

COMPANIES (JERSEY) (LAW)
1991
A COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HIGHLAND GOLD MINING LIMITED

(adopted by special resolution dated 18 June 2009)

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- OF -

HIGHLAND GOLD MINING LIMITED

1. INTERPRETATION

(1) The Standard Table shall be excluded from application in its entirety to the Company and the following provisions shall constitute the articles of the Company in place of the Standard Table.

(2) In these articles unless the context otherwise requires:

"**Auditors**" means the auditors for the time being of the Company appointed in accordance with article 31 hereof;

"**clear days**" in relation to the period of a notice means that period excluding the day on which a notice is served or deemed to be served and the day on which such notice is given or on which it is to take effect.

"**Company**" means Highland Gold Mining Limited;

"**debenture**" includes debenture stock;

"**Board**" means the board of Directors of the Company from time to time;

"**Directors**" means the directors for the time being of the Company;

"**Electronic Communication**" has the meaning given in the Electronic Communications (Jersey) Law 2000;

"**Interpretation Law**" means the Interpretation (Jersey) Law 1954;

"**Law**" means the Companies (Jersey) Law 1991;

"**month**" means calendar month;

"**office**" means the registered office of the Company situated in the Island of Jersey;

"**ordinary resolution**" means a resolution passed by a majority of the members present in person or by proxy and voting at a general meeting;

"**paid up**" includes credited as paid up;

"**Register**" means the register of members required to be kept by article 41 of the Law;

"**Regulations**" means the Companies (Uncertificated Securities) (Jersey) Order 1999;

"**Seal**" means the common seal of the Company;

"**Secretary**" means and includes any person appointed to perform the duties of secretary to the Company and includes an assistant or deputy secretary;

"**special resolution**" has the meaning given in article 90 of the Law;

"**Standard Table**" means the model articles of association for the purposes of article 6 of the Law, set out in the Companies (Standard Table) (Jersey) Order 1992;

Words in the singular shall include the plural and words in the plural shall include the singular and words denoting any gender shall include all genders.

Words importing individuals shall include corporations.

Reference to enactments shall include any modification or re-enactments thereof for the time being in force.

Words and expressions used in the Regulations have the same meanings when used in these Articles;

References to a share being in uncertificated form are references to that share being an uncertificated unit of a security.

References to "**writing**" include any Electronic Communication and references to "**hard copy form**", "**electronic form**", or to "**electronic means**", shall have the same meaning as defined in article 1(3) below;

Save as defined herein or in the memorandum of the Company and unless the context otherwise requires words or expressions contained in these articles shall bear the same meaning as in the Law and in the Interpretation Law.

(3)

(a) A document or information is sent or supplied in hard copy form if it is sent or supplied in a paper copy or similar form capable of being read. References to hard copy have a corresponding meaning.

(b) A document or information is sent or supplied in electronic form if it is sent or supplied—

(i) by electronic means (for example, by e-mail or fax), or

(ii) by any other means while in an electronic form (for example, sending a disk by post).

References to electronic copy have a corresponding meaning.

- (c) A document or information is sent or supplied by electronic means if it is—
 - (i) sent initially and received at its destination by means of electronic equipment for the processing (which expression includes digital compression) or storage of data, and
 - (ii) entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic means.

References to electronic means have a corresponding meaning.

- (d) A document or information authorised or required to be sent or supplied in electronic form must be sent or supplied in a form, and by a means, that the sender or supplier reasonably considers will enable the recipient—
 - (i) to read it, and
 - (ii) to retain a copy of it.
- (e) For the purposes of this article 1(3), a document or information can be read only if—
 - (i) it can be read with the naked eye, or
 - (ii) to the extent that it consists of images (for example photographs, pictures, maps, plans or drawings), it can be seen with the naked eye.
- (f) The provisions of this article 1(3) apply whether the article in question uses the words “sent” or “supplied” or uses other words (such as “deliver”, “provide”, “produce” or, in the case of a notice, “give”) to refer to the sending or supplying of a document or information.

2. SHARE CAPITAL

- (1) Without prejudice to any special rights for the time being conferred on the holders of any shares or class of shares (which special rights shall not be varied or abrogated except with such consent or sanction as is hereinafter provided) any share or class of shares in the share capital of the Company may be authorised for issue with such preferred deferred or other special rights or such restrictions whether in regard to dividend return of capital voting or otherwise as the Company may from time to time by special resolution determine.
- (2) Where the Company allots shares at a premium the aggregate amount of all premiums on shares allotted as and when the premiums are paid up shall be transferred to an account called the share premium account which may be applied for any of the purposes permitted by and under the provisions of the Law.

- (3) The Company may by special resolution alter its share capital as stated in its memorandum in any of the ways permitted or provided for under the Law.
- (4) Subject to the provisions of the Law the Company may by special resolution reduce its share capital, any capital redemption reserve, any share premium account or any other undistributable reserve, in any way.
- (5) Subject to the provisions of the Law, the Company may make a distribution to its members from its share premium account or any other account, except its nominal capital account or capital redemption reserve.
- (6) The Company may from time to time subject to the provisions of the Law:
 - (a) issue; or
 - (b) convert existing non-redeemable shares whether issued or not into;

shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof.
- (7) The Company may hold treasury shares in accordance with the provisions of the Law.
- (8) The Company may from time to time subject to the provisions of the Law purchase its own shares (including any redeemable shares) in any manner authorised by the Law provided that in the event that the Company shall purchase any shares which are admitted to listing or trading on any investment exchange such purchases shall be made in accordance with any relevant restrictions imposed by any such listing authority or exchange. Subject to the provisions of the Law and to any rights attached to existing shares, the Company may hold any shares purchased by it as treasury shares.
- (9) Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

3. MODIFICATION OF RIGHTS

- (1) Subject to the provisions of the Law whenever the share capital of the Company is divided into different classes of shares the special rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied or abrogated at any time with the consent in writing of the holders of 2/3 (two-thirds) of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class. To every such separate meeting all the provisions of these articles relating to general meetings of the Company or to the proceedings thereat shall mutatis mutandis apply except that the necessary quorum shall be persons holding or representing by proxy at least 1/3 (one-third) in nominal amount of the issued shares of that class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present 1 person present holding shares of that class or his proxy shall be a

quorum) and that the holders of shares of that class or their duly appointed proxies shall on a poll have 1 vote in respect of every share of that class held by them respectively.

- (2) The special rights conferred upon the holders of any shares or class of shares issued with preferred deferred or other special rights shall (unless otherwise expressly provided by the conditions of issue of such shares) be deemed not to be varied by the creation or issue of further shares ranking *pari passu* therewith.

4. **SHARES**

- (1) The shares shall be at the disposal of the Directors who may subject to the provisions of the Law and these articles allot grant options over or otherwise deal with or dispose of them to such persons at such times and generally on such terms and conditions as they think proper. Save as provided in the Law each share in the Company shall be distinguished by its appropriate number.
- (2) The Directors shall not, without approval of the Company by special resolution in a General Meeting allot or grant options over any shares representing 15 per cent or more of the authorised (but unissued) share capital of the Company (from time to time) without firstly making an offer to each person (excluding the Company in the case of any shares held by the Company as treasury shares) who holds shares in the Company to allot to him on the same or more favourable terms a proportion of those shares which are as nearly as practicable equal to the proportion of their existing holdings of shares in the Company and the Directors shall not allot any of those shares to a person unless the period in which any such offer may be accepted has expired and the Company has received notice of the acceptance or refusal of every offer so made.
- (3) Any offer in relation to which article 4(2) above applies shall be in writing and shall be made by giving a notice containing the offer to each holder of shares in accordance with these articles and must state a period of not less than 14 clear days during which it may be accepted and the offer shall not be withdrawn before the end of that period.
- (4) The Company may pay a commission to a person in consideration of his subscribing or agreeing to subscribe for shares in the Company or procuring or agreeing to procure subscriptions for shares in the Company as provided in the Law.
- (5) The Company shall keep a Register in accordance with the provisions of the Law.

5. **LIEN**

- (1) The Company shall have a lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a lien on all shares (other than fully paid shares) standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company but the Directors may at any time declare any shares to be wholly or in part exempt from the

provisions of this article. The Company's lien (if any) on a share shall extend to all dividends and other amounts payable thereon.

- (2) The Company may sell in such manner as the Directors think fit any shares on which the Company has a lien but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of 14 clear days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the share or the person entitled by reason of his death or bankruptcy to the share. For the purpose of giving effect to any such sale the Directors may authorise some person to transfer to the purchaser thereof the shares so sold.
- (3) The proceeds of sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date of the sale. The purchaser shall be registered as the holder of the shares and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

6. CALLS ON SHARES

- (1) Subject to the terms of allotment the Directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to 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 required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part as the Directors may determine. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
- (2) A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed and proof of the resolution shall be sufficient evidence of the call having been made.
- (3) The joint holders of a share shall be jointly and severally liable to pay all calls and other moneys due in respect thereof.
- (4) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest upon the sum at a rate fixed by the Directors from the day appointed for the payment thereof to the time of the actual payment and all expenses which the Company incurs or becomes liable for in order to ensure payment of, or in consequence of the non-payment of the amount, but the Directors shall be at liberty to waive the payment of that interest and/or those expenses wholly or in part.
- (5) Any sum or premium (whether in cash or otherwise) which by the terms of allotment of a share is made payable upon allotment or at any fixed date shall for

all the purposes of these articles (save as herein otherwise expressly provided) be deemed to be a call duly made and payable on the date fixed for payment and in case of non-payment the provisions of these articles as to payment of interest and expenses forfeiture and the like and all other relevant provisions of these articles shall apply as if the same were a call duly made and notified as hereby provided.

