

THE COMPANIES (GUERNSEY) LAW, 2008, AS AMENDED

NON-CELLULAR COMPANY LIMITED BY SHARES

MEMORANDUM

of

**REAL ESTATE CREDIT INVESTMENTS LIMITED**

Registered this 6<sup>th</sup> day of September 2005  
(New Memorandum effective on 25 October 2016)

**CAREY OLSEN**

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THE COMPANIES (GUERNSEY) LAW, 2008 (AS AMENDED) (the "**Law**")

NON-CELLULAR COMPANY LIMITED BY SHARES

MEMORANDUM OF INCORPORATION

of

**REAL ESTATE CREDIT INVESTMENTS LIMITED**  
**(the "Company")**

1. Words and expressions contained in this memorandum of incorporation have the same meanings as in the Law.
2. The Company's name is "**REAL ESTATE CREDIT INVESTMENTS LIMITED**".
3. The Company's registered office will be situated in Guernsey.
4. The Company is a non-cellular company within the meaning of section 2(1)(c) of the Companies (Guernsey) Law, 2008 (as amended) (the "**Law**").
5. The Company is limited by shares within the meaning of section 2(2)(a)(i) of the Law.
6. The liability of the Members is limited to the amount for the time being remaining unpaid on the shares held by each of them respectively.
7. The Company shall have power by special resolution to make provision in this Memorandum of Incorporation for any matter mentioned in section 15(7) of the Law.
8. The Company shall have power by special resolution to alter any provision in this Memorandum of Incorporation mentioned in section 15(7) of the Law.

THE COMPANIES (GUERNSEY) LAW, 2008, AS AMENDED

NON-CELLULAR COMPANY LIMITED BY SHARES

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

of

**REAL ESTATE CREDIT INVESTMENTS LIMITED**

Registered this 6<sup>th</sup> day of September 2005  
(New Memorandum and Articles effective on 25 October 2016)  
Articles amended and restated by a special resolution dated 16 September 2026

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## TABLE OF CONTENTS

|     |                                                          |    |
|-----|----------------------------------------------------------|----|
| 1.  | DEFINITIONS.....                                         | 1  |
| 2.  | INTERPRETATION .....                                     | 6  |
| 3.  | STANDARD ARTICLES NOT TO APPLY .....                     | 7  |
| 4.  | BUSINESS.....                                            | 7  |
| 5.  | SHARES.....                                              | 7  |
| 5A. | CLASS RIGHTS.....                                        | 9  |
| 6.  | PRE-EMPTION RIGHTS.....                                  | 12 |
| 7.  | COMPANY NOT OBLIGED TO RECOGNISE ANY TRUST.....          | 14 |
| 8.  | POWER TO REQUIRE DISCLOSURE OF BENEFICIAL INTEREST ..... | 15 |
| 9.  | CERTIFICATES AND REGISTER OF MEMBERS .....               | 18 |
| 10. | ERISA LIMITATIONS .....                                  | 18 |
| 11. | LIEN .....                                               | 19 |
| 12. | CALLS ON SHARES .....                                    | 19 |
| 13. | FORFEITURE AND SURRENDER OF SHARES.....                  | 20 |
| 14. | TRANSFER AND TRANSMISSION OF SHARES.....                 | 21 |
| 15. | ALTERATION OF CAPITAL .....                              | 24 |
| 16. | GENERAL MEETINGS .....                                   | 25 |
| 17. | NOTICE OF GENERAL MEETINGS.....                          | 26 |
| 18. | PROCEEDINGS AT GENERAL MEETINGS .....                    | 27 |
| 19. | VOTES OF MEMBERS.....                                    | 28 |
| 20A | NUMBER AND APPOINTMENT OF DIRECTORS .....                | 30 |
| 20. | QUALIFICATION AND REMUNERATION OF DIRECTORS.....         | 31 |
| 21. | ALTERNATE DIRECTORS .....                                | 32 |
| 22. | BORROWING POWERS OF THE BOARD.....                       | 33 |
| 23. | OTHER POWERS AND DUTIES OF THE BOARD .....               | 33 |
| 24. | NET ASSET VALUE.....                                     | 37 |
| 25. | INFORMATION MADE AVAILABLE TO MEMBERS .....              | 38 |
| 26. | VALUATION .....                                          | 38 |
| 27. | DISQUALIFICATION AND REMOVAL OF DIRECTORS .....          | 38 |
| 28. | PROCEEDINGS OF DIRECTORS.....                            | 39 |
| 29. | EXECUTIVE DIRECTOR .....                                 | 40 |
| 30. | SECRETARY .....                                          | 40 |
| 31. | THE SEAL .....                                           | 40 |
| 32. | AUTHENTICATION OF DOCUMENTS .....                        | 41 |
| 33. | DIVIDENDS .....                                          | 41 |
| 34. | ACCOUNTS .....                                           | 43 |
| 35. | AUDITORS .....                                           | 43 |
| 36. | UNTRACEABLE MEMBERS.....                                 | 44 |
| 37. | NOTICES .....                                            | 45 |
| 38. | WINDING UP .....                                         | 45 |
| 39. | INDEMNITY.....                                           | 48 |
| 40. | INSURANCE .....                                          | 48 |
| 41. | INSPECTION OF DOCUMENTS .....                            | 49 |
| 42. | COMMON SIGNATURE.....                                    | 49 |
| 43. | CONTINUATION RESOLUTION.....                             | 49 |

THE COMPANIES (GUERNSEY) LAW, 2008, AS AMENDED

NON-CELLULAR COMPANY LIMITED BY SHARES

ARTICLES OF INCORPORATION

of

**REAL ESTATE CREDIT INVESTMENTS LIMITED**

1. **DEFINITIONS**

In these Articles the following words shall bear the following meanings if not inconsistent with the subject or context:-

| <b>Words</b>                 | <b>Meanings</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Admission</b>             | Admission of the relevant shares to listing on the Official List and to trading on the London Stock Exchange's main market for listed securities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Articles</b>              | These Articles of Incorporation as now framed and at any time altered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>at any time</b>           | At any time or times and includes for the time being and from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Auditor</b>               | The auditor for the time being of the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Authorised Operator</b>   | EUI or such other person as may for the time being be authorised under the Regulations to operate an Uncertificated System.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Benefit Plan Investor</b> | The term "Benefit Plan Investor" shall mean (i) an employee benefit plan (as defined by Section 3(3) of ERISA), whether or not it is subject to Title I of ERISA; (ii) a plan as described in Section 4975 of the U.S. Code, whether or not it is subject to Section 4975 of the U.S. Code; (iii) an entity whose underlying assets include the assets of any plan described in clause (i) or (ii) by reason of the plan's investment in such entity (including but not limited to an insurance company general account); or (iv) an entity that otherwise constitutes a "benefit plan investor" within the meaning of the Plan Asset |

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | Regulation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Board</b>                      | The Directors at any time or the Directors present at a duly convened meeting at which a quorum is present or, as the case may be, the Directors assembled as a committee of such Board.                                                                                                                                                                                                                                                                                                    |
| <b>Business Day</b>               | A weekday (other than a Saturday or Sunday) on which the majority of banks in New York and Guernsey are open for normal banking business.                                                                                                                                                                                                                                                                                                                                                   |
| <b>Certificated</b>               | A unit of a security which is not an Uncertificated unit and is normally held in certificated form.                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Companies Law</b>              | The Companies (Guernsey) Law, 2008 (as amended).                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Constructive Ownership</b>     | The term "Constructive Ownership" shall mean ownership of the Share Capital by a Person, whether the interest in the Share Capital is held directly or indirectly (including by a nominee), and shall include interests that would be treated as owned through the application of Section 318(a) of the U.S. Code, as modified by Section 856(d)(5) of the U.S. Code. The terms "Constructive Owner," "Constructively Owns" and "Constructively Owned" shall have the correlative meanings. |
| <b>Controlling Person</b>         | Any person (other than a Benefit Plan Investor) 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.                                                                                                                                                                                                                     |
| <b>Dematerialised Instruction</b> | An instruction sent or received by means of an Uncertificated System.                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Director</b>                   | A Director of the Company for the time being.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>dividend</b>                   | Includes bonus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Electronic Means</b>           | Shall have the meaning ascribed to it by the Companies Law.                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>ERISA</b>                      | The United States of America Employee Retirement Income Security Act of 1974, as amended.                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>ERISA Plan Investor</b>        | The term "ERISA Plan Investor" shall mean a Benefit Plan Investor that is subject to Title 1 of ERISA or section 4975 of the U.S. Code.                                                                                                                                                                                                                                                                                                                                                     |

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EUI</b>                              | Euroclear UK and Ireland Limited.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Executor</b>                         | Includes administrator.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Extraordinary Resolution</b>         | A resolution of the Members in general meeting passed by a majority of not less than three quarters of the votes recorded, including, where there is a poll, any votes cast by proxy.                                                                                                                                                                                                                                                                                                                                                |
| <b>Fair Market Value</b>                | The term "Fair Market Value" shall mean the fair market value as determined in good faith at the sole discretion of the Board of Directors of the Company.                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Final Capital Entitlement</b>        | the Repayment Amount for all Preference Shares on liquidation of the Company.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>The Financial Services Authority</b> | The Financial Services Authority acting in its capacity as the competent listing authority for the purposes of Part VI of the Financial Services and Markets Act 2000, as amended.                                                                                                                                                                                                                                                                                                                                                   |
| <b>Fixed Cover Ratio</b>                | 2.39                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Group</b>                            | Any holding company of the Company and any subsidiary of such holding company and any subsidiary of the Company.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Laws</b>                             | The Companies Law and every other Order in Council, Act or Ordinance for the time being in force concerning companies registered in Guernsey and affecting the Company.                                                                                                                                                                                                                                                                                                                                                              |
| <b>Liquidator</b>                       | Any liquidator of the Company appointed at any time under the Laws.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>London Stock Exchange</b>            | London Stock Exchange plc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Member</b>                           | <p>In relation to shares means the person whose name is entered in the Register as the holder of the shares and includes any person entitled on the death, disability or insolvency of a Member.</p> <p>In relation to shares in the capital of the Company held in an Uncertificated System, means:</p> <ol style="list-style-type: none"> <li>a) a person who is permitted by an Authorised Operator to transfer, by means of that Uncertificated System, title to Uncertificated shares of the Company held by him; or</li> </ol> |

- b) two or more persons who are jointly permitted to do so.

**Memorandum**

The Memorandum of Incorporation of the Company for the time being current.

**month**

Calendar month.

