

THE COMPANIES (GUERNSEY) LAW, 2008

NON-CELLULAR COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES OF INCORPORATION

of

DCI ADVISORS LTD.

Registered on 23 December 2024

THE COMPANIES (GUERNSEY) LAW, 2008

NON-CELLULAR COMPANY LIMITED BY SHARES

MEMORANDUM OF INCORPORATION

of

DCI ADVISORS LTD.

(the "Company")

1. The Company's name is "DCI ADVISORS LTD."
2. The Company's registered office will be situated in Guernsey.
3. The Company is a non-cellular company within the meaning of section 2(1)(c) of the Companies (Guernsey) Law, 2008 (as amended) (the "**Law**").
4. The Company is limited by shares within the meaning of section 2(2)(a)(i) of the Law.
5. The liability of the members is limited to the amount for the time being remaining unpaid on the shares held by each of them respectively.
6. The Company shall have power by special resolution to make provision in this memorandum of incorporation for any matter mentioned in section 15(7) of the Law.
7. The Company shall have power by special resolution to alter any provision in this memorandum of incorporation for any matter mentioned in section 15(7) of the Law.

We the subscribers to this memorandum of incorporation wish to form a company pursuant to this memorandum; and we agree to take the number of shares specified opposite our respective names.

| Name and address of founder member(s) | Number of shares taken by each founder member | Aggregate value of those shares | Amount paid up on those shares | Amount unpaid on those shares |
|--|---|---------------------------------|--------------------------------|-------------------------------|
| Active Value Limited 9 St Georges Road Bickley BR1 2LB United Kingdom | 6 | EUR 0.06 | EUR 0.06 | Nil |
| Total shares taken | 6 | EUR 0.06 | EUR 0.06 | Nil |

Keir Taylor (Director)
Active Value Limited

Dated 19 December 2024

THE COMPANIES (GUERNSEY) LAW, 2008

NON-CELLULAR COMPANY LIMITED BY SHARES

ARTICLES OF INCORPORATION

of

DCI ADVISORS LTD.

Registered on _____ 2024

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THE COMPANIES (GUERNSEY) LAW, 2008, AS AMENDED

NON-CELLULAR COMPANY LIMITED BY SHARES

ARTICLES OF INCORPORATION

of

**DCI ADVISORS LTD.
(the "Company")**

1. DEFINITIONS

- 1.1 In these Articles, if not inconsistent with the subject or context, the following words have the following meaning:

| Words | Meanings |
|--------------------------|--|
| Approved Operator | The official operator of the Uncertificated System. |
| Approved transfer | Has the meaning given in Article 9.16.3. |
| 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. |
| Auditor | The auditor for the time being of the Company. |
| B Share | A share of no par value in the capital of the Company issued and designated as a B Share of such class as may be determined by the Directors at the time of issue. |
| Board | The Directors at any time or the Directors present at a duly convened meeting at which a quorum is present or, as the case may be, the Directors assembled as a duly formed committee of such Board. |
| bonus shares | Has the meaning given in Article 34.16. |

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| Business Day | A day on which the London Stock Exchange and banks in Guernsey are normally open for business. |
| Capital Proceeds | The proceeds of realising the Company's investments (net of all fees, costs and expenses payable by the Company). |
| Certificated | A unit of a security which is not an Uncertificated unit. |
| Class Account | Has the meaning given in Article 5.1 |
| clear days | In relation to a period of notice, shall mean that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect. |
| Companies Law | The Companies (Guernsey) Law, 2008 (as amended). |
| CREST Guernsey Requirements | CREST Rule 8 and such other of the rules and requirements of EUI as may be applicable to issuers as from time to time specified in the CREST Manual. |
| CREST Manual | The compendium of documents entitled CREST Manual issued by EUI from time to time and comprising the CREST Reference Manual, the CREST Central Counterparty Service Manual, the CREST International Manual, CREST Rules, CCSS Operations Manual and the CREST Glossary of Terms. |
| CREST Regulations | The Uncertificated Securities Regulations 2001 (as amended from time to time) and such other regulations as are applicable to EUI and/or the CREST UK system from time to time. |
| CREST Rules | The Rules from time to time issued by EUI governing the admission of securities to and the operation of the CREST UK system. |
| CREST UK system | The facilities and procedures for the time being of the relevant system of which EUI has been approved as operator pursuant to the CREST Regulations. |
| Cut Off Time | Has the meaning given in Article 19.6 |

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| Default Shares | Has the meaning given in Article 9.9.1. |
| Dematerialised Instruction | An instruction sent or received by means of the CREST UK system. |
| Designated Additions | Has the meaning given in Article 5.1.8. |
| Designated Adjustments | Has the meaning given in Article 5.1.8. |
| Designated Deductions | Has the meaning given in Article 5.1.7. |
| Direction notice | Has the meaning given in Article 9.8. |
| Director | A director of the Company for the time being. |
| ERISA | The U.S. Employee Retirement Income Security Act of 1974, as amended. |
| EUI | Euroclear UK and International Limited, the operator of the CREST UK system or such other person as may for the time being be approved by H.M. Treasury as operator under the CREST Regulations. |
| Extraordinary Resolution | A resolution of the Members in a general meeting passed by a majority of not less than seventy five per cent. of the votes recorded, including, where there is a poll, any votes cast by proxy. |
| FCA | The Financial Conduct Authority of the United Kingdom acting in its capacity as the competent listing authority for the purposes of Part 6 of the Financial Services and Markets Act 2000, as amended. |
| Group Companies | Has the meaning given in Article 43. |
| Interested Party | Has the meaning given in Article 9.1. |
| Laws | The Companies Law and every other Order in Council, Act or Ordinance for the time being in force concerning companies registered in Guernsey and affecting the Company. |
| Liquidator | Any liquidator of the Company appointed at any time under the Laws. |

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| Listing Rules | The listing rules made by the UK Listing Authority under section 73A Financial Services and Markets Act 2000. |
| London Stock Exchange | London Stock Exchange plc. |
| Member | In relation to shares in the capital of the Company means the person whose name is entered in the Register as the holder of the shares and includes, on the death, disability or insolvency of a Member, any person entitled to such shares on the death, disability or insolvency of such Member. |
| Memorandum | The Memorandum of Incorporation of the Company for the time being current. |
| Month | Calendar month. |
| NAV or Net Asset Value | The value of the assets of the Company less its liabilities (including accrued but unpaid fees), or, where relevant, the assets attributable to a class of share less the liabilities attributable to that class of share (including accrued but unpaid fees), in each case determined (by the Directors in their absolute discretion) in accordance with the accounting principles adopted by the Company from time to time. |
| Non-Qualified Holder | Any person whose ownership of shares or actions as a shareholder may (i) result in the Plan Threshold being exceeded or cause the Company's assets to be deemed "plan assets" for the purpose of ERISA or the U.S. Tax Code; (ii) cause the Company to be required to register as an "investment company under the U.S. Investment Company Act (including because the holder of the shares is not a "qualified purchaser" as defined in the U.S. Investment Company Act) or to lose an exemption or status thereunder to which it might otherwise be entitled; (iii) cause the Company to have to register under the U.S. Exchange Act or any similar legislation; (iv) cause the Company not to be considered a "Foreign Private Issuer" as such term is defined in rule 3b-4(c) under the U.S. Exchange Act; (v) result in a person holding shares in violation of the transfer |

restrictions put forth in any prospectus or equivalent document published by the Company, from time to time; (vi) cause the Company and or its shareholders to suffer a pecuniary disadvantage and (vii) cause the Company to be a "controlled foreign corporation" or the purposes of the U.S. Tax Code.

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| Office | The registered office at any time of the Company. |
| Official List | The official list of the Financial Services Authority. |
| Ordinary Resolution | A resolution of the Company passed as an ordinary resolution in accordance with the Companies Law. |
| Ordinary Shares | A share of no par value in the capital of the Company issued and designated as an Ordinary Share of such class as may be determined by the Directors at the time of issue. |
| Person | An individual, a company, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, and a governmental entity or any department, agency, or political subdivision thereof, and any other entity. |
| Plan Asset Regulations | The plan asset regulations promulgated by the U.S. Department of Labor under ERISA at 29 C.F.R. section 2510.3-101, as modified by section 3(42) of ERISA. |
| Plan Investor | Means (i) an "employee benefit plan" that is subject to Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is subject to section 4975 of the U.S. Code, (iii) an entity whose underlying assets are considered to include "plan assets" of any plan, account, or arrangement described in preceding clause (i) or (ii), or (iv) any governmental plan, church plan, non-U.S. plan or other investor whose purchase or holding of shares would be subject to any Similar Law. |
| Plan Threshold | Ownership by benefit plan investors, as defined under section 3 (42) of ERISA, in the aggregate, of 25 per cent. or more of the value of any class of equity interest in the Company (calculated by excluding the value of any |

equity interest held by any person (other than a benefit plan investor, as defined under section 3(42) of ERISA) that has discretionary authority or control with respect to the assets of the Company or that provides investment advice for a fee (direct or indirect) with respect to such assets, or any affiliate of such a person); the term shall be amended to reflect such new ownership threshold that may be established by a change in the Plan Asset Regulations or other applicable law.

present in person

In relation to general meetings of the Company and to meetings of the holders of any class of shares, includes present by attorney or by proxy or, in the case of a corporate Member, by representative.

Proxy

Includes attorney.

redesignated shares

Has the meaning given in Article 34.16.1.

Register or Register of Members

The register of Members kept pursuant to the Laws which shall, unless the context otherwise requires, include the register required to be kept by the Company under CREST Guernsey Requirements in respect of securities in Uncertificated Form.

Seal

Has the meaning given in Article 32.1

Secretary

Includes a temporary or assistant secretary and any person appointed by the Board to perform any of the duties of secretary of the Company.

shares

Ordinary redeemable shares in the capital of the Company.

Similar Law

Any federal, state, local, non-U.S. or other law or regulation that would have the effect of Title I of ERISA, section 4975 of the U.S. Code or the regulations promulgated under ERISA by the U.S. Department of Labor and codified at 29 C.F.R. section 2510.3-101, as modified by section 3(42) of ERISA.

Special Resolution

A resolution of the Members passed as a special

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| | resolution in accordance with the Companies Law. |
| Sponsor | A company, person or firm admitted by EUI to act as sponsor under the CREST Rules. |
| Subsidiary Director | Has the meaning given in Article 42. |
| Subsidiary Undertaking | Any company or other entity which is a subsidiary of the Company and the expression 'subsidiary' shall have the meaning given in Schedule 2 of the Banking Supervision (Bailiwick of Guernsey) Law, 1994 as amended. |
| transferee | Has the meaning given in Article 41.2. |
| U.S. Code | The United States Internal Revenue Code of 1986, as amended. |
| U.S. Dollars | The lawful currency of the United States from time to time. |
| U.S. Exchange Act | The United States Exchange Act of 1934, as amended. |
| U.S. Investment Company Act | The United States Investment Company Act of 1940, as amended. |
| 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 UK system or another uncertificated system. |
| Uncertificated System | The CREST UK System or such other transfer, settlement and clearing system for shares as may be approved by the Board from time to time. |
| United Kingdom | The United Kingdom of Great Britain and Northern Ireland. |
| United States | The United States of America, its territories and possessions, any state of the United States and the District of Columbia. |

2. INTERPRETATION

- 2.1 The singular includes the plural and *vice versa*.

