

THE COMPANIES (GUERNSEY) LAW, 2008, AS AMENDED

COMPANY LIMITED BY SHARES

ARTICLES OF INCORPORATION

of

BURFORD CAPITAL LIMITED

As adopted on this 15th day of May 2013



Ogier
Advocates
Ogier House
St Julian's Avenue
St. Peter Port
Guernsey GY1 1WA

THE COMPANIES (GUERNSEY) LAW, 2008, AS AMENDED
COMPANY LIMITED BY SHARES
ARTICLES OF INCORPORATION
OF
BURFORD CAPITAL LIMITED

PRELIMINARY

Exclusion of standard articles

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

INTERPRETATION

1. In these Articles:

- | | |
|------------------------|---|
| “Articles” | means the articles of incorporation of the Company in force from time to time; |
| “Auditors” | means the auditors from time to time of the Company; |
| “board” | means the board of directors of the Company; |
| “Companies Law” | means the Companies (Guernsey) Law, 2008, as amended, extended or replaced from time to time and any Ordinance, Statutory Instrument, rule or regulation made thereunder; |
| “Company” | means the Company incorporated under the Law in respect of which these Articles have been registered; |
| “CREST Guernsey | Rule 8 and such other of the rules and requirements of |

Requirements”	Euroclear as may be applicable to issuers as from time to time specified in the CREST Manual;
“CREST Manual”	means the document entitled “CREST Manual” issued by Euroclear;
“CREST Rules”	means rules within the meaning of the relevant CREST Regulations and/or the Financial Services and Markets Act 2000 made by Euroclear as operator of a designated system under or pursuant to Directive 98/26/EC on settlement finality in payment and securities settlement systems;
“CREST UK system”	means the facilities and procedures for the time being of the relevant system of which Euroclear has been approved as operator pursuant to the UK Regulations;
“dematerialised instruction”	means an instruction sent or received by means of the CREST UK system;
“directors”	means the directors of the Company for the time being or, as the case may be, the directors assembled as a board;
“Document”	has the meaning set out in Article 120;
“DTR”	means the Disclosure Rules and Transparency Rules, being in force in the United Kingdom, as amended from time to time;
“equity securities”	means Shares or a right to subscribe for or to convert securities into Shares;
“Euroclear”	means Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) incorporated in England and Wales under number 2878738 and whose registered office is at 33 Cannon Street, London EC4M 5SB;

“executed”	includes any mode of execution;
“Group Company”	means the Company and any of its subsidiary undertakings from time to time;
“holder” or “member”	in relation to Shares means the member whose name is entered in the register of members as the holder of the Shares;
“Law”	means every Order in Council, Law, Ordinance or Statutory Instrument for the time being in force concerning companies registered in Guernsey and affecting the Company (including, for the avoidance of doubt, the Companies Law) in each case as amended, extended or replaced from time to time and any Ordinance, Statutory Instrument, rule or regulation made thereunder;
“London Stock Exchange”	means London Stock Exchange plc;
“Memorandum”	means the memorandum of incorporation of the Company in force from time to time;
“Net Asset Value” or “NAV”	means the net asset value of the Company calculated in accordance with the accounting policies of the Company from time to time;
“office”	means the registered office of the Company;
“ordinary resolution”	means a resolution of the Company in general meeting adopted by a simple majority of the votes cast at that meeting;
“Ordinary Shares”	means Shares other than Shares that as respects dividends and capital carry a right to participate only up to a

- specified amount in a distribution;
- “secretary”** means the secretary of the Company or other person appointed to perform the duties of the secretary of the Company including a joint, assistant or deputy secretary;
- “Shares”** means shares in the capital of the Company;
- “special resolution”** means a resolution of the Company adopted as a special resolution in accordance with the Law;
- “Sponsor”** In relation to a Sponsored Member, the CREST sponsor identified in the CREST Admission Agreement or such other CREST sponsor as has been accepted by Euroclear from time to time as the Sponsored Member’s CREST sponsor (other than a CREST central sponsor) in accordance with the CREST Requirements; and
- “subsidiary undertakings”** has the meaning given in section 1162 of the United Kingdom’s Companies Act 2006;
- “UK Regulations”** means The Uncertificated Securities Regulations 2001 (SI 2001 No 3755), as amended by the Uncertificated Securities (Amendment) (Eligible Debt Securities) Regulations 2003 (SI 2003 No. 1633), and such other regulations made under s207 of the Companies Act 1989 or s785 of the Companies Act 2006 as are applicable to Euroclear and/or the CREST relevant system and are from time to time in force; and
- “uncertificated”** means a unit of a Guernsey security title to which is recorded on the relevant register of securities as being held in uncertificated form and title to which may be transferred by means of the CREST UK system; and **“certificated”** means a unit of a security which is not an

uncertificated unit.

- (a) Unless the context otherwise requires words or expressions contained in these Articles bear the same meaning as in the Law.
- (b) “in writing” and “written” includes the reproduction of words and figures in any visible form, including, for the avoidance of doubt, and where permitted under law, email.
- (c) Words importing the singular number only shall include the plural number and vice versa.
- (d) Words importing a particular gender only shall include any other gender.
- (e) Words importing persons shall include corporations.
- (f) References to “Shareholders” shall be construed as references to holders for the time being of Shares.
- (g) A reference to the Auditors confirming any matter shall be construed to mean confirmation of their opinion as to such matter whether qualified or not.

SHARE CAPITAL

- 2. (a) Subject to the provisions of the Law and without prejudice to any rights attached to any existing Shares or to the provisions of Article 5(a), any Share in the Company may be issued with or have attached thereto such rights or restrictions as the Company may from time to time by ordinary resolution determine or, subject to or in default of any such direction, as the directors may determine.
- 3. (a) The Company may issue fractions of Shares and any such fractional Shares shall rank *pari passu* in all respects with the other Shares issued by the Company.
- (b) The Company may from time to time acquire its own Shares (including any redeemable shares) in any manner in accordance with the Law, provided that the Company shall not make a market acquisition (within the meaning of section 315 of the Companies Law) of its own Shares unless the acquisition has first been authorised (whether specifically or generally) by an ordinary resolution of Company. Any Shares

acquired by the Company may be cancelled or may be held as treasury shares, subject to and in accordance with the Law.

