

**Registered Number: 43371**

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

**COMPANY LIMITED BY SHARES**

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION**

of

**RAVEN PROPERTY GROUP LIMITED**

Registered on 4 July 2005  
(amended and restated articles of incorporation adopted on 25 March 2009 pursuant to a  
Special Resolution passed on 24 March 2009, and further amended by Special Resolutions  
passed on the 01 September 2009, 16 April 2010, 16 May 2011, 7 May, 23 December 2013, 15  
June 2016, 6 July 2016, 3 July 2017, 31 May 2018 and 31 July 2020)

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THE COMPANIES (GUERNSEY) LAWS, 2008  
as amended

A COMPANY LIMITED BY SHARES

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

of

RAVEN PROPERTY GROUP LIMITED

**Preliminary**

**1 Interpretation**

1.1 In these Articles, unless the contrary intention appears:

1.1.1 the following definitions apply:

*accounts* means either individual accounts prepared in accordance with Section 243 of the Law or consolidated accounts prepared in accordance with Section 244 of the Law;

*address* in relation to a notice or other communication in writing, a postal address and, in relation to a notice or other communication in electronic form, any number or address used for the purposes of sending or receiving documents or information by electronic means;

*Articles* these articles of incorporation, as from time to time altered;

*Associated Company* any holding company or subsidiary of a company or any subsidiaries of any holding company of a company ("holding company" and "subsidiary" as defined in Section 531 of the Law provided that, notwithstanding Sections 531(6) and 531(7) of the Law and for all purposes, a body corporate may be regarded as a

	holding company or a subsidiary if it is an overseas company);
<i>Authorised Operator</i>	means EUI or such other person as may for the time being be authorised under the Regulations to operate an Uncertificated System;
<i>board</i>	the board of directors for the time being of the Company;
<i>business day</i>	a day (except Saturday or Sunday) on which banks in the City of London and Guernsey are open for business;
<i>certificate</i>	any certificate, instrument or other document of, or evidencing title to units of a security;
<i>certificated</i>	means a unit of a security which is not an uncertificated unit;
<i>Certificated Conversion Notice</i>	has the meaning given to it in Article 2.13.3;
<i>Channel Islands Securities Exchange</i>	the Channel Islands Securities Exchange Authority Limited;
<i>clear days</i>	in relation to the period of a notice or other communication, that period excluding the day when the notice or other communication is given or deemed to be given and the day for which it is given or on which it is to take effect;
<i>committee</i>	a committee of the board;
<i>Company</i>	means Raven Property Group Limited (registered number: 43371);
<i>company</i>	any body corporate;
<i>Conversion</i>	conversion of the Convertible Preference Shares into Ordinary Shares at the Conversion Rate in accordance with Article 2.13;

<i>Conversion Date</i>	has the meaning given to it in Article 2.13.5;
<i>Conversion Rate</i>	1.818 Ordinary Shares for each Convertible Preference Share, subject to adjustment in accordance with Article 2.13.13 below;
<i>Conversion Notice</i>	a Certificated Conversion Notice or an Uncertificated Conversion Notice;
<i>Convertible Preference Shares</i>	the 6.5% cumulative convertible redeemable preference shares of no par value each in the capital of the Company;
<i>CPS Fixed Amount</i>	£1;
<i>Current Market Price</i>	the average of the middle-market quotations published in the Daily Official List of the London Stock Exchange for one Ordinary Share for the five consecutive dealing days ending on the dealing day immediately preceding such date, provided that if at any time during such five day period the Ordinary Shares shall have been quoted ex-dividend and during such other part of that period the Ordinary Shares have been quoted cum dividend, then the quotations on the dates on which the Ordinary Shares have been quoted ex-dividend shall for the purposes of this definition be deemed to be increased by an amount equal to the amount of that dividend per Ordinary Share (excluding any associated tax credit and less the tax (if any) falling to be deducted on a payment thereof to a resident of the United Kingdom);
<i>dematerialised instruction</i>	an instruction sent or received by means of an Uncertificated System;
<i>director</i>	a director for the time being of the Company;
<i>DTR</i>	the Disclosure and Transparency Rules as published by the Financial Conduct Authority of the United Kingdom from time to time, as supplemented, amended or replaced by the rules governing the public disclosure of



inside information set out in the EU Market Abuse Regulation (596/2014) together with the Disclosure Guidance and Transparency Rules sourcebook, published by the Financial Conduct Authority of the United Kingdom from time to time and references to specific DTRs shall be read as having been supplemented, amended or replaced accordingly;

<i>electronic form</i>	has the meaning to it in Section 526 of the Law;
<i>Eligible Holder</i>	has the meaning given to it in the Law;
<i>electronic means</i>	has the meaning to it in Section 526 of the Law;
<i>employees' share scheme</i>	<p>a scheme for encouraging or facilitating the holding of shares or debentures in the Company by or for the benefit of:-</p> <ul style="list-style-type: none"><li>(a) the bona fide directors, employees, consultants or former directors, employees or consultants of the Company or any Associated Company of the Company; or</li><li>(b) the spouses, civil partners, surviving spouses, surviving civil partners or children or step children under the age of 18 of such directors, employees or consultants or former directors, employees or consultants;</li></ul>
<i>equity securities</i>	relevant shares in the Company (other than a bonus share) or a right to subscribe for, or to convert securities into, relevant shares in the Company and the term "equity security" shall be construed accordingly;
<i>EUI</i>	Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) incorporated in England and Wales under number 2878738 and whose registered office at the date of adoption of these Articles is at 33 Cannon Street, London, EC4M 5SB;
<i>FATCA</i>	means (i) sections 1471 through 1474 of the United

States Internal Revenue Code of 1986, the Treasury Regulations thereunder, and official interpretations thereof; (ii) any similar legislation, regulations or guidance enacted in any jurisdiction that seeks to implement a similar tax reporting or withholding tax regime or exchange of information regime (including but not limited to the Common Reporting Standard issued by the Organisation for Economic Co-operation and Development; (iii) any intergovernmental agreement, treaty or other agreement entered into in order to comply with, facilitate, supplement or implement any legislation, regulations or guidance described in clause (i) or (ii) above; and (iv) any legislation, regulations or guidance that gives effect to any matter described in clauses (i) through (iii) above;

*Final CPS Redemption Date* 7 July 2026;

*Fixed Amount* £1.00;

*Fixed Date* 7 July 2016;

*FSMA* the United Kingdom Financial Services and Markets Act 2000, as amended

*holder* means in relation to shares of the Company the person (or persons, in respect of joint holders) whose name(s) is/are entered in the register as the holder(s) of the shares and includes, on the death, disability or insolvency of a holder, any person entitled to such shares on the death, disability or insolvency of such holder. In relation to shares in the capital of the Company held in an Uncertificated System, means:

- (a) a person who is permitted by an Authorised Operator to transfer by means of that Uncertificated System, title to uncertificated shares of the Company held by him; or

	(b) two or more persons who are jointly permitted by an Authorised Operator to transfer by means of that Uncertificated System, title to uncertificated shares of the Company held by them.
<i>instruction</i>	includes an instruction, election, acceptance or any other message of any kind;
<i>interest in a security</i>	any legal or beneficial interest or right in relation to a security including: <ul style="list-style-type: none"> <li>(a) an absolute or contingent right to acquire a security created, allotted or issued or to be created, allotted or issued; and</li> <li>(b) the interests or rights of a person for whom a security is held by a custodian or depository;</li> </ul>
<i>Law</i>	the Companies (Guernsey) Law, 2008, as amended;
<i>London Stock Exchange</i>	London Stock Exchange plc or other principal stock exchange in the United Kingdom for the time being;
<i>Main Meeting Place</i>	as defined in Article 48.4.1;
<i>office</i>	the registered office for the time being of the Company;
<i>Official List</i>	the official list of the UK Listing Authority;
<i>Ordinary Shares</i>	the ordinary shares of 1 pence each in the capital of the Company;
<i>ordinary resolution</i>	a resolution passed by a simple majority in accordance with Section 176 of the Law;
<i>paid up</i>	paid up or credited as paid up;
<i>person entitled by transmission</i>	a person whose entitlement to a share in consequence of the death or bankruptcy of a holder or of any other event giving rise to its transmission by operation of law has been noted in the register;

<i>Potential Takeover</i>	a takeover bid or merger transaction being proposed, made or effected, to which the Takeover Code applies, however effected, (but which for the avoidance of doubt will not include a subscription for or purchase of new shares or securities in the Company) including by means of an amalgamation under Part VI of the Law or an arrangement under Part VIII of the Law, as a result of which any person or persons acting in concert (as defined in the Takeover Code) would hold shares carrying in aggregate 50% or more of the voting rights (as defined in the Takeover Code) of the Company if the bid or transaction were completed or became effective;
<i>Preference Shares</i>	the 12% cumulative redeemable preference shares of 1 pence each in the capital of the Company;
<i>register</i>	the register of holders of the company kept pursuant to the Law which shall, unless the context otherwise requires, include the register required to be kept by the Company under the Regulations and the Rules in respect of Company shares held in uncertificated form;
<i>registered address</i>	in relation to a holder, the most recent address of that holder recorded in the register;
<i>Regulations</i>	means The Uncertificated Securities (Guernsey) Regulations 2009 (as amended from time to time);
<i>Relevant Electronic Address</i>	shall have the meaning ascribed to it by the Law;
<i>relevant shares</i>	shares in the Company other than Convertible Preference Shares and Preference Shares or: <ul style="list-style-type: none"> <li>(i) any other shares which, as respects to dividends and capital, carry a right to participate only up to a specified amount in a distribution; and</li> <li>(ii) shares which are held by a person who</li> </ul>

acquired them in pursuance of an employees' share scheme or, in the case of shares which have not been allotted, are to be allotted in pursuance of such a scheme or, in the case of shares held by the Company as treasury shares, are to be transferred in pursuance of such a scheme;

*relevant employee shares* means shares of the Company which would be relevant shares but for the fact that they are held by a person who acquired them in pursuance of an employees' share scheme;

*Relevant Stock Exchange* the London Stock Exchange or the Channel Islands Securities Exchange;

*RIS* a regulatory information service that is approved by the Financial Conduct Authority of the United Kingdom as meeting the primary information provider criteria and that is on the list of regulatory information service providers maintained by the Financial Conduct Authority of the United Kingdom;

*Rules* means the rules, including any manuals, issued from time to time by an Authorised Operator governing the admission of securities to and the operation of the Uncertificated System managed by such Authorised Operator;

*seal* any common seal of the Company or any official seal or securities seal which the Company may have or be permitted to have under the Law;

*secretary* the secretary of the Company or, if there are joint secretaries, any of the joint secretaries and includes an assistant or deputy secretary and any person appointed by the board to perform any of the duties of the secretary of the Company;

*securities* shares, stock, debentures, debenture stock, loan stock,

	bonds, units of a collective investment scheme within the meaning of the FSMA, rights under a depository receipt within the meaning of paragraph 4 of Schedule 2 to the United Kingdom Criminal Justice Act 1993, and other securities of any description, and interests in a security;
<i>special resolution</i>	a resolution passed by a majority of not less than 75% in accordance with Section 178 of the Law;
<i>subsidiary undertaking</i>	has the meaning given to it in Section 1162 of the UK Companies Act;
<i>Takeover Code</i>	The (UK) City Code on Takeovers and Mergers;
<i>Takeover Notice</i>	a written notice containing details of a Potential Takeover;
<i>uncertificated</i>	means a unit of a security, title to which is recorded on the relevant register or on the Company's register of non-share securities as being held in uncertificated form, and title to which may be transferred by means of an Uncertificated System in accordance with the Regulations and Rules, if any;
<i>Uncertificated System</i>	any computer-based system and its related facilities and procedures that are provided by the then Authorised Operator and by means of which title to units of a security (including shares) can be evidenced and transferred in accordance with the Regulations and Rules, if any, without a written certificate or instrument;
<i>UK Listing Authority</i>	the competent authority for the purposes of Part VI of the FSMA;
<i>waiver resolution</i>	a resolution passed by a majority of not less than 90% in accordance with Section 179 of the Law;
<i>Warrants</i>	a warrant to subscribe for 1 Ordinary Share in the Company at 25 pence per Ordinary Share created pursuant to a warrant instrument adopted by the Company on 24 March 2009;

<i>UK Companies Act</i>	the United Kingdom Companies Act 2006, as amended;
<i>Uncertificated Conversion Notice</i>	has the meaning given to it in Article 2.13.4;
<i>United Kingdom</i>	the United Kingdom of Great Britain and Northern Ireland; and
<i>year</i>	a period of 12 months.

- 1.1.2 any other words or expressions defined in the Law (as in force on the date of adoption of these Articles) or the Interpretation (Guernsey) Law 1948 or the Regulations have the same meaning in these Articles;
- 1.1.3 words importing the singular number include the plural number and vice versa, words importing the masculine gender include the feminine gender and words importing persons include bodies corporate and unincorporated associations;
- 1.1.4 any reference to writing includes a reference to any method of representing or reproducing words in a legible and non-transitory form;
- 1.1.5 any reference to a document being sealed or executed under seal or under the common seal of any body corporate (including the company) or any similar expression includes a reference to it being executed in any other manner which has the same effect as if it were executed under seal; and
- 1.1.6 local time in Guernsey shall be used for the purpose of determining business days and the times of day for open and close of business.
- 1.2 Subject to the provisions of the Law a special resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under these Articles.
- 1.3 Headings to these Articles are inserted for convenience only and shall not affect their construction.
- 1.4 The standard articles prescribed pursuant to Section 16(2) of the Law shall be excluded in their entirety.

- 1.5 Any reference to a share shall, where the board has resolved to allot and issue fractions of shares, include such fractions.
- 1.6 In the event of any conflict between these Articles and the mandatory provisions of the Law, the latter shall prevail.
- 1.7 Where a Section of the Law is referred to and that Section is amended or renumbered or supplemented, then the reference shall be deemed to refer to the such Section as amended, renumbered or supplemented.
- 1.8 The expressions "**communication**", "**electronic communication**", "**electronic form**", "**electronic means**" and "**hard copy form**" shall have the same respective meanings as in the Law, 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 125) publication on a website.
- 1.9 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.
- 1.10 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.

#### **1A Amendments/Business**

- 1A.1 The Company's Memorandum of Association (the "**Memorandum**") and Articles may be amended in accordance with Part IV of the Law.
- 1A.2 Any branch or kind or business which, by the Memorandum or by these Articles, is, either expressly or impliedly, authorised to be undertaken may be undertaken or suspended at any time by the board.

#### **Share capital**

#### **2 Share capital**

- 2.1 The share capital of the Company at the date of adoption of these Articles is divided into 1,500,000,000 Ordinary Shares, 400,000,000 Preference Shares and 108,689,501 Convertible Preference Shares.



## *Preference Shares*

2.2 The Preference Shares shall entitle the holders thereof to the rights and shall be subject to the restrictions set out in Articles 2.3 to 2.7 below.

### 2.3 **Dividends**

2.3.1 The holders of the Preference Shares shall be entitled to be paid, subject to the provisions of the Law, a fixed cumulative preferential dividend in priority to any payment of dividend to the holders of any class of shares other than Convertible Preference Shares at the rate of 12% per annum of the Fixed Amount (the "**12% Preference Dividend**"), such dividend to accrue on a daily basis from and including the date of issue of such Preference Shares and to be payable in equal instalments quarterly in arrears on 31 March, 30 June, 30 September and 31 December (or in the event of any such date not being a business day on the next day which is a business day) (each such date being referred to as a "**dividend payment date**"). Payment of the 12% Preference Dividend shall be made to holders of Preference Shares on the register at any date selected by the board no earlier than 42 days prior to the relevant dividend payment date. The holders of the Preference Shares shall not be entitled to participate in any further profits, dividends or bonus share issue of the Company. The holders of the Preference Shares shall rank for dividends in priority to the holders of any other class of shares of the Company (save for (i) the Convertible Preference Shares and any Further Ranking Preference Shares as may be created and issued pursuant to Article 2.12.2, each of which shall rank for dividends in priority to the holders of Preference Shares and any Further Preference Shares as may be created and issued pursuant to Article 2.6.2 and (ii) any Further Preference Shares as may be created and issued pursuant to Article 2.6.2) and if there are any arrears of the 12% Preference Dividend outstanding the Company may not pay any distribution (as defined in section 301 of the Law but excluding for these purposes distributions falling within sections 302(1)(a), (d) and (e) of the Law) in respect of the Ordinary Shares or any other shares ranking for distribution after the Preference Shares or Further Preference Shares.

2.3.2 Subject to the provisions of the Law, the board shall offer all holders of Preference Shares the right to elect to receive the 12% Preference

Dividend or any part thereof as a scrip dividend (as described in Article 119.1) of Preference Shares instead of in cash. Notwithstanding the provisions of Article 119.1, such offer shall not require authorisation by an ordinary resolution of the Company and Article 119.2 shall not apply to scrip dividends of Preference Shares in relation to the Preference Shares, but otherwise such scrip dividends shall be regulated in accordance with the provisions of Article 119. Subject to the provisions of the Law, on a dividend payment date the 12% Preference Dividend payable on such date shall become payable without a resolution of the shareholders of the Company and the provisions of Articles 110 and 111 shall be subject in all respects to the provisions of this Article 2.3.

2.3.3 If all or any part of the 12% Preference Dividend is in arrears (and for this purpose the 12% Preference Dividend shall be deemed to be payable quarterly on the dates detailed in Article 2.3.1), interest shall accrue on such unpaid sum at the rate of 15% per annum (such sum to accrue from day to day on the basis of a 365 day year but not to be compounded) from the date upon which such arrears arise until the date of payment. In the event that the arrears of the 12% Preference Dividend shall remain unpaid for six months then the interest rate at which interest will accrue on such arrears will from such time increase to the rate of 20% per annum (such sum to accrue from day to day on the basis of a 365 day year but not to be compounded).

## 2.4 **Capital**

On a return of capital on a winding up or an administration order (other than a redemption, purchase by the Company or a conversion of any of its share capital) the holders of Preference Shares shall be entitled, in priority to other shareholders (save for holders of (i) the Convertible Preference Shares and any Further Ranking Preference Shares as may be created and issued pursuant to Article 2.12.2, each of which shall rank for dividends in priority to the holders of Preference Shares and any Further Preference Shares as may be created and issued pursuant to Article 2.6.2 and (ii) any Further Preference Shares as may be created and issued pursuant to Article 2.6.2), to be paid out of the assets of the Company available for distribution to holders an amount in respect of each Preference Share equal to the aggregate of the Fixed Amount together with a sum equal to any arrears and accruals of the 12% Preference Dividend in respect of such Preference Share (and any accrued interest),

whether earned or declared or not, calculated down to the date of commencement of the winding up or an administration order. The holders of the Preference Shares shall not have any further right to participate in the assets of the Company on any such return of capital. If on a return of capital on a winding up or administration the amounts available for payment are insufficient to cover the amounts payable in full on or in respect of the Preference Shares, the holders of the Preference Shares will share between themselves in the distribution of the assets of the Company available for distribution to the holders (if any) in proportion to the full respective preferential amounts to which they are entitled.

## 2.5 **Voting**

2.5.1 The holders of the Preference Shares shall have the right to receive notice of and to attend any general meeting of the Company and to attend, speak and vote at a general meeting of the Company:

2.5.1.1 if, and when at the date of the notice convening such meeting, the 12% Preference Dividend is in arrears (and for this purpose the 12% Preference Dividend shall be deemed to be payable quarterly on the dates detailed in Article 2.3.1); or

2.5.1.2 if a resolution is to be proposed abrogating, varying or modifying any of the rights or privileges of the holders of the Preference Shares or for the voluntary winding up of the Company pursuant to Part XXII of the Law, in which case they shall only be entitled to vote on such resolution.

Save as set out above, the Preference Shares shall not confer on the holders thereof the right to speak or vote at any general meeting of the Company.

2.5.2 Whenever the holders of Preference Shares are entitled to vote at a general meeting of the Company upon any resolution proposed at such general meeting, on a show of hands every holder thereof who is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll every holder thereof who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised

representative or by proxy shall have one vote in respect of each Preference Share registered in the name of such holder.

2.5.3 The holders of the Preference Shares shall have the right to have sent to them (at the same time as the same are sent to the holders of the Ordinary Shares) a copy of the Company's annual report and accounts and (if available) the Company's six monthly interim unaudited financial statements and such other Company information that is sent to the holders of Ordinary Shares.

## 2.6 **Variation of rights attaching to the Preference Shares**

2.6.1 For as long as any Preference Shares remain in issue, the issue or allotment of or the creation or increase of the amount of any shares of any class or any security convertible into shares of any class ranking, as regards rights to participate in the Company's profits or assets, in priority to the Preference Shares shall be deemed to constitute a variation of the class rights attaching to the Preference Shares.

2.6.2 Notwithstanding the provisions of Article 2.6.1 and subject to Article 2.6.3, the Company may from time to time without the consent of the holders of the outstanding Preference Shares (and such that it will not be treated as an abrogation, variation or modification of the rights attaching to Preference Shares) create and issue further preference shares (including but not limited to the Preference Shares) (in these Articles called "**Further Preference Shares**") ranking as regards their participation in the profits and assets of the Company *pari passu* with but not in priority to the Preference Shares and so that any such Further Preference Shares may either carry as regards participation in the profits and assets of the Company, rights and restrictions identical in all respects with the Preference Shares or with any other series of Further Preference Shares or rights and restrictions differing therefrom in any respect including but without prejudice to the generality of the foregoing in that: (i) the rate of dividend may differ; (ii) the Further Preference Shares may rank for dividends from such date as may be provided by the terms of issue thereof and the dates for payment of the dividend may differ; (iii) a premium may be payable on a return of capital or there may be no such premium; or (iv) the Further Preference Shares may be redeemable and/or convertible into

Ordinary Shares on such terms and conditions as may be prescribed by the terms of issue thereof.