- (6) The provisions of these articles as to payment of interest shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal amount of the share or by way of premium as if the same had become payable by virtue of a call duly made and notified.
- (7) The Company may if the Directors think fit receive from any member willing to advance the same all or any part of the money uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would but for such advance become presently payable) pay interest on the amount so received from that member or so much of it as exceeds the amount of the calls then made and payable on the share in respect of which the amount is received at such rate (not exceeding without the sanction of the Company in general meeting 10 per centum per annum) as may be agreed upon between the member paying the sum in advance and the Directors.

7. INTERESTS IN SHARES

Notification of voting rights

- (1) The provisions of Chapter 5 of the Transparency Obligations Directive (Disclosure and Transparency Rules) Instrument 2006/70 (the "DTR 5") relating to the disclosure of voting rights shall apply to the Company, its shares and persons interested in those shares as if the Company were an "issuer" for the purposes of DTR 5 and as if the provisions of DTR 5, were set out in full herein.
- (2) A member shall, to the extent he is lawfully able to do so, comply with the requirements of DTR 5.
- (3) If it shall come to the notice of the Directors that any member has not, within the requisite period, made or, as the case may be, procured the making of any notification required by article 7(1) and (2), the Company may (at the absolute discretion of the Directors) at any time thereafter by notice (a "**restriction notice**") to such member direct that, in respect of the shares in relation to which the default has occurred (the "**default shares**" which expression shall include any further shares which are issued in respect of any default shares), the member shall not be entitled to be present or to vote on any question, either in person or by proxy, at any general meeting of the Company or separate general meeting of the holders of any class of shares of the Company, or to be reckoned in a quorum.
- (4) Where the default shares represent at least 0.25 per cent (in nominal value) of the issued shares of the same class as the default shares, then the restriction notice may also direct that:

- (a) any dividend or any part thereof or other monies which would otherwise be payable on or in respect of the default shares shall be withheld by the Company; shall not bear interest against the Company; and shall be payable (when the restriction notice ceases to have effect) to the person who would but for the restriction notice have been entitled to them; and/or
- (b) where an offer of the right to elect to receive shares of the Company instead of cash in respect of any dividend or part thereof is or has been made by the Company, any election made thereunder by such member in respect of such default shares shall not be effective; and/or
- (c) no transfer of any of the shares held by such member shall be recognised or registered by the Directors unless:
 - (i) the transfer is a permitted transfer; or
 - (ii) the member is not himself in default as regards supplying the requisite information required under article 7(1) and (2) and, when presented for registration, the transfer is accompanied by a certificate by the member in a form satisfactory to the Directors to the effect that after due and careful enquiry the member is satisfied that none of the shares the subject of the transfer are default shares.

Upon the giving of a restriction notice its terms shall apply accordingly.

- (5) The Company shall send a copy of the restriction notice to each other person appearing to be interested in the shares the subject of such notice, but the failure or omission by the Company to do so shall not invalidate such notice.
- (6) Any restriction notice shall have effect in accordance with its terms until not more than 7 days after the Directors are satisfied that the default in respect of which the restriction notice was issued no longer continues but shall cease to have effect in relation to any shares which are transferred by such member. The Company may (at the absolute discretion of the Directors) at any time give notice to the member cancelling, or suspending for a stated period the operation of, a restriction notice in whole or in part.
- (7) For the purposes of article 7(1) and (2), a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification whether following service of a notice under article 7(1) and (2) or otherwise which either:
 - (a) names such person as being so interested; or
 - (b) (after taking into account any such notification and any other relevant information in the possession of the Company) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares.

Power of the Company to investigate interests in shares

- (8) For the purposes of article 7(8)-(17) inclusive:
- (a) **"Relevant Share Capital"** means the Company's issued share capital of any class carrying rights to vote in all circumstances at general meetings of the Company; and for the avoidance of doubt (a) where the Company's share capital is divided into different classes of shares, references to Relevant Share Capital are to the issued share capital of each such class taken separately and (b) any adjustment or restriction of voting rights (whether temporary or otherwise) in respect of shares comprised in issued share capital of the Company of any such class does not affect the application of article 7(8)-(17) inclusive in relation to interests in those or any other shares comprised in that class;
 - (b) **"interest"** means, in relation to the Relevant Share Capital, any interest of any kind whatsoever in any shares comprised therein (disregarding any restraints or restrictions to which the exercise of any right attached to the interest in the share is, or may be, subject) and without limiting the meaning of "interest" a person shall be taken to have an interest in a share if:
 - (i) he enters into a contract for its purchase by him (whether for cash or other consideration); or
 - (ii) not being the registered holder, he is entitled to exercise any right conferred by the holding of the share or is entitled to control the exercise or non-exercise of any such right; or
 - (iii) he is a beneficiary of a trust where the property held on trust includes an interest in the share; or
 - (iv) otherwise than by virtue of having an interest under a trust, he has a right to call for delivery of the share to himself or to his order; or
 - (v) otherwise than by virtue of having an interest under a trust, he has a right to acquire an interest in the share or is under an obligation to take an interest in the share; or
 - (vi) he has a right to subscribe for the share,whether in any case the contract, right or obligation is absolute or conditional, legally enforceable or not and evidenced in writing or not, and it shall be immaterial that a share in which a person has an interest is unidentifiable;
 - (c) a person is taken to be interested in any shares in which his spouse or any infant child or step-child of his is interested; and "infant" means a person under the age of 18 years;
 - (d) a person is taken to be interested in shares if a company is interested in them and:

- (i) that body or its directors are accustomed to act in accordance with his directions or instructions; or
- (ii) he is entitled to exercise or control the exercise of 1/3 (one-third) or more of the voting power at general meetings of that company,

PROVIDED THAT (a) where a person is entitled to exercise or control the exercise of 1/3 (one-third) or more of the voting power at general meetings of a company and that company is entitled to exercise or control the exercise of any of the voting power at general meetings of another company ("**the effective voting power**") then, for purposes of article 7(8)(d)(ii) above, the effective voting power is taken as exercisable by that person and (b) for purposes of this article 7(8)(d), a person is entitled to exercise or control the exercise of voting power if he has a right (whether subject to conditions or not) the exercise of which would make him so entitled or he is under an obligation (whether or not so subject) the fulfilment of which would make him so entitled.

- (9) The provisions of article 7(8)-(17) inclusive are in addition to any, and separate from, other rights or obligations arising at law or otherwise. The Company may by notice in writing request any person whom the Company knows or has reasonable cause to believe to be or, at any time during the 3 years immediately preceding the date on which the notice is issued, to have been interested in shares comprised in the Relevant Share Capital:
 - (a) to confirm that fact or (as the case may be) to indicate whether or not it is the case; and
 - (b) of he holds or has during that time held an interest in shares so comprised, to give such further information as may be requested in accordance with this article 7.
- (10) A notice under article 7(9) may request the person to whom it is addressed:
 - (a) to give particulars of his own past or present interest in shares comprised in the Relevant Share Capital (held by him at any time during the 3-year period mentioned in article 7(9));
 - (b) where the interest is a present interest and any other interest in the shares subsists or, in any case, where another interest in the shares subsisted during that 3-year period at any time when his own interest subsisted, to give (so far as lies within his knowledge) such particulars with respect to that other interest as may be requested by the notice including the identity of persons interested in the shares in question; and
 - (c) where his interest is a past interest, to give (so far as lies within his knowledge) particulars of the identity of the person who held that interest immediately upon his ceasing to hold it.
- (11) A notice under this article 7(9) shall request any information given in response to the notice to be given in writing within such time as may be specified in the notice,

being a period of not less than 14 days following service thereof.

- (12) The provisions of article 7(8)-(17) inclusive apply in relation to a person who has or previously had, or is or was entitled to acquire, a right to subscribe for shares in the Company which would on issue be comprised in Relevant Share Capital as it applies in relation to a person who is or was interested in shares so comprised; and references above in this section to an interest in shares so comprised and to shares so comprised are to be read accordingly in any such case as including respectively any such right and shares which would on issue be so comprised.
- (13) Subject to the provisions of article 7(17), if any member, or any other person appearing to the Directors to be interested in any shares in the capital of the Company held by such member has been served with a request notice under article 7(8)-(17) inclusive and does not within the 7 day period prescribed therein supply to the Company the information thereby requested, the Company may (at the absolute discretion of the Directors) at any time thereafter by notice (a "**restriction notice**") to such member direct that, in respect of the shares in relation to which the default has occurred (the "**default shares**" which expression shall include any further shares which are issued in respect of any default shares), the member shall not be entitled to be present or to vote on any question, either in person or by proxy, at any general meeting of the Company or separate general meeting of the holders of any class of shares of the Company, or to be reckoned in a quorum.
- (14) Where the default shares represent at least 0.25 per cent (in nominal value) of the issued shares of the same class as the default shares, then the restriction notice may also direct that:
 - (a) any dividend or any part thereof or other monies which would otherwise be payable on or in respect of the default shares shall be withheld by the Company; shall not bear interest against the Company; and shall be payable (when the restriction notice ceases to have effect) to the person who would but for the restriction notice have been entitled to them; and/or
 - (b) where an offer of the right to elect to receive shares of the Company instead of cash in respect of any dividend or part thereof is or has been made by the Company, any election made thereunder by such member in respect of such default shares shall not be effective; and/or
 - (c) no transfer of any of the shares held by such member shall be recognised or registered by the Directors unless:
 - (i) the transfer is a permitted transfer; or
 - (ii) the member is not himself in default as regards supplying the requisite information required under article 7(8)-(17) inclusive and, when presented for registration, the transfer is accompanied by a certificate by the member in a form satisfactory to the Directors to the effect that after due and careful enquiry the member is satisfied that none of the shares the subject of the transfer are default shares.