- (c) Subject to the provisions of the Companies Law, the Company may give financial assistance, as defined by section 330 of the Companies Law directly or indirectly for the purpose of or in connection with the acquisition of its Shares.
 - (d) The Company may issue Shares which are, at the option of the Company, liable to be redeemed and convert all or any class of its Shares into redeemable Shares.
 - (e) The Company may issue Shares which do not entitle the holder to voting rights in any general meeting or entitle the holder to restricted voting rights in any general meeting.
 - (f) Subject to the Law, the directors may permit the holding of Shares of any class of Shares in uncertificated form and the transfer of title to Shares in that class by means of a relevant system and may determine that any class of Shares shall cease to be a participating security for the purposes of any regulations issued under the Law authorising transfer of Shares in dematerialised form.
4. (a) Whenever the capital of the Company is divided into different classes of Shares the rights attached to any class of Shares may (unless otherwise provided by the terms of issue of the Shares of that class) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up:
- (A) with the consent in writing of the holders of a majority of the issued Shares of that class; or
 - (B) with the sanction of an ordinary resolution passed at a separate meeting of the holders of the Shares of that class.
- (b) All the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply to every such separate meeting except that:

- (A) the necessary quorum shall be two persons present holding or representing by proxy at least one-third of the voting rights of the class (provided that if any such meeting is adjourned for lack of a quorum, the quorum at the reconvened meeting shall be those holders of Shares of the class present in person or by proxy) provided always that where the class has only one member, that member shall constitute the necessary quorum; and
 - (B) any holder of Shares of the class in question may demand a poll.
 - (c) The special rights conferred upon the holders of any Shares or class of Shares issued with preferred, deferred or other rights shall (unless otherwise expressly provided by the conditions of issue of such Shares) be deemed not to be varied by the creation or issue of further Shares ranking *pari passu* therewith or by the exercise of any power under the disclosure provisions requiring Shareholders to disclose an interest in the Company's Shares pursuant to Article 7.
5. (a) Subject to the provisions of the Law, these Articles, and any resolution of the Company, the directors:
- (i) have such authority to allot unissued Shares, and to grant rights to subscribe for or to convert any security into Shares, as may from time to time be authorised by the Company by ordinary resolution (subject to the duration and any limitations specified in such resolution), but are not otherwise authorised to allot unissued Shares or to grant rights to subscribe for or to convert any security into Shares;
 - (ii) have general and unconditional authority to sell, transfer or cancel any treasury shares held by the Company, in any such case to such persons, at such times and generally on such terms and conditions as the directors may determine; and
 - (iii) may designate the unissued Shares upon issue as Ordinary Shares or such other class or classes of Shares or as Shares with special or other rights as the directors may then determine.

- (b) The Company may exercise the powers of paying commissions and in such an amount or at such a percentage rate as the directors may determine. Subject to the provisions of the Law any such commission may be satisfied by the payment of cash or, subject to Article 5(a), by the allotment of unissued fully or partly paid Shares or partly in one way and partly in the other. The Company may also on any allotment of unissued Shares pay such brokerage as may be lawful.
- 6. Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise (even when having notice thereof) any interest in any Share other than an absolute right of the registered holder to the entirety of a Share or fraction thereof.
- 7. (a) The Company may, by notice in writing (a “**Disclosure Notice**”) require a person whom the Company knows to be or has reasonable cause to believe is or, at any time during the 3 years immediately preceding the date on which the Disclosure Notice is issued, to have been interested in any Shares:
 - (A) to confirm that fact or (as the case may be) to indicate whether or not it is the case; and
 - (B) to give such further information as may be required in accordance with Article 7(b).
- (b) A Disclosure Notice may (without limitation) require the person to whom it is addressed:
 - (i) to give particulars of his own past or present interest in any Shares (held by him at any time during the 3 year period specified in Article 7(a));
 - (ii) to disclose the identity of any other person who has a present interest in the Shares held by him;
 - (iii) where the interest is a present interest and any other interest in any Shares subsisted during that 3 year period at any time when his own interest subsisted, to give (so far as is within his knowledge) such particulars with

respect to that other interest as may be required by the Disclosure Notice;
and

- (iv) where his interest is a past interest to give (so far as is within his knowledge) like particulars of the identity of the person who held that interest immediately upon his ceasing to hold it.
 - (c) Any Disclosure Notice shall require any information in response to such notice to be given within the prescribed period (which is 28 days after service of the notice or 14 days if the Shares concerned represent 0.25 per cent. or more in number of the issued Shares of the relevant class) or such other reasonable period as the directors may determine.
 - (d) If any member is in default in supplying to the Company the information required by the Company within the prescribed period or such other reasonable period as the directors determine, the directors in their absolute discretion may serve a direction notice on the member. The direction notice may direct that in respect of the Shares in respect of which the default has occurred (the “**Default Shares**”) the member shall not be entitled to vote in general meetings or class meetings. Where the Default Shares represent at least 0.25 per cent. in number of the class of Shares concerned the direction notice may additionally direct that dividends on such Shares will be retained by the Company (without interest) and that no transfer of the Default Shares (other than a transfer authorised under the Articles) shall be registered until the default is rectified.
8. Notwithstanding the provisions of the Law, a Shareholder shall notify the Company of the percentage of voting rights which he/she/it holds in respect of the Shares or through any direct or indirect holding of financial instruments (or through a combination of such holdings) which he/she/it would be required to notify to the Company if DTR 5 applied. For this purpose “**financial instruments**” shall have the meaning ascribed in the glossary to the FSA’s Handbook of rules and guidance and the Company shall be deemed to be an “**issuer**” (as such term is defined in Rule 5.1.1 of DTR 5). Such a notification shall include the information provided for in DTR 5 and be made within two trading days. If a Shareholder fails to comply with this Article 8, the Shares of such Shareholder shall be

treated as if they were Default Shares for the purposes of Article 7(d) and the board may impose on the Shares of such Shareholder all or any of the restrictions mentioned in Article 7(d) until such time as the board is satisfied that the Shareholder has fully complied with this Article 8.

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

PRE-EMPTION RIGHTS

10. (a) Subject to Article 10(d), the Company shall not allot equity securities to a person on any terms unless:
 - (i) it has made an offer to each person who holds Ordinary Shares to allot to him on the same or more favourable terms a proportion of those securities that is as nearly as practicable equal to the proportion in number held by him of all the issued Ordinary Shares; and
 - (ii) the period, which shall not be less than 14 days, during which any offer referred to in Article 10(a)(i) may be accepted has expired or the Company has received notice of the acceptance or refusal of every offer so made,

provided that securities the Company has offered to allot to a holder of Ordinary Shares may be allotted to him, or anyone in whose favour he has renounced his right to their allotment, without contravening this Article 10(a).
- (b) References in this Article 10 to the allotment of equity securities include the sale of Ordinary Shares that immediately before the sale were held by the Company as treasury shares.
- (c) An offer by the directors referred to in Article 10(a) shall be made to a holder of equity securities in accordance with Articles 119, 120, 121, 124, 125, 126, 127, 128 and 129 as if such offer was a notice as referred to therein and the provisions therein relating to service shall apply, mutatis mutandis.
- (d) Article 10(a) shall not apply to a particular allotment of equity securities:

- (i) if these are, or are to be, wholly or partly paid up otherwise than in cash;
or
 - (ii) made under a power conferred on the directors for the purposes of Article 10(e)(i); or
 - (iii) in respect of which the provisions of Article 10(a) have been disapplied pursuant to Article 10(e)(ii).
- (e) Where the directors are authorised for the purposes of Article 5(a):
 - (i) they may be given power by special resolution of the Company to allot equity securities pursuant to that authorisation as if the provisions of Article 10(a): (i) did not apply to the allotment, or (ii) applied to the allotment with such modifications as the directors may determine;
 - (ii) the Company may resolve by special resolution that the provisions of Article 10(a) do not apply to a specified allotment of equity securities to be made pursuant to that authorisation.
- (f) A special resolution pursuant to Article 10(e) ceases to have effect when the authorisation to which it relates (i) is revoked or (ii) would (if not renewed) expire, provided that, if the authorisation is renewed, the power may also be renewed, for a period not longer than that for which the authorisation is renewed, by special resolution of the Company.