2.6.3 In the event that pursuant to Article 2.6.2 the Company creates and issues Further Preference Shares (subject to Article 2.6.7 below) then unless authorised by the consent in writing of the holders of three-fourths in number of the Preference Shares then in issue (excluding any Preference Shares held as treasury shares) or with the sanction of an special resolution passed at a separate general meeting of the holders of the Preference Shares as provided for in Article 15 below, the Company shall not create or issue such Further Preference Shares unless:

2.6.3.1 the board has made an offer to each person who holds Preference Shares to allot to him on the same or more favourable terms such proportion of those Further Preference Shares that is as nearly as practicable (fractions being disregarded) equal to the proportion in number held by him of the aggregate Preference Shares then in issue; and

2.6.3.2 the period, which shall not be less than 21 clear days, during which any offer referred to in Article 2.6.3.1 may be accepted, has expired or the Company has received notice of the acceptance or refusal of every offer made.

2.6.4 An offer by the board referred to in Article 2.6.3 shall, subject to Articles 2.6.5 and 2.6.6 below, be made to a holder of Preference Shares in accordance with Articles 124-131 as if such offer was a notice as referred to therein and the provisions therein relating to service shall apply, *mutatis mutandis*.

2.6.5 Where Preference Shares are held by two or more persons jointly, the offer referred to in Article 2.6.3 may be made to the joint holder first named in the register in respect of the Preference Shares.

2.6.6 In the case of a holder's death or bankruptcy, the offer referred to in Article 2.6.3 may be made:

2.6.6.1 to the persons claiming to be entitled to the relevant Preference Shares in consequence of the death or

bankruptcy by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description; or

2.6.6.2 by giving the notice in any manner in which it might have been given if the death or bankruptcy had not occurred.

2.6.7 The pre-emption rights set out in Article 2.6.3 shall not apply to the creation, issue and/or allotment of Further Preference Shares that are Preference Shares.

2.6.8 Until the Rights Cessation Date (as defined in Article 2.6.9), then save with such consent or sanction on the part of the holders of the Preference Shares as is required for a variation of the rights attached to such shares as set out in Article 15:

2.6.8.1 the Company shall not make a distribution (as defined in section 301 of the Law but excluding a distribution falling within sections 302(1)(a), (d) and (e) of the Law) in respect of Ordinary Shares or any other shares ranking for distribution after the Preference Shares or Further Preference Shares (a "**Qualifying Distribution**") which, either itself or when taken together with the aggregate amount of Qualifying Distributions in the previous 12 month period, would exceed 10% of the consolidated net asset value of the Company at the point in time the Company proposes to make the relevant Qualifying Distribution. In order for the Company to be able to determine at a particular point in time whether it is permitted to make a Qualifying Distribution without the consent or sanction of the holders of the Preference Shares detailed above, the consolidated net asset value of the Company at such time will be deemed to be the consolidated net asset value of the Company as shown in its latest published consolidated audited accounts or (if such accounts have been published since the publication of the Company's last consolidated audited accounts) the latest consolidated interim half yearly unaudited accounts of the Company; and

2.6.8.2 there shall not take place:

- (a) a conversion of the Company under Part V of the Law;
- (b) a migration of the Company under Part VII of the Law; or
- (c) a voluntary striking off of the Company under Part XX of the Law.

2.6.9 If at any time there are fewer than 35,000,000 Preference Shares in issue, the Company may (but shall not be obliged to) serve a notice on the holders of Preference Shares (a "**Rights Cessation Notice**") providing that the provisions of Article 2.6.8 shall cease to apply from the date specified in the Rights Cessation Notice provided that such date can be no earlier than a date which is 30 days after the date of the Rights Cessation Notice (such date being referred to as the "**Rights Cessation Date**"). With effect from the Rights Cessation Date, the provisions of Article 2.6.8 shall absolutely and irrevocably cease to have effect. For the avoidance of doubt, there shall be no Rights Cessation Date and the provisions of Article 2.6.8 shall not cease to apply unless the Company has served a Rights Cessation Notice in accordance with this Article 2.6.9, notwithstanding that the number of Preference Shares in issue may be less than 35,000,000.

2.6.10 Save with such consent or sanction on the part of the holders of the Preference Shares as is required for a variation of the rights attached to such shares as set out in Article 15, there shall not take place any distribution by the Company within the meaning of section 301 of the Law by way of a reduction of share capital as referred to in section 302(1)(c) of the Law in respect of Preference Shares (which for the avoidance of doubt shall not preclude any other type of distribution referred to in sections 301 and 302 of the Law including a redemption of shares in accordance with the express rights attaching to any shares in accordance with these Articles, provided such distributions are made by the Company in accordance with these Articles and the Law).

2.6.11 Save with such consent or sanction on the part of the holders of the Preference Shares as is required for a variation of the rights attached to

such shares as set out in Article 15, the Company shall not propose to change the admission to trading of the Preference Shares so that they are no longer admitted to trading on a recognised stock exchange (as defined in section 1005 of the United Kingdom Income Tax Act 2007 in force as at 14 July 2020).

## 2.7 **Redemption**

2.7.1 In the event of a Potential Takeover:

2.7.1.1 the Company shall give the holders of Preference Shares a Takeover Notice no earlier than 40 business days before but not later than 20 business days before the expected date of it completing or becoming effective, which notice shall contain reasonable details of the Potential Takeover;

2.7.1.2 each holder of Preference Shares shall be entitled by no later than the 10th business day from the date the Takeover Notice is given to notify the Company that it requires all (but not part) of its Preference Shares to be redeemed on the Potential Takeover completing or becoming effective;

2.7.1.3 any such notice as may be given in accordance with Article 2.7.1.2 shall be irrevocable in respect of the Preference Shares to which it relates provided that the Potential Takeover completes or becomes effective by no later than the date which is 40 business days after the date on which the Takeover Notice was given by the Company and in the event it has not so completed or become effective any Takeover Notice previously given pursuant to Article 2.7.1.1 in respect of such Potential Takeover shall lapse and, if the Potential Takeover remains capable of completing or becoming effective, the Company shall be required to give a further Takeover Notice pursuant to Article 2.7.1.1 in respect of the relevant Potential Takeover;

2.7.1.4 subject to the provisions of the Law, the Company shall be obliged to redeem the Preference Shares in respect of



which a notice is validly given pursuant to Article 2.7.1.2 on the date on which the Potential Takeover completes or becomes effective (the "**Redemption Date**"); and

2.7.1.5 if the Company is unable lawfully to redeem in full the relevant number of Preference Shares on the Redemption Date, the Company shall redeem as many of such Preference Shares as may lawfully and properly be redeemed in accordance with the provisions of the Law and the Company shall redeem the balance as soon as it is lawfully and properly able to do so.

For the purposes of this Article 2.7.1, a Potential Takeover effected (j) by way of a takeover offer shall be deemed to complete on the fourteenth day after such offer becomes unconditional in all respects; (ii) by way of an amalgamation under Part VI of the Law shall be deemed to complete on the fourteenth day after such amalgamation is recorded on the register of companies in Guernsey; and (iii) by way of an arrangement under Part VIII of the Law shall be deemed to complete on the fourteenth day after such scheme is sanctioned by the court.

2.7.2 There shall be paid on each Preference Share redeemed pursuant to this Article 2.7 an amount equal to the aggregate of (i) the Fixed Amount; and (ii) a sum equal to all arrears and accruals of the 12% Preference Dividend thereon to be calculated down to and including the Redemption Date (together with any accrued interest) and to be payable irrespective of whether or not such dividend has been declared or earned or become due and payable.

2.7.3 The 12% Preference Dividend shall cease to accrue on any Preference Shares redeemed pursuant to this Article 2.7 with effect from such redemption.

2.7.4 On the Redemption Date, the holder of each Preference Share held in certificated form falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office (or such other place as it shall notify the holders of Preference Shares), the certificate for such Preference Shares (or an indemnity, in a form reasonably satisfactory to the board, in respect of any lost certificate) in order that the same may

be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the register in respect of such Preference Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies. If any certificate delivered to the Company includes any Preference Shares not falling to be redeemed on the Redemption Date (as a result of the application of Article 2.7.1.5), a new certificate in respect of those Preference Shares shall be issued to the holder(s) thereof as soon as practicable thereafter.

2.7.5 If any holder of any Preference Shares in certificated form to be redeemed shall fail to deliver up the certificate or certificates held by him at the time and place fixed for the redemption of such shares or shall fail to accept payment of the redemption monies payable in respect thereof, the redemption monies payable to such holder shall be set aside and paid into a separate account with the Company's bankers (designated for the benefit of such holder) and such setting aside shall be deemed for all purposes hereof to be a payment to such holder and all the said holder's rights as a holder of the relevant Preference Shares shall cease and determine as from the Redemption Date and the Company shall thereby be discharged from all obligations in respect thereof. The Company shall not be responsible for the safe custody of the monies so placed on deposit or for interest thereon and may deduct from such monies on deposit a sum equal to any expenses incurred by the Company in connection with the placing of such monies on deposit and the administration of such deposit account (including, without limitation, bank charges).

2.7.6 In respect of Preference Shares held in uncertificated form, redemption shall be effected if the Company, or any sponsoring system-participant acting on behalf of the Company, receives a properly authenticated dematerialised instruction:

2.7.6.1 in the form from time to time prescribed by the board and having the effect determined by the board (subject always, so far as the form and effect of the instruction is concerned, to the facilities and requirements of the relevant Uncertificated System in accordance with the Regulations and the Rules); and

2.7.6.2 that is addressed to the Company, is attributable to the system-member who is the holder of the Preference Share(s) concerned and that specifies (in accordance with the form prescribed by the board as aforesaid) the number of Preference Shares in respect of which redemption is to be effected,

provided always that:

2.7.6.3 subject always to the facilities and requirements of the relevant system concerned, the board may in its discretion permit the holder of any Preference Share(s) in uncertificated form to redeem such shares by such other means as the board may approve; and

2.7.6.4 for the avoidance of doubt, the form of the properly authenticated dematerialised instruction as referred to above may be such as to divest the holder of the Preference Share(s) concerned of the power to transfer such Preference Shares to another person pending redemption.

Payment of the redemption monies due to be paid by the Company in respect of any Preference Share held in uncertificated form and due to be redeemed on the Redemption Date and in respect of which a properly authenticated dematerialised instruction shall have been received in accordance with the foregoing shall be made through the relevant Uncertificated System in accordance with the Regulations and the Rules or by such other means permitted by the board.

2.7.7 If the Company has given a Rights Cessation Notice (as defined in Article 2.6.9) in accordance with Article 2.6.9, each holder of Preference Shares shall be entitled by no later than the 30<sup>th</sup> day after the Rights Cessation Date (as specified in the Rights Cessation Notice) to notify the Company that it requires all (but not part) of its Preference Shares to be redeemed. Any notice as may be given by a holder of Preference Shares pursuant to this Article 2.7.7 shall be irrevocable in respect of the Preference Shares to which it relates.

- 2.7.8 Subject to the provisions of the Law, the Company shall be obliged to redeem the Preference Shares in respect of which a notice (“**Redemption Notice**”) is validly given by a holder of Preference Shares pursuant to Article 2.7.7 on the 20<sup>th</sup> business day following the date of the Redemption Notice.
- 2.7.9 The provisions of Articles 2.7.1.5 and 2.7.2 to 2.7.6 shall apply, *mutatis mutandis*, to any redemption of Preference Shares pursuant to Article 2.7.8, provided that references in those Articles to the “**Redemption Date**” shall be deemed in relation to a redemption of Preference Shares pursuant to Article 2.7.8 to refer to the date fixed for redemption in accordance with Article 2.7.8.
- 2.7.10 If the Company fails to redeem any Preference Shares on the date fixed for such redemption pursuant to this Article 2.7 interest shall accrue from such date on any unpaid redemption monies at the rate of 15% per annum (such sum to accrue from day to day on the basis of a 365 day year but not to be compounded) from the date upon which such redemption monies were required to be paid pursuant to this Article 2.7 until the date of payment. In the event that the relevant unpaid redemption monies have been unpaid for 6 months from the date fixed for redemption then the interest rate at which interest will accrue on such unpaid redemption monies will increase from such time to the rate of 20% per annum (such sum to accrue from day to day on the basis of a 365 day year but not to be compounded).
- 2.7.11 Save as expressly provided in this Article 2.7, the Company and the holders of the Preference Shares shall have no right to redeem the Preference Shares.

#### *Convertible Preference Shares*

- 2.8 The Convertible Preference Shares shall entitle the holders thereof to the rights and shall be subject to the restrictions set out in Articles 2.9 to 2.14 below.
- 2.9 **Dividends**
- 2.9.1 The holders of the Convertible Preference Shares shall be entitled to be paid, subject to the provisions of the Law, a fixed cumulative preferential dividend in priority to any payment of dividend to the holders of any other class of shares at the rate of 6.5% per annum of

the CPS Fixed Amount (the “**6.5% Preference Dividend**”), such dividend to accrue on a daily basis from and including the date of issue of such Convertible Preference Shares and to be payable in equal instalments quarterly in arrears on 31 March, 30 June, 30 September and 31 December (or in the event of any such date not being a business day on the next day which is a business day) (each such date being referred to as a “**dividend payment date**”) save that in respect of any Convertible Preference Shares issued on or before 30 September 2016 the first payment of the 6.5% Preference Dividend will be made on 30 September 2016 in respect of the period from the date of issue of such Convertible Preference Shares to (but excluding) 30 September 2016 and shall be calculated on a pro rata basis. Payment of the 6.5% Preference Dividend shall be made to holders of Convertible Preference Shares on the register at any date selected by the board no earlier than 42 days prior to the relevant dividend payment date. The holders of the Convertible Preference Shares shall not be entitled to participate in any further profits, dividends or bonus share issue of the Company. The holders of the Convertible Preference Shares shall rank for dividends in priority to the holders of any other class of shares of the Company (save for any Further Ranking Preference Shares as may be created and issued pursuant to Article 2.12.2) and if there are any arrears of the 6.5% Preference Dividend outstanding the Company may not pay any distribution (as defined in section 301 of the Law but excluding for these purposes distributions falling within sections 302(1)(a), (d) and (e) of the Law) in respect of the Ordinary Shares, the Preference Shares, any Further Preference Shares or any other shares ranking for distribution after the Convertible Preference Shares or Further Ranking Preference Shares.

2.9.2 The 6.5% Preference Dividend shall be paid in cash and the holders of Convertible Preference Shares shall not be entitled to receive all or any part of the 6.5% Preference Dividend as a scrip dividend (as described in Article 119.1) of Convertible Preference Shares instead of in cash.

2.9.3 If all or any part of the 6.5% Preference Dividend is in arrears (and for this purpose the 6.5% Preference Dividend shall be deemed to be payable quarterly on the dates detailed in Article 2.9.1), interest shall accrue on such unpaid sum at the rate of 8% per annum (such sum to accrue from day to day on the basis of a 365 day year but not to be

compounded) from the date upon which such arrears arise until the date of payment. In the event that the arrears of the 6.5% Preference Dividend shall remain unpaid for six months then the interest rate at which interest will accrue on such arrears will from such time increase to the rate of 10% per annum (such sum to accrue from day to day on the basis of a 365 day year but not to be compounded).

## 2.10 **Capital**

On a return of capital on a winding up or an administration order (other than a redemption, purchase by the Company or a conversion of any of its share capital) the holders of Convertible Preference Shares shall be entitled, in priority to other shareholders (save for holders of Further Ranking Preference Shares as may be created and issued pursuant to Article 2.12.2 below), to be paid out of the assets of the Company available for distribution to holders an amount in respect of each Convertible Preference Share equal to the aggregate of (i) the CPS Fixed Amount and (ii) an amount equal to 3.5 pence for each completed calendar year (and, in respect of any part calendar year, such amount shall be pro-rated by reference to the number of days that have elapsed in such calendar year) that has elapsed from the Fixed Date until the date of commencement of the winding up or administration order, together with a sum equal to any arrears and accruals of the 6.5% Preference Dividend in respect of such Convertible Preference Share (and any accrued interest), whether earned or declared or not, calculated down to the date of commencement of the winding up or an administration order. The holders of the Convertible Preference Shares shall not have any further right to participate in the assets of the Company on any such return of capital. If on a return of capital on a winding up or administration the amounts available for payment are insufficient to cover the amounts payable in full on or in respect of the Convertible Preference Shares, the holders of the Convertible Preference Shares will share between themselves in the distribution of the assets of the Company available for distribution to the holders (if any) in proportion to the full respective preferential amounts to which they are entitled.

## 2.11 **Voting**

2.11.1 The holders of the Convertible Preference Shares shall have the right to receive notice of and to attend any general meeting of the Company and to attend, speak and vote at a general meeting of the Company:

2.11.1.1 if, and when at the date of the notice convening such meeting, the 6.5% Preference Dividend is in arrears (and

for this purpose the 6.5% Preference Dividend shall be deemed to be payable quarterly on the dates detailed in Article 2.9.1); or

2.11.1.2 if a resolution is to be proposed abrogating, varying or modifying any of the rights or privileges of the holders of the Convertible Preference Shares or for the voluntary winding up of the Company pursuant to Part XXII of the Law, in which case they shall only be entitled to vote on such resolution.

Save as set out above, the Convertible Preference Shares shall not confer on the holders thereof the right to speak or vote at any general meeting of the Company.

2.11.2 Whenever the holders of Convertible Preference Shares are entitled to vote at a general meeting of the Company upon any resolution proposed at such general meeting, on a show of hands every holder thereof who is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll every holder thereof who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for each Ordinary Share such holder would hold if all of the Convertible Preference Shares registered in the name of such holder had been converted into Ordinary Shares at the applicable Conversion Rate on the business day immediately preceding the record date for such general meeting.

2.11.3 The holders of the Convertible Preference Shares shall have the right to have sent to them (at the same time as the same are sent to the holders of the Ordinary Shares) a copy of the Company's annual report and accounts and (if available) the Company's six monthly interim unaudited financial statements and such other Company information that is sent to the holders of Ordinary Shares.

## 2.12 **Variation of rights attaching to the Convertible Preference Shares**

2.12.1 For as long as any Convertible Preference Shares remain in issue, the issue or allotment of or the creation or increase of the amount of any

shares of any class or any security convertible into shares of any class ranking, as regards rights to participate in the Company's profits or assets, in priority to the Convertible Preference Shares shall be deemed to constitute a variation of the class rights attaching to the Convertible Preference Shares.

2.12.2 Notwithstanding the provisions of Article 2.12.1, the Company may from time to time without the consent of the holders of the outstanding Convertible Preference Shares (and such that it will not be treated as an abrogation, variation or modification of the rights attaching to Convertible Preference Shares) create and issue further preference shares (including but not limited to the Convertible Preference Shares) (in these Articles called "**Further Ranking Preference Shares**") ranking as regards their participation in the profits and assets of the Company *pari passu* with but not in priority to the Convertible Preference Shares and so that any such Further Ranking Preference Shares may either carry as regards participation in the profits and assets of the Company, rights and restrictions identical in all respects with the Convertible Preference Shares or with any other series of Further Ranking Preference Shares or rights and restrictions differing therefrom in any respect including but without prejudice to the generality of the foregoing in that: (i) the rate of dividend and/or the conversion rate into Ordinary Shares and/or the amount payable on redemption may differ; (ii) the Further Ranking Preference Shares may rank for dividends from such date as may be provided by the terms of issue thereof and the dates for payment of the dividend may differ; (iii) a premium may be payable on a return of capital or there may be no such premium; (iv) the Further Ranking Preference Shares may be redeemable and/or convertible into Ordinary Shares on such terms and conditions as may be prescribed by the terms of issue thereof; or (v) the Further Ranking Preference Shares may not be convertible into Ordinary Shares.

2.12.3 Save with such consent or sanction on the part of the holders of the Convertible Preference Shares as is required for a variation of the rights attached to such shares as set out in Article 15:

2.12.3.1 the Company shall not make a distribution (as defined in section 301 of the Law but excluding a distribution falling



within sections 302(1)(a), (d) and (e) of the Law) in respect of Ordinary Shares, Preference Shares or any other shares ranking for distribution after the Convertible Preference Shares or Further Ranking Preference Shares (a "**Qualifying Distribution**") which, either itself or when taken together with the aggregate amount of Qualifying Distributions in the previous 12 month period, would exceed 10% of the consolidated net asset value of the Company at the point in time the Company proposes to make the relevant Qualifying Distribution. In order for the Company to be able to determine at a particular point in time whether it is permitted to make a Qualifying Distribution without the consent or sanction of the holders of the Convertible Preference Shares detailed above, the consolidated net asset value of the Company at such time will be deemed to be the consolidated net asset value of the Company as shown in its latest published consolidated audited accounts or (if such accounts have been published since the publication of the Company's last consolidated audited accounts) the latest consolidated interim half yearly unaudited accounts of the Company; and

2.12.3.2 there shall not take place:

- (a) a conversion of the Company under Part V of the Law;
- (b) a migration of the Company under Part VII of the Law;
- (c) a voluntary winding up of the Company under Part XXII of the Law;
- (d) a voluntary striking off of the Company under Part XX of the Law; or
- (e) any distribution by the Company within the meaning of section 301 of the Law by way of a reduction of share capital as referred to in section 302(1)(c) of the Law in respect of Convertible

Preference Shares (which for the avoidance of doubt shall not preclude any other type of distribution referred to in sections 301 and 302 of the Law including a redemption of shares in accordance with the express rights attaching to any shares in accordance with these Articles, provided such distributions are made by the Company in accordance with these Articles and the Law).