- 2.2 The masculine includes the feminine and neutral genders.
- 2.3 Words importing persons include corporations.
- 2.4 Expressions referring to writing include any mode of representing or reproducing words (but only to the extent that (a) the Board so resolves, either generally or in relation to particular categories of document, and (b) (the recipient (if not the Company) has requested or agreed) including electronic communication.
- 2.5 References to enactments shall include references to any modifications or re-enactments thereof for the time being in force.
- 2.6 The word "**may**" shall be construed as permissive and the word "**shall**" shall be construed as imperative.
- 2.7 Subject to the above, any words defined in the Laws shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.
- 2.8 The headings are inserted for convenience only and shall not affect the interpretation of these Articles.
- 2.9 The expression "**officer**" shall include a Director, the Secretary and such other person as the Board from time to time shall think fit but shall not include an auditor.
- 2.10 Any words or expressions defined in the CREST Regulations shall (if not inconsistent with the subject or context) bear the same meanings in these Articles.
- 2.11 The expressions "**communication**", "**electronic communication**", "**electronic form**", "**electronic means**" and "**hard copy form**" shall have the same respective meanings as in the UK Electronic Communications Act 2000, with the term "**electronic communication**" including, without limitation, e-mail, facsimile, CD-ROM, audio tape and telephone transmission and (in the case of electronic communication by the Company in accordance with Article 40.11.) publication on a website.
- 2.12 The expression "**address**" shall have the same meaning as in Section 1148(1) of the UK Companies Act 2006.

3. **STANDARD ARTICLES NOT TO APPLY**

The standard articles prescribed under section 16(2) of the Companies Law shall not apply to the Company.

4. **SHARES**

- 4.1 Subject to these Articles and the Laws, the Directors have power to issue an unlimited number of shares of no par value each and may issue any number of shares with a par value as they see fit.

- 4.2 Subject as provided in Article 4.3, shares may be issued as Ordinary Shares or B Shares in each case of such classes, and denominated in such currencies, as shall be determined at the discretion of the Board and the price per share at which shares of each class shall first be offered to subscribers shall be fixed by the Board.
- 4.3 Subject to the terms and rights attaching to shares already in issue and these Articles, 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 or as to voting or otherwise and such other rights and restrictions as the Board may determine in accordance with the Laws.
- 4.4 The unallotted and unissued shares of the Company shall be at the disposal of the Board which may dispose of them to such persons and in such manner and on such terms as the Board may determine from time to time. Without prejudice to the authority conferred on the Directors pursuant to this Article, the Directors are generally and unconditionally authorised to exercise all powers of the Company to allot and issue, grant rights to subscribe for, or to convert any securities into, an unlimited number of shares of each class in the Company, which authority shall expire on the date which is five years from the date of incorporation of the Company (unless previously renewed, revoked or varied by the Company in general meeting) save that the Company may before such expiry make an offer or agreement which would or might require shares to be allotted and issued after such expiry and the Directors may allot and issue shares in pursuance of such an offer or agreement as if the authority conferred hereby had not expired.
- 4.5 Any shares may, with the sanction of the Board, be issued on terms that they are, at the option of the Company or the holder, liable to be redeemed on such terms and in such manner as the Board before the issue may determine.
- 4.6 The Company may from time to time, subject to the provisions of the Laws purchase its own shares (including any redeemable shares) in any manner authorised by the Laws and may cancel those shares or hold any such shares as treasury shares provided that the number of shares held as treasury shares shall not at any time exceed ten per cent of the total number of shares of that class in issue at that time or such other amount as provided in the Laws.
- 4.7 The Company and any of its subsidiary companies may give financial assistance (as defined by the Laws) directly or indirectly for the purpose of or in connection with the acquisition of its shares or in connection with reducing or discharging any liability incurred in connection with the purchase of shares in the Company.
- 4.8 If at any time the shares of the Company are divided into different classes, all or any of the rights for the time being attached to any share or class of shares (and notwithstanding that the Company may or may be about to be in liquidation) may be varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, either with the consent

in writing of the holders of more than half in number of the issued shares of that class or with the consent of an Ordinary Resolution passed at a separate general meeting of the holders of shares of the class duly convened and held as provided in these Articles, but so that the quorum at such meeting (other than an adjourned meeting) shall be two persons holding or representing by proxy at least one third of the issued shares of the class in question (excluding any shares of that class held as treasury shares) (and so that at any adjourned meeting one holder entitled to vote and present in person or by proxy (whatever the number of shares held by him) shall be a quorum) provided always that where the class has only one Member, that Member shall constitute the necessary quorum and any holder of shares of the class in question can demand a poll. At any such separate general meeting: (a) on a show of hands every holder of Ordinary Shares present in person or by proxy and entitled to vote shall have one vote and (b) on a poll every holder of shares of the relevant class present in person or by proxy and entitled to vote shall have one vote for each share of such class held by him.

- 4.9 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 (a) the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto or (b) the purchase or redemption by the Company of any of its own shares (or the holding of such shares as treasury shares).
- 4.10 The special rights conferred upon the holders of any shares or class of shares issued with preferred, deferred or other special rights shall not be deemed to be varied by the exercise of any powers under Article 9.
- 4.11 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. The Company may also pay brokerages.
- 4.12 The Board may at any time after the conditional issue of, or agreement to issue, any share but before any person has been entered in the Register as the holder:-
- 4.12.1 recognise a renunciation thereof by the person conditionally issued with any shares in favour of some other person and accord to the former a right to effect such renunciation; and/or
- 4.12.2 allow the rights represented thereby to relate to one or more shares,
- in each case upon and subject to such terms and conditions as the Board may think fit to impose.

5. CLASS ACCOUNTS

- 5.1 The Directors shall, for the purposes of determining the Net Asset Value for each class of share establish a separate class account (in such currency as the Directors may determine) in the books of the Company for each such share class (each a "**Class Account**") and each of the separate Class Accounts shall be designated by reference to each class of share as appropriate, and the following provisions shall apply thereto:
- 5.1.1 An amount equal to the proceeds of issue of shares of the relevant class shall be credited to the relevant Class Account.
 - 5.1.2 Any decrease in the Net Asset Value of the Company arising from the redemption or repurchase of shares of a particular class will be debited to the relevant Class Account.
 - 5.1.3 Each Class Account shall be adjusted as the Directors deem appropriate to reflect the conversion of shares of any class into shares of any other class.
 - 5.1.4 Any amounts standing to the credit of a Class Account referable to a class of Ordinary Shares which are capitalised by the Company in paying up B Shares of a class referable to such class of Ordinary Shares shall be deducted from that Class Account.
 - 5.1.5 An amount equal to the payment to holders of a class of shares in respect of payment of a dividend (if any) or other distribution thereon, shall be debited against the Class Account designated by reference to the appropriate share class.
 - 5.1.6 Any increase or decrease in the Net Asset Value of the Company's portfolio which is attributable to more than one class of shares (disregarding for these purposes any increases or decreased in Net Asset Value attributable to issues, repurchases or redemptions of shares or any dividend or other distribution paid by the Company or any Designated Adjustments) shall be allocated among the relevant Class Accounts pro rata to the respective Net Asset Values of such Class Accounts.
 - 5.1.7 The amount of any foreign exchange item, placing or distributor fees or commissions or other fees, liabilities or expenses relating to any valuation period that shall be attributed by the Directors to a specific class of shares in issue ("**Designated Deductions**") shall be deducted from the relevant Class Account (after allocation of the portion of increase or decrease in the Net Asset Value referred to in Article 5.1.6) of the relevant share class to which such Designated Deductions specifically relate and as the Directors shall determine.
 - 5.1.8 The amount of any foreign exchange item, pre-paid expense, asset, profit, gain or income, relating to any valuation period that shall be attributed by the Directors to a specific class of shares in issue ("**Designated Additions**") shall be credited to the Class Account (after allocation of the portion of increase or decrease in the Net Asset Value referred to in Article 5.1.6) of the relevant share class to which such Designated Additions specifically relate and as the Directors shall determine. The Designated Deductions and Designated Additions shall together be known as the "**Designated Adjustments**".

- 5.1.9 The Net Asset Value of each class of share at the beginning of a valuation period after adjustment by the apportionment referred to in Article 5.1.6 and the making of any Designated Adjustments referred to in Articles 5.1.7 and 5.1.8 shall be the Net Asset Value of each class of share as at the day as at which the allocation or valuation is being determined.
- 5.1.10 Where any event takes place which may affect the proportion of the Net Asset Value of the Company attributable to the Class Account maintained in the books of the Company for any share class, the Directors may make such adjustment to the above calculation as they deem appropriate to ensure any increase or decrease in the Net Asset Value of the Company and all liabilities and expenses are attributed to the Class Accounts maintained for each share class properly and fairly.
- 5.1.11 In the case of a pre-paid expense, asset, profit, gain, income, loss or liability (including expenses) which the Directors do not consider is attributable to a specific share class, the Directors shall have the discretion to determine the basis upon which any such prepaid expense, asset, profit, gain, income, loss or liability (including expenses) shall be allocated between Class Accounts and the Directors shall have power at any time and from time to time to vary such allocation.
- 5.1.12 For the purposes of this Article 5 the Directors may determine from time to time such valuation periods as they see fit.
- 5.1.13 Upon the designation of further share class(es), the Directors shall create new Class Accounts as necessary and shall determine the Designated Adjustments referable to the existing and new classes having regard to the proper and fair treatment of affected Members. Such determination may be amended or revoked by the Directors from time to time having like regard.
- 5.2 The Net Asset Value of the Class Account referable to each such share class shall be determined in accordance with the provisions of this Article 5. The Net Asset Value per share of each class shall equal the Net Asset Value of the relevant Class Account divided by the number of shares of that class then in issue calculated up to four decimal places.
6. **ORDINARY SHARES**
- 6.1 The Directors are authorised to issue Ordinary Shares of such classes (and denominated in such currencies) as they may determine in accordance with Article 4.
- 6.2 Subject to the rights of 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 attributable to the Ordinary Shares (as determined by the Directors), and to participate in any distribution of such income made by the Company, pro rata to the relative Net Asset Values of each of the classes of Ordinary Shares calculated in accordance with Article 5 (subject to such adjustments as the

Directors may consider appropriate in the case of a class of Ordinary Shares which was not in issue for the whole of the period to which such distribution relates) and within each such class such income shall be divided pari passu among the holders of Ordinary Shares of that class in proportion to the number of Ordinary Shares of such class held by them.

6.3 Subject to Article 7 and to the rights of any Ordinary Shares which may be issued with special rights or privileges, on winding-up of the Company or other return of capital attributable to the Ordinary Shares (as determined by the Directors) (other than by way of a repurchase or redemption of shares (except a compulsory redemption of B Shares in accordance with Article 7 in accordance with the provisions of these Articles and the Companies Law) the surplus assets of the Company attributable to the Ordinary Shares (as determined by the Directors) and available for distribution shall be paid to the holders of Ordinary Shares of each class pro rata to the relative Net Asset Values of each of the classes of Ordinary Shares calculated in accordance with Article 5 and within each such class such assets shall be divided pari passu among the holders of Ordinary Shares of that class in proportion to the number of Ordinary Shares of such class held by them.

6.4 Subject to the provisions of these Articles, the Ordinary Shares shall carry the right to attend and/or vote at any general meeting of the Company and at any such general meeting:

- (a) on a show of hands every holder of Ordinary Shares present in person or by proxy and entitled to vote shall have one vote; and
- (b) on a poll every holder of Ordinary Shares of a particular class present in person or by proxy shall have such number of votes for each Ordinary Share of such class as shall be determined by the Directors prior to the first issue of Ordinary Shares of such class.