CERTIFICATES

11. Every member, upon becoming the holder of any certificated Shares, shall be entitled, without payment, to one certificate for all the Shares of each class held by him (and upon transferring a part of his holding of Shares of any class to a certificate for the balance of such holding) or several certificates each for one or more of his certificated Shares upon payment, for every certificate after the first, of such reasonable sum as the directors may determine. A certificate may be signed by the Company in such manner as the directors deem appropriate and shall specify the number, class and distinguishing numbers (if any) of the Shares to which it relates and the amount or respective amounts paid up thereon.

The Company shall not be bound to issue more than one certificate for certificated Shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

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

LIEN

13. The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that Share. The directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any amount payable in respect of it.
14. The Company may sell in such manner as the directors determine any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen days after notice has been given to the holder of the Share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.
15. To give effect to a sale the directors may authorise any person to execute an instrument of transfer of the Shares sold to or in accordance with the directions of the purchaser. The title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
16. The net proceeds of the sale after payment of the costs shall be applied in payment of so much of the sum for which the lien exists as is presently payable and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any moneys not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

CALLS IN RESPECT OF SHARES AND FORFEITURE

17. Subject to the terms of allotment the directors may make calls upon the members in respect of any moneys unpaid in respect of their Shares and each member shall (subject to receiving at least fourteen days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called in respect of his Shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect whereof the call was made.
18. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
19. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof without the benefit of any right conferred by the droit de division and/or the droit de discussion.
20. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid; either at the rate fixed by the terms of allotment of the Share or in the notice of the call or at such rate not exceeding fifteen per cent. per annum as the directors may determine. The directors may waive payment of the interest wholly or in part.
21. An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of the issue price or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call. The Company may accept from a member the whole or a part of the amount remaining unpaid on any Shares held by him although no part of that amount has been called up.

22. Subject to the terms of allotment, the directors may make arrangements on the issue of Shares to distinguish between members as to the amounts and times of payment of calls in respect of their Shares.
23. If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses which may have been incurred by the Company in respect thereof. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.
24. If the notice is not complied with any Share in respect of which it was given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.
25. A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such a manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale re-allotment or other disposition the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the Share to that person.
26. A person any of whose Shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for any certificated Shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those Shares with interest at the rate at which interest was payable on those moneys before the forfeiture or at such rate as the directors may determine from the date of forfeiture and all expenses until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.

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

TRANSFER OF SHARES

28. (a)(i) The directors shall have power to implement such arrangements as they may, in their absolute discretion, think fit in order for any class of Shares to be admitted to settlement by means of the CREST UK system. Where they do so, Articles 28(a)(ii) and 28(a)(iii) shall commence to have effect immediately prior to the time at which Euroclear admits the class of Shares to settlement by means of the CREST UK system.
- (ii) In relation to any class of Shares which, for the time being, Euroclear has admitted to settlement by means of the CREST UK system, and for so long as such class remains so admitted, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with:
- (A) the holding of Shares of that class in uncertificated form;
 - (B) the transfer of title to Shares of that class by means of the CREST UK system; or
 - (C) the CREST Guernsey Requirements.
- (iii) Without prejudice to the generality of Article 28(a)(ii) and notwithstanding anything contained in these Articles where any class of Shares is, for the time being, admitted to settlement by means of the CREST UK system:
- (A) such securities may be issued in uncertificated form in accordance with and subject as provided in the CREST Guernsey Requirements;

- (B) unless the directors otherwise determine, such securities held by the same holder or joint holder in certificated form and uncertificated form shall be treated as separate holdings;
- (C) such securities may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the CREST Guernsey Requirements;
- (D) title to such of the Shares as are recorded on the register as being held in uncertificated form may be transferred only by means of the CREST UK system and as provided in the CREST Guernsey Requirements and accordingly (and in particular) no provision of these Articles shall apply in respect of such Shares to the extent that those Articles require or contemplate the effecting of a transfer by an instrument in writing and the production of a certificate for the security to be transferred;
- (E) the Company shall comply in all respects with the CREST Guernsey Requirements including, without limitation, CREST Rule 7;
- (F) no provision of these Articles shall apply so as to require the Company to issue a certificate to any person holding such Shares in uncertificated form;
- (G) the maximum permitted number of joint holders of a Share shall be four;
- (H) every transfer of Shares from a CREST account of a CREST member to a CREST account of another CREST member shall vest in the transferee a beneficial interest in the Shares transferred, notwithstanding any agreements or arrangements to the contrary however and whenever arising and however expressed. Accordingly, each CREST member who is for the time being registered as the holder of any Shares in the capital of the Company shall hold such Shares upon trust for himself and for those persons (if any) whose CREST accounts are duly credited with any such Shares or in favour of whom Shares are to be withdrawn from the CREST UK system pursuant to a settled stock withdrawal instruction; and the member and all such persons, to the extent respectively of the Shares duly

credited to their respective CREST accounts or the subject of a settled stock withdrawal instruction, shall accordingly have beneficial interests therein.

(I) Where a dematerialised instruction is expressed to have been sent on behalf of a person by a Sponsor or by Euroclear:

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

- (i) that the instruction was sent with his authority; or
- (ii) that the information contained in it is correct; and

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

- (i) that he has authority to send the dematerialised instruction; or
- (ii) that he has sent the dematerialised instruction.

(J) Where a dematerialised instruction is expressed to have been sent by a person, and it is not expressed to have been sent on behalf of another person, the first person shall not be allowed to deny to the addressee:

- (1) that the information contained in the instruction is correct; or
- (2) that he has sent it.