## 2.13 Conversion

- 2.13.1 Each holder of Convertible Preference Shares shall be entitled (subject to the Law) at any time (other than (i) within 30 business days prior to the Final CPS Redemption Date and (ii) where the right to convert Convertible Preference Shares into Ordinary Shares has lapsed following a Potential Takeover completing or becoming effective, as specified in Article 2.13.20.5), and subject to the provisions of this Article 2.13, on giving a Conversion Notice to the Company (such person being a “**Converting Holder**”), to convert all or any of its holding of Convertible Preference Shares into Ordinary Shares at the applicable Conversion Rate, provided that if a Converting Holder gives a Conversion Notice in respect of part only of its holding of Convertible Preference Shares so that there would following Conversion remain a number of Convertible Preference Shares in that holding smaller than that required to convert into one Ordinary Share at the Conversion Rate then applicable, all the Convertible Preference Shares in that holding shall be converted notwithstanding the lower figure stipulated in the Conversion Notice.
- 2.13.2 The number of Ordinary Shares to be issued on the Conversion of Convertible Preference Shares shall be determined by multiplying the total number of Convertible Preference Shares to be converted (as stipulated in the Conversion Notice) by the Conversion Rate in effect at the relevant Conversion Date.
- 2.13.3 In relation to any Convertible Preference Shares that, on the relevant Conversion Date, are held in certificated form, the right to convert as of any Conversion Date shall be exercised if the holder of any such Convertible Preference Shares delivers to the Company's registered

office (or such other place as the Company has notified the holders of Convertible Preference Shares), a duly signed and completed conversion notice in such form as may from time to time be prescribed by the board (a "**Certificated Conversion Notice**"), together with the certificate for such Convertible Preference Shares (or an indemnity, in a form reasonably satisfactory to the board, in respect of any lost certificate).

2.13.4 In relation to any Convertible Preference Shares that, on the relevant Conversion Date, are held in uncertificated form, the right to convert as of any Conversion Date shall be exercised if the Company, or any sponsoring system-participant acting on behalf of the Company, receives a properly authenticated dematerialised instruction:

2.13.4.1 in the form from time to time prescribed by the board and having the effect determined by the board (subject always, so far as the form and effect of the instruction is concerned, to the facilities and requirements of the relevant Uncertificated System in accordance with the Regulations and the Rules); and

2.13.4.2 that is addressed to the Company, is attributable to the system-member who is the holder of the Convertible Preference Share(s) concerned and that specifies (in accordance with the form prescribed by the board as aforesaid) the number of Convertible Preference Shares to be converted,

(an "**Uncertificated Conversion Notice**").

2.13.5 The "**Conversion Date**" shall be the date falling 5 business days following the date that the Conversion Notice is delivered in accordance with Articles 2.13.3 and 2.13.4. A Conversion Notice, once delivered in accordance with these Articles, shall be irrevocable.

2.13.6 Subject to Article 2.13.7, a Converting Holder shall pay to the relevant authority any taxes and capital, stamp, issue and registration duties (or any like or similar taxes or duties) arising on the Conversion of Convertible Preference Shares into Ordinary Shares.

- 2.13.7 The Company shall pay to the relevant authority any taxes and capital, stamp, issue and registration duties (or any like or similar taxes or duties) arising in Guernsey or in the place of any Relevant Stock Exchange in respect of the issue and/or delivery of any Ordinary Shares on the Conversion of Convertible Preference Shares into Ordinary Shares.
- 2.13.8 The board shall, subject to the requirements of the Law, be entitled to effect any Conversion of the Convertible Preference Shares pursuant to Article 2.13.1 by redesignation, redemption, conversion and issue of new Ordinary Shares or otherwise as the board deems fit.
- 2.13.9 On the relevant Conversion Date, the Company shall take all steps necessary to register in the name of the holder of the relevant Convertible Preference Shares the Ordinary Shares issued or arising upon the Conversion of such Convertible Preference Shares and to issue or deliver the appropriate number of Ordinary Shares (whether in certificated form or uncertificated form) to the Converting Holder in accordance with the relevant Conversion Notice.
- 2.13.10 The 6.5% Preference Dividend shall cease to accrue on any Convertible Preference Shares converted pursuant to this Article 2.13 with effect from the relevant Conversion Date.
- 2.13.11 Ordinary Shares issued upon the Conversion of Convertible Preference Shares will be credited as fully paid and will in all respects rank *pari passu* with the fully paid Ordinary Shares in issue on the relevant Conversion Date, except that they will not rank for any dividend or other distribution which has been announced, declared, recommended or resolved prior to the relevant Conversion Date by the directors or by the Company in general meeting to be paid or made if the record date for such dividend or other distribution is on or prior to the relevant Conversion Date.
- 2.13.12 Fractions of Ordinary Shares will not be issued on Conversion and a Convertible Preference Share holder's entitlement to Ordinary Shares on Conversion will be rounded down to the nearest Ordinary Share.
- 2.13.13 The Conversion Rate applicable to each Convertible Preference Share shall be adjusted from time to time in accordance with the provisions of

this Article 2.13.13 and, if the event giving rise to such adjustment shall be such as would be capable of falling within one or more of sub-paragraphs 2.13.13.1 to 2.13.13.5, it shall fall (except as expressly provided herein) within the first of the applicable sub-paragraphs to the exclusion of the remaining sub-paragraphs:

2.13.13.1 if while any Convertible Preference Shares remain capable of being converted into Ordinary Shares, there shall be an alternation in the number of issued Ordinary Shares as a result of a consolidation or sub-division, the Conversion Rate shall be adjusted in relation to subsequent conversions of the Convertible Preference Shares such that the number of Ordinary Shares issued on any such subsequent conversion shall represent the same proportion of the ordinary share capital as if there had been no such alteration, and such adjustment shall become effective immediately after the relevant alternation takes effect;

2.13.13.2 if while any Convertible Preference Shares remain capable of being converted into Ordinary Shares, the Company shall issue any Ordinary Shares by way of capitalisation of profits or reserves (including, if relevant, any share premium account and capital redemption reserve) to the holders of Ordinary Shares, the Conversion Rate shall be adjusted in relation to subsequent conversions of the Convertible Preference Shares in accordance with the following formula:

$$A \div \frac{B}{C}$$

where

A = the current Conversion Rate

B = the aggregate number of Ordinary Shares in issue immediately before such issue (excluding any Ordinary Shares issued in accordance with Article 119)

C = the aggregate number of Ordinary Shares in issue immediately after such issue (excluding any Ordinary Shares issued in accordance with Article 119)

Such adjustment shall become effective as at the date of issue of such Ordinary Shares;

2.13.13.3 if while any Convertible Preference Shares remain capable of being converted into Ordinary Shares, the Company shall issue any Ordinary Shares by way of capitalisation of profits or reserves (including, if relevant, any share premium account and capital redemption reserve) to the holders of Ordinary Shares in lieu of all or part of a cash dividend and the Conversion Rate does not fall to be adjusted under Article 2.13.13.2 above, the Conversion Rate shall be adjusted in relation to subsequent conversions of the Convertible Preference Shares in such a manner as an investment bank or broker selected by the Company, considers fair and reasonable to take account only of the extent that the value of such Ordinary Shares, as determined by such investment bank or broker, exceeds the amount of such cash dividend or the relevant part thereof, such adjustment to become effective as at the date of issue of such Ordinary Shares;

2.13.13.4 if while any Convertible Preference Shares remain capable of being converted into Ordinary Shares, the Company shall distribute any amount to Ordinary Shareholders by way of buy-back tender offer in lieu of all or part of a dividend and the Conversion Rate does not fall to be adjusted under Article 2.13.13.2 or 2.13.13.3 above, the Conversion Rate shall be adjusted in relation to subsequent conversions of the Convertible Preference Shares such that the holders of Convertible Preference Shares as a class would, if all the Convertible Preference Shares were subsequently converted, hold the same proportion of the aggregate net asset value of the Company attributable to the holders of the Ordinary Shares as a class as if the aggregate amount paid to the holders of Ordinary Shares through such buy-back tender offer had been paid as an interim dividend, such adjustment to become effective as at the earlier of the date of cancellation of the relevant Ordinary Shares and

the date the relevant Ordinary Shares are placed into treasury;

2.13.13.5 if while any Convertible Preference Shares remain capable of being converted into Ordinary Shares, the Company shall pay or make any capital distribution to the holders of Ordinary Shares and the Conversion Rate does not fall to be adjusted under Articles 2.13.13.2, 2.13.13.3 or 2.13.13.4 above, the Conversion Rate shall be adjusted in relation to subsequent conversions of the Convertible Preference Shares in such a manner as an investment bank or broker selected by the Company, considers fair and reasonable to take account of the portion of the capital distribution attributable to one Ordinary Share, such adjustment to become effective as at the date that such capital distribution is actually made;

2.13.13.6 if while any Convertible Preference Shares remain capable of being converted into Ordinary Shares, the Company shall issue any new Ordinary Shares to the holders of Ordinary Shares by way of rights, or issue or grant to holders of Ordinary Shares any options, warrants or other rights to subscribe for or purchase Ordinary Shares, in each case at less than 90% of the Current Market Price per Ordinary Share on the business day immediately preceding the date of the announcement of the terms of such issue or grant, the Company shall have the option to:

(a) adjust the Conversion Rate in relation to subsequent conversions of the Convertible Preference Shares in accordance with the following formula:

$$A \div \frac{B + C}{B + D}$$

where

A = the current Conversion Rate

B = the number of Ordinary Shares in issue

immediately before the date of such announcement

C = the number of Ordinary Shares which the aggregate consideration (if any) receivable for the Ordinary Shares issued by way of rights, or for the options or warrants or other rights issued by way of rights and for the total number of Ordinary Shares deliverable on the exercise thereof, would purchase at the Current Market Price per Ordinary Share

D = the aggregate number of Ordinary Shares issued to the holders of Ordinary Shares by way of rights or, as the case may be, comprised in the grant

Such adjustment shall become effective as at the date of issue or grant of such rights shares; or

- (b) make a similar offer to each holder of Convertible Preference Shares as if such Convertible Preference Shares had been converted into Ordinary Shares at the Conversion Rate applicable on the business day immediately preceding the record date for such issue or grant; and

2.13.13.7 if while any Convertible Preference Shares remain capable of being converted into Ordinary Shares, the Company determines that an adjustment should be made to the Conversion Rate as a result of one or more events or circumstances not referred to in any of Articles 2.13.13.1 to 2.13.13.6 above, the Company shall, at its own expense and acting reasonably, request an investment bank or broker to determine as soon as practicable what adjustment (if any) to the Conversion Rate is fair and reasonable to take account of such event or circumstance, and the Conversion Rate shall be adjusted in relation to subsequent conversions of the Convertible Preference Shares accordingly, provided that an adjustment shall only



be made pursuant to this Article 2.13.13.7 if such investment bank or broker is requested to make such a determination not more than 21 days after the occurrence of the relevant event or circumstance.

- 2.13.14 The Company shall:
- 2.13.14.1 promptly upon the grant of any options, warrants or any other rights or any modification of rights or the making of any offer or capital distribution (as applicable) pursuant to any of Articles 2.13.13.1 to 2.13.13.6 above, make an announcement of the terms thereof; and
  - 2.13.14.2 not make any capital distribution pursuant to Article 2.13.13.5 unless the investment bank or broker referred to in that Article has been selected by the Company and has agreed to make the fair market determination required by that Article.
- 2.13.15 Whenever the Conversion Rate is adjusted pursuant to Article 2.13.13, the Company shall, as soon as practicable, publish details of such adjustment on its website, and shall notify holders of Convertible Preference Shares in accordance with the rules of any Relevant Stock Exchange on which the Convertible Preference Shares are listed.
- 2.13.16 Where more than one event which gives rise to an adjustment to the Conversion Rate occurs within such a short period of time that, in the opinion of an investment bank or broker selected by the Company, a modification to the operation of the adjustment provisions is required in order to give the intended result, such modification shall be made to the operation of the adjustment provisions as may be advised by such investment bank or broker to be in their opinion appropriate to give such intended result.
- 2.13.17 If any doubt or dispute arises concerning an adjustment of the Conversion Rate in accordance with Article 2.13.13, the board shall refer the matter to an investment bank or broker, and such investment bank's or broker's opinion as to the amount of the adjustment shall be conclusive and binding on all concerned.

- 2.13.18 No adjustment shall be made to the Conversion Rate where such adjustment (rounded down as provided in this Article 2.13.18) would be less than one per cent. of the Conversion Rate then applicable. On any adjustment, the resultant Conversion Rate will be rounded down to the nearest two decimal places.
- 2.13.19 No adjustment will be made to the Conversion Rate where Ordinary Shares or other securities are issued to employees (including directors holding executive office) of the Company or any of its subsidiary undertakings or any associated company of the Company (as defined in section 256 of the UK Companies Act) or pursuant to any employee share scheme (as defined in section 1166 of the UK Companies Act).
- 2.13.20 In the event of a Potential Takeover:
- 2.13.20.1 the Company shall give the holders of Preference Shares a Takeover Notice no earlier than 40 business days before but not later than 20 business days before the expected date of it completing or becoming effective, which notice shall contain reasonable details of the Potential Takeover;
- 2.13.20.2 each holder of Convertible Preference Shares shall be entitled by no later than the 10<sup>th</sup> business day from the date the Takeover Notice is given to notify the Company that it requires all (but not part) of its Convertible Preference Shares to be converted into Ordinary Shares at the applicable Conversion Rate on the date that the Potential Takeover completes or becomes effective and, subject to the provisions of the Law, the Company shall be obliged to convert any such Convertible Preference Shares into Ordinary Shares at the applicable Conversion Rate on the date that the Potential Takeover completes or becomes effective;
- 2.13.20.3 any such notice as may be given in accordance with Article 2.13.20.2 shall be irrevocable in respect of the Convertible Preference Shares to which it relates provided that the Potential Takeover completes or becomes effective by no later than the date which is 40 business days after the date on which the Takeover Notice was

given by the Company and in the event it has not so completed or become effective any Takeover Notice previously given pursuant to Article 2.13.20.1 in respect of such Potential Takeover shall lapse and, if the Potential Takeover remains capable of completing or becoming effective, the Company shall be required to give a further Takeover Notice pursuant to Article 2.13.20.1 in respect of the relevant Potential Takeover;

2.13.20.4 following the expiry of the notice period referred to in Article 2.13.20.2 the Company may notify any holder of Convertible Preference Shares that has not notified the Company in accordance with Article 2.13.20.2 of its intention to convert its entire holding of Convertible Preference Shares into Ordinary Shares that the Company intends to redeem such Convertible Preference Shares in accordance with Article 2.14; and

2.13.20.5 in the event that a Potential Takeover completes or becomes effective, any Convertible Preference Shares that remain in issue following such completion shall cease to be convertible into Ordinary Shares.

For the purposes of this Article 2.13.20 and Article 2.14, a Potential Takeover effected (i) by way of a takeover offer shall be deemed to complete on the fourteenth day after such offer becomes unconditional in all respects; (ii) by way of an amalgamation under Part VI of the Law shall be deemed to complete on the fourteenth day after such amalgamation is recorded on the register of companies in Guernsey; and (iii) by way of an arrangement under Part VIII of the Law shall be deemed to complete on the fourteenth day after such scheme is sanctioned by the court.

## 2.14 **Redemption**

2.14.1 Subject to the provisions of the Law:

2.14.1.1 on or at any time following the date that a Potential Takeover completes or becomes effective as specified in Article 2.13.20, the Company may (at its sole discretion)

elect to redeem, on a pro rata basis, all or any Convertible Preference Shares then issued and outstanding (the “**Takeover Redemption Date**”); and

2.14.1.2 on the Final CPS Redemption Date, the Company shall be obliged to redeem all the Convertible Preference Shares then issued and outstanding,

(each being a “**CPS Redemption Date**”).

2.14.2 If the Company is unable lawfully to redeem in full the relevant number of Convertible Preference Shares on the relevant CPS Redemption Date, the Company shall redeem as many of such Convertible Preference Shares as may lawfully and properly be redeemed in accordance with the provisions of the Law and the Company shall redeem the balance as soon as it is lawfully and properly able to do so.

2.14.3 For each Convertible Preference Share redeemed pursuant to Article 2.14.1.1 the Company shall pay to the holder of such Convertible Preference Share an amount equal to the aggregate of (i) the CPS Fixed Amount and (ii) an amount equal to 3.5 pence for each completed calendar year (and, in respect of any part calendar year, such amount shall be pro-rated by reference to the number of days that have elapsed in such calendar year) that has elapsed from the Fixed Date until the Takeover Redemption Date, together with a sum equal to all arrears and accruals of the 6.5% Preference Dividend thereon to be calculated down to and including the date of actual redemption (together with any accrued interest) and to be payable irrespective of whether or not such dividend has been declared or earned or become due and payable.

2.14.4 For each Convertible Preference Share redeemed pursuant to Article 2.14.1.2 the Company shall pay to the holder of such Convertible Preference Share an amount equal to £1.35, together with a sum equal to all arrears and accruals of the 6.5% Preference Dividend thereon to be calculated down to and including the date of actual redemption (together with any accrued interest) and to be payable irrespective of whether or not such dividend has been declared or earned or become due and payable.

- 2.14.5 The 6.5% Preference Dividend shall cease to accrue on any Convertible Preference Shares redeemed pursuant to this Article 2.14 with effect from such redemption.
- 2.14.6 On the relevant CPS Redemption Date, the holder of each Convertible Preference Share held in certificated form shall be bound to deliver to the Company, at the Company's registered office (or such other place as it shall notify the holders of Convertible Preference Shares), the certificate for such Convertible Preference Shares (or an indemnity, in a form reasonably satisfactory to the board, in respect of any lost certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the register in respect of such Convertible Preference Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies.
- 2.14.7 If any holder of any Convertible Preference Shares in certificated form to be redeemed shall fail to deliver up the certificate or certificates held by him at the time and place fixed for the redemption of such shares or shall fail to accept payment of the redemption monies payable in respect thereof, the redemption monies payable to such holder shall be set aside and paid into a separate account with the Company's bankers (designated for the benefit of such holder) and such setting aside shall be deemed for all purposes hereof to be a payment to such holder and all the said holder's rights as a holder of the relevant Convertible Preference Shares shall cease and determine as from the relevant CPS Redemption Date and the Company shall thereby be discharged from all obligations in respect thereof. The Company shall not be responsible for the safe custody of the monies so placed on deposit or for interest thereon and may deduct from such monies on deposit a sum equal to any expenses incurred by the Company in connection with the placing of such monies on deposit and the administration of such deposit account (including, without limitation, bank charges).
- 2.14.8 In respect of Convertible Preference Shares held in uncertificated form, redemption shall be effected if the Company, or any sponsoring system-participant acting on behalf of the Company, receives a properly authenticated dematerialised instruction:

2.14.8.1 in the form from time to time prescribed by the board and having the effect determined by the board (subject always, so far as the form and effect of the instruction is concerned, to the facilities and requirements of the relevant Uncertificated System in accordance with the Regulations and the Rules); and

2.14.8.2 that is addressed to the Company, is attributable to the system-member who is the holder of the Convertible Preference Share(s) concerned and that specifies (in accordance with the form prescribed by the board as aforesaid) the number of Convertible Preference Shares in respect of which redemption is to be effected,

provided always that:

2.14.8.3 subject always to the facilities and requirements of the relevant system concerned, the board may in its discretion permit the holder of any Convertible Preference Share(s) in uncertificated form to redeem such shares by such other means as the board may approve; and

2.14.8.4 for the avoidance of doubt, the form of the properly authenticated dematerialised instruction as referred to above may be such as to divest the holder of the Convertible Preference Share(s) concerned of the power to transfer such Convertible Preference Shares to another person pending redemption.

2.14.9 Payment of the redemption monies due to be paid by the Company in respect of any Convertible Preference Share held in uncertificated form and due to be redeemed on the relevant CPS Redemption Date and in respect of which a properly authenticated dematerialised instruction shall have been received in accordance with the foregoing shall be made through the relevant Uncertificated System in accordance with the Regulations and the Rules or by such other means permitted by the board.

2.14.10 Save as expressly provided in this Article 2.14, the Company and the holders of the Convertible Preference Shares shall have no right to redeem the Convertible Preference Shares.

### **3 Rights attached to shares**

Subject to the provisions of the Law and to any special rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution decide.

### **Unissued shares**

#### **4 Authority to issue relevant securities**

4.1 The board may exercise the power of the Company to issue such number of shares or grant rights to subscribe for, or convert any security into, shares as may be authorised from time to time by an ordinary resolution of the Company, to expire on such date as may be specified in such resolution. In the absence of any such expiry date, such authority shall, to the extent permitted by the Law, be without expiry. Where such resolution authorises the board to grant rights to subscribe for, or convert any security into, shares (including without limitation pursuant to the issue of warrants or Convertible Preference Shares), such authority shall include, whether expressly stated in the resolution or not, an authority to issue sufficient shares to permit the exercise of the rights granted or to satisfy the terms of conversion of the relevant securities (including without limitation the issue of Ordinary Shares following the exercise of warrants and/or the conversion of Convertible Preference Shares). Without prejudice to generality of the foregoing, the board is authorised to issue the requisite number of Ordinary Shares following the exercise of any of the Warrants.