7. B SHARES

7.1 The manner in which distribution of Capital Proceeds attributable to the Ordinary Shares shall be effected shall, subject to compliance with the Companies Laws, be determined by the Directors in their absolute discretion.

7.2 Without prejudice to the generality of Article 7.1, the Directors may effect distributions of Capital Proceeds attributable to the Ordinary Shares (as determined by the Directors) to holders of Ordinary Shares by issuing B Shares of a particular class to holders of Ordinary Shares of a particular class pro rata to their holding of Ordinary Shares of such class (such B Shares to be fully paid-up out of such class of Ordinary Shares' pro rata share of the reserve created by the Directors to which such Capital Proceeds have been credited) calculated by reference to the relative Net Asset Values of each of the classes of Ordinary Shares).

7.3 The Directors may, in accordance with this Article 7, issue fractional B Shares.

7.4 The B Shares are issued on terms that each B Share shall be compulsorily redeemed by the Company shortly following issue and the redemption proceeds (being equal to the amount paid-

up on such B Shares) paid to the holders of such B Shares on such terms and in such manner as the Directors may from time to time determine.

- 7.5 The redemption monies payable in respect of the redemption of any B Shares will be paid to the holder (or, in the case of joint holders, to the holder whose name stands first in the Register in respect of the B Shares) by cheque(s) despatched at their own risk or by such other method of payment as the Directors shall determine at such time as the Directors, in their discretion, determine is appropriate.
- 7.6 The Company shall not be liable for any loss or damage suffered or incurred by any holder of B Shares or any other person as a result of or arising out of late settlement howsoever such loss or damage may arise.
- 7.7 The B Shares do not:
- 7.7.1 carry any right to any dividends or other distributions of the Company other than as expressly permitted under these Articles;
 - 7.7.2 entitle the holder thereof to any surplus assets of the Company remaining after payment to all the creditors of the Company apart from a distribution in respect of any capital paid up on the B Shares which shall rank behind any amounts due in respect of other classes of shares and such distribution shall be distributed pro rata; or
 - 7.7.3 carry any right to receive notice of, or attend or vote at, any general meeting of the Company or any right to vote on written resolutions of the Company.
- 7.8 The B Shares shall not be transferable.

8. COMPANY NOT OBLIGED TO RECOGNISE ANY TRUST

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 thereof or (except only as otherwise provided by these Articles or by law) any other rights in respect of any share except an absolute right to the entirety in the registered holder and whether or not such share shall be entered in the Register as held in trust, nor shall the Company be bound to see to the execution of any trust to which any share may be subject.

9. DISCLOSURE OF BENEFICIAL INTERESTS

- 9.1 The Board 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, or has had at any time during the three years immediately preceding the date on which the notice is issued, any interest (whether direct or indirect) in the shares held by the Member and the nature of such interest. For these purposes, a person shall be treated as having an interest in shares if they have

any interest in them whatsoever, including but not limited to any interest acquired by any person as a result of:

- 9.1.1 entering into a contract to acquire them;
 - 9.1.2 not being the registered holder, being entitled to exercise, or control the exercise of, any right conferred by the holding of the shares;
 - 9.1.3 having the right to call for delivery of the shares; or
 - 9.1.4 having the right to acquire an interest in shares or having the obligation to acquire such an interest.
- 9.2 Any notice under Article 9.1, 9.9 or 9.10 shall require any information in response to such notice to be given in writing within the prescribed deadline as determined in accordance with Article 9.16.2.
- 9.3 The Company shall maintain a register of interested parties to which the provisions of the Laws relating to the Register of Members shall apply *mutatis mutandis* as if the register of interested parties was the Register of Members and whenever in pursuance of a requirement imposed on a shareholder as aforesaid the Company is informed of an Interested Party the identity of the Interested Party and the nature of the interest shall be promptly inscribed therein together with the date of the request. At no time shall the Company permit the register of interested parties to be kept or maintained in the United Kingdom.
- 9.4 The Board shall be required to exercise its powers under Article 9.1 above if requisitioned to do so in accordance with Article 9.5 by Members holding at the date of the deposit of the requisition not less than one-tenth of the total voting rights attaching to the Ordinary Shares at the relevant time.
- 9.5 A requisition under Article 9.4 must:
- 9.5.1 state that the requisitionists are requiring the Company to exercise its powers under this Article;
 - 9.5.2 specify the manner in which they require those powers to be exercised;
 - 9.5.3 give reasonable grounds for requiring the Company to exercise those powers in the manner specified; and
 - 9.5.4 be signed by the requisitionists and deposited at the Office.
- 9.6 A requisition may consist of several documents in like form each signed by one or more requisitionists.
- 9.7 On the deposit of a requisition complying with this Article 9 it is the Board's duty to exercise their powers under Article 9.1 in the manner specified in the requisition.

- 9.8 If any Member has been duly served with a notice given by the Board in accordance with Article 9.1 and is in default after the prescribed deadline (as determined by the Board in accordance with Article 9.2) in supplying to the Company the information thereby required, then the Board may in its absolute discretion at any time thereafter serve a notice (a "**direction notice**") upon such Member.
- 9.9 A direction notice may direct that, in respect of:-
- 9.9.1 any shares in relation to which the default occurred (all or the relevant number as appropriate of such shares being the "**Default Shares**"); and
- 9.9.2 any other shares held by the Member,
- the Member shall not be entitled to vote at a general meeting or meeting of the holders of any class of shares of the Company either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company or of the holders of any class of shares of the Company.
- 9.10 Where the Default Shares represent at least 0.25% of the number of shares in issue of the class of shares concerned, the direction notice may additionally direct that in respect of the Default Shares:
- 9.10.1 any dividend or the proceeds of any repurchase, redemption or repayment on the Default Shares or part thereof which would otherwise be payable on such shares shall be retained by the Company without any liability to pay interest thereon when such money is finally paid to the Member; and
- 9.10.2 no transfer other than an approved transfer (as set out in Article 9.16.3) of the Default 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) when presented for registration the transfer is accompanied by a certificate by the Member in a form satisfactory to the Board to the effect that after due and careful enquiry the Member is satisfied that no person who is in default as regards supplying such information is interested in any of the shares the subject of the transfer.
- 9.11 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.
- 9.12 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.

9.13 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:

9.13.1 if the information requested in the notice is delivered to the Company within the prescribed deadline; or

9.13.2 in relation to any shares which are transferred by such Member by means of an approved transfer as set out in Article 9.16.3.

9.14 As soon as practicable after the direction notice has ceased to have effect (and in any event within five Business Days thereafter) the Board shall procure that the restrictions imposed by Articles 9.9 and 9.10 shall be removed and that dividends withheld pursuant to Article 9.10.1 are paid to the relevant Member.

9.15 For the purpose of enforcing the restrictions referred to in Article 9.10.2 and to the extent permissible under the CREST Guernsey Requirements the Board may give notice to the relevant Member requiring the Member to change any Default Shares held in Uncertificated form to Certificated form by the time stated in the notice. The notice may also state that the Member may not change any of the Default Shares held in certificated form to Uncertificated form. If the Member does not comply with the notice, the Board may authorise any person to instruct the operator of the Uncertificated System to change the Default Shares held in Uncertificated form to Certificated form.

9.16 For the purpose of this Article:-

9.16.1 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; and

9.16.2 the prescribed deadline in respect of any particular Member is 28 days from the date of service of a notice sent in accordance with Articles 9.1 or 9.9 or 14 days from the date of service of the notice in accordance with Article 9.10;

9.16.3 a transfer of shares is an "**approved transfer**" if but only if:-

- (a) 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
- (b) the Board is satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the shares which are the subject of the transfer to a party unconnected with the Member and with other persons appearing to be interested in such shares; or
- (c) the transfer results from a sale made through a recognised investment exchange (as defined in the Financial Services and Markets Act 2000, as amended) or any stock exchange outside the United Kingdom on which the Company's shares are listed or normally traded.

9.17 For the purposes of Article 9.16.3 any person of the following persons shall be included amongst the persons who are connected with the Member or any person appearing to be interested in such shares:

- 9.17.1 a spouse, child (under the age of eighteen) or step child (under the age of eighteen) of the Member or any person appearing to be interested in such shares;
- 9.17.2 an associated body corporate which is a company in which the Member or any person appearing to be interested in such shares alone, or with connected persons, is directly or indirectly beneficially interested in 20% or more of the nominal value of the equity share capital or is entitled (alone or with connected persons) to exercise or control the exercise of more than 20% of the voting power at general meetings; or
- 9.17.3 a trustee (acting in that capacity) of any trust, the beneficiaries of which include the Member or any person appearing to be interested in such shares or persons falling within Articles 9.17.1 or 9.17.2 above excluding trustees of an employees' share scheme or pension scheme; or
- 9.17.4 a partner (acting in that capacity) of the Member or any person appearing to be interested in such shares or persons described in Articles 9.17.1 to 9.17.3 above.

9.18 Any Member who has been given notice of an Interested Party in accordance with Article 9.1 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 Board shall promptly amend the register of interested parties accordingly.

10. **CERTIFICATES AND REGISTER OF MEMBERS**

10.1 Subject to the Laws, shares shall be issued in registered form and may be issued Certificated or

Uncertificated as the Board may in its absolute discretion determine.

10.2 Subject to Article 10.1, the Company shall issue:

10.2.1 without payment one certificate to each person for all his shares of each class and, when part only of the shares comprised in a certificate is sold or transferred, a balance certificate; or

10.2.2 upon payment of such sum as the Board may determine several certificates each for one or more shares of any class.

10.3 Any certificate issued shall specify the shares to which it relates and the amount paid up and the distinguishing numbers (if any).

10.4 All forms of certificate for shares or debentures or representing any other form of security may if determined by the Board be issued under the common signature of the Company and may be signed mechanically.

10.5 If a share certificate is issued and is defaced lost or destroyed it may be replaced or renewed without charge (other than exceptional out of pocket expenses) on such terms (if any) as to evidence and indemnity as the Board thinks fit.

10.6 Shares of any class may be traded through an Uncertificated System and held in Uncertificated form in accordance with such arrangements as may from time to time be permitted by any statute, regulation, order, instrument or rule in force affecting the Company. Amendments to these Articles which may be necessary or expedient for this purpose may be made by Special Resolution but will not be deemed to vary the rights of any class of shares.

10.7 The Company shall keep the Register at the Office in accordance with the Laws. If shares are held in an Uncertificated System the Approved Operator shall be entered into the Register as the shareholder of the shares and the shares shall be registered as Uncertificated. The Company shall not at any time cause or permit to be kept in the United Kingdom any branch register or other register of the Members.

10.8 The Company shall not be bound to register more than four persons as the joint holders of any share or shares. In the case of a share held jointly by more than one person in Certificated form the Company shall not be bound to issue more than one certificate thereof and delivery of a certificate to one of the joint holders shall be sufficient delivery to all.

11. **LIEN**

11.1 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 or not) save that any shares held in an Uncertificated System must be fully paid up.

11.2 For the purpose of enforcing such lien, the Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of 14 days after a notice in writing, stating and demanding payment of the sum presently payable, and giving notice of intention to sell in default, shall have been served on the holder for the time being of the shares or the person entitled by reason of his death or bankruptcy to the shares. For the purpose of giving effect to any such sale the Board may authorise some person to transfer to the purchaser thereof the shares so sold.