(K) An addressee who receives a dematerialised instruction (whether directly, or by means of the facilities of a Sponsor acting on his behalf) may (subject to Articles 28(a)(iii)(L) and 28(a)(iii)(M) accept that at the time when it was sent or at any time thereafter:

- (1) the information contained in the instruction was correct;
- (2) the user or authorised operator identified in the instruction as having sent the instruction did send it; and

- (3) if the instruction was expressed to have been sent on behalf of a person, it was sent with the authority of that person.

- (L) Subject to Article 28(a)(iii)(N), an addressee shall not be allowed to accept any of the matters specified in Article 28(a)(iii)(K) where, at the time when he received the dematerialised instruction or at any time thereafter, he was a person who was not either the Company or a Sponsor receiving (in either case) dematerialised instructions on behalf of the Company, and he had actual notice:
 - (1) that any information contained in it was incorrect;
 - (2) that the user or Euroclear expressed to have sent the instruction did not send it; or
 - (3) if the instruction was expressed to have been sent on behalf of a person, that the person had not given to Euroclear or the Sponsor identified in the instruction as having sent it his authority to send the instruction on his behalf.

- (M) Subject to Article 28(a)(iii)(N), an addressee shall not be allowed to accept any of the matters specified in Article 28(a)(iii)(K) where, at the time when he received the dematerialised instruction, he was either the Company or a Sponsor receiving dematerialised instructions on behalf of the Company, and:
 - (1) he had actual notice from Euroclear of any of the matters specified in Article 28(a)(iii)(L); and
 - (2) the instruction was an instruction from Euroclear requiring the registration of title in the circumstances specified in any of subparagraphs 8.1.1, 8.1.2, 8.1.3 and 8.1.4 of the CREST Guernsey Requirements.

- (N) However, where an addressee has received actual notice of a kind to which this Article refers in respect of a properly authenticated

dematerialised instruction, he may accept the matters specified in Article 28(a)(iii)(K) if at the time when he received the actual notice it was not practicable for him to halt his processing of the instruction.

(O) A person who is permitted by Articles 28(a)(iii)(K) or 28(a)(iii)(N) to accept any matter shall not be liable in damages or otherwise to any person by reason of his having relied on the matter that he was permitted to accept.

(P) Except as provided in Article 28(a)(iii)(O), this Article does not affect any liability of a person for causing or permitting a dematerialised instruction:

(1) to be sent without authority;

(2) to contain information that is incorrect; or

(3) to be expressed to have been sent by a person who did not send it.

(b)(i) Articles 28(a)(iii)(I) to 28(a)(iii)(P) are to be construed generally in accordance with the CREST Manual.

(ii) Words and expressions not specifically defined in Articles 28(a) and 28(b) or elsewhere in these Articles shall bear the same meaning as those words and expressions defined in the CREST Manual.

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

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

(A) any member may transfer all or any of his uncertificated Shares by means of a relevant system authorised by the directors in such manner provided for, and subject as provided, in any regulations issued for this purpose under the Law or such as may otherwise from time to time be adopted by the directors on behalf of the Company and the rules of any relevant system and accordingly no provision of these Articles shall apply in respect of an uncertificated Share to the extent that it requires or contemplates the

effecting of a transfer by an instrument in writing or the production of a certificate for the Shares to be transferred;

(B) any member may transfer all or any of his certificated Shares by an instrument of transfer in any usual form or in any other form which the directors may approve; and

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

29. The directors may, without assigning any reasons therefor, refuse to register the transfer of a certificated Share (whether fully paid or not) unless the instrument of transfer is lodged at the office or at such other place as the directors may appoint and is accompanied by any certificates for the Shares to which it relates and such other evidence as the directors may require to show the right of the transferor to make the transfer.
30. The directors may only decline to register a transfer of an uncertificated Share in the circumstances set out in regulations issued for this purpose under the Law or such as may otherwise from time to time be adopted by the directors on behalf of the Company and the rules of any relevant system, and where, in the case of a transfer to joint holders, the number of joint holders to whom the uncertificated Share is to be transferred exceeds four.
31. If the directors refuse to register a transfer of a Share they shall, within two months after the date on which the instrument of transfer was lodged with the Company, send to the transferor and the transferee notice of the refusal.
32. Subject to such restrictions (if any) as may be imposed by the CREST Guernsey Requirements and/or the rules of any other relevant system, the registration of transfers of Shares or of transfers of any class of Shares may be suspended by giving such notices as may be required by the rules of any relevant system at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.

33. No fee shall be charged for the registration of any instrument of transfer or, subject as otherwise herein provided, any other document relating to or affecting the title to any Share.
34. The Company shall be entitled to retain any instrument of transfer of a certificated Share which is registered but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

TRANSMISSION OF SHARES

35. If a member dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any Share which had been jointly held by him.
36. A person becoming entitled to a Share in consequence of the death, bankruptcy or incapacity of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the Share or to make such transfer thereof as the deceased, bankrupt or incapacitated member could have made. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to transfer the Share he shall execute an instrument of transfer of the Share to the transferee. All of the Articles relating to the transfer of Shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death, bankruptcy or incapacity of the member had not occurred.
37. A person becoming entitled to a Share in consequence of the death, bankruptcy or incapacity of a member shall have the rights to which he would be entitled if he were the holder of the Share except that he shall not before being registered as the holder of the Share be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of Shares in the Company.

ALTERATION OF SHARE CAPITAL

38. The Company may by ordinary resolution:

- (a) consolidate and divide all or any of its share capital into Shares of larger amounts than its existing Shares;
 - (b) sub-divide all its Shares, or any of them, into Shares of smaller amount than is fixed by the Memorandum, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced Share shall be the same as it was in the case of the Share from which the reduced Share is derived;
 - (c) cancel any Shares which at the date of the passing of the resolution have not been taken up or agreed to be taken up by any person and diminish the amount of its Share capital by the amount of the Shares so cancelled;
 - (d) convert all or any of its Shares denominated in a particular currency or former currency into Shares denominated in a different currency, the conversion being effected at the rate of exchange (calculated to not less than three significant figures) current on the date of the resolution or on such other dates as may be specified therein;
 - (e) where its share capital is expressed in a particular currency or former currency, denominate or redenominate it, whether by expressing its amount in units or subdivisions of that currency or former currency, or otherwise.
39. Whenever as a result of a consolidation of Shares any members would become entitled to fractions of a Share, the directors may, in their absolute discretion, on behalf of those members, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Law, the Company) and distribute the net proceeds of sale in due proportion among those members. The directors may authorise some person to execute an instrument of transfer of the Shares to or in accordance with the directions of the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

GENERAL MEETINGS

40. All general meetings other than annual general meetings shall be called extraordinary general meetings. All general meetings may be held at any place in Guernsey or elsewhere.
41. A meeting of members may be held notwithstanding that such members may not be in the same place if a member is, by any means, in communication with one or more other members so that each member participating in the communication can hear or read what is said or communicated by each of the others, each member so participating is deemed to be present at a meeting with the other members so participating and any such meeting shall be deemed to be held in the place in which the chairman of the meeting is present.
42. The directors may call general meetings and on the requisition of members pursuant to the provisions of the Companies Law shall forthwith proceed to convene a general meeting within twenty-one days after the receipt of the requisition in accordance with the Companies Law to be held on a date not more than 28 days after the date of the notice convening the meeting. If there are not sufficient directors to call a general meeting, any director or any member of the Company may call such a meeting.

