or declare final dividends (if required by these Articles) and to transact any other ordinary business which ought to be transacted at such meeting. All other business of an annual general meeting shall be deemed special and shall be subject to notice as hereinbefore provided.

23.2 The quorum for a general meeting shall be two (2) or more Members present in person or by proxy save that the quorum for a general meeting shall be one (1) Member present in person or by proxy if the Company only has one Member.

23.3 If, within half an hour after the time appointed for the meeting, a quorum is not present, the meeting, if convened by or upon a requisition of Members, shall be dissolved. If otherwise convened, it shall stand adjourned for seven (7) days at the same time and place and no notice of adjournment need be given (or if that day is not a Business Day in the location of the meeting, to the next Business Day). The quorum at any such adjourned meeting shall be such Member or Members who shall attend in person or by proxy.

23.4 The chairman of any general meeting shall be either:

- (A) the chairman of the Board;
- (B) in the absence of the chairman of the Board, or if the Board has no chairman, then the Board shall nominate one of their number to preside as chairman;
- (C) if neither the chairman of the Board nor the nominated Director is present at the meeting, then the Directors present at the meeting shall elect one of their number to be the chairman,
- (D) if only one Director is present at the meeting, then he shall be chairman of the general meeting; or
- (E) if no Directors are present at the meeting, then the Members present shall elect a chairman of the meeting by an ordinary resolution.

- 23.5 The chairman of the general meeting shall conduct the meeting in such a manner as, subject to the Law, he thinks fit and may adjourn the meeting from time to time and limit the time for Members to speak.
- 23.6 The Board may determine in respect of any general meeting or meetings or generally that a list of the names and addresses of the Members shall not be made available for inspection.
- 23.7 A Director of the Company shall be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company regardless of whether that Director is a Member of the Company or a holder of the relevant class of shares.
- 23.8 The chairman may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting at any time and to any place. When a meeting is adjourned for more than fourteen (14) clear days or where business other than the business left unfinished at the meeting from which the adjournment took place is to be put to the adjournment meeting, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 23.9 At any meeting, a resolution put to the vote shall be decided by a show of hands or by a poll at the option of the chairman. Nevertheless before or on the declaration of the result a poll may be demanded:
- (A) by the chairman; or
  - (B) by not less than five (5) Members having the right to vote on the resolution; or
  - (C) by a Member or Members representing not less than ten (10) per cent. of the total voting rights of all Members having the right to vote on the resolution.
- 23.10 The demand for a poll may be withdrawn.
- 23.11 Unless a poll is demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minute book, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded.
- 23.12 A poll, if demanded, shall be taken at the meeting at which the same is demanded or at such other time and place as the chairman shall direct and the result shall be deemed the resolution of the meeting.
- 23.13 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 a poll has been demanded.
- 23.14 If a poll shall be duly demanded on the election of a chairman or on any question of adjournment, it shall be taken at once.
- 23.15 In case of an equality of votes on a poll, the chairman shall have a second or casting vote.

## 24. **VOTES OF MEMBERS**

- 24.1 On a show of hands, every Member present in person or by proxy shall have one vote subject to any special voting powers or restrictions.

- 24.2 On a poll, every Member present in person or by proxy shall have one vote for each share held by him subject to any special voting powers or restrictions.
- 24.3 Where there are joint registered holders of any shares, such persons shall not have the right of voting individually in respect of such share but shall elect one of their number to represent them and to vote whether in person or by proxy in their name. In default of such election the person whose name stands first on the Register shall alone be entitled to vote.
- 24.4 Any Member, being incapable or of unsound mind, may vote by his curator or other legal guardian. Any of such persons may vote either personally or by proxy.
- 24.5 On a poll, votes may be given either personally or by proxy and a Member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. A proxy need not be a Member. An instrument of proxy may be valid for one or more meetings.
- 24.6 No Member shall be entitled to be present or take part in any proceedings or vote, either personally or by proxy, at any meeting unless all calls due from him have been paid.
- 24.7 No Member shall be entitled to vote in respect of any shares that he has acquired unless he has been registered in the Register as their holder.
- 24.8 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed shall be valid for all purposes. Any objection made in due time shall be referred to the chairman whose decision shall be final and binding.

25. **PROXIES**

- 25.1 A Member is entitled to 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 Member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him.
- 25.2 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation under the hand of an officer or attorney duly authorised.
- 25.3 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or such other venue as the Board may specify not less than forty eight (48) hours (excluding weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, not less than twenty four (24) hours (excluding weekends) before the time appointed for the taking of the poll and in default, unless the Board directs otherwise, the instrument of proxy shall not be treated as valid.

Any such instrument appointing a proxy shall not be treated as valid unless the document is received:

- (A) in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting;
- (B) in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for taking the poll;

- (C) in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded; or
- (D) such later time as the Board may specify up to and including the time of the relevant meeting or the taking of the poll, as the case may be.

In calculating the periods mentioned above, no account shall be taken of any part of a day that is not a Working Day.

- 25.4 The instrument appointing a proxy may be in any form which the Board may approve and may include an instruction by the appointor to the proxy either to vote for or against any resolution to be put to the meeting.
- 25.5 Without prejudice to Section 226 of the Law, a vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or disability of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of such death disability or revocation shall have been received by the Company at the Office before the commencement of the meeting or adjournment or the taking of the poll at which the proxy is used.
- 25.6 Any corporation which is a Member may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members of the Company or to approve any resolution submitted in writing and the person so authorised shall be entitled to exercise on behalf of the corporation which he represents the same powers (other than to appoint a proxy) as that corporation could exercise if it were an individual Member of the Company.

## 26. **WRITTEN RESOLUTIONS**

- 26.1 Resolutions of the Members may be approved in writing if so determined by the Directors or the Members in accordance with Part XIII of the Law and every Member voting thereon shall have one vote for each share subject to any special voting powers or restrictions.
- 26.2 Notice specifying the proposed resolution in writing may be sent by the Company to Members by post or by facsimile or such other telephonic or electronic means of written communications as the Board may, subject to the Law, determine at any time.
- 26.3 Notices of proposed written resolutions forwarded by post shall be sent to the address of such Members entered in the Register. Notices forwarded by any telephonic or electronic means of written communication shall be forwarded to such destination as the Member in question may at any time designate in writing signed by him.
- 26.4 Notices of proposed written resolutions shall incorporate or be accompanied by an instrument to be signed by or on behalf of the Member to who it is addressed for the purpose of approving the same.
- 26.5 Any notice of a proposed written resolution shall specify a date and time (whether greater or lesser than any period for the time being prescribed by the Law) at which the instrument or instruments signed by or on behalf of the Members voting in favour thereof shall be counted and at which the resolution if approved by the requisite majority shall become effective. No instrument received or signature appended thereto after such time shall be counted.
- 26.6 Notwithstanding anything else contained herein (and in particular the method of sending the notice of and instrument for approving the written resolution to Members) all such instruments containing such approval shall be in writing and signed by the Member or

Members in question. The signature of a Member shall be acceptable for such purposes if received by facsimile telephonic transmission or in any other way specified in the notice.