11.3 The net proceeds of such sale, after payment of the costs of such sale, shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. The purchaser shall be registered as the holder of the shares so transferred and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in relation to the sale.

12. **CALLS ON SHARES**

12.1 The Board may at any time make calls upon the Members in respect of any moneys unpaid on their shares and each Member shall pay to the Company at the time and place appointed the amount called. A call may be revoked or postponed.

12.2 Joint holders shall be jointly and severally liable to pay calls.

12.3 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 (not exceeding 15 per cent. per annum) as the Board may determine but the Board shall be at liberty in any case or cases to waive payment of such interest wholly or in part.

12.4 Any sum which by the terms of issue of a share becomes payable on issue 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.

12.5 The Board may, if it thinks fit, receive from any Member willing to advance the same all or any part of the money uncalled and unpaid upon the shares held by him beyond the sums actually called

up thereon as payment in advance of calls, and such payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is advanced, and upon the money so received or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which it has been received, the Company may (until the same would, but for such advance, become presently payable) pay interest at such rate as the Member paying such sum and the Board agree upon **PROVIDED THAT** any amount paid up in advance of calls shall not entitle the holder of the shares upon which such amount is paid to participate in respect thereof in any dividend until the same would but for such advance become presently payable.

- 12.6 The Board may on an issue of shares differentiate between holders as to amount of calls and times of payment.

13. **FORFEITURE AND SURRENDER OF SHARES**

- 13.1 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.
- 13.2 The notice shall state a further day on or before which the payment required by the notice is to be made and the place where the payment is to be made and that in the event of non-payment the shares in respect of which the call was made or instalment is payable will be liable to be forfeited. 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.
- 13.3 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.
- 13.4 If the Board has served a notice upon a Non-Qualified Holder pursuant to Article 14.15 and such holder has not sold or transferred his shares to a person qualified to own the same within the required period, such shares shall be deemed forfeited and treated as such in accordance with Articles 13.5 to 13.9 below.
- 13.5 A forfeited share shall be deemed to be the property of the Company and may be sold, re-allotted and re-issued 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.
- 13.6 A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited

shares, but shall notwithstanding the forfeiture remain liable to pay to the Company all monies which at the date of forfeiture were presently payable by him to the Company in respect of the shares with interest thereon from the date of forfeiture until payment at such rate (not exceeding 15 per cent. per annum) as the Board may determine and the Board may enforce payment without any allowance for the value of the shares at the time of forfeiture.

- 13.7 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.
- 13.8 A declaration in writing by a Director or the Secretary that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company 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.
- 13.9 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 and re-issue or disposal.

14. TRANSFER AND TRANSMISSION OF SHARES

- 14.1 The Board shall have power to implement such arrangements as it may, in its absolute discretion, think fit in order for any class of shares to be admitted to settlement by means of the CREST UK system. Where it does do so, the provisions of this Article 14 shall commence to have effect immediately prior to the time at which EUI admits the class to settlement by means of the CREST UK system.
- 14.2 In relation to any class of shares which, for the time being, have been admitted to settlement by means of the CREST UK system, and for so long as such class remains so admitted, no provision of these Articles (including for the avoidance of doubt Article 9) shall apply or have effect to the extent that it is in any respect inconsistent with:-
- 14.2.1 the holding of shares of that class in Uncertificated form;
- 14.2.2 the transfer of title to shares of that class by means of the CREST UK system; or
- 14.2.3 the CREST Guernsey Requirements.
- 14.3 Without prejudice to the generality of Article 14.2 and notwithstanding anything contained in these Articles where any class of shares is, for the time being, admitted to settlement by means of the CREST UK system:-
- 14.3.1 such securities may be issued in Uncertificated form in accordance with and subject as provided in the CREST Guernsey Requirements;

- 14.3.2 unless the Board otherwise determines, such securities held by the same holder or joint holder in certificated form and Uncertificated form shall be treated as separate holdings;
- 14.3.3 such securities may be changed from Uncertificated to Certificated form, and from certificated to Uncertificated form, in accordance with and subject as provided in the CREST Guernsey Requirements;
- 14.3.4 title to such of the shares as are recorded on the Register as being held in Uncertificated form may be transferred only by means of the CREST UK system and as provided in the CREST Guernsey Requirements and accordingly (and in particular) no provision of these Articles shall apply in respect of such shares to the extent that those Articles require or contemplate the effecting of a transfer by an instrument in writing and the production of a certificate for the security to be transferred;
- 14.3.5 the Company shall comply in all respects with the CREST Guernsey Requirements including, without limitation, CREST Rule 8;
- 14.3.6 no provision of these Articles shall apply so as to require the Company to issue a certificate to any person holding such shares in Uncertificated form;
- 14.3.7 the permitted number of joint holders of a share shall be four;
- 14.3.8 every transfer of shares from a CREST account of a CREST member to a CREST account of another CREST member shall vest in the transferee a beneficial interest in the shares transferred, notwithstanding any agreements or arrangements to the contrary however and whenever arising and however expressed. Accordingly, each CREST member who is for the time being registered as the holder of any shares in the capital of the Company shall hold such shares upon trust for himself and for those persons (if any) whose CREST accounts are duly credited with any such shares or in favour of whom shares are to be withdrawn from EUI pursuant to a settled stock withdrawal instruction; and the member and all such persons, to the extent respectively of the shares duly credited to their respective CREST accounts or the subject of a settled stock withdrawal instruction, shall accordingly have beneficial interests therein;
- 14.3.9 where a Dematerialised Instruction is expressed to have been sent on behalf of a person by a Sponsor or by EUI:-
- (a) the person on whose behalf the instruction is expressed to have been sent shall not be able to deny to the addressee (1) that the instruction was sent with his authority or (2) that the information contained in it is correct; and
 - (b) the Sponsor or EUI, as the case may be, shall not be able to deny to the addressee (1) that he had authority to send the Dematerialised Instruction or (2) that he had sent the Dematerialised Instruction;

14.3.10 where a Dematerialised Instruction is expressed to have been sent by a person, and it is not expressed to have been sent on behalf of another person, the first person shall not be allowed to deny to the addressee:-

- (a) that the information contained in the instruction is correct; or
- (b) that he has sent it;

14.3.11 an addressee who receives a Dematerialised Instruction (whether directly, or by means of the facilities of a Sponsor acting on his behalf) may (subject to Articles 14.3.12 and 14.3.13) accept that at the time when it was sent:-

- (a) the information contained in the instruction was correct;
- (b) the user or authorised operator identified in the instruction as having sent the instruction did send it; and
- (c) if the instruction was expressed to have been sent on behalf of a person, it was sent with the authority of that person;

14.3.12 subject to Article 14.3.14, an addressee shall not be allowed to accept any of the matters specified in Article 14.3.11 where, at the time when he received the Dematerialised Instruction, he was a person who was not either the Company or a Sponsor receiving (in either case) Dematerialised Instructions on behalf of the Company, and he had actual notice:-

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

14.3.13 an addressee shall not be allowed to accept any of the matters specified in Article 14.3.11 where, at the time when he received the Dematerialised Instruction, he was either the Company or a Sponsor receiving Dematerialised Instructions on behalf of the Company, and:-

- (a) he had actual notice from EUI of any of the matters specified in 14.3.12; and
- (b) the instruction was an instruction from EUI requiring the registration of title in the circumstances specified in any of sub-paragraphs 8.1.1, 8.1.2, 8.1.3 and 8.1.4 of the CREST Guernsey Requirements;

14.3.14 however, where an addressee has received actual notice of a kind to which this Article

refers in respect of a properly authenticated Dematerialised Instruction, he may accept the matters specified in Article 14.3.11 if at the time when he received the actual notice it was not practicable for him to halt his processing of the instruction;

14.3.15 a person who is permitted by Articles 14.3.11 and 14.3.14 to accept any matter shall not be liable in damages or otherwise to any person by reason of his having relied on the matter that he was permitted to accept;

14.3.16 except as provided in Article 14.3.15, this Article 14.3.16 does not affect any liability of a person for causing or permitting a Dematerialised Instruction:-

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

14.4 Articles 14.3.11 to 14.3.16 are to be construed in accordance with the CREST Manual.

14.5 Words and expressions not specifically defined in this Article shall bear the same meaning as those words and expressions defined in the CREST Manual.

14.6 Subject to such of the restrictions of these Articles as may be applicable (including for the avoidance of doubt, Article 9.15):-

14.6.1 without prejudice to any arrangements made in accordance with Article 14.1 any Member may transfer all or any of his Uncertificated shares by means of an Uncertificated System authorised by the Board in such manner provided for, and subject as provided, in any regulations issued for this purpose under the Laws or such as may otherwise from time to time be adopted by the Board on behalf of the Company and the rules of any Uncertificated System and accordingly no provision of these Articles shall apply in respect of an Uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the shares to be transferred;

14.6.2 any Member may transfer all or any of his Certificated shares by an instrument of transfer in any usual form or in any other form which the Board may approve; and

14.6.3 an instrument of transfer of a Certificated share shall be signed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. An instrument of transfer of a Certificated share need not be under seal.

14.7 Every instrument of transfer of a Certificated share shall be left at the Office or such other place as the Board may prescribe with the certificate of every share to be transferred and such other evidence as the Board may reasonably require to prove the title of the transferor or his right to

transfer the shares, and the transfer and certificate (if any) 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. A new certificate shall be delivered free of charge to the transferee after the transfer is completed and registered on his application and when necessary a balance certificate shall be delivered if required by him in writing.

- 14.8 The Board may, in its absolute discretion and without giving a reason, decline to transfer, convert or register any transfer of any share in Certificated form or (to the extent permitted by the CREST Guernsey Requirements) Uncertificated form which is not fully paid or on which the Company has a lien provided or if:

14.8.1 it is in respect of more than one class of shares;

14.8.2 it is in favour of more than four joint transferees;

14.8.3 in relation to a share in Certificated form, having been delivered for registration to the Office or such other place as the Board may decide, it is not accompanied by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to prove title of the transferor and the due execution by him of the transfer or, if the transfer is executed by some other person on his behalf, the authority of that person to do so; or

14.8.4 the transfer is in favour of any Non-Qualified Holder;

provided in the case of a listed share such refusal to register a transfer would not prevent dealings in the share from taking place on an open and proper basis on the relevant stock exchange.

- 14.9 The Board may decline to register a transfer of an Uncertificated share which is traded through the CREST UK System and in accordance with the CREST Rules, 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.
- 14.10 If the Board refuses to register the transfer of a share it shall, within two months after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferee.
- 14.11 To the extent permitted by the Laws the registration of transfers may be suspended at such times and for such periods (not exceeding 30 days in the aggregate in any calendar year) as the Board may decide on giving notice in La Gazette Officielle and either generally or in respect of a particular class of share except that, in respect of any shares which are participating shares held in an Uncertificated System, the Register shall not be closed without the consent of the Approved Operator.
- 14.12 No fee shall be payable to the Company in respect of the registration of any transfer, probate, letters of administration, certificate of marriage or death, power of attorney, instruction or other

document relating to or affecting the title to any shares.