NOTICE OF GENERAL MEETINGS

43. Any general meeting shall be called by at least ten days' notice. A general meeting may be deemed to have been duly called by shorter notice if it is so agreed by all the members entitled to attend and vote thereat.
44. The notice shall, in addition to any other requirement of the Companies Law, specify the day, time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. The directors shall, at least ten days prior to an annual general meeting, send to every member a copy of the directors' report required by the Law.
45. Subject to the provisions of these Articles and to any restrictions imposed on any Shares the notice shall be given to all the members, to all persons entitled to a Share in consequence of the death, bankruptcy or incapacity of a member and to every director and the auditors (if any).

46. The notice of meeting may also specify a time (which shall not be more than 48 hours before the time fixed for the meeting) by which a person must be entered on the register of members in order to have the right to attend or vote at the meeting. Changes to entries on the register of members after the time so specified in the notice shall be disregarded in determining the rights of any person to so attend or vote.
47. 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.

PROCEEDINGS AT GENERAL MEETINGS

48. No business, other than the appointment of a chairman may be transacted at any meeting unless the requisite quorum is present in accordance with the Law.
49. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened by or upon the requisition of members, shall be dissolved. If otherwise convened, it shall stand adjourned to such day, time and place as the chairman may determine or as otherwise may be specified in the original notice of meeting and, if at such adjourned meeting a quorum is not present within five minutes from the time appointed for the holding of the meeting, those members present in person or by proxy shall be a quorum.
50. At any general meeting, the chairman of the board or, if he is absent or unwilling, one of the other directors who is appointed for that purpose by the board or (failing appointment by the board) by the members present, shall preside as chairman of the meeting. If none of the directors are present or are present but unwilling to preside, the members present and entitled to vote shall choose one of their number to preside as chairman of the meeting.
51. The chairman may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven days' notice

shall be given specifying the day, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

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

- (a) by the chairman; or
- (b) by at least two members having the right to vote on the resolution; or
- (c) by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

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

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

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

56. Notwithstanding any provision to the contrary in the Companies Law, in the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have.

57. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such day, time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
58. No notice need be given of a poll not taken forthwith if the day, time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice shall be given specifying the day, time and place at which the poll is to be taken.

VOTES OF MEMBERS

59. Subject to any rights or restrictions attached to any Shares and to the provisions of the Articles:
- (a) on a show of hands every member who is present in person (or in the case of corporations, present by a duly authorised representative) or by proxy shall have one vote; and
 - (b) on a poll every member present in person (or in the case of corporations, present by a duly authorised representative) or by proxy shall have one vote for every Share of which he is the holder.
60. There shall be no requirement to make available for inspection at any time during a meeting a list of names, addresses and shareholdings of members.
61. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members in respect of the relevant Share.

62. A member in respect of whom an order has been made by any court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorder may vote, whether by a show of hands or by a poll, by his receiver, curator or other person authorised in that behalf appointed by that court, and any such receiver, curator or other person may vote by proxy. Evidence to the satisfaction of the board of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place within Guernsey as is specified in accordance with the Articles for the deposit of instruments of proxy, before the time appointed for holding the meeting or adjourned meeting or the holding of a poll at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
63. Unless the board otherwise decides, no member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of Shares in the Company, either in person or by proxy, in respect of any Share held by him unless all calls and other sums presently payable by him in respect of that Share have been paid.
64. No member of the Company shall, if the directors so determine, be entitled in respect of any Share held by him to attend or vote (either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company or to exercise any other right conferred by membership in relation to any such meeting if he or any other person appearing to be interested in such Shares has failed to comply with a Disclosure Notice within 14 days, in a case where the Shares in question represent at least 0.25 per cent. of their class, or within 28 days, in any other case, from the date of such Disclosure Notice. These restrictions will continue until the information required by the notice is supplied to the Company or until the Shares in question are transferred or sold in circumstances specified for this purpose in these Articles.
65. No objection shall be raised to the entitlement of any person to vote as he did except at the meeting or adjourned meeting or poll at which the vote objected to is or may be tendered, and every vote not disallowed at the meeting or poll shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

66. A member may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. A member may appoint more than one proxy to attend on the same occasion, provided that each proxy is appointed to exercise the rights attached to a different Share or Shares held by him.
67. An instrument appointing a proxy shall be in writing in any usual common form, or as approved by the directors, and shall be executed by or on behalf of the appointor.
68. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is executed, or a notarially certified copy of such power or authority, shall be received by (or on behalf of the Company) at the office or at such other place as is specified for that purpose in the notice of meeting or in the instrument of proxy issued by the Company by at least the minimum time prior to the relevant meeting or adjourned meeting (or, in the case of a poll, by at least the minimum time prior to the time appointed for taking the poll), as is provided in the Companies Law, and in default the instrument of proxy shall not be treated as valid.
69. A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

CORPORATIONS ACTING BY REPRESENTATIVES

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

RESOLUTIONS IN WRITING

71. (a) Anything that may, in accordance with the provisions of the Law, be done by resolution passed at a general meeting of the Company or at a meeting of the holders of any class of Shares in the Company may be done by resolution in writing signed by or on behalf of each member who, on the date when a copy of the resolution is sent to members (or if a copy of the resolution is sent to members on different days, the first of those days), would be entitled to vote on the resolution if it were proposed at a meeting. A resolution in writing may be executed in one or more counterparts.
- (b) Subject to the Companies Law, a resolution proposed as a written resolution by the directors of the Company shall be put to members in such a manner as the directors may determine, provided that a copy of the resolution is accompanied by a statement informing each member how to signify agreement to the resolution in accordance with the Companies Law and the date by which the resolution must be passed, which may be determined by the directors in their absolute discretion, provided that in the absence of any such decision, the written resolution shall lapse after 28 days from the date the resolution is first circulated.

NUMBER OF DIRECTORS

72. (a) Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum or minimum.
- (b) A majority of the directors shall for tax purposes be resident outside the United Kingdom and a person shall not be appointed a director if as a result of such appointment the board would cease to consist of a majority of directors resident outside of the United Kingdom for tax purposes.
- (c) A majority of the directors shall for tax purposes be resident outside the United States of America and a person shall not be appointed a director if as a result of such appointment the board would cease to consist of a majority of directors resident outside of the United States of America for tax purposes.