**Non-Qualified Holder**

Any person, as determined by the Directors, to whom a sale or transfer of shares, or in relation to whom the holding of shares (whether directly or indirectly affecting such person, and whether taken alone or in conjunction with other persons, connected or not, or any other circumstances appearing to the Directors to be relevant): (a) would or could be in breach of the laws or requirements of any jurisdiction or governmental authority; (b) might result in the Company incurring a liability to taxation; or (c) would or could (i) cause the Company's assets to be deemed "plan assets" for the purpose of ERISA or the US Code; (ii) cause the Company to be required to register as an "investment company" under the US Investment Company Act (including because the holder of the shares is not a "qualified purchaser" as defined in Section 2(a)(51) of the US Investment Company Act and the related rules and regulations thereunder) or to lose an exemption or status thereunder to which it might otherwise be entitled; (iii) cause the Company to have to register under the US Exchange Act of 1934, as amended (the "US Exchange Act"), or any similar legislation; (iv) cause the Company not to be considered a "foreign private issuer" as such term is defined in Rule 3b-4(c) under the US Exchange Act; (v) 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; or (vi) cause the Company to be a "controlled foreign corporation" for the purposes of the US Code.

**Office**

The registered office at any time of the Company.

**Ordinary Resolution**

A resolution of the Company passed as an ordinary resolution in accordance with the Companies Law.

**Ordinary Shares**

The ordinary shares of no par value each in the capital of the Company.

|                                    |                                                                                                                                                                                                                                                     |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Participating Security</b>      | A security (including a share) the title to units of which is permitted by an Authorised Operator to be transferred by means of an Uncertificated System.                                                                                           |
| <b>Payment Date</b>                | The term Payment Date has the meaning assigned to it in Article 5A.1.3.                                                                                                                                                                             |
| <b>Plan Asset Regulation</b>       | The plan asset regulation promulgated by the United States Department of Labor under ERISA at 29 C.F.R. 2510.3-101.                                                                                                                                 |
| <b>Preference Dividend</b>         | The term Preference Dividend has the meaning assigned to it in Article 5A.1.1.                                                                                                                                                                      |
| <b>Preference Exchange Rate</b>    | the Sterling:Euro exchange rate which is fixed at the 31 March 2011 rate of 1.12956                                                                                                                                                                 |
| <b>Preference Shares</b>           | The 8 per cent. cumulative redeemable preference shares of no par value each in the capital of the Company.                                                                                                                                         |
| <b>proxy</b>                       | Includes attorney.                                                                                                                                                                                                                                  |
| <b>Register</b>                    | The register of Members kept pursuant to the Laws which shall, unless the context otherwise requires, include the register required to be kept by the Company under the Regulations and the Rules in respect of shares held in Uncertificated form. |
| <b>Regulations</b>                 | The Uncertificated Securities (Guernsey) Regulations 2009 (as amended from time to time).                                                                                                                                                           |
| <b>Relevant Electronic Address</b> | Shall have the meaning ascribed to it by the Companies Law.                                                                                                                                                                                         |
| <b>Repayment Amount</b>            | The term Repayment Amount has the meaning assigned to it in Article 5A.2.1.                                                                                                                                                                         |
| <b>Rules</b>                       | The rules, including any manuals, issued from time to time by an Authorised Operator governing the admission of securities to and the operation of the Uncertificated System managed by such Authorised Operator.                                   |
| <b>Secretary</b>                   | Includes a temporary or assistant secretary and any person appointed by the Board to perform any of the duties of secretary of the Company.                                                                                                         |
| <b>Shares</b>                      | The shares in the capital of the Company (of whatever class) from time to time;                                                                                                                                                                     |

|                                    |                                                                                                                                                                                                                                                                                                                    |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Special Resolution</b>          | A resolution of the Company passed as a special resolution in accordance with the Companies Law.                                                                                                                                                                                                                   |
| <b>Trustee</b>                     | The term "Trustee" shall mean the Person unaffiliated with the Company that is appointed by the Company to serve as trustee of a trust.                                                                                                                                                                            |
| <b>25% Threshold</b>               | The term "25% Threshold" shall mean ownership by Benefit Plan Investors, in the aggregate, of 25 per cent or more of the value of any class of capital or equity interest in the Company (calculated by excluding the value of any capital or other equity interest held by any Controlling Person).               |
| <b>Uncertificated</b>              | A unit of a Guernsey security, title to which is recorded on the relevant Register or on the Company's register of non-share securities as being held in uncertificated form, and title to which may be transferred by means of an Uncertificated System in accordance with the Regulations and the Rules, if any. |
| <b>Uncertificated System</b>       | Any computer-based systems and its related facilities and procedures that are provided by an Authorised Operator and by means of which title to units of a security (including shares) can be evidenced and transferred in accordance with the Regulations without a written certificate or instrument.            |
| <b>United Kingdom</b>              | The United Kingdom of Great Britain and Northern Ireland.                                                                                                                                                                                                                                                          |
| <b>U.S. Code</b>                   | The United States Internal Revenue Code of 1986, as amended.                                                                                                                                                                                                                                                       |
| <b>U.S. Investment Company Act</b> | The United States Investment Company Act of 1940, as amended.                                                                                                                                                                                                                                                      |

## 2. INTERPRETATION

- 2.1 The singular includes the plural and *vice versa*.
- 2.2 The masculine includes the feminine.
- 2.3 Words importing persons include corporations.
- 2.4 Expressions referring to writing include any mode of representing or reproducing words (but only to the extent that (a) the Directors so resolve, either generally or in relation to particular categories

of document, and (b) (the recipient (if not the Company) has requested or agreed) including electronic communication.

- 2.5 References to enactments shall include references to any modifications or re-enactments thereof for the time being in force.
- 2.6 The word "**may**" shall be construed as permissive and the word "**shall**" shall be construed as imperative.
- 2.7 Subject to the above, any words defined in the Laws shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.
- 2.8 The headings are inserted for convenience only and shall not affect the interpretation of these Articles.
- 2.9 The expression "**officer**" shall include a Director, manager and the Secretary, but shall not include an auditor.
- 2.10 Any words or expressions defined in the Regulations shall (if not inconsistent with the subject or context) bear the same meanings in these Articles.

### 3. **STANDARD ARTICLES NOT TO APPLY**

The standard articles prescribe by the States of Guernsey Commerce and Employment Department pursuant to section 16(2) of the Companies Law shall not apply to the Company.

### 4. **BUSINESS**

Any branch or kind of business which by the Memorandum or by these Articles is either expressly or impliedly authorised to be undertaken may be undertaken or suspended at any time by the Board whether commenced or not.

### 5. **SHARES**

- 5.1 Subject to these Articles, the Company has power to issue an unlimited number of shares of no par value each.
- 5.2 Subject to the terms and rights attaching to shares already in issue and these Articles, any new shares shall be of such class and amount and have such preference or priority as regards dividends or in the distribution of assets or as to voting or otherwise over any other shares of any class whether then issued or not or be subject to such stipulations deferring them to any other shares with regard to dividends or in the distribution of the assets as the Board may determine.
- 5.3 Where subscription monies are not an exact multiple of the subscription price a fraction of a share shall be allotted to the subscriber who shall be registered as the holder of such fraction **PROVIDED THAT** any holding of shares is a multiple of 1/1,000 part of a share.

- 5.4 Any shares may, with the sanction either of the Board or an ordinary resolution, be issued on terms that they are or at the option of the Company or the holder are liable to be redeemed on such terms and in such manner as the Company before the issue may by ordinary resolution determine and subject to and in default of such determination as the Board may determine.
- 5.5 The Company may from time to time, subject to the provisions of the Laws, purchase its own shares (including any redeemable shares) in any manner authorised by the Laws and may either cancel them or hold any such shares as treasury shares provided that the number of shares held as treasury shares shall not at any time exceed any limits set out in the Laws.
- 5.6 If at any time the shares of the Company are divided into different classes, all or any of the rights for the time being attached to any share or class of shares (and notwithstanding that the Company may or may be about to be in liquidation) may be varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, either with the consent in writing of the holders of not less than three-quarters of the capital committed or agreed to be committed in respect of the issued shares of the class or with the sanction of an Extraordinary Resolution passed at a separate general meeting of the holders of shares of the class duly convened and held as provided in these Articles, but so that the quorum at such meeting (other than an adjourned meeting) shall be two persons holding or representing by proxy at least one third of the capital committed or agreed to be committed in respect of the issued shares of the class in question.
- 5.7 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not (unless otherwise expressly provided by the terms of issue of the shares of that class) be deemed to be varied by (a) the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto or (b) the purchase or redemption by the Company of any of its own shares.
- 5.8 The special rights conferred upon the holders of any shares or class of shares issued with preferred, deferred or other special rights shall not be deemed to be varied by the exercise of any powers under Article 6.
- 5.9 Subject to the provisions of these Articles the unissued shares shall be at the disposal of the Board which may allot, grant options over (including, without limitation, by way of granting phantom stock, stock appreciation rights or other similar rights) or otherwise dispose of them to such persons on such terms and conditions and at such times as the Board determines but so that the amount payable on application on each share shall be fixed by the Board.
- 5.10 Where the Company has only a single class of shares the Directors may issue shares in accordance with section 293 of the Companies Law.
- 5.11 Subject to the provision of these Articles and to the rights attributable to such class of shares, where the Directors have resolved to issue different classes of shares, the unissued shares shall be

at the disposal of the Board which has the authority to allot, grant options over and attach to an unlimited number of such shares preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise and so that the amount payable on application on each share shall be fixed by the Directors and, in all cases, subject to the following:

5.11.1 the authority of the Directors to issue shares under this Article 5.11 shall expire on the fifth anniversary of the date of the adoption of these Articles unless the Members, by ordinary resolution, revoke that authority; and

5.11.2 at or before the expiry of the fifth anniversary of the adoption of these Articles, the Members may, by ordinary resolution, extend the power of the Board to issue shares under this Article 5.11 for further periods. Each period of extension shall be for no more than five years.

5.12 The Company may pay commission in money or shares to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any shares in the Company or procuring or agreeing to procure subscriptions whether absolute or conditional for any shares in the Company provided that the rate or amount of commission shall be fixed by the Board. The Company may also pay brokerages.

5.13 The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder:

5.13.1 recognise a renunciation thereof by the allottee in favour of some other person and accord to any allottee of a share a right to effect such renunciation; and/or

5.13.2 allow the rights represented thereby to be one or more participating securities,

in each case upon and subject to such terms and conditions as the Directors may think fit to impose.

## **5A. CLASS RIGHTS**

The following rights shall attach to the Ordinary Shares and the Preference Shares:

### **5A.1 Income**

5A.1.1 The holders of Preference Shares shall be entitled to be paid a fixed cumulative preferential dividend at the rate of eight pence per Preference Share per annum ("**Preference Dividend**").

5A.1.2 The Preference Dividend shall be payable in priority to any payment to the holders of any other shares of the Company.