- 26.7 The accidental omission to give notice of any proposed written resolution to or the non receipt of such notice by any Member shall not invalidate any resolution or any proposed resolution otherwise duly approved.

27. **NUMBER, APPOINTMENT AND QUALIFICATION OF DIRECTORS**

- 27.1 The first Directors shall be specified in the application for incorporation prepared in accordance with Section 17 of the Law. Unless a sole Director is specified in the application for incorporation and until otherwise determined by the Board, the number of Directors shall be not less than two (2).
- 27.2 The Board shall have power at any time to appoint any person eligible in accordance with Section 137 of the Law to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number, if any, fixed pursuant to these Articles. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election.
- 27.3 No person other than a Director retiring at a general meeting shall, unless recommended by the Directors, be eligible for election by the Company to the office of Director unless, not less than fourteen (14) clear days before the date appointed for the meetings there shall have been left at the Office notice in writing signed by a Member duly qualified to attend, speak and vote at the meeting for which such notice is given of his intention to propose such person for election together with notice in writing signed by that person of his willingness to be elected.
- 27.4 Without prejudice to the powers of the Board, the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.
- 27.5 A share qualification for a Director may be fixed by the Company in general meeting and unless and until so fixed no qualification shall be required.

28. **REMUNERATION OF DIRECTORS**

- 28.1 The Directors shall be paid out of the funds of the Company by way of fees such sums as shall be approved by the Company in general meeting. Directors' fees shall be deemed to accrue from day to day.
- 28.2 The Directors shall also be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.
- 28.3 The Board may determine that additional remuneration may be paid, from time to time, to any one or more Directors in the event such Director or Directors are requested by the Board to perform extra or special services on behalf of the Company.

29. **INDEMNITIES**

- 29.1 The Directors, Secretary and officers (excluding, for the avoidance of doubt, the Auditors) for the time being of the Company and their respective heirs and executors shall, to the extent permitted by Section 157 of the Law, be fully indemnified out of the assets and profits of the Company from and against all actions expenses and liabilities which they or

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

- 29.2 The Directors may agree to such contractual indemnities for the benefit of the Secretary, officers, employees and other agents and contracting parties as they may from time to time, deem fit.
- 29.3 Notwithstanding Article 29.1, the Board may purchase and maintain, at the expense of the Company, insurance for the benefit of the Directors, Secretary, officers, employees and other agents and/or to cover corporate reimbursement of such Directors, Secretary, officers, employees and other agents.

### 30. **REGISTERS OF DIRECTORS**

The Directors or Secretary shall cause to be maintained a register of Directors in accordance with Sections 143 and 147 of the Law.

### 31. **ALTERNATE DIRECTORS**

- 31.1 Any Director may, by notice in writing under his hand served upon the Company, appoint any person (whether a Member of the Company or not) as an alternate Director to attend and vote in his place at any meeting of the Directors at which he is not personally present or to undertake and perform such duties and functions and to exercise such rights as he could personally and such appointment may be made generally or specifically or for any period or for any particular meeting and with and subject to any particular restrictions. Every such appointment shall be effective and the following provisions shall apply.
- 31.2 Every alternate Director while he holds office as such shall be entitled:
- (A) if his appointor so directs the Secretary, to notice of meetings of the Directors; and
  - (B) to attend and to exercise (subject to any restrictions) all the rights and privileges of his appointor at all such meetings at which his appointor is not personally present.
- 31.3 Every alternate Director shall ipso facto vacate office if and when his appointment expires by effluxion of time or his appointor vacates office as a Director or removes the alternate Director from office as such by notice in writing under his hand served upon the Company
- 31.4 No alternate Director shall be entitled as such to receive any remuneration from the Company but every alternate Director shall be entitled to be paid all reasonable expenses incurred in exercise of his duties.
- 31.5 A Director may act as alternate Director for another Director and shall be entitled to vote for such other Director as well as on his own account but no Director shall at any meeting be entitled to act as alternate Director for more than one other Director.

32. **BORROWING POWERS OF THE BOARD**

- 32.1 The Board may exercise all the powers of the Company to borrow money and to mortgage, hypothecate, pledge or charge all or part of its undertaking property and uncalled capital and to issue debentures and other securities, whether outright or as collateral security for any liability or obligation of the Company or of any third party. The Board may exercise all the powers of the Company to engage in currency or interest rate hedging in the interests of efficient portfolio management.

33. **OTHER POWERS AND DUTIES OF THE BOARD**

- 33.1 The business of the Company shall be managed by the Board who may exercise all such powers of the Company as are not required to be exercised by the Company in general meeting subject nevertheless to these Articles and to the Law and to such regulations as may be prescribed by the Company in general meeting but no regulation so made shall invalidate any prior act of the Board. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- 33.2 The Board may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies and the Board may on behalf of the Company make such arrangements as it thinks advisable for taking the profits or bearing the losses of any branch or business so carried on or for financing, assisting or subsidising any such subsidiary company or guaranteeing its contracts, obligations or liabilities.
- 33.3 The Board may establish any local boards or committees for managing any of the affairs of the Company and may appoint any one or more of its number or any other persons to be members of such local boards or committees and may fix their remuneration and may delegate to any local board or committee any of the powers, authorities and discretions vested in the Board, with power to sub-delegate, and may authorise the members of any local board or committee to fill any vacancies and to act notwithstanding vacancies and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the Board may remove any person so appointed and may annul or vary any such delegation but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby. The provisions of Article 36 shall apply to meetings of such local boards and committees mutatis mutandis save as varied by the Board.
- 33.4 The Board may:
- (A) at any time, by power of attorney given under the hand of such person or persons duly authorised by the Board in that behalf, appoint any person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney of the Company for such purposes and with such powers and discretions and for such periods and subject to such conditions as the Board may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any attorney as the Board may think fit and may also authorise any attorney to sub-delegate all or any of his powers and discretions; or
  - (B) appoint such other agents, managers and contractors with such powers to sub-delegate as it may deem fit from time to time.
- 33.5 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company shall be signed, drawn, accepted,

endorsed or otherwise executed in such manner as the Board shall, at any time, determine.

- 33.6 The Board shall cause minutes to be made and maintained at the Office or in such other place in Guernsey as the Board may think fit in books provided for the purpose of all resolutions and proceedings at meetings of the Board and of Board Committees in accordance with Section 154 of the Law.
- 33.7 The Board shall cause minutes and records of other corporate resolutions to be made and maintained at the Office or in such other place in Guernsey as the Board may think fit in accordance with Sections 228 and 230 of the Law of all proceedings at general meetings or otherwise and all decisions of a sole Member.
- 33.8 The Board may pay a gratuity, pension or allowance on death or retirement to, and may establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation or life assurance funds or schemes, for the benefit of any persons:
- (A) who are or were at any time in the employment or service of the Company or of any company which is or was a holding or subsidiary company of the Company or of any predecessor in business of any of them; or
  - (B) who are or were at any time Directors or officers of the Company or of any such other company or predecessor in business and holding any salaried employment or executive office in the Company or such other company or predecessor in business; and the wives, widows, children, dependants or relations of any such persons. The receipt of any such gratuity pension or allowance shall not disqualify any person from being a Director of the Company.
- 33.9 The Board may also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid and make payments for or towards the insurance of any such persons.
- 33.10 The Board may do any of the matters aforesaid either alone or in conjunction with any such other company.