ALTERNATE DIRECTORS

73. (a) Subject to Article 72(b), any director (other than an alternate director) may appoint any other director, or any other person, to be an alternate director and may remove from office an alternate director so appointed by him. A director who is not resident in the United Kingdom for tax purposes may not appoint as his alternate any person who is United Kingdom resident for tax purposes if as a result of such appointment the board would cease to consist of a majority of directors resident outside of the United Kingdom for tax purposes.
- (b) Subject to Article 72(c), any director (other than an alternate director) may appoint any other director, or any other person, to be an alternate director and may remove from office an alternate director so appointed by him. A director who is not resident in the United States of America for tax purposes may not appoint as his alternate any person who is resident for tax purposes in the United States of America if as a result of such appointment the board would cease to consist of a majority of directors resident outside of the United States of America for tax purposes.
74. An alternate director shall be entitled to attend, be counted towards a quorum and vote at any meeting of directors and at any meeting of committees of directors of which his appointor is a member at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.
75. (a) Without prejudice to Article 75(b), an alternate director shall cease to be an alternate director: (i) if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his re-appointment; (ii) on the happening of any event which, if he were a director, would cause him to vacate his office as director; or (iii) if he resigns his office by notice to the Company.

(b) Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.

76. Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

POWERS OF DIRECTORS

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

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

DELEGATION OF DIRECTORS' POWERS

79. The directors may delegate any of their powers to any committee consisting of one or more directors and (if thought fit) one or more other persons (provided that persons who are resident for tax purposes in the United Kingdom shall not comprise a majority of members of any such committee nor shall persons who are resident for tax purposes in the United States of America comprise a majority of members of any such committee). They may also delegate to any director or employee of a Group Company such of their powers as they consider desirable to be exercised by him. Any such delegation may be made

subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.

APPOINTMENT AND RETIREMENT OF DIRECTORS

80. The first directors shall be determined in writing by the subscribers to the Memorandum.

81. Subject to the Law and these Articles, the directors shall have power at any time, and from time to time, without sanction of the Company in general meeting, to appoint any person to be a director, either to fill a casual vacancy or as an additional director. Irrespective of the terms of his appointment, a director so appointed shall hold office only until the first annual general meeting notice of which is first given after his appointment and shall not be taken into account in determining the directors who are to retire by rotation at the meeting. If not re-appointed at such annual general meeting, he shall vacate office at its conclusion.

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

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

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

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

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

85. (a) At every annual general meeting one-third of the directors or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from

office; but if any director has at the start of the annual general meeting been in office for three years or more since his last appointment or re-appointment, he shall retire at that annual general meeting.

- (b) Subject to the Law and these Articles, the directors to retire by rotation shall be, first, those who wish to retire and not be re-appointed to office and, second, those who have been longest in office since their last appointment or re-appointment. As between persons who became or were last re-appointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. The directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the board at the date of the notice convening the annual general meeting. No director shall be required to retire or be relieved from retiring or be retired by reason of any change in the number or identity of the directors after the date of the notice but before the close of the meeting.
- (c) A director who retires at an annual general meeting may, if willing to act, be re-appointed. If he is not re-appointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.
- (d) If the Company does not fill the vacancy at the meeting at which a director retires, the retiring director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the director is put to the meeting and lost.
- (e) There is no age limit at which a director is required to retire.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

86. (a) A director shall not be required to hold any qualification Shares.
- (b) The office of a director shall be vacated if:
- (i) he ceases to be a director by virtue of any provision of the Law or he ceases to be eligible to be a director in accordance with the Law; or

- (ii) he has his affairs declared “en désastre”, becomes bankrupt or makes any arrangement or composition with his creditors generally or otherwise has any judgment executed on any of his assets; or
- (iii) he becomes of unsound mind or incapable or an order is made by a court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator or other person to exercise powers with respect to his property or affairs; or
- (iv) he shall have absented himself from meetings of the directors for a consecutive period of 12 months and the directors resolve that his office shall be vacated; or
- (v) he dies; or
- (vi) he resigns his office by written notice to the Company; or
- (vii) the Company so resolves by ordinary resolution; or
- (viii) where there are more than two directors, all the other directors request him to resign in writing; or
- (ix) he becomes resident for tax purposes in the United Kingdom and, as a result, a majority of the directors are resident for tax purposes in the United Kingdom; or
- (x) he becomes resident for tax purposes in the United States of America and, as a result, a majority of the directors are resident for tax purposes in the United States of America.

REMUNERATION OF DIRECTORS

87. (a) The directors shall be remunerated for their services at such rate as the directors shall determine provided that the aggregate amount of such fees shall not exceed £350,000 per annum (or such sum as the Company in general meeting shall from time to time determine).

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

DIRECTORS' EXPENSES

88. The directors may be paid:

- (a) all reasonable travelling, hotel and other out of pocket expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of Shares or of debentures of the Company or otherwise in connection with the discharge of their duties; and
- (b) all reasonable expenses properly incurred by them in seeking independent professional advice on any matter that concerns them in the furtherance of their duties as a director of the Company.

DIRECTORS' APPOINTMENTS AND INTERESTS

89. Subject to the provisions of the Law, the directors may appoint one or more of their number to any executive office in the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they determine. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the Company.
90. Subject to and in accordance with the Companies Law, a director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose that fact to the directors (including, if the monetary value of

the director's interest is quantifiable, the nature and monetary value of that interest, or if the monetary value of the director's interest is not quantifiable, the nature and extent of that interest).

91. Subject to the provisions of the Companies Law, and provided that he has disclosed to the directors the nature and extent of any interests of his, a director notwithstanding his office:
- (a) may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of director on such terms as to the tenure of office and otherwise as the directors may determine;
 - (b) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (c) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;
 - (d) shall not, by reason of his office, be accountable to the Company for any remuneration or benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit;
 - (e) may act by himself or his firm in a professional capacity for the Company, other than as auditor, and he or his firm shall be entitled to remuneration for professional services as though he were not a director of the Company; and
 - (f) may, be counted in the quorum present at any meeting where he or any other director is appointed to hold any such office or place of profit under the Company, or where the terms of appointment are arranged and he may vote on any such appointment or arrangement other than his own appointment or the terms thereof.
92. For the purposes of the preceding Article a general disclosure given to the board to the effect that a director is to be regarded as having an interest (as director, officer, employee, member or otherwise), including, if the monetary value of the director's interest is

quantifiable, the nature and monetary value of that interest, or if the monetary value of the director's interest is not quantifiable, the nature and extent of that interest, in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party shall be deemed to be sufficient disclosure of his interest in any such transaction or arrangement.

