

**Memorandum**

and

**Articles of Association**

of

**CVC CREDIT PARTNERS EUROPEAN  
OPPORTUNITIES LIMITED**

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**COMPANIES (JERSEY) LAW 1991**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**

**- OF -**

**CVC CREDIT PARTNERS EUROPEAN OPPORTUNITIES LIMITED**

1. The name of the company is **CVC Credit Partners European Opportunities Limited** (the "Company").
2. The Company is authorised to issue any number of no par value shares of any class.
3. The liability of each member is limited to the amount (if any) unpaid on the shares held by that member.
4. The Company shall have unrestricted corporate capacity.
5. The Company shall exist until dissolved by special resolution or otherwise according to law.
6. The Company is a public company.
7. The Company is a no par value company.

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**COMPANIES (JERSEY) LAW 1991**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

**- OF -**

**CVC CREDIT PARTNERS EUROPEAN OPPORTUNITIES LIMITED**

**1. INTERPRETATION**

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

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

"address" in relation to Electronic Communications, includes any number or address used for the purposes of Electronic Communications;

"Affected Class" is as defined in Article 38;

"Administrator" means the person appointed by the Company from time to time as its administrator;

"Annual General Meeting" is as defined in Article 18(2);

"Annual Record Date" means the latest practicable Business Day prior to the publication of the document giving notice of each Annual General Meeting or such other date as the Directors, at their sole discretion, may designate as such from time to time;

"Articles" means the articles of association of the Company, as amended from time to time;

"Auditors" means the auditors for the time being of the Company appointed in accordance with Article 34 hereof;

"Back Stop Date" means such date as determined by the Directors and set out in the Specified Conversion Criteria;

"Board of Directors" means the board of directors of the Company;

"Business Day" means a day on which banks are open for normal banking business in such jurisdictions as may be determined by the Directors for any particular purpose;

"C Shares" means the redeemable ordinary shares of no par value in the capital of the Company which will be issued as C Shares of such classes and denominated in such currencies as the Directors may determine having the rights and privileges and being subject to the restrictions contained in these Articles and which will be convertible into such Correspondent Shares as may be determined by the

Directors at the time of issue;

"C Share Issue Date" means in relation to any class of C Shares, the date on which the admission of that class of C Shares to trading on the London Stock Exchange's main market for listed securities becomes effective or, if later, the day on which the Company receives the net proceeds of the issue of the relevant class of C Shares;

"C Share Surplus" means the assets of the Company attributable to the relevant C Share class (including, for the avoidance of doubt, any income and/or revenue (net of expenses) arising from or relating to such assets) less such proportion of the Company's liabilities as shall reasonably be allocated by the Directors to the assets of the Company attributable to that C Share class;

"Calculation Time" means the earliest of:

- (a) the close of business on the last Business Day prior to the day on which Force Majeure Circumstances have arisen or the Directors resolve that they are in contemplation;
- (b) the close of business on such date as the Directors may decide is necessary to enable the Company to comply with its obligations in respect of Conversion of the relevant C Share class;
- (c) the close of business on the Back Stop Date for the relevant class of C Shares; and
- (d) the close of business on such date as the Directors may determine, in the event that the Directors, in their discretion, resolve that any Early Investment Condition for the relevant class of C Shares has been satisfied or that the Specified Proportion of the assets attributable to the relevant class of C Shares has been invested in accordance with the Company's investment policy, and that the relevant class of C Shares shall be converted.

For the purposes of paragraph (d) of the definition of Calculation Time, the assets attributable to a relevant C Share class shall be treated as having been "invested" if they have been expended by or on behalf of the Company in the acquisition or making of an investment (whether by subscription or purchase) or if an obligation to make such payment has arisen or crystallised (in each case unconditionally or subject only to the satisfaction of normal pre-investment conditions) in relation to which the consideration amount has been determined or is capable of being determined by operation of an agreed contractual mechanic;

"Class Closure Meeting" means an extraordinary general meeting of an Affected Class";

"Class Closure Resolution" is as defined in Article 38;

"Companies Act" means the United Kingdom Companies Act 2006;

"Company" means CVC Credit Partners European Opportunities Limited;

"Compulsory Class Conversion" means a compulsory conversion of Shares pursuant to Article 9(6);

"Compulsory Redemption Announcement" means the announcement made pursuant to Article 8(2) by the Company to Shareholders in advance of any compulsory redemption;

"Compulsory Redemption Date" means the date on which a compulsory redemption becomes effective;

"Compulsory Redemption Price" means the price per Share of each class at which Shares of that class may be redeemed on a particular Compulsory Redemption Date as determined by the Directors by reference to the Net Asset Value per Share of the relevant class (as at a Net Asset Value Date selected by the Directors) and adjusted as the Directors consider appropriate;

"Compulsory Redemption Record Date" means the close of business on the relevant Compulsory Redemption Date or as otherwise set out in the relevant Compulsory Redemption Announcement;

"Conversion" means, in relation to any class of C Shares, the conversion of that class of C Shares into Correspondent Shares in accordance with the terms of these Articles;

"Conversion Calculation Date" is as defined in Article 9(1);

"Conversion Time" a time following the Calculation Time, being the opening of business in London on such Business Day as may be selected by the Directors and falling not more than 20 Business Days after the Calculation Time or (in the case of Force Majeure Circumstances having arisen or the Directors having resolved that they are in contemplation) such earlier date as the Directors may determine;

"Conversion Ratio" means, in relation to each class of C Shares, A divided by B calculated to four decimal places (with 0.00005 being rounded upwards) where:

$$A = \frac{C - D}{E}$$

and

$$B = \frac{F - G}{H}$$

and where:

"C" is the aggregate value of all assets and investments of the Company attributable to the relevant class of C Shares (as determined by the Directors) at the relevant Calculation Time calculated in accordance with the accounting principles adopted by the Directors from time to time;

"D" is the amount which (to the extent not otherwise deducted in the calculation of C) in the Directors' opinion fairly reflects as at the relevant Calculation Time the amount of the liabilities and expenses of the Company attributable to the C Shares of the relevant class (as determined by the Directors);

"E" is the number of C Shares of the relevant class in issue as at the relevant Calculation Time;

"F" is the aggregate value of all assets and investments attributable to the relevant class of Correspondent Shares (as determined by the Directors) at the relevant Calculation Time calculated in accordance with the accounting principles adopted by the Directors from time to time;

"G" is the amount which, (to the extent not otherwise deducted in the calculation of F) in the Directors' opinion, fairly reflects as at the relevant Calculation Time the amount of the liabilities and expenses of the Company attributable to the relevant Correspondent Shares (as determined by the Directors); and

"H" is the number of Correspondent Shares of the relevant class in issue as at the relevant Calculation Time,

save that:

- (a) the Directors shall be entitled to make such adjustments to the value or amount of A and/or B as they believe to be appropriate having regard to, among other things, the assets of the Company immediately prior to the C Share Issue Date or the Calculation Time or to the reasons for the issue of the C Shares of the relevant class; and
- (b) in relation to any class of C Shares, the Directors may, as part of the terms of issue of such class, amend the definition of Conversion Ratio in relation to that class;

"Correspondent Shares" the Shares of the relevant class into which C Shares of a particular class are to be converted as determined by the Directors at the time of issue of the relevant class of C Shares, subject as may subsequently be amended by the Directors to reflect any change in the currency classes of the Shares;

"Correspondent Share Surplus" the net assets of the Company attributable to the Correspondent Shares (as determined by the Directors) at the date of winding up or other return of capital;

"CREST" means the facilities and procedures for the time being of the relevant system of which Euroclear has been approved as operator pursuant to the Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755);

"debenture" includes debenture stock;

"default shares" is as defined in Article 14(8)(a)(i);

"direction notice" is as defined in Article 14(8);



"Directors" a director of the Company for the time being or, as the case may be, the directors assembled as a board or committee of such board;

"Disclosure Document" means any relevant disclosure document, or prospectus (as the case may be) issued by the Company from time to time in connection with the issue of C Shares;

"Discount Calculation Period" means any rolling 12 month period;

"Early Investment Condition" means any such condition specified in the Specified Conversion Criteria;

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

"ERISA" means the United States Employee Retirement Income Security Act 1974, as amended from time to time, and the applicable regulations thereunder;

"Euroclear" means Euroclear UK & Ireland, the operator of the CREST system;

"Extraordinary General Meetings" is as defined in Article 18(2);

"Extraordinary Resolution" means a resolution passed (i) at a general meeting or a class meeting, by a majority of not less than seventy five per cent. of the votes of the members entitled to vote and voting in person or by proxy; or (ii) in writing, by members holding seventy five per cent. of the total voting rights of members entitled to vote on the resolution at the date of circulation of the resolution;

"FCA" means the United Kingdom Financial Conduct Authority and any successor regulatory authority;

"Force Majeure Circumstance" means, in relation to any class of C Shares:

- (a) any political and/or economic circumstances and/or actual or anticipated changes in tax or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable (and notwithstanding that less than the Specified Proportion of the assets attributable to the relevant class of C Shares has been invested or committed to be invested in accordance with the Company's investment policy);
- (b) the issue of any proceedings challenging or seeking to challenge the power of the Company and/or its Directors to issue the C Shares of that class with the rights proposed to be attached to them or to the persons to whom they are, and/or the terms on which they are, proposed to be issued;
- (c) the convening of any general meeting of the Company at which a resolution is to be proposed to wind up the Company; or
- (d) the occurrence of a Compulsory Class Conversion in respect of the relevant Correspondent Shares;

"IFRS" means the International Financial Reporting Standards as adopted by the

European Union;

"interested party" is as defined in Article 14(1);

"Interpretation Law" means the Interpretation (Jersey) Law 1954 and any statutory modification or re-enactment thereof for the time being in force;

"Investment Manager" means the manager (if any) from time to time of the Company's investments or any entity to whom the Investment Manager has delegated such responsibilities;

"ISIN" means an International Securities Identification Number;

"Jersey Regulations" means the Companies (Uncertificated Securities) (Jersey) Order 1999 (and the terms "operator's system", "authorised operator", "participating security" and "uncertificated" in these Articles shall have the meanings given in the Jersey Regulations);

"JFSC" means the Jersey Financial Services Commission;

"Law" means the Companies (Jersey) Law 1991 and any statutory modification or re-enactment thereof for the time being in force;

"Listing Rules" means the listing rules made by the FCA under section 73A of the Financial Services and Markets Act 2000;

"London Stock Exchange" means London Stock Exchange plc;

"Management Shares" means non-redeemable non-participating shares of no par value in the capital of the Company having the rights and privileges and being subject to the restrictions contained in these Articles;

"member" means any person entered in the Register as a holder of shares in the Company;

"Members" mean all holders of Shares and all holders of C Shares;

"month" means calendar month;

"NAV Calculation Date" means each Business Day on which the Net Asset Value is calculated;

"Net Asset Value" means for each class of Shares or C Shares (as applicable): (i) the value of the Company's assets attributable to the relevant class of share less the value of all liabilities attributable to such class. In calculating the Net Asset Value of any class of Shares or C Shares that is not denominated in Euros, the costs (as well as the gains or losses) of any hedging transactions will be allocated specifically to the currency class to which such expense, gain or loss relates. The Net Asset Value of a class of Shares or C Shares will be expressed in the currency in which such class is denominated;

"Net Asset Value Date" means a date on which an estimated or confirmed Net Asset Value per Share is published by the Company;

"Net Asset Value per Share" means the Net Asset Value of a class of Shares or C Shares divided by the total number of Shares or C Shares (as applicable) of the

relevant class in issue at the relevant time;

"Non-Qualified Holder" means any person whose ownership of Shares or C Shares (i) may result in the U.S. Plan Threshold being exceeded causing the Company's assets to be deemed "plan assets" for the purpose of ERISA or the U.S. Tax Code; (ii) may cause the Company to be required to register as an "investment company" under the U.S. Investment Company Act (including because the holder of the shares is not a "qualified purchaser" as defined in the U.S. Investment Company Act) or to lose an exemption or a status thereunder to which it might be entitled; (iii) may cause the Company to have to register under the U.S. Exchange Act or any similar legislation; (iv) may cause the Company not to be considered a "Foreign Private Issuer" as such term is defined in rule 3b-4(c) under the U.S. Exchange Act; (v) may result in a person holding shares in violation of the transfer restrictions put forth in any prospectus published by the Company, from time to time; and (vi) may cause the Company to be a "controlled foreign corporation" for the purposes of the U.S. Tax Code;