34. **CONFLICTS OF INTEREST**

- 34.1 A Director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose to the Board in accordance with Section 162 of the Law, the nature and extent of that interest.
- 34.2 Article 34.1 does not apply if:
- (A) the transaction or proposed transaction is between the Director and the Company; and
  - (B) the transaction or proposed transaction is or is to be entered into in the ordinary course of the Company's business and on usual terms and conditions.
- 34.3 A general disclosure to the Board to the effect that a Director has an interest (as director, officer, employee, member or otherwise) in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party is sufficient disclosure of interest in relation to that transaction.
- 34.4 Nothing in Articles 34.1, 34.2 and 34.3 applies in relation to:



- (A) remuneration or other benefit given to a Director;
- (B) insurance purchased or maintained for a Director in accordance with Section 158 of the Law; or
- (C) qualifying third party indemnity provision provided for a Director in accordance with Section 159 of the Law.

34.5 A Director who is interested in a transaction entered into, or to be entered into, by the Company, may:

- (A) vote on a matter relating to the transaction;
- (B) attend a meeting of Directors at which a matter relating to the transaction arises and be included among the Directors present at the meeting for the purpose of a quorum;
- (C) sign a document relating to the transaction on behalf of the Company; and
- (D) do any other thing in his capacity as a Director in relation to the transaction.

34.6 Subject to Article 34.7, a Director is interested in a transaction to which the Company is a party if the Director:

- (A) is a party to, or may derive a material benefit from, the transaction;
- (B) has a material financial interest in another party to the transaction;
- (C) is a director, officer, employee or member of another party (other than a party which is an associated company) who may derive a material financial benefit from the transaction;
- (D) is the parent, child or spouse of another party who may derive a material financial benefit from the transaction; or
- (E) is otherwise directly or indirectly materially interested in the transaction.

34.7 A Director is not interested in a transaction to which the Company is a party if the transaction comprises only the giving by the Company of security to a third party which has no connection with the Director, at the request of the third party, in respect of a debt or obligation of the Company for which the Director or another person has personally assumed responsibility in whole or in part under a guarantee, indemnity or security.

34.8 A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director on such terms as to tenure of office or otherwise as the Directors may determine.

34.9 Subject to due disclosure in accordance with Article 34, no Director or intending Director shall be disqualified by his office from contracting with the Company as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested render the Director liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

34.10 Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director PROVIDED THAT nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

34.11 Any Director may continue to be or become a director, managing director, manager or other officer or member of any company in which the Company may be interested and (unless otherwise agreed) no such Director shall be accountable for any remuneration or other benefits received by him as a Director, managing director, manager or other officer or member of any such other company.

## **35. DISQUALIFICATION AND RETIREMENT OF DIRECTORS**

35.1 A Director shall cease to hold office:

- (A) if he (not being a person holding for a fixed term an executive office subject to termination if he ceases for any reason to be a Director) resigns his office by written notice signed by him sent to or deposited at the Office;
- (B) if he shall have absented himself (such absence not being absence with leave or by arrangement with the Board on the affairs of the Company) from meetings of the Board for a consecutive period of twelve months and the Board resolves that his office shall be vacated;
- (C) if he dies or becomes of unsound mind or incapable;
- (D) if he becomes insolvent suspends payment or compounds with his creditors;
- (E) if he is requested to resign by written notice signed by all his co-Directors;
- (F) if the Company in general meeting shall declare that he shall cease to be a Director; or
- (G) if he becomes ineligible to be a Director in accordance with Section 137 of the Law.

35.2 If the Company in general meeting removes any Director before the expiration of his period of office, it or the Board may appoint another person to be a Director in his stead who shall retain his office so long only as the Director in whose stead he is appointed would have held the same if he had not been removed. Such removal shall be without prejudice to any claims such Director may have for damages for breach of any contract of service between him and the Company.

## **36. PROCEEDINGS OF DIRECTORS**

36.1 The Board may meet for the dispatch of business adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman at the meeting shall not have a second or casting vote.

36.2 A Director 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, is deemed to be present at a meeting with the other Directors so participating and, where a quorum is present, such meeting shall be treated as a validly held meeting of the Board. Where any of the Directors attending the meeting is present in Guernsey, such meeting shall be deemed to have been held in Guernsey. If no Director attending the meeting is present in Guernsey, such meeting shall be deemed to have been held in the place where the chairman is present, unless otherwise determined by the

Directors. A Director at the time of any such meeting may participate in a meeting by means of video link, telephone conference call or other electronic or telephonic means of communication.

- 36.3 The Board shall also determine the notice necessary for its meetings and the persons to whom such notice shall be given.
- 36.4 A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretions exercisable by the Board.
- 36.5 The continuing Directors may act notwithstanding any vacancy but, if and so long as their number is reduced below the minimum number fixed pursuant to these Articles, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting but for no other purpose. If there be no Directors able or willing to act, then any Member may summon a general meeting for the purpose of appointing Directors.
- 36.6 The Board may elect a chairman of their meetings and determine the period for which he is to hold office. If no such chairman be elected or if at any meeting the chairman be not present within five (5) minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
- 36.7 The Board may delegate any of their powers to committees consisting of such one or more Directors as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board. Subject thereto, this Article 36 shall apply mutatis mutandis to the proceedings of such committees.
- 36.8 The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be two (2) except that where the minimum number of Directors has been fixed at one a sole Director shall be deemed to form a quorum. For the purposes of this Article an alternate appointed by a Director shall be counted in a quorum at a meeting at which the Director appointing him is not present.
- 36.9 A resolution in writing signed by each Director (or his alternate) entitled to receive notice of a meeting of the Board or by all the members of a committee shall be as valid and effectual as a resolution passed at a meeting of the Board or committee. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or members of the committee and may be transmitted to the Company by facsimile.

## **37. EXECUTIVE DIRECTORS**

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

38. **SECRETARY**

- 38.1 A Secretary may be appointed by the Board for such term at such remuneration and upon such conditions as the Board may think fit; and any Secretary may be removed by the Board but without prejudice to any claim which he may have for damages for breach of any contract of service between him and the Company.
- 38.2 A Secretary shall have such duties as may be mandated by the Law and such other duties, responsibilities and powers as shall be agreed by the Board and the Secretary.
- 38.3 Any provision of the Law or these Articles requiring or authorising a thing to be done by a Director and the Secretary shall be satisfied by its being done by the same person acting both as Director and as or in the place of the Secretary.

39. **THE SEAL**

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

40. **COMMON SIGNATURE**

The common signature of the Company may be either:

- 40.1 the name of the Company with the addition of the signature(s) of one or more of the Directors or officers of the Company authorised generally or specifically by the Board for such purpose, or such other person or persons as the Board may from time to time appoint; or
- 40.2 if the Board resolves that the Company shall have a Seal, it shall be affixed in such manner as these Articles or the Board may from time to time provide.