DIRECTORS' GRATUITIES AND PENSIONS

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

PROCEEDINGS OF DIRECTORS

94. Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled to a separate vote for each director for whom he acts as alternate in addition to his own vote.
95. (a) The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two except where the number of directors has been fixed at not less than one pursuant to these Articles or where there is a sole director, in which case the quorum shall be one, and, provided always (including in relation to any meeting of the directors held in accordance with Article 99(a) that directors resident in the United Kingdom shall not comprise a majority of directors counted in a quorum nor shall directors resident for tax purposes in the United States of America comprise such a majority of directors counted in a quorum. A person who is an alternate director shall be

counted in the quorum and any director acting as an alternate director shall also be counted as one for each of the directors for whom he acts as alternate.

- (b) Any director enabled to participate in the proceedings of a meeting by means of a communication device (including a telephone) which allows all of the other directors present at such meeting to hear or read what is said or communicated by such director at all times and such director to hear or read what is said or communicated by all other directors present at such meeting at all times (in each case whether in person or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum.
96. The continuing directors or the only continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
97. The directors may appoint one of their number to be the chairman of the board and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
98. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
99. (a) A meeting of directors may be held notwithstanding that such directors may not be in the same place if a director is, by any means, in communication with one or more other directors so that each director participating in the communication can hear or read what is said or communicated by each of the others and any such

meeting shall be deemed to be held in the place in which the chairman of the meeting is present (which, for the avoidance of doubt, shall be the director elected by such meeting to be chairman of that meeting provided that such chairman shall not be in the United Kingdom or the United States of America).

(b) A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity. No such resolution shall be valid if a majority of the directors sign the resolution in the United Kingdom or the United States of America.

100. A director may vote in respect of any transaction, arrangement or proposed transaction or arrangement in which he has an interest which he has disclosed in accordance with these articles and, if he does vote, his vote shall be counted, and he shall be counted towards a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the directors for consideration.

101. Where proposals are under consideration concerning the appointment of two or more directors to offices or employment with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

SECRETARY

102. Subject to the provisions of the Companies Law, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit and any secretary so appointed may be removed by them.

MINUTES AND OTHER SECRETARIAL DUTIES

103. The secretary shall cause minutes to be made in books kept for the purpose in accordance with the Companies Law and shall carry out all other duties of company secretaries set out in the Companies Law.

SEALS

104. (a) The common seal (if any) shall only be used by the authority of the directors or of a committee of directors authorised by the directors.
- (b) Subject to the provisions of the Law the directors may determine to have an official seal for use in any country, territory or place outside the Island of Guernsey, which shall be a facsimile of the common seal of the Company. Any such official seal shall in addition bear the name of every territory, district or place in which it is to be used.
- (c) The directors may determine who shall sign any instrument to which the common seal or any official seal is affixed and, in respect of the common seal, unless otherwise so determined such instrument shall be signed by a director and by the secretary or by a second director. A person affixing the common seal or any official seal to any instrument shall certify thereon the date upon which and the place at which it is affixed.

DIVIDENDS AND DISTRIBUTIONS

105. Subject to the provisions of the Companies Law, the Company may by ordinary resolution declare dividends and/or make distributions in accordance with the respective rights of the members and the terms of issue of any class of Shares. No dividend or other distribution shall exceed the amount recommended by the directors.
106. Subject to the provisions of the Companies Law, the directors may if they think fit from time to time pay interim dividends if it appears to them that they are justified by the assets of the Company. If the share capital of the Company 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 or other distribution shall be paid on Shares

carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The directors may also pay, at intervals settled by them, any dividend or other distribution payable at a fixed rate if it appears to them that the assets of the Company justify the payment. Provided the directors act in good faith, they shall not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend or other distribution on any Shares having deferred or non-preferred rights.

107. (a) Except as otherwise provided by the rights attached to Shares, all dividends or other distributions shall be declared and paid according to the number of Shares in issue. All dividends or other distributions shall be apportioned and paid proportionately to the number of Shares in issue during any portion or portions of the period in respect of which the dividend or other distribution is paid, but, if any Share is issued on terms providing that it shall rank for dividend or other distribution as from a particular date, that Share shall rank for dividend or other distribution accordingly.
- (b) The Company may, by ordinary resolution or by resolution of its board, fix any date as the record date for any dividends and/or distributions, which may be on or at any time before or after any date on which the dividends and/or distributions are declared, paid or made.
- (c) Dividends may be declared and paid in any currency or currencies that the board shall determine. The board may also determine the exchange rate and the relevant date for determining the value of the dividend in any currency.
108. A general meeting declaring a dividend or other distribution may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member at the value so fixed in order to adjust the rights of members and may vest any assets in trustees.

109. Any dividend or other distribution or other moneys payable in respect of a Share may be paid by electronic transfer or cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the Share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of the one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct (and in default of which direction to that one of the persons jointly so entitled as the directors shall in their absolute discretion determine). Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a Share as aforesaid may give receipts for any dividend or other distribution or other moneys payable in respect of the Share.
110. The directors may deduct from any dividend or other distribution, or other moneys, payable to any member on or in respect of a Share, all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the Shares of the Company.
111. No dividend or other distribution or other moneys payable in respect of a Share shall bear interest against the Company unless otherwise provided by the rights attached to the Share.
112. All unclaimed dividends or other distributions may be invested or otherwise made use of by the directors for the benefit of the Company until claimed and the Company shall not be constituted a trustee thereof. Any dividend or other distribution which has remained unclaimed after a period of twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.
113. The directors are empowered to create reserves before recommending or declaring any dividend. The directors may also carry forward any profits which they think prudent not to divide.

ACCOUNTS AND AUDIT

114. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by the Companies Law or authorised by the directors or by these Articles.
115. The Company may appoint auditors to examine the accounts and report thereon in accordance with the Law.

CAPITALISATION OF PROFITS

116. The directors may with the authority of an ordinary resolution of the Company:
- (a) subject as hereinafter provided, resolve to capitalise any undistributed assets of the Company not required for paying any preferential dividend;
 - (b) appropriate the sum resolved to be capitalised to the members in proportion to the number of the Shares held by them respectively which would entitle them to participate in a distribution of that sum if the Shares were fully paid and the sum were distributable and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any Shares held by them respectively, or in paying up in full unissued Shares or debentures of the Company in an amount equal to that sum, and allot the Shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other;
 - (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of Shares or debentures becoming distributable under this Article in fractions; and
 - (d) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any Shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

BORROWING POWERS

117. The directors may exercise all the powers of the Company to borrow money and to give guarantees, mortgage, hypothecate, pledge or charge all or part of its undertaking, property (present and future) or assets or uncalled capital and to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
118. No new borrowings by the Company may be incurred to the extent that total borrowings by the Company would then exceed 50 per cent. of the Company's last announced NAV at the time of drawdown of such borrowings.