- 5A.1.3 The Preference Dividend shall accrue from day to day and shall be payable quarterly in equal amounts on 31 March, 30 June, 30 September and 31 December in each year (each a "**Payment Date**") in respect of the calendar quarter ending on those days. Notwithstanding any other Payment Date which may arise before such date, the first dividend payment shall be made on 31 December 2010 in respect of the period commencing on and including the date of Admission of the Preference Shares and ending on and including that date. Payment of dividends thereafter shall be made as and when the next Payment Date arises.
- 5A.1.4 Each of the Preference Shareholders shall be entitled to a further sum on the amount of any Preference Dividend not paid within 14 days of the relevant Payment Date at the rate of 8 per cent. per annum calculated on a daily basis from (but excluding) the Payment Date to (but excluding) the date payment of such amount of the Preference Dividend is made, such further sum to be payable on the date of such payment (the "**Additional Amount**").
- 5A.1.5 If the Preference Dividend or any part thereof cannot be satisfied in full out of the Company's assets, the Company shall pay to Preference Shareholders the maximum sum (if any) which can then, consistently with the Laws, be paid out of the Company's Assets. Where the Company has been unable to pay any part of the Preference Dividend pursuant to the foregoing on every succeeding Payment Date the Company shall pay out of the Company's Assets to Preference Shareholders (i) first the balance of the Preference Dividend(s) for the time being remaining outstanding and any Additional Amount (so far as not already paid) (the "**Rolled Over Amount**") and (ii) second the Preference Dividend payable on that Payment Date pursuant to Article 5A.1.3, in each case up to an amount equal to the maximum sum (if any) which on such Payment Date can, consistently with the Laws, be paid by the Company out of its assets.
- 5A.1.6 All references to dividends or payments in this Article 5A.1 are exclusive of any associated tax credit.
- 5A.1.7 The Company shall at the request at any time of the holders of not less than five per cent. of the Preference Shares then in issue promptly procure:
- (a) a certificate or other determination by the Auditors as to the financial position of the Company and its ability to pay the Preference Dividend; and
  - (b) the preparation of interim accounts,
- provided that not more than one request for interim accounts or for a certificate of the Auditors may be made in each financial year.
- 5A.1.8 All dividends declared in respect of the Preference Shares shall be distributed among the Preference Shareholders in proportion to the amount paid up on the Preference Shares held by them.

5A.1.9 After payment of the Preference Dividend and any further sum payable to the Preference Shareholders, any additional sums shall be available for distribution to the Ordinary Shareholders in accordance with the provisions of these Articles.

5A.1.10 All dividends declared in respect of a class of Ordinary Shares shall be distributed among the relevant class of Ordinary Shareholders in proportion to the amount paid up on the Ordinary Shares held by them.

## 5A.2 Capital

5A.2.1 On a return of capital on liquidation or otherwise (other than by way of repurchase or redemption of shares in accordance with the Articles and the Companies Law) the assets available for distribution among the Members shall be applied first in repaying to the holders of Preference Shares the sum of £1.00 per Preference Share together with a sum equal to any arrears and accruals of the Preference Dividend and any further sum payable in respect of the Preference Dividend in each case calculated down to the date of the return of capital and to be payable whether or not such dividend or further sum has been declared or earned (the "**Repayment Amount**"). Secondly, the balance of such assets shall belong to and be distributed among the holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them.

## 5A.3 Redemption of Preference Shares

5A.3.1 The Preference Shares shall be issued as redeemable shares within the meaning of the Companies Law. The Preference Shares shall be redeemed by the Company in the following circumstances, in accordance with the terms of, and subject to the conditions set out in, applicable law and regulation including the Companies Law and the Revised Articles:

- (a) at any time, by way of the purchase of any such Preference Shares by the Company through the facilities of the London Stock Exchange; or
- (b) upon a change of control of the Company (defined as the acquisition by a single person or persons acting in concert of more than 50 per cent. of the voting rights attached to the Ordinary Shares), but only if a majority of Preference Shareholders attending and voting at a special class meeting of Preference Shareholders (which shall be convened within 60 days of the change of control of the Company) so resolve by way of an ordinary resolution, at a price equal to the Repayment Amount; or
- (c) if more than 75 per cent. of the Preference Shares have been redeemed before the expiration of the seven year period referred to under Article 5A.3.1 (d) below, by way of a mandatory redemption programme launched by the Company at its sole discretion, at a price equal to the higher of (i) the Repayment Amount, or (ii)

the average mid-market closing price over the 5 Business Days prior to the announcement of the launch of such programme; or

- (d) if not redeemed earlier pursuant to Articles 5A.3.1(a) to 5A.3.1(c) above, on a date that is seven years after their issue at the Repayment Amount.

5A.3.2 Redeemed Preference Shares shall be cancelled or held in treasury (subject to applicable law and regulations).

#### 5A.4 Voting

5A.4.1 Subject to Article 5A.4.2, notwithstanding the provisions of Article 19 the Preference Shares shall not entitle the holders thereof to vote upon any resolution at any general meeting of the Company but the Preference Shareholders shall be entitled to receive notice of and to attend and speak at any general meeting of the Company.

5A.4.2 If at any time:

- (a) the payment of the Preference Dividend on any of the Preference Shares or any part thereof is more than 12 months in arrears; or
- (b) the redemption of any of the Preference Shares is more than one month overdue;

then in relation to any general meeting held at any time whilst either of the events specified in 5A.4.2(a) or 5A.4.2(b) above remains applicable (or any adjournment thereof) the holders of Preference Shares shall be entitled to vote at as Members of any general meeting in accordance with the provisions of Article 19 as if the voting restrictions in Article 5A.4.1 were not applicable. Article 19 shall apply to the holders of Preference Shares as it does to the holders of Ordinary Shares so that the reference to a "Member" in Article 19 shall be read to include holders of Preference Shares.

5A.5 In the event of a disagreement as to the calculation of the Preference Dividend or any other amount payable by the Company to the Preference Shareholders, the disagreement may be referred by the Company or the holders of one third of the Preference Shares in issue to an accountant (acting as an expert and not as an arbitrator) nominated by agreement (or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales at the request of either the Company or the holders of such number of the Preference Shares) whose decision shall, save in the case of fraud or manifest error, be final and binding. When notifying the Company and the Preference Shareholders of his determination, the expert shall give written reasons therefor. The cost of any such determination shall be borne by the Company.

## 6. PRE-EMPTION RIGHTS

6.1 In this Article 6 "equity securities" means:

- 6.1.1 ordinary shares in the Company (ordinary shares, for the purposes of this Article 6 only, being shares other than shares that as respects dividends and capital carry a right to participate only up to a specified amount in a distribution); or
  - 6.1.2 rights to subscribe for, or to convert securities into, ordinary shares in the Company.
- 6.2 In this Article 6 references to the allotment of equity securities include:
  - 6.2.1 the grant of a right to subscribe for, or to convert any securities into, ordinary shares in the Company; and
  - 6.2.2 the sale of ordinary shares in the Company that immediately before the sale are held by the Company as treasury shares.
- 6.3 The Company shall not allot equity securities to a person on any terms unless:
  - 6.3.1 it has made an offer to each person who holds ordinary shares in the Company to allot to him, on the same or more favourable terms, a proportion of those securities that is as nearly as practicable equal to the proportion in number held by him of the ordinary share capital of the Company; and
  - 6.3.2 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.
- 6.4 Equity securities that the Company has offered to allot to a holder of ordinary shares may be allotted to him, or anyone in whose favour he has renounced his right to their allotment, without contravening Article 6.3 and if Article 6.3 applies in relation to the grant of such right, it will not apply in relation to the allotment of shares in pursuance of that right.
- 6.5 Shares held by the Company as treasury shares shall be disregarded for the purposes of this Article 6, so that the Company is not treated as a person who holds ordinary shares; and the treasury shares are not treated as forming part of the share capital of the Company.
- 6.6 Any offer required to be made by the Company pursuant to Article 6.3 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 14 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.
- 6.7 Article 6.3 shall not apply in relation to the allotment of 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.
- 6.8 The Company may by Extraordinary Resolution resolve that Article 6.3 shall be excluded or that such Article shall apply with such modifications as may be specified in the resolution:

6.8.1 generally in relation to the allotment by the Company of equity securities;

6.8.2 in relation to allotments of a particular description; or

6.8.3 in relation to a specified allotment of equity securities;

and any such resolution must:

6.8.4 state the maximum number of equity securities in respect of which Article 6.3 is excluded or modified; and

6.8.5 specify the date on which such exclusion or modifications will expire, which must be not more than five years from the date on which the resolution is passed.

6.9 Any resolution passed pursuant to Article 6.8 may:

6.9.1 be renewed or further renewed by Special Resolution of the Company for a further period not exceeding five years; and

6.9.2 be revoked or varied at any time by Special Resolution of the Company.

6.10 Notwithstanding that any such resolution referred to in Article 6.8 or 6.9 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.

6.11 In this Article 6, in relation to an offer to allot equity securities a reference (however expressed) to the holder of equity securities of any description is to whoever was the holder of equity securities 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.

## **7. COMPANY NOT OBLIGED TO RECOGNISE ANY TRUST**

Except as ordered by a court of competent jurisdiction or as required by law the Company shall not be affected or bound by or be compelled in any way to recognise (even when having notice) any equitable contingent future or partial interest in any share or fraction or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety in the registered holder and whether or not such share shall be entered in the Register as held in trust nor shall the Company be bound to see to the execution of any trust to which any share may be subject.

8. **POWER TO REQUIRE DISCLOSURE OF BENEFICIAL INTEREST**

- 8.1 The Directors shall have power by notice in writing to require any Member to disclose to the Company the identity of any person other than the Member (an "**interested party**") who has any interest in the shares held by the Member and the nature of such interest.
- 8.2 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.
- 8.3 The Company shall maintain a register of interested parties to which the provisions of sections 123 and 124 of the Companies Law shall apply *mutatis mutandis* as if the register of interested parties was the Register of Members and whenever in pursuance of a requirement imposed on a Member as aforesaid the Company is informed of an interested party the identity of the interested party and the nature of the interest shall be promptly inscribed therein together with the date of the request.
- 8.4 Directors may be required to exercise their powers under Article 8.1 above on the requisition of Members holding at the date of the deposit of the requisition not less than one-tenth of such of the paid-up capital of the Company.
- 8.5 A requisition under Article 8.4 must:-
- 8.5.1 state that the requisitionists are requiring the Company to exercise its powers under this Article;
  - 8.5.2 specify the manner in which they require those powers to be exercised;
  - 8.5.3 give reasonable grounds for requiring the Company to exercise those powers in the manner specified; and
  - 8.5.4 be signed by the requisitionists and deposited at the Office.
- 8.6 A requisition may consist of several documents in like form each signed by one or more requisitionists.
- 8.7 On the deposit of a requisition complying with this section it is the Directors' duty to exercise their powers under Article 8.1 in the manner specified in the requisition.
- 8.8 If any Member has been duly served with a notice given by the Directors in accordance with Article 8.1 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 Member.
- 8.9 A direction notice may direct that, in respect of:-

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

8.9.2 any other shares held by the Member;

the Member shall not be entitled to vote at a general meeting or meeting of the holders of any class of shares of the Company either personally or by proxy to exercise any other right conferred by membership in relation to meetings of the Company or of the holders of any class of shares of the Company.