"office" means the registered office of the Company situate in the Island of Jersey;

"Official List" means the official list maintained by the FCA in accordance with section 74(1) of the Financial Services and Markets Act;

"Ordinary Resolution" means a resolution passed by a majority of the members present in person or by proxy and entitled to vote and voting at a general meeting;

"paid up" includes credited as paid up;

"Purchase Notice" is as defined in Article 11(3)(a);

"Quarter Record Date" means the first Business Day of each calendar quarter or such other Business Day as the Directors, at their sole discretion, may designate as such from time to time;

"Register" means the register of all holders of shares required to be kept by Article 41 of the Law;

"Regulations" means together, the UK Regulations and the Jersey Regulations;

"Relevant Class" is as defined in Article 15(5);

"Relevant Percentage" means the percentage of each class of Shares to be redeemed by the Company on a given Compulsory Redemption Date;

"RIS" means a regulatory information service that is approved by the FCA as meeting the primary information provider criteria and that is on the list of regulatory information services maintained by the FCA;

"Seal" means the common seal of the Company;

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

"Shareholder" means a holder of Shares;

"Shares" means redeemable ordinary shares of no par value in the capital of the Company (not being C Shares) which may be issued in such classes as the

Directors may determine in accordance with Article 2(1), such shares having the rights and privileges and being subject to the restrictions contained in these Articles;

"Share Surplus" means the net assets of the Company attributable to the Shares;

"special resolution" means a resolution passed by a majority representing not less than two thirds of the members present in person or by proxy and entitled to vote and voting at a general meeting;

"Specified Conversion Criteria" means in respect of any issue of C Shares, such criteria as may be determined by the Directors and announced by the Company through a RIS announcement, setting out, among other things, the Specified Proportion, the Back Stop Date, any post-Conversion dividend limitations and any Early Investment Condition;

"Specified Proportion" means a specified percentage of the assets attributable to the C Shares of the relevant class as determined by the Directors and set out in the Specified Conversion Criteria;

"UKLA" means the UK Listing Authority, a division of the FCA, acting in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000 of the UK or any successor enactment];

"UK Regulations" means the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) including any re-enactment or modification thereof or any regulations in substitution thereof made under Section 207 of the United Kingdom Companies Act 1989 and for the time being in force;

"U.S. Plan Assets Regulations" means the regulations promulgated by the U.S. Department of Labour at 29 CFR 2510.3-101, as modified by section 3(42) of ERISA;

"U.S. Plan Investor" means (i) an "employee benefit plan" as defined in section 3(3) of ERISA that is subject to Title I of ERISA; (ii) a "plan" as defined in Section 4975 of the U.S. Tax Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the U.S. Tax Code; or (iii) an entity whose underlying assets are considered to include "plan assets" by reason of investment by an "employee benefit plan" or "plan" described in the preceding clause (i) or (ii) in such entity pursuant to the U.S. Plan Assets Regulations;

"U.S. Plan Threshold" means ownership by benefit plan investors, as defined under section 3(42) of ERISA, in the aggregate of 25 per cent. or more of the value of any class of equity in the Company (calculated by excluding the value of any equity interest held by any person (other than a benefit plan investor, as defined under section 3(42) of ERISA) that has discretionary authority or control with respect to the assets of the Company or that provides investment advice for a fee (direct or indirect) with respect to such assets, or any affiliate of such a person); the term shall be amended to reflect such new ownership threshold that may be established by a change in the U.S. Plan Assets Regulations or other applicable law;

"U.S. Tax Code" means the U.S. Internal Revenue Code of 1986, as amended

"Valuation Date" means the last Business Day of each month; and

"Vendor" is as defined in Article 11(3)(a).

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

Words importing individuals shall include corporations.

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

Where the context permits words and expressions used in the UK Regulations have the same meanings when used in these Articles.

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

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

- (3) For the purposes of these Articles:
- (a) references to "writing" include references to the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods (including, without limitation, by Electronic Communication) and "written" shall be construed accordingly;
  - (b) references to a document being "signed" or "executed" include references to it being executed under hand or under seal or, in the case of an Electronic Communication, by electronic signature (as defined in Article (1) of the Electronic Communications (Jersey) Law 2000), and "signature" shall be construed accordingly;
  - (c) references to an "instrument" mean a written document in tangible form and not comprised in an Electronic Communication;
  - (d) references to sending to any persons printed copies and references to documents being deposited at or delivered to an address include references to using Electronic Communications for sending those copies or documents to such address as may for the time being be notified to the Company by that person for that purpose. Copies of those documents are also to be treated as sent to a person where:
    - (i) the Company and that person have agreed to that person having access to the documents on a website (instead of their being sent to such person);
    - (ii) the documents are documents to which that agreement applies; and
    - (iii) that person is notified, in a manner for the time being agreed for the purpose between such person and the Company, of:
      - (1) the publication of the documents on a website;
      - (2) the address of that website; and
      - (3) the place on that website where the documents may be accessed, and how they may be accessed;

- (e) documents treated as sent to any person pursuant to Article 1(3)(d) are to be treated as sent to such person not less than 14 days before the date of a meeting if, and only if:
  - (i) the documents are published on the website throughout a period beginning at least 14 days before the date of the meeting and ending with the commencement of the meeting; and
  - (ii) the notification given for the purposes of Article 1(3)(d)(iii) is given not less than 14 days before the date of the meeting; and
- (f) nothing in these Articles shall invalidate the proceedings of a meeting where:
  - (i) any documents that are required to be published as mentioned in Article 1(3)(e) are published for a part, but not all, of the period mentioned in that paragraph; and
  - (ii) the failure to publish those documents throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.

## 2. CAPITAL

- (1) The Company's share capital is represented by: (a) an unlimited number of Shares which upon issue the Directors may classify as Euro Shares, Sterling Shares or as Shares of such other classes as the Directors may determine; (b) an unlimited number of C Shares which upon issue the Directors may classify as C Shares of such classes denominated in such currencies as the Directors may determine; and (c) 100 Management Shares. The Directors may designate each class of Shares or C Shares in such manner as they see fit in order that each class of Shares or C Shares can be separately identified.
- (2) Without prejudice to any special rights for the time being conferred on the holders of any shares or class of shares, any share or class of shares in the Company, including any shares or other securities convertible into existing classes of shares, may be issued with such preferred, deferred or other special rights or restrictions, whether in regard to dividend, return of capital voting or otherwise, as the Board of Directors may determine provided that such shares are issued on terms which do not adversely affect the interests of existing holders of Shares or C Shares.
- (3) Subject to Article 2(4), the Directors may create new classes of Shares or C Shares, including securities convertible into existing classes of Shares or C Shares, and may determine the assets or investments, liabilities, costs and expenses of the Company allocable to any classes of Shares or C Shares or other securities convertible into existing classes of Shares or C Shares, without shareholder approval provided that such shares or securities are issued on terms which do not, and any such allocation does not, adversely affect the interests of existing shareholders.
- (4) The Directors shall, on the issue of each class of C Shares, determine the Specified Conversion Criteria, the latest Calculation Time and the Conversion Time for such class, and the amendments, if any, to the definition of Conversion Ratio applicable to such class. The Directors may, in their absolute discretion change the Correspondent Shares for any class of C Shares to reflect any change in the currency classes of the Shares by notice to the holders of the relevant C Shares.
- (5) Save as provided in Article 40, the assets or investments of the Company attributable to the C Shares of a particular class shall mean the net proceeds (after all expenses relating

thereto) of the issue of C Shares as invested in or represented by investments or cash or other assets from time to time.

- (6) There shall be transferred to a separate account to be called the stated capital account, for each share issued, such amounts and/or values as are referred to in Articles 39A and 39B of the Law, which stated capital account may be applied for any of the purposes permitted by and under the provisions of the Law.
- (7) The Company may by special resolution altering its memorandum increase or reduce the number of shares which it is authorised to issue or consolidate or divide all or any of its shares (whether issued or not) into fewer or more shares.
- (8) Subject to the provisions of the Law (including confirmation by the court, if required) the Company may by special resolution reduce its capital accounts in any way.
- (9) The Company may from time to time subject to the provisions of the Law purchase its own Shares or C Shares in any manner authorised by the Law and with and subject to all prior authorities of the Company in general meeting as specified under the Law provided that in the event that the Company shall purchase any Shares or C Shares which are admitted to listing or trading on any investment exchange such purchases shall be made in accordance with any relevant restrictions imposed by any such listing authority or exchange. Any Shares or C Shares so purchased by the Company may be held in treasury.
- (10) The Company will put a special resolution to Shareholders at each Annual General Meeting seeking authority to undertake up to 4 quarterly tenders of Shares in the annual period following such Annual General Meeting.
- (11) The Company may pay commission in money, Shares or C Shares to any person in consideration for his subscribing or agreeing to subscribe whether absolutely or conditionally for any Shares or C Shares in the Company or procuring or agreeing to procure subscriptions whether absolute or conditional for any Shares or C Shares in the Company provided that the rate or amount of commission will be fixed by the Board of Directors. The Company may also pay brokerage fees.

### 3. PRE-EMPTION RIGHTS

- (1) In this Article 3:
  - (a) "**equity securities**" means Shares or C Shares in the Company, or rights to subscribe for, or to convert securities into, Shares or C Shares in the Company;
  - (b) references to the allotment of equity securities include:
    - (i) the grant of a right to subscribe for, or to convert any securities into, Shares or C Shares in the Company; and
    - (ii) the sale of Shares or C Shares in the Company that immediately before the sale are held by the Company in treasury.
- (2) The Company shall not allot equity securities to a person on any terms unless:
  - (a) it has made an offer to each person who holds Shares and/or C Shares of any class in the Company to allot to him on the same or more favourable terms a proportion of those securities the aggregate value of which (at the proposed issue price) is as nearly as practicable equal to the proportion of the total Net Asset Value of the Company represented by the Shares and/or C Shares held by such holder, subject

to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements; and

- (b) the period during which any such offer may be accepted has expired or the Company has received notice of the acceptance or refusal of every offer so made.
- (3) Securities that the Company has offered to allot to a holder of Shares or C Shares may be allotted to him, or anyone in whose favour he has renounced his right to their allotment, without contravening Article 3(2)(b) and if Article 3(2) applies in relation to the grant of such right, it will not apply in relation to the allotment of Shares or C Shares in pursuance of that right.
- (4) Shares or C Shares held by the Company in treasury shall be disregarded for the purposes of this Article 3, so that the Company is not treated as a person who holds Shares or C Shares; and the Shares or C Shares held in treasury are not treated as forming part of the share capital of the Company.
- (5) Any offer required to be made by the Company pursuant to Article 3(2) should be made by a notice (given in accordance with Article 37) and such offer must state a period during which such offer may be accepted and such offer shall not be withdrawn before the end of that period. Such period must be a period of at least 21 days beginning on the date on which such offer is deemed to be delivered or received (as the case may be) pursuant to Article 37.
- (6) Article 3(2) shall not apply in relation to the allotment of:
  - (a) bonus shares, nor to a particular allotment of equity securities if these are, or are to be, wholly or partly paid otherwise than in cash; or
  - (b) equity securities in connection with a scrip dividend, rights issue, open offer or other offer of securities in favour of holders of Shares or C Shares at such record date as the Directors may determine where the equity securities attributable to the interests of the holders of Shares or C Shares are proportionate (as nearly as may be practicable) to the respective numbers of Shares or C Shares held by them on such record date, subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or legal or practicable problems arising under the laws of any overseas territory or the requirements of any regulatory body or stock exchange or any other matter whatever.
- (7) The Company may by way of an Extraordinary Resolution effectively disapply Article 3(2) or provide that such Article shall apply with such modifications as may be specified in the resolution:
  - (a) generally in relation to the allotment by the Company of equity securities;
  - (b) in relation to allotments of a particular description; or
  - (c) in relation to a specified allotment of equity securities,and any such resolution must:
  - (i) state the maximum number of equity securities in respect of which Article 3(2) is disapplied or modified; and



- (ii) specify the date on which such disapplication or modification will expire, which must be not more than five years from the date on which the resolution is passed.
- (8) Any resolution passed pursuant to Article 3(7) may:
- (a) be renewed or further renewed by a special resolution for a further period not exceeding five years; and
  - (b) be revoked or varied at any time by a special resolution.
- (9) Notwithstanding that any such resolution referred to in Article 3(7) or (8) has expired, the Directors may allot equity securities in pursuance of an offer or agreement previously made by the Company if the resolution enabled the Company to make an offer or agreement that would or might require equity securities to be allotted after it expired.
- (10) In this Article 3, in relation to an offer to allot securities a reference (however expressed) to the holder of shares of any description is to whoever was the holder of shares of that description at the close of business on a date to be specified in the offer and the specified date must fall within the period of 28 days immediately before the date of the offer.