41. **AUTHENTICATION OF DOCUMENTS**

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

42. **DIVIDENDS**

- 42.1 The provisions of this Article 42 are subject always to the requirements of the Law.
- 42.2 Subject to compliance with Section 304 of the Law and the further provisions of these Articles including Article 53, the Board may at any time declare and pay such dividends as appear to be justified by the position of the Company. The Board may also declare and pay any fixed dividend which is payable on any shares of the Company half-yearly or otherwise on fixed dates whenever the position in the opinion of the Board so justifies.
- 42.3 The method of payment of dividends shall be at the discretion of the Board.

- 42.4 No dividend shall be paid in excess of the amounts permitted by the Law or approved by the Board.
- 42.5 Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall be declared and paid pro rata according to the number of shares held by each Member.
- 42.6 The Board may deduct from any dividend 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.
- 42.7 The Board may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the liabilities or obligations in respect of which the lien exists.
- 42.8 The Board may retain dividends payable upon shares in respect of which any person is entitled to become a Member until such person has become a Member.
- 42.9 With the sanction of the Company in general meeting, any dividend may be paid wholly or in part by the distribution of specific assets and, in particular, of paid-up shares of the Company. Where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient and in particular may issue fractional shares and fix the value for distribution of such specific assets and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of Members and may vest any such specific assets in trustees for the Members entitled as may seem expedient to the Board.
- 42.10 Any dividend interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the Register. Any one of two or more joint holders may give effectual receipts for any dividends interest bonuses or other monies payable in respect of their joint holdings.
- 42.11 Unless otherwise provided in these Articles, no dividend or other moneys payable on or in respect of a share shall bear interest against the Company.
- 42.12 All unclaimed dividends may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of six (6) years after having been declared shall be forfeited and shall revert to the Company.

#### 43. **SCRIP DIVIDENDS**

- 43.1 The provisions of this Article 43 are subject always to the requirements of the Law.
- 43.2 The Board may, pursuant to section 306 of the Law or if authorised by an ordinary resolution of the Company, offer any holders of any particular class of shares (excluding treasury shares) the right to elect to receive further shares (whether or not of that class), credited as fully paid, instead of cash in respect of all or part of any dividend (a “**Scrip Dividend**”) in accordance with the following provisions of this Article 43.
- 43.3 The ordinary resolution (if applicable) may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period, but such period may not end later than the conclusion of the fifth annual general meeting of the Company to be held following the date of the meeting at which the ordinary resolution is passed.

- 43.4 The basis of allotment shall be decided by the Board so that, as nearly as may be considered convenient, the value of the further shares, including any fractional entitlement, is equal to the amount of the cash dividend which would otherwise have been paid.
- 43.5 For the purposes of Article 43.3 the value of the further shares shall be calculated by reference to the higher of the prevailing average of the middle market quotations for a fully paid share of the relevant class (as published by the London Stock Exchange) for the day on which such shares are first quoted "ex" the relevant dividend and the four subsequent dealing days and the prevailing Net Asset Value per share of the relevant class or in such other manner as the Directors may decide.
- 43.6 The Board shall give notice to the Members of their rights of election in respect of the Scrip Dividend and shall specify the procedure to be followed in order to make an election.
- 43.7 The dividend or that part of it in respect of which an election for the Scrip Dividend is made shall not be paid and instead further shares of the relevant class shall be allotted in accordance with elections duly made.
- 43.8 The further shares so allotted shall rank pari passu in all respects with the fully paid shares of the same class then in issue except as regards participation in the relevant dividend.
- 43.9 Subject to compliance with the Law, the Board may decide that the right to elect for any Scrip Dividend shall not be made available to Members resident in any territory, where in the opinion of the Board, compliance with local laws or regulations would be impossible or unduly onerous.
- 43.10 The Board may do all acts and things considered necessary or expedient to give effect to the provisions of a Scrip Dividend election and the issue of any shares in accordance with the provisions of this Article and the Law, and may make such provisions as they think fit in the case of shares becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of the fractional entitlements accrues to the Company rather than to the Members concerned).
- 43.11 The Board may from time to time establish or vary a procedure for election mandates, under which a holder of shares may, in respect of any future dividends for which a right of election pursuant to this Article 43 is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.
- 43.12 The Board shall not make a Scrip Dividend available unless the Company has sufficient unissued shares to give effect to elections which could be made to receive that scrip dividend.
- 43.13 For the avoidance of doubt, shares allotted pursuant to this Article 43 in respect of all or part of any dividend shall not be treated as allotted for cash for the purposes of Articles 7.2 and 7.6.

#### 44. **RESERVES**

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

45. **CAPITALISATION OF PROFITS**

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

46. **ACCOUNTS AND REPORTS**

- 46.1 The Board shall maintain accounting records and issue reports in accordance with Part XV of the Law.
- 46.2 The Company shall keep accounting records which are sufficient to show and explain its transactions and are such as to:
- (A) disclose with reasonable accuracy, at any time, the financial position of the Company at that time; and
  - (B) enable the Board to ensure that any accounts prepared by the Company are prepared properly and in accordance with any relevant enactment for the time being in force.
- 46.3 The Company's accounting records shall be kept:
- (A) at the Office; or
  - (B) at such other place as the Board thinks fit.
- 46.4 If accounting records are kept at a place outside Guernsey, returns in respect of the business dealt with in the accounting records shall be sent to and kept at a place in Guernsey and those returns shall be such as to:
- (A) disclose with reasonable accuracy the financial position of the business in question at intervals of not more than six (6) months; and
  - (B) enable the Board to ensure that any accounts prepared by the Company are prepared properly and in accordance with any relevant enactment for the time being in force.

- 46.5 Accounting records (and, where returns are sent, returns) shall be kept by the Company for a period of at least six (6) years after the date on which they are made.
- 46.6 Accounting records (and, where returns are sent, returns) shall at all reasonable times be open to inspection by any Director, Secretary or officer of the Company at the place at which they are kept.
- 46.7 Subject to Section 244 of the Law, the Board of the Company shall prepare accounts of the Company for each of the Company's financial years.
- 46.8 The accounts shall include:
- (A) a profit and loss account; and
  - (B) a balance sheet.
- 46.9 The accounts shall:
- (A) give (and state that they give) a true and fair view;
  - (B) be in accordance (and state that they are in accordance) with generally accepted accounting principles and state which principles have been adopted; and
  - (C) comply (and state that they comply) with any relevant enactment for the time being in force.
- 46.10 The accounts shall be approved by the Board and signed on by at least one (1) Director.
- 46.11 If the Company is a holding company, the Directors may, if they think fit, prepare consolidated accounts for that Company and all or any of its subsidiaries in accordance with Section 244 of the Law.
- 46.12 The Board shall prepare a Directors' report for each of the Company's financial years.
- 46.13 The Directors' report must state the principal activities (if any) of the Company in the course of the financial year and may be in summary form.
- 46.14 The directors of associated companies may, if they think fit, combine their Directors' reports, and if the combined report states the principal activities of all associated companies, the requirements of this Article are satisfied.
- 46.15 This Article applies to the Company unless it is exempt from audit in accordance with Section 256 of the Law for the financial year in question.
- 46.16 The Directors' report must contain a statement to the effect that, in the case of each of the persons who are Directors at the time the report is approved:
- (A) so far as the Director is aware, there is no relevant audit information of which the Auditors are unaware; and
  - (B) he has taken all the steps he ought to have taken as a Director to make himself aware of any relevant audit information and to establish that the Auditors are aware of that information.
- 46.17 A Director is regarded as having taken all the steps that he ought to have taken as a Director in order to do the things mentioned in Article 46.16(B) if he has:



- (A) made such enquiries of his fellow Directors and of the Auditors for that purpose; and
- (B) taken such other steps (if any) for that purpose, as are required by his duty as a Director of the Company to exercise reasonable care, skill and diligence.