Upon the giving of a restriction notice its terms shall apply accordingly.

- (15) The Company shall send a copy of the restriction notice to each other person appearing to be interested in the shares the subject of such notice, but the failure or omission by the Company to do so shall not invalidate such notice.
- (16) Any restriction notice shall have effect in accordance with its terms until not more than 7 days after the Directors are satisfied that the default in respect of which the restriction notice was issued no longer continues but shall cease to have effect in relation to any shares which are transferred by such member by means of a permitted transfer or in accordance with article 7(14)(c) above on receipt by the Company of notice that a transfer as aforesaid has been made. The Company may (at the absolute discretion of the Directors) at any time give notice to the member cancelling, or suspending for a stated period the operation of, a restriction notice in whole or in part.
- (17) For the purposes of article 7(8)-(17) inclusive:
- (a) a person shall be treated as appearing to be interested in any shares if the member holding such shares has given to the Company a notification whether following service of a notice under article 7(8)-(17) inclusive or otherwise which either:
- (i) names such person as being so interested; or
- (ii) (after taking into account any such notification and any other relevant information in the possession of the Company) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares; and
- (b) a transfer of shares is a "**permitted transfer**" if but only if:
- (i) it is a transfer by way of, or in pursuance of, acceptance of a takeover offer for the Company meaning an offer to acquire all the shares, or all the shares of any class or classes, in the Company (other than shares which at the date of the offer are already held by the offeror), being an offer on terms which are the same in relation to all the shares to which the offer relates or, where those shares include shares of different classes, in relation to all the shares of each class; or
- (ii) the Directors are satisfied that the transfer is made pursuant to a bona fide sale of the whole of the beneficial ownership of the shares to a third party not connected with the transferring member or with any other person appearing to the Directors to be interested in such shares; or
- (iii) the transfer results from a sale made on or through, any regulated market in the United Kingdom or any stock exchange outside the United Kingdom on which the Company's shares of the same class as the default shares are normally dealt in.

- (18) The Company shall maintain a register of interested parties to which the provisions of these articles and Articles 41 and 71 of the Law shall apply mutatis mutandis and whenever in pursuance of a requirement imposed on a shareholder as aforesaid the Company is informed of an interested party the identity of the interested party and the nature of the interest shall be promptly inscribed therein together with the date of the request.

8. CERTIFICATES

- (1) Save where the Directors have determined that the relevant class of shares shall be issued in or converted into uncertificated form pursuant to the provisions of the Regulations, every person whose name is entered as a member in the Register shall be entitled without payment to 1 certificate for all his shares of each class, or to several certificates, each for 1 or more of his shares and the following provisions of this article shall apply.
- (2) Subject as aforesaid where a member has transferred part of the shares comprised in his holding he shall be entitled to a certificate for the balance without charge.
- (3) Every certificate shall be issued within 14 days after allotment or the lodgement with the Company of the transfer of the shares, unless the conditions of issue of such shares otherwise provide, and shall specify the number and class and distinguishing number (if any) of the shares to which it relates, and the amount paid up thereon and shall unless the Directors determine otherwise be issued under the Seal and shall bear the signature of 2 Directors or of 1 Director and the Secretary or of 2 authorised sealing signatories. The Directors may, subject to the Law, from time to time determine that such signatures or any of them need not be manual but may be printed or reproduced in any other manner notwithstanding any other provisions of these articles with respect to the affixing of the Seal.
- (4) The Company shall not be bound to register more than 4 persons as the joint holders of any share or shares and in the case of a share held jointly by several persons, the Company shall not be bound to issue more than 1 certificate therefor, and delivery of a certificate for a share to 1 of several joint holders shall be sufficient delivery to all.
- (5) If a share certificate be defaced, worn out, lost, stolen or destroyed, it may be renewed without charge other than exceptional out-of-pocket expenses on such terms (if any) as to evidence and indemnity as the Directors think fit.

9. UNCERTIFICATED SHARES

- (1) The Company may permit the holding in uncertificated form of 1 or more classes of shares determined by the Directors for this purpose in order that the transfer of title to any such shares may be effected by means of a computer system in accordance with the Jersey Regulations **PROVIDED THAT** the Register shall be held in Jersey pursuant to Articles 41 and 44 of the Law.
- (2) Unless and until the Directors determine that 1 or more classes of share may be held in uncertificated form, the shares shall be issued in certificated form and all the provisions of these articles relating to the issue, holding and surrender of certificates

and transfer and transmission of certificated shares shall apply to the same. All of such provisions shall also apply to any shares of a class which the Directors have determined may be held in uncertificated form but where with the approval of the Directors the holder of the relevant shares has notified his wish to hold the relevant holding of shares in registered certificated form.

- (3) Without prejudice to article 9(1) and (2) above 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 a participating security (subject always to the Law, the Regulations and the facilities and requirements of the relevant computer system concerned). Where they do so:-
 - (a) these articles shall be construed accordingly and shall be deemed to be modified, amended or extended to the extent necessary to ensure that the same are consistent with the provisions of the Regulations and to permit the holding of shares of the relevant classes in uncertificated form and the transfer of title to shares of the relevant classes by means of a computer system; and
 - (b) the following provisions of this article shall commence to have effect immediately prior to the time at which the authorised operator of the relevant system concerned permits the class of shares concerned to be a participating security.
- (4) In relation to any class of shares which is, for the time being, a participating security, and for so long as such class remains a participating security, subject to the Law, no provision of these articles shall apply or have effect to the extent that it is in any respect inconsistent with:
 - (a) the holding of shares of that class in uncertificated form;
 - (b) the transfer of title of shares of that class by means of a relevant system; or
 - (c) the Regulations.
- (5) Without prejudice to the generality of article 9(4) and notwithstanding anything contained in these articles, where any class of shares is, for the time being, a participating security (such class being referred to hereinafter as the "**Relevant Class**"):
 - (a) shares of the Relevant Class may be issued in uncertificated form in accordance with and subject as provided in the Regulations;
 - (b) unless the Directors otherwise determine, shares of the Relevant Class held by the same holder or joint holder in certificated form and uncertificated form shall be treated as separate holdings;
 - (c) shares of the Relevant Class may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the Regulations;

- (d) title of shares of the Relevant Class which are recorded on the Register as being held in uncertificated form may be transferred by means of the relevant computer system concerned and accordingly (and in particular but without limitation) articles 10(3)(a), (b) and (c) shall not apply in respect of such shares to the extent that such article requires or contemplates the effecting of a transfer by an instrument in writing and the production of a certificate for the share to be transferred;
- (e) where relevant articles 7(4)(c)(ii), 7(14)(c)(ii), 8 and 12(5) shall not apply so as to require the Company to issue a certificate to any person holding shares of the Relevant Class in uncertificated form.

10. TRANSFERS OF SHARES

- (1) Any instrument of transfer of a share in certificated form shall be in writing in any form which the Directors may approve (which shall specify the full name and address of the transferee) and shall be signed by or on behalf of the transferor (and, in the case of any partly paid share, the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.
- (2) A transfer of a share in uncertificated form must be made in accordance with and subject to the Regulations and in accordance with any arrangements made by the Board pursuant to article 9.
- (3) The Directors may decline to register any transfer of shares prohibited by article 7 and may decline, in their absolute discretion and without giving any reason, to register any transfer of shares unless:
 - (a) the instrument of transfer is left at the office, or at such other place as the Directors may decide, for registration;
 - (b) the instrument of transfer is accompanied by the certificate for the shares to be transferred (if the shares are held in certificated form) and such other evidence (if any) as the Directors may reasonably require to prove the title of the intending transferor or his right to transfer the shares;
 - (c) the instrument of transfer is duly stamped (if so required);
 - (d) it is in respect of only 1 class of shares;
 - (e) it is in favour of not more than 4 transferees jointly; and
 - (f) it is not in favour of a minor, infant, bankrupt or person with a mental disorder.
- (4) If the Directors decline to register a transfer of any share, they shall, within 2 months after the date on which the transfer was received by the Company, send to the transferee notice of the refusal.

- (5) The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods as the Directors may determine.
- (6) No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- (7) The Company shall be entitled to retain any instrument of transfer of any share which is registered, but any instrument of transfer of any share which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

11. TRANSMISSION OF SHARES

- (1) If a member dies, the survivor or survivors, where the deceased was a joint holder, and the executors, administrators or other legal personal representatives of the deceased, where the deceased was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to the interest of the deceased in the shares; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been solely or jointly held by him.
- (2) A minor or an interdict may not become a member of the Company unless the shares were transmitted to him on the death of the holder thereof.
- (3) Any guardian of a minor member and any curator appointed by the Royal Court or other person appointed by a court of competent jurisdiction to administer to the affairs of any member of unsound mind, and any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the Directors may properly require, elect either to become the registered holder of the share or to have some person nominated by him registered as the holder thereof. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. If he elects to have another person registered and the share is in uncertificated form, he must take such action as the Directors require to enable himself or that person to be registered as the holder of the share. All the limitations restrictions and 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 executed by the member and as if the member had been a person of full age or not of unsound mind or as if the death or bankruptcy of the member had not occurred.
- (4) The Directors may at any time send a notice requiring any person becoming entitled by transmission to a share to elect either to be registered himself or to transfer the share. If after 60 days the notice has not been complied with, the Directors may withhold payment of all dividends or other moneys payable in respect of the share (but that action does not constitute the Company as trustee in respect of such dividend or other amount) and suspend any other advantages to which the person would otherwise be entitled in respect of the share until the requirements of the notice have been complied with.