#### **4. C SHARE UNDERTAKINGS**

- (1) Until Conversion, and without prejudice to its obligations under the Law, the Company undertakes in relation to each class of C Shares to:
- (a) procure that the Company's records and bank accounts shall be operated so that the assets attributable to the C Shares of the relevant class can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall procure that separate cash accounts, broker settlement accounts, and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to the C Shares of the relevant class;
  - (b) allocate to the assets attributable to each class of C Shares such proportion of the income, expenses or liabilities of the Company incurred or accrued between the C Share Issue Date and the Calculation Time (both dates inclusive) as the Directors fairly consider to be attributable to the C Shares of the relevant class including, without prejudice to the generality of the foregoing, those liabilities, if any, specifically identified in the definition of "Conversion Ratio" in Article 1(2); and
  - (c) manage or, where appropriate, give appropriate instructions to the Administrator to manage the Company's assets so that such undertakings can be complied with by the Company.

#### **5. MODIFICATION OF RIGHTS**

- (1) Subject to the provisions of the Law, 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:
- (a) with the consent in writing of the holders of more than seventy-five per cent (75%) in number of the issued shares of that class; or
  - (b) with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of the shares of that class.

- (2) The necessary quorum at any separate class meeting shall be two persons present holding or representing by proxy at least one-third in number of the issued shares of that class (provided that if any such meeting is adjourned for lack of a quorum, the quorum at the reconvened meeting shall be one person present holding Shares of that class or his proxy) provided always that (a) where the class has only one member that member shall constitute the necessary quorum and (b) any holder of shares in the class in question may demand a poll.
- (3) The special rights conferred upon 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: (a) the creation or issue of further shares ranking pari passu therewith; or (b) the purchase or redemption by the Company of any of its shares (or the holding of such shares as treasury shares).
- (4) The rights attached to any class of shares shall not be deemed to be varied by any securities in the capital of the Company becoming, or ceasing to be, a participating security.
- (5) Shares in the capital of the Company will not be treated as a separate class of shares either by becoming, or by ceasing to be, a participating security or held in uncertificated form.

## **6. SHARES**

- (1) The Shares and C Shares shall be at the disposal of the Directors who may subject to the provisions of the Law and the Listing Rules and to Article 3 allot, grant options over or otherwise deal with or dispose of them to such persons at such times and generally on such terms and conditions and for such consideration (cash or otherwise) as they think proper. Save as provided in the Law each Share and C Share in the Company shall be distinguished by its appropriate number.
- (2) The Company shall keep a Register in accordance with the provisions of the Law.
- (3) Unless the conditions of allotment shall otherwise provide or the Directors have determined that the relevant class of Shares or C Shares shall be issued in or converted into uncertificated form pursuant to the provisions of the Regulations and the Listing Rules, every person whose name is entered as a member in the Register shall be entitled without payment to a certificate under the Seal specifying the Share(s) or C Share(s) held by him and the amount paid up thereon and shall otherwise comply with the requirements of the UKLA. In respect of Share(s) or C Share(s) held jointly by several persons the Company shall not be bound to issue more than one certificate and delivery of a certificate for a Share or C Share to one of several joint holders shall be sufficient delivery to all and certificates shall be completed and be ready for delivery within two months after the allotment of the relevant Shares or C Shares or the date on which a transfer is lodged with the Company.
- (4) If a share certificate be worn out defaced lost or destroyed a duplicate certificate may be issued on payment of such fee (if any) not exceeding ten pounds and on such terms (if any) as to evidence and indemnity as the Directors think fit.

## **7. REDEMPTION**

- (1) Neither Shares nor C Shares are redeemable at the option of the holder thereof.
- (2) The Company may, at its discretion, redeem all or any Shares then in issue in accordance with such procedures as the Directors may determine (subject to the facility and procedures of CREST) and in consideration of the payment of such redemption price as the Directors may determine, provided that such redemption of Shares (including the

procedures and method of calculating the redemption price) shall be approved by an Ordinary Resolution of the Company.

- (3) At any time prior to Conversion, the Company may, at its discretion, redeem all or any of the C Shares of a particular class then in issue by agreement with any holder(s) thereof in accordance with such procedures as the Directors may determine (subject to the facility and procedures of CREST) and in consideration of the payment of such redemption price as may be agreed between the Company and the relevant holder(s) of the relevant class of C Shares.
- (4) Any Shares redeemed by the Company under this Article shall either be cancelled or held as treasury shares.

## 8. COMPULSORY REDEMPTION

- (1) Subject to the provisions of the Law and as hereinafter provided the Directors may, in their absolute discretion, on any Compulsory Redemption Date direct that the Company redeem compulsorily some or all of the Shares of each class in issue on such date. Shares of each class will be redeemed at the relevant Compulsory Redemption Price from all Shareholders of that class pro-rata to their existing holdings of Shares of the relevant class on the relevant Compulsory Redemption Record Date.
- (2) Where pursuant to Article 8(1), the Directors determine to redeem compulsorily all or any number of Shares, they will, not less than 10 Business Days before any relevant Compulsory Redemption Date, make an announcement via RIS (a "**Compulsory Redemption Announcement**") of the particulars of the redemption to be effected on the relevant Compulsory Redemption Date. A Compulsory Redemption Announcement making an announcement to that effect may be withdrawn by the Company at any time up to 5.00 p.m. on the Business Day immediately preceding the relevant Compulsory Redemption Date.
- (3) The Compulsory Redemption Announcement will include the following details:
  - (a) the aggregate amount to be distributed to Shareholders;
  - (b) the Relevant Percentage of each class of Shares to be redeemed (pro rata as between the holders of Shares of the relevant class as at the Compulsory Redemption Record Date);
  - (c) a timetable for the redemption and distribution of redemption proceeds, including the Compulsory Redemption Date and the Compulsory Redemption Record Date;
  - (d) the Compulsory Redemption Price per Share in respect of each class of Shares;
  - (e) a new ISIN in respect of each class of Shares which will continue to be listed following the relevant Compulsory Redemption Date; and
  - (f) any additional information that the Board deems necessary to advise Shareholders in connection with the redemption.
- (4) A redemption specified in a Compulsory Redemption Announcement will become effective automatically on the Compulsory Redemption Date specified in that Compulsory Redemption Announcement or such later date as the Directors may otherwise specify.
- (5) The redemption monies payable to Shareholders in respect of any compulsory redemption will be effected either through CREST (in the case of shares held in uncertificated form)

or by cheque (in the case of shares held in certificated form) within 14 Business Days of the relevant Compulsory Redemption Date, or as soon as practicable thereafter. Shareholders will be paid their redemption proceeds in the currency in which their Shares are denominated or as otherwise determined by the Directors.

- (6) The Company and the Directors shall not be liable for any loss or damage suffered or incurred by any holder of Shares or any other person as a result of or arising out of later settlement, howsoever such loss or damage may arise.
- (7) In the case of the compulsory redemption of:
  - (a) certificated Shares, Shareholders' existing Share certificates will be cancelled and new Share certificates, if applicable, will be issued to each such Shareholder for the balance of their shareholding after each Compulsory Redemption Date; and
  - (b) uncertificated Shares held through CREST, the existing ISIN will be disabled, and a new ISIN will on the next Business Day following the Compulsory Redemption Date be applied to the remaining Shares that have not been compulsorily redeemed. The new ISIN will be notified to shareholders in the Compulsory Redemption Announcement.
- (8) The amount payable by the Company upon compulsory redemption of Shares shall be paid out of funds lawfully available for such purpose. Where the Relevant Percentage of the Shares of a class held by a Shareholder is not a whole number of Shares, the number of Shares of the relevant class of Shares held by such Shareholder to be redeemed compulsorily on a Compulsory Redemption Date shall be rounded down to the nearest whole number of Shares. Any Share redeemed compulsorily will be cancelled unless held as a treasury share.
- (9) Upon the compulsory redemption of a Share of any class being effected pursuant to these Articles, the holder thereof shall cease to be entitled to any rights in respect thereof (excepting always the right to receive a dividend which has become due and payable in respect thereof prior to such redemption being effected and the right to receive the proceeds of such redemption) and accordingly his name shall be removed from the Register with respect thereto.

## 9. CONVERSION OF SHARES

- (1) ~~At (A) Until 1 June 2022 only, at~~ the first Business Day of each month (each first Business Day of the relevant month being a "**Conversion Calculation Date**"), Shareholders may convert Shares of any class into Shares of any other class (of which Shares are in issue at the relevant time) by giving not less than 10 Business Days' notice to the Company in advance of such Conversion Calculation Date, either through submission of the relevant instruction mechanism (for Shareholders holding Shares in uncertificated form) or through submission of a conversion notice and the return of the relevant Share certificate to the Company's registrars.

(B) With effect from 1 July 2022, at the first Business Days of January and July of each year (each first Business Day of January or July of each year being a "**Conversion Calculation Date**"), Shareholders may convert Shares of any class into Shares of any other class (of which Shares are in issue at the relevant time) by giving not less than 10 Business Days' notice to the Company in advance of such Conversion Calculation Date, either through submission of the relevant instruction mechanism (for Shareholders holding Shares in uncertificated form) or through submission of a conversion notice and the return of the relevant Share certificate to the Company's registrars.

- (2) Conversion of Shares will be effected on the basis of the ratio of the last reported Net Asset Value per Share of the class of Shares held (calculated in Euro less the costs of effecting such conversion and adjusted to reflect the impact of adjusting any currency hedging arrangements and taking account of any dividends resolved to be paid), to the last reported Net Asset Value per Share of the class of Shares into which they will be converted (also calculated in Euro, and each as at the relevant Conversion Calculation Date) in each case, for the avoidance of doubt, such Net Asset Value per Share shall be calculated inclusive of accrued income.
- (3) The Directors may amend the process for conversion (including the frequency of class conversions and the procedure for giving notice of conversion) in such manner as they see fit including, without limitation, for the purposes of facilitating conversions of Shares in uncertificated or certificated form or to facilitate electronic communications and to take account of dividends payable on any class of Shares. Any conversion notice once given shall be irrevocable without the consent of the Directors. The date on which conversion shall take place shall be a date determined by the Directors being not more than 30 days after the relevant Conversion Calculation Date.
- (4) Conversion of Shares shall be effected by way of redesignation of Shares of one currency class into the appropriate number of Shares of another currency class or in any such other manner as the Directors may determine in accordance with the Law PROVIDED ALWAYS that the Directors may deal in such manner as they think fit with fractional entitlements to Shares, including, without prejudice to the generality of the foregoing, selling any such Shares representing such fractional entitlements for the benefit of the holder or, if the value of such entitlement does not exceed €5.00 (in the case of the Euro Shares) or £5.00 (in the case of the Sterling Shares), retaining the proceeds for the benefit of the Company and for such purposes any Director is hereby authorised as agent on behalf of the relevant holder of Shares, in the case of a share in certificated form, to execute any stock transfer and to do any other act or thing as may be required to give effect to the same including, in the case of a share in uncertificated form, the giving of directions to or on behalf of the relevant Share holder who shall be bound by them.
- (5) The ability to convert Shares from one class into any other class may be suspended at any time that the calculation and publication of the Net Asset Value per Share is suspended.
- (6) Should the Directors determine that the continued existence of a class of Shares would be impractical due to, for example, where Article 38 applies or where the number of Shares of any class in public hands (as such phrase is used in Listing Rule 6.1.19(4)R) (as may be amended, replaced or supplemented from time to time) has fallen below 25 per cent. of the total number of issued Shares of that class, the Directors shall have the right, at their discretion, to compulsorily convert the Shares of such class into Shares of the class then in issue with the greatest aggregate Net Asset Value per Share in Euro terms as at the corresponding Valuation Date. Any such compulsory conversion will take place in substantially the same manner specified for voluntary conversion in accordance with, to the extent applicable, Articles 9(1) to 9(4) above.
- (7) Notwithstanding any other provision of this Article 9, the Directors may at their absolute discretion determine to suspend (either temporarily or permanently) conversions between classes of Shares. Where the Directors determine to suspend or reinstate conversions between classes of Shares, an announcement of such suspension or reinstatement will be made to Shareholders via RIS.