46.18 In this Article relevant audit information means information needed by the Auditors in connection with preparing their report.

46.19 Should the Members of the Company elect to exempt the Company from audit in accordance with Section 256 of the Law, the Directors' report must state that its accounts are exempt from the requirement to be audited and have not been audited.

46.20 The Company must send to each Member of the Company within twelve (12) months after the end of the financial year to which they relate a copy of:

- (A) the accounts;
- (B) the Directors' report; and
- (C) the Auditors' report (where one is required under Part XVI of the Law).

46.21 The Company must send to a Member or officer of the Company within seven (7) days after the date on which the Member or officer makes such a request, provided that he has not previously made such a request within that financial year, a copy of the most recent:

- (A) accounts;
- (B) Directors' report; and
- (C) Auditors' report (where one is required under Part XVI of the Law).

46.22 If the Company holds a general meeting under Section 199 of the Law, it shall lay before that meeting, copies of its most recent:

- (A) accounts;
- (B) Directors' report; and
- (C) Auditors' report (where one is required under Part XVI of the Law).

#### 47. **AUDIT**

47.1 Subject to Section 256 of the Law, the Members may resolve to exempt the Company from the requirement to appoint Auditors. Whilst the Company continues as an unaudited company the provisions of the Law in so far as they relate to the appointment of Auditors, the duties of Auditors and the report of Auditors shall be suspended and cease to have effect.

47.2 Subject to Article 47.1 above, Auditors shall be engaged in accordance with Part XVI of the Law.

#### 48. **NOTICES**

48.1 A notice or other communication may be given by the Company to any Member either personally or by sending it by prepaid post addressed to such Member at his registered

address (or, subject to Article 48.7, in electronic form) or if he desires that notices shall be sent to some other address or person to the address or person nominated for such purpose.

- 48.2 Any notice or other document, if served by post (including registered post, recorded delivery service or ordinary letter post), shall be deemed to have been served on the second day after the day on which the same was posted from Guernsey to an address in the United Kingdom, the Channel Islands or the Isle of Man and, in any other case, on the third day following that on which the same was posted, but for these purposes a “day” shall exclude any day which is not a Working Day
- 48.3 Service of a document sent by post shall be proved by showing the date of posting, the address thereon and the fact of pre-payment.
- 48.4 Any notice or other document, if transmitted by electronic communication, facsimile transmission or other similar means which produce or enable the production of a document containing the text of the communication, shall be regarded as served when it is received.
- 48.5 A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register in respect of the share.
- 48.6 Any notice or other communication sent to the address of any Member shall, notwithstanding the death, disability or insolvency of such Member and whether the Company has notice thereof, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder and such service shall, for all purposes, be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in any such share.
- 48.7 All Members shall be deemed to have agreed to accept communication from the Company by electronic means in accordance with Sections 524 and 526 and Schedule 3 of the Law unless a Member notifies the Company otherwise. Notice under this Article must be in writing and signed by the Member and delivered to the Company's Office or such other place as the Board directs.

#### 49. **WINDING UP**

- 49.1 Subject to Article 55, the Company shall have an indefinite life.
- 49.2 If the Company is wound up whether voluntarily or otherwise the Liquidator may with the sanction of a special resolution and subject to compliance with the rights attached to any Shares or the terms of issue thereof otherwise provided divide among the Members in specie any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the Members as the Liquidator with the like sanction shall think fit.
- 49.3 If any of the securities or other assets to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said assets may within fourteen (14) clear days after the passing of the special resolution, by notice in writing, direct the Liquidator to sell his proportion and pay him the net proceeds and the Liquidator shall, if practicable, act accordingly.

#### 50. **DISCLOSURE OF THIRD PARTY INTERESTS IN SHARES**

- 50.1 The Directors shall have power by notice in writing to require any Member to disclose to the Company the identity of any person other than the Member (an interested party) who has any interest in the shares held by the Member and the nature of such interest.

- 50.2 Any such notice shall require any information in response to such notice to be given in writing within the prescribed period which shall be twenty-eight (28) days after the service of the notice, or fourteen (14) days if the shares concerned represent 0.25 per cent. or more in value of the issued shares of the relevant class, or such other reasonable time period as the Directors may determine.
- 50.3 The Company shall maintain a register of interested parties and whenever in pursuance of a requirement imposed on a Member as aforesaid the Company is informed of an interested party the identity of the interested party and the nature of the interest shall be promptly inscribed therein together with the date of the request.
- 50.4 The Directors may be required to exercise their powers under Article 50.1 on the requisition of Members (excluding the holders of treasury shares) of the Company holding at the date of the deposit of the requisition not less than one-tenth of such of the paid up capital of the Company as carries at that date the right of voting at general meetings of the Company.
- 50.5 The requisition must:
- (A) state that the requisitionists are requiring the Company to exercise its powers under this Article;
  - (B) specify the manner in which they require those powers to be exercised; and
  - (C) give reasonable grounds for requiring the Company to exercise those powers in the manner specified, and must be signed by the requisitionists and deposited at the Office.
- 50.6 The requisition may consist of several documents in like form each signed by one or more requisitionists.
- 50.7 On the deposit of a requisition complying with this Article 50 it is the Directors' duty to exercise their powers under Article 50.1 in the manner specified in the requisition.
- 50.8 If any Member has been duly served with a notice given by the Directors in accordance with Article 50.1 and is in default for the prescribed period in supplying to the Company the information thereby required the Directors may in their absolute discretion at any time thereafter serve a notice (a "Direction Notice") upon such Member as follows:
- (A) a direction notice may direct that, in respect of:
    - (1) the shares comprising the Member account in the Register which comprises or includes the shares in relation to which the default occurred (all or the relevant number as appropriate of such shares being the "default shares"); and
    - (2) any other shares held by the Member;the Member shall not be entitled to attend or vote (either personally or by representative or by proxy) at any General Meeting or meeting of the holders of any class of shares of the Company or to exercise any other right conferred by membership in relation to any such meetings; and
  - (B) where the default shares represent at least 0.25 per cent. of the class of shares concerned, then the direction notice may additionally direct that:

- (1) in respect of the default shares, any dividend or part thereof which would otherwise be payable on such shares shall be retained by the Company without any liability to pay interest thereon when such money is finally paid to the Member;
- (2) no transfer other than an approved transfer (as set out in Article 50.11(C)) of any of the shares held by such Member shall be registered unless:
  - (a) the Member is not himself in default as regards supplying the information requested; and
  - (b) the transfer is of part only of the Member's holding and when presented for registration is accompanied by a certificate by the Member in a form satisfactory to the Directors to the effect that after due and careful enquiry the Member is satisfied that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer.