- (5) A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as the holder thereof, be entitled in respect of the share to receive notice of or to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company or to exercise any rights conferred by membership in relation to meetings of the Company.

12. FORFEITURE OF SHARES

- (1) If a member (or person entitled by transmission) fails to pay any call or instalment of a call on the day appointed for payment thereof the Company may at any time thereafter during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and any expenses that may have been incurred by reason of such non-payment.
- (2) The notice shall name a further day (not earlier than the expiration of 14 days from the date of the notice) on or before which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call or instalment is unpaid will be liable to be forfeited.
- (3) If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time after the expiration of 14 days from the date of such notice and before the payment required by the notice has been made be forfeited by a resolution of the Directors to that effect. The forfeiture includes any dividends which have been declared on the forfeited shares and not paid before the forfeiture and any dividends on that share which have been declared and paid but which have not been claimed by the payee before the forfeiture. The Directors may accept the surrender of a share liable to be forfeited and, in such case, a reference in these articles to forfeiture includes surrender.
- (4) Any share forfeited shall become the property of the Company and may be re-allotted sold or otherwise disposed of on such terms and in such manner as the Directors think fit and notwithstanding any such forfeiture as aforesaid the Directors may at any time before the forfeited share has been disposed of permit the share so forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share and upon such further terms (if any) as they shall think fit. The Directors may if necessary authorise some person to transfer a forfeited share to the purchaser thereof.
- (5) If a share is forfeited, the Directors must give notice of the forfeiture to the person who was before forfeiture the registered holder of the share (or the person entitled by transmission). An entry must be made forthwith in the Register opposite the entry in respect of the share and should state that notice has been given, that the share has been forfeited and the date of the forfeiture. A record in the minute book of the Company to the effect that a share has been duly forfeited in pursuance of these articles and stating the time when it was forfeited shall as against all persons claiming to be entitled to the share adversely to the forfeiture thereof be conclusive

evidence of the facts therein stated and such record together with a certificate of proprietorship of the share under the Seal delivered to the purchaser or allottee thereof shall constitute a good title to the share and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment and shall not be bound to see to the application of the purchase money nor shall his title to the share be affected by any past omission or irregularity relating to or connected with the proceedings in reference to the forfeiture re-allotment sale or other disposal of the share.

- (6) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares and must surrender to the Company the certificate for the forfeited share. Notwithstanding such forfeiture, that person shall remain liable to pay to the Company all moneys (including interest at a rate to be determined by the Directors) which at the date of the forfeiture were presently payable to the Company by him in respect of the shares.
- (7) The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the amount of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.
- (8) Where the Company is entitled under any provisions of the Law or the rules made and practices instituted by the operator of any relevant computer system or under these articles to dispose of, forfeit, enforce a lien or sell or otherwise procure the sale of any shares which are held in uncertificated form, such entitlement (to the extent permitted by the Regulations and the rules made and practices instituted by the operator of the relevant computer system) shall include the right to:
 - (a) request or require the deletion of any computer-based entries in the relevant computer system relating to the holding of such shares in uncertificated form; and/or
 - (b) require any holder of any uncertificated shares which are the subject of any exercise by the Company of any such entitlement, by notice in writing to the holder concerned, to change his holding of such uncertificated shares into certificated form within such period as may be specified in the notice, prior to completion of any disposal, sale or transfer of such shares or direct the holder to take such steps, by instructions given by means of a relevant computer system or otherwise, as may be necessary to sell or transfer such shares; and/or
 - (c) appoint any person to take such other steps, by instruction given by means of a relevant system or otherwise, in the name of the holder of such shares as may be required to effect or transfer of such shares and such steps shall be as effective as if they had been taken by the registered holder of the uncertificated shares concerned; and/or
 - (d) transfer any uncertificated shares which are the subject of any exercise by the Company of any such entitlement by entering the name of the transferee in the Register in respect of that share as a transferred share; and/or

- (e) otherwise rectify or change the Register in respect of that share in such manner as may be appropriate; and/or
- (f) take such other action as may be necessary to enable those shares to be registered in the name of the person to whom the shares have been sold or disposed of or as directed by him.

13. GENERAL MEETINGS

- (1) The Company shall hold a general meeting as its annual general meeting once in every calendar year at such time and such place as may be determined by the Directors and so that not more than 18 months shall be allowed to elapse between any 2 such general meetings.
- (2) The above mentioned general meeting shall be called the "**Annual General Meeting**". All other general meetings shall be called "**Extraordinary General Meetings**".
- (3) The Directors may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on a requisition made in accordance with the Law in writing and signed by members holding in the aggregate not less than 1/10 (one-tenth) in nominal value of the shares carrying the right to vote at the meeting. If at any time there are not sufficient Directors capable of acting to form a quorum any Director or any member of the Company may convene an Extraordinary General Meeting substantially in the same manner as that of the Directors as provided above.

14. NOTICE OF GENERAL MEETINGS

- (1) An Annual General Meeting and an Extraordinary General Meeting (including any Extraordinary General Meeting called for the passing of a special resolution) must be called by at least 14 clear days' notice.
- (2) The notice of meeting must be given to all members (other than those who under these articles or the conditions attaching to the shares held by them are not entitled to receive the notice), to each Director and the Auditors.
- (3) The notice of general meeting must specify:
 - (a) whether the meeting is an Annual General Meeting or an Extraordinary General Meeting;
 - (b) the place, date and time of the meeting;
 - (c) the general nature of the business to be transacted;

- (d) if the meeting is convened to consider a special resolution, the intention to propose the resolution as a special resolution; and
 - (e) with reasonable prominence that a member entitled to attend and vote may appoint 1 or more proxies to attend and, on a poll, vote instead of him and that a proxy need not also be a member.
- (4) The Board may decide that the persons entitled to receive a notice of meeting or copies of the documents that are required to be sent with such notice are those persons entered on the Register at the close of business on a specified day.
- (5) A general meeting is, notwithstanding that it is called by shorter notice than that specified in article 14(1), deemed to have been duly called if it is so agreed:
 - (a) in the case of an Annual General Meeting, by all the members entitled to attend and vote at the meeting; and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95% in nominal value of the shares giving that right.
- (6) Extraordinary General Meetings shall also be convened on a requisition made in accordance with the Law in writing and signed by members holding in the aggregate not less than one-tenth in nominal value of the shares carrying the right to vote at the meeting and (unless the Company or the Board otherwise resolves) at the requisitionists' expense.
- (7) If, after the giving 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 for a reason beyond its control to hold the meeting at the declared place or time or both, it may change the place or postpone the time at which the meeting is to be held. If such a decision is made, the Board may change the place or postpone the time again if it decides that it is reasonable to do so. In either case:
 - (a) a new notice of the meeting need not be given, but the Board must, if practicable, advertise the date, time and place of the meeting in at least 1 newspaper having a national circulation in the United Kingdom and must arrange for notices of the change of place or postponement to appear at the original place or at the original time or both; and
 - (b) notwithstanding article 16(7), an appointment of a proxy in relation to the meeting may be deposited at the office or at such other place as may be specified by the Company (in the case of any proxy appointment made in hard copy form, or at such address as may be specified by the Company (in the case of any proxy appointment made by electronic means) at any time not less than 24 hours (or such shorter period as the Board may determine) before any new time appointed for holding the meeting.

- (8) Notice of every general meeting shall be given in accordance with the provisions of article 34 hereof, but the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.
- (9) For the purposes of determining which persons are entitled to attend and/or vote at a meeting and how many votes such person may cast, the Company may specify in the notice of the meeting a time, not more than 24 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.

15. PROCEEDINGS AT GENERAL MEETINGS

- (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. 2 persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a body corporate, shall be a quorum provided that if at any time all of the issued shares in the Company are held by or by a nominee for a holding company, such single member present in person by duly authorised representative of a body corporate or by proxy shall constitute a quorum.
- (2) If within half-an-hour from the time appointed for the meeting a quorum is not present or, if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of the members, shall be dissolved. In any other case, the meeting shall stand adjourned to the place time and day in the next week to be appointed by the chairman or if no place time and day is so appointed to the same day in the next week at the same time and place and if at the adjourned meeting a quorum as above defined is not present within half-an-hour from the time appointed for the meeting 1 person entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a body corporate, shall constitute a quorum.
- (3) The chairman of the meeting may with the consent of any meeting at which a quorum is present (and must do so if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 10 days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. The Directors must fix the place, date and time of an adjourned meeting if the original meeting has been adjourned indefinitely.
- (4) Any member may participate in a general meeting by means of a conference telephone or similar communications equipment whereby all the members participating in the general meeting can hear each other and the members participating in this manner shall be deemed to be present in person at such meeting for all the purposes of these articles.