8.10 Where the default shares represent at least 0.25% of the class of shares concerned, the direction notice may additionally direct that in respect of the default shares:-

8.10.1 any dividend or part thereof which would otherwise be payable on such shares shall be retained by the Company without any liability to pay interest thereon when such money is finally paid to the Member;

8.10.2 no transfer other than an approved transfer (as set out in Article 8.14.3) of the default shares held by such Member shall be registered unless:-

(a) the Member is not himself in default as regards supplying the information requested; and

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

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

8.12 If shares are issued to a Member as a result of that Member holding other shares in the Company and if the shares in respect of which the new shares are issued are default shares in respect of which the Member is for the time being subject to particular restrictions, the new shares shall on issue become subject to the same restrictions whilst held by that Member as such default shares. For this purpose, shares which the Company procures to be offered to Members *pro rata* (or *pro rata* ignoring fractional entitlements and shares not offered to certain Members by reason of legal or practical problems associated with offering shares outside the United Kingdom or Guernsey) shall be treated as shares issued as a result of a Member holding other shares in the Company.

8.13 Any direction notice shall have effect in accordance with its terms for as long as the default, in respect of which the direction notice was issued, continues but shall cease to have effect in relation

to any shares which are transferred by such Member by means of an approved transfer as set out in Article 8.14.3(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 Articles 8.9 and 8.10 shall be removed and that dividends withheld pursuant to Article 8.10.1 are paid to the relevant Member.

8.14 For the purpose of this Article:-

8.14.1 a person shall be treated as appearing to be interested in any shares if the Member holding such shares has given to the Company a notification which either (a) names such person as being so interested or (b) fails to establish the identities of those interested in the shares and (after taking into account the said notification and any other relevant notification) the Company knows or has reasonable cause to believe that the person in question is or may be interested in the shares;

8.14.2 the prescribed period in respect of any particular Member is 28 days from the date of service of the said notice in accordance with Article 8.1 except where the default shares represent at least 0.25% of the class of shares concerned in which case such period shall be 14 days;

8.14.3 a transfer of shares is an approved transfer if but only if:-

- (a) it is a transfer of shares to an offeror by way or in pursuance of acceptance of a public offer made to acquire all the issued shares in the capital of the Company not already owned by the offeror or connected person of the offeror in respect of the Company; or
- (b) the Directors are satisfied that the transfer is made pursuant to a sale of the whole of the beneficial ownership of the shares to a party unconnected with the Member and with other persons appearing to be interested in such shares; or
- (c) the transfer results from a sale made through a recognised investment exchange (as defined in the Financial Services and Markets Act 2000, as amended) or any stock exchange outside the United Kingdom on which the Company's shares are listed or normally traded.

For the purposes of this sub paragraph any person referred to in Article 23.7 in relation to Directors shall, *mutatis mutandis*, be included amongst the persons who are connected with the Member or any person appearing to be interested in such shares.

8.15 Any Member who has given notice of an interested party in accordance with Article 8.1 who subsequently ceases to have any party interested in his shares or has any other person interested in his shares shall notify the Company in writing of the cessation or change in such interest and the Directors shall promptly amend the register of interested parties accordingly.

9. **CERTIFICATES AND REGISTER OF MEMBERS**

9.1 Subject to the Laws, the Regulations, and the Rules, the Board may issue shares as Certificated shares or as Uncertificated shares in its absolute discretion.

9.2 Subject to Article 9.1, the Company shall issue:-

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

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

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

9.4 All forms of certificate for shares or debentures or representing any other form of security (other than letters of allotment scrip certificates and other like documents) may if determined by the Board be issued under the common signature of the Company and may be signed mechanically.

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

9.6 Shares of any class may be traded through an Uncertificated System and held in Uncertificated form in accordance with such arrangements as may from time to time be permitted by any statute, regulation, order, instrument or rule in force affecting the Company.

9.7 The Company shall keep the Register at the Office in accordance with the Laws.

9.8 The Company shall not be bound to register more than 4 persons as the joint holders of any share or shares. In the case of a Certificated share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of the joint holders shall be sufficient delivery to all.

10. **ERISA LIMITATIONS**

10.1 ***ERISA Ownership Limitations.*** No ERISA Plan Investor may acquire shares without the Company's prior written consent (which consent may be withheld in the Company's sole and absolute discretion). Shares held by or on behalf of ERISA Plan Investors are subject to the provisions requiring a compulsory transfer of shares in Article 14.14 below.

## **11. LIEN**

- 11.1 The Company shall have a first and paramount lien (extending to all dividends payable) on all shares (not being fully paid) for all moneys whether presently payable or not called or payable at a fixed time in respect of those shares and for all the debts and liabilities of the holder to the Company and that whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person (other than such holder) and whether the time for payment or discharge shall have arrived or not and notwithstanding that the same are joint debts or liabilities of such holder and any other person (whether a Member or not).
- 11.2 For the purpose of enforcing such lien, the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of 14 days after a notice in writing, stating and demanding payment of the sum presently payable, and giving notice of intention to sell in default, shall have been served on the holder for the time being of the shares or the person entitled by reason of his death or bankruptcy to the shares. For the purpose of giving effect to any such sale the Directors may authorise some person to transfer to the purchaser thereof the shares so sold.
- 11.3 The net proceeds of such sale, after payment of the costs of such sale, shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. The purchaser shall be registered as the holder of the shares so transferred and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in relation to the sale.

## **12. CALLS ON SHARES**

- 12.1 The Board may at any time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value or by way of premium and not by the conditions of allotment made payable at fixed times) and each Member shall pay to the Company at the time and place appointed the amount called. A call may be revoked or postponed.
- 12.2 Joint holders shall be jointly and severally liable to pay calls.
- 12.3 If a sum called in respect of a share is not paid before or on the day appointed the person from whom the sum is due shall pay interest from the day appointed to the time of actual payment at such rate (not exceeding 15 per cent per annum) as the Board may determine but the Directors shall be at liberty in any case or cases to waive payment of such interest wholly or in part.
- 12.4 Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date shall for the purposes of these Articles be deemed to be a call duly made and payable on the date

on which by the terms of issue the same becomes payable and in the case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

12.5 Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the money uncalled and unpaid upon the shares held by him beyond the sums actually called up thereon as payment in advance of calls, and such payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is advanced, and upon the money so received or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which it has been received, the Company may (until the same would, but for such advance, become presently payable) pay interest at such rate as the Member paying such sum and the Directors agree upon **PROVIDED THAT** any amount paid up in advance of calls shall not entitle the holder of the shares upon which such amount is paid to participate in respect thereof in any dividend until the same would but for such advance become presently payable.

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

### 13. **FORFEITURE AND SURRENDER OF SHARES**

13.1 If a Member fails to pay any call or instalment on the day appointed, the Board may at any time during such period as any part remains unpaid serve notice requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and any expenses which may have been incurred by the Company by reason of non-payment.

13.2 The notice shall state a further day on or before which the payment required by the notice is to be made and the place where the payment is to be made and that in the event of non-payment the shares in respect of which the call was made or instalment is payable will be liable to be forfeited. If the requirements of any such notice are not complied with any share in respect of which the notice has been given may at any time before payment has been made be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.

13.3 Notice of forfeiture shall forthwith be given to the former holder and an entry of such notice and forfeiture shall forthwith be made and dated in the Register opposite the entry of the share; but no forfeiture shall be in any manner invalidated by any omission or neglect to give notice or to make entry.

13.4 A forfeited share shall be deemed to be the property of the Company and may be sold re-allotted or otherwise disposed of on such terms as the Board shall think fit with or without all or any part of the amount previously paid on the share being credited as paid and at any time before a sale or disposition the forfeiture may be cancelled.

- 13.5 A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall notwithstanding the forfeiture remain liable to pay to the Company all monies which at the date of forfeiture were presently payable by him to the Company in respect of the shares with interest thereon from the date of forfeiture until payment at such rate (not exceeding 15 per cent per annum) as the Directors may determine and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture.
- 13.6 The Board may accept from any Member on such terms as shall be agreed a surrender of any shares in respect of which there is a liability for calls. Any surrendered share may be disposed of in the same manner as a forfeited share.
- 13.7 A declaration in writing by a Director or the Secretary that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on the date stated in the declaration shall be conclusive evidence of the facts therein as against all persons claiming to be entitled to the shares.
- 13.8 The Company may receive the consideration given for any share on any sale or disposition and may execute a transfer of the share in favour of the person to whom the same is sold or disposed of and he shall thereupon be registered as the holder and shall not be bound to see to the application of the purchase money nor shall his title be affected by any irregularity or invalidity in forfeiture sale re-allotment or disposal.

#### **14. TRANSFER AND TRANSMISSION OF SHARES**

- 14.1 Under and subject to the Regulations and the Rules, the Directors shall have power to implement such arrangements as they may, in their absolute discretion, think fit in order for any class of shares to be admitted to settlement by means of an Uncertificated System. Where they do so, the provisions of this Article 14 shall commence to have effect immediately prior to the time at which the relevant Authorised Operator admits the class to settlement by means of the relevant Uncertificated System.
- 14.2 In relation to any class of shares which, for the time being, an Authorised Operator has admitted to settlement by means of an Uncertificated System, and for so long as such class remains so admitted, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with:-
- 14.2.1 the holding of shares of that class in Uncertificated form;
- 14.2.2 the transfer of title to shares of that class by means of that Uncertificated System; or
- 14.2.3 the Regulations or the Rules.
- 14.3 Without prejudice to the generality of Article 14.2 and notwithstanding anything contained in these Articles where any class of shares is, for the time being, admitted to settlement by means of an Uncertificated System:

- 14.3.1 such securities may be issued in Uncertificated form in accordance with and subject as provided in the Regulations and the Rules;
- 14.3.2 unless the Directors otherwise determine, such securities held by the same holder or joint holder in Certificated form and Uncertificated form shall be treated as separate holdings;
- 14.3.3 such securities may be changed from Uncertificated to Certificated form, and from Certificated to Uncertificated form, in accordance with and subject as provided in the Regulations and the Rules;
- 14.3.4 title to such of the shares as are recorded on the register as being held in Uncertificated form may be transferred only by means of the Uncertificated System and as provided in the Regulations and the Rules (and in particular) no provision of these Articles shall apply in respect of such shares to the extent that these Articles require or contemplate the effecting of a transfer by an instrument in writing and the production of a certificate for the security to be transferred;
- 14.3.5 the Company shall comply in all respects with the Regulations and the Rules;
- 14.3.6 no provision of these Articles shall apply so as to require the Company to issue a certificate to any person holding such shares in Uncertificated form; and
- 14.3.7 the maximum number of joint holders of a share shall be four.
- 14.4 Words and expressions not specifically defined in this Article shall bear the same meaning as those words and expressions defined in the Regulations and the Rules.
- 14.5 Subject to such of the restrictions of these Articles as may be applicable:
  - 14.5.1 any Member may transfer all or any of his Uncertificated shares by means of an Uncertificated System in such manner provided for, and subject to the Regulations and the Rules and accordingly no provision of these Articles shall apply in respect of an Uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the shares to be transferred;
  - 14.5.2 any Member may transfer all or any of his Certificated shares by an instrument of transfer in any usual form or in any other form which the Board may approve; and
  - 14.5.3 an instrument of transfer of a Certificated share shall be signed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. An instrument of transfer of a Certificated share need not be under seal.
- 14.6 Every instrument of transfer of a Certificated share shall be left at the Office or such other place as the Board may prescribe with the certificate of every share to be transferred and such other

evidence as the Board may reasonably require to prove the title of the transferor or his right to transfer the shares; and the transfer and certificate (if any) shall remain in the custody of the Board but shall be at all reasonable times produced at the request and expense of the transferor or transferee or their respective representatives. A new certificate shall be delivered free of charge to the transferee after the transfer is completed and registered on his application and when necessary a balance certificate shall be delivered if required by him in writing.