## 10. C SHARE CONVERSION

- (1) The Directors shall procure that:

- (a) the Administrator shall be requested to calculate, within 10 Business Days after the Calculation Date, the Conversion Ratio as at the Calculation Date and the number of Correspondent Shares to which each holder of C Shares of the relevant class shall be entitled on Conversion; and
- (b) the Auditor, or failing which an independent accountant selected for the purpose by the Directors, shall be requested to report, within 15 Business Days after the date on which the Conversion Ratio has been calculated, that such calculations:
  - (i) have been performed in accordance with the Articles; and
  - (ii) are arithmetically accurate,

whereupon such calculations shall become final and binding on the Company, all holders of Correspondent Shares and all holder of C Shares of the relevant C Share class.

- (2) The Directors shall further procure that, as soon as practicable following such certification, a RIS announcement is made advising holders of C Shares of that class of the Conversion Date, the Conversion Ratio and the aggregate number of new Shares of the Correspondent Class to which holders of C Shares of that class are entitled on Conversion.
- (3) The Shares of the Correspondent Class arising upon Conversion shall be divided amongst the former holders of the C Shares of the relevant class pro rata according to their respective former holdings of C Shares of the relevant class PROVIDED ALWAYS that the Directors may deal in such manner as they think fit with fractional entitlements to Correspondent Shares, including, without prejudice to the generality of the foregoing, selling any such Correspondent Shares representing such fractional entitlements for the benefit of the holder or, if the value of such entitlement does not exceed €5.00 (in the case of the Euro Shares) or £5.00 (in the case of the Sterling Shares), retaining the proceeds for the benefit of the Company and for such purposes any Director is hereby authorised as agent on behalf of the former holders of C Shares, in the case of a share in certificated form, to execute any stock transfer and to do any other act or thing as may be required to give effect to the same including, in the case of a share in uncertificated form, the giving of directions to or on behalf of the former C Share holder who shall be bound by them.
- (4) Forthwith upon Conversion, any certificates relating to the C Shares of the relevant class shall be cancelled and the Company shall issue to each such former C Share holder new certificates in respect of the Correspondent Shares which have arisen upon Conversion unless such former C Share holder elects to hold their Correspondent Shares in uncertificated form.
- (5) The Company shall use its reasonable endeavours to procure that upon Conversion the new Shares are admitted to the Official List.
- (6) In connection with any issue of a C Share class, the Directors shall state the Specified Conversion Criteria in:
  - (a) any relevant Disclosure Document or press announcement published; and
  - (b) in a RIS release,at the time of offer of such C Shares for subscription.

## **11. MANAGEMENT SHARES**

- (1) Management Shares shall carry the right to receive notice of and attend general meetings

of the Company but shall only have the right to vote when there are no other voting class of share of the Company in issue.

- (2) The holders of the Management Shares are entitled to receive an annual cumulative dividend at a fixed rate of £10 per Management Share (the "**Preferred Dividend**"), irrespective of whether their Management Shares are denominated in Sterling or in any other currency, but the Management Shares shall confer no other right to share in the profits of the Company. The Preferred Dividend shall accrue daily and be payable at the same time and in priority to any dividend payable to the holders of the Shares and the C Shares, the first dividend on any Management Share to be payable on the first such payment date falling after its date of issue, in respect of the period from the date of issue to that payment date. If the Company is unable to pay in full on the due date any Preferred Dividend then it shall carry forward and become payable as soon as the Company is able to pay such Preferred Dividend.
- (3) In the event of a return of capital or winding-up of the Company (other than by way of a repurchase or redemption of Shares in accordance with the provisions of these Articles and the Law) there shall be paid to the holders of the Management Shares the amount paid up on their Management Shares. Such amounts on a return of capital or winding-up shall be paid in priority to any amounts payable to holders of the Shares and the C Shares.
- (4) The Directors may at any time direct that any Management Shares not held by the Investment Manager, or such other entity as the Directors shall determine from time to time, shall be compulsorily purchased from the holder thereof as determined by the Directors in the following manner:-
  - (a) the Directors shall serve a notice (hereinafter called a "**Purchase Notice**") upon the person appearing in the Register as the holder of the Management Shares to be purchased (the "**Vendor**") specifying the Management Shares to be purchased as aforesaid, the proposed purchaser, the price to be paid for such shares, the person in whose favour such holder must execute a transfer of such shares and the place at which the purchase price in respect of such shares is payable. Any Purchase Notice may be served upon the Vendor by mailing the same in a pre-paid registered envelope addressed to the Vendor at his address shown in the Register. The Vendor shall thereupon forthwith be obliged to deliver to the Company within 10 days from the date of the Purchase Notice the certificate(s) (if any) representing the Management Shares specified in the Purchase Notice together with a duly executed transfer thereof in favour of the person specified in the Purchase Notice;
  - (b) the price payable for Management Shares transferred pursuant to this Article shall be £1;
  - (c) in the event of the Vendor failing to carry out the sale of any Management Shares which he shall have become bound to transfer as aforesaid, the Directors may authorise some person to execute a transfer of any such share(s) in accordance with the direction of the Directors and may give a good receipt for the purchase price of such shares, and may register the transferee or transferees as holder or holders thereof and issue to him or them a certificate for the same and thereupon the transferee or transferees shall become indefeasibly entitled thereto. The Vendor shall in such case be bound to deliver up his certificate (if any) for the said shares, and on such delivery shall be entitled to receive the purchase price without interest.

## 12. LIEN

- (1) The Company shall have a lien on every Share or C Share (not being a fully paid Share or C Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share or C Share and the Company shall also have a lien on all Shares or C Shares (other than fully paid Shares or C Shares) standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company but the Directors may at any time declare any Shares or C Shares to be wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a Share or C Share shall extend to all dividends payable thereon.
- (2) The Company may sell in such manner as the Directors think fit any Shares or C Shares on which the Company has a lien but no sale shall be made unless some sum in respect of which the lien exists is payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable has been given to the registered holder for the time being of the Share or C Share or the person entitled by reason of his death or bankruptcy to the Share or C Share. For the purpose of giving effect to any such sale the Directors may authorise some person to transfer to the purchaser thereof the Shares or C Shares so sold.
- (3) The proceeds of sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall (subject to a like lien for sums not presently payable as existed upon the Shares or C Shares prior to the sale) be paid to the person entitled to the Shares or C Shares at the date of the sale. The purchaser shall be registered as the holder of the Shares or C Shares and he shall not be bound to see to the application of the purchase money nor shall his title to the Shares or C Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

### **13. CALLS ON SHARES**

- (1) Subject to the terms of allotment the Directors may make calls upon the Members in respect of any moneys unpaid on their Shares or C Shares and each Member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his Shares or C 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 or C Shares in respect whereof the call was made.
- (2) A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed and proof of the resolution shall be sufficient evidence of the call having been made.
- (3) The joint holders of a Share or C Share shall be jointly and severally liable to pay all calls and other moneys due in respect thereof.
- (4) If a sum called in respect of a Share or C Share is not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest upon the sum at a rate fixed by the Directors from the day appointed for the payment thereof to the time of the actual payment but the Directors shall be at liberty to waive the payment of that interest wholly or in part.
- (5) Any sum which by the terms of allotment of a Share or C Share is made payable upon allotment or at any fixed date shall for all the purposes of these Articles (save as herein otherwise expressly provided) be deemed to be a call duly made and payable on the date fixed for payment and in case of non-payment the provisions of these Articles as to payment of interest and expenses forfeiture and the like and all other relevant provisions



of these Articles shall apply as if the same were a call duly made and notified as hereby provided.

- (6) The provisions of these Articles as to payment of interest shall apply in the case of non-payment of any sum which by the terms of issue of a Share or C Share becomes payable at a fixed time as if the same had become payable by virtue of a call duly made and notified.
- (7) The Company may if the Directors think fit receive from any Member willing to advance the same all or any part of the money uncalled and unpaid upon any Shares or C Shares held by him and upon all or any of the moneys so advanced may (until the same would but for such advance become presently payable) pay interest at such rate (not exceeding without the sanction of the Company in general meeting ten per centum per annum) as may be agreed upon between the Member paying the sum in advance and the Directors.

#### 14. INTERESTS IN SHARES

- (1) The Directors shall have power by notice in writing (a "**Disclosure Notice**") to require any holder of Shares or C Shares to disclose to the Company the identity of any person other than the holder (an "**interested party**") who has any interest (whether direct or indirect) in the Shares or C Shares held by the holder (or has been so interested at any time during the three years immediately preceding the date on which the Disclosure Notice is issued) and the nature of such interest.
- (2) Any such notice shall require any information in response to such notice to be given in writing within such reasonable time as the Directors shall determine.
- (3) The Company shall maintain a register of interested parties to which the provisions of Articles 41 and 71 of the Law shall apply mutatis mutandis and whenever in pursuance of a requirement imposed on a shareholder as aforesaid the Company is informed of an interested party the identity of the interested party and the nature of the interest shall be promptly inscribed therein together with the date of the request.
- (4) The Directors may be required to exercise their powers under Article 14(1) on the requisition of a Shareholder holding at the date of the deposit of the requisition not less than one-tenth of the total voting rights attaching to the Shares in issue at the relevant time.
- (5) The requisition must:-
  - (a) state that the requisitionists are requiring the Company to exercise its powers under this Article;
  - (b) specify the manner in which they require those powers to be exercised; and
  - (c) give reasonable grounds for requiring the Company to exercise those powers in the manner specified; and
  - (d) must be signed by the requisitionists and deposited at the office.
- (6) The requisition may consist of several documents in like form each signed by one or more requisitionists.
- (7) On the deposit of a requisition complying with this Article it is the Directors' duty to exercise their powers under Article 14(1) in the manner specified in the requisition.
- (8) If a holder of Shares or C Shares has been duly served with a Disclosure Notice and is in

default for the prescribed period in supplying to the Company the information thereby required, then the Directors may in their absolute discretion at any time thereafter serve a notice (a "**direction notice**") upon such Shareholder as follows:

- (a) a direction notice may direct that, in respect of:
    - (i) the Shares or C Shares of the Shareholder recorded in the Register which comprise or include the Shares or C Shares in relation to which the default has occurred (all or the relevant number as appropriate of such Shares or C Shares being the "**default shares**"); and
    - (ii) any other Shares or C Shares held by the recipient of the direction notice;

the holder shall not be entitled to vote at a general meeting or meeting of the holders of any class of Shares or C Shares of the Company either personally or by a duly authorised representative (if a corporation) or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company or of class meetings of the Shares or C Shares; and
  - (b) where the default shares represent 0.25 per cent or more of the number of the issued Shares or C Shares of the class of Shares or C Shares concerned, then the direction notice may additionally direct that:
    - (i) in respect of the default shares, any dividend or part thereof or other money which would otherwise be payable on such Shares or C Shares shall be retained by the Company without any liability to pay interest thereon when such money is finally paid to the holder;
    - (ii) no transfer other than an approved transfer as set out in Article 14(7)(c) of any of the Shares or C Shares held by such Member shall be registered unless:
      - (1) the shareholder is not himself in default as regards supplying the information requested; and
      - (2) the transfer is of part only of the shareholder's holding and when presented for registration is accompanied by a certificate by the shareholder in a form satisfactory to the Directors to the effect that after due and careful enquiry the shareholder is satisfied that no person in default as regards supplying such information is interested in any of the Shares or C Shares the subject of the transfer.
  - (c) The Company shall send to each other person appearing to be interested in the Shares or C Shares the subject of any direction notice a copy of the notice, but the failure or omission by the Company to do so shall not invalidate such notice.
- (9) If Shares or C Shares are issued to a Member as a result of that Member holding other Shares or C Shares in the Company and if the Shares or C Shares in respect of which the new Shares or C Shares are issued are default shares in respect of which the Member is for the time being subject to particular restrictions, the new Shares or C Shares shall on issue become subject to the same restrictions whilst held by that Member as such default shares. For this purpose, Shares or C Shares which the Company procures to be offered to Members pro rata (or pro rata ignoring fractional entitlements and Shares or C Shares not offered to certain Members by reason of legal or practical problems associated with offering Shares or C Shares outside the United Kingdom or Jersey) shall be treated as

Shares or C Shares issued as a result of a Member holding other Shares or C Shares in the Company.