4.2 Where an authority to issue shares or grant rights to subscribe for or to convert any security into shares specifies an expiry date for such authority and expires (or has expired) on any date, event or circumstance, the board may issue shares or grant rights to subscribe for or to convert any security into shares after the expiry of such authority (including but not limited to issuing Ordinary Shares following the exercise of warrants and/or the conversion of Convertible Preference Shares) if the shares are issued or the rights are granted, in pursuance of an offer or agreement made by the Company before the authority expired and the authority allowed the Company to make an offer or agreement which would or might require shares to be issued, or rights to be granted, after the authority had expired.

4.3 Subject to the provisions of the Law and these Articles fractions of shares may be issued or purchased by the Company.

5 **Offers to shareholders to be on a pre-emptive basis**

5.1 Unless otherwise authorised by a special resolution, if the Company is proposing to allot equity securities it shall not allot any of them on any terms unless:

5.1.1 the Company has made an offer to each person who holds relevant shares and relevant employee shares to allot to him on the same or more favourable terms a proportion of those equity securities which is as nearly as practicable (fractions being disregarded) equal to the proportion in number held by him of the aggregate of relevant shares and relevant employee shares;

5.1.2 the period, which shall not be less than 21 clear days, during which any offer referred to in Article 5.1.1 may be accepted, has expired or the Company has received notice of the acceptance or refusal of every offer made.

5.2 A reference to the allotment of equity securities for the purposes of Article 5.1 includes the grant of a right to subscribe for, or to convert any securities into, relevant shares in the Company; but such a reference does not include the allotment of any relevant shares pursuant to such a right.

5.3 A reference to the allotment of equity securities also includes the sale of any relevant shares in the Company if, immediately before the sale, the shares were held by the Company as treasury shares.

5.4 Where the Company holds relevant shares as treasury shares, for the purposes of Article 5.1:-

5.4.1 the Company is not a "person who holds relevant shares"; and

5.4.2 the shares held as treasury shares do not form part of "the aggregate of relevant shares and relevant employee shares"

5.5 The pre-emption rights, set out in Article 5.1 shall not apply:

5.5.1 to a particular allotment of equity securities if these are, or are to be, wholly or partly paid up or allotted otherwise than in cash or are allotted in whole or in part otherwise than for cash; and



- 5.5.2 to the allotment of equity securities which would, apart from a renunciation or assignment of the right to their allotment, be held under an employees' share scheme.
- 5.6 An offer by the Company referred to in Article 5.1.1 shall, subject to Articles 5.7 and 5.8 be (i) made to a holder of shares in accordance with Articles 125-131 as if such offer was a notice as referred to therein and the provisions therein relating to service shall apply, mutatis mutandis and (ii) in relation to an offer by the Company of the nature described in Article 5.1.1, a reference in this Article 5 to the holder of shares of any description is to whoever was at the close of business on a date, to be specified in the offer and to fall in the period of 28 days immediately before the date of the offer, the holder of shares of that description.
- 5.7 Where equity securities are held by two or more persons jointly, the offer may be made to the joint holder first named in the register in respect of the equity securities.
- 5.8 In the case of a holder's death or bankruptcy, the offer referred to in Article 5.1 may be made:-
- 5.8.1 to the persons claiming to be entitled to the equity securities in consequence of the death or bankruptcy by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description; or
- 5.8.2 by giving the notice in any manner in which it might have been if the death or bankruptcy had not occurred.
- 5.9 Securities that the Company has offered to allot to a holder of relevant shares or relevant employee shares may be allotted to him or anyone in whose favour he has renounced his right to their allotment without contravening Article 5.1.2.
- 5.10 For the purposes of Article 5.5.1, an equity security is deemed to be paid up (including, where relevant, as to its nominal value or any premium on it) in cash, or allotted for cash, if the consideration for the allotment or payment up is cash received by the Company, or is a cheque received by it in good faith which the directors have no reason for suspecting will not be paid, or is a release of a liability of the Company for a liquidated sum, or is an undertaking to pay cash to the Company at a future date. For the purposes of Article 5.5.1 "cash" includes foreign currency.

**6 Consideration to be valued before allotment**

6.1 Before the Company may issue shares, the board must:-

6.1.1 decide the consideration for which the shares will be issued and the terms on which they will be issued, and

6.1.2 resolve that, in its opinion, the consideration for and terms of the issue are fair and reasonable to the Company.

6.2 Before the Company grants rights to subscribe for, or to convert any security into, shares in a Company, the board must:-

6.2.1 decide the consideration for which the rights or securities and, in either case, the shares will be issued and the terms on which they will be issued; and

6.2.2 resolve that, in its opinion, the consideration for and terms of the issue of the rights or securities and, in either case, the shares are fair and reasonable to the Company.

**7 Power to pay commission and brokerage**

The Company may, in connection with the issue of any shares, pay commission and brokerage.

**8 Power to increase, consolidate, sub-divide and cancel share capital**

8.1 The Company may by ordinary resolution:-

8.1.1 increase its capital by the creation of new shares of such amount as the resolution prescribes;

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

8.1.3 sub-divide its shares, or any of them, into shares of a smaller amount than is fixed by the Memorandum, but so that the proportion between the amount paid up and the amount (if any) not paid up on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;

- 8.1.4 cancel any shares which, at the date of the passing of the resolution, have not been taken up or agreed to be taken up by any person and diminish the amount of its share capital by the amount of the shares so cancelled;
- 8.1.5 convert all or any of its shares the nominal amount of which is expressed in a particular currency or former currency into shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than 3 significant figures) current on the date of the resolution or on such other day as may be specified therein;
- 8.1.6 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;
- 8.1.7 convert and/or reclassify all or any of the Preference Shares into Ordinary Shares on such terms as the relevant ordinary resolution prescribes and provided that the Company shall obtain the consent of the holders of the Preference Shares whose Preference Shares are being converted and/or reclassified pursuant to such resolution;
- 8.1.8 convert and/or reclassify all or any of the Convertible Preference Shares into Ordinary Shares on the terms set out in these Articles; and
- 8.1.9 re-designate, convert and/or re-classify any particular class of its shares into shares of another class on such terms as the relevant ordinary resolution prescribes.
- 8.2 A resolution by which any share is sub-divided may determine that, as between the holders of the shares resulting from the sub-division, one or more of the shares may have such preferred or other special rights, or may have such qualified or deferred rights or be subject to such restrictions, as compared with the other or others, as the company has power to attach to new shares.
- 8.3 If as a result of any consolidation of shares any holders would become entitled to fractions of a share, the board may deal with the fractions as it thinks fit and in particular may (on behalf of those holders) sell the shares representing the fractions to any person (including, subject to the provisions of the Law, the Company) and distribute the net proceeds of sale in due proportion among those holders (except

that any proceeds less than a sum fixed by the board may be retained for the benefit of the Company). For the purpose of any such sale the board may authorise some person to transfer the shares to or as directed by the purchaser, who shall not be bound to see to the application of the purchase money; nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings relating to the sale.

**9 Power to issue redeemable shares**

Subject to the provisions of the Law any share may with the sanction of the board be issued on terms and in such manner that it is to be redeemed or is liable to be redeemed at the option of the Company or the shareholder.

**10 Power to purchase own shares, warrants and options**

10.1 Subject to the provisions of the Law and these Articles, the Company may purchase all or any of its shares of any class (together with for the avoidance of doubt warrants and/or options over such shares), whether or not they are redeemable, and may pay the purchase price in respect of such purchase to the fullest extent permitted by the Law.

10.2 Subject to the provisions of the Law and these Articles shares repurchased by the Company may be held as treasury shares and dealt with by the directors to the fullest extent permitted by the Law.

**11 Power to provide financial assistance**

The Company and any Associated Company of the Company may at the discretion of the board give financial assistance directly or indirectly for the purpose of or in connection with the acquisition of shares in the Company or in connection with reducing or discharging any liability incurred in connection with the purchase of shares in the Company.

**12 Power to reduce capital**

Subject to the provisions of the Law and to any rights conferred on the holders of any class of shares, the Company may by special resolution reduce its share capital in any way.

**13 Power to require disclosure of beneficial interest**

13.1 The board shall have power by notice in writing to require any holder to disclose to

the Company the identity of any person other than the holder (an "**interested party**") who has any interest in a security held by the holder and the nature of such interest. For the purposes of this Article 13.1 and without limitation to the meaning of "**interest in a security**", a person shall be deemed to have an interest in a security if such person falls within Article 44.1.4 and/or Article 44.1.5.

- 13.2 Any such notice shall require any information in response to such notice to be given in writing within such reasonable time as the board shall determine.
- 13.3 The Company shall maintain at its registered office a register of interested parties to which the provisions of Sections 123 of the Law shall apply *mutatis mutandis* as if the register of interested parties was the register and whenever in pursuance of a requirement imposed on a holder 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.
- 13.4 The board may be required to exercise its powers under Article 13.1 on the requisition of holders holding at the date of the deposit of the requisition not less than one-tenth of such of the paid-up capital of the Company which carries voting rights at general meetings of the Company.
- 13.5 A requisition under Article 13.4 must:-
- 13.5.1 state that the requisitionists are requiring the Company to exercise its powers under this Article;
  - 13.5.2 specify the manner in which they require those powers to be exercised;
  - 13.5.3 give reasonable grounds for requiring the Company to exercise those powers in the manner specified; and
  - 13.5.4 be signed by the requisitionists and deposited at the office.
- 13.6 A requisition may consist of several documents in like form each signed by one or more requisitionists.
- 13.7 On the deposit of a requisition complying with Article 13.5, it is the board's duty to exercise its powers under Article 13.1 in the manner specified in the requisition.
- 13.8 If any holder has been duly served with a notice given by the board in accordance with Article 13.1 and is in default for the prescribed period 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 holder.

13.9 A direction notice may direct that, in respect of:-

13.9.1 any shares in relation to which the default occurred (all or the relevant number as appropriate of such shares being the "**default shares**"); and

13.9.2 any other shares held by the holder;

the holder shall not be entitled to attend or 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.

13.10 Where the default shares represent at least 0.25% of the class of shares concerned (calculated exclusive of any shares held as treasury shares), the direction notice may additionally direct that in respect of the default shares:-

13.10.1 any dividend (including scrip dividends) 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 holder;

13.10.2 no transfer other than an approved transfer (as set out in Article 13.13.3) of the default shares held by such holder shall be registered unless:-

13.10.2.1 the holder is not himself in default as regards supplying the information requested; and

13.10.2.2 when presented for registration the transfer is accompanied by a certificate by the holder in a form satisfactory to the board to the effect that after due and careful enquiry the holder is satisfied that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer.

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

- 13.11 If shares are issued to a holder as a result of that holder 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 holder 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 holder as such default shares. For this purpose, shares which the Company procures to be offered to holders pro rata (or pro rata ignoring fractional entitlements and shares not offered to certain holders 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 holder holding other shares in the Company.
- 13.12 Any direction notice shall have effect in accordance with its terms for as long as the default, in respect of which the direction notice was issued, continues but shall cease to have effect in relation to any shares which are transferred by such holder by means of an approved transfer as set out in Article 13.13.3. As soon as practical after the direction notice has ceased to have effect (and in any event within 7 days thereafter) the board shall procure that the restrictions imposed by Articles 13.9 and 13.10 above shall be removed and that dividends withheld pursuant to Article 13.10.1 above are paid to the relevant holder.
- 13.13 For the purpose of this Article:-
- 13.13.1 a person shall be treated as appearing to be interested in any shares if the holder 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;
- 13.13.2 the prescribed period in respect of any particular holder is 28 days from the date of service of the said notice in accordance with Article 13.1 except where the default shares represent at least 0.25% of the class of shares concerned in which case such period shall be 14 days;
- 13.13.3 a transfer of shares is an approved transfer if but only if:-
- 13.13.3.1 it is a transfer of shares to an offeror by way or in pursuance of acceptance of a public offer made to acquire all the issued shares in the capital of the Company not

already owned by the offeror or connected person of the offeror in respect of the Company; or

13.13.3.2 the board is satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the shares to a party unconnected with the holder and with other persons appearing to be interested in such shares; or

13.13.3.3 the transfer results from a sale made through a recognised investment exchange (as defined in the FSMA) or any stock exchange outside the United Kingdom on which the Company's shares are listed or normally traded.

13.14 Any holder who has given notice of an interested party in accordance with Article 13.1 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.

13.15 Where dividends or other sums payable on default shares are not paid as a result of Restrictions having been imposed, the dividends or other sums shall accrue and be payable (without interest) on the relevant Restrictions (as defined in Article 44.1.3) ceasing to apply.

13.16 The board may, at its discretion, suspend, in whole or in part, the imposition of a Restriction, either permanently or for a given period, and may pay a dividend or other sums payable in respect of the default shares to a trustee. Notice of suspension, specifying the Restrictions suspended and the period of suspension, shall be given by the Company to the relevant shareholder as soon as practicable.

13.17 If any provision of this Article 13 or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction, and (c) the invalidity or unenforceability of such provision or part thereof shall not affect the validity or enforceability of the



remainder of such provision or the validity or enforceability of any other provision of this Article 13. Each provision of this Article 13 is separable from every other provision of this Article 13, and each part of each provision of this Article 13 is separable from every other part of such provision.

13.18 In addition to the rights of the directors pursuant to Article 13.1, the directors may at any time and from time to time call upon any holder by notice in writing to provide the directors with such information, representations, certificates or forms relating to such holder (or its direct or indirect beneficial owners or account holders) that the directors determine are necessary or appropriate for the Company to (and each holder shall promptly notify the Company upon any change in circumstances that could affect the accuracy or correctness of the information, representations, certifications or forms so provided):

13.18.1 satisfy any account or payee identification, documentation or other due diligence requirements and any reporting requirements imposed under FATCA; or

13.18.2 avoid or reduce any tax otherwise imposed by FATCA (including any withholding upon any payments to such holder by the Company); or

13.19 permit the Company to enter into, comply with, or prevent a default under or termination of, an agreement of the type described in section 1471(b) of the US Internal Revenue Code of 1986.

13.20 The Company or its agents shall, if required to do so under the legislation of any jurisdiction to which any of them are subject, be entitled to release or disclose any information in their possession regarding the Company or its affairs or any of its holders (or their direct or indirect owners or account holders), including without limitation information required under FATCA. In making payments to or for the benefit of holders, the Company may also make any withholding or deduction required by FATCA.

#### 14 **Trusts not recognised**

Without prejudice to Part XXIX of the Law, except as ordered by a court of competent jurisdiction or as required by law, the Company shall not be affected or bound by or be compelled in any way to recognise (even when having notice) any equitable, contingent, future or partial interest in any share or fraction or (except only as by these Articles or by law otherwise provided) or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder and whether or not such share shall be entered in the register as held in trust, nor shall the Company be bound to see to the execution of any trust to which any share may

be subject.

## **Variation of rights**

### **15 Variation of class rights**

15.1 Whenever the capital of the Company is divided into different classes of shares, all or any of the rights for the time being attached to any class of shares in issue may from time to time (whether or not the Company is being wound up) be varied in such manner (if any) as may be provided by those rights or with the consent in writing of the holders of three-fourths in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of those shares.

15.2 All the provisions of these Articles relating to general meetings of the Company or to the proceedings at general meetings shall apply, *mutatis mutandis*, to every such separate general meeting, except that:

15.2.1 the necessary quorum at any such meeting (other than an adjourned meeting) shall be two (2) present persons holding or representing by proxy at least one-third in nominal amount of the issued shares of the class;

15.2.2 at an adjourned meeting the necessary quorum shall be one (1) person holding shares of the class in question or his proxy;

15.2.3 where the class has only one (1) holder, that holder;

15.2.4 every holder of shares of the class shall have one vote in respect of every share of the class held by him; and

15.2.5 a poll may be demanded by any one holder of shares of the class whether present in person or by proxy.

15.3 Unless otherwise expressly provided by the terms of their issue, the rights attached to any class of shares shall not be deemed to be varied or abrogated by:

15.3.1 the creation or issue of further shares ranking *pari passu* with them but in no respect in priority thereto; or

- 15.3.2 the purchase by the Company of any of its own shares in accordance with the provisions of the Law and Article 10 or;
- 15.3.3 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.
- 15.4 For the avoidance of doubt the issue of Preference Shares and/or Further Preference Shares and/or Convertible Preference Shares and/or Further Ranking Preference Shares is not and shall not be or be deemed to be an abrogation, variation or modification of the class rights attaching to the Ordinary Shares.

#### **Share certificates**

### **16 Issue of certificates**

- 16.1 A person whose name is entered in the register as the holder of any certificated shares shall be entitled to receive without charge within one month after the issue and allotment to him of those shares or five business days after the lodgement of evidence of his entitlement to shares (or within such other period as the conditions of issue may provide) one certificate for those shares, or one certificate for each class of those shares, but no certificate shall be issued to any holder who is a market nominee unless it specifically requests the company to issue one.
- 16.2 In the case of joint holders, the Company shall not be bound to issue more than one certificate for all the shares in any particular class registered in their joint names and delivery of a certificate for a share to any one of the joint holders shall be sufficient delivery to all.
- 16.3 Every share certificate shall be executed or as may be otherwise permitted by law and shall specify the number and class of the shares to which it relates and the amount or respective amounts paid upon the shares.

### **17 Charges for and replacement of certificates**

- 17.1 Except as expressly provided to the contrary in these Articles, no fee shall be charged for the issue of a share certificate.

- 17.2 Any two or more certificates representing shares of any one class held by any holder may at his request be cancelled and a single new certificate issued.
- 17.3 Where a holder has transferred part only of the shares comprised in a certificate, he shall be entitled without charge to a certificate for the balance of his shares.
- 17.4 If any holder surrenders for cancellation a certificate representing shares held by him and requests the Company to issue two or more certificates representing those shares in such proportions as he may specify, the board may, if it thinks fit, comply with the request on payment of such fee (if any) as the board may decide.
- 17.5 In the case of shares held jointly by several persons any such request may be made by any one of the joint holders.
- 17.6 If a certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued on compliance with such conditions as to evidence and indemnity as the board may think fit without charge (other than exceptional out of pocket expenses) and, if damaged or defaced, on delivery up of the old certificate.

#### **Lien on shares**

#### **18 Lien on partly paid shares**

- 18.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable (whether or not due) in respect of that share. The lien shall extend to every amount payable in respect of that share.
- 18.2 The board may at any time either generally or in any particular case declare any share to be wholly or partly exempt from the provisions of this Article.
- 18.3 Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) on that share.

#### **19 Enforcement of lien**

- 19.1 The Company may sell any share subject to a lien in such manner as the board may decide if any amount payable on the share is due and is not paid within 14 clear days after a notice has been served on the holder or any person entitled by transmission to the share demanding payment of that amount and giving notice of intention to sell in default.

19.2 To give effect to any sale under this Article, the board may authorise some person to transfer the share sold to, or in accordance with the directions of, the purchaser and the transferee shall not be bound to see to the application of the purchase money; nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings connected with the sale.

19.3 The net proceeds of the sale, after payment of the costs, shall be applied in or towards satisfaction of the amount due and any residue shall (subject to a like lien for any amounts not presently due as existed on the share before the sale), on surrender of the certificate for the shares sold, be paid to the holder or person entitled by transmission to the share immediately before the sale.

### **Calls on shares**

#### **20 Calls**

20.1 Subject to the terms of allotment, the board may make calls on the holders in respect of any monies unpaid on their shares (whether in respect of nominal amount or premium) and each holder shall (subject to his receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be revoked or postponed as the board may decide.

20.2 Any call may be made payable in one sum or by instalments and shall be deemed to be made at the time when the resolution of the board authorising that call is passed.

20.3 A person on whom a call is made shall remain liable for it notwithstanding the subsequent transfer of the share in respect of which the call is made.

20.4 The joint holders of a share shall be jointly and severally liable for the payment of all calls in respect of that share.

#### **21 Interest on calls**

If a call is not paid before or on the due date for payment, the person from whom it is due shall pay interest on the amount unpaid from the due date for payment to the date of actual payment at such rate as the board may decide and shall pay all costs, charges and expenses that the Company may have incurred by reason of such non payment, but the board may waive payment of the interest, costs, charges or expenses, wholly or in part.

22 **Sums treated as calls**

A sum which by the terms of allotment of a share is payable on allotment, or at a fixed time, or by instalments at fixed times, shall for all purposes of these Articles be deemed to be a call duly made and payable on the date or dates fixed for payment and, in case of non-payment, the provisions of these Articles shall apply as if that sum had become payable by virtue of a call.

23 **Power to differentiate**

On any issue of shares the board may make arrangements for a difference between the allottees or holders of the shares in the amounts and times of payment of calls on their shares.

24 **Payment of calls in advance**

The board may, if it thinks fit, receive all or any part of the monies payable on a share beyond the sum actually called up on it if the holder is willing to make payment in advance and, on any monies so paid in advance, may (until they would otherwise be due) pay interest at such rate as may be agreed between the board and the holder paying the sum in advance but no dividend shall be payable in respect of any monies so paid in advance.

**Forfeiture of shares**

25 **Notice of unpaid calls**

25.1 If the whole or any part of any call or instalment remains unpaid on any share after the due date for payment, the board may serve a notice on the holder requiring him to pay so much of the call or instalment as remains unpaid, together with any accrued interest and any costs, charges and expenses that may have been incurred by the Company by reason of such non payment.

25.2 The notice shall state a further day, being not less than seven clear days from the date of the notice, on or before which, and the place where, payment is to be made and shall state that, in the event of non-payment on or before the day and at the place appointed, the share in respect of which the call was made or instalment is payable will be liable to be forfeited.

25.3 The board may accept a surrender of any share liable to be forfeited.

26 **Forfeiture following non-compliance with notice**

26.1 If the requirements of a notice served under the preceding Article are not complied with, any share in respect of which it was given may (before the payment required by the notice is made) be forfeited by a resolution of the board. The forfeiture shall include all dividends declared and other monies payable in respect of the forfeited share and not actually paid before the forfeiture.