NOTICES

119. Any notice or report to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the directors or a committee of directors need not be in writing.
120. The Company may give any notice, account, report or other document (each a "**Document**") to a member either:
- (a) personally; or
 - (b) by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address; or
 - (c) by transmitting it by facsimile to the facsimile number last notified to the Company by the member; or
 - (d) by sending it by electronic means (other than by transmission by facsimile) to such electronic address from time to time held by the Company for that member, or by means of a website in accordance with the Law, unless such member notifies the Company otherwise and unless and until the Company receives such notice, a member is deemed to agree to the sending of documents by electronic means in any particular electronic form and to the sending of documents by means of a website; or

- (e) if service cannot be effected in accordance with paragraphs (a) to (d) inclusive above, in any other manner permitted by the Companies Law.
121. In the case of joint holders of a Share, all Documents shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and Documents so given shall be sufficient disclosure to all the joint holders.
- 121A. A member whose registered address is not within the United Kingdom, the Channel Islands or the Isle of Man and who gives the Company an address within the United Kingdom, the Channel Islands or the Isle of Man at which notices may be given to him, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.
122. A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of Shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
123. Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of members, has been duly given to a person from which he derives his title.
124. Service of any Document by post shall be proved by showing the date of posting, the address thereon and the fact of prepayment. A Document sent by post shall, unless the contrary is shown, be deemed to have been received:
- (a) in the case of a Document sent to an address in the United Kingdom, the Channel Islands or the Isle of Man, on the third day after the day of posting; and
 - (b) in the case of a Document sent elsewhere by airmail, on the seventh day after the day of posting;

excluding in each case any day which is a Saturday, Sunday, Good Friday, Christmas Day, a bank holiday in Guernsey or a day appointed as a day of public thanksgiving or public mourning in Guernsey.

125. Any Document not sent by post, but which is left at a registered address or at an address for services is deemed to be given on the day it is left.
126. Any Document sent by facsimile or by other electronic means shall be deemed to be received on the day that it is sent. In proving service of a Document sent by facsimile or by electronic means it shall be sufficient to show that:
- (a) in the case of a Document sent by facsimile, the facsimile was properly addressed to the facsimile number last notified to the Company by the member and that a transmission report was generated by the sender's facsimile machine recording a message from the recipient's facsimile machine that all pages were successfully transmitted;
 - (b) in the case of a notice sent by other electronic means, the electronic message was properly addressed to the electronic address from time to time held by the Company for that member, and that no error message has been received in relation to the electronic message or the Document by the Company.
127. Any Document served by an advertisement or notice published in a newspaper or La Gazette Officielle is deemed to be given to all members and other persons entitled to receive it at noon on the day when the advertisement or notice appears or, where an advertisement or notice is given by more than one advertisement or notice and the advertisements or notices appear on different days, at noon on the last of the days when the advertisements or notices appear.
128. Any Document served or delivered by the Company by any other means is deemed to be served when the Company has taken the action it has been authorised to take for that purpose.
129. A Document may be given by the Company to the persons entitled to a Share in consequence of the death, bankruptcy or incapacity of a member by sending or delivering it, in any manner authorised by these Articles for the giving of Documents to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or curator of the member or by any like description at the address, if any, supplied for that purpose by the persons claiming to be so entitled. Until such an address

has been supplied, a notice may be given in any manner in which it might have been given if the death, bankruptcy or incapacity had not occurred. If more than one person would be entitled to receive a notice in consequence of the death, bankruptcy or incapacity of a member, notice given to any one of such persons shall be sufficient notice to all such persons.

WINDING UP

130. (a) If the Company shall be wound up, the Company may, with the sanction of a special resolution and any other sanction required by the Companies Law, divide the whole or any part of the assets of the Company among the members in specie, and the liquidator or, where there is no liquidator, the directors, may for that purpose value any assets and determine how the division shall be carried out as between the members or different classes of members and, with the like sanction, may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he or they may determine, but no member shall be compelled to accept any assets upon which there is a liability.
- (b) Where the Company is proposed to be or is in the course of being wound up and the whole or part of its business or property is proposed to be transferred or sold to another company the liquidator may, with the sanction of an ordinary resolution, receive in compensation shares, policies or other like interests for distribution or may enter into any other arrangements whereby the members may, in lieu of receiving cash, shares, policies or other like interests, participate in the profits of or receive any other benefit from the transferee.

INDEMNITY

131. Without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a director, alternate director, secretary, resident agent or other officer of the Company, and their respective heirs and executors shall be fully indemnified in so far as the Law allows, out of the assets and profits of the Company from and against all actions, expenses and liabilities which they or their respective heirs or executors may incur by reason of any contract entered into or any act in or about the execution of their respective offices or trusts, except such (if any) as they may incur by or through their own wilful act,

neglect or default respectively and none of them shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipt for the sake of conformity or for any bankers or other person with whom any moneys or assets of the Company may be lodged or deposited for safe custody or for any bankers or other persons into whose hands any money or assets of the Company may come or for any defects of title of the Company to any property purchased or for insufficiency or deficiency of, or defect in, title of the Company to any security upon which any moneys of the Company shall be placed out or invested or for any loss, misfortune or damage resulting from any such cause as aforesaid or which may happen in or about the execution of their respective offices or trusts except should the same happen by or through their own wilful act, neglect or default, provided that this Article shall be deemed not to provide for, or entitle any person to, indemnification to the extent that it would cause this Article, or any part of it, to be treated as void under the Law.

132. Without prejudice to any other provisions of the Articles, the directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was a director, alternate director, secretary, resident agent or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect), indemnifying him against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company, (including, without prejudice to the generality of the foregoing, insurance against any costs, charges, expenses, losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and discretions and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such other body).

INSPECTION OF RECORDS

133. The Company shall, if so requested by any member, within a period of seven days beginning on the day of receipt of the request, provide the member with a copy of the Memorandum and Articles and the special resolutions of any general meetings subject to the payment in each case of such sum as the Company may require.

134. (a) Subject to the Companies Law, a director shall be entitled at any time to inspect the register of members, the minutes of proceedings at general meetings, the minutes of proceedings at directors' meetings, the register of directors, the register of secretaries, the index of members (if any), copies of all resolutions of members passed otherwise than at general meetings and the accounting records.
- (b) Subject to the Law, a member shall be entitled to inspect the register of members, the minutes of proceedings at general meetings, the register of annual returns, the register of directors, any register of secretaries and the index of members (if any) and copies of all resolutions of members passed otherwise than at general meetings.
- (c) The rights of inspection shall be exercisable during ordinary business hours.
- (d) Any director, member or other person may take a note of any record open to his inspection. The Company shall cause any copy requested by a director, member or other person of any record open to his inspection to be sent to him within seven days after the receipt by the Company of such request and upon payment of the appropriate fee.