- (10) Any direction notice shall have effect in accordance with its terms for as long as the default, in respect of which the direction notice was issued, continues but shall cease to have effect in relation to any Shares or C Shares which are transferred by such Member by means of an approved transfer as set out in Article 14(11)(c). As soon as practical after the direction notice has ceased to have effect (and in any event within 7 days thereafter) the Directors shall procure that the restrictions imposed by Article 14(8) above shall be removed and that dividends and other moneys withheld pursuant to Article 14(8)(b)(i) above are paid to the relevant Member.
- (11) For the purpose of Articles 14(1) to 14(10):
- (a) a person shall be treated as appearing to be interested in any Shares or C Shares if the Member holding such Shares or C Shares has given to the Company a notification which either (a) names such person as being so interested or (b) fails to establish the identities of those interested in the Shares or C Shares and (after taking into account the said notification and any other relevant notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the Shares or C Shares;
  - (b) the prescribed period referred to in Article 14(8) in respect of any particular Member is 28 days from the date of service of the said notice in accordance with Article 14(1) except where the default shares represent 0.25 per cent or more of the number of the issued Shares or C Shares of the class of Shares or C Shares concerned in which case the prescribed period shall be 14 days;
  - (c) a transfer of Shares or C Shares is an approved transfer if but only if:
    - (i) it is a transfer of Shares or C Shares to an offeror by way or in pursuance of acceptance of a takeover offer (within the meaning of Article 116 of the Law) in respect of all the issued Shares and C Shares in the Company; or
    - (ii) the Directors are satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the Shares or C Shares to a party unconnected with the Member and with other persons appearing to be interested in such Shares or C Shares; or
    - (iii) the transfer results from a sale made through a recognised investment exchange (as defined in the Financial Services and Markets Act 2000) or any stock exchange outside the United Kingdom on which the Company's shares are normally traded.

For the above purposes any person referred to in Article 14(13) shall, *mutatis mutandis*, be included amongst the persons who are connected to any person appearing to be interested in such Shares or C Shares.

- (12) Any Member who has given notice of an interested party in accordance with Article 13(2) who subsequently ceases to have any party interested in his Shares or C Shares or has any other person interested in his Shares or C Shares shall notify the Company in writing of the cessation or change in such interest and the Directors shall promptly amend the register of interested parties accordingly.
- (13) For the purposes of Article 14(11)(c) a person shall be treated as being connected with a

Member if that person is:-

- (a) a spouse, child (under the age of 18) or step child (under the age of 18) of the Member ; or
- (b) an associated body corporate which is a company in which the Member alone, or with connected persons (as defined in the Income and Corporation Taxes Act 1988, is directly or indirectly beneficially interested in 20% or more of the nominal value of the equity share capital or is entitled (alone or with connected persons) to exercise or control the exercise of more than 20% of the voting power at general meetings; or
- (c) a trustee (acting in that capacity) of any trust, the beneficiaries of which include the Member or persons falling within paragraphs (a) or (b) above excluding trustees of an employees' share scheme or pension scheme; or
- (d) a partner (acting in that capacity) of the Member or persons in categories (a) to (c) above.

## 15. TRANSFER OF SHARES

- (1) The Company may permit the holding in uncertificated form of one or more classes of shares determined by the Directors for this purpose in order that the transfer of title to any such shares may be effected by means of a computer system in accordance with the Jersey Regulations **PROVIDED THAT** the Register shall be held in Jersey pursuant to Articles 41 and 44 of the Law.
- (2) Unless and until the Directors determine that one or more classes of share may be held in uncertificated form, the shares shall be issued in certificated form and all the provisions of these Articles relating to the issue, holding and surrender of certificates and transfer and transmission of certificated shares shall apply to the same. All of such provisions shall also apply to any shares of a class which the Directors have determined may be held in uncertificated form but where with the approval of the Directors the holder of the relevant shares has notified his wish to hold the relevant holding of shares in registered certificated form.
- (3) Without prejudice to Article 15(1) and 15(2) above the Directors shall have power to implement such arrangements as they may in their absolute discretion think fit in order for any class of shares to be a participating security (subject always to the Regulations and the facilities and requirements of the relevant system concerned). Where they do so, and subject to the Law:-
  - (a) these Articles shall be construed accordingly and shall be deemed to be modified, amended or extended to the extent necessary to ensure that the same are consistent with the provisions of the Jersey Regulations and to the extent this would not conflict with the Jersey Regulations consistent with the provisions of the UK Regulations, to permit the holding of shares of the relevant classes in uncertificated form and the transfer of title to shares of the relevant classes by means of a computer system; and
  - (b) the following provisions of this Article shall commence to have effect immediately prior to the time at which the authorised operator of the relevant system concerned permits the class of shares concerned to be a participating security.
- (4) In relation to any class of shares which is, for the time being, a participating security, and for so long as such class remains a participating security, subject to the Law, no provision

of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with:

- (a) the holding of shares of that class in uncertificated form;
  - (b) the transfer of title of shares of that class by means of a relevant system; or
  - (c) the Jersey Regulations.
- (5) Without prejudice to the generality of Article 15(4) and notwithstanding anything contained in these Articles, where any class of shares is, for the time being, a participating security (such class being referred to hereinafter as the "**Relevant Class**"):
- (a) shares of the Relevant Class may be issued in uncertificated form in accordance with and subject as provided in the Regulations;
  - (b) unless the Directors otherwise determine, shares of the Relevant Class held by the same holder or joint holder in certificated form and uncertificated form shall be treated as separate holdings;
  - (c) shares of the Relevant Class may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the Regulations;
  - (d) title of shares of the Relevant Class which are recorded on the Register as being held in uncertificated form may be transferred by means of the relevant system concerned and accordingly (and in particular but without limitation) Article 15(6) shall not apply in respect of such shares to the extent that such Article requires or contemplates the effecting of a transfer by an instrument in writing and the production of a certificate for the share to be transferred; and
  - (e) the Company shall comply with the provisions of the UK Regulations to the extent applicable.

No other provision of these Articles shall apply so as to require the Company to issue a certificate to any person holding shares of the Relevant Class in uncertificated form.

- (6) Subject to the foregoing any instrument of transfer of a share shall be in writing in any form which the Directors may approve (which shall specify the full name and address of the transferee) and shall be signed by or on behalf of the transferor (and, in the case of any partly paid share, the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.
- (7) Subject to the requirements of the Listing Rules, the Directors may decline to register any transfer of shares prohibited by Article 15(8) and may decline, in their absolute discretion and without giving any reason, to register any transfer of shares unless:
- (a) it is in respect of a share which is fully paid up;
  - (b) the instrument of transfer is left at the office, or at such other place as the Directors may decide, for registration;
  - (c) the instrument of transfer is accompanied by the certificate for the shares to be transferred (if the shares are held in certificated form) and such other evidence (if any) as the Directors may reasonably require to prove the title of the intending transferor or his right to transfer the shares;

- (d) the instrument of transfer is duly stamped (if so required);
- (e) it is in respect of only one class of shares;
- (f) it is in favour of not more than four transferees jointly; and
- (g) it is not in favour of a minor, infant, bankrupt or person with a mental disorder;

provided in each case such refusal would not prevent dealings from taking place on an open and proper basis on any relevant stock exchange.

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

- (8) The Directors may, in their absolute discretion, refuse to register a transfer of any Share or C Share to any person it has reason to believe is (i) a Non-Qualified Holder; or (ii) a U.S. Plan Investor, provided that the Directors will not exercise this discretion if to do so would prevent dealings in Shares or C Shares from taking place on an open and proper basis on the London Stock Exchange. Each person acquiring Shares and/or C Shares shall by virtue of such acquisition be deemed to have represented to the Company that he is not a Non-Qualified Holder or a U.S. Plan Investor.
- (9) If any Shares or C Shares are owned directly, indirectly or beneficially by a person believed by the Board of Directors to be a Non-Qualified Holder or a U.S. Plan Investor, the Board of Directors may give notice to such person requiring him either (i) to provide the Board of Directors within 30 days of receipt of such notice with sufficient satisfactory documentary evidence to satisfy the Board of Directors that such person is not a Non-Qualified Holder or a U.S. Plan Investor or (ii) to sell or transfer his Shares or C Shares to a person qualified to own the same within 30 days and within such 30 days to provide the Board of Directors with satisfactory evidence of such sale or transfer. Pending such sale or transfer, the Board may suspend the exercise of any voting or consent rights and rights to receive notice of or attend any meeting of the Company and any rights to receive dividends or other distributions with respect to such Shares or C Shares. Where condition (i) or (ii) is not satisfied within 30 days after the serving of the notice, the person will be deemed, upon the expiration of such 30 days, to have forfeited his Shares or C Shares.
- (10) A forfeited Share or C Share will be deemed to be the property of the Company and may be sold, re- allotted or otherwise disposed of on such terms as the Directors think fit, including (if applicable) with or without all or any part of the amount previously paid on the Share or C Share being credited as paid. At any time before such a sale or disposition the forfeiture process may be cancelled. Unless the Directors shall otherwise determine, no proceeds of any forfeiture will be paid to any person whose Shares or C Shares have been forfeited.
- (11) A person whose Shares or C Shares have been forfeited will cease to be a Shareholder or holder of C Shares in respect of the forfeited Shares or C Shares, respectively but will, notwithstanding the forfeiture and if applicable, remain liable to pay to the Company all monies which at the date of the forfeiture were payable by them to the Company in respect of the Shares or C Shares with interest thereon from the date of forfeiture until payment at such rate (not exceeding 15 per cent. per annum) as the Directors determine and may enforce payment without any allowance for the value of the Shares or C Shares at the time of forfeiture.
- (12) The Directors may accept from any Shareholder or holder of C Shares on such terms as agreed a surrender of any Shares or C Shares in respect of which there is a liability for calls

or in circumstances where a Non-Qualified Holder or a U.S. Plan Investor determines that they are not qualified to hold the Shares or C Shares. Any surrendered Share or C Share may be disposed of in the same manner as a forfeited Share or C Share.

- (13) The registration of transfers of Shares or C Shares or of transfers of any class of Shares or C Shares may be suspended at such times and for such periods as the Directors may determine provided always that such registration shall not be suspended, either generally or otherwise, for more than 30 days in any year.
- (14) No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any Share or C Share.
- (15) The Company shall be entitled to retain any instrument of transfer of any Share or C Share which is registered, but any instrument of transfer of any Share or C Share which the Directors refuse to register (except in the case of fraud) shall be returned to the person lodging it when notice of the refusal is given.

## **16. TRANSMISSION OF SHARES**

- (1) If a member dies, the survivor or survivors, where the deceased was a joint holder, and the executors, administrators or other legal personal representatives of the deceased, where the deceased was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to the interest of the deceased in the shares; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
- (2) A minor or an interdict may not become a member of the Company unless the shares were transmitted to him on the death of the holder thereof.
- (3) Any guardian of a minor member and any curator appointed by the Royal Court or other person appointed by a court of competent jurisdiction to administer to the affairs of any Member of unsound mind, and any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as the Directors may properly require, elect either to become the registered holder of the share or to have some person nominated by him registered as the holder thereof. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the limitations restrictions and provisions of these Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the Member and as if the Member had been a person of full age or not of unsound mind or as if the death or bankruptcy of the Member had not occurred.
- (4) A person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall have the rights to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as the holder thereof, be entitled in respect of the share to vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

## **17. FORFEITURE OF SHARES**

- (1) If a member fails to pay any call or instalment of a call on the day appointed for payment thereof the Company may at any time thereafter during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and any expenses that may have been incurred by reason of such non-payment.