- 14.7 The Board may, in its absolute discretion and without giving a reason, refuse to register a transfer of any share in Certificated form or Uncertificated form (subject to paragraph 14.8 below) which is not fully paid or on which the Company has a lien provided, in the case of a listed share that this would not prevent dealings in the share from taking place on an open and proper basis on the London Stock Exchange. In addition, subject to paragraph 14.8 below, the Directors may refuse to register a transfer of shares which is prohibited by Article 10 and may also refuse to register a transfer of shares unless:-

14.7.1 it is in respect of only one class of shares;

14.7.2 it is in favour of a single transferee or not more than 4 joint transferees;

14.7.3 it is delivered for registration to the Office or such other place as the Board may decide, accompanied by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to prove title of the transferor and the due execution by him of the transfer or, if the transfer is executed by some other person on his behalf, the authority of that person to do so; and

14.7.4 the transfer is not in favour of any Non-Qualified Holder.

- 14.8 The Board may only decline to register a transfer of an Uncertificated share subject to and in accordance with the Regulations and the Rules.

- 14.9 If the Board refuses to register the transfer of a share it shall, within 2 months after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferee.

- 14.10 The registration of transfers may be suspended at such times and for such periods (not exceeding 30 days in any one year) as the Board may decide and either generally or in respect of a particular class of share except that, in respect of any shares which are participating securities, the Register shall not be closed without the consent of the relevant Authorised Operator.

- 14.11 No fee shall be payable to the Company in respect of the registration of any transfer, probate, letters of administration, certificate of marriage or death, power of attorney, instruction or other document relating to or affecting the title to any shares.

- 14.12 On the death of a Member, the survivors where the deceased was a joint holder and the executor or administrator of the deceased where he was a sole holder shall be the only persons recognised

by the Company as having any title to or interest in his shares; but nothing herein shall release the estate of a deceased joint holder from any liability in respect of any share jointly held.

- 14.13 A person so becoming entitled to a share in consequence of the death, bankruptcy or incapacity of a Member or otherwise by operation of law (subject as hereinafter provided), upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, shall have the right to receive and may give a discharge for all dividends and other money payable or other advantages due on or in respect of the share, but he shall not be entitled to receive notice of or to attend or vote at meetings of the Company, or save as aforesaid, to any of the rights or privileges of a Member unless and until he shall be registered as a Member in respect of the share PROVIDED ALWAYS that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within 90 days the Board may thereafter withhold all dividends or other monies payable or other advantages due in respect of the share until the requirements of the notice have been complied with.
- 14.14 If it shall come to the notice of the Directors that any shares are owned directly or beneficially by any Non-Qualified Holder, the Directors may give notice to such person requiring him (i) to provide the Directors within thirty days with sufficient satisfactory documentary evidence to satisfy the Directors that such person (as applicable) is not a Non-Qualified Holder or (ii) to sell or transfer his ordinary shares to a person qualified to own the same within thirty days and within such thirty days to provide the Directors with satisfactory evidence of such sale or transfer. If any person upon whom such a notice is served pursuant to this sub-paragraph does not within thirty days after such notice transfer his ordinary shares to a person qualified to own the same or establish to the satisfaction of the Directors (whose judgment shall be final and binding) that he is qualified and entitled to own the ordinary shares he shall be deemed upon the expiration of such thirty days to have forfeited his ordinary shares and the Directors shall be empowered at their discretion to follow the procedure pursuant to Article 13.

15. **ALTERATION OF CAPITAL**

- 15.1 Subject to the terms and rights attaching to the shares and these Articles, any new shares shall be of such class and amount and have such preference or priority as regards dividends or in the distribution of assets or as to voting or otherwise over any other shares of any class whether then issued or not or be subject to such stipulations deferring them to any other shares with regard to dividends or in the distribution of the assets as the Board may determine.
- 15.2 Subject as provided elsewhere in these Articles, the Company may by ordinary resolution:-
- 15.2.1 increase its capital by the creation of new shares of such amount as the resolution may prescribe;
- 15.2.2 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

- 15.2.3 subdivide all or any of its shares into shares of smaller amount than is fixed by the Memorandum so however that in subdivision the proportion between the amount paid and the amount if any unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived and so that the resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from subdivision one or more of the shares may have such preferred deferred or other rights over the others as the Company has power to attach to unissued or new shares;
  - 15.2.4 cancel any shares which at the date of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its authorised share capital by the amount of the shares so cancelled;
  - 15.2.5 convert all or any of its fully paid shares the nominal amount of which is expressed in a particular currency into fully paid shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than 3 significant figures) current on the date of the resolution or on such other date as may be specified therein; and
  - 15.2.6 where its share capital is expressed in a particular currency or former currency, denominate or redenominate it, whether by expressing its amount in units or subdivisions of that currency or former currency or otherwise.
- 15.3 The Board on any consolidation of shares may deal with fractions of shares in any manner.

## 16. **GENERAL MEETINGS**

- 16.1 General meetings (which are annual general meetings) shall be held once at least in each calendar year provided that not more than 15 months may elapse between one annual general meeting and the next. All general meetings (other than annual general meetings) shall be called extraordinary general meetings. General meetings shall be held in Guernsey or such other place as may be determined by the Directors from time to time.
- 16.2 A Member shall not be entitled in respect of any share held by him to attend or vote (either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company unless all calls due from him in respect of that share have been paid.
- 16.3 A Member shall not, if the Directors so determine, be entitled in respect of any share held by him to attend or vote (either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company or to exercise any other right conferred by membership in relation to any such meeting if he or any other person appearing to be interested in such shares has failed to comply with a notice requiring the disclosure of Members' interests and given under the Articles within 14 days, in a case where the shares in question represent at least 0.25 per cent. of their class, or within 28 days, in any other case, from the date of such notice. The restrictions

will continue until the information required by the notice is supplied to the Company or until the shares in question are transferred or sold in circumstances specified for this purpose in the Articles.

- 16.4 A Member participating by video link or telephone conference call or other electronic or telephonic means of communication in a meeting shall be treated as forming part of the quorum of that meeting provided that the Members present at the meeting can hear and speak to the participating Member.
- 16.5 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Members participates and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to take place where the chairman is present unless the Members resolve otherwise.
- 16.6 Any general meeting convened by the Board, unless its time shall have been fixed by the Company in general meeting or unless convened in pursuance of a requisition may be postponed by the Board by notice in writing and the meeting shall, subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.
- 16.7 The Board may whenever it thinks fit and shall on the requisition in writing of one or more holders representing more than one-tenth of the issued share capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an extraordinary general meeting.
- 16.8 The requisition shall be dated and shall state the object of the meeting and shall be signed by the requisitionists and deposited at the Office and may consist of several documents in like form each signed by one or more of the requisitionists.
- 16.9 If the Board does not proceed to cause a meeting to be held within 21 days from the date of the requisition being so deposited the requisitionists or a majority of them in value may themselves convene the meeting.
- 16.10 Any meeting convened by requisitionists shall be convened in the same manner (as nearly as possible) as that in which meetings are convened by the Board.

## 17. **NOTICE OF GENERAL MEETINGS**

- 17.1 Not less than 21 days notice specifying the time and place of any general meeting and specifying also in the case of any special business the general nature of the business to be transacted shall be given by notice sent by post by the Secretary or other officer of the Company or any other person appointed in that behalf by the Board to such Members as are entitled to receive notices provided that with the consent in writing of all the Members entitled to receive notices of such meeting a meeting may be convened by a shorter notice or at no notice and in any manner they think fit. In every notice there shall appear a statement that a Member entitled to attend and vote

is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not be a Member.

- 17.2 The accidental omission to give notice of any meeting to or the non-receipt of such notice by any Member shall not invalidate any resolution (or any proposed resolution otherwise duly approved) passed or proceeding at any meeting.

**18. PROCEEDINGS AT GENERAL MEETINGS**

- 18.1 The quorum for a general meeting shall be two Members present in person or by proxy.
- 18.2 If within five minutes from the time appointed for the meeting a quorum is not present, the meeting if convened by or upon a requisition shall be dissolved. If otherwise convened it shall stand adjourned for 7 days at the same time and place or to such other day and at such other time and place as the Board may determine and (subject to Article 18.4) no notice of adjournment need be given. On the resumption of an adjourned meeting, those Members present in person or by proxy shall constitute the quorum.
- 18.3 At any general meeting the Chairman of the Directors, failing whom a Deputy Chairman, failing whom any Director present and willing to act and, if more than one, chosen by the Directors present at the meeting, shall preside as chairman. If no Director is present within five minutes after the time appointed for holding the meeting and willing to act as chairman, the members present and entitled to vote shall choose one of their number to be chairman of the meeting.
- 18.4 The chairman may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting at any time and to any place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 18.5 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special or Extraordinary Resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.
- 18.6 At any meeting, a resolution put to the vote shall be decided by a show of hands or by a poll at the option of the chairman. Nevertheless before or on the declaration of the result a poll may be demanded:-

18.6.1 by the chairman; or

18.6.2 by one Member present in person or by proxy provided he represents at least one-tenth of the subscribed capital; or

18.6.3 by two Members present in person or by proxy.

The demand for a poll may be withdrawn.

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

18.8 A poll if demanded shall be taken at the meeting at which the same is demanded or at such other time and place as the chairman shall direct and the result shall be deemed the resolution of the meeting.

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

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

18.11 In case of an equality of votes on a poll the chairman shall have a second or casting vote in addition to any other vote he may have.