- 14.13 On the death of a Member, the survivors where the deceased was a joint holder and the executor or administrator 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.
- 14.14 A person so becoming entitled to a share in consequence of the death, bankruptcy or incapacity of a Member or otherwise by operation of law (subject as hereinafter provided), upon supplying to the Company such evidence as the Board may reasonably require to show his title to the share, shall have the right to receive and may give a discharge for all dividends and other money payable or other advantages due on or in respect of the share, but he shall not be entitled to receive notice of or to attend or vote at meetings of the Company, or save as aforesaid, to any of the rights or privileges of a 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 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.
- 14.15 If it shall come to the notice of the Board that any shares are owned directly, indirectly, or beneficially by a Non-Qualified Holder, the Board may give notice to such person requiring him either (i) to provide the Board within thirty days of receipt of such notice with sufficient satisfactory documentary evidence to satisfy the Board that such person is not a Non-Qualified Holder; or (ii) to sell or transfer his shares to a person who is not a Non-Qualified Holder within thirty days and within such thirty days to provide the Board with satisfactory evidence of such sale or transfer. Pending such sale or transfer the Board may suspend the exercise of any voting or consent rights and rights to receive notice of, or attend, meetings of the Company and any rights to receive dividends or other distributions with respect to such shares. If any person upon whom such a notice is served pursuant to this Article 14.15 does not within thirty days after such notice either (i) transfer his shares to a person who is not a Non-Qualified Holder or (ii) establish to the satisfaction of the Board (whose judgment shall be final and binding) that he is not a Non-Qualified Holder; (a) such person shall be deemed upon the expiration of such thirty days to have forfeited his shares and the Board shall be empowered at their discretion to follow the procedure pursuant to Articles 13.3-13.9 or, (b) if the Board in its absolute discretion so determines, the Board may 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 held by a Non-Qualified Holder, in which event the Company may take any action whatsoever that the Board considers necessary in order to effect the transfer of such share by the holder of such share (including where necessary the signing of transfer forms), and the Company shall pay the net proceeds of sale to the former holder upon its receipt of the sale proceeds and the surrender by him of the relevant share certificate or, if no certificate has been issued, such evidence as the Board may reasonably require to satisfy

themselves as to his former entitlement to the share and to such net proceeds of sale.

15. ALTERATION OF CAPITAL

15.1 Subject as provided elsewhere in these Articles, the Company may by Ordinary Resolution:-

15.1.1 consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares;

15.1.2 subdivide all or any of its shares into shares of smaller amounts so that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived and so that the resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from subdivision one or more of the shares may have such preferred, deferred or other rights over the others as the Company has power to attach to unissued or new shares;

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

15.1.4 redesignate or convert the whole, or any particular class, of its shares into shares of another class;

15.1.5 convert all or any of its fully paid shares the nominal amount of which is expressed in a particular currency into fully paid shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than 3 significant figures) current on the date of the resolution or on such other date as may be specified therein; and

15.1.6 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.

15.2 The Board on any consolidation of shares may deal with fractions of shares in any manner.

16. GENERAL MEETINGS

16.1 The first general meeting (being an annual general meeting) of the Company shall be held within such time as may be required by the Laws and thereafter general meetings (which are annual general meetings) shall be held once at least in each calendar year provided that not more than 18 months may elapse between one annual general meeting and the next. All general meetings (other than annual general meetings) shall be called extraordinary general meetings. Extraordinary general meetings and annual general meetings shall be held in Guernsey or such other place outside the United Kingdom as may be determined by the Board from time to time.

- 16.2 A Member participating by video link or telephone conference call or other electronic or telephonic means of communication in a meeting shall be treated as forming part of the quorum of that meeting provided that the Members present at the meeting can hear and speak to the participating Member.
- 16.3 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.
- 16.4 If the Board, in its absolute discretion, considers that it is impractical or undesirable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting, it may postpone or move the general meeting to another date, time and/or place. The Board shall take reasonable steps to ensure that details of the date, time and place of the rearranged meeting are made available to any Member trying to attend the meeting at the original time and place. Notice of the business to be transacted at such rearranged meeting shall not be required. If a meeting is rearranged in this way, the appointment of a proxy will be valid if it is received as required by these Articles not less than 48 hours before the time appointed for holding the rearranged meeting. The Board may also postpone or move the rearranged meeting under this Article.
- 16.5 The Members may require the Directors to call an extraordinary general meeting in accordance with the Laws.
- 16.6 Any extraordinary general meeting convened by the Members in accordance with the Laws shall be convened in the same manner (as nearly as possible) as that in which extraordinary general meetings are convened by the Board.
17. **NOTICE OF GENERAL MEETINGS**
- 17.1 Not less than 10 clear days' notice specifying the date, time and place of any general meeting and the text of any proposed Special Resolutions and Ordinary Resolutions shall be given by notice sent by any lawful means by the Secretary or other officer of the Company or any other person appointed in that behalf by the Board to such Members as are entitled to receive notices provided that with the consent in writing of all the Members entitled to receive notices of such meeting a meeting may be convened by a shorter notice or at no notice and in any manner they think fit.
- 17.2 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) passed or proceeding at any meeting.
18. **PROCEEDINGS AT GENERAL MEETINGS**
- 18.1 No business shall be transacted at any general meeting unless a quorum is present when the

meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a chairman of the meeting which shall not be treated as part of the business of the meeting. Save as otherwise provided by these Articles, the quorum for a general meeting shall be two Members present in person or by proxy.

- 18.2 If within thirty minutes from the time appointed for the meeting a quorum is not present, the meeting if convened by or upon a requisition shall be dissolved. If otherwise convened it shall stand adjourned for five Business Days at the same time and place or to such other day and at such other time and place as the Board may determine and (subject to Article 18.4) no notice of adjournment need be given. Save as otherwise provided by these Articles on the resumption of an adjourned meeting, those Members present in person or by proxy shall constitute the quorum.
- 18.3 The chairman of any general meeting shall be either:
- 18.3.1 the chairman of the Board;
 - 18.3.2 in the absence of the chairman, or if the Board has no chairman, then the Board shall nominate one of their number to preside as chairman;
 - 18.3.3 if neither the chairman of the Board nor the nominated Director are present at the meeting then the Directors present at the meeting shall elect one of their number to be the chairman;
 - 18.3.4 if only one Director is present at the meeting then he shall be chairman of the general meeting; or
 - 18.3.5 if no Directors are present at the meeting then the Members present shall elect a chairman for the meeting by an Ordinary Resolution.
- 18.4 The chairman of the general meeting shall conduct the meeting in such a manner as he thinks fit and may limit the time for Members to speak.
- 18.5 The chairman may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting at any time and to any place (other than the United Kingdom) but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 Business Days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 18.6 In the case of a resolution duly proposed as a Special Resolution no amendment thereto (other than an amendment to correct a patent error) may be considered or voted upon. In the case of a resolution duly proposed as an Ordinary Resolution no amendment thereto (other than an amendment to correct a patent error) may be considered or voted upon unless either at least two

Business Days prior to the date appointed for holding the meeting or adjourned meeting at which such Ordinary Resolution is to be proposed notice in writing of the terms of the amendment and intention to move the same has been received by the Company or the chairman of the meeting in his absolute discretion decides that it may be considered or voted upon. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is put to the vote.

18.7 If an amendment shall be proposed to any resolution under consideration but shall be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

18.8 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:

18.8.1 by the chairman; or

18.8.2 not less than five Members having the right to vote on the resolution; or

18.8.3 one or more of the Members present in person or by proxy representing, at least ten per cent of the total voting rights of all of the Members having the right to vote on the resolution.

The demand for a poll may be withdrawn.

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

18.10 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.

18.11 If a poll is properly demanded, it shall be taken in such manner and at such place as the chairman may direct (including the use of ballot or voting papers or tickets) and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman may, in the event of a poll appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

18.12 A poll demanded on the election of a chairman and a poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the chairman directs not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was demanded. It shall not be necessary (unless the chairman

of the meeting otherwise directs) for notice to be given of a poll.

- 18.13 In case of an equality of votes the chairman shall have a second or casting vote in addition to any other vote he may have.
- 18.14 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 of the relevant class.

19. VOTES OF MEMBERS

- 19.1 A Member shall not be entitled in respect of any share held by him to attend or vote (either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company unless all calls due from him in respect of that share have been paid.
- 19.2 A Member shall not, if the Board so determines, be entitled in respect of any share held by him to attend or vote (either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company or to exercise any other right conferred by membership in relation to any such meeting if he or any other person appearing to be interested in such shares has failed to comply with a notice requiring the disclosure of Members' interests and given under the Articles within 14 days, in a case where the shares in question represent at least 0.25 per cent. of the number of shares in issue of the class of shares concerned, or within 28 days, in any other case, from the date of such notice. The restrictions will continue until the information required by the notice is supplied to the Company or until the shares in question are transferred or sold in circumstances specified for this purpose in the Articles.
- 19.3 Where there are joint registered holders of any share such persons shall not have the right of voting individually in respect of such share but shall elect one of their number to represent them and to vote whether in person or by proxy in their name. In default of such election the person whose name stands first on the share register of the Company shall alone be entitled to vote.
- 19.4 Any Member being under any legal disability may vote by his curator or other legal guardian. Any of such persons may vote either personally or by proxy.
- 19.5 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.
- 19.6 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. No Member shall be entitled to vote in respect of any shares unless he has been registered as their holder. For the purposes of determining which persons are entitled to attend or vote at a meeting and how many votes such person may cast, the Company may specify in the notice of the meeting a time, not more than 48 hours before the time fixed for the meeting (the "**Cut Off Time**"), by which a person

must be entered on the Register in order to have the right to attend or vote at the meeting.

- 19.7 No objection shall be raised to the qualification of any voter except at the meeting or the 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.
- 19.8 Subject to the provisions of the Laws, the instrument appointing a proxy shall be in any common form or in such other form as the Directors may approve and (i) if in writing but not sent in electronic form, made under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation under its common seal or under the hand of an officer or attorney duly authorised in that behalf, or (ii) if sent in electronic form, submitted by or on behalf of the appointor and authenticated.
- 19.9 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of that power or authority certified notarially or in some other way approved by the Directors shall:
- 19.9.1 in the case of an instrument in writing (including, whether or not the appointment of a proxy is sent in electronic form, any such power of attorney or other authority) be deposited at the Company's registered office (or such other address as may be specified by the Company from time to time for the purpose of receiving documents) not less than 48 hours before the time of the holding of the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- 19.9.2 in the case of an appointment sent in electronic form, where an address has been specified for the purpose of receiving documents of information sent in electronic form;
- (a) in the notice convening the meeting; or
- (b) in any instrument of proxy sent out by the Company in relation to the meeting; or
- (c) in any invitation sent in electronic form to appoint a proxy issued by the Company in relation to the meeting,
- be received at such an address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- 19.9.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for taking the poll; or
- 19.9.4 in the case of a poll not taken forthwith but taken not more than 48 hours after it was

demanded, be delivered at the meeting at which the poll was demanded to the Chairman of the meeting or any Director, the Secretary or some other person authorised by the Company.