26.2 If a share is forfeited, notice of the forfeiture shall be given to the person who was the holder of the share or (as the case may be) the person entitled to the share by transmission and an entry that notice of the forfeiture has been given, with the relevant date, shall be made in the register; but no forfeiture shall be invalidated by any omission to give such notice or to make such entry.

27 **Power to annul forfeiture or surrender**

The board may, at any time before the forfeited or surrendered share has been sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon payment of all calls and interest due on or incurred in respect of the share and on such further conditions (if any) as it thinks fit.

28 **Disposal of forfeited or surrendered shares**

28.1 Every share which is forfeited or surrendered shall become the property of the Company and (subject to the provisions of the Law) may be sold, re-allotted or otherwise disposed of, upon such terms and in such manner as the board shall decide either to the person who was before the forfeiture the holder of the share or to any other person and whether with or without all or any part of the amount previously paid up on the share being credited as so paid up. The board may for the purposes of a disposal authorise some person to transfer the forfeited or surrendered share to, or in accordance with the directions of, any person to whom the same has been sold or disposed of.

28.2 A declaration in writing by a director or the secretary that a share has been forfeited or surrendered on a specified date shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts stated in it and shall (subject to the execution of any necessary transfer) constitute a good title to the share. The new holder of the share shall not be bound to see to the application of the consideration for the disposal (if any); nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings connected with the forfeiture, surrender, sale, re-allotment or disposal of the share.

**Arrears to be paid notwithstanding forfeiture or surrender**

A person, any of whose shares have been forfeited or surrendered, shall cease to be a holder in respect of the forfeited or surrendered share and shall surrender to the Company for cancellation the certificate for the share forfeited or surrendered, but shall remain liable (unless payment is waived in whole or in part by the board) to pay to the Company all monies payable by him on or in respect of that share at the time of forfeiture or surrender, together with interest from the time of forfeiture or surrender until payment at such rate as the board shall decide, in the same manner as if the share had not been forfeited or surrendered. He shall also be liable to satisfy all the claims and demands (if any) which the Company might have enforced in respect of the share at the time of forfeiture or surrender. No deduction or allowance shall be made for the value of the share at the time of forfeiture or surrender or for any consideration received on its disposal. The forfeiture of a share shall extinguish all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the holder and the Company.

**Untraced holders****30 Sale of shares of untraced holders**

30.1 The Company may sell any share of a holder, or any share to which a person is entitled by transmission, or otherwise by operation of law by giving to a person authorised to conduct business on the London Stock Exchange an instruction to sell it at the best price reasonably obtainable, if:

30.1.1 during the relevant period at least three dividends have become payable in respect of the share to be sold and have been sent by the Company in accordance with Article 113;

30.1.2 no dividend payable during the relevant period in respect of the share has been claimed;

30.1.3 during the relevant period no warrant or cheque in respect of the share sent to the registered address and in the manner provided by these Articles for sending such payments has been cashed;

30.1.4 during the relevant period no communication has been received by the Company from the holder or the person entitled by transmission to the share;



30.1.5 after expiry of the relevant period the Company has published advertisements in both a national newspaper and in a newspaper circulating in the area in which the registered address is located, in each case giving notice of its intention to sell the share;

30.1.6 during the period of three months following the publication of those advertisements (or if published on different dates the last thereof) and after that period until the exercise of the power to sell the share, the Company has not received any communication from the holder or the person entitled by transmission to the share.

For the purposes of this Article 30.1 the "relevant period" means the period of 12 years immediately preceding the date of publication of the first of any advertisement published pursuant to Article 30.1.5.

30.2 The Company's power of sale shall extend to any further share which on or before the date of publication of the first advertisement published pursuant to Article 30.1.5, is issued in right of a share to which Article 30.1 applies (or in right of any share to which this Article 30.2 applies) if the conditions set out in Articles 30.1.1 to 30.1.6 (inclusive) have been satisfied in relation to the further share since the date of allotment of the further share but for this purpose the relevant period shall be deemed to be the period commencing on the date of allotment of the further share and ending immediately prior to the publication of the first advertisement published pursuant to Article 30.1.5.

30.3 To give effect to any sale, the board may authorise some person to transfer the share to, or in accordance with the directions of, the purchaser and the new holder of the share shall not be bound to see to the application of the purchase money; nor shall his title to the share be affected by any irregularity in, or invalidity of, the proceedings connected with the sale.

### 31 **Application of proceeds of sale**

31.1 The Company shall account to the person entitled to the share at the date of sale for a sum equal to the net proceeds of sale and shall be deemed to be his debtor, and not a trustee for him, in respect of them.

31.2 Pending payment of the net proceeds of sale to such person, the proceeds may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company, if any) as the board may from time to time decide.

31.3 No interest shall be payable in respect of the net proceeds and the Company shall not be required to account for any monies earned on the net proceeds.

32 **Right to suspend posting of notices**

If on two consecutive occasions notices or other documents have been sent through the post to any holder at his registered address but have been returned undelivered, such a holder shall not from then on be entitled to receive notices or other documents from the Company until he shall have communicated with the Company and supplied in writing or, if the board agrees, by electronic communication a new registered address.

**Transfer of shares**

33 **Right to transfer shares**

Subject to these Articles, a holder may transfer all or any of his shares in any manner which is permitted by the Law or in any other manner which is from time to time approved by the board.

34 **Transfer of certificated shares**

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 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 transfer in respect of shares which are not fully paid shall also be signed by the transferor. 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

35 **Transfer of uncertificated shares**

35.1 Under and subject to the Regulations and the Rules, the directors shall have power to implement such arrangements as they may, in their absolute discretion, think fit in order for any class of shares to be admitted to settlement by means of an Uncertificated System. Where they do so, Articles 35.2 and 35.3 shall commence to

have effect immediately prior to the time at which the Relevant Authorised Operator admits the class to settlement by means of the relevant Uncertificated System.

35.2 In relation to any class of shares which, for the time being, an Authorised Operator has admitted to settlement by means of an Uncertificated System, and for so long as such class remains so admitted, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with:

35.2.1 the holding of shares of that class in uncertificated form;

35.2.2 the transfer of title to shares of that class by means of that Uncertificated System; or

35.2.3 the Regulations and the Rules.

35.3 Without prejudice to the generality of Article 35.2 and notwithstanding anything contained in these Articles where any class of shares is, for the time being, admitted to settlement by means of an Uncertificated System:

35.3.1 such securities may be issued in uncertificated form in accordance with and subject as provided in the Regulations and the Rules;

35.3.2 unless the directors otherwise determine, such securities held by the same holder or joint holder in certificated form and uncertificated form shall be treated as separate holdings;

35.3.3 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 Regulations and the Rules;

35.3.4 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 an Uncertificated System and as provided in the Regulations and the Rules 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;

35.3.5 the Company shall comply in all respect with the Regulations and the Rules;

- 35.3.6 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;
- 35.3.7 the maximum number of joint holders of a share shall be four;
- 35.4 Words and expressions not specifically defined in this Article shall bear the same meaning as those words and expressions are defined in the Regulations and the Rules.
- 35.5 Subject to such restrictions of these Articles as may be applicable:-
- 35.5.1 any holder may transfer all or any of his uncertificated shares by means of an Uncertificated System in such manner provided for, and subject to the Regulations and the Rules and accordingly no provision of these Articles shall apply in respect of any uncertificated shares 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;
- 35.5.2 any holder 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
- 35.5.3 an instrument of transfer of a certificated share shall be signed by or on behalf of the transferor and, unless the shares is fully paid, by or on behalf of the transferee. An instrument of transfer of a certificated share need not be under seal.

**36 Power to refuse registration of transfers of shares**

- 36.1 The board may, in its absolute discretion and without giving a reason, refuse to register a transfer of any share in certificated form or (to the extent permitted by the Regulations and the Rules) uncertificated form which is not fully paid or on which the Company has a lien provided or if:-
- 36.1.1 it is in respect of more than one class of shares;
- 36.1.2 it is in favour of more than four joint transferees;
- 36.1.3 in the case of certificated shares, it is delivered for registration to the office or such other place as the Board may decide, 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,

provided in the case of a share which is listed on a stock exchange, 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.

36.2 The Board may decline to register a transfer of an uncertificated share which is traded through an Uncertificated System, subject to and in accordance with the Regulations and the Rules.

### 37 **Other provisions on transfers**

37.1 The transferor shall be deemed to remain the holder of the shares transferred until the name of the transferee is entered in the register in respect of those shares.

37.2 No fee shall be charged in respect of the registration of any transfer, probate, letters of administration or other document or instruction relating to or affecting the title to any shares.

37.3 Any instrument of transfer which is registered shall, subject to Article 132, be retained by the Company, but any instrument of transfer which the board refuses to register shall (except in any case of fraud) be returned to the person depositing the same.

### 38 **Notice of refusal of transfer**

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

### 39 **Closure of register**

The registration of transfers may be suspended at such times and for such periods as the directors may from time to time determine provided that such registration of transfers shall not be suspended for more than thirty (30) days in any year except that, in respect of any shares which are participating shares in an Uncertificated System, the register shall not be closed without the consent for the relevant Authorised Operator. Any such suspension shall be communicated to the holders, giving reasonable notice of such suspension by means of an RIS.

40 **Renunciations of allotment**

Nothing in these Articles shall preclude the board from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

**Transmission of shares**

41 **Transmission on death**

If a member dies, the survivor, where the deceased was a joint holder, and his personal representatives where he was a sole or the only surviving holder, shall be the only person or persons recognised by the Company as having any title to his shares; but nothing in these Articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly.

42 **Election of person entitled by transmission**

42.1 A person becoming entitled to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to a transmission by operation of law may, on producing such evidence as the board may require and subject as provided in this Article, elect either to be registered himself as the holder of the share or to have some person nominated by him registered as the holder of the share.

42.2 If he elects to be registered himself, he shall give to the Company a notice signed by him to that effect. If he elects to have another person registered, he shall execute a transfer of the share to that person.

42.3 A person entitled by transmission to a share in uncertificated form who elects to have some other person registered as the holder of the share shall either:-

42.3.1 procure that instructions are given by means of a relevant system to effect transfer of such uncertificated share to that person; or

42.3.2 change the uncertificated share into certificated form and execute an instrument of transfer of that certificated share to that person.

42.4 All the provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer signed by the person from whom the title by transmission is derived and the death or bankruptcy of the member had not occurred.

43 **Rights of person entitled by transmission**

43.1 A person becoming entitled to a share in consequence of a death or bankruptcy of a member or of any other event giving rise to a transmission by operation of law shall have the right to receive and give a discharge for any dividends or other monies payable in respect of the share and shall have the same rights in relation to the share as he would have if he were the holder except that, until he becomes the holder, he shall not be entitled to attend or vote at any meeting of the Company or any separate general meeting of the holders of any class of shares in the Company.

43.2 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 after 90 days the notice has not been complied with, the board may withhold payment of all dividends or other monies payable in respect of the share until the requirements of the notice have been complied with.

44 **Disclosure of interests in shares**

44.1 For the purposes of this Article:

44.1.1 "Notifiable Interest" means any time when the aggregate number of a class or series of securities in which a shareholder of the Company is interested in percentage terms in (including through a combination of such interests) is equal to or more than 3 per cent. of the aggregate outstanding shares of that class of securities of the Company;

44.1.2 "Operator" means EUI Limited or any other operator authorised under the Regulations to operate an Uncertificated System and appointed by the Company from time to time;

44.1.3 "Restrictions" means one or more of the restrictions imposed by a direction notice pursuant to Articles 13.9 and 13.10 (as determined by the board);

44.1.4 a person is for the purposes of this Article interested in a security if he (i) has an interest of the nature described in the definition of "interest in a security" and without prejudice to the foregoing, (ii) he is also taken to have an interest in securities if:

44.1.4.1 he holds, directly or indirectly, a financial instrument falling within DTR 5.3.1R(1), subject to the exemption in DTR

5.3.1R(2), relating to the securities of the Company which would count towards the applicable thresholds in DTR 5 for the purpose of determining whether he would have to make a notification in accordance with DTR 5.1.2, if DTR 5 were to apply to the Company, and the extent of his interest in securities of the Company as a result of his direct or indirect holding of such financial instrument for the purposes of these Articles and in particular his disclosure of interest obligations pursuant to this Article 44 will be equal to the percentage of voting rights he holds or is deemed to hold through his direct or indirect holding of such financial instrument as determined by DTR 5 (as if it applied to the Company);

44.1.4.2 he has an interest in a right to subscribe for or convert into a security;

44.1.4.3 he has a right to control directly or indirectly the exercise of any right conferred by the holding of securities alone or in conjunction with any person and in such case interest shall be deemed to include the interest of any other person deemed to be so acting in concert;

44.1.4.4 he has an interest as a beneficiary of a trust of property where such interest in securities is comprised in the property;

and persons having a joint interest are taken each of them to have that interest if;

44.1.4.5 he enters into a contract for their purchase by him (whether for cash or other consideration);

44.1.4.6 not being the registered holder he is entitled to exercise any right conferred by the holding of securities, he is entitled to acquire or dispose of any such right or is entitled to control the exercise of any such right and for the purposes of this Article 44.1.4.6 this shall include but not be limited to the following cases (or a combination of them);



- (a) the voting rights attached to the securities are held by a third party with whom that person has concluded an agreement, which obliges them to adopt, by concerted exercise of the voting rights they hold, a lasting common policy towards the management of the company; or
- (b) voting rights attached to the securities held by a third party under an agreement concluded with that person providing for the temporary transfer for consideration of the voting rights in question; or
- (c) voting rights attached to securities which are lodged as collateral with that person provided that person controls the voting rights and declares his intention of exercising them; or
- (d) voting rights attaching to securities in which that person has the life interest; or
- (e) voting rights which are held, or may be exercised within the meaning of Articles 44.1.4.6(a) to 44.1.4.6(d) or, in cases 44.1.4.6(f) and 44.1.4.6(h) by a firm undertaking investment management, or by a management company, by an undertaking controlled by that person; or
- (f) voting rights attaching to securities deposited with that person which the person can exercise at its discretion in the absence of specific instructions from the registered shareholders; or
- (g) voting rights attaching to the securities held by a third party in his own name on behalf of that person; or
- (h) voting rights which that person may exercise as a proxy where that person can exercise as a proxy where that person can exercise the voting rights

at his discretion in the absence of specific instructions from the registered shareholders; or

- (i) if otherwise than by virtue of having an interest under a trust he has a right to call for delivery of the securities to himself or to his order whether the right or obligation is conditional or absolute; or
- (j) if otherwise than by virtue of having an interest under a trust he has a right to acquire an interest in shares or is under an obligation to take an interest in shares whether the right or obligation is conditional or absolute; or
- (k) he holds any Financial Instruments (as defined below) directly or indirectly, which result in an entitlement to acquire, on such holder's own initiative alone, under an agreement which is binding under the applicable law, securities to which voting rights are attached, already issued, of the company.

44.1.5 a person shall be treated as appearing to be interested in relevant securities if the person holding the default shares is an Operator and the person in question has notified the Operator that he is so interested.

44.1.6 "Financial Instruments" means transferable securities and options, futures, swaps, forward rate agreements and any other derivative contracts provided that they result in an entitlement to acquire, on the holder's own initiative alone, under an agreement which is binding under applicable law, securities to which voting rights are attached, already issued of the company and provided the instrument holder enjoys, on maturity, either the unconditional right to acquire the underlying securities or the discretion as to his right to acquire such securities or not.

44.2 Where a shareholder in the Company either:

44.2.1 to his knowledge acquires a Notifiable Interest, or ceases to have a Notifiable Interest; or

44.2.2 becomes aware that he has acquired a Notifiable Interest, or that he has ceased to have a Notifiable Interest in which he was previously interested,

he shall notify the Company without delay of his interest.

44.3 The obligation to disclose in Article 44.2 also arises where there is an increase or a decrease in the percentage level of a shareholder's Notifiable Interest, and for these purposes if the percentage level is not a whole number it shall be rounded down to the next whole number.

44.4 Any notification under Article 44.2 shall identify the shareholder of the Company so interested, the nature and extent of his interest, and the date on which he acquired or ceased to hold a Notifiable Interest or on which there was an increase or decrease in the percentage level of his Notifiable Interest.

44.5 Where a notice is served on an Operator in accordance with Article 13.1, the obligations of the Operator shall be limited to disclosing information recorded by it relating to a person appearing to be interested in the securities held by it.

### **General meetings**

#### **45 Annual general meetings**

The board shall convene and the Company shall hold annual general meetings in accordance with the requirements of the Law.

#### **46 General meetings**

Annual general meetings and extraordinary general meeting shall be called general meetings.

#### **47 Convening of general meetings**

47.1 The board may convene a general meeting whenever it thinks fit.

47.2 A general meeting may also be convened in accordance with Article 91.

47.3 A general meeting shall also be convened by the board on the requisition of holders pursuant to the provisions of the Law or, in default, may be convened by such requisitions, as provided by the Law.

47.4 The board shall comply with the provisions of the Law regarding the giving and the circulation, on the requisition of holders, of notices of resolutions and of statements with respect to matters relating to any resolution to be proposed or business to be dealt with at any general meeting of the Company.

47.5 Save as otherwise provided in these Articles, all the provisions of these Articles and of the Law relating to general meetings of the Company and to the proceedings thereat shall apply, *mutatis mutandis*, to every class meeting. A director who is entitled to receive notice of general meetings of the Company in accordance with Article 47.4 shall also be entitled, unless he has notified the secretary in writing of his contrary desire, to receive notice of all class meetings. At any class meeting the holders of shares of the relevant class shall on a poll have one vote in respect of each share of that class held by them.

48 **Orderly conduct of meetings**

48.1 The board may both prior to and during any general meeting make any arrangements and impose any restrictions which it considers appropriate to ensure the security and/or the orderly conduct of any such general meeting, including, without limitation, arranging for any person attending any such meeting to be searched, for items of personal property which may be taken into any such meeting to be restricted and for any person (whether or not a holder of the Company) who refuses to comply with any such arrangements or restrictions to be refused entry to or excluded from any such meeting.

48.2 The chairman of any general meeting of the Company shall take such action as he thinks fit, subject to the Law, to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting, including, without limitation, asking any person or persons (whether or not a holder or holders of the Company) to leave the meeting and, if necessary, having such person or persons excluded from the meeting. The decision of the chairman on matters relating to the orderly conduct of a meeting and on any other matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his determination, acting in good faith, as to whether any matter is of such nature. Nothing in this Article 48.2 shall limit any other power vested in the chairman.

48.3 The board may make such arrangements as it shall in its absolute discretion consider to be appropriate for any of the following purposes:-

48.3.1 to regulate the level of attendance at any place specified for the holding of a general meeting or any adjournment of such a meeting; or

48.3.2 to ensure the safety of people attending at any such place; or

48.3.3 to facilitate attendance at such meeting or adjournment;

and may from time to time vary any such arrangements or make new arrangements in their place. Such arrangements may include, without prejudice to the generality of the foregoing, the issue of tickets or the use of some random means of selection or otherwise as the board shall consider to be appropriate.

48.4 The board may when specifying the place of the meeting:

48.4.1 direct that the meeting shall be held at a place specified in the notice ("**Main Meeting Place**") at which the chairman of the meeting shall preside; and

48.4.2 make arrangements for simultaneous attendance and participation at another place or other places by holders and proxies otherwise entitled to attend the general meeting but excluded from it under the provisions of this Article 48.4 or who wish to attend at the other place or any of such other places.

48.5 Such arrangements for simultaneous attendance may include arrangements for regulating the level of attendance in the manner aforesaid at the other place or any of such other places.

48.6 The holders present in person or by proxy at the other place or places pursuant to the provisions of Article 48.4.2 shall be counted in the quorum for, and entitled to vote at, the meeting in question, and that meeting shall be duly constituted and its proceedings shall be duly constituted and its proceedings valid if the chairman of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that holders attending all the meeting places are able to:

48.6.1 participate in the business for which the meeting has been convened;

48.6.2 hear and see all persons who speak (whether by use of microphones, loudspeakers, audio-visual communications equipment or otherwise) in the Main Meeting Place and the other place or places for the meeting; and

- 48.6.3 be heard and seen by all other persons present in the same way.
- 48.7 If it appears to the chairman of the meeting that the facilities at the Main Meeting Place or at the other place or places have become inadequate for the purpose referred to in Article 48.6, then the chairman may, without the consent of the meeting, interrupt or adjourn the meeting. All business conducted at that meeting up to the time of adjournment shall be valid. The provisions of Article 55.2 shall apply to that adjournment.
- 48.8 For the purposes of all other provisions of these Articles (unless the context requires otherwise) the holders shall be deemed to be meeting in one place, and that shall be the Main Meeting Place.
- 48.9 If after the sending of notice of a general meeting but before the meeting is held, or after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the board decides that it is impracticable or unreasonable to hold the meeting on the date or at the time or at the Main Meeting Place specified in the notice calling the meeting (or any of the other places, in the case of a meeting to which Article 48.4.2 applies), it may postpone the meeting to another date, time and place. When a meeting is postponed, notice of the date, time and place of the postponed meeting shall, be placed in at least two national newspapers in the United Kingdom and La Gazette Officielle. No new notice of the meeting need be sent. The board must take reasonable steps to ensure that a holder trying to attend the meeting at the original date, time and place is informed of the new arrangements.
- 48.10 A proxy appointed in relation to a postponed meeting may, if by means of an instrument, be delivered to the office or to such other place (including outside of the Bailiwick of Guernsey) as may be specified by or on behalf of the Company in accordance with Article 69.1.1 or, if in electronic form, be received at the address (if any) specified by or on behalf of the Company in accordance with Article 69.1.2, at any time not less than 48 hours before any postponed time appointed for holding the meeting.
- 48.11 The Main Meeting Place or the other place or places where holders are present in person or by proxy for general meetings must be located outside the United Kingdom.