- (5) Each Director (or failing him his alternate) shall be entitled to attend and speak at any general meeting of the Company whether or not he is a member. The chairman of the Board (if any) or the Directors may invite any person to attend and speak at any general meeting of the Company if he considers that such person has the appropriate knowledge or experience of the Company's business to assist in the deliberations of the meeting.
- (6) The chairman (if any) of the Directors shall preside as chairman at every general meeting of the Company or if there is no such chairman or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act the Directors present shall elect 1 of their number to be chairman of the meeting.
- (7) If at any meeting no Director is willing to act as chairman or if no Director is present within 15 minutes after the time appointed for holding the meeting the members present shall choose 1 of their number to be chairman of the meeting.
- (8) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) decided upon by the chairman of the meeting or demanded by at least 5 members present in person or by proxy having the right to vote at the meeting or by any member or members present in person or by proxy representing at least 1/10 (one-tenth) of the total voting rights of all members having a right to vote on the question at the meeting and unless a poll is so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the proceedings of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- (9) A demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman of the meeting. 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, or after a result of a show of hands is declared, the chairman of the meeting or other member or members so entitled may demand a poll.
- (10) A resolution in writing or by using Electronic Communication signed by all the members of the Company for the time being entitled to receive notice of and to attend and vote at general meetings or their duly appointed attorneys shall be as valid and effectual as if it had been passed at a meeting of the members duly convened and held. Any such resolution may consist of several documents or Electronic Communications in the like form signed by 1 or more of the members or their attorneys and signature in the case of a corporate body which is a member shall be sufficient if made by a director thereof or its duly appointed attorney.
- (11) Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

- (12) If a poll is duly demanded it shall be taken in such manner as the chairman of the meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (13) In the case of an equality of votes whether 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 shall be entitled to a second or casting vote in addition to any votes to which he may be entitled as a member or on behalf of another member.
- (14) A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, not being more than 30 days from the date of the meeting or adjourned meeting at which the poll is demanded. No notice need be given of a poll not taken forthwith if the notice and place at which it is to be taken are announced at the meeting in respect of which it is demanded. In any other case, at least 7 clear days' notice must be given specifying the time and place at which the poll is to be taken.
- (15) A 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.
- (16) If the chairman of the meeting in good faith rules an amendment proposed to a resolution under consideration out of order, the proceedings on the substantive resolution are not invalidated by an error in that ruling.
- (17) No amendment to a resolution proposed as a special resolution (other than a clerical amendment to correct a manifest error) may be considered or voted on.
- (18) No amendment to a resolution proposed as an ordinary resolution (other than a clerical amendment to correct a manifest error) may be considered or voted on unless:
 - (a) notice of that amendment is given to the Company at least 24 hours before the meeting; or
 - (b) in the absence of such a notice, the chairman of the meeting in his absolute discretion decides that the amendment may be considered and voted on.
- (19) The decision of the Board or the chairman of the meeting made in good faith on matters of procedures or arising incidentally from the business of the meeting, and as to whether a matter is of such a nature, is final.
- (20) The appointment of a proxy to vote at a meeting is deemed to confer authority to demand or join in demanding a poll, (and for the purposes of article 15(8), a demand by a person as proxy for a member or as duly authorised corporate representative of a member is the same as a demand by that member) and to vote on a poll or on the election of a chairman of the meeting.

- (21) If at a meeting a vote is counted which ought not to have been counted, or might have been rejected, or if at a meeting a vote has not been counted which ought to have been counted, the error does not vitiate the result of the voting unless:
 - (a) it is pointed out at that meeting (but not at an adjournment of that meeting); and
 - (b) in the opinion of the chairman of the meeting it is of sufficient magnitude or significance to vitiate the result of the voting.

16. VOTES OF MEMBERS

- (1) Subject to any special rights restrictions or prohibitions as regards voting for the time being attached to any shares on a show of hands every member present in person or by proxy or (in the case of a corporation) by duly authorised representative shall have 1 vote and on a poll every member present either personally or (in the case of a corporation) by duly authorised representative or by proxy and entitled to vote shall have 1 vote for each share of which he is the holder.
- (2) In the case of joint holders unless such joint holders shall have chosen 1 of their number to represent them and so notified the Company in writing the vote of the most senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register.
- (3) Where a member is of unsound mind his curator appointed by the Royal Court or the person appointed by a court of competent jurisdiction to administer to his affairs may vote whether on a show of hands or on a poll and may on a poll vote by proxy. Evidence to the satisfaction of the Directors of the authority of such curator or other person may be required by the Directors prior to any vote being exercised by such curator or other person.
- (4) No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company of which he is holder or 1 of the joint holders have been paid.
- (5) On a poll votes may be given either personally, by corporate representative or by proxy. On a poll, a member entitled to more than 1 vote need not, if he votes, use all his votes or cast all his votes in the same way.
- (6) The instrument appointing a proxy shall be in writing signed by the appointor or of his attorney duly authorised in writing or if the appointor is a corporation either under its common seal or under the hand of an officer or attorney so authorised. A proxy need not be a member of the Company.
- (7) The instrument appointing a proxy must:
 - (a) in the case of an appointment made in hard copy form, be received at the office or at such other place as may be specified by the Company in the notice convening the meeting (or otherwise) for the receipt of

appointments of proxy in hard copy form, not less than 24 hours (or such shorter time as the Board may determine) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for taking the poll, together with (if required by the Board) the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority, and in default the instrument of proxy shall not be treated as valid; or

- (b) in the case of an appointment made by electronic means be received at the address specified by the Company for the receipt of appointments by proxy by electronic means not less than 24 hours (or such shorter time as the Board may determine) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for taking the poll, and in default the instrument of proxy shall not be treated as valid. Any power of attorney or other authority (if any) under which it is signed (or made) or a notarially certified copy of that power or authority, must (if required by the Board) be received as such address as may be specified by the Company for the receipt of such documents not less than 24 hours (or such shorter time as the Board may determine) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for taking the poll, and in default the instrument of proxy shall not be treated as valid.
- (8) An instrument appointing a proxy shall be in any usual common form or in any form of which the Directors shall approve.
- (9) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (10) A vote given or act done in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the appointor or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given unless notice in writing of such death insanity revocation or transfer as aforesaid shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting or poll at which the vote was given or the act was done.
- (11) No objection shall be raised as to the admissibility to any vote except at the meeting or adjourned meeting or poll at which the vote objected to is given or tendered. Every vote not disallowed at such meeting or poll shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the chairman of the meeting decides that the error is of sufficient magnitude to vitiate the resolution. The chairman of the meeting's decision on such matters shall be final and conclusive.

17. CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

18. APPOINTMENT OF DIRECTORS

- (1) The number of Directors shall be not fewer than 4. The first Directors shall be appointed in writing by the subscribers to the memorandum or a majority of them.
- (2) A Director need not be a member in the Company.
- (3) The Directors shall have power at any time and from time to time to appoint subject to the provisions of the Law any person to be a Director either to fill a casual vacancy or as an additional Director.
- (4) The Company may by ordinary resolution appoint any person to office as a Director.

19. RESIGNATION DISQUALIFICATION AND REMOVAL OF DIRECTORS

- (1) A Director shall cease to hold office if he:
 - (a) ceases to be a Director by virtue of any provisions of the Law or becomes prohibited by law from or disqualified by law for being a director; or
 - (b) resigns his office by instrument in writing under his hand left at the office; or
 - (c) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (d) is removed by ordinary resolution of the Company; or
 - (e) is asked to resign by instrument in writing signed by each of the other directors; or
 - (f) is or has been suffering from mental ill health and the Directors resolve that his office be vacated; or
 - (g) is removed by notice to the Company in writing signed by the holders of more than half the issued shares of the Company and deposited at the office.
- (2) Subject to the provisions of these articles and the Law:-

- (a) All Directors shall submit themselves for election by shareholders at the first opportunity after their appointment, and shall not remain in office for longer than 3 years since their last election or re-election without submitting themselves for re-election. At each Annual General Meeting, the Directors subject to retirement in accordance with article 19(2)(b) shall retire from office. A Director retiring at such meeting shall retain office until the dissolution of such meeting and accordingly on retiring a Director who is re-elected or deemed to have been re-elected pursuant to article 19(3) will continue in office without a break.
- (b) The Directors to retire by rotation shall include any Director who wishes to retire and not to offer himself for re-election and any Director who has been, or who by the time of the next Annual General Meeting will have been, in office for 3 years. In so far as the number of Directors retiring as calculated above is less than $\frac{1}{3}$ (one-third) of the Directors or if their number is not 3 or a multiple of 3 the number nearest to but not exceeding $\frac{1}{3}$ (one-third) of the Directors, the Directors who have been longest in office shall also retire. As between 2 or more Directors who have been in office an equal length of time, the Directors to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from the date of his last election or appointment when he has previously vacated office. A retiring Director shall be eligible for re-election.
- (3) The Company at the meeting at which a Director retires in the manner aforesaid may fill the vacated office by appointing a person thereto by ordinary resolution and in default the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at such meeting it is expressly resolved not to fill the vacated office or a resolution for the re-appointment of such Director shall have been put to the meeting and lost. The Company at such meeting may also (subject to article 18) fill up any other vacancies.

20. ALTERNATE DIRECTORS

- (1) Any Director may at his discretion and at any time and from time to time appoint either another Director or any other person (other than a person prohibited by law from or disqualified by law or by these articles for being a director) to act as an alternate director in his place and may at his discretion remove from office an alternate director so appointed by him. An alternate director need not be a member of the Company.
- (2) An alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the terms conditions and provisions existing with reference to the Directors and each alternate director while so acting shall exercise and discharge all the functions powers and duties as a Director of his appointor in such appointor's absence. In particular, without prejudice to the generality of the foregoing, an alternate director shall be entitled to receive the same notice of meetings of Directors and of all meetings of committees appointed pursuant to article 23(5) hereof of which his appointor is a member as his appointor is entitled to receive and to attend and vote at any such meetings at which the Director appointing him is not personally present.

- (3) Every person acting as an alternate Director shall be subject in all respects to these articles relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of the Director appointing him.
- (4) An alternate Director may be paid expenses 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 or remuneration in his capacity as an alternate Director, except such part (if any) of the remuneration payable to his appointer as the appointer may, by notice to the Company, direct.
- (5) An alternate director shall ipso facto cease to hold office as such if his appointor ceases for any reason to be a Director or if and when the term of his appointment expires or if any of the circumstances described in article 19 hereof apply to him.
- (6) Any appointment and any removal of an alternate director by his appointor shall be by notice in writing to the Company and to the alternate director signed by the Director making or revoking the appointment.