- (2) The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call or instalment is unpaid will be liable to be forfeited.
- (3) If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Directors to that effect.
- (4) Any share forfeited shall become the property of the Company and may be re-allotted sold or otherwise disposed of on such terms and in such manner as the Directors think fit and notwithstanding any such forfeiture as aforesaid the Directors may at any time before the forfeited share has been disposed of permit the share so forfeited to be redeemed upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share and upon such further terms (if any) as they shall think fit. The Directors may if necessary authorise some person to transfer a forfeited share to the purchaser thereof.
- (5) A record in the minute book of the Company to the effect that a share has been duly forfeited in pursuance of these Articles and stating the time when it was forfeited shall as against all persons claiming to be entitled to the share adversely to the forfeiture thereof be conclusive evidence of the facts therein stated and such record together with a certificate of proprietorship of the share under the Seal delivered to the purchaser or allottee thereof shall constitute a good title to the share and the new holder thereof shall be discharged from all calls made prior to such purchase or allotment and shall not be bound to see to the application of the purchase money nor shall his title to the share be affected by any past omission or irregularity relating to or connected with the proceedings in reference to the forfeiture re-allotment sale or other disposal of the share.
- (6) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding remain liable to pay to the Company all moneys which at the date of the forfeiture were presently payable to the Company by him in respect of the shares.
- (7) The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time as if the same had been payable by virtue of a call duly made and notified.
- (8) Where the Company is entitled under any provisions of the Law or the rules made and practices instituted by the operator of any relevant system or under these Articles to dispose of, forfeit, enforce a lien or sell or otherwise procure the sale of any shares which are held in uncertificated form, such entitlement (to the extent permitted by the Regulations and the rules made and practices instituted by the operator of the relevant system) shall include the right to:
  - (a) request or require the deletion of any computer-based entries in the relevant system relating to the holding of such shares in uncertificated form; and/or
  - (b) require any holder of any uncertificated shares which are the subject of any exercise by the Company of any such entitlement, by notice in writing to the holder concerned, to change his holding of such uncertificated shares into certificated form within such period as may be specified in the notice, prior to completion of any disposal, sale or transfer of such shares or direct the holder to take such steps, by instructions given by means of a relevant system or otherwise, as may be necessary to sell or transfer such shares; and/or



- (c) appoint any person to take such other steps, by instruction given by means of a relevant system or otherwise, in the name of the holder of such shares as may be required to effect or transfer of such shares and such steps shall be as effective as if they had been taken by the registered holder of the uncertificated shares concerned; and/or
- (d) transfer any uncertificated shares which are the subject of any exercise by the Company of any such entitlement by entering the name of the transferee in the Register in respect of that share as a transferred share; and/or
- (e) otherwise rectify or change the Register in respect of that share in such manner as may be appropriate; and/or
- (f) take such other action as may be necessary to enable those shares to be registered in the name of the person to whom the shares have been sold or disposed of or as directed by him.

## **18. GENERAL MEETINGS**

- (1) The Company shall hold a general meeting as its annual general meeting once in every calendar year at such time and such place, not being in the United Kingdom, as may be determined by the Directors and so that not more than eighteen months shall be allowed to elapse between any two such general meetings provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year.
- (2) The above mentioned general meeting shall be called the "Annual General Meeting". All other general meetings shall be called "Extraordinary General Meetings".
- (3) The Directors may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on a requisition made in accordance with the Law in writing and signed by members holding in the aggregate not less than one-tenth of the total voting rights of the members of the Company who have the right to vote at the meeting requisitioned.

## **19. PROCEEDINGS AT GENERAL MEETINGS**

- (1) Save as otherwise required by the Law, in the case of any general meeting of the Company fourteen days' notice at least (exclusive of the day on which the notice is deemed to be served and the day for which notice is given) specifying the place the day and the hour of the meeting and, subject to the requirements if applicable, of the Listing Rules the general nature of the business to be transacted shall be given in manner hereinafter mentioned or in such other manner (if any) as may be prescribed by the Company in general meeting to such persons as are under the Articles entitled to receive such notices from the Company but the non-receipt of the notice by any such persons shall not invalidate the proceedings at any general meeting. With the consent of all the members for the time being entitled to be present and to vote at an Annual General Meeting such meeting may be convened on a shorter notice than fourteen days and in the case of any other general meeting with the consent of a majority in number of the members entitled to attend and vote thereat such majority together holding not less than 95 per cent of the total voting rights of the members of the Company who have the right to attend and vote thereat such meeting may be convened on a shorter notice than fourteen days.
- (2) Notice of every general meeting shall be given in accordance with the provisions of Article 37 hereof, but the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the

proceedings at the meeting.

- (3) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a body corporate, shall be a quorum provided that if at any time all of the issued shares in the Company are held by a holding company or by a nominee for a holding company, such single member present in person by duly authorised representative of a body corporate or by proxy shall constitute a quorum.
- (4) Any member, entitled to attend and vote at a general meeting, may participate in a general meeting by means of a conference telephone or similar communications equipment whereby all the members participating in the general meeting can hear each other and the members participating in this manner shall be deemed to be present in person at such meeting for all the purposes of these Articles.
- (5) If within half-an-hour from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the place time and day stated in the notice of the meeting or as otherwise may be appointed by the chairman or if no place time and day is so appointed to the same day in the next week at the same time and place and if at the adjourned meeting a quorum as above defined is not present within half-an-hour from the time appointed for the meeting one member present, entitled to attend and vote at the general meeting, or his proxy shall constitute a quorum.
- (6) The chairman (if any) of the Directors shall preside as chairman at every general meeting of the Company or if there is no such chairman or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Directors present shall elect one of their number to be chairman of the meeting.
- (7) If at any meeting no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their number to be chairman of the meeting.
- (8) The chairman may with the consent of any meeting at which a quorum is present adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- (9) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) decided upon by the chairman or demanded by at least one member having the right to vote on the question or by any member or members representing at least one-tenth of the total voting rights of all members having a right to vote on the question and unless a poll is so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the minutes of the proceedings of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- (10) A resolution in writing signed by all the members of the Company for the time being entitled to receive notice of and to attend and vote at general meetings or their duly appointed attorneys shall be as valid and effectual as if it had been passed at a meeting of the Members duly convened and held. Any such resolution may consist of several

documents in the like form signed by one or more of the members or their attorneys and signature in the case of a corporate body which is a member shall be sufficient if made by a director thereof or its duly appointed attorney.

- (11) If a poll is duly demanded it shall be taken in such manner as the chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (12) In the case of an equality of votes whether on a show of hands or on a poll the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- (13) 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 at such time as the chairman of the meeting directs.
- (14) A demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

## **20. VOTES OF MEMBERS**

- (1) Subject to any special rights restrictions or prohibitions as regards voting for the time being attached to any Shares, holders of Shares have a right to receive notice of and to attend and vote at general meetings of the Company. On a show of hands every holder of Shares present in person or by proxy or (in the case of a corporation) by duly authorised representative shall have one vote. On a poll every holder of Shares present in person or by proxy or (in the case of a corporation) by duly authorised representative shall:
  - (a) in the case of a separate class meeting, have one vote for each Share of which he is the holder; and
  - (b) in the case of a general meeting of all holders of Shares, have one vote in respect of each Euro Share held by him and such number of votes in respect of each Sterling Share held by him, as shall be fixed by the Directors and reflecting the Euro value of a Sterling Share (at the issue price) on such date prior to the date of first issue of such Shares as may be chosen for such purpose by the Directors. In the event that Shares of further classes are issued such Shares shall have such number of votes per Share as may be specified in the terms of issue by the Directors and which reflect the approximate Euro value of a Share of the relevant class at its issue price on such date prior to the date of first issue of such Shares as may be chosen for such purpose by the Directors.
- (2) Holders of C Shares shall not have the right to attend (but shall receive notice of) any general meetings of the Company, nor will they have the right to vote at such meetings.
- (3) Until Conversion the consent of the holders of the relevant C Shares as a class (irrespective of whichever class of C Shares they may hold) shall be required for and, accordingly, the special rights attached to any class of C Shares shall be deemed to be varied inter alia, by:
  - (a) any alteration to the Company's memorandum of association or these Articles; or
  - (b) the passing of any resolution to wind up the Company.
- (4) In respect of the matters referred to in Article 20(3) above, holders of C Shares shall have the right to attend, receive notice of and vote at a separate meeting of the holders of C Shares of all classes meeting as a single body and in respect of voting at such meetings:

- (a) each holder of C Shares shall, on a show of hands, have one vote; and
  - (b) on a poll, each holder of C Shares attending in person, by proxy or by corporate representative shall have the same number of votes per share as a holder of the relevant Correspondent Share would have on a poll at a general meeting of the Company;
  - (c) on a poll, each C Share shall entitle the holder to the same number of votes per share as one of the relevant Correspondent Shares would entitle the holder to have on a poll at a general meeting of the Company.
- (5) In the case of joint holders of Shares or C Shares unless such joint holders shall have chosen one of their number to represent them and so notified the Company in writing the vote of the most senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register.
- (6) Where a holder of Shares or C Shares is of unsound mind his curator appointed by the Royal Court or the person appointed by a court of competent jurisdiction to administer to his affairs may vote whether on a show of hands or on a poll and may on a poll vote by proxy. Evidence to the satisfaction of the Directors of the authority of such curator or other person may be required by the Directors prior to any vote being exercised by such curator or other person.
- (7) Unless the Board of Directors shall otherwise determine, no holder of Shares or C Shares shall be entitled to vote at any general meeting or separate class meeting unless all calls or other sums presently payable by him in respect of Shares or C Shares in the Company of which he is holder or one of the joint holders have been paid.
- (8) On a poll votes may be given either personally or by proxy.
- (9) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation either under its common seal or under the hand of an officer or attorney so authorised. A proxy need not be a member of the Company.
- (10) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office or at such other place as is specified for that purpose by the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than forty-eight hours before the time appointed for taking the poll and in default the instrument of proxy shall not be treated as valid.
- (11) An instrument appointing a proxy shall be in any usual common form or in any form of which the Directors shall approve.
- (12) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (13) A vote given or act done in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the appointor or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given unless notice in writing of such death, insanity,

revocation or transfer as aforesaid shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting or poll at which the vote was given or the act was done.

## 21. CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

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

## 22. APPOINTMENT OF DIRECTORS

- (1) The first Directors shall be appointed in writing by the subscribers to the memorandum or a majority of them.
- (2) The Board of Directors shall be composed of at least two Directors and shall not be subject to any maximum unless otherwise determined by an Ordinary Resolution.

~~(3) The Board of Directors may not consist of a majority of Directors who are residents of the United Kingdom, and if, as a result of the relocation, removal, death or resignation of a Director, a majority of the Directors would be residents of the United Kingdom, one or more Directors who is UK resident shall be deemed to have resigned concurrently with such relocation, death or resignation in order to ensure that a majority of the Directors are not UK residents.~~

~~(3)~~ (4) A Director need not be a member of the Company.

~~(4)~~ (5) The Directors shall have power at any time and from time to time to appoint subject to the provisions of the Law or the Listing Rules ~~or Article 22(3)~~ any person to be a Director either to fill a casual vacancy or as an additional Director.

~~(5)~~ (6) ~~Subject to Article 22(3), the~~ The Company may by Ordinary Resolution appoint any person to office as a Director.

~~(6)~~ (7) No person other than a Director retiring at a general meeting shall, unless recommended by the Directors, be eligible for election by the Company to the office of Director unless not less than seven and not more than 42 clear days before the date appointed for the meeting there shall have been left at the Company's registered office (or, if an electronic address has been specified by the Company for such purposes, sent to the Company's electronic address) notice in writing signed by a member who is duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election together with notice in writing signed by that person of his willingness to be elected, specifying his tax residency status and containing a declaration that he is not ineligible to be a Director in accordance with the Law.

## 23. RESIGNATION, DISQUALIFICATION AND REMOVAL OF DIRECTORS

- (1) The office of a Director shall be vacated:
  - (a) if he (not being a person holding for a fixed term an executive office subject to termination if he ceases from any cause to be a Director) resigns his office by one

month's written notice signed by him, sent to or deposited at the office;

- (b) if he dies;
- (c) if the Company requests that he resigns his office by giving one month's written notice;
- (d) if he shall have absented himself (such absence not being absence with leave or by arrangement with the Board on the affairs of the Company) from meetings of the Board for a consecutive period of 12 months and the Board resolves that his office shall be vacated;
- (e) if he becomes bankrupt or makes any arrangements or composition with his creditors generally;
- (f) if he ceases to be a Director by virtue of, or becomes prohibited from being a Director by reason of, an order made under the provisions of any law or enactment;
- (g) if he is requested to resign by written notice signed by a majority of his co-Directors (being not less than two in number);
- (h) if the Company by Ordinary Resolution shall declare that he shall cease to be a Director;
- ~~(i) if he becomes resident in the United Kingdom for UK tax purposes and, as a result thereof, a majority of the Directors would, if he were to remain a Director, be resident in the United Kingdom for tax purposes;~~
- ~~(i)~~ (i) if he becomes ineligible to be a Director in accordance with the Law.

