

THE COMPANIES (GUERNSEY) LAWS 1994 to 1996

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

**VOLTA FINANCE LIMITED**

Registered this 31<sup>st</sup> day of October 2006

**THE COMPANIES (GUERNSEY) LAWS 1994 to 1996**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**of**

**VOLTA FINANCE LIMITED**

1. The name of the Company is "**VOLTA FINANCE LIMITED**".
2. The Registered Office of the Company will be situate in Guernsey.
3. The objects for which the Company is established are:
  - (1) To carry on business as an investment company and for that purpose to purchase or otherwise acquire any shares, stocks, certificates, bills, monetary instruments, units, participations, debenture stocks, bonds, obligations, policies of assurance, currencies, securities and other property or estates of any kind or nature whatsoever and to hold and from time to time to vary and dispose of any such investments and to acquire any such securities or investments as aforesaid in the name of the Company or its nominees by original subscription tender purchase exchange or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof and powers of realising capital or earning income in respect thereof or incidental thereto.
  - (2) To borrow or raise money in any manner and to secure the repayment of any money borrowed raised or owing by assignment, charge, hypothecation, pledge or mortgage on all or any of the property or rights of the Company present future vested or contingent including uncalled capital.
  - (3) To invest the capital and other moneys of the Company in the purchase of land or any interest in land, buildings or hereditaments of any tenure and to develop and turn the same to account in any manner that may seem expedient.
  - (4) To lend money to any holding company of the Company and any subsidiary of such holding company and any subsidiary of the Company whether on an interest free and subordinated basis or otherwise.
  - (5) To guarantee, assure or become liable for or to indemnify against any loss, damage or obligation of any person whether or not connected or associated in any manner with the Company (including without limitation any holding or subsidiary company of the Company and any subsidiary of any such holding company) and whether for direct or indirect consideration benefit or advantage and in connection with or support of such arrangements to assign charge hypothecate, mortgage or pledge all or any of the

undertaking and property of the Company (including uncalled capital) and to enter into any contracts or other transactions in relation to any such arrangements.

- (6) To accept payment for any property right or undertaking sold or disposed of or dealt with by the Company either in cash or in shares or other securities whether with or without deferred or preferred rights or in debentures securities or mortgages or in any other manner.
- (7) To issue and deposit any shares or securities which the Company may issue by way of charge, hypothecation, pledge or mortgage to secure any sum less than the nominal amount of such shares or securities and also by way of security for the performance of any obligations or liabilities of the Company or of any person whether or not the Company has an interest in such person or his business.
- (8) To accumulate capital for any of the purposes of the Company and to appropriate any property or rights for specific purposes conditionally or unconditionally and to allow any person having dealings with the Company to share in the Company's profits or any other advantages or benefits.
- (9) To pay all or any expenses incurred in connection with formation and promotion of the Company or to contract with any other person to pay the same and to pay commissions to brokers and others for underwriting placing selling or guaranteeing the subscription of any shares or securities of the Company or of any other entity promoted by the Company.
- (10) To enter into arrangements with any state, government or authority national local or otherwise and to obtain therefrom all rights concessions or privileges conducive to the Company's objects and to oppose the grant to any other person of similar rights concessions and privileges.
- (11) To make gifts to any persons in such circumstances and whether of cash or other property or rights as may be considered directly or indirectly conducive to any of the Company's objects or otherwise expedient and in particular to remunerate any person introducing or doing business to or with the Company.
- (12) To subscribe or guarantee money for charitable or benevolent objects and to aid in the establishment and support of associations for the benefit of persons at any time employed by or having dealings with the Company or the dependants or families of such persons and to establish and support associations institutions funds and trusts to benefit employees (including Directors) and their respective dependants and families at any time and to grant pensions and allowances and to make payments towards insurances for the purpose of indemnifying the Company in respect of claims for any risks or accidents to any officers or employees of the Company whether in the course of their employment or not and to pay premiums on any such insurances including insurance against illness accident or death or for any other purpose.
- (13) To draw, make, accept, endorse, issue, discount and execute deeds, agreements, arrangements, cheques, promissory notes, bills of exchange, warrants, securities, debentures and all other negotiable and transferable instruments or transactions whatsoever.
- (14) To enter into any joint ventures or arrangements or agreements for sharing profits with any persons.

- (15) To distribute *in specie* among the Members by way of dividend or bonus or on a return of capital any property or rights of the Company or any proceeds of sale.
- (16) To effect insurances and reinsurances against risks of every description whether of the Company or any other person.
- (17) To amalgamate with any other company whose objects are or include objects similar to those of the Company whether by sale or purchase (for full or partly paid shares or otherwise) of the undertaking or by sale or purchase (for full or partly paid shares or otherwise) of all or a controlling interest in the shares of the Company or any such other company or partnership or any arrangement in the nature of partnership or in any other manner.
- (18) The Company may give financial assistance, as defined by Section 2 of The Companies (Financial Assistance for Acquisition of Own Shares) Ordinance, 1998 (the "**Ordinance**"), directly or indirectly for the purpose of or in connection with the acquisition of its shares or the shares of any company of which the Company is a subsidiary, as defined in Section 8 of the Ordinance.
- (19) To procure the Company to be recognised or registered anywhere and to carry on all or any part of the Company's business anywhere whether or not the Company has established an office or is so recognised or registered and as principals agents contractors trustees nominees or otherwise and by or through such persons and either alone or in conjunction with others.
- (20) To do all such other things as the Company may think incidental to or connected with any of the above objects or conducive to their attainment or otherwise likely in any respect to be advantageous to the Company.

And it is declared that the word "**person**" in this Memorandum (except in reference to the Company) shall include any individual partnership or other body of persons whether incorporated or not and any government state or authority and further that the objects specified in each paragraph shall be treated as independent and accordingly in no way limited or restricted by reference to or inference from any other paragraph or from the name of the Company and may be carried out as fully and construed as widely as if each paragraph defined the objects of a separate and independent company.

4. The liability of the Members is limited to the amount (if any) for the time being unpaid on the shares held by each of them respectively.
5. The Share Capital of the Company consists of an unlimited number of ordinary shares of no par value each, a single Class B convertible ordinary share of no par value and an unlimited number of Class