21. EXECUTIVE AND NON-EXECUTIVE DIRECTORS

- (1) The Directors may from time to time appoint 1 or more of their number to any executive office under the Company. Any such appointment may be made upon such terms and for such periods as the Directors may determine. The appointment of any Director to an executive office may be revoked or terminated at the discretion of the Board, but without prejudice to any claim to damages for breach of any contract of service between him and the Company. A director so appointed shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee authorised by the Board may decide, and either in addition to or in lieu of any fee paid to him as a Director (as referred to in article 37(1) and without limitation to any other amounts payable to him under these articles (including without limitation under article 37(2))).
- (2) The Directors may entrust to and confer upon any Director holding executive office any of the powers exercisable by the Directors, upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke withdraw alter or vary all or any of such powers.
- (3) The Directors may from time to time, and at any time, pursuant to this article appoint any other persons to any post with such descriptive title including that of director (whether as associate, executive, group, divisional, departmental, deputy, assistant, local or advisory director or otherwise) as the Directors may determine and may define, limit, vary and restrict the powers, authorities and discretions of persons so appointed and may fix and determine their remuneration and duties, and subject to any contract between him and the Company may remove from such post any person so appointed. A person so appointed shall not be a Director of the Company for any of the purposes of these Articles or of the Law, and accordingly shall not be a member of the Board of Directors or (subject to article 23(5)) of any

committee thereof, nor shall he be entitled to be present at any meeting of the Directors or of any such committee, except at the request of the Directors or of such committee, and if present at such request he shall not be entitled to vote thereat.

22. POWERS OF DIRECTORS

- (1) The business of the Company shall be managed by the Directors who may pay all expenses incurred in setting up and registering the Company and who may exercise all such powers of the Company as are not by the Law the memorandum of the Company or these articles or any directions given by special resolution required to be exercised by the Company in general meeting. No alteration of the memorandum of the Company or these articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Directors by these articles. A meeting of the Directors at which a quorum is present may exercise all powers and discretions exercisable by the Directors.
- (2) The Directors (or a 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 increasing the number of Directors to that number or calling a general meeting to make such appointments, but not for any other purpose. If no Directors or a Director is able or willing to act, any 2 members may requisition a general meeting for the purpose of appointing Directors.
- (3) The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers. A power of attorney may be executed under the Seal or otherwise as the Directors may resolve.
- (4) The Directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or who was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

23. PROCEEDINGS OF DIRECTORS

- (1) The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit and may determine the quorum necessary for the transaction of business which in default of such determination shall be 3. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. A Director who is also appointed an alternate director shall, if his appointor is not

present, be counted as 2 Directors for the purpose of making a quorum of Directors when such quorum exceeds 2 so that, when the quorum is 2, not fewer than 2 individuals shall be present.

- (2) Meetings of the Directors shall be held in Jersey or in such other place as may be determined by the Directors. Any Director may participate in a meeting of the Directors or in a committee thereof by means of a conference telephone, video conference facility or any other form of communications equipment whereby all the Directors participating in the meeting can hear each other and the Directors participating in this manner shall be deemed to be present in person at such meeting for all the purposes of these articles.
- (3) A Director may at any time (and the Secretary upon the request of a Director shall) convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the chairman shall have a second or casting vote. A Director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- (4) The Directors may elect and remove a chairman of their meetings and determine the period for which he is to hold office but if no such chairman is elected or if at any meeting the chairman is not present at the time appointed for holding the same the Directors present shall choose 1 of their number to be chairman of such meeting.
- (5) The Directors may delegate any of their powers to any committee consisting of 1 or more Directors and (if thought fit) 1 or more other persons, but a majority of the members of the committee shall be Directors. No resolution of such a committee shall be effective unless a majority of those present when it is passed are Directors. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed upon it by the Directors. The meetings and proceedings of any such committee shall be governed by the provisions of these articles regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations made by the Directors under this article. An appointment or delegation may be made on such terms and conditions as the Board decides. The Board may remove a person so appointed to a committee or local board and remove or vary any delegation
- (6) All acts done by any meeting of the Directors or of a committee appointed by the Directors or by any person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or a member of a committee appointed by the Directors.
- (7) A resolution in writing or given using Electronic Communications to an address being notified for that purpose to the Directors, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, or by all the members of a committee appointed pursuant to article 23(5) hereof, shall be as valid

and effectual as if it had been passed at a meeting of the Directors or (as the case may be) at a meeting of such a committee duly convened and held and may consist of several documents or Electronic Communications in the like form each signed by 1 or more Directors or (as the case may be) committee members.

- (8) The Directors shall cause minutes or records to be made and kept in books or registers provided for the purpose:
 - (a) of all appointments of Directors and Secretaries in accordance with the provisions of the Law;
 - (b) of all resolutions and proceedings of all meetings of the Company class meetings of members and meetings of the Directors and of committees appointed pursuant to article 23(5) hereof; and
 - (c) of the names of the persons present at each meeting referred to in article 23(8) (b) hereof.
- (9) Subject to these articles, the Directors may make any rules as they see fit as to how they take decisions and about how such decisions are to be recorded or communicated to Directors.

24. DIRECTORS CONFLICTS OF INTEREST

- (1) A Director may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as member or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of or from his interests in such other company unless the Company otherwise directs.
- (2) No Director shall be disqualified by his office from contracting with the Company either as vendor purchaser or otherwise nor subject to the provisions of the Law and article 24 (3) hereof shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided or liable to be set aside.
- (3) A Director who has directly or indirectly an interest in a transaction entered into or proposed to be entered into by the Company or by a subsidiary of the Company which to a material extent conflicts or may conflict with the interests of the Company and of which he has actual knowledge shall disclose to the Company (by notice to the Directors) the nature and extent of his interest. Subject thereto any such Director shall not be liable to account to the Company for any profit or gain realised by him on such transaction.
- (4) A notice in writing given to the Company by a Director that he is to be regarded as interested in a transaction with a specified person is sufficient disclosure of his interest in any such transaction entered into after the notice is given.
- (5) Subject to article 23 and article 24(3) hereof a Director may vote in respect of any such transaction and if he does so vote his vote shall be counted and he shall be

capable of being counted towards the quorum at any meeting of the Directors at which any such transaction shall come before the Directors for consideration.

- (6) Subject to the provisions of the Law a Director may hold any other office or place of profit under the Company in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine.
- (7) Subject to the provisions of the Law any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

25. SEAL

The Directors shall provide for the safe custody of the Seal which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf and every instrument to which the Seal shall be affixed shall unless otherwise determined by resolution of the Directors be signed by 1 Director. Where the Company engages in business outside the Island of Jersey the Company may if the Directors so determine have for use in any country territory or place outside Jersey an official seal which shall be a facsimile of the Seal with the addition on its face either of the words "**Branch Seal**" or the name of the country territory or place where it is to be used and which shall be affixed in the same manner as the Seal or as provided under the Law.

26. AUTHENTICATION OF DOCUMENTS

- (1) Any Director, the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate, and to certify as true, copies of and extracts from:
 - (a) any document comprising or affecting the constitution of the Company;
 - (b) any resolution passed by the Company or the Board or any committee; and
 - (c) any books, records, documents and accounts relating to the business of the Company.
- (2) Where any books, records, documents or accounts are elsewhere than at the office, the local manager or other officer of the Company having their custody shall be deemed to be a person appointed by the Directors for the purposes of article 26(1).
- (3) A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company, the Board or any committee which is certified pursuant to article 26(1) shall be conclusive evidence in favour of all persons dealing with the Company 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.

27. **SECRETARY**

The Secretary shall be appointed by the Directors upon such terms and subject to such conditions as they may think fit and any Secretary so appointed may be removed by them.

28. **DIVIDENDS AND RESERVE**

- (1) The Company in general meeting may by ordinary resolution declare dividends but no dividend shall exceed the amount recommended by the Directors in accordance with the respective rights of the members. No dividend shall exceed the amount recommended by the Board.
- (2) The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the financial position of the Company. If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the financial position of the Company justifies the payment. Provided the Directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
- (3) No dividend shall be paid otherwise than in accordance with the provisions of Article 115 of the Law.
- (4) Subject to any rights or privileges for the time being attached to any shares in the capital of the Company having preferential deferred or other special rights in regard to dividends the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls.
- (5) 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 except that if any share is issued on terms providing that it shall rank for dividend as if paid up (in whole or in part) as from a particular date (either past or future) such share shall rank for dividend accordingly.
- (6) The Directors may agree with any member that dividends which may be declared or become due on his shares in 1 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.
- (7) Without prejudice to the foregoing, the Directors may before recommending any dividend set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall at their discretion be applicable for any

purpose to which the profits of the Company may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

- (8) The Directors may deduct from any dividend payable to any member all such sums of money (if any) as may be due and payable by him to the Company on account of calls or otherwise.
- (9) If several persons are registered as joint holders of any share any 1 of them may give effectual receipts for any dividend or other amount payable on the share.
- (10) Notice of any dividend that may have been declared shall be given in manner hereinafter mentioned to the person entitled to share therein.
- (11) No dividend shall bear interest against the Company.
- (12) Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled or in the case of joint holders to that 1 whose name stands first on the Register in respect of their joint holding and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent and the Company shall not be responsible for any loss in transmission and payment by cheque or warrant as provided herein shall be a good discharge to the Company. Without prejudice to the generality of the foregoing, in respect of shares in uncertificated form, such payment may include the sending by the Company or by any person on its behalf of an instruction to the authorised operator of the relevant computer system to credit an account designated by the authorised operator of the relevant computer system for the benefit of the holder or joint holders or person or persons entitled thereto or, if permitted by the Company, of such person as the holder or joint holders or person or persons entitled thereto may in writing direct. Nothing in this article 28(12) shall prevent the payment by or on behalf of the Company of any dividend or other monies payable by electronic means and such payment shall be a good discharge thereof to the Company and shall be at the risk of the person entitled to the money represented thereby.