## **Notice of general meetings**

### **49 Length and form of notice**

- 49.1 A general meeting shall be called by not less than fourteen (14) clear days' notice. A general meeting may be called by shorter notice than otherwise required if all the holders entitled to attend and vote so agree. The requirement for a general meeting may be waived by the holders in accordance with Section 201 of the Law.
- 49.2 Notices may be published on a website in accordance with Section 208 of the Law.
- 49.3 Notice of a general meeting of the Company must be sent to:-
- 51.3.1 every holder other than any holder who, under the provisions of these Articles or the terms of issue of the shares which they hold, are not entitled to receive such notices from the Company and also to the auditors;
  - 51.3.2 every director; and
  - 51.3.3 every alternate director registered as such.
- 49.4 In Article 49.3, the reference to holders includes only persons registered as holders.
- 49.5 Notice of a general meeting of a company must:-
- 49.5.1 state the time and date of the meeting;
  - 49.5.2 state the place of the meeting;
  - 49.5.3 specify the general nature of any business to be put to the meeting;
  - 49.5.4 contain the information required under Section 178(6)(a) of the Law in respect of a resolution which is to be proposed as a special resolution at the meeting; and
  - 49.5.5 contain the information required under Section 179(6)(a) of the Law in respect of a resolution which is to be proposed as a waiver resolution at the meeting.
- 49.6 Notice of a general meeting must state the general nature of the business to be dealt with at the meeting.

49.7 Where, by any provision of the Law, special notice is required of a resolution, the resolution is not effective unless notice of the intention to move it has been given to the Company at least twenty-eight (28) clear days before the date of the meeting at which it is moved.

49.8 The Company must, where practicable, give its holders notice of any such resolution in the same manner and at the same time as it gives notice of the meeting.

49.9 Where that is not practicable, the Company must give its holders notice at least fourteen (14) clear days before the meeting –

49.9.1 by notice in La Gazette Officielle, or

49.9.2 in any other manner deemed appropriate by the board.

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

49.11 In every notice calling a meeting of the Company there must appear a statement informing the holder of:-

49.11.1 his rights to appoint a proxy and under Section 222 of the Law; and

49.11.2 the right to appoint more than one proxy.

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

## 50 **Amendments to resolutions**

50.1 No amendment to a resolution duly proposed as a special resolution (other than a mere clerical amendment to correct an obvious error) may be considered.

50.2 No amendment to a resolution duly proposed as an ordinary resolution may be considered or voted on (other than a mere clerical amendment to correct an obvious error) unless:

50.2.1 at least forty-eight hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolutions is to be proposed, notice in writing of the terms of the amendment has been



lodged by means of an instrument at the office, or received in electronic form at such address (if any) as may for the time being be specified by or on behalf of the Company for the purpose of receiving electronic communications; and

50.2.2 the proposed amendment does not, in the reasonable opinion of the chairman, materially alter the scope of the resolution.

50.3 If an amendment shall be proposed to any resolution but shall be ruled out of order by the chairman, acting in good faith, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

#### 51 **Omission or non-receipt of notice**

The accidental omission to send a notice of a meeting, or to send any notification where required by the Law or these Articles in relation to the publication of a notice of meeting on a website, or to send a form of proxy where required by the Law or these Articles, to any person entitled to receive it, or the non-receipt for any reason of any such notice or notification or form of proxy by that person, whether or not the Company is aware of such omission or non-receipt, shall not invalidate the proceedings at that meeting.

#### **Proceedings at general meetings**

#### 52 **Quorum**

52.1 No business, other than the appointment of a chairman, shall be transacted at any general meeting unless the requisite quorum is present when the meeting proceeds to business.

52.2 Except as otherwise provided by these Articles two holders present in person or by proxy and entitled to vote on a poll shall be a quorum.

52.3 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of holders, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week (or, if that day is not a business day, to the next business day) and at the same time and place, as the original meeting, or to such other day, and at such other time and place, as the board may decide and in the latter case not less than seven clear days' notice of the adjourned meeting shall be given in any manner in which notice of a meeting may lawfully be given for the time being.

52.4 If at an adjourned meeting a quorum is not present within 15 minutes from the time fixed for holding the meeting, any two holders who are present in person or by proxy and entitled to vote on a poll shall be a quorum, failing which the meeting shall be dissolved.

53 **Chairman**

53.1 At each general meeting, the chairman of the board or, if he is absent or unwilling, the deputy chairman (if any) of the board or (if more than one deputy chairman is present and willing) the deputy chairman who has been longest in such office or, if no deputy chairman is present and willing, then one of the other directors who is appointed for the purpose by the board or (failing appointment by the board), by the holders present, shall preside as chairman of the meeting, but if no director is present within 15 minutes after the time fixed for holding the meeting or, if none of the directors present is willing to preside, the holders present and entitled to vote shall choose one of their number to preside as chairman of the meeting by an ordinary resolution.

54 **Directors entitled to attend and speak**

54.1 Whether or not he is a holder, a director shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares of the Company.

55 **Adjournment**

55.1 With the consent of any meeting at which a quorum is present the chairman of the meeting may (and if so directed by the meeting shall) adjourn the meeting from time to time or sine die and from place to place.

55.2 In addition, the chairman of the meeting may at any time without the consent of the meeting adjourn the meeting (whether or not it has commenced or a quorum is present) to another time and/or place if, in his opinion, it would facilitate the conduct of the business of the meeting to do so, notwithstanding that by reason of such adjournment some holders may be unable to be present at the adjourned meeting. Any such holder may nevertheless appoint a proxy for the adjourned meeting in accordance with Article 69.1.

55.3 Nothing in this Article 55 shall limit any other power vested in the chairman to adjourn the meeting.

55.4 Whenever a meeting is adjourned for 30 days or more, at least seven clear days' notice of the adjourned meeting shall be given in any manner in which notice of a meeting may lawfully be given for the time being but otherwise no person shall be entitled to any notice of any adjourned meeting or of the business to be transacted at an adjourned meeting.

55.5 No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.

56 **Method of voting and demand for poll**

56.1 At a general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before or immediately after the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is demanded by:

56.1.1 the chairman of the meeting; or

56.1.2 not less than five (5) holders present in person or by proxy having the right to vote on the resolution; or

56.1.3 a holder or holders present in person or by proxy representing in aggregate not less than one-tenth of the total voting rights of all the holders having the right to vote on the resolution; or

56.1.4 a holder or holders present in person or by proxy holding shares conferring the right to vote on the resolution on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right,

and a demand for a poll by a person as proxy for a holder shall be as valid as if the demand were made by the holder himself.

56.2 No poll may be demanded on the appointment of a chairman of the meeting.

56.3 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

56.4 Unless a poll is demanded (and the demand is not withdrawn), a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of that fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

57 **Taking a poll**

57.1 If a poll is demanded (and the demand is not withdrawn), it shall be taken at such time (either at the meeting at which the poll is demanded or within 30 days after the meeting), at such place and in such manner as the chairman of the meeting shall direct and he may appoint scrutineers (who need not be holders).

57.2 A poll demanded on a question of adjournment shall be taken at the meeting without adjournment.

57.3 It shall not be necessary (unless the chairman of the meeting otherwise directs) for notice to be given of a poll whether taken at or after the meeting at which it was demanded.

57.4 On a poll votes may be given either personally or by proxy and a holder entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

57.5 The result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

58 **Continuance of business after demand for poll**

The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

59 **Chairman's casting vote**

In the case of an equality of votes, either on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, as the case may be, shall be entitled to a further or casting vote in addition to any vote or votes to which he may be entitled.

## **Votes of holders**

### **60 Voting rights**

60.1 Subject to the provisions of these Articles and to any special rights or restrictions as to voting for the time being attached to any shares:

60.1.1 on a show of hands, every holder who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member, shall have one vote; and

60.1.2 on a poll, every holder who is present in person or by proxy shall have one vote for every share in the Company held by him.

60.2 Subject to any rights or restrictions attached to any shares, on a vote on a resolution on a poll every holder present in person or by proxy shall have one vote for every share of which he is the holder.

### **61 Representation of corporations**

61.1 Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of the Company or of any class of members of the Company; and the representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member present at the meeting in person, including (without limitation) power to vote on a show of hands or on a poll and to demand or concur in demanding a poll, save that a director, the secretary or other person authorised for the purpose by the secretary may require such person to produce a certified copy of the resolution of authorisation permitting him to exercise his powers.

61.2 A director, the secretary or other person authorised for the purpose by the secretary may require such person to produce a certified copy of the resolution of authorisation permitting him to exercise his powers.

### **62 Voting rights of joint holders**

If more than one of the joint holders of a share tenders a vote on the same resolution, whether personally or by proxy, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote(s) of the other joint holder(s); and for this purpose seniority shall be determined by the order in which the names stand in the register in respect of the relevant share.

63 **Voting rights of holders incapable of managing their affairs**

A holder in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person in the nature of a receiver or curator bonis appointed by that court, and the receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the board of the authority of the person claiming the right to vote shall be produced at the office (or at such other place as may be specified for the deposit of instruments appointing a proxy) not later than the last time by which an instrument appointing a proxy must be deposited in order to be valid for use at the meeting or adjourned meeting or on the holding of the poll at or on which that person proposes to vote and, in default, the right to vote shall not be exercisable.

64 **Voting rights suspended where sums overdue**

Unless the board otherwise decides, a holder shall not be entitled to vote, either in person or by proxy, at any general meeting or at any separate general meeting of the holders of any class of shares in the Company in respect of any share held by him unless all calls and other sums presently payable by him in respect of that share have been paid. No holder shall be entitled to vote in respect of any shares unless he has been registered as their holder.

65 **Objections to admissibility of votes**

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

66 **Written Resolutions**

66.1 Resolutions of the members may be approved in writing if so determined by the directors or the members in accordance with Part XIII of the Law and every member voting thereon shall have one vote for each share subject to any special voting powers or restrictions.

66.2 Notice specifying the proposed resolution in writing may be sent by the Company to members by post or by facsimile or such other telephonic or electronic means of written communications as the board may, subject to the Law, determine at any time.

- 66.3 Notices of proposed written resolutions forwarded by post shall be sent to the address of such members entered in the register. Notices forwarded by any telephonic or electronic means of written communication shall be forwarded to such destination as the member in question may at any time designate in writing signed by him.
- 66.4 Notices of proposed written resolutions shall incorporate or be accompanied by an instrument to be signed by or on behalf of the member to who it is addressed for the purpose of approving the same.
- 66.5 Any notice of a proposed written resolution shall specify a date and time (whether greater or lesser than any period for the time being prescribed by the Law) at which the instrument or instruments signed by or on behalf of the members voting in favour thereof shall be counted and at which the resolution if approved by the requisite majority shall become effective. No instrument received or signature appended thereto after such time shall be counted.
- 66.6 Notwithstanding anything else contained herein (and in particular the method of sending the notice of and instrument for approving the written resolution to members) all such instruments containing such approval shall be in writing and signed by the member or members in question. The signature of a member shall be acceptable for such purposes if received by facsimile telephonic transmission or in any other way specified in the notice.
- 66.7 The accidental omission to give notice of any proposed written resolution to or the non-receipt of such notice by any member shall not invalidate any resolution or any proposed resolution otherwise duly approved.

### **Proxies**

#### **67 Proxies**

- 67.1 A holder is entitled to appoint another person (who need not be a holder) as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. A holder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him.
- 67.2 Deposit of an instrument of proxy shall not preclude a holder from attending and voting in person at the meeting or on the poll concerned.

67.3 Without prejudice to Article 69.7, no instrument of proxy shall be valid except for the meeting or meetings mentioned in it (including on any poll demanded at any such meeting).

68 **Form of proxy**

Subject to the provisions of the Law, 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.

69 **Deposit of proxy**

69.1 The appointment of a proxy shall:

69.1.1 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 office or such other place as may be specified by or on behalf of the Company for that purpose not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 48.9) at which the person named in the instrument proposes to vote; or

69.1.2 in the case of an appointment contained in an electronic form, where a Relevant Electronic Address has been specified by or on behalf of the Company for the purpose of receiving documents or information in electronic form:

69.1.2.1 in, or by way of note to, the notice convening the meeting; or

69.1.2.2 in any form of proxy sent by or on behalf of the Company in relation to the meeting; or

69.1.2.3 in any invitation in an electronic form to appoint a proxy issued by or on behalf of the Company in relation to the meeting,



be received at such address not less than 48 hours before the time appointed for holding the meeting or adjourned meeting (or any postponed time appointed for holding the meeting pursuant to Article 48.9) at which the person named in the appointment proposes to vote; or

69.1.3 where a poll is taken more than 48 hours after it is demanded, be delivered or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

69.1.4 where a poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director,

The Directors have the discretion but shall not be required to treat any appointment of proxy received after the times specified in this Article as valid. In calculating the periods mentioned in this Article 69.1 and Article 69.2, the board may specify in any case that no account shall be taken of any part of a day that is not a working day ("working day" having the meaning given to that term in the Law).

69.2 Without limiting the foregoing, in relation to any shares which are held in uncertificated form, the board may from time to time permit appointments of a proxy to be made by electronic means in the form of an uncertificated proxy instruction (that is, a properly authenticated dematerialised instruction as determined by the Rules and the Regulations, and/or other instruction or notification, which is sent by means of the relevant system concerned and received by such participant in that system acting on behalf of the Company as the directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the directors (subject always to the facilities and requirements of the relevant system concerned)); and may in a similar manner permit supplements to, or amendments or revocations of, any such uncertificated proxy instruction to be made by like means. The board may in addition prescribe the method of determining the time at which any such properly authenticated dematerialised instruction (and/or other instruction or notification) is to be treated as received by the Company or such participant. The board may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a holder of a share as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

- 69.3 An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so received for the purposes of any meeting shall not require again to be received for the purposes of any subsequent meeting to which it relates.
- 69.4 Where the appointment of a proxy is expressed to have been or purports to have been executed by a person on behalf of the holder of a share:
- 69.4.1 the Company may treat the appointment as sufficient evidence of the authority of that person to execute the appointment on behalf of that holder; and
- 69.4.2 that holder shall, if requested by or on behalf of the Company at any time, send or procure the sending of any written authority under which the appointment has been executed, or a copy of such authority certified notarially or in some other way approved by the board, to such address and by such time as may be specified in the request and, if the request is not complied with in any respect, the appointment may be treated as invalid.
- 69.5 A proxy appointment which is not delivered or received in accordance with Article 69.1, or in respect of which Article 69.4 has not been complied with, shall be invalid.
- 69.6 No proxy appointment shall be valid more than twelve months from the date of execution.
- 69.7 A proxy appointment shall be deemed to include the right to demand, or join in demanding a poll but shall not confer any further right to speak at a meeting except with the permission of the chairman. The proxy appointment shall also be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The proxy appointment shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates, subject to Article 69.6.
- 69.8 If two or more valid but differing instruments of proxy in writing are received in respect of the same share for use at the same meeting or poll, the one which is last delivered or received (regardless of its date or of the date or time of its execution or transmission) shall be treated as replacing and revoking the others.

69.9 The board may determine at its discretion when a proxy appointment shall be treated as delivered or received for the purposes of these Articles.

70 **Notice of revocation of proxy**

70.1 Notice of the revocation of the appointment of a proxy may be given in any lawful manner which complies with the Law and any directions (if any) made by the directors to govern the revocation of a proxy.

70.2 A vote cast or a poll demanded by a proxy or by the duly authorised representative of a corporation shall not be rendered invalid by reason of the previous death or insanity of the appointor or by the revocation of the proxy or the authority under which the proxy was executed or, pending registration thereof, by the transfer of the share in respect of which the vote is cast or the poll is demanded unless notice of the death, insanity or revocation of the transfer shall have been delivered or received by the Company not later than the latest time at which the proxy should have been delivered or received by the Company in order to be valid for use at the meeting or adjourned meeting at which the proxy is used, or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) not later than 24 hours before the time of the taking of the poll at which the vote is cast. Such notice of determination shall be either by means of an instrument delivered to the office or to such other place as may be specified by or on behalf of the Company in accordance with Article 69.1.1 or contained in an electronic communication received at the address (if any) specified by or on behalf of the Company in accordance with Article 69.1.2, regardless of whether any relevant proxy appointment was effected by means of an instrument or contained in an electronic communication. For the purpose of this Article, an electronic communication which contains such notice of determination need not be in writing if the board has determined that the electronic communication which contains the relevant proxy appointment need not be in writing.

**Directors**

71 **Number of directors**

The directors (other than alternate directors) shall not, unless otherwise determined by an ordinary resolution of the Company, be less than three but there shall be no maximum number of directors.

72 **Directors need not be holders**

A director need not be a holder of the Company. A director who is not a holder of the Company shall nevertheless be entitled to attend and speak at general meetings and class meetings.

73 **Age of directors**

No person shall be disqualified from being appointed a director, and no director shall be required to vacate that office, by reason only of the fact that he has attained the age of 70 years or any other age.

**Appointment, retirement and removal of directors**

74 **Appointment of directors by the Company in general meeting**

74.1 Subject to the provisions of these Articles, the Company may by ordinary resolution appoint any person who has, in writing, consented to being a director and declared that they are not ineligible to act as a director, either to fill a vacancy or as an additional director.

74.2 No person (other than a director retiring by rotation or otherwise) shall be appointed or re-appointed a director at any general meeting unless:

74.2.1 he is recommended by the board; or

74.2.2 not less than seven nor more than 42 clear days before the date appointed for the meeting there has been given to the Company, by a holder (other than the person to be proposed) entitled to vote at the meeting, notice of his intention to propose a resolution for the appointment of that person, stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors and a notice executed by that person of his willingness to be appointed.

75 **Separate resolutions for appointment of each director**

Every resolution of a general meeting for the appointment of a director shall relate to one named person and a single resolution for the appointment of two or more persons shall be void unless a resolution that it shall be so proposed has been first agreed to by the meeting without any vote being cast against it.

76 **The board's power to appoint directors**

The board may appoint any person eligible in accordance with Section 137 of the Law who is willing to act to be a director, either to fill a vacancy or by way of addition to their number.

77 **Retirement of directors**

77.1 At each annual general meeting any director who has been appointed by the board since the previous annual general meeting and any director selected to retire by rotation pursuant to Article 78 shall retire from office.

77.2 A retiring director shall be eligible for re-appointment and (unless he is removed from office or his office is vacated in accordance with these Articles) shall retain office until the close of the meeting at which he retires or (if earlier) when a resolution is passed at that meeting not to fill the vacancy or to appoint another person in his place or the resolution to re-appoint him is put to the meeting and lost.

77.3 If at any meeting at which the appointment of a director ought to take place the office vacated by a retiring director is not filled, the retiring director, if willing to act, shall be deemed to be re-appointed, unless at the meeting a resolution is passed not to fill the vacancy or to appoint another person in his place or unless the resolution to re-appoint him is put to the meeting and lost.

78 **Selection of directors to retire by rotation**

78.1 At each annual general meeting:

78.1.1 one-third of the directors (excluding any director who has been appointed by the board since the previous annual general meeting) or, if their number is not an integral multiple of three, the number nearest to one-third but not exceeding one-third shall retire from office (but so that if there are fewer than three directors who are subject to retirement by rotation under this Article one shall retire); and

78.1.2 any director who is not required to retire by rotation in accordance with Article 78.1.1 but who has been in office for three years or more since his appointment or his last re-appointment or who would (but for the operation of this Article 78.1.2) have held office at not less than three consecutive annual general meetings of the Company without retiring shall retire from office.

78.2 The directors to retire by rotation at each annual general meeting in accordance with Article 78.1.1 shall be the directors who, at the date of the notice of the meeting, have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

78.3 The names of the directors to retire by rotation shall be stated in the notice of the annual general meeting or in any document accompanying the notice. The directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the board at the start of business on the date of the notice convening the annual general meeting and no directors shall be required to retire or be relieved from retiring by reason of any change in the number or identity of the directors after that time but before the close of the meeting.

#### 79 **Removal of directors**

79.1 The Company may by ordinary resolution, remove any director before his period of office has expired notwithstanding anything in these Articles or in any agreement between him and the Company.

79.2 A director may also be removed from office by the service on him of a notice to that effect signed by all the other directors.

79.3 Any removal of a director under this Article shall be without prejudice to any claim which such director may have for damages for breach of any agreement between him and the Company.

#### 80 **Vacation of office of director**

Without prejudice to the provisions of these Articles for retirement or removal, the office of a director shall be vacated:

80.1 if he is prohibited by law from being a director; or

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

80.3 if he is, or may be, suffering from mental disorder and in relation to that disorder either he is admitted to hospital for treatment or an order is made by a court (whether in the Bailiwick of Guernsey or elsewhere) for his detention or for the

appointment of some person to exercise powers with respect to his property or affairs; or

- 80.4 if for more than six months he is absent (whether or not an alternate director attends in his place), without special leave of absence from the board, from meetings of the board held during that period and the board resolves that his office be vacated; or
- 80.5 if he serves on the Company notice of his wish to resign, in which event he shall vacate office on the service of that notice on the Company or at such later time as is specified in the notice; or
- 80.6 if he becomes resident and/or ordinarily resident in the United Kingdom and, as a result thereof a majority of the directors are resident and/or ordinarily resident in the United Kingdom.