- 19.10 The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or poll concerned, subject to Article 19.13.
- 19.11 The Directors have the discretion (but shall not be required) to treat any appointment of a proxy received after the Cut Off Time as valid.
- 19.12 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and shall be as valid for any adjournment as for the meeting to which it relates.
- 19.13 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 (or such other address as may be specified by the Company from time to time for the purpose of receiving documents) before the commencement of the meeting or adjournment or the taking of the poll at which the proxy is used.
- 19.14 Subject to the Laws, a resolution in writing signed by or on behalf of the requisite majority of Members (including, for the avoidance of doubt, shareholders of a particular class) who, on the date when the resolution is circulated, would be entitled to vote on the resolution if it were proposed at a meeting, shall be as effective as if the same had been duly passed at a general meeting.
- 19.15 When two or more valid but differing appointments of a proxy are received in respect of the same share for use at the same meeting or poll, the one which is last received (regardless of its date or of the date of its signature) shall be treated as replacing and revoking the others as regards that share; if the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that share. The proceedings at a general meeting shall not be invalidated where an appointment of a proxy in respect of that meeting is sent in electronic form as provided in these Articles, but because of a technical problem it cannot be read by the recipient.
- 19.16 Any corporation which is a Member may by resolution of its board of directors or other governing body authorise any one or more persons as it thinks fit to act as its representative(s) at any meeting of the Company or of any class of Members or to approve any resolution submitted in writing and each person so authorised shall be entitled to exercise on behalf of the corporation which he, she or they represent the same powers (other than to appoint a proxy) as that corporation could exercise if it were an individual Member PROVIDED THAT, except in relation to a vote on a show of hands, if two or more representatives of one Member purport to exercise a power in respect of the same shares, then (i) if they exercise the power in the same manner, it shall be exercised in such manner; but (ii) if they exercise the power in a different manner, it shall be deemed not to

have been exercised.

- 19.17 In calculating the periods mentioned in Articles 19.6 and 19.9 no account shall be taken of any part of a day that is not a Business Day.

20. NUMBER AND APPOINTMENT OF THE BOARD

- 20.1 The number of the Directors shall be not less than two and there shall be no maximum number unless otherwise determined by the Company by Ordinary Resolution. At no time shall a majority of the Board be resident in the United Kingdom for United Kingdom tax purposes. Each Director shall immediately inform the Board and the Company of any change, potential or intended, to his residential status for tax purposes.

- 20.2 Subject to Article 20.1 the Board shall have power at any time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Board but so that the total number of the Board shall not at any time exceed the number (if any) fixed pursuant to these Articles. Any person so appointed by the Board shall hold office only until the next annual general meeting and shall then be eligible for election in accordance with Article 20.3.

- 20.3 Subject to Article 20.1, at each annual general meeting of the Company, any Director:

20.3.1 who has been appointed by the Board since the last annual general meeting; or

20.3.2 who held office at the time of the two preceding annual general meetings and who did not retire at either of them; or

20.3.3 who has held office with the Company, other than employment or executive office, for a continuous period of nine years or more at the date of the meeting,

shall retire from office and may offer himself for election or re-election by the Members.

- 20.4 A Director who retires at an annual general meeting may, if willing to continue to act, be elected or re-elected at that meeting. If he is elected or re-elected he is treated as continuing in office throughout. If he is not elected or re-elected, he shall retain office until the end of the meeting or (if earlier) when a resolution is passed to appoint someone in his place or when a resolution to elect or re-elect the Director is put to the meeting and lost.

- 20.5 The Company at the meeting at which a Director retires in the manner aforesaid may fill the vacated office by appointing a person thereto by Ordinary Resolution and in default the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at such meeting it is expressly resolved not to fill the vacated office or a resolution for the re-appointment of such Director shall have been put to the meeting and lost. The Company at such meeting may also (subject to Article 20.1) fill up any other vacancies.

- 20.6 Without prejudice to the powers of the Board, the Company by Ordinary Resolution may appoint

any person to be a Director either to fill a casual vacancy or as an additional Director, but so that the total number of the Board shall not thereby exceed the maximum number (if any) fixed by or in accordance with these Articles (and subject at all times to Article 20.1 and 20.5). Any person so appointed by the Board shall hold office only until the next annual general meeting and shall then be eligible for election.

20.7 At a general meeting a motion for the appointment of two or more persons as Directors of the Company by a single resolution shall not be made unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.

20.8 A person must not be appointed as a Director unless he has, in writing, consented to being a director and declared that he is not ineligible to be a director under the Laws.

21. QUALIFICATION AND REMUNERATION OF DIRECTORS

21.1 A Director need not be a Member. A Director who is not a Member shall nevertheless be entitled to attend and speak at shareholders' meetings.

21.2 The Directors (other than any alternate Directors) shall be entitled to receive by way of fees for their services as Directors such sum as the Board may from time to time determine provided that the aggregate amount of such fees (including fees, if any, due to the Directors for attendance at meetings of any committee of the Board) for all the Board collectively shall not exceed £500,000 in any financial year, or such higher amount as may be determined from time to time by Ordinary Resolution of the Company. Any fees payable pursuant to these Articles shall be distinct from and shall not include any salary, remuneration for any executive office or other amounts payable to a Director pursuant to any other provisions of these Articles and shall accrue from day to day.

21.3 The Directors shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as Directors, including expenses incurred in attending meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company. If by arrangement with the Board, any Director shall perform or render any special duties or services outside his ordinary duties as a Director, he may be paid such reasonable additional remuneration as the Board may determine.

21.4 The Board shall have power to pay and agree to pay gratuities, pensions or other retirement, superannuation, death or disability benefits to (or to any person in respect of) any Director or ex-Director and for the purpose of providing any such gratuities, pensions or other benefits to contribute to any scheme or fund or to pay premiums.

22. ALTERNATE DIRECTORS

22.1 Any Director may by notice in writing under his hand and deposited at the Office, or delivered at a meeting of the Board, appoint any person who fulfils the criterion contained in Article 22.2 as an

alternate Director to attend and vote in his place at any meeting of the Board 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 provided that the alternate director in question has provided notice in writing of his willingness and eligibility to act.

22.2 Subject to Article 20.1 every alternate Director shall either (a) be resident for tax purposes in the same jurisdiction as his appointor or (b) not be resident for United Kingdom tax purposes in the United Kingdom, in each case for the duration of the appointment of that alternate Director and in either case shall also be eligible to be a Director of the Company under the Laws and sign a written consent to act.

22.3 Every alternate Director while he holds office as such shall be entitled:-

22.3.1 if his appointor so directs the Secretary, to notice of meetings of the Board; and

22.3.2 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 and generally at such meetings to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meetings the provisions of these Articles shall apply as if he (instead of his appointor) were a Director.

22.4 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 deposited at the Office, or delivered at a meeting of the Board, or if such alternate Director (being a person who at the time of his appointment as an alternate Director was not resident for United Kingdom tax purposes, and not within the United Kingdom) changes his position in that regard.

22.5 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 the exercise of his duties.

22.6 Subject to the foregoing provisions of this Article 22 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. He shall not be counted more than once for the purposes of the quorum.

22.7 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be indemnified to the same extent *mutatis mutandis* as if he were a Director.

23. BORROWING POWERS OF THE BOARD

The Directors may exercise all the powers of the Company to borrow money to give guarantees, hypothecate, mortgage, charge or pledge all or part of the Company's assets, property or undertaking and uncalled capital, or any part thereof, and, subject to compliance with the Memorandum and these Articles, to issue securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

24. OTHER POWERS AND DUTIES OF THE BOARD

- 24.1 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 Laws 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.

25. POWERS OF ATTORNEY

- 25.1 A power of attorney given by the Company shall be valid if executed by the Company under the common signature of the Company.
- 25.2 The Board may at any time by power of attorney appoint any person or any fluctuating body of persons (not resident in the United Kingdom) whether nominated directly or indirectly by the Board to be the attorney of the Company for such purposes and with such powers and discretion 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 discretion.

26. DIRECTORS' INTERESTS AND CONFLICTS OF INTEREST

- 26.1 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 (i) if the monetary value of the Directors interest is quantifiable, the nature and monetary value of that interest, or (ii) if the monetary value of the Directors interest is not quantifiable, the nature and extent of that interest, in each case unless the transaction or proposed transaction is between the Director and the Company, and is to be entered into in the ordinary course of the Company's business and on usual terms and conditions. A failure by a Director to comply does not affect the validity of a transaction entered into by the Company or the Director.
- 26.2 Subject to the provisions of the Law, and provided that he has disclosed to the other Directors in accordance with the Law the nature and extent of any material interest of his, a Director notwithstanding his office:-

- 26.2.1 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 the tenure of office and otherwise as the Directors may determine;
- 26.2.2 may be a party to, or otherwise interested in, any transaction or arrangement with the Company, or in which the Company is otherwise interested;
- 26.2.3 may act by himself or through his firm in a professional capacity for the Company (otherwise than as Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- 26.2.4 may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, a shareholder of or otherwise directly or indirectly interested in, any body corporate promoted by the Company, or with which the Company has entered into any transaction, arrangement or agreement or in which the Company is otherwise interested; and
- 26.2.5 shall not by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 26.3 For the purposes of this Article:-
- 26.3.1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- 26.3.2 an interest of which a Director is unaware shall not be treated as an interest of his.
- 26.4 A Director shall be counted in the quorum at any meeting in relation to any resolution in respect of which he has declared an interest (but he may not vote thereon).
- 26.5 A Director may continue to be or become a director, managing director, manager or other officer, employee or member of any company promoted by the Company or in which the Company may be interested or with which the Company has entered into any transaction, arrangement or agreement, and 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. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers

or other officers of such company, or voting or providing for the payment of remuneration to the directors, managing directors, managers or other officers of such company).

- 26.6 Any Director who, by virtue of office held or employment with any other body corporate, may from time to time receive information that is confidential to that other body corporate (or in respect of which he owes duties of secrecy or confidentiality to that other body corporate) shall be under no duty to the Company by reason of his being a Director to pass such information to the Company or to use that information for the benefit of the Company, in either case where the same would amount to breach of confidence or other duty owed to that other body corporate.

27. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 27.1 The office of a Director shall *ipso facto* be vacated:-

27.1.1 if he (not being a person holding for a fixed term an executive office subject to termination if he ceases from any cause to be a Director) resigns his office by giving one month's written notice signed by him sent to or deposited at the Office;

27.1.2 if he dies;

27.1.3 if the Company requests that he resign his office by giving him one month's written notice;

27.1.4 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 12 months and the Board resolves that his office shall be vacated;

27.1.5 if he becomes bankrupt or makes any arrangement or composition with his creditors generally;

27.1.6 if he ceases to be a Director by virtue of, or becomes prohibited from being a Director by reason of, an order made under the provisions of any law or enactment;

27.1.7 if he is requested to resign by written notice signed by a majority of his co-Directors (not being less than two in number);

27.1.8 if he becomes ineligible to be a Director in accordance with the Laws;

27.1.9 if the Company by Ordinary Resolution shall declare that he shall cease to be a Director;
or

27.1.10 if he becomes resident in the United Kingdom for UK tax purposes and, as a result thereof, a majority of the Directors would, if he were to remain a Director, be resident in the United Kingdom for UK tax purposes,

provided that until an entry of his office having been so vacated be made in the minutes of the Directors his acts as a Director shall be as effectual as if his office were not vacated.

27.2 No person shall be or become incapable of being appointed a Director by reason of having attained the age of 70 or any other age and no Director shall be required to vacate his office at any time by reason of the fact that he has attained the age of 70 or any other age.

27.3 Subject to Article 20.1 if the Company by Ordinary Resolution removes any Director before the expiration of his period of office it may by an Ordinary Resolution 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.

28. **PROCEEDINGS OF DIRECTORS**

28.1 The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. The Board shall meet at least four times a year. 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. All meetings of Directors shall take place outside of the United Kingdom and any decision reached or resolution passed by the Directors at any meeting held within the United Kingdom or at which a majority of the Directors present at the meeting are resident in the United Kingdom for United Kingdom tax purposes shall be invalid and of no effect.