- (13) All unclaimed dividends may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. No unclaimed dividend shall bear interest against the Company. The payment by the Directors of any unclaimed dividend or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of 12 years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.
- (14) If, in respect of a dividend or other amount payable in respect of a share, on 2 consecutive occasions (or after 1 occasion if reasonable enquiries have failed to establish a new address for the person or persons entitled to that payment) a cheque or warrant in payment of the dividend or other amount is sent by post and is returned undelivered or left uncashed during the period for which it is valid, the Company is not obliged to send a dividend or other amount in respect of that share until a person entitled to the share notifies the Company of an address for that purpose.
- (15) If, in respect of a dividend or other amount payable in respect of a share, on 2 consecutive occasions (or after 1 occasion if reasonable enquiries have failed to establish a new account for the person or persons entitled to that payment) a sum in payment of the dividend or other amount cannot be sent to an account by means of payment as described in this article due to a problem in connection with that account, the Company is not obliged to send a dividend or other amount in respect of that share until a person entitled to the share notifies the Company of an account for that purpose.
- (16) The Directors may, with the authority of an ordinary resolution of the Company, direct that 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. Where any difficulty arises with the distribution, the Directors may settle the difficulty as they think fit and, in particular, may:
- (a) issue fractional certificates (or ignore fractions);
 - (b) fix the value for distribution of the specific assets or any part of them;
 - (c) determine that cash payments be made to any members on the basis of the value so fixed in order to secure equality of distribution; and
- (17) vest any of the specific assets in trustees on such trusts for the persons entitled to the dividend as the Directors may think fit.

29. CAPITALISATION OF RESERVES ETC.

Without prejudice to article 28 and subject to any necessary sanction or authority being obtained the Company in general meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of a fixed dividend with or without further participation in profits and (a) for the time being standing to the credit of any reserve fund of the Company including premiums received on the issue of any shares or debentures of the Company or (b) being undivided profits in the hands of the Company be capitalised and that such sum be appropriated as capital to and amongst the

members in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend and in such manner as the resolution may direct and the Directors shall in accordance with such resolution apply such sum in paying up in full or in part (where permitted by the Law) any unissued shares or debentures of the Company on behalf of such members and appropriate such shares or debentures or other obligations of the Company to and distribute and/or allot the same credited as fully paid up or partly paid up (where permitted by the Law) amongst them in the proportions aforesaid in satisfaction of their shares and interests in the said capitalised sum or shall apply such sum or any part thereof on behalf of such members in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued shares or debentures or other obligations of the Company held by them. Where any difficulty arises in respect of any such distribution the Directors may settle the same as they think expedient and in particular they may fix the value for distribution of any fully paid up shares or debentures make cash payments to any members on the footing of the value so fixed in order to adjust rights and vest any such shares or debentures in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors.

30. **SCRIP DIVIDEND**

- (1) 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 30.
- (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 5th (fifth) Annual General Meeting of the Company to be held following the date of the meeting at which the ordinary resolution is passed.
- (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.
- (4) For the purposes of article 30(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, for the day on which such shares are first quoted "ex" the relevant dividend and the 4 subsequent dealing days or in such other manner as the Directors may decide.
- (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.
- (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.

- (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.
- (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.
- (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 members concerned).
- (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 30 is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.
- (11) The Board shall not make a scrip dividend available unless the Company has sufficient unissued shares to give effect to elections which could be made to receive that scrip dividend and the Board is of the view that the financial position of the Company justifies the same.

31. ACCOUNTS AND AUDITORS

- (1) The Directors shall cause accounting records to be kept which are sufficient to show and explain the Company's transactions and are such as to disclose with reasonable accuracy at any time the financial position of the Company at that time and enable the Directors to ensure that any accounts prepared by the Company comply with the requirements of the Law.
- (2) The accounting records shall be kept at the office or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors the Secretary and any liquidator of the Company provided that if such records are kept outside the Island returns with respect to the business dealt with in such records shall be sent to and kept in the Island where they must at all times be open to the inspection of the Directors the Secretary and any liquidator of the Company and must be such as to disclose with reasonable accuracy the financial position of the business in question at intervals of not more than 6 months and enable the Directors to ensure that any accounts prepared by the Company comply with the requirements of the Law. Subject to the provisions of the Law such accounting records shall be preserved for a period of at least 10 years from the date on which they are made.

- (3) The Directors shall determine and may vary the accounting reference date for the Company by resolution of the Directors and shall cause to be prepared accounts for the Company for periods of not more than 18 months beginning at the end of the period covered by the most recent profit and loss account. Such accounts shall be prepared in accordance with generally accepted accounting principles and show a true and fair view of the profit or loss of the Company for the period and of the state of the Company's affairs at the end of the period and comply with any other requirements of the Law.
- (4) The Company's accounts shall be approved by the Directors and signed on their behalf by at least 1 Director.
- (5) Within 7 months after the end of the financial period the accounts of the Company for that period shall be prepared examined and reported on by auditors and laid before a general meeting with a copy of the auditors' report.
- (6) Within 7 months after the end of each financial period, the Directors shall deliver to the registrar a copy of the accounts for that period signed by 1 of the Directors on behalf of them all and a copy of the auditors' report thereon together with certified correct translations where such documents are not produced in the English language.
- (7) Auditors shall be appointed for the Company under the provisions of the Law to examine and report in accordance with the Law on the accounts of the Company. The provisions of the Law shall govern inter alia the powers and duties of the auditors the auditors' report on the accounts of the Company and the re-appointment removal and replacement of the auditors.

32. UNTRACED SHAREHOLDERS

- (1) Subject to the Law, the Company shall be entitled to sell at the best price reasonably obtainable the shares of a member or the shares to which a person is entitled by virtue of transmission on death or bankruptcy if and provided that:
 - (a) during the period of 12 years prior to the date of the publication of the advertisements referred to in article 32(1)(b) below (or, if published on different dates, the earlier thereof) at least 3 dividends in respect of the shares in question have become payable and all warrants and cheques in respect of the shares in question sent in the manner authorised by these articles have remained uncashed; and
 - (b) the Company on expiry of the said period of 12 years shall have inserted advertisements in at least 1 newspaper having a national circulation in the United Kingdom and in a at least 1 newspaper circulating in the area of the registered address of such member or other person who may be affected in accordance with these articles, as appearing in the Register, giving notice of its intention to sell the said shares; and
 - (c) during the said period of 12 years and the period of 3 months following the publication of the said advertisements the Company shall not have received

indication, either of the whereabouts or of the existence of such member or person; and

- (d) notice shall have been given to any relevant listing authority or investment exchange of its intention to make such sale.
- (2) To give effect to any such sale the Company may:
- (a) in respect of any certificated shares appoint any person to execute as transferor an instrument of transfer of the said shares and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto;
 - (b) authorise the conversion of shares to be sold which are in certificated form into uncertificated form and vice versa; and
 - (c) in respect of uncertificated shares, make any other arrangements consistent with the Regulations for their transfer to or in connection with the directions of the transferee.

The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit.

33. **BORROWING, SECURITY AND OTHER POWERS**

Without limitation to article 22 hereof, the Directors may exercise all the powers of the Company as are not by the Law the memorandum of the Company or these articles or any directions given by special resolution required to be exercised by the Company in general meeting, to borrow money, to provide guarantees and indemnities, enter into subordination arrangements, and to grant security (including without limitation to mortgage or charge its undertaking, property and assets both present and future and uncalled capital, or any part thereof), and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or its parent undertaking (if any) or any subsidiary undertaking of the Company or of any third party.

34. **NOTICES**

- (1) Any notice or document to be given to or by any person pursuant to these articles shall be in writing or be given using Electronic Communications to an address for the time being notified for that purpose to the person giving the notice, save that a

notice calling a meeting of the Directors need not be in writing or by Electronic Communication.

- (2) A notice or document may be given by the Company to any member personally or by sending it either by post to him at his registered address or to the address supplied by him to the Company for the giving of notices to him or by sending it by facsimile to him at any facsimile number supplied by him to the Company specifically for the purpose of serving formal notices on him or by sending it by Electronic Communication to an address or number for the time being notified to the Company by the member for that purpose.
- (3) A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received due notice of the meeting and, where requisite, of the purposes for which it was called.
- (4)
 - (a) Any notice or document shall be deemed to have been served in the case of posting on the day following the date of posting. In the case of service of any notice by facsimile such notice shall be deemed to have been served immediately on transmission of such notice. Any notice or document not sent by post but left at a member's registered address for service is deemed to be given on the day it is so left.
 - (b) A notice or other document contained in an Electronic Communication shall be deemed to be served 24 hours after the time it was sent. Proof that a notice or document contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or document was served.
- (5) A notice given by advertisement shall be published in at least 1 newspaper having a national circulation in the United Kingdom and shall be deemed to have been served at noon on the day on which the advertisement appears.
- (6) In proving service of any notice by post it shall be sufficient to prove that the notice was properly addressed stamped and posted. In the case of service of any notice by facsimile it shall be sufficient to prove receipt by the sender of a confirmed facsimile transmission report.
- (7) If by reason of the suspension or curtailment of postal services in the Island of Jersey (or elsewhere) the Company is unable effectively to convene a general meeting by notices sent by post, the Board may, as an alternative to any other method of service permitted by these articles, resolve to convene a general meeting by a notice advertised in at least 1 newspaper having a national circulation in the United Kingdom. The Company must send confirmatory copies of the notice by post if at least 4 days before the day of the meeting the posting of notices again becomes practicable.
- (8) A notice required to be given by the Company to the members or any of them, and not provided for by or pursuant to these articles, is sufficiently given if given

by a notice advertised in at least 1 newspaper having a national circulation in the United Kingdom.