- (2) A Director shall not be required to retire upon reaching a certain age.
- (3) At each annual general meeting of the Company, any Director: (i) who has been appointed by the Board since the last annual general meeting; (ii) who held office at the time of the two preceding annual general meetings and who did not retire at either of them, or (iii) who has held office with the Company, other than employment or executive office, for a continuous period of nine years or more at the date of the meeting, shall retire from office and may offer himself for election or re-election by the members.
- (4) A Director who retires at an annual general meeting may, if willing to continue to act, be elected or re-elected at that meeting by Ordinary Resolution. If he is elected or re-elected he is treated as continuing in office throughout. If he is not elected or re-elected, he shall remain in office until the end of the meeting or (if earlier) when a resolution is passed to appoint someone in his place or when a resolution to elect or re-elect the Director is put to the meeting and lost.

## 24. ALTERNATE DIRECTORS

- (1) Any Director may, by notice in writing, appoint any other person (other than a person prohibited by law from or disqualified by law or by these Articles for being a director), who is willing to act as his alternate and may remove his alternate from that office.
- (2) Each alternate director shall be either: (i) resident for tax purposes in the same jurisdiction as his appointor; or (ii) resident outside the United Kingdom for UK tax purposes, in each case for the duration of the appointment of that alternate director and in either case shall

also be eligible to be a director under the Law and signs a written consent to act.

- (3) Every appointment or removal of an alternate director shall be by notice in writing signed by the appointor and served upon the Company.
- (4) An alternate director shall (except as regards power to appoint an alternate and remuneration) be subject in all respects to the terms conditions and provisions existing with reference to the Directors and each alternate director while so acting shall exercise and discharge all the functions powers and duties as a Director of his appointor in such appointor's absence. In particular, without prejudice to the generality of the foregoing, an alternate director shall be entitled to receive the same notice of meetings of Directors and of all meetings of committees appointed pursuant to Article 27(6) hereof of which his appointor is a member as his appointor is entitled to receive and to attend and vote at any such meetings at which the Director appointing him is not personally present.
- (5) An alternate director shall ipso facto cease to hold office as such if his appointor ceases for any reason to be a Director or if and when the term of his appointment expires or if any of the circumstances described in Article 23(2) hereof apply to him.

## **25. EXECUTIVE DIRECTORS**

- (1) The Directors may from time to time appoint one or more of their number to the office of managing director or to any other executive office of the Company provided that such Director is not resident in the United Kingdom. Any such appointment may be made upon such terms and for such periods as the Directors may determine. The appointment of any Director to an executive office shall terminate if he ceases to be a Director or if becomes resident in the United Kingdom but without prejudice to any claim to damages for breach of any contract of service between him and the Company.
- (2) The Directors may entrust to and confer upon any managing director or any director holding any other executive office any of the powers exercisable by the Directors, upon such terms and conditions and with such restrictions as they think fit, and may from time to time revoke withdraw alter or vary all or any of such powers.

## **26. POWERS OF DIRECTORS**

- (1) The business of the Company shall be managed by the Directors who may exercise all the powers of the Company as are not required to be exercised by the Company in general meeting who may pay all expenses incurred in establishing and registering the Company and who may exercise all such powers of the Company as are not by the Law the memorandum of the Company or these Articles or any directions given by special resolution required to be exercised by the Company in general meeting. No alteration of the memorandum of the Company or these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by these Articles. A meeting of the Directors at which a quorum is present may exercise all powers and discretions exercisable by the Directors.
- (2) The Directors may, by power of attorney or otherwise, appoint any person, other than a person resident in the United Kingdom, to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers. A power of attorney may be executed under the Seal or otherwise as the Directors may resolve.
- (3) 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.

## **27. PROCEEDINGS OF DIRECTORS**

- (1) The provisions of Articles 27(2) to 27(10) hereof shall apply to regulate the meetings and proceedings of the Directors.
- (2) The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit and may determine the quorum necessary for the transaction of business which in default of such determination shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. A Director who is also appointed an alternate director shall, if his appointor is not present, be counted as two Directors for the purpose of making a quorum of Directors when such quorum exceeds two so that, when the quorum is two, not fewer than two individuals shall be present. A meeting shall not be quorate, irrespective of number, if a majority of those present are resident in the United Kingdom.
- (3) No meeting of the Directors or a committee thereof shall be held in the United Kingdom and any decision reached or resolution passed by the Directors at any meeting which is held in the United Kingdom or outside the United Kingdom where a majority of those present are resident in the United Kingdom shall be invalid and of no effect. Any Director may participate in a meeting of the Directors or in a committee thereof by means of a conference telephone or similar communications equipment whereby all the Directors participating in the meeting can hear each other and the Directors participating in this manner shall be deemed to be present in person at such meeting for all the purposes of these Articles.
- (4) A Director may at any time (and the Secretary upon the request of a Director shall convene a meeting of the Directors. The Board of Directors may take action in a duly convened meeting in which a quorum is present or by written resolution signed by all Directors then holding office provided that a written resolution shall not be voted if the majority of the Directors sign the resolution in the United Kingdom. When action is to be taken at a meeting of the Board of Directors, the affirmative vote of a majority of the Directors then holding office is required for any action to be taken. In the event that an equal number of votes is cast, the chairman shall have the casting vote. A Director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- (5) The Directors may elect a chairman of their meetings and determine the period for which he is to hold office but if no such chairman is elected or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same the Directors present shall choose one of their number to be chairman of such meeting.
- (6) 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, but a majority of the members of the committee shall be Directors and a majority of the members of the committee shall not be resident in the United Kingdom. No resolution of such a committee shall be effective unless a majority of those present when it is passed are Directors and those Directors are not resident in the United Kingdom. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that



may be imposed upon it by the Directors. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations made by the Directors under this Article and shall be subject to the supervision of the Board.

- (7) All acts done by any meeting of the Directors or of a committee appointed by the Directors or by any person acting as a Director shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or committee or person acting as aforesaid or that they or any of them were disqualified or had vacated office be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or a member of a committee appointed by the Directors.
- (8) A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, or by all the members of a committee appointed pursuant to Article 27(6) hereof, shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) at a meeting of such a committee duly convened and held and may consist of several documents in the like form each signed by one or more Directors or (as the case may be) committee members provided that a written resolution shall not be voted if the majority of the Directors sign the resolution in the United Kingdom.
- (9) The Directors shall be entitled to receive fees for their services, such sums in aggregate not to exceed €500,000 in any financial year (or such sum as the Company in general meeting shall from time to time determine). The Directors may be paid all reasonable travel, hotel and other out of pocket expenses properly incurred by them in attending Board or committee meetings or general meetings, and all reasonable expenses properly incurred by them seeking independent professional advice on any matter that concerns them in the furtherance of their duties as a Director.
- (10) The Directors shall cause minutes or records to be made and kept in books or registers provided for the purpose:
  - (a) of all appointments of Directors and Secretaries in accordance with the provisions of the Law;
  - (b) of all resolutions and proceedings of all meetings of the Company class meetings of members and meetings of the Directors and of committees appointed pursuant to Article 27(6) hereof; and
  - (c) of the names of the persons present at each meeting referred to in Article 27(10)(b) hereof.

## **28. DIRECTORS CONFLICTS OF INTEREST**

- (1) Subject to and in accordance with the 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).
- (2) Subject to the provisions of the 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, a shareholder of 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 in relation to any resolution in respect of which he has declared an interest, may vote in respect of any such resolution and, if he does so vote, his vote shall be counted.

## **29. SEAL**

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

## **30. SECRETARY**

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

## **31. DIVIDENDS AND RESERVE**

- (1) The Directors may from time to time declare and pay to holders of Shares such dividends as appear to the Directors to be justified. Directors may pay dividends to holders of 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 dividend shall be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them to be justified. Provided the Directors act in good faith, they shall not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any Shares having deferred or non-preferred rights.
- (2) Notwithstanding any other provision of the Articles, the holders of any class of C Shares

will be entitled to receive such dividends as the Directors may resolve to pay to such holders out of the assets attributable to such class of C Shares (as determined by the Directors).

- (3) No dividend or other distribution shall be made or paid by the Company on any of its Shares between the Calculation Time and the Conversion Time (both dates inclusive) and no dividend shall be declared with a record date falling between the Calculation Time and the Conversion Time (both dates inclusive).
- (4) The new Correspondent Shares arising upon Conversion shall rank pari passu with all other Correspondent Shares of the same class for dividends and other distributions declared, made or paid by reference to a record date falling after the relevant Calculation Time, save to the extent of any dividend limitation which may be specified by the Directors in the Specified Conversion Criteria.
- (5) No dividend shall be paid otherwise than in accordance with the provisions of Article 115 of the Law.
- (6) Subject to any rights or privileges for the time being attached to any Shares in the capital of the Company having preferential, deferred or other special rights in regard to dividends any distribution made by the Company by way of dividend shall be applied in payment of dividends upon the Shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls.
- (7) All dividends shall be apportioned and paid pro rata according to the respective number of Shares or C Shares, as the case may be, held by holders of Shares or C Shares of the relevant class.
- (8) The Directors may before paying any dividend set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall at their discretion be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.
- (9) All unclaimed dividends and distributions may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the Company will not be constituted a trustee in respect thereof. No dividend will bear interest against the Company. All dividends and distributions unclaimed on the earlier of: (i) a period of seven years after the date when it first became due for payment; and (ii) the date on which the Company is wound up, shall be forfeited and shall revert to the Company without the necessity for any declaration or other action on the part of the Company.
- (10) The Directors may deduct from any dividend payable to any Shareholder all such sums of money (if any) as may be due and payable by him to the Company on account of calls or otherwise.
- (11) If several persons are registered as joint holders of any Share any one of them may give effectual receipts for any dividend payable on the Share.
- (12) Notice of any dividend that may have been declared shall be given in manner hereinafter mentioned to the person entitled to Share therein.
- (13) No dividend shall bear interest against the Company.

- (14) Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled or in the case of joint holders to that one whose name stands first on the Register in respect of their joint holding and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent and the Company shall not be responsible for any loss in transmission and payment by cheque or warrant as provided herein shall be a good discharge to the Company.

### **32. CAPITALISATION OF RESERVES ETC.**

- (1) Subject to any necessary sanction or authority being obtained the Company in general meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of a fixed dividend with or without further participation in profits and (a) for the time being standing to the credit of any reserve fund of the Company or (b) being undivided profits in the hands of the Company be capitalised and that such sum be appropriated as capital to and amongst the Shareholders in the Shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend and in such manner as the resolution may direct and the Directors shall in accordance with such resolution apply such sum in paying up in full or in part (where permitted by the Law) any unissued Shares or debentures of the Company on behalf of such Shareholders and appropriate such Shares or debentures to and distribute the same credited as fully paid up or partly paid up (where permitted by the Law) amongst them in the proportions aforesaid in satisfaction of their Shares and interests in the said capitalised sum or shall apply such sum or any part thereof on behalf of such Shareholders in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued Shares or debentures held by them. Where any difficulty arises in respect of any such distribution the Directors may settle the same as they think expedient and in particular they may fix the value for distribution of any fully paid up Shares or debentures make cash payments to any Shareholders on the footing of the value so fixed in order to adjust rights and vest any such Shares or debentures in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors.

### **33. SCRIP DIVIDEND**

- (1) The Board may, in its absolute discretion, offer any holders of Shares or C Shares the right to elect to receive further shares (whether or not of that class), credited as fully paid, instead of cash in respect of all or part of any dividend (a "**scrip dividend**") in accordance with the following provisions of this Article 33.
- (2) The basis of allotment shall be decided by the Board so that, as nearly as may be considered convenient, the value of the further shares, including any fractional entitlement, is equal to the amount of the cash dividend which would otherwise have been paid.
- (3) For the purposes of article 33(2) the value of the further shares shall be calculated by reference to the higher of: (i) (if applicable) the prevailing average mid-market quotation of the shares of that class on the daily Official List of the London Stock Exchange over five trading days following and including the relevant ex-dividend date; or (ii) the Net Asset Value per Share of that class, at the date selected by the Directors for such purposes.
- (4) The Board shall give notice to the shareholders of their rights of election in respect of the scrip dividend and shall specify the procedure to be followed in order to make an election.
- (5) The dividend or that part of it in respect of which an election for the scrip dividend is made shall not be paid and instead further shares of the relevant class shall be allotted in accordance with elections duly made and the Board shall capitalise a sum to the aggregate Net Asset Value of the shares to be allotted out of such sums available for the purpose as

the Directors may consider appropriate.