## 19. **VOTES OF MEMBERS**

19.1 Subject to any special rights or restrictions for the time being attached to any class of share:-

19.1.1 On a show of hands every Member present in person or by proxy shall have one vote.

19.1.2 On a poll every Member present in person or by proxy shall have one vote for each share held by him.

19.2 Where there are joint registered holders of any share such persons shall not have the right of voting individually in respect of such share but shall elect one of their number to represent them and to vote whether in person or by proxy in their name. In default of such election the person whose name stands first on the Register shall alone be entitled to vote.

- 19.3 Any Member being under any legal disability may vote by his curator or other legal guardian. Any of such persons may vote either personally or by proxy.
- 19.4 On a poll votes may be given either personally or by proxy and a Member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. A proxy need not be a Member. An instrument of proxy may be valid for one or more meetings.
- 19.5 No Member shall be entitled to be present or take part in any proceedings or vote either personally or by proxy at any meeting unless all calls due from him have been paid. No Member shall be entitled to vote in respect of any shares unless he has been registered as their holder. For the purposes of determining which persons are entitled to attend or vote at a meeting and how many votes such person may cast, the Company may specify in the notice of the meeting a time, not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the Register in order to have the right to attend or vote at the meeting.
- 19.6 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed shall be valid for all purposes. Any objection made in due time shall be referred to the chairman whose decision shall be final and binding.
- 19.7 Subject to the provisions of the Companies Law, the instrument appointing a proxy shall be in any common form or in such other form as the Directors may approve and (i) if in writing but not sent in electronic form, made under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation under its common seal or under the hand of an officer or attorney duly authorised in that behalf, or (ii) if sent in electronic form, submitted by or on behalf of the appointor and authenticated.
- 19.8 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of that power or authority certified notarially or in some other way approved by the Directors shall:
- 19.8.1 in the case of an instrument in writing (including, whether or not the appointment of a proxy is sent in electronic form, any such power of attorney or other authority) be deposited at the Company's registered office or at such other place as may be nominated by the Directors in the notice of the relevant meeting not less than 48 hours before the time of the holding of the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- 19.8.2 in the case of an appointment sent in electronic form, where a Relevant Electronic Address has been specified for the purpose of receiving documents of information sent in electronic form;
- (a) in the notice convening the meeting; or

- (b) in any instrument of proxy sent out by the Company in relation to the meeting; or
- (c) in any invitation sent in electronic form to appoint a proxy issued by the Company in relation to the meeting,

be received at such an address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

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

19.8.4 in the case of a poll not taken forthwith but taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman of the meeting or any Director, the Secretary or some other person authorised by the Company.

19.9 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and shall be as valid for any adjournment as for the meeting to which it relates.

19.10 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or disability of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of such death disability or revocation shall have been received by the Company at the Office before the commencement of the meeting or adjournment or the taking of the poll at which the proxy is used.

19.11 Any corporation which is a Member 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 or to approve any resolution submitted in writing and the person so authorised shall be entitled to exercise on behalf of the corporation which he represents the same powers (other than to appoint a proxy) as that corporation could exercise if it were an individual Member.

## 20A **NUMBER AND APPOINTMENT OF DIRECTORS**

19.12 Until otherwise determined by the Board, the number of Directors shall be not less than two nor more than ten.

19.13 The Board shall have power at any time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number (if any) fixed pursuant to these Articles.

19.14 At each annual general meeting, each of the Directors shall retire and shall be eligible for re-election by the Company at such annual general meeting.

- 19.15 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 7 nor more than 42 clear days before the date appointed for the meeting there shall have been left at the Office notice in writing signed by a Member 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 and eligibility to be elected.
- 19.16 The Company at the meeting at which a Director retires in the manner aforesaid may fill the vacated office by appointing a person thereto by ordinary resolution and in default the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at such meeting it is expressly resolved not to fill the vacated office or a resolution for the re-appointment of such Director shall have been put to the meeting and lost. The Company at such meeting may also (subject to Article 19.13) fill up any other vacancies.
- 19.17 Without prejudice to the powers of the Board, the Company by ordinary resolution may appoint any person to be a Director either to fill a casual vacancy or as an additional Director, but so that the total number of Directors shall not thereby exceed the maximum number (if any) fixed by or in accordance with these Articles. Any person so appointed by the Directors shall hold office only until the next annual general meeting and shall then be eligible for election.
- 19.18 At a general meeting a motion for the appointment of two or more persons as Directors of the Company by a single resolution shall not be made unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.

## **20. QUALIFICATION AND REMUNERATION OF DIRECTORS**

- 20.1 A Director need not be a Member. A Director who is not a Member shall nevertheless be entitled to attend and speak at shareholders' meetings.
- 20.2 The Directors (other than alternate Directors) shall be entitled to receive by way of fees for their services as Directors such sum as the Board may from time to time determine provided that the amount paid to each Director by way of fees shall not exceed €160,000 in any financial year, or such higher amount as may be determined from time to time by ordinary resolution of the Company. Any fees payable pursuant to these Articles shall be distinct from and shall not include any salary, remuneration for any executive office or other amounts payable to a Director pursuant to any other provisions of these Articles and shall accrue from day to day. The Directors shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as Directors, including expenses incurred in attending meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company. If by arrangement with the Board, any Director shall perform or render any special duties or services outside his ordinary duties as a Director, he may be paid such reasonable additional remuneration as the Board may determine.

- 20.3 The Directors shall also be entitled to be repaid all reasonable out of pocket expenses properly incurred by them in or with a view to the performance of their duties or in attending meetings of the Board or of committees or general meetings.
- 20.4 If any Director having been requested by the Board shall render or perform extra or special services or shall travel or go to or reside in any country not his usual place of residence for any business or purpose of the Company he shall be entitled to receive such sum as the Board may think fit for expenses and also such remuneration as the Board may think fit either as a fixed sum or as a percentage of profits or otherwise and such remuneration may as the Board shall determine be either in addition to or in substitution for any other remuneration which he may be entitled to receive.
- 20.5 The Directors shall have power to pay and agree to pay gratuities, pensions or other retirement, superannuation, death or disability benefits to (or to any person in respect of) any Director or ex-Director and for the purpose of providing any such gratuities, pensions or other benefits to contribute to any scheme or fund or to pay premiums.
21. **ALTERNATE DIRECTORS**
- 21.1 Any Director may by notice in writing under his hand served upon the Company appoint any person approved by the Board as an alternate Director to attend and vote in his place at any meeting of the Directors at which he is not personally present or to undertake and perform such duties and functions and to exercise such rights as he could personally and such appointment may be made generally or specifically or for any period or for any particular meeting and with and subject to any particular restrictions provided that the alternate director in question has provided notice in writing of his willingness and eligibility to act. Every such appointment shall be effective and the following provisions shall apply:-
- 21.2 Every alternate Director while he holds office as such shall be entitled:-
- 21.2.1 if his appointor so directs the Secretary, to notice of meetings of the Directors; and
- 21.2.2 to attend and to exercise (subject to any restrictions) all the rights and privileges of his appointor at all such meetings at which his appointor is not personally present and generally at such meetings to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meetings the provisions of these Articles shall apply as if he (instead of his appointor) were a Director.
- 21.3 Every alternate Director shall *ipso facto* vacate office if and when his appointment expires by effluxion of time or his appointor vacates office as a Director or removes the alternate Director from office as such by notice in writing under his hand served upon the Company.

- 21.4 No alternate Director shall be entitled as such to receive any remuneration from the Company but every alternate Director shall be entitled to be paid all reasonable expenses incurred in the exercise of his duties.
- 21.5 A Director may act as alternate Director for another Director and shall be entitled to vote for such other Director as well as on his own account but no Director shall at any meeting be entitled to act as alternate Director for more than one other Director. He shall not be counted more than once for the purposes of the quorum.
- 21.6 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be indemnified to the same extent *mutatis mutandis* as if he were a Director.

**22. BORROWING POWERS OF THE BOARD**

The Board 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 or assets (present or future) and uncalled capital and, subject to the provision of the Laws, to issue debentures, loan stock and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

**23. OTHER POWERS AND DUTIES OF THE BOARD**

- 23.1 The business of the Company shall be managed by the Board who may exercise all such powers of the Company as are not required to be exercised by the Company in general meeting subject nevertheless to these Articles and to the Laws and to such regulations as may be prescribed by the Company in general meeting but no regulation so made shall invalidate any prior act of the Board. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
- 23.2 The Board may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies and the Board may on behalf of the Company make such arrangements as it thinks advisable for taking the profits or bearing the losses of any branch or business so carried on or for financing assisting or subsidising any such subsidiary company or guaranteeing its contracts obligations or liabilities.
- 23.3 The Board may establish any local boards or agencies for managing any of the affairs of the Company and may appoint any one or more of its number or any other persons to be members of such local Boards or any managers or agents and may fix their remuneration and may delegate to any local board manager or agent any of the powers authorities and discretion vested in the Board with power to sub-delegate and may authorise the members of any local board to fill any vacancies and to act notwithstanding vacancies and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the Board may remove

any person so appointed and may annul or vary any such delegation but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

- 23.4 The Board may at any time by power of attorney given under the hand of such person or persons duly authorised in that behalf appoint any person or any fluctuating body of persons whether nominated directly or indirectly by the Board to be the attorney of the Company for such purposes and with such powers and discretion and for such periods and subject to such conditions as the Board may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any attorney as the Board may think fit and may also authorise any attorney to sub-delegate all or any of his powers and discretion.
- 23.5 A Director who to his knowledge is in any way directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Company shall immediately after becoming aware of the fact that he is so interested disclose the nature and monetary value or, if that value is not quantifiable, the extent of his interest at a meeting of the Board. In the case of a proposed contract such disclosure shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Board held after he became so interested. In a case where the Director becomes interested in a contract or arrangement after it is made, disclosure shall be made at the first meeting of the Board held after the Director becomes so interested. For the purpose of the foregoing a general notice given to the Board by a Director to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company or firm shall be deemed to be a sufficient disclosure of interest if either it is given at a meeting of the Board or the Director takes reasonable steps to ensure that it is raised and read at the next meeting of the Board after it is given.
- 23.6 A Director may not vote (or be counted in the quorum) in respect of any resolution of the Directors or committee of the Directors concerning a contract, arrangement, transaction or proposal to which the Company is or is to be a party and in which he has an interest which (together with any interest of any person connected with him) is, to his knowledge, a material interest (otherwise than by virtue of his interest in shares or debentures or other securities of or otherwise in or through the Company) but, in the absence of some other material interest than is mentioned below, this prohibition does not apply to a resolution concerning any of the following matters:-
- 23.6.1 the giving of a guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiaries;
- 23.6.2 the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in

whole or in part, either alone or jointly with others, under a guarantee or indemnity or by the giving of security;