- (9) A notice may be given by the Company to the joint holders of a share by giving notice to the joint holder named first in the Register in respect of the share.
- (10) A notice may be given to the guardian of a minor member or to the curator appointed by the Royal Court or other person appointed by a court of competent jurisdiction to administer to the affairs of any member of unsound mind or to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to such persons by name or by the title of guardian or curator appointed by the Royal Court or other person appointed by a court of competent jurisdiction to administer to the affairs of such member of unsound mind or representatives of the deceased or trustee of the bankrupt or by any like description at the address supplied for the purpose by such persons. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the member in question had not been a minor or of unsound mind, or if the death or bankruptcy of the member in question had not occurred.
- (11) Subject to the provisions of these articles, notice of every general meeting shall be given to every member, to each Director and to such other persons as the Directors shall at any time and from time to time determine.
- (12) References to sending to any persons printed copies and references to documents and notices being deposited at or delivered to an address include references to using Electronic Communications for sending those copies or documents or notices to such address as may for the time being be notified to the Company by that person for that purpose. Copies of those documents or notices are also to be treated as sent to a person where:
 - (a) the Company and that person have agreed to that person having access to the documents or notices on a web site (instead of their being sent to such person);
 - (b) the documents or notices are documents or notices to which that agreement applies; and
 - (c) that person is notified, in a manner for the time being agreed for the purpose between such person and the Company, of:
 - (1) the publication of the documents or notices on a web site;
 - (2) the address of that web site; and
 - (3) the place on that web site where the documents or notices may be accessed, and how they may be accessed.
- (13) Documents or notices treated as sent to any person pursuant to article 34(12) are to be treated as sent to such person not less than 14 clear days before the date of a meeting if, and only if:

- (a) the documents or notices are published on the web site throughout a period beginning at least 14 clear days before the date of the meeting and ending with the commencement of the meeting; and
 - (b) the notification given for the purposes of article 34(12)(c) is given not less than 14 clear days before the date of the meeting.
- (14) Nothing in these articles shall invalidate the proceedings of a meeting where:
- (a) any documents or notices that are required to be published as mentioned in article 34(13) are published for a part, but not all, of the period mentioned in that paragraph; and
 - (b) the failure to publish those documents or notices throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.

35. ELECTRONIC COMMUNICATION

- (1) Where the notice, document or other information is served, sent or supplied by electronic means, it may only be served, sent or supplied to an address specified for that purpose by the intended recipient.
- (2) Communications sent to the Company by electronic means shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.
- (3) Where these articles require or permit a notice or other document to be authenticated by a person by electronic means, to be valid it must incorporate the electronic signature or personal identification details of that person, in such form as the Directors may approve, or be accompanied by such other evidence as the directors may require to satisfy themselves that the document is genuine.

36. WINDING UP

- (1) Subject to the claims of any secured creditors and to the provisions of any enactment as to preferential payments the Company's property shall on winding up be realised and applied in satisfaction of the Company's liabilities *pari passu* and subject thereto any surplus shall then be distributed amongst the members according to their rights and interests in the Company. Subject to the rights of the holders of shares issued upon special conditions if the assets available for distribution to members shall be insufficient to pay the whole of the paid up capital such assets shall be shared on a *pro rata* basis amongst members by reference to the number of fully paid up shares held by each member respectively at the commencement of the winding up.
- (2) If the Company shall be wound up the liquidator or where there is no liquidator the Directors may with the sanction of a special resolution divide amongst the members in specie any part of the assets of the Company or vest the same in

trustees upon such trusts for the benefit of the members as the liquidator or the Directors (as the case may be) with the like sanction shall think fit.

37. FEES, REMUNERATION, EXPENSES, PENSIONS AND SHARE SCHEMES

- (1) Each of the Directors shall be paid a fee at such rate as may from time to time be determined by the Board provided that the aggregate of all fees so paid to any non-executive Directors (excluding amounts payable under any other provision of these articles, including without limitation under 37(2) and for the avoidance of doubt, without limitation to any fee payable to any executive Director under this article 37(1) or any other amounts payable to any executive Director under any other provision of these articles, including without limitation, under articles 21(1) and 37(2)) shall not exceed £1,000,000 per annum or such higher amount as may from time to time be decided by ordinary resolution of the Company.
- (2) Any Director (whether a non-executive or executive Director) who performs services which in the opinion of the Board or any committee authorised by the Board go beyond the ordinary duties of a Director (whether a non-executive or executive Director, as the case may be) may be paid such reasonable extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board or any committee authorised by the Board may in its discretion decide in addition to any fee or remuneration provided for by or pursuant to any other article (including without limitation, under articles 21(1) and 37(1)).
- (3) Each Director (whether a non-executive or executive Director) may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the Board or committees of the Board or general meetings of the Company or any other meeting which as a Director he is entitled to attend and shall be paid all other costs and expenses properly and reasonably incurred by him in the conduct of the Company's business or in the discharge of his duties as a director.
- (4) The Company may, if so determined by the Board, establish, maintain, participate in or contribute to or procure the establishment, maintenance of, participation in or contribution to any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, benefits and emoluments to, any persons who are or were at any time in the employment or service of the Company or any of its predecessors in business or of any company which is a holding company or a subsidiary of the Company or who may be or have been Directors or officers of the Company or of any such other company as aforesaid and who hold or have held executive positions or agreements for service with the Company or any such other company, and the wives, husbands, widowers, widows, families and dependants of any such persons. Any Director who holds or has held any such executive position or agreement for service shall be entitled to participate in and retain for his own benefit any such donations, gratuities, pensions, allowances, benefits or emoluments.
- (5) The Company may, if so determined by the Board, also establish and maintain any employees' share scheme, share option or share incentive scheme whereby selected

employees of the Company or of any company which is a subsidiary of the Company are given the opportunity of acquiring shares in the capital of the Company on the terms and subject to the conditions set out in such scheme and establish and (if any such scheme so provides) contribute to any scheme for the purchase by or transfer, allotment or issue to trustees of shares in the Company or its holding company to be held for the benefit of employees (including officers) of the Company and lend money to such trustees or employees to enable them to purchase such shares provided that if any shares are to be issued to employees or trustees under the provisions of any such scheme pursuant to which the rights attaching to such shares shall be altered or varied then any such scheme shall be approved by special resolution and these articles shall be deemed to be altered so far as appropriate by the special resolution approving such scheme.

38. INDEMNITY

- (1) Every Secretary agent servant and employee of the Company shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay the costs charges losses liabilities damages and expenses which any such person may incur in the course of the discharge by him of his duties as Secretary agent servant or employee of the Company as the case may be provided that this indemnity shall not be applicable in circumstances where any such person has incurred such costs charges losses liabilities damages and expenses through his own fraud wilful misconduct or gross negligence.
- (2) In so far as the Law allows every present or former officer of the Company shall be indemnified out of the assets of the Company against any loss or liability incurred by him by reason of being or having been such an officer.
- (3) The Directors are empowered to arrange for the purchase and maintenance in the name and at the expense of the Company of insurance cover for the benefit of any officer or former officer of the Company the Secretary and any agent servant or employee of the Company against any liability which is incurred by any such person by reason of the fact that he is or was an officer of the Company the Secretary or an agent servant or employee of the Company.

39. DESTRUCTION OF DOCUMENTS

- (1) The Board may authorise or arrange for the destruction of documents held by the Company as follows:
 - (a) each instrument of transfer 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, at any time after the expiration of 6 years from the date of its registration;
 - (b) each share certificate which has been cancelled or ceased to have effect, at any time after the expiration of 1 year from the date of its cancellation or cessation;

- (c) each notification of change of name or address and each dividend mandate, at any time after the expiration of 2 years from the date of recording of the information in the notification or mandate;
 - (d) each other document in respect of which an entry on the Register or record of uncertificated shares is made, at any time after the expiration of 6 years from the date on which the entry was first made; or
 - (e) each paid dividend warrant or cheque at any time after the expiration of 1 year from the date of actual payment of the warrant or cheque.
- (2) It shall be conclusively presumed in the Company's favour that:
- (a) each entry in the Register or record of uncertificated shares purporting to have been made in respect of an instrument of transfer or other document destroyed in accordance with this article 39, was properly made and that such an instrument or other document was valid and effective and properly registered;
 - (b) each certificate destroyed in accordance with this article 39 was valid and effective and properly cancelled;
 - (c) each entry in the Company's books or records purporting to have been made in respect of any other document destroyed in accordance with this article 39, was properly made and that document was valid and effective; and
 - (d) every paid dividend warrant and cheque so destroyed was duly paid.
- (3) Article 39(2) shall apply to the destruction of a document in good faith and without express notice to the Company that the preservation of the document is relevant to a claim (regardless of the parties to the claim).
- (4) Nothing in this article 39 is to be construed as imposing on the Company a liability in respect of the destruction of a document earlier than as specified in article 39(1) or in any other circumstances in which liability would not attach to the Company or the Board in the absence of this article 39.
- (5) If the Company destroys a document in accordance with this article 39, it may delete any information stored electronically which relates to information which is contained in that document.
- (6) In this article 39, a reference to the destruction of a document includes a reference to the disposal of the document in any manner.
- (7) This article applies, with all necessary modifications and adaptations, to each instrument of transfer, notification of change of name or address and mandate relating to, and each certificate representing, debentures and any other securities in the Company's share or loan capital as it applies to instruments of transfer of, and certificates for, and other documents relating to, shares.