The Company shall send to each other person appearing to be interested in the shares the subject of any direction notice a copy of the notice, but failure or omission by the Company to do so shall not invalidate such notice.

50.9 If shares are issued to a Member as a result of that Member holding other shares in the Company and if the shares in respect of which the new shares are issued are default shares in respect of which the Member is for the time being subject to particular restrictions, the new shares shall on issue become subject to the same restrictions whilst held by that Member as such default shares. For this purpose, shares which the Company procures to be offered to Members pro rata (or pro rata ignoring fractional entitlements and shares not offered to certain Members by reason of legal or practical problems associated with offering shares outside the United Kingdom or Guernsey) shall be treated as shares issued as a result of a Member holding other shares in the Company.

50.10 Any direction notice shall have effect in accordance with its terms for as long as the default, in respect of which the direction notice was issued, continues but shall cease to have effect in relation to any shares which are transferred by such Member by means of an approved transfer as set out in Article 50.11(C). As soon as practical after the direction notice has ceased to have effect (and in any event within seven days thereafter) the Directors shall procure that the restrictions imposed by Article 50.8 and 50.9 above shall be removed and that dividends and other monies withheld pursuant to paragraph 50.8(B) above are paid to the relevant Member.

50.11 For the purpose of this Article:

- (A) a person shall be treated as appearing to be interested in any shares if the Member holding such shares has given to the Company a notification which either (a) names such person as being so interested or (b) fails to establish the identities of those interested in the shares and (after taking into account the said notification and any other relevant notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares;
- (B) the prescribed period in respect of any particular Member is twenty-eight (28) days from the date of service of the said notice in accordance with Article 50.1 except where the default shares represent at least 0.25 per cent. of the class of shares concerned in which case such period shall be 14 days;
- (C) a transfer of shares is an approved transfer if but only if:

- (1) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a public offer made to acquire all the issued shares in the capital of the Company not already owned by the offeror or Connected Person of the offeror in respect of the Company; or
- (2) the Directors are satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the shares to a party unconnected with the Member and with other persons appearing to be interested in such shares; or
- (3) the transfer results from a sale made through a recognised investment exchange (as defined in the Financial Services and Markets Act 2000 of the United Kingdom) or any stock exchange on which the Company's shares are listed or normally traded.

For the purposes of this sub-paragraph, any person who is a Connected Person shall be included amongst the persons who are connected with the Member or any person appearing to be interested in such shares.

50.12 Any Member who has given notice of an interested party in accordance with Article 50.2 who subsequently ceases to have any party interested in his shares or has any other person interested in his shares shall notify the Company in writing of the cessation or change in such interest and the Directors shall promptly amend the register of interested parties accordingly.

## 51. **C SHARES**

51.1 The holders of the C Shares shall, subject to the provisions of these Articles, have the following rights as to income:

- (A) Subject to the rights of any C Shares which may be issued with special rights or privileges, the C Shares of each class carry the right to receive all income of the Company attributable to the C Shares, and to participate in any distribution of such income by the Company, pro rata to the relevant Net Asset Values of each of the classes of C Share and within each such class income shall be divided *pari passu* amongst the holders of that class in proportion to the number of C Shares of such class held by them;
- (B) the Ordinary Shares of the relevant class into which C Shares of the relevant class shall convert shall rank *pari passu* with the Existing Shares of the relevant class for dividends and other distributions made or declared by reference to a record date falling after the Calculation Date; and
- (C) no dividend or other distribution shall be made or paid by the Company on any of its shares (other than the Preference Shares, prior to 31 March 2036) between the Calculation Date and the Conversion Date (both dates inclusive) and no such dividend (other than in respect of the Preference Shares, prior to 31 March 2036) shall be declared with a record date falling between the Calculation Date and the Conversion Date (both dates inclusive).

51.2 At a time when any C Shares are for the time being in issue and prior to the Conversion Date, on a winding up of the Company or other return of capital and subject to the requirements of the Law (other than by way of a repurchase or redemption of C Shares in accordance with the provisions of these Articles and the Law), the surplus capital and assets of the Company attributable to the C Shares remaining after payment of all creditors shall, subject to any rights of C Shares that may be issued with special rights or privileges, be divided amongst the holders of C Shares of each class pro rata to the

relative Net Asset Value of each of the classes of C Share and within each such class such assets shall be distributed pari passu amongst the holders of C Shares of that class in proportion to the number of C Shares of that class held by them.

- 51.3 As regards voting the C Shares shall carry the right to receive notice of and to attend, speak and vote at any general meeting of the Company. The voting rights of holders of C Shares will be the same as that applying to holders of Ordinary Shares as set out in these Articles as if the C Shares and Ordinary Shares were a single class.
- 51.4 Without prejudice to the generality of these Articles, for so long as any C Shares are for the time being in issue it shall be a special right attaching to the Ordinary Shares as a class and to the C Shares as a separate class that without the sanction or consent of such holders given in accordance with these Articles:
- (A) no alteration shall be made to the Memorandum or these Articles;
  - (B) no allotment or issue will be made of any security convertible into or carrying a right to subscribe for any share capital of the Company other than the allotment or issue of further C Shares or Preference Shares;
  - (C) no resolution of the Company shall be passed to wind-up the Company; and
  - (D) no change shall be made to the accounting reference date.

For the avoidance of doubt but subject to the rights or privileges attached to any other class of shares, the previous sanction of a special resolution of the holders of Ordinary Shares and C Shares, as described above, shall not be required in respect of:

- (A) the issue of further Ordinary Shares or Preference Shares ranking pari passu in all respects with the Ordinary Shares or Preference Shares (as the case may be) (otherwise than in respect of any dividend or other distribution declared, paid or made on the Ordinary Shares by the issue of such further Ordinary Shares); or
  - (B) the sale of any shares held as treasury shares or the purchase or redemption of any shares by the Company (whether or not such shares are to be held in treasury).
- 51.5 For so long as any C Shares are for the time being in issue, until Conversion of such C Shares and without prejudice to its obligations under applicable laws the Company shall in relation to each class of C Shares:
- (A) procure that the Company's records, and bank and custody accounts shall be operated so that the assets attributable to the C Shares of the relevant class can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to applicable laws, procure that separate cash accounts, broker settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to the C Shares of the relevant class;
  - (B) allocate to the assets attributable to the C Shares of the relevant class such proportion of the income, expenses and liabilities of the Company incurred or accrued between the date on which the Company first receives the Net Proceeds attributable to such C Shares and the Calculation Date relating to such C Shares of the relevant class (both dates inclusive) as the Directors fairly consider to be attributable to such C Shares; and

- (C) give appropriate instructions to the Investment Manager to manage the Company's assets so that such undertakings can be complied with by the Company.