- (6) The further shares so allotted shall rank *pari passu* in all respects with the fully paid shares of the same class then in issue except as regards participation in the relevant dividend.
- (7) The Board may decide that the right to elect for any scrip dividend shall not be made available to shareholders resident in any territory, where in the opinion of the Board, compliance with local laws or regulations would be impossible or unduly onerous.
- (8) The Board may do all acts and things considered necessary or expedient to give effect to the provisions of a scrip dividend election and the issue of any shares in accordance with the provisions of this Article, and may make such provisions as they think fit in the case of shares becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of fractional entitlements accrues to the Company rather than to the members concerned).
- (9) The Board may from time to time establish or vary a procedure for election mandates, under which a holder of shares may, in respect of any future dividends for which a right of election pursuant to this Article 33 is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.
- (10) The Board shall not make a scrip dividend available unless the Company has sufficient unissued shares to give effect to elections which could be made to receive that scrip dividend and the Board is of the view that the financial position of the Company justifies the same.

#### **34. ACCOUNTS AND AUDITORS**

- (1) The Directors shall cause accounting records to be kept which are sufficient to show and explain the Company's transactions and are such as to disclose with reasonable accuracy at any time the financial position of the Company at that time and enable the Directors to ensure that any accounts prepared by the Company comply with the requirements of the Law.
- (2) The accounting records shall be kept at the office or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors, the Secretary and any liquidator of the Company provided that if such records are kept outside the Island of Jersey returns with respect to the business dealt with in such records shall be sent to and kept in the Island of Jersey where they must at all times be open to the inspection of the Directors the Secretary and any liquidator of the Company and must be such as to disclose with reasonable accuracy the financial position of the business in question at intervals of not more than six months and enable the Directors to ensure that any accounts prepared by the Company comply with the requirements of the Law. Subject to the provisions of the Law such accounting records shall be preserved for a period of at least ten years from the date on which they are made.
- (3) The accounts, the Directors' report and the auditor's report of the Company shall be prepared in accordance with IFRS or any other accounting standard permissible under the Listing Rules and approved by Ordinary Resolution.
- (4) The Directors shall determine and may vary the accounting reference date for the Company by resolution of the Directors and shall cause to be prepared accounts for the Company for periods of not more than eighteen months (a) beginning on the date of incorporation of the Company or (b) if the Company has previously prepared a profit and loss account beginning at the end of the period covered by the most recent accounts. Such accounts shall be prepared in accordance with generally accepted accounting principles

and show a true and fair view of the profit or loss of the Company for the period and of the state of the Company's affairs at the end of the period and comply with any other requirements of the Law.

- (5) The Company's accounts shall be approved by the Directors and signed on their behalf by at least one Director.
- (6) Within seven months after the end of the financial period the accounts of the Company for that period shall be prepared examined and reported on by auditors and laid before a general meeting with a copy of the auditors' report.
- (7) Within seven months after the end of each financial period, the Directors shall deliver to the registrar a copy of the accounts for that period signed by one of the Directors on behalf of them all and a copy of the auditors' report thereon together with certified correct translations where such documents are not produced in the English language.
- (8) Auditors shall be appointed for the Company under the provisions of the Law to examine and report in accordance with the Law on the accounts of the Company. The provisions of the Law shall govern inter alia the powers and duties of the auditors the auditors' report on the accounts of the Company and the re-appointment removal and replacement of the auditors.

### **35. UNTRACED SHAREHOLDERS**

- (1) Subject to the Law, the Company shall be entitled to sell at the best price reasonably obtainable the shares of a member or the shares to which a person is entitled by virtue of transmission on death or bankruptcy if and provided that:
  - (a) during the period of 12 years prior to the date of the publication of the advertisements referred to in Article 35(1)(b) below (or, if published on different dates, the earlier thereof) at least three dividends in respect of the shares in question have become payable and all warrants and cheques in respect of the shares in question sent in the manner authorised by these Articles have remained uncashed; and
  - (b) the Company on expiry of the said period of 12 years shall have inserted advertisements in one national newspaper in the United Kingdom and in a newspaper circulating in the area of the registered address of such member or other person who may be affected in accordance with these Articles, as appearing in the Register, giving notice of its intention to sell the said shares; and
  - (c) during the said period of 12 years and the period of three months following the publication of the said advertisements the Company shall not have received indication, either of the whereabouts or of the existence of such member or person; and
  - (d) notice has been given in accordance with the Listing Rules and to any other relevant listing authority or investment exchange of its intention to make such sale.
- (2) To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of the said shares and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall

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

### **36. BORROWING POWERS**

- (1) 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 or 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.

### **37. NOTICES**

- (1) Any notice to be given to or by any person pursuant to these Articles shall be in writing or be given using Electronic Communications to an address for the time being notified for that purpose to the person giving the notice save that a notice calling a meeting of the Directors need not be in writing or by Electronic Communication.
- (2) A notice may be given by the Company to any member personally or by sending it by post in a pre-paid envelope addressed to the relevant holder at his registered address. A notice sent by post will be deemed to have been served 24 hours after the time when the notice was posted. Any document or notice that may be sent by the Company by Electronic Communication will be deemed to be received 24 hours after the time at which it was sent. In the case of service of any notice by facsimile such notice shall be deemed to have been served immediately on transmission of such notice. In proving service of any notice by post it shall be sufficient to prove that the notice was properly addressed stamped and posted. Proof that a notice contained in an Electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice or document was served. In the case of service of any notice by facsimile it shall be sufficient to prove receipt by the sender of a confirmed facsimile transmission report.
- (3) A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received due notice of the meeting and, where requisite, of the purposes for which it was called.
- (4) Notice for any general meeting must be sent not less than 14 days before the meeting provided that, with the written consent of members entitled to receive notice of such meetings, a meeting may be convened by shorter notice or no notice at all and in any manner they think fit.
- (5) The notice must specify the time and place of the general meeting and, in the case of any special business, the general nature of the business to be transacted. The accidental omission to give notice of any meeting or the non-receipt of such notice by any member will not invalidate any resolution, or any proposed resolution otherwise duly approved, passed or proceeding at any meeting.
- (6) A notice given by advertisement shall be published in at least one UK national newspaper and at least one daily newspaper circulated in Jersey and shall be deemed to have been served before noon the day on which the advertisement appears.
- (7) A notice may be given by the Company to the joint holders of a Share or C Share by giving

notice to the joint holder named first in the Register in respect of the Share or C Share.

- (8) A notice may be given to the guardian of a minor member or to the curator appointed by the Royal Court or other person appointed by a court of competent jurisdiction to administer to the affairs of any member of unsound mind or to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to such persons by name or by the title of guardian or curator appointed by the Royal Court or other person appointed by a court of competent jurisdiction to administer to the affairs of such member of unsound mind or representatives of the deceased or trustee of the bankrupt or by any like description at the address supplied for the purpose by such persons. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the member in question had not been a minor or of unsound mind, or if the death or bankruptcy of the member in question had not occurred.

### 38. CLASS CLOSURE RESOLUTION

- (1) If:
- (a) in any rolling 12 month period (a "**Discount Calculation Period**"), the average daily closing market price (as derived from the market data published by Bloomberg L.P. or any successor market data service thereto) of any class of Shares (the "**Affected Class**") during such Discount Calculation Period is 10 per cent. or more below the average Net Asset Value per Share (calculated inclusive of current year income) of the Affected Class taken over the 12 monthly calculation dates in that Discount Calculation Period (and calculated on the basis of the latest published Net Asset Value per Share of the Affected Class as at each Net Asset Value Calculation Date during that period); or
  - (b) an Affected Class is delisted for any reason,

the Directors shall convene an extraordinary general meeting of the Affected Class (a "**Class Closure Meeting**"). At the Class Closure Meeting, the Directors shall put forward proposals for the reconstruction or reorganisation of the Affected Class, which may include proposals for the closure of the Affected Class or compulsory conversion (whether in accordance with Article 8 or otherwise) of the Shares of the Affected Class into Shares of another class.

### 39. CONTINUATION RESOLUTION

- (1) The Directors shall convene an extraordinary general meeting at which shall be proposed an Ordinary Resolution that the Company continues its business as a closed-ended investment company (the "**Continuation Resolution**") if any of the following occur:
- (a) the Net Asset Value of the Company falls below €75 million;
  - (b) the Directors are required to convene a Class Closure Meeting for each of the classes of Shares in issue.
- (2) If a Continuation Resolution is not passed the Directors shall, within six months of the date of the extraordinary general meeting at which it was proposed, put forward proposals for the reconstruction or reorganisation of the Company to the Shareholders for their approval.

### 40. WINDING UP



- (1) On a winding-up the surplus assets remaining after payment of all creditors and after payment to the holders of Management Shares of the amount paid up on their Management Shares will be divided among the classes of Shares and C Shares then in issue (if more than one) on the basis that the Share Surplus shall be divided amongst Shareholders of the relevant classes and the C Share Surplus shall be divided amongst the holders of the relevant classes of C Shares in reflection of the pools of assets attributable to such Shares and C Shares in the books and records of the Company at the relevant winding up date as calculated by the Board of Directors or the liquidator in their discretion. Within each such class, such assets will be divided *pari passu* among the Shareholders and holders of C Shares of that class in proportion to the number of Shares or C Shares (as may be) of that class held at the commencement of the winding-up, subject in any such case to the rights of any Shares or C Shares (as the case may be) which may be issued with special rights or privileges.
- (2) On a winding-up the liquidator may, with the sanction of an Extraordinary Resolution, divide amongst the Shareholders or holders of C Shares, or different classes of Shareholders or holders of C Shares, in specie the whole or any part of the assets of the Company and may set such value as they deem fair upon any one or more class or classes of property and may determine the method of division of such assets between Shareholders or holders of C Shares, or different classes of Shareholders or holders of C Shares. The liquidator may, with like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders or holders of C Shares as they deem fit but no Shareholder or holder of C Shares will be compelled to accept any assets in respect of which there is any outstanding liability.
- (3) 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 or part compensation for the transfer or sale of assets, shares, policies or other like interests for distribution among the Shareholders or holders of C Shares or may enter into any other arrangements whereby the Shareholders, or holders of C Shares (as applicable), may, in lieu of receiving cash, shares, policies, or other like interests in the transferee, participate in the profits of or receive any other benefit from the transferee.

#### **41. INDEMNITY**

- (1) To the fullest extent permitted by the Law and to the fullest extent that would be permitted by the Companies Act were that statute to apply to the Company, every Director or other officer, Secretary, agent, servant and employee of the Company save for any person employed by the Company as auditor shall be indemnified by the Company against and it shall be the duty of the Directors out of the funds of the Company to pay the costs, charges, losses, liabilities, damages and expenses which any such person may incur in the course of the discharge by him of his duties as Director or other officer, Secretary, agent, servant or employee of the Company as the case may be.
- (2) To the fullest extent permitted by the Law, and to the fullest extent that would be permitted by the Companies Act were that statute to apply to the Company, every present or former Director or other officer of the Company (excluding any person employed as an auditor) shall be indemnified out of the assets of the Company against any loss or liability incurred by him by reason of being or having been such a Director or other officer. This lien on the asset of the Company shall have priority as between the Shareholders and holders of C Shares over all other claims.
- (3) To the fullest extent permitted by the Law, and to the fullest extent that would be permitted by the Companies Act were that statute to apply to the Company, the Directors are empowered to arrange for the purchase and maintenance in the name and at the

expense of the Company of insurance cover for the benefit of any Director or other officer or former Director or other officer of the Company, the Secretary and any agent, servant, or employee of the Company against any liability which is incurred by any such person by reason of the fact that he is or was a Director or other officer of the Company, the Secretary or an agent, servant, or employee of the Company.

**42. RECORD DATE**

- (1) Subject to Article 3(1), but notwithstanding any other provision of these Articles, the Board may from time to time determine a particular date (the "record date") which shall be the date at the close of business on which persons registered as the holders of Shares, C Shares or other securities shall be entitled to receipt of any dividend, distribution, redemption, interest, allotment, issue, notice, information, document or circular, or shall be eligible as members for any other purpose. Any record date may be on, prior to or following the date on which any resolution authorizing the applicable dividend, distribution, redemption, allotment or issue is passed, or the date on which any information, notice, document or circular is published.
- (2) If no record date is fixed, the record date shall be the date on which the resolution of the Directors approving the relevant dividend, distribution, redemption, allotment or issue is passed, or the date on which the relevant notice, information, document or circular is posted, as the case may be.