28.2 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Directors participates and all participants can hear and speak to each other shall be a valid meeting PROVIDED THAT no Directors physically present in the United Kingdom 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 and accordingly no Director physically present in the United Kingdom shall count in the quorum or be entitled to vote at any such meeting.

28.3 The Board shall also determine the notice necessary for their meetings and the persons to whom such notice shall be given.

28.4 A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretion exercisable by the Board.

28.5 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 are no Directors able or willing to act then any one or more Members holding at least one tenth of the issued shares between them may summon a general meeting for the purpose of appointing a Director.

28.6 The Board may elect one of its number as chairman of their meetings and determine the period for which he is to hold office. If no such chairman be elected or if at any meeting the chairman be not present within five minutes after the time appointed for holding the same the Director present may choose one of their number to be chairman of the meeting.

28.7 The Board may delegate any of its powers to committees consisting of one or more Directors as they think fit. Such committees shall consist of all or a majority of Directors who are not resident for United Kingdom tax purposes in the United Kingdom and shall meet only outside the United Kingdom. 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. The provisions of Article 28.2 shall apply to meetings of committees as they apply to meetings of the Board.

28.8 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, save that no meeting at which a majority of the Directors present are resident in the United Kingdom for United Kingdom tax purposes shall be declared quorate.

29. **EXECUTIVE DIRECTOR**

29.1 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.

29.2 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.

29.3 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.

30. **SECRETARY**

The secretary of the Company (if any) may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by the Directors.

31. **COMMON SIGNATURE**

31.1 The common signature of the Company may be either:

31.1.1 "DCI Advisors Ltd."

with the addition of the signature(s) of one or more officer(s) of the Company authorised generally or specifically by the Directors for such purpose, or such other person or persons as the Directors

may from time to time appoint; or

31.1.2 if the Board resolves that the Company shall have a common seal, the common seal of the Company affixed in such manner as these Articles may from time to time provide.

32. THE SEAL

32.1 The Company may have a common seal (the "Seal") and if the Board resolves to adopt a Seal the following provisions shall apply.

32.2 The Seal shall have the Company's name engraved on it in legible letters.

32.3 The Board shall provide for the safe custody of the Seal outside of the United Kingdom, which shall only be used pursuant to a resolution passed at a meeting of the Board, or a committee of the Board authorised to use the Seal, and in the presence either of two Directors or of one Director and the Secretary or of such person or persons as the Board may from time to time appoint, and such person or persons, as the case may be, shall sign every instrument to which the Seal is affixed.

32.4 The Company may have for use in any territory, district or place abroad an official seal which shall bear on its face the Company's name in legible characters with the addition of the name of the territory, district or place where it is to be used.

33. 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.

34. DIVIDENDS AND DISTRIBUTIONS

34.1 The Directors may from time to time authorise dividends and distributions (as those terms are defined under the Laws) to be paid to the Members in accordance with the procedure set out in the Laws and subject to any Member's rights attaching to their shares and the amount of such dividends or distributions paid in respect of one class may be different from that of another class. The declaration of the Directors as to the amount of the dividend or distribution available shall be final and conclusive.

34.2 All dividends and distributions declared in respect of a class of shares shall be apportioned and paid among the holders of shares of such class pro rata to their respective holdings of shares of such class.

- 34.3 In computing amounts available for dividend or distribution, if relevant the Board may be entitled to charge up to one hundred per cent. of the fees of the Company's service providers and finance costs and other expenses to capital.
- 34.4 The Board may, subject to such terms and in such manner as they may determine, issue shares in lieu of dividends in accordance with section 306 of the Companies Law.
- 34.5 The Board may deduct from any dividend or distribution 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.
- 34.6 The Board may retain any dividend or distribution 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.
- 34.7 The Board may retain dividends or distributions payable upon shares in respect of which any person is entitled to become a Member until such person has become a Member.
- 34.8 Any dividend or distribution or other moneys payable on or in respect of a share shall be paid to the Member or to such other person as the Member (or, in the case of joint holders of a share, all of them) may in writing direct. Such dividend or distribution or other moneys may be paid (i) by cheque sent by post to the payee or, where there is more than one payee, to any one of them, or (ii) by inter-bank transfer to such account as the payee or payees shall in writing direct, or (iii) (if so authorised by the holder of shares in Uncertificated form) using the facilities of the relevant Uncertificated System (subject to the facilities and requirements of the relevant Uncertificated System), or (iv) by such other method of payment as the Member (or in the case of joint holders of a share, all of them) may agree to. Every such cheque shall be sent at the risk of the person or persons entitled to the money represented thereby, and payment of a cheque by the banker upon whom it is drawn, and any transfer or payment within (ii), (iii) or (iv) above, shall be a good discharge to the Company.
- 34.9 No dividend or distribution or other moneys payable on or in respect of a share shall bear interest against the Company.
- 34.10 All unclaimed dividends or distributions 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 as trustee in respect thereof. All dividends unclaimed on the earlier of (a) seven years after the date when it first became due for payment and (b) the date on which the Company is wound up shall be forfeited and shall revert to the Company without the necessity for any declaration or other action on the part of the Company.
- 34.11 Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other moneys payable on or in respect of a share may be paid in such currency as the Board may determine, using such exchange rate for currency conversions as the Board may select.

- 34.12 The Company may cease to send any cheque, warrant or order by intra-bank transfer for any dividend on any shares which is normally paid in that manner if in respect of at least two consecutive dividends or distributions payable on those shares the cheque, warrant or order has been returned undelivered or remains uncashed or the intra-bank transfer is rejected but, subject to the provisions of these Articles, shall recommence sending cheques, warrants, orders or intra-bank transfers in respect of the dividends or distributions payable on those shares if the holder or person entitled by transmission claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way.
- 34.13 If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder or otherwise by operation of law, any one of them may give effectual receipts for any dividend or distribution or other moneys payable or property distributable on or in respect of the share.
- 34.14 Any resolution for the declaration or payment of a dividend or distribution on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend or distribution shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights *inter se* in respect of such dividend or distribution of transferors and transferees of any such shares.
- 34.15 The waiver in whole or in part of any dividend or distribution on any share shall be effective only if such waiver is in writing signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder or otherwise by operation of law) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.
- 34.16 The Directors may, in their absolute discretion, provide that Members will be entitled to receive an issue of additional shares of the relevant class credited as fully paid out of all or part of the capital reserve or such other reserves of the Company as are available for distribution ("**bonus shares**") in anticipation of, but in lieu of, any dividend being declared in respect of such electing Members in accordance with these Articles. This Article 34.16 shall apply to any Member that has elected by giving written notice to the registrar of the Company at least 15 (fifteen) Business Days prior to the payment date for any dividend, not to receive such dividend in respect of any of the shares owned by such Member but to receive bonus shares in lieu, and no Member who has so elected shall be entitled to receive such dividend in respect of any shares which are so elected and no such dividend shall be declared in respect of such Member. In any such case the following provisions shall (subject to such amendments as the Directors may in their absolute discretion determine from time to time) apply:
- 34.16.1 the shares held by such Members (the "**redesignated shares**") shall in aggregate be redesignated into a new class of shares in the Company;

- 34.16.2 the number of bonus shares, including fractional entitlements, to be issued out of all or part of the capital reserve or such other reserves of the Company as are available for distribution from time to time shall be equal to the amount resolved to be so distributed divided by the higher of (i) the volume weighted average of the middle market quotations of a share of the relevant class, as shown in the Official Daily List of the London Stock Exchange, for the day on which such shares are first quoted "ex" the relevant dividend and the 4 (four) subsequent dealing days; (ii) the most recent Net Asset Value per share of the relevant class published by the Company, or in such other manner as the Directors may determine in their absolute discretion;
- 34.16.3 the bonus shares will be issued pro rata to holders or redesignated shares and shall be allotted and distributed amongst the relevant Members and shall rank *pari passu* in all respects with the shares of the relevant class then in issue save that such shares shall, unless the Directors are instructed to the contrary by the relevant Members, carry an entitlement to further bonus shares (to be issued in accordance with this Article 34.16) rather than to receive dividends;
- 34.16.4 the redesignated shares will be redesignated into shares of the relevant class originally held by electing Members;
- 34.16.5 the Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provision as they think fit in the case of bonus shares becoming distributable in fractions so that the fractional entitlements are disregarded or rounded up or the benefit of the fractional entitlements accrues to the Company; and
- 34.16.6 the Directors may on any occasion determine that rights of election shall not be made available to any Members with registered addresses in any territory where in the absence of a registration statement or compliance with other special formalities the circulation of an offer of bonus shares would or might be unlawful and in such event the provisions aforesaid shall be read and construed subject to such determination.
- 34.17 Members who have made an election to receive bonus shares in lieu of any dividend pursuant to Article 34.16 may change their election by giving written notice to the registrar of the Company at least 15 (fifteen) Business Days prior to the payment date for any dividend in respect of which the new election is to take effect.

35. **RESERVES**

The Board may from time to time carry to reserve such sums as they think proper which, at the discretion of the Board, shall be applicable for any purpose to which such sums may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Board may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve

may have been divided. The Board may also without placing the same to reserve carry forward such sums.

36. CAPITALISATION OF RESERVES

36.1 The Board in its absolute discretion may 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 retained earnings account or otherwise available for distribution, and accordingly that the sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares of the Company (including B Shares) to be issued and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other.

36.2 Whenever such a resolution as aforesaid shall have been passed the Board shall make all the appropriations and applications of the sums resolved to be capitalised thereby, and all issues of fully paid shares, if any, and generally shall do all acts and things required to give effect thereto with full power to the Board to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares becoming distributable in fractions including by aggregating and selling them. For the purposes of effecting any such sale, the Board may arrange for the shares representing the fractions to be entered in the Register as Certificated shares. The shares representing fractions may be sold to any person, including the Company, and the Board may authorise some person to transfer or deliver the shares to, or in accordance with the directions of, the purchaser. The person to whom any shares are transferred or delivered shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in, or invalidity of the proceedings relating to the sale. The Board may also authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the issue to them respectively, credited as fully paid up, 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 profits 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.

37. ACCOUNTS

37.1 The Board shall cause proper books of account to be kept with respect to all the transactions assets and liabilities of the Company in accordance with the Laws.

37.2 Subject to the Laws the books of account shall be kept at the Office or at such other place as the Board shall think fit and shall at all times be open to the inspection of the Directors and the

Secretary.

- 37.3 Accounts complying with the provisions of the Laws (which for the avoidance of doubt include a profit and loss account and a balance sheet) shall be prepared by the Company. The accounts shall be accompanied by a report of the Directors stating the principal activities and the state and condition of the Company. The accounts and Directors' report shall be signed on behalf of the Directors by at least one of them.
- 37.4 Where the Company holds an annual general meeting, a copy of the accounts and Directors' report with the auditor's report (if any) attached thereto shall be laid before that meeting. Whether the Company holds an annual general meeting or is authorised not to do so, a copy of the accounts and Directors' report with the auditor's report (if any) attached thereto shall be delivered or sent by post to the registered address of the Members within 12 months of the end of the financial period to which such accounts and reports relate.