## 81 **Executive directors**

- 81.1 The board may appoint one or more directors to hold any executive office or employment under the Company (including that of chairman, chief executive or managing director) for such period (subject to the provisions of the Law) and on such terms as it may decide and may revoke or terminate any appointment so made without prejudice to any claim for damages for breach of any contract of service between the director and the Company.
- 81.2 The remuneration of a director appointed to any executive office or employment shall be fixed by the board and may be by way of salary, commission, participation in profits or otherwise and either in addition to or inclusive of his remuneration as a director.
- 81.3 A director appointed to any executive office or employment shall automatically cease to hold that office if he ceases to be a director.

## **Alternate directors**

### 82 **Power to appoint alternate directors**

- 82.1 Each director may appoint another director or any other person who has, in writing, consented to act as his alternate and declared that he is not ineligible to so act as his alternate, and may remove him from that office. Provided that a director who is neither resident nor ordinarily resident in the United Kingdom shall not be entitled to appoint an alternate director who is resident or ordinarily resident in the United Kingdom. The appointment as an alternate director of any person who is not himself

a director shall be subject to the approval of a majority of the directors or a resolution of the board.

- 82.2 An alternate director shall be entitled to receive notice of all meetings of the board and of all meetings of committees of which the director appointing him is a holder, to attend and vote at any such meeting at which the director appointing him is not personally present and at the meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at the meeting the provisions of these Articles shall apply as if he were a director.
- 82.3 Every person acting as an alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the provisions of these Articles relating to directors and shall alone be responsible to the Company for his acts and defaults and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director.
- 82.4 The authority of any director appointed to any executive office or employment shall be the same and shall not exceed the authority of any director appointed to any non-executive office or employment.
- 82.5 Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director, but he shall count as only one for the purpose of determining whether a quorum is present.
- 82.6 Any person appointed as an alternate director shall vacate his office as alternate director if the director by whom he has been appointed vacates his office as director (otherwise than by retirement at a general meeting of the Company at which he is re-elected) or removes him by notice to the Company or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office.
- 82.7 Every appointment or removal of an alternate director shall be by notice in writing signed by the appointor (or in any other manner approved by the board) and shall be effective (subject to Article 82.1) on delivery at the office, to the secretary or at a meeting of the board.



## **Remuneration, expenses and pensions**

### **83 Remuneration of directors**

83.1 The directors shall be paid out of the funds of the Company by way of remuneration for their services as directors.

83.2 The directors shall be paid out of the funds of the Company by way of fees such sums as the directors shall from time to time determine.

### **84 Special remuneration**

84.1 The board may grant special remuneration to any director who performs any special or extra services to or at the request of the Company.

84.2 Such extra or special remuneration may be paid by way of lump sum, salary, commission, participation in profits or otherwise as the board may decide in addition to any remuneration provided for by or pursuant to any other Article.

### **85 Expenses**

A director shall be paid out of the funds of the Company all travelling, hotel and other expenses properly incurred by him in and about the discharge of his duties, including his expenses of travelling to and from meetings of the board, committee meetings, general meetings and separate meetings of the holders of any class of securities of the Company.

### **86 Pensions and other benefits**

The board may exercise all the powers of the Company to pay, provide or procure the grant of pensions or other retirement or superannuation benefits and death, disability or other benefits, allowances or gratuities to any person who is or has been at any time a director of the Company or in the employment or service of the Company or of any company which is or was a subsidiary of or associated with the Company or of the predecessors in business of the Company or any such subsidiary or Associated Company or the relatives or dependants of any such person. For that purpose the board may procure the establishment and maintenance of, or participate in or contribute to, any non-contributory or contributory pension or superannuation fund, scheme or arrangement and pay insurance premiums.

**Directors' and officers' liability insurance**

Subject to the provisions of and to the extent permitted by the Law, the board may purchase and maintain for or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability or expense incurred by him in relation to the Company or any Associated Company of the Company or any third party in respect of any act or omission in the actual or purported discharge of the duties of the relevant office concerned or otherwise in connection with the holding of that relevant office and for this purpose "relevant office" means that of director, officer or employee of the Company or any company which is or was an Associated Company of the Company or any predecessor in business of the Company or of any such Associated Company or that of trustee of any pension fund or retirement, death or disability scheme or other trust for the benefit of any officer or employee or former officer or former employee of the Company or any such Associated Company or of any such predecessor in business or their respective dependants.

**Powers of the board****88 General powers of the board to manage Company's business**

- 88.1 The business of the Company shall be managed by the board which may exercise all the powers of the Company, subject to the provisions of the Law, the Memorandum, these Articles and any special resolution of the Company. No special resolution or alteration of the Memorandum or these Articles shall invalidate any prior act of the board which would have been valid if the resolution had not been passed or the alteration had not been made.
- 88.2 The powers given by this Article shall not be limited by any special authority or power given to the board by any other Article or any resolution of the Company.
- 88.3 The board shall cause minutes to be made and maintained at the office or in such other place in Guernsey as the board may think fit in books provided for the purpose of all resolutions and proceedings at meetings of the board and of board committees in accordance with Section 154 of the Law.
- 88.4 The board shall cause minutes and records of other corporate resolutions to be made and maintained at the office or in such other place in Guernsey as the board may think fit in accordance with Sections 228 and 230 of the Law of all proceedings at general meetings or otherwise and all decisions of a sole member if applicable.

89 **Power to act notwithstanding vacancy**

The continuing directors or the sole continuing director at any time may act notwithstanding any vacancy in their number; but, if the number of directors is less than the minimum number fixed by or in accordance with these Articles, they or he may act for the purpose of filling up vacancies or calling a general meeting of the Company, but not for any other purpose. If no director is able to act, then any two holders may summon a general meeting for the purpose of appointing directors.

90 **Power to borrow money**

Subject to the provisions of the Law the board may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of its undertaking, property and assets (both present and future) and uncalled capital and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

**Delegation of board's powers**

91 **Committees and Delegation**

91.1 The board may delegate any of its powers, authorities and discretions (with power to sub-delegate) including without prejudice to the generality of the foregoing all powers, authorities and discretions whose exercise involves or may involve the payment of remuneration to, or the conferring of any other benefit on, all or any of the directors to any committee consisting of such person or persons (whether directors or not) as it thinks fit.

91.2 The proceedings of a committee with two or more holders shall be governed by any regulations imposed on it by the board and (subject to such regulations) by the provisions of these Articles regulating the proceedings of the board so far as they are capable of applying.

92 **Local boards**

92.1 The board may establish any local or divisional board or agency for managing any of the affairs of the Company and may appoint any persons to be members of a local or divisional board, or to be managers or agents, and may fix their remuneration.

92.2 The board may delegate such to any local or divisional board, manager or agent any of its powers, authorities and discretions, other than its power to make calls, forfeit shares, borrow money or issue shares or other securities, and may authorise the

members of any local or divisional board (with power to sub-delegate) or any of them to fill any vacancies and to act notwithstanding vacancies.

92.3 Any appointment or delegation under this Article 92 may be made on such terms and subject to such conditions as the board thinks fit and the board may remove any person so appointed, and may revoke or vary any delegation, but no person dealing in good faith shall be affected by the revocation or variation.

### 93 **Powers of attorney**

93.1 A power of attorney given by the Company shall be valid if executed by the Company under the common signature of the Company.

93.2 The board may by power of attorney or otherwise appoint any person to be the agent of the Company on such terms (including terms as to remuneration) as it may decide and may delegate to any person so appointed any of its powers, authorities and discretions (with power to sub-delegate). The board may remove any person appointed under this Article and may revoke or vary the delegation, but no person dealing in good faith shall be affected by the revocation or variation.

### 94 **President**

94.1 The board may appoint any person who, in its opinion, has rendered outstanding services to the Company to be president to the Company.

94.2 The appointment may be made for a fixed or ascertainable term or for life and a president so appointed may be removed from his appointment only by ordinary resolution of the Company in general meeting or the appointment may be made without specifying its term and a president so appointed may be removed from his appointment either by ordinary resolution or by the board.

94.3 The president need not be a director of the Company and shall not by reason only of his being president be deemed to be a director or an officer of the Company for the purposes of the Law, but may, if invited to do so by the board, attend and speak at any meeting of the directors and any general meeting. The president shall not, unless he is also a director, be entitled to vote at any meeting of the directors.

94.4 The remuneration and other terms and conditions of any such appointment shall be fixed by the board.

**Designation as "director" or "executive director"**

The board may, at any time and from time to time, appoint any person (not being a director) to any executive position or employment under the Company having a title or designation which includes the word "director" and may terminate any such appointment. The inclusion of the word "director" in the title or designation of any such position or employment shall not imply that the holder is a director of the Company or that he is authorised or empowered to act as, or is liable as, a director of the Company in any respect and he shall not be deemed to be a director for any purpose. The board may also, at any time from time to time, appoint any person to any executive position or employment under the Company having a title or designation "executive director". The inclusion of the word "executive" in the title or designation of any such position or employment shall not indicate that the holder has any more control, authority, responsibility or power than any person appointed having a title or designation of "non-executive" or any other title that does not include the word "executive" in the title or designation.

**Directors' interests****96 Directors' interests and voting**

- 96.1 Subject to the provisions of the Law a director shall not be disqualified by his office from entering into any contract with the Company, either with regard to his tenure of any office or position in the management, administration or conduct of the business of the Company or as vendor, purchaser or otherwise. Subject to the interest of the director being duly declared, a contract entered into by or on behalf of the Company in which any director is in any way interested shall not be liable to be avoided; nor shall any director so interested be liable to account to the Company for any benefit resulting from the contract by reason of the director holding that office or of the fiduciary relationship established by his holding that office.
- 96.2 A director may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period (subject to the provisions of the Law) and upon such terms as the board may decide and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the board may decide, either in addition to or in lieu of any remuneration under any other provision of these Articles.
- 96.3 A director may be or become a member or director of, or hold any other office or place of profit under, or otherwise be interested in, any other company in which the

Company may be interested and shall not be liable to account to the Company for any benefit received by him as a member or director of, or holder of any other office or place of profit under, or his other interest in, that company.

96.4 The board may cause the voting rights conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of that other company to be exercised in such manner in all respects as it thinks fit (including the exercise of voting rights in favour of any resolution appointing the directors or any of them as directors or officers of the other company or voting or providing for the payment of any benefit to the directors or officers of the other company).

96.5 A director may act by himself or his firm in a professional capacity for the Company (except as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director.

96.6 (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 the nature and extent of that interest in accordance with the Law.

(2) Article 96.6(1) does not apply if:-

(a) the transaction or proposed transaction is between the director and the Company; and

(b) the transaction or proposed transaction is or is to be entered into in the ordinary course of the Company's business and on usual terms and conditions.

(3) A general disclosure to the board to the effect that a director has an interest (as director, officer, employee, member or otherwise) in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party is sufficient disclosure of interest in relation to that transaction.

(4) Nothing in Articles 96.6(1), (2) and (3) applies in relation to:-

(a) remuneration or other benefit given to a director;

(b) insurance purchased or maintained for a director in accordance with Section 158 of the Law; or

- (c) qualifying third party indemnity provision provided by a director in accordance with Section 159 of the Law.
- (5) A director is interested in a transaction to which the Company is a party if the director:-
- (a) is a party to, or may derive a material benefit from, the transaction;
  - (b) has a material financial interest in another party to the transaction;
  - (c) is a director, officer, employee or member of another party (other than a party which is an Associated Company) who may derive a material financial benefit from the transaction;
  - (d) is the parent, child or spouse of another party who may derive a material financial benefit from the transaction; or
  - (e) is otherwise directly or indirectly materially interested in the transaction.
- (6) A director is not interested in a transaction to which the Company is a party if the transaction comprises only the giving by the Company of security to a third party which has no connection with the director, at the request of the third party, in respect of a debt or obligation of the Company for which the director or another person has personally assumed responsibility in whole or in part under a guarantee, indemnity or security.

96.7 A director shall not vote (or be counted in the quorum at a meeting) in respect of any resolution concerning his own appointment (including fixing or varying its terms), or the termination of his own appointment, as the holder of any office or place of profit with the Company or any other company in which the Company is interested but, where proposals are under consideration concerning the appointment (including fixing or varying its terms), or the termination of the appointment, of two or more directors to offices or places of profit with the Company or any other Company in which the Company is interested, those proposals may be divided and a separate resolution may be put in relation to each director and in that case each of the directors concerned (if not otherwise debarred from voting under this Article 96) shall be entitled to vote (and be counted in the quorum) in respect of each resolution unless it concerns his own appointment or the termination of his own appointment.

96.8 A director shall also not vote (or be counted in the quorum at a meeting) on any resolution relating to any contract or arrangement or any other proposal whatsoever in which he knows he (together with any interest of any person connected with him) has a material interest and, if he purports to do so, his vote shall not be counted, but this prohibition shall not apply and a director may vote (and be counted in the quorum) in respect of any resolution concerning any one or more of the following matters:

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

96.8.2 the giving of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;

96.8.3 any contract concerning an offer of shares, debentures or other securities of or by the Company or any of its subsidiary undertakings for subscription or purchase in which offer he is or may be entitled to participate as a holder of securities or he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;

96.8.4 any contract in which he is interested by virtue of his interest in shares, debentures or other securities of the Company or otherwise in or through the Company;

96.8.5 any contract concerning any other company in which he is interested, directly or indirectly and whether as an officer, shareholder, creditor or otherwise, unless the Company is one in which he has a relevant interest and for this purpose:

96.8.5.1 a company shall be deemed to be one in which a director has a relevant interest if and so long as he (together with persons connected with him (as defined in Article 96.12)) to his knowledge holds an interest in shares representing 1% or more of any class of the equity share capital of that company or of the voting rights available to members of



that company or if he can cause 1% or more of those voting rights to be exercised at his direction; and

96.8.5.2 where a company in which a director is deemed for the purposes of this Article to have a relevant interest is materially interested in a contract, he shall also be deemed to be materially interested in that contract;

96.8.6 any contract relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates;

96.8.7 any proposal concerning the purchase or maintenance of insurance for the benefit of persons including directors.

96.9 In the case of an alternate director, an interest of his appointor shall be treated as an interest of the alternate in addition to any interest which the alternate otherwise has.

96.10 If any question arises at any meeting as to the materiality of an interest of a director (other than the chairman of the meeting) or as to the entitlement of any director (other than the chairman of the meeting) to vote and the question is not resolved by his voluntarily agreeing to abstain from voting, the question shall be referred to the chairman of the meeting and his ruling in relation to the director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the director concerned, so far as known to him, has not been fairly disclosed. If any question shall arise in respect of the chairman of the meeting and is not resolved by his voluntarily agreeing to abstain from voting, the question shall be decided by a resolution of the board (for which purpose the chairman shall be counted in the quorum but shall not vote on the matter) and the resolution shall be final and conclusive except in a case where the nature or extent of the interest of the chairman, so far as known to him, has not been fairly disclosed.

96.11 In this Article references to a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract.

96.12 For the purposes of this Article 96 a person shall be treated as being connected with a Director if that person is:-

96.12.1 a spouse, child (under the age of eighteen) or step child (under the age of eighteen) of the director; or

- 96.12.2 an associated body corporate which is a company in which the director alone, or with connected persons, is directly or indirectly beneficially interested in 20 per cent or more of the nominal value of the equity share capital or is entitled (alone or with connected persons) to exercise or control the exercise of more than 20 per cent of the voting power at general meetings; or
- 96.12.3 a trustee (acting in that capacity) of any trust, the beneficiaries of which include the director or persons falling within paragraphs (a) or (b) above excluding the trustees of an employees' share scheme or pension scheme; or
- 96.12.4 a partner (acting in that capacity) of the director or persons in categories (a) to (c) above.

### **Proceedings of the board**

#### **97 Board meetings**

The board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director at any time may, and the secretary at the request of a director at any time shall, summon a board meeting.

#### **98 Notice of board meetings**

Notice of a board meeting shall be deemed to be properly given to a director if it is given to him personally or by word or mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given by him to the Company for this purpose. A director absent or intending to be absent from Guernsey may request the board that notices of board meetings shall during his absence be sent in writing or in electronic form to him (or to his alternate) at an address given by him to the Company for this purpose, but if no such request is made it shall not be necessary to give notice of a board meeting to any director who is for the time being absent from Guernsey. A director may waive notice of any meeting either prospectively or retrospectively.

#### **99 Quorum**

The quorum necessary for the transaction of the business of the board may be fixed by the board and, unless so fixed at any other number, shall be two directors. For

the purposes of this Article an alternate appointed by a director shall be counted in a quorum at a meeting at which the director appointing him is not present. Subject to the provisions of these Articles, any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the board meeting if no other director objects and if otherwise a quorum of directors would not be present.

100 **Chairman or deputy chairman to preside**

The chairman, or failing him any deputy chairman (the senior in office taking precedence, if more than one is present), shall, if present and willing, preside at all meetings of the directors but, if no chairman or deputy chairman has been appointed or if he is not present within five minutes after the time fixed for holding the meeting or is unwilling to act as chairman of the meeting, the directors participating in the meeting shall choose one of their number to act as chairman of the meeting.

101 **Competence of meetings**

A meeting of the board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions for the time being vested in or exercisable by the board.

102 **Voting**

Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.

103 **Telephone and video conference meetings**

103.1 A meeting of the board may consist of a conference between directors some or all of whom are in different places, provided that each director who participates is able:

103.1.1 to hear each of the other participating directors addressing the meeting; and

103.1.2 if he wishes, to address all of the other participating directors simultaneously, whether by conference telephone or by video conference or by any other form of communications equipment (whether in use when these Articles are adopted or developed subsequently) or by a combination of any such methods.

103.2 A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum, subject to the provisions of Article 99.

103.3 A meeting held in this way is deemed to take place at the place from where the chairman of the meeting participates.

#### 104 **Resolutions in writing**

104.1 A resolution in writing signed or approved by all the directors entitled to notice of a meeting of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly called and constituted. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the directors concerned. For the purpose of this Article:

104.1.1 a resolution may be by means of an instrument or contained in an electronic communication sent to such address (if any) as may for the time being be notified by the Company for that purpose;

104.1.2 a resolution may consist of several instruments each executed by one or more directors or several electronic communications, each sent by one or more directors, or a combination of both; and

104.1.3 a resolution executed by an alternate director need not also be executed by his appointor.

#### 105 **Validity of Acts of directors in spite of formal defect**

All acts bona fide done by the board, or of a committee, or by any person acting as a director or member of a committee, shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the board or committee or of the person so acting, or that they or any of them were disqualified or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed and qualified to be a director and had continued to be a director or member of the committee and had been entitled to vote.

#### 106 **Minutes**

106.1 The board shall cause minutes to be made in books kept for the purpose:

106.1.1 of all appointments of officers made by the board;

106.1.2 of the names of all the directors present at or participating in each meeting of the board or of any committee; and

106.1.3 of all resolutions and proceedings of all meetings of the Company and of any class of holders, and of the directors and of any committee (including any meetings held in accordance with Article 103).

### **Secretary**

#### 107 **Secretary**

The secretary shall be appointed by the board for such term, at such remuneration and on such conditions as it thinks fit, and the board may remove from office any person so appointed (without prejudice to any claim for damages for breach of any contract between him and the Company). If thought fit two or more persons may be appointed as joint secretaries. The board may also appoint from time to time on such terms as it may think fit one or more deputy and/or assistant secretaries.

### **Seal**

#### 108 **Seal**

108.1 The Company may exercise the powers conferred by the Law with regard to having official seals and those powers shall be vested in the board.

108.2 The board shall provide for the safe custody of every seal of the Company.

108.3 Every seal of the Company shall be kept and used only outside the United Kingdom.

108.4 A seal shall be used only by the authority of the board or a duly authorised committee. The board may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with or affixed by some mechanical means.

108.5 Unless otherwise decided by the board:

108.5.1 certificates for shares, debentures or other securities of the Company need not be signed; and

108.5.2 every other instrument to which a seal is applied shall be signed by at least one director and the secretary or by at least two directors.

## **Authentication of documents**

### 109 **Authentication of documents**

Any director or the secretary or any person appointed by the directors for the purpose shall have power to authenticate any document affecting the constitution of the Company and any resolution passed at a general meeting or at a meeting of the directors or any committee, and any book, record, document or account relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any book, record, document or account is elsewhere than at the office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the directors as aforesaid. A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

## **Dividends**

### 110 **Declaration of dividends by the Company**

Subject to Articles 2.3 and 2.9, the Company may, by ordinary resolution, declare a dividend to be paid to the holders of Ordinary Shares, according to their respective rights and interest in the Company, and may fix the time for payment of such dividend, but no dividend shall exceed the amount recommended by the board.

### 111 **Fixed and interim dividends**

Subject to Articles 2.3 and 2.9, the board may pay such interim dividends as appear to the board to be justified by the financial position of the Company and may also pay any dividend payable at a fixed rate at intervals settled by the board, whenever the financial position of the Company, in the opinion of the board, justifies its payment. If the board acts in good faith, none of the directors shall incur any liability to the holders of shares conferring preferred rights for any loss they may suffer in consequence of the payment of an interim dividend on any shares having non-preferred or deferred rights.

112      **Calculation and currency of dividends**

112.1      Except insofar as the rights attaching to, or the terms of issue of, any share otherwise provide:

112.1.1      all dividends shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share;

112.1.2      all dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; and

112.1.3      dividends may be declared or paid in any currency.

112.2      The board may agree with any holder that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the amount to be paid in the other currency shall be calculated and paid and for the Company or any other person to bear any costs involved.

113      **Method of payment**

113.1      The Company may pay any dividend or other sum payable in respect of a share in cash or by cheque, dividend warrant, or money order and may send the same by post to the registered address of the holder or in the case of joint holders to the registered address of that person whose name stands first in the register, or to such person and address as the holder or joint holders may direct in writing. Every cheque, warrant, or order is sent at the risk of the person entitled to the money represented by it and shall be made payable to the order of the person or persons entitled and the payment of the cheque, warrant or order shall be a good discharge to the Company.