- 23.6.3 a contract, arrangement, transaction or proposal concerning an offer of shares, debentures or other securities of the Company or any of its subsidiaries for subscription or purchase, in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;
  - 23.6.4 a contract, arrangement, transaction or proposal to which the Company is or is to be a party concerning another company (including a member of the Group) in which he (and any persons connected with him) is interested and whether as an officer, shareholder, creditor or otherwise, if he does not to his knowledge hold an interest in shares representing one per cent. or more of either a class of the equity share capital (or of any third party company through which his interest is derived) or of the voting rights in the relevant company;
  - 23.6.5 any contract, arrangement, transaction or proposal relating to an arrangement for the benefit of the employees of the Company or its subsidiaries which does not award him any privilege or benefit not generally awarded to the employees to which such arrangement relates concerning the adoption, modification or operation of a pension, superannuation or similar scheme or retirement, death or disability benefits scheme or employees' share scheme under which he may benefit and which either has been approved by or is subject to and conditional on approval by the Board of Inland Revenue of the United Kingdom for taxation purposes or relates to both employees and Directors of the Company (or any of its subsidiaries) and does not accord to any Director as such any privilege or advantage not accorded to the employees to which such scheme or fund relates; and
  - 23.6.6 a contract, arrangement, transaction or proposal concerning the purchase and/or maintenance of any insurance policy for the benefit of Directors or for the benefit of persons including Directors.
- 23.7 For the purposes of this Article a person shall be treated as being connected with a Director if that person is:-
- 23.7.1 a spouse, child (under the age of eighteen) or step child (under the age of eighteen) of the Director; or
  - 23.7.2 an associated body corporate which is a company in which the Director alone, or with connected persons, is directly or indirectly beneficially interested in 20% 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

- 23.7.3 a trustee (acting in that capacity) of any trust, the beneficiaries of which include the Director or persons falling within Articles 23.7.1 or 23.7.2 above excluding trustees of an employees' share scheme or pension scheme; or
- 23.7.4 a partner (acting in that capacity) of the Director or persons described in Articles 23.7.1 to 23.7.3 above.
- 23.8 A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company, or whereat the terms of any such appointment are arranged or whereat any contract in which he is interested is considered, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof. Where proposals are under consideration concerning the appointment (including without limitation fixing or varying the terms of appointment or its termination) of 2 or more Directors to offices or places of profit with the Company or a company in which the Company is interested, such proposals shall be divided and a separate resolution considered in relation to each Director. In such case each of the Directors concerned (if not otherwise debarred from voting under these provisions) is entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
- 23.9 A Director may hold any other office or place of profit under the Company (other than Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Board may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
- 23.10 Any Director 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 if he were not a Director.
- 23.11 Any Director may continue to be or become a director, managing director, manager or other officer or member of any company promoted by the Company or in which the Company may be interested, and any such Director shall not be accountable to the Company for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any such company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing

directors, managers or other officers of such company, or voting or providing for the payment of remuneration to themselves as directors, managing directors, managers or other officers of such company) and any Director of the Company may vote in favour of the exercise of such voting rights in the manner aforesaid, notwithstanding that he may be or be about to be appointed a director, managing director, manager or other officer of such other company, and as such is or may become interested in the exercise of such voting rights in the manner aforesaid.

23.12 If a question arises at any time as to the materiality of a Director's interest or as to his entitlement to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive except in a case where the nature or extent of the interest of such Director has not been fairly disclosed.

23.13 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Board shall at any time determine.

23.14 The Board shall cause minutes to be made in books provided for the purpose:-

23.14.1 of all appointments of officers;

23.14.2 of the names of the Directors present at each meeting of the Board and of any committee;

23.14.3 of all resolutions and proceedings at meetings of the Company and meetings of the Board and of committees.

Any such minutes if purporting to be signed by the chairman of the meeting at which the proceedings took place, or by the chairman of the next succeeding meeting, shall be evidence of their proceedings.

23.15 A register of Directors' interests in shares shall be kept at the Office and shall be open to the inspection of any Member or holder of debentures of the Company between the hours of 10:00 a.m. and noon for a period beginning 14 days before and ending 3 days after the annual general meeting. The said register shall also be produced at the commencement of each annual general meeting and shall remain open and accessible during the continuance of the meeting to any person attending the meeting.

## 24. **NET ASSET VALUE**

The net asset value per share shall be calculated at least annually and disclosed to members from time to time in such manner as may be determined by the Board.

**25. INFORMATION MADE AVAILABLE TO MEMBERS**

25.1 Investor Disclosures shall be made available to members and prospective members in such manner as may be determined by the Board from time to time (including, without limitation and where so determined, by posting some or all of the Investor Disclosures on the Company's website or by electronic notice).

25.2 For the purposes of Article 25.1, the term 'Investor Disclosures' means solely the information required to be made available to members and prospective members pursuant to FUND 3.2.2 R of the FCA Handbook as amended or replaced from time to time.

**26. VALUATION**

Without prejudice to any other provision of these Articles, valuation of the Company's assets shall be performed in accordance with prevailing accounting standards.

**27. DISQUALIFICATION AND REMOVAL OF DIRECTORS**

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

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

27.1.2 if he shall have absented himself (such absence not being absence with leave or by arrangement with the Board on the affairs of the Company) from meetings of the Board for a consecutive period of 12 months and the Board resolves that his office shall be vacated;

27.1.3 if he becomes bankrupt, insolvent, suspends payment or compounds with his creditors;

27.1.4 if he is requested to resign by written notice signed by all his co-Directors;

27.1.5 if the Company by ordinary resolution shall declare that he shall cease to be a Director;  
or

27.1.6 if he shall become prohibited by law from acting as a Director.

PROVIDED THAT there shall be no age limit for retirement.

27.2 If the Company by ordinary resolution removes any Director before the expiration of his period of office it may by an ordinary resolution appoint another person to be a Director in his stead who shall retain his office so long only as the Director in whose stead he is appointed would have held the same if he had not been removed. Such removal shall be without prejudice to any claims such Director may have for damages for breach of any contract of service between him and the Company.

**28. PROCEEDINGS OF DIRECTORS**

- 28.1 The Board may meet for the despatch of business adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman at the meeting shall not have a second or casting vote.
- 28.2 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Directors participates and all participants can hear and speak to each other shall be a valid meeting.
- 28.3 The Board shall also determine the notice necessary for its meetings and the persons to whom such notice shall be given.
- 28.4 A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretion exercisable by the Board.
- 28.5 The continuing Directors may act notwithstanding any vacancy but if and so long as their number is reduced below the minimum number fixed pursuant to these Articles the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting but for no other purpose. If there be no Directors able or willing to act then any Member may summon a general meeting for the purpose of appointing Directors.
- 28.6 The Board may elect one of their number as chairman of their meetings and determine the period for which he is to hold office. If no such chairman be elected or if at any meeting the chairman be not present within five minutes after the time appointed for holding the same the Directors present may choose one of their number to be chairman of the meeting.
- 28.7 The Board may delegate any of their powers to committees consisting of such one or more Directors as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.
- 28.8 The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be two. For the purposes of this Article an alternate appointed by a Director shall be counted in a quorum at a meeting at which the Director appointing him is not present.
- 28.9 A resolution in writing signed by each Director (or his alternate) entitled to receive notice of a meeting of the Board or by all the members of a committee shall be as valid and effectual as a resolution passed at a meeting of the Board or committee. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or members of the committee and may be transmitted to the Company by facsimile.

29. **EXECUTIVE DIRECTOR**

- 29.1 The Board may at any time appoint one or more of their body to be holder of any executive office including the office of managing Director on such terms and for such periods as they may determine.
- 29.2 The appointment of any Director to any executive office shall be subject to termination if he ceases from any cause to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.
- 29.3 The Board may entrust to and confer upon a Director holding any executive office any of the powers exercisable by the Board upon such terms and conditions and with such restrictions as it thinks fit either collaterally with or to the exclusion of their own powers and may at any time revoke withdraw alter or vary all or any of such powers.

30. **SECRETARY**

- 30.1 The Secretary shall be appointed (and may be removed) by the Board. Anything required or authorised to be done by or to the Secretary, may, if the office is vacant or there is for any other reason no Secretary capable of acting be done by or to any Assistant or Deputy Secretary or if there is no Assistant or Deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors PROVIDED THAT any provisions of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.
- 30.2 No person shall be appointed or hold office as Secretary who is:
- 30.2.1 the sole Director of the Company;
- 30.2.2 a corporation the sole Director of which is the sole Director of the Company;
- 30.2.3 the sole Director of a corporation which is the sole Director of the Company; or
- 30.2.4 otherwise ineligible to act as such under the Companies Law.

31. **THE SEAL**

- 31.1 The Company may have a common seal (the "**Seal**") and if the Directors resolve to adopt a Seal the following provisions shall apply.
- 31.2 The Seal shall have the Company's name engraved on it in legible letters.
- 31.3 The Directors shall provide for the safe custody of the Seal, which shall only be used pursuant to a resolution passed at a meeting of the Directors, or a committee of the Directors authorised to use the Seal, and in the presence either of two Directors or of one Director and the Secretary or of

such person or persons as the Directors may from time to time appoint, and such person or persons, as the case may be, shall sign every instrument to which the Seal is affixed.

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

**32. AUTHENTICATION OF DOCUMENTS**

Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the Company (including the Memorandum and these Articles) and any resolutions passed by the Company or the Board and any books, records, documents and accounts relating to the business of the Company and to certify copies or extracts as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having their custody shall be deemed to be a person appointed by the Board as aforesaid.

**33. DIVIDENDS**

- 33.1 The Company may, by ordinary resolution of the Members, declare dividends to the holders of Ordinary Shares out of the assets of the Company, but no dividend shall exceed the amount recommended by the Board.
- 33.2 No dividend shall be paid otherwise than in accordance with the Companies Law.
- 33.3 Subject to Article 8, unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid.
- 33.4 The Board may at any time declare and pay such interim dividends to the holders of Ordinary Shares as appear to be justified by the position of the Company.
- 33.5 The Board may issue shares in lieu of dividends in accordance with section 306 of the Companies Law.
- 33.6 The Board may deduct from any dividend payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.
- 33.7 The Board may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the liabilities or obligations in respect of which the lien exists.
- 33.8 The Board may retain dividends payable upon shares in respect of which any person is entitled to become a Member until such person has become a Member.