38. **AUDITORS**

- 38.1 A Director shall not be capable of being appointed as an Auditor.
- 38.2 A person other than a retiring Auditor shall not be capable of being appointed Auditor at an ordinary general meeting unless notice of intention to nominate that person as Auditor has been given by a Member to the Company not less than 14 days before the meeting and the Board shall send a copy of any such notice to the retiring Auditor and shall give notice to the Members not less than 7 days before the meeting provided that if after notice of the intention to nominate an Auditor has been so given a meeting is called for a date 14 days or less after such notice has been given the requirements of this provision as to time in respect of such notice shall be deemed to have been satisfied and the notice to be sent or given by the Company may instead of being sent or given within the time required by this Article be sent or given at the same time as the notice of the meeting.
- 38.3 The Board may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditor (if any) may act.
- 38.4 The remuneration of the Auditor shall be fixed by the Company in general meeting or in such manner as the Company may determine except that the remuneration of any Auditor appointed by the Board shall be fixed by the Board.
- 38.5 Every Auditor shall have a right of access at all times to the books accounts and documents of the Company and as regards books accounts and documents of which the originals are not readily available shall be entitled to rely upon copies or extracts certified by an officer of the Company and shall be entitled to require from the Board such information and explanations as may be necessary for the performance of their duties and the Auditors shall make a report to the Members on the accounts examined by them and the report shall state whether in their opinion the accounts give a true and fair view of the state of the Company's affairs and whether they have been

prepared in accordance with the Laws.

38.6 Any Auditor shall be eligible for re-election.

39. UNTRACEABLE MEMBERS

39.1 The Company shall be entitled to sell at the best price reasonably obtainable the shares of a Member or any shares to which a person is entitled by transmission on death or bankruptcy if and provided that:-

39.1.1 for a period of 12 years no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the Member or to the person so entitled to the share at his address in the Register or otherwise the last known address given by the Member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the Member or the person so entitled provided that in such period of 12 years, the Company has paid out at least three dividends whether interim or final; or

39.1.2 the Company has at the expiration of the said period of 12 years by advertisement in a newspaper circulating in the area in which the address referred to in Article 39.1.1 above is located given notice of its intention to sell such shares;

39.1.3 the Company has not during the period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the Member or person so entitled; or

39.1.4 if any part of the share capital of the Company is quoted on any stock exchange, the Company has given notice in writing to the quotations department of such stock exchange of its intention to sell such shares.

39.2 To give effect to any such sale the Board may appoint any person to execute as transferor an instrument of transfer of the said shares and such instrument of transfer of the said shares shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such shares and the title of the purchaser or other transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former Member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former Member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company) as the Board may from time to time think fit.

40. NOTICES

- 40.1 A notice, document or other information may be given by the Company to any Member either:
- 40.1.1 personally; or
 - 40.1.2 by sending it by prepaid post addressed to such Member at his registered address; or
 - 40.1.3 where appropriate, by sending or supplying it in electronic form to an address notified by the Member for that purpose;
 - 40.1.4 by publishing it in La Gazette Officielle; or
 - 40.1.5 where appropriate, by publication on a website in accordance with these Articles.
- 40.2 Notices to be posted to addresses outside the Channel Islands and the United Kingdom shall so far as practicable be forwarded by prepaid airmail. The Company may at any time and in its sole discretion choose to serve, send or supply notices, documents or other information in hard copy form alone to some or all Members.
- 40.3 Any notice, document or other information, if served, sent or supplied by post, shall be deemed to have been served, sent or supplied (subject to any mandatory period as may from time to time be specified by the Laws) twenty-four hours after the time when the letter containing the same is posted and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and duly posted. A notice given by advertisement shall be published in at least one UK national newspaper and one daily newspaper circulated widely in each of Guernsey and Jersey and shall be deemed to have been served before noon on the day on which the advertisement appears. A notice given by publication in La Gazette Officielle shall also be deemed to have been served before noon on the day on which the notice appears in La Gazette Officielle.
- 40.4 Any notice, document or other information may be served, sent or supplied by the Company to the joint holders of a share by serving, sending or supplying the same to the joint holder first named in the Register in respect of the share.
- 40.5 Any notice, document or other information served, sent or supplied by post or in electronic form (including by publications on a website in accordance with these Articles) to, or left at the registered 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 or delivered in respect of any share registered in the name of such Member as sole or joint holder and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice, document or other information on all persons interested (whether jointly with or as claiming through or under him) in any such share.
- 40.6 Any document notice, document or other information which, in accordance with these Articles and subject to Article 40.10, may be sent by the Company by electronic communication shall, if so

sent, be deemed to be received at the expiration of twenty-four hours after the time it was sent. Proof (in accordance with the formal recommendations of best practice contained in the guidance issued by the Institute of Chartered Secretaries and Administrators) that an electronic communication was sent by the Company shall be conclusive evidence of such sending.

- 40.7 Any notice, document or other information made available on a website shall be deemed to have been received on the day on which the notice, document or other information was first made available on the website or, if later, when a notice of availability is received or deemed to have been received pursuant to this Article.
- 40.8 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.
- 40.9 A person entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law, upon supplying to the Company such evidence as the Board may reasonably require to show his title to the share, and upon supplying also a postal address or an address for the purposes of communications by electronic means for the service of notices, shall be entitled to have served upon or delivered to him at such address any notice, document or other information to which the said Member would have been entitled or, where applicable, may be notified at that address of the availability of the notice or document on a website, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice, document or other information on all persons interested (whether jointly with or as claiming through or under him) in the share.
- 40.10 If there is a suspension or curtailment of postal services within the United Kingdom or some part of the United Kingdom, the Company need only give notice of a general meeting to those Members with whom the Company can communicate by electronic means and who have provided the Company with an address for this purpose. The Company shall also advertise the notice in at least one newspaper with a national circulation in the United Kingdom and one daily newspaper circulated widely in each of Guernsey and Jersey, and make it available on its website from the date of such advertisement until the conclusion of the meeting or any adjournment thereof. If, at least six clear days prior to the meeting, the sending or supply of notices by post in hard copy form has again become generally possible, the Company shall send or supply confirmatory copies of the notice by post to those Members who would otherwise receive the notice in hard copy form.
- 40.11 For the purposes of this Article:-
- 40.11.1 a notice, document or other information may be served, sent or supplied by the Company in electronic form to a Member who has agreed (generally or specifically) that notices, documents or information can be sent or supplied to them in that form and has not revoked such agreement;
- 40.11.2 where the notice, document or other information is served, sent or supplied by electronic

means, it may only be served, sent or supplied to an address specified for that purpose by the intended recipient;

40.11.3 a notice, document or other information may be served, sent or supplied by the Company to a Member by being made available on a website if the Member has agreed (generally or specifically), or pursuant to Article 40.11.4 below is deemed to have agreed, that notices, document or information can be sent or supplied to the Member in that form and has not revoked such agreement;

40.11.4 if a Member has been asked individually by the Company to agree that the Company may serve, send or supply notices, documents or other information generally, or specific notices, documents or other information, to them by means of a website (for the avoidance of doubt, whether before or after the adoption of this Article) and the Company does not receive a response within a period of 28 days beginning with the date on which the Company's request was sent (or such longer period as the Directors may specify), such Member will be deemed to have agreed to receive such notices, documents or other information by means of a website in accordance with Article 40.11.3 above. A Member can revoke any such deemed election in accordance with Article 40.11.8 below;

40.11.5 a notice, document or other information served, sent or supplied by means of a website must be made available in a form, and by a means, that the Company reasonably considers will enable the recipient: (i) to read it, and (ii) to retain a copy of it. For this purpose, a notice, document or other information can be read only if: (i) it can be read with the naked eye; or (ii) to the extent that it consists of images (for example photographs) it can be seen with the naked eye;

40.11.6 if a notice, document or other information is served, sent or supplied by means of a website, the Company must notify the intended recipient of: (i) the presence of the notice, document or information on the website; (ii) the address of the website; (iii) the place on the website where it may be accessed; and (iv) how to access the notice, document or information;

40.11.7 any notice, document or other information made available on a website will be maintained on the website for the period of 28 days beginning with the date on which notification is given under Article 40.11.6 above, or such shorter period as may be decided by the Directors. A failure to make a notice, document or other information available on a website throughout the period mentioned in this Article 40.11.7 shall be disregarded if: (i) it is made available on the website for part of that period; and (ii) the failure to make it available throughout that period is wholly attributable to circumstances that it would not be reasonable for the Company to prevent or avoid;

40.11.8 any amendment or revocation of a notification given to the Company or agreement (or deemed agreement) under this Article shall only take effect if in writing, signed (or

authenticated by electronic means) by the Member and on actual receipt by the company thereof; and

40.11.9 communications sent to the Company by electronic means shall not be treated as received by the Company if rejected by computer virus protection arrangements.

40.12 Where under these Articles a document requires to be signed by a Member or other person then, if in the form of an electronic communication, it must, to be valid, incorporate the electronic signature or personal identification details (which may be details previously allocated by the Company) of that Member or other person, in such form as the Board may approve, or be accompanied by such other evidence as the Board may require to satisfy themselves that the document is genuine. The Company may designate mechanisms for validating any such document, and any such document not so validated by use of such mechanisms shall be deemed not to have been received by the Company.

41. **WINDING UP**

41.1 If the Company shall be wound up the Liquidator may with the authority of an Extraordinary Resolution divide among the Members entitled to the same *in specie* the whole or any part of the assets of the Company and whether or not the assets shall consist of property of a single kind and may for such purposes set such value as he deems fair upon any one or more class or classes or property and may determine how such division shall be carried out as between the Members or different classes of Members. The Liquidator may with the like authority vest any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority shall think fit and the liquidation of the Company may be closed and the Company dissolved but so that no Member shall be compelled to accept any shares or other assets in respect of which there is any outstanding liability.

41.2 Where the Company is proposed to be or is in the course of being wound up and the whole or part of its business or property is proposed to be transferred or sold to another company (the "**transferee**") the Liquidator may, with the sanction of an Ordinary Resolution, conferring either a general authority on the Liquidator or an authority in respect of any particular arrangement, receive in compensation or part compensation for the transfer or sale, shares policies or other like interests in the transferee for distribution among the Members or may enter into any other arrangement whereby the Members may, in lieu of receiving cash, shares, policies or other like interests, or in addition thereto, participate in the profits of or receive any other benefits from the transferee.

42. **INDEMNITY**

Subject to applicable law, the Company may indemnify any Director or a Director who has been appointed as a director of any Subsidiary Undertaking (a "**Subsidiary Director**") against any liability except such (if any) as they shall incur by or through their own breach of trust, breach of duty or negligence and may purchase and maintain for any Director or any Subsidiary Director insurance

against any liability.

43. **INSURANCE**

Without prejudice to any other provisions of these Articles, the Board may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company, or of any Subsidiary Undertaking (together "**Group Companies**") or otherwise associated with the Company or any Group Company or in which the Company or any such Group Company has or had any interest, whether direct or indirect, or of any predecessor in business of any of the foregoing, including (without prejudice to the generality of the foregoing) insurance against any costs, charges, expenses, losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and discretion and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such other body.

44. **INSPECTION OF DOCUMENTS**

Subject to Article 37.2, the Board shall determine whether and to what extent and at what times and places and under what conditions the accounts books and documents of the Company shall be open to inspection and no Member shall have any right of inspecting any account or book or document except as conferred by the Laws or authorised by the Board.

45. **RECORD DATES**

Notwithstanding any other provision of these Articles, the Directors may fix a date as the record date for any notice of any general meeting, dividend, distribution, or issuance of share(s) and such record date may be on or at any time within 6 months before or after any date on which such notice, dividend, distribution, or issuance is given, made or paid (as appropriate).