113.2      In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or by means of a relevant system and to or through such person as the holder or joint holders may direct in writing, and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or when it has acted on any such direction.

113.3      Any joint holder or other person jointly entitled to any share may give an effective receipt for all dividends and other monies paid in respect of the share.

113.4 Any dividend or other sum payable in respect of a share may be paid to a person or persons entitled by transmission to that share as if he or they were the holder or joint holders of that share and his address (or the address of the first named of two or more persons jointly entitled) noted in the register were the registered address.

113.5 Any payment in the case of an uncertificated share, where the Company is authorised to do so by or on behalf of the holder or joint holders in such manner as the Company shall from time to time consider sufficient, may be made by means of the relevant system (subject always to the facilities and requirements of the relevant system) and without prejudice to the generality of the foregoing such payment may be made by the sending by the Company or any person on its behalf of an instruction to the Operator of the relevant system to credit the cash memorandum account (being an account so designated by the Operator of the relevant system) of the holder or joint holders of such shares; and the making of a payment by means of the relevant system shall be a good discharge to the Company.

113.6 Any dividend or other sum payable in respect of a share may be paid to a person or persons entitled by transmission to that share as if he or they were the holder or joint holders of that share and his address (or the address of the first named of two or more persons jointly entitled) noted in the register were the registered address.

114 **Dividends not to bear interest**

No dividend or other monies payable by the Company on or in respect of any share shall bear interest as against the Company unless otherwise provided by the rights attached to the share.

115 **Calls or debts may be deducted from dividends**

The board may deduct from any dividend or other monies payable to any person (either alone or jointly with another) on or in respect of a share all such sums as may be due from him (either alone or jointly with another) to the Company on account of calls or otherwise in relation to shares or other securities of the Company.

116 **Unclaimed dividends etc.**

All unclaimed dividends, interest or other sums payable may be invested or otherwise made use of by the board for the benefit of the Company until claimed. All dividends unclaimed for a period of 12 years after having been declared or become due for payment shall be forfeited and cease to remain owing by the Company. The payment of any unclaimed dividend, interest or other sum payable by the Company on or in



respect of any share into a separate account shall not constitute the Company a trustee in respect of it.

**117      **Uncashed dividends****

117.1    If:

117.1.1       a payment for a dividend or other sum payable in respect of a share sent by the Company to the person entitled to it in accordance with Article 113 is left uncashed or is returned to the Company and, after reasonable enquiries, the Company is unable to establish any new address or, with respect to a payment to be made by a funds transfer system (including, without limitation, the relevant system), a new account for that person; or

117.1.2       such payment is left uncashed or returned to the Company on two consecutive occasions,

the Company shall not be obliged to send any dividends or other sums payable in respect of that share to that person until he notifies the Company of an address or, where the payment is to be made by a funds transfer system (including, without limitation, the relevant system), details of the account, to be used for the purpose.

**118      **Dividends in specie****

118.1    Subject to Articles 2.3.2 and 2.9.2, with the sanction of an ordinary resolution of the Company and on the recommendation of the board, payment of any dividend may be satisfied wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other company.

118.2    Where any difficulty arises in regard to the distribution, the board may settle the difficulty as it thinks fit and in particular may issue fractional certificates or ignore fractions, and may fix the value for distribution of the specific assets or any part of them, and may determine that cash payments be made to any holders upon the footing of the value so fixed in order to secure equality of distribution, and may vest any of the specific assets in trustees upon such trusts for the persons entitled to the dividend as the board may think fit.

**119      **Scrip dividends****

119.1    Subject to Article 2.3.2, the board may, if authorised by an ordinary resolution of the Company, offer any holders of any particular class of shares the right to elect to

receive further shares (whether or not of that class), credited as fully paid, instead of cash in respect of all or part of any dividend specified by the ordinary resolution (a “**scrip dividend**”) in accordance with the following provisions of this Article 119.

- 119.2 The ordinary resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period, but such period may not end later than the conclusion of the fifth annual general meeting of the Company to be held following the date of the meeting at which the ordinary resolution is passed.
- 119.3 The basis of allotment shall be decided by the board so that, as nearly as may be considered convenient, the value of the further shares, including any fractional entitlement, is equal to the amount of the cash dividend which would otherwise have been paid.
- 119.4 For the purposes of Article 119.3 the value of the further shares shall be calculated by reference to the average of the middle-market quotations for a fully paid share of the relevant class, as shown in the Daily Official List of the London Stock Exchange, for the day on which such shares are first quoted “ex” the relevant dividend and the four subsequent dealing days or in such other manner as the directors may decide.
- 119.5 The board shall give notice to the shareholders of their rights of election in respect of the scrip dividend and shall specify the procedure to be followed in order to make an election.
- 119.6 The dividend or that part of it in respect of which an election for the scrip dividend is made shall not be paid and instead further shares of the relevant class shall be allotted in accordance with elections duly made and the board shall capitalise a sum to the aggregate nominal amount of the shares to be allotted out of such sums available for the purpose as the directors may consider appropriate.
- 119.7 The further shares so allotted shall rank *pari passu* in all respects with the fully paid shares of the same class then in issue except as regards participation in the relevant dividend.
- 119.8 The board may decide that the right to elect for any scrip dividend shall not be made available to shareholders resident in any territory, where in the opinion of the board, compliance with local laws or regulations would be impossible or unduly onerous.
- 119.9 The board may do all acts and things considered necessary or expedient to give effect to the provisions of a scrip dividend election and the issue of any shares in

accordance with the provisions of this Article, and may make such provisions as they think fit in the case of shares becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than to the holders concerned).

119.10 The board may from time to time establish or vary a procedure for election mandates, under which a holder of shares may, in respect of any future dividends for which a right of election pursuant to this Article 119 is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.

119.11 The board shall not make a scrip dividend available unless the Company has sufficient unissued shares and in doing so complies with the Law.

### **Capitalisation of reserves**

#### **120 Capitalisation of reserves**

120.1 The board may, with the authority of an ordinary resolution of the Company:

120.1.1 resolve to capitalise any sum standing to the credit of any reserve account of the Company or any sum standing to the credit of profit and loss account not required for the payment of any 12% Preference Dividend, 6.5% Preference Dividend or any other preferential dividend; and

120.1.2 appropriate that sum as capital to the ordinary shareholders in proportion to the nominal amount of the ordinary share capital held by them respectively and apply that sum on their behalf in paying up in full any unissued shares or debentures of the Company of a nominal amount equal to that sum and allot the shares or debentures credited as fully paid to those holders, or as they may direct, in those proportions or in paying up the whole or part of any amounts which are unpaid in respect of any issued shares in the Company held by them respectively, or otherwise deal with such sum as directed by the resolution.

120.2 Where any difficulty arises in respect of any distribution of any capitalised reserve or other sum, the board may settle the difficulty as it thinks fit and in particular may make such provisions as it thinks fit in the case of shares or debentures becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than the holders

concerned) or ignore fractions and may fix the value for distribution of any fully paid up shares or debentures and may determine that cash payments be made to any holders on the footing of the value so fixed in order to secure equality of distribution, and may vest any shares or debentures in trustees upon such trusts for the persons entitled to share in the distribution as the board may think fit.

120.3 The board may also authorise any person to sign on behalf of the persons entitled to share in the distribution a contract for the acceptance by those persons of the shares or debentures to be allotted to them credited as fully paid under a capitalisation and any such contract shall be binding on all those persons.

## 121 **Capitalisation of reserves and employees' share schemes**

121.1 This Article 121 (which is without prejudice to the generality of the provisions of Article 120) applies:

121.1.1 where a person is granted pursuant to an employees' share scheme a right to subscribe for shares in the Company in cash at a subscription price less than their nominal value; and

121.1.2 where, pursuant to an employees' share scheme, the terms on which any person is entitled to subscribe in cash for shares in the Company are adjusted as a result of a capitalisation issue, rights issue or other variation of capital so that the subscription price is less than their nominal value.

121.2 In any such case the board:

121.2.1 shall transfer to a reserve account a sum equal to the deficiency between the subscription price and the nominal value of the shares (the "cash deficiency") from the profits or reserves of the Company which are not required for the payment of any 12% Preference Dividend, 6.5% Preference Dividend or any other preferential dividend; and

121.2.2 (subject to Article 121.4) shall not apply that reserve account for any purpose other than paying up the cash deficiency upon the allotment of those shares.

121.3 Whenever the Company is required to allot shares pursuant to such a right to subscribe, the board shall (subject to the Law) appropriate to capital out of the reserve account an amount equal to the cash deficiency applicable to those shares,

apply that amount in paying up the deficiency on the nominal value of those shares and allot those shares credited as fully paid to the person entitled to them.

121.4 If any person ceases to be entitled to subscribe for shares as described above, the restrictions on the reserve account shall cease to apply in relation to such part of the account as is equal to the amount of the cash deficiency applicable to those shares.

121.5 No right shall be granted under any employees' share scheme under Article 121.1.1 and no adjustment shall be made as mentioned in Article 121.1.2 unless there are sufficient profits or reserves of the Company not required for the payment of any 12% Preference Dividend, 6.5% Preference Dividend or any other preferential dividend to permit the transfer to a reserve account in accordance with this Article 121 of an amount sufficient to pay up the cash deficiency applicable to the shares concerned.

### **Record dates**

#### **122 Fixing of record dates**

122.1 Notwithstanding any other provision of these Articles, but without prejudice to any rights attached to any shares, the Company or the board may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared.

122.2 In the absence of a record date being fixed, entitlement to any dividend, distribution, allotment or issue shall be determined by reference to the date on which the dividend is declared or the distribution, allotment or issue is made.

### **Accounts**

#### **123 Accounts and Reports**

123.1 The board shall cause accounting records of the Company to be kept in accordance with the provisions of the Law.

123.2 No holder (as such) shall have any right of inspecting any account, book or document of the Company, except as conferred by Law or authorised by the board or by any ordinary resolution of the Company.

## **Notices**

### **124 Notices in writing**

Any notice to be served on or given to any person or by any person pursuant to these Articles shall be in writing except where otherwise expressly stated. Any such notice may be sent using electronic means to such address (if any) as may for the time being be notified for that purpose to the person giving the notice by or on behalf of the person to whom the notice is sent. The signature on any notice given by the Company may be printed or reproduced by mechanical means.

### **125 Service of notices**

125.1 The Company may send any notice or other document pursuant to these Articles to a holder by whichever of the following methods it may in its absolute discretion determine:

125.1.1 personally; or

125.1.2 by posting the notice or other document in a prepaid envelope addressed to the holder at his registered address; or

125.1.3 by leaving the notice or other document at that address; or

125.1.4 by sending or supplying the notice or other document in electronic form to such address (if any) as may for the time being be notified to the Company by or on behalf of the holder for that purpose.

125.2 Subject to the Law, the Company may also send any notice or other document pursuant to these Articles to a holder by publishing that notice or other document on a website where:

125.2.1 the Company and the holder have agreed to his having access to the notice or document on a website (instead of it being sent to him);

125.2.2 the notice or document is one to which that agreement applies;

125.2.3 the holder is notified in accordance with any requirements laid down by the Law and, in a manner for the time being agreed between him and the Company for the purpose, of:

125.2.3.1 the publication of the notice or document on a website;

- 125.2.3.2 the address of that website: and
  - 125.2.3.3 the place on that website where the notice or document may be accessed, and how it may be accessed; and
  - 125.2.4 the notice or document is published on that website throughout the publication period, provided that, if the notice or document is published on that website for a part, but not all of, the publication period, the notice or document shall be treated as being published throughout that period if the failure to publish that notice of document throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.
- 125.3 In this Article 125, **publication period** means:
- 125.3.1 in the case of a notice of an adjourned meeting pursuant to Article 55, a period of not less than seven clear days before the date of the adjourned meeting, beginning on the day following that on which the notification referred to in Article 125.2.3 is sent or (if later) is deemed sent;
  - 125.3.2 in the case of a notice of a poll given pursuant to Article 57.3, a period of not less than seven clear days before the taking of the poll, beginning on the day following that on which the notification referred to in Article 125.2.3 is sent or (if later) is deemed sent; and
  - 125.3.3 in any other case, a period of not less than 21 days, beginning on the day following that on which the notification referred to in Article 125.2.3 above is sent or (if later) is deemed sent.
- 125.4 In the case of joint holders of a share, all notices or other documents shall be sent to the joint holder whose name stands first in the register in respect of the joint holding. Any notice or other document so sent shall be deemed for all purposes to be sufficient notice to all the joint holders.
- 125.5 All holders are deemed to have agreed to accept communication from the Company by electronic means, including by means of a website, unless the holders notify the Company otherwise. Notice under this Article 125.5 must be in writing and signed by the holder and delivered to the office or such other place as the board directs.

126 **Notice by advertisement**

If at any time by reason of the suspension or curtailment of postal services within the United Kingdom, the Company need only give notice of a general meeting to those holders with whom the Company can communicate by electronic means and who have provided the Company with a Relevant Electronic Address for this purpose. The Company shall also advertise in at least one national newspaper and La Gazette Officielle. Where notice shall not have been served by electronic means, the Company shall send confirmatory copies of the notice by post if at least six clear days before the meeting the posting of notices to addresses throughout the Bailiwick of Guernsey or the United Kingdom again becomes practicable.

127 **Evidence of service**

127.1 Any notice or other document, if served by post (i) to an address in the United Kingdom, Channel Islands or Isle of Man, shall be deemed to have been served on the second day after posting and (ii) to an address elsewhere, shall be deemed to have been served on the third day after posting. In proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice or document was properly addressed, prepaid and put into the post.

127.2 Any notice or document not sent by post but left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered on the day it was so left.

127.3 Where notice is given by way of newspaper advertisement, such notice shall be deemed to have been duly served on each holder or person entitled to receive it at noon on the day when the advertisement appears.

127.4 A holder present, either in person or by proxy, at any meeting of the Company or class of holders of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which the meeting was convened.

127.5 Every person who becomes entitled to a share shall be bound by every notice (including any notice issued pursuant to Article 43) in respect of that share which before his name is entered in the register was given to the person from whom he derives his title to the share.

127.6 The board may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic communications for the sending of notices, other



documents and proxy appointments by the Company to holders and by holders to the Company.

128 **Record date for service**

128.1 For the purpose of serving notices of meetings or other documents, the board may determine that the persons entitled to receive such notices or other documents are those persons who are entered on the register at any time not more than 21 days before the date of the despatch of the notice or other document.

128.2 For the purpose of determining which persons are entitled to attend or vote at a meeting, and how many votes such persons may cast, the board may specify in the notice of the meeting a time not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the register in order to have the right to attend or vote at the meeting. In calculating the period mentioned in this Article, the board may specify that no account shall be taken of any part of a day that is not a working day ("**working day**" having the meaning given to that term in the Law).

128.3 Changes to entries on the register after the time specified by virtue of Article 128.2 shall be disregarded in determining the rights of any person to attend or vote at the meeting notwithstanding any provision of these Articles or the Law to the contrary.

129 **Notices sent by electronic means**

129.1 The Company may give or send to any holder any notice or other document (other than a share certificate) by electronic means insofar as and in such manner as is permitted by the Law.

129.2 Where a notice or other document is transmitted in electronic form and by electronic means shall be deemed to have been served at the expiration of two hours after it was transmitted to an address supplied by the holder for the purpose or on notification to the holder of its publication on a web site. Proof that a notice or other document sent by electronic communications was served in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators current at the date of adoption of these Articles, or, if the board so resolves, any subsequent guidance so issued shall be conclusive evidence that the notice or document was sent or given.

129.3 Communications sent or transmitted to the Company by electronic means shall not be treated as received or served on the Company if rejected by Computer virus protection arrangements.

130      **Addresses of holders**

130.1      A holder whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be served on him or an address for the service of notices by electronic communication shall be entitled to have notices served on him at that address (provided that, in the case of electronic communications, the Company so agrees, which agreement the Company shall be entitled to withhold in its absolute discretion including, without limitation, in circumstances in which the Company considers that the sending of the notice or other document to such address using electronic communications would or might infringe the laws of any other jurisdiction) but otherwise:

130.1.1      no holder whose registered address is not within the United Kingdom shall be entitled to receive any notice or other document from the Company; and

130.1.2      without prejudice to the generality of the foregoing, any notice of a general meeting of the Company which is in fact sent or purports to be sent to such a holder shall be ignored for the purpose of determining the validity of the proceedings at such meeting.

130.2      If on three consecutive occasions a notice to a holder shall be returned undelivered, such holder shall not thereafter be entitled to receive notices from the Company until he shall have given notice in writing to the Company of a new registered address or a postal address within the United Kingdom for the service of notices or shall have informed the Company in such manner as shall be specified by the Company of an address for the service of notices by electronic means. For this purpose a notice sent by post shall be treated as returned undelivered if the notice is sent back to the Company or its agent and a notice sent by electronic means shall be treated as returned undelivered if the Company or its agent receives notification that the notice was not delivered to the address to which it was sent.

131      **Service of notice on person entitled by transmission**

A person entitled to a share by reason of transmission upon supplying to the Company such evidence as the board may require to show his title to the share and upon also supplying a postal address within the United Kingdom for the service and delivery of notices and other documents or an address for the sending of notices by electronic means shall be entitled to have served upon or delivered to him at any address given by him any notice or document to which he would be entitled if he

were the holder of that share and any such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested in the share. Otherwise, any notice or other document served on or delivered or sent to any holder pursuant to these Articles shall, notwithstanding that such holder is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law shall have occurred and whether or not the Company has notice of his death, bankruptcy or other such event, be deemed to have been duly served, delivered or sent in respect of any share registered in the name of such holder as sole or first named joint holder.

### **Destruction of documents**

#### **132 Destruction of documents**

132.1 The board may authorise or arrange the destruction of documents held by the Company as follows:

132.1.1 at any time after the expiration of six years from the date of registration, all instruments of transfer of shares and all other documents transferring or purporting to transfer shares or representing or purporting to represent the right to be registered as the holder of shares on the faith of which entries have been made in the register;

132.1.2 at any time after the expiration of one year from the date of cancellation, all registered share certificates which have been cancelled;

132.1.3 at any time after the expiration of two years from the date of recording them, all dividend mandates and notifications of change of address;

132.1.4 at any time after the expiration of one year from the date of actual payment, all paid dividend warrants and cheques; and

132.1.5 at any time after the expiration of one year from the end of the meeting to which it relates, all proxy appointments.

132.2 It shall conclusively be presumed in favour of the Company that:

132.2.1 every entry in the register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made;

- 132.2.2 every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered;
  - 132.2.3 every share certificate so destroyed was a valid certificate duly and properly cancelled;
  - 132.2.4 every other document mentioned in Article 132.1 so destroyed was a valid and effective document in accordance with the particulars of it recorded in the books and records of the Company; and
  - 132.2.5 every paid dividend warrant and cheque so destroyed was duly paid.
- 132.3 The provisions of Article 132.2 shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant.
- 132.4 Nothing in this Article 132 shall be construed as imposing on the Company or the board any liability in respect of the destruction of any document earlier than as stated in Article 132.1 or in any other circumstances in which liability would not attach to the Company or the board in the absence of this Article 132.
- 132.5 References in this Article 132 to the destruction of any document include references to its disposal in any manner.

### **Winding-up**

#### **133 Directors' power to wind up**

The Company may be wound up in any of the circumstances specified in the Law. The board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.

#### **134 Powers to Distribute in Specie**

134.1 Subject to the rights attaching to the Preference Shares and the Convertible Preference Shares, if the Company is in liquidation, the liquidator may, with the sanction of an special resolution of the Company and any other sanction required by the Law:

- 134.1.1 divide among the holders in specie the whole or any part of the assets of the Company and, for that purpose, value any assets and determine

how the division shall be carried out as between the holders or different classes of holders; or

134.1.2 vest the whole or any part of the assets in trustees upon such trusts for the benefit of holders as the liquidator, with the like sanction, shall think fit but no holder shall be compelled to accept any assets upon which there is any liability.

134.2 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 holders or may enter into any other arrangement whereby the holders 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.

### **Indemnity**

#### 135 **Indemnity of Officers**

135.1 The directors, secretary and officers for the time being of the Company and their respective heirs and executors shall, to the extent permitted by Section 157 of the Law, be fully indemnified out of the assets and profits of the Company from and against all actions, expenses and liabilities which they or their respective heirs or executors may incur by reason of any contract entered into or any act in or about the execution of their respective offices or trusts except such (if any) as they shall incur by or through their own negligence, default, breach of duty or breach of trust respectively and none of them shall be answerable for the acts receipts neglects or defaults of the others of them or for joining in any receipt for the sake of conformity or for any bankers or other person with whom any moneys or assets of the Company may be lodged or deposited for safe custody or for any bankers or other persons into whose hands any money or assets of the Company may come or for any defects of title of the Company to any property purchased or for insufficiency or deficiency of or defect in title of the Company to any security upon which any moneys of the Company shall be placed out or invested or for any loss misfortune or damage resulting from any such cause as aforesaid or which may happen in or about the

execution of their respective offices or trusts except the same shall happen by or through their own negligence, default, breach of duty or breach of trust.

- 135.2 The directors may agree to such contractual indemnities for the benefit of the secretary, officers, employees and other agents and contracting parties as they may from time to time, deem fit.
- 135.3 The Company may purchase and maintain insurance for the benefit of the directors and other officers of the Company or any subsidiary including insurances against costs charges expenses losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported discharge of their respective duties, powers and discretions in relation to the Company.