- 33.9 Any dividend or other moneys payable on or in respect of a share shall be paid to the Member or to such other person as the Member (or, in the case of joint holders of a share, all of them) may in writing direct. Such dividend or other moneys may be paid (i) by cheque sent by post to the payee or, where there is more than one payee, to any one of them, or (ii) by inter-bank transfer to such account as the payee or payees shall in writing direct, or (iii) (if so authorised by the holder of shares in Uncertificated form) using the facilities of the relevant Uncertificated System (subject to the facilities and requirements of the relevant Uncertificated System), or (iv) by such other method of payment as the Member (or in the case of joint holders of a share, all of them) may agree to. Every such cheque shall be sent at the risk of the person or persons entitled to the money represented thereby, and payment of a cheque by the banker upon whom it is drawn, and any transfer or payment within (ii), (iii) or (iv) above, shall be a good discharge to the Company.
- 33.10 No dividend or other moneys payable on or in respect of a share shall bear interest against the Company.
- 33.11 All unclaimed dividends may be invested or otherwise made use of by the Board, as the case may be, until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of twelve years after having been declared or became due for payment shall be forfeited and shall revert to the Company.
- 33.12 Subject to the provisions of these Articles and to the rights attaching to any shares, any dividend or other moneys payable on or in respect of a share may be paid in such currency as the Directors may determine, using such exchange rate for currency conversions as the Directors may select.
- 33.13 The Company may cease to send any cheque, warrant or order by post for any dividend on any shares which is normally paid in that manner if in respect of at least two consecutive dividends payable on those shares the cheque, warrant or order has been returned undelivered or remains uncashed but, subject to the provisions of these Articles, shall recommence sending cheques, warrants or orders in respect of the dividends payable on those shares if the holder or person entitled by transmission claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way.
- 33.14 If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder or otherwise by operation of law, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.
- 33.15 Any resolution for the declaration or payment of a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Directors, may specify that the same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and thereupon the dividend shall be payable to them in accordance with their

respective holdings so registered, but without prejudice to the rights *inter se* in respect of such dividend of transferors and transferees of any such shares.

- 33.16 The waiver in whole or in part of any dividend on any share shall be effective only if such waiver is in writing signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder or otherwise by operation of law) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.

#### **34. ACCOUNTS**

- 34.1 The Board shall cause proper books of account to be kept with respect to all the transactions assets and liabilities of the Company and so as to enable the accounts of the Company to be prepared in accordance with the Laws.

- 34.2 The books of account shall be kept at the Office or at such other place as the Board shall think fit and shall at all times be open to the inspection of the Directors but no person other than a Director or Auditor or other person whose duty requires and entitles him to do so shall be entitled to inspect the books accounts and documents of the Company except as provided by the Laws or authorised by the Board or by the Company in general meeting.

- 34.3 A balance sheet shall be laid before the Company at its annual general meeting and such balance sheet shall contain a general summary of the assets and liabilities of the Company. The balance sheet shall be accompanied by a report of the Directors as to the state of the Company as to the amount (if any) which they recommend to be paid by way of dividend and the amount (if any) which they have carried or propose to carry to reserve. The Auditors' report shall be attached to the balance sheet or there shall be inserted at the foot of the balance sheet a reference to the report.

- 34.4 A copy of every balance sheet and of all documents annexed thereto including the reports of the Directors and the Auditors shall, within 12 months after the end of the financial year to which they relate, be delivered or sent by post to each Member and to the Auditors.

- 34.5 The Directors may elect to prepare the annual report and accounts in accordance with generally acceptable accounting principles in the United Kingdom or such other international accounting standards as may be permitted under the laws of England and Wales from time to time.

#### **35. AUDITORS**

- 35.1 A Director shall not be capable of being appointed as an Auditor.

- 35.2 A person other than a retiring Auditor shall not be capable of being appointed Auditor at an ordinary general meeting unless notice of intention to nominate that person as Auditor has been given by a Member to the Company not less than 14 days before the meeting and the Board shall send a copy of any such notice to the retiring Auditor and shall give notice to the Members not

less than 7 days before the meeting provided that if after notice of the intention to nominate an Auditor has been so given a meeting is called for a date 14 days or less after such notice has been given the requirements of this provision as to time in respect of such notice shall be deemed to have been satisfied and the notice to be sent or given by the Company may instead of being sent or given within the time required by this Article be sent or given at the same time as the notice of the meeting.

35.3 The Board may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditors (if any) may act.

35.4 The remuneration of the Auditors shall be fixed by the Company in general meeting or in such manner as the Company may determine except that the remuneration of any Auditors appointed by the Directors shall be fixed by the Directors.

35.5 Every Auditor shall have a right of access at all times to the books accounts and documents of the Company and as regards books accounts and documents of which the originals are not readily available shall be entitled to rely upon copies or extracts certified by an officer of the Company and shall be entitled to require from the Board such information and explanations as may be necessary for the performance of their duties and the Auditors shall make a report to the Members on the accounts examined by them and the report shall state whether in their opinion the accounts give a true and fair view of the state of the Company's affairs and whether they have been prepared in accordance with the Laws.

35.6 Any Auditor shall be eligible for re-election.

#### 36. **UNTRACEABLE MEMBERS**

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

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

36.1.2 the Company has at the expiration of the said period of twelve years by advertisement in a newspaper circulating in the area in which the address referred to in Article 36.1.1 above is located given notice of its intention to sell such shares;

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

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

## **37. NOTICES**

37.1 Any Member may notify the Company of a Relevant Electronic Address for the purpose of his receiving communications by Electronic Means from the Company at any time.

37.2 Any document or notice which, in accordance with these Articles, may be transmitted by the Company in electronic form and by Electronic Means shall, if so transmitted, be deemed to be regarded as served immediately after it was transmitted. Proof (in accordance with the formal recommendations of best practice contained in the guidance issued by the United Kingdom's Chartered Governance Institute) that a communication was transmitted by Electronic Means by the Company shall be conclusive evidence of such transmission.

37.3 A communication by Electronic Means shall not be treated as served by the Company if it is rejected by computer virus protection arrangements.

37.4 A notice may be given by the Company to any Member either personally or in electronic form by Electronic Means or by sending it by post in a pre-paid envelope addressed to the Member at his registered address or by being transmitted to his Relevant Electronic Address by Electronic Means in accordance with this Article. Unless the Companies Law shall specify otherwise a notice shall, unless the contrary is shown, be deemed to have been:

37.4.1 received in the case of a notice sent by post to an address in the United Kingdom, Channel Islands or the Isle of Man, on the second day after the day of posting;

- 37.4.2 received in the case of a notice sent by post elsewhere, on the third day after the day of posting; and
- 37.4.3 served in the case of a notice transmitted by Electronic Means, immediately after it was transmitted in accordance with Article 37.2;
- excluding, in the first two cases, any day which is not a Business Day.
- 37.5 All Members shall be deemed to have agreed to accept communication from the Company by Electronic Means (including, for the avoidance of doubt, by means of a website) in accordance with Sections 523, 524 and 526 and Schedule 3 of the Companies Law unless a Member notifies the Company otherwise. Notice under this Article must be in writing and signed by the Member and delivered to the Office or such other place as the Directors decide.
- 37.6 In the absence of any notice from a Member in accordance with Article 37.5, the Company may, but is not obliged to, satisfy its obligation to send a Member any notice or other document by:
- 37.6.1 publishing such notice or document on a website; and
- 37.6.2 notifying him that such notice or document has been so published, specifying the address of the website on which it has been published, the place on the website where it may be accessed, how it may be accessed and if it is a notice relating to a shareholders' meeting stating (i) that the notice concerns a notice of a Company meeting served in accordance with the Companies Law (ii) the place, date and time of the meeting, (iii) whether the meeting is to be an annual or extraordinary general or class meeting, and (iv) such other information as the Law may prescribe.
- 37.7 For the avoidance of doubt, any Relevant Electronic Address specified by a Member to the Company prior to the date of adoption of these Articles for the purpose of communicating by Electronic Means will constitute a notification of that Relevant Electronic Address for the purposes of Article 37.1.
- 37.8 A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register in respect of the share.
- 37.9 A notice may be given by the Company 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 them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.
- 37.10 Subject to Article 33.1, notice of every general meeting shall be given in any manner hereinbefore authorised to:

37.10.1 every Member who has supplied to the Company a registered address or Relevant Electronic Address for the giving of notices to him;

37.10.2 every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting;

37.10.3 each Director who is not a Member; and

37.10.4 the Company's auditor (where the Company has one).

No other person shall be entitled to receive notices of general meetings.

37.11 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.

## 38. **WINDING UP**

38.1 The Company may be wound up at any time by Special Resolution in accordance with the Laws.

38.2 In a winding up of the Company pursuant to Article 38.1, the Members of the Company shall, by Ordinary Resolution, appoint and fix the remuneration of a Liquidator (who may be one or more Directors of the Company) to wind up the Company's affairs and to realise and distribute its assets in satisfaction of creditors' claims in such manner and order as he thinks fit but at all times by reference to the Laws as it relates to protected cell companies in this respect.

38.3 If the Company shall be wound up, the surplus assets remaining after payment of all creditors, including the repayment of bank borrowings, shall be divided *pari passu* among the Members *pro rata* to their holdings of those shares which are subject to the rights of any shares which may be issued with special rights or privileges.

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

38.5 Where the Company is proposed to be or is in course of being wound up and the whole or part of its business or property is proposed to be transferred or sold to another company ("the

**transferee**") the Liquidator may, with the sanction of an ordinary resolution, conferring either a general authority on the Liquidator or an authority in respect of any particular arrangement, receive in compensation or part compensation for the transfer or sale, shares policies or other like interests in the transferee for distribution among the Members or may enter into any other arrangement whereby the Members may, in lieu of receiving cash, shares, policies or other like interests, or in addition thereto, participate in the profits of or receive any other benefits from the transferee.

- 38.6 Notwithstanding any other provision of these Articles, the Liquidator of the Company may pay any amounts or make any distributions of assets in accordance with this Article 37.1 to the holders of the Ordinary Shares, as applicable, or as such Member shall direct.

39. **INDEMNITY**

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

40. **INSURANCE**

Without prejudice to any other provisions of these Articles, the Directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company, or of any other body (whether or not incorporated) which is or was its subsidiary of the Company (together "**Group Companies**") or otherwise associated with the Company or any Group Company or in which the Company or any such Group Company has or had any interest, whether direct or indirect, or of any predecessor in business of any of the foregoing, including (without prejudice to the generality of the foregoing) insurance against any costs, charges, expenses, losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their

powers and discretion and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such other body.

41. **INSPECTION OF DOCUMENTS**

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

42. **COMMON SIGNATURE**

The common signature of the Company may be either:

42.1 "REAL ESTATE CREDIT INVESTMENTS LIMITED"

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

42.2 if the Directors resolve that the Company shall have a common seal, the common seal of the Company affixed in such manner as these Articles may from time to time provide;

as the Directors may from time to time determine either generally or in any particular case.

43. **CONTINUATION RESOLUTION**

43.1 The Directors shall at the annual general meeting of the Company to be held in 2017 propose an Ordinary Resolution that the Company continues its business as a closed-ended collective investment scheme (a "**Continuation Resolution**"). If a Continuation Resolution is passed at such annual general meeting then the Directors shall be required to propose a further Continuation Resolution at every fourth annual general meeting thereafter.

43.2 If a Continuation Resolution is not passed then the Directors shall, within 6 months of such Continuation Resolution not being passed, put proposals to the Members for the reconstruction or reorganisation of the Company.