51.6 The C Shares are issued on such terms that they shall be redeemable by the Company in accordance with the terms set out in these Articles and subject to the requirements of the Law. At any time prior to Conversion, the Directors may determine to redeem the C Shares then in issue by agreement with holders thereof in accordance with such procedures as the Directors may determine (subject to the facilities and procedures of the CREST System), in accordance with the provisions of these Articles and in consideration of the payment of such redemption price as may be agreed between the Company and the relevant C Members.

51.7 In relation to each class of C Shares, the C Shares of that class for the time being in issue shall be sub-divided and converted and redesignated into Ordinary Shares of the corresponding class on the Conversion Date in accordance with the following provisions of this Article 51:

- (A) the Directors shall procure that within ten (10) Business Days of the Calculation Date:
  - (1) the Conversion Ratio as at the Calculation Date and the numbers of Ordinary Shares of the relevant class to which each C Member shall be entitled on Conversion shall be calculated; and
  - (2) the administrator or, failing which, an independent accountant selected for the purpose by the Directors, shall be requested to confirm that such calculations as have been made by the Company have, in their opinion, been performed in accordance with these Articles and are arithmetically accurate whereupon such calculations shall become final and binding on the Company and all holders of the Company's shares and any other securities issued by the Company which are convertible into the Company's shares, subject to the proviso immediately after the definition of H in the definition of Conversion Ratio above. If the Auditor is not able to confirm the calculations of the administrator or independent accountant, as described above, the Conversion shall not proceed.

51.8 The Directors shall procure that, as soon as practicable following such confirmation, an announcement is made to a Regulatory Information Service, advising holders of C Shares of the relevant class of the Conversion Date, the Conversion Ratio and the aggregate number of new Ordinary Shares of the relevant class to which holders of C Shares of the relevant class are entitled on Conversion.

51.9 Conversion shall take place at the Conversion Date. On Conversion:

- (A) each issued C Share shall automatically convert and be redesignated into such number of new Ordinary Shares of the corresponding class as shall be necessary to ensure that, upon Conversion being completed, the aggregate number of new Ordinary Shares equals the number of C Shares of that class in issue at the Conversion Date multiplied by the Conversion Ratio (rounded down to the nearest whole new Ordinary Share);
- (B) the new Ordinary Shares arising upon Conversion shall be divided amongst the former holders of C Shares of the relevant class pro rata according to their respective former holdings of C Shares of the relevant class (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to new Ordinary Shares, including, without prejudice to the generality of the foregoing, selling any such shares representing such fractional entitlements and

retaining the proceeds for the benefit of the Company) and for such purposes any Director is hereby authorised as agent on behalf of the former holders of C Shares of the relevant class, in the case of a share in certificated form, to execute any stock transfer form and to do any other act or thing as may be required to give effect to the same including, in the case of a share in uncertificated form, the giving of directions to or on behalf of the former holders of any C Shares of the relevant class who shall be bound by them;

- (C) forthwith upon Conversion, any certificates relating to the C Shares of the relevant class shall be cancelled and the Company shall issue to each such former C Member new certificates in respect of the new Ordinary Shares which have arisen upon Conversion unless such former holder of any C Shares elects to hold their new Ordinary Shares in uncertificated form;
- (D) the Company will use its reasonable endeavours to procure that, upon Conversion, the new Ordinary Shares are admitted to trading on the London Stock Exchange; and
- (E) the Directors may make such adjustments to the terms and timings of Conversion as they, in their discretion, consider fair and reasonable having regard to the interest of all Members.

51.10 References to the Auditors confirming any matter in this Article 51 should be construed to mean confirmation of their opinion as to such matter whether qualified or not.

## 52. **SUSPENSION OF THE CALCULATION OF THE NET ASSET VALUE**

52.1 The Board may at any time, but cannot be obliged to, temporarily suspend the calculation of the Net Asset Value per Share during:

- (A) any period when any of the principal markets or stock exchanges on which a substantial part of the investments are quoted is closed, otherwise than for ordinary holidays, or during which dealings thereon are restricted or suspended;
- (B) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Directors, disposal or valuation of a substantial part of the investments is not reasonably practicable without this being seriously detrimental to the interests of the Members or if in the opinion of the Directors the Net Asset Value cannot be fairly calculated;
- (C) any breakdown in the means of communication normally employed in determining the value of the investments or when for any reason the current prices on any market of a substantial part of the investments cannot be promptly and accurately ascertained.

52.2 The Company may elect to treat the next Business Day on which the calculation can be made the next Net Asset Value calculation date.

## 53. **PREFERENCE SHARES**

53.1 The rights attaching to the Preference Shares shall be as set out in this Article 53.

53.2 As regards voting the holders of the Preference Shares shall be entitled to receive notice of and to attend but not to speak or vote at general meetings of the Company, subject to Article 53.3.

53.3



- (A) Without prejudice to the generality of these Articles, for as long as any Preference Shares are for the time being in issue, it shall be a special right attaching to the Preference Shares as a separate class that without the sanction or consent of a special majority of the holders of the Preference Shares given in accordance with these Articles: no alteration shall be made to the Memorandum or these Articles or other action taken that would vary the rights attaching to the Preference Shares.
- (B) For the avoidance of doubt, any Preference Shares issued by the Company shall carry identical rights to the rights set out in this Article 53.

For the avoidance of doubt but subject to the rights or privileges attaching to any other class of shares, the previous sanction of a special resolution of the holders of the Preference Shares, as described above, shall not be required in respect of:

- (1) the issue of further Ordinary Shares, B Shares or C Shares ranking pari passu with the existing shares of such class or C Shares in accordance with the Articles (otherwise than in respect of any dividend or other distribution declared, paid or made on the Ordinary Shares by the issue of such further Ordinary Shares); or
- (2) the sale of any shares held as treasury shares (whether or not such shares are to be held in treasury).

#### 53.4

- (A) Each Preference Share carries a right to receive a fixed, cumulative, preferential dividend at an annual rate of 4.75 per cent per annum on the subscription price paid for such share (calculated daily and assuming a 365 day year). The dividend shall be paid out of the profits of the Company that are available for distribution and which are resolved to be distributed by the Board, with the dividend paid to the holders of the Preference Shares in priority to any payment of dividend to the holders of any other class of Shares. Other than as may be agreed between the Company and the holders of a majority of the Preference Shares, dividends shall be paid to the registered holder at that date in four instalments quarterly on 30 March, 30 June, 30 September and 31 December (or, if such date shall be a day other than a Business Day, on the first Business Day following such date) in each year in respect of the quarter-years ending on those respective dates.
- (B) Article 53.4(A), above, shall be subject always to the requirements of the Law.
- (C) If a dividend described in Article 53.4(A) is not declared or paid in full on the relevant payment date the unpaid amount shall carry interest at 4.75 per cent per annum (calculated daily and assuming a 365 day year) until paid.
- (D) With effect from 1 April 2036, the holders of the Preference Shares shall have the right to convert all or some of their Preference Shares into either Ordinary Shares or B Shares, at the election of the holder, such election to be made by written notice to the Company, specifying the number of Preference Shares to be so converted, whether the conversion shall be to B Shares or Ordinary Shares and the date of conversion (which shall be the end of a calendar month at least 10 Business Days from the date of the notice, subject always in the case of the Ordinary Shares to any requirement to issue a prospectus in relation to their issue in which case the date of conversion shall be the 10 Business Days after the date on which such prospectus is issued).

- (E) The number of B Shares or Ordinary Shares (as the case may be) that shall be issued on conversion shall be calculated, with the number of Ordinary Shares or B Shares (as applicable) being of an amount equal to:

$$X \times C,$$

where:

X is the number of Preference Shares to be converted:

Z is Net Asset Value per Ordinary Share as at the date of conversion;

Y is the Purchase Price per Preference Share (as adjusted to take into account any subdivisions of Preference Shares, consolidations of Preference Shares or capitalisation issues of Preference Shares) plus any accrued and unpaid dividends on each Preference Share (including any interest payable thereon in accordance with Article 53.4(C)); and

C is Y divided by Z.

- (F) Where Preference Shares are issued in series at different Purchase Prices this shall be taken in to account in the calculation above.
- (G) The Net Asset Value per Ordinary Share as at the date of conversion shall be calculated and published by the Company following receipt of a notice of conversion in accordance with this Article and the Company shall in performing such calculation, subject to any change in applicable law, apply the same methodology as was used for the calculation of the most recent Net Asset Value published by the Company.
- (H) A notice of conversion of Preference Shares given under this Article must be in respect of at least 20,000,000 Preference Shares, provided that a holder may give notice in respect of lesser number of Preference Shares if such notice is given in respect of all the Preference Shares held by them.

53.5 Subject to the requirements of the Law, the Preference Shares shall be redeemable (in whole or in part, on a pro-rata basis) for the Purchase Price plus accrued and unpaid dividends (including any interest payable thereon at the redemption date in accordance with Article 53.4(C)) per each Preference Share redeemed, at the option of the Company. The Company may elect to redeem Preference Shares by giving written notice to the holders of the Preference Shares to be redeemed specifying the number of Preference Shares to be redeemed, the redemption date (which shall be not less than 20 Business Days from the date of the notice, and must not be prior to 31 March 2030) and the place at which the certificates for such of the Preference Shares as are in certificated form (if any) are to be presented for redemption.

53.6 Subject to compliance with the Law, the Preference Shares of any holder of Preference Shares shall be redeemed by the Company in full for the Purchase Price plus accrued and unpaid dividends (including any interest payable thereon at the redemption date in accordance with Article 53.4(C)) per each Preference Share redeemed, if requested by such holder of Preference Shares following a Change of Control or Delisting. A holder of Preference Shares may elect for the Company to redeem his Preference Shares by giving written notice to the Company following a Change of Control or Delisting specifying the number of Preference Shares to be redeemed and the redemption date (which shall be not less than 20 Business Days from the date of the notice).

53.7 Upon the redemption date, the Company shall redeem the particular Preference Shares to be redeemed on that date and each holder of the certificated Preference Shares concerned shall be bound to deliver to the Company at such place the certificates for such of the Preference Shares concerned as are held by him (or, in default, an indemnity satisfactory to the Company). Upon such delivery, the Company shall pay to such holder the amount due to him in respect of such redemption. If any certificate so delivered to the Company includes any Preference Shares not to be redeemed on the relevant redemption date, a fresh certificate for such Preference Shares shall be issued free of charge to the holder delivering such certificate to the Company.

53.8 Subject to the requirements of the Law, on a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of Shares in accordance with the Articles or the Law) the surplus assets and capital of the Company shall be applied first in paying to the holders of Preference Shares an amount equal to 100% of the Purchase Price in respect of the Preference Shares held by them respectively and the aggregate amount of any accrued and unpaid dividends (including any interest payable thereon at the redemption date in accordance with Article 53.4(C)) on the Preference Shares and second in payment to the holders of Ordinary Shares and C Shares and B Shares (if applicable) in accordance with these Articles.

54. **PROVISION OF INFORMATION AND DOCUMENTATION**

54.1 The Company may require that Members provide, and the Company shall be entitled to use and disclose, any information or documentation in relation to Members and, if and to the extent required, the direct or indirect beneficial owner(s) of Shares held by Members (if any), as may be necessary or desirable for the Company to comply with any reporting or other obligations and/or prevent or mitigate the withholding of tax under Relevant Law.

55. **DISCONTINUATION VOTE**

55.1 If either:

- (A) in the third or any subsequent financial year of the Company the Ordinary Shares have traded, on average over that year, at a discount in excess of ten per cent. to the Net Asset Value per Ordinary Share; or
- (B) the Net Asset Value of the Company has not reached (at any point) £300 million on or before the fifth anniversary of Admission;

the Board shall propose a special resolution at the Company's next annual general meeting that the Company ceases to continue in its present form.

55.2 If such a special resolution is passed, the Board shall be required to put forward proposals to holders of Shares at a general meeting of the Company, to be held within four months of the resolution being passed, to wind up or otherwise reconstruct the Company, bearing in mind the illiquid nature of the Company's underlying assets.

55.3 The discount prevailing on each Business Day will be determined by reference to the closing market price of Ordinary Shares on that day and the most recently published Net Asset Value per Ordinary Share.

56. **B SHARES**

56.1 The rights attaching to the B Shares shall be as set out in this Article 56.

- 56.2 As regards voting the holders of the B Shares shall be entitled to receive notice of and to attend but not to speak or vote at general meetings of the Company, subject to Article 56.3.
- 56.3 Without prejudice to the generality of these Articles, for as long as any B Shares are for the time being in issue, it shall be a special right attaching to the B Shares as a separate class that without the sanction or consent of the holders of the B Shares given in accordance with these Articles: no alteration shall be made to the Memorandum or these Articles or other action taken that would vary the rights attaching to the B Shares.
- 56.4 Each B Share carries the right to receive income and capital as follows:
- (A) *As to income* – subject in each case to compliance with the Law and the rights attaching to the Preference Shares and C Shares, the B Shares carry the right to receive and participate in any distribution of the income of the Company, *pari passu* with the Ordinary Shares, and *pro rata* to the relative Net Asset Values of the Ordinary Shares and B Shares and, within each such class, income shall be divided *pari passu* amongst the holders of Shares of that class in proportion to the number of Shares of such class held by them.
  - (B) *As to capital* – on a winding up of the Company or other return of capital (other than by way of a repurchase or redemption of Shares in accordance with the provisions of these Articles and the Law), the surplus assets of the Company, other than the surplus assets attributable to the C Shares, remaining after payment of all creditors shall, subject to the rights of the Preference Shares and any Shares that may be issued with special rights or privileges, be divided amongst the holders of the B Shares and the Ordinary Shares as if they were one class *pro rata* to the relative Net Asset Values of each of the classes of the Shares and, within each such class, such assets shall be divided *pari passu* amongst the holders of Shares of that class in proportion to the number of Shares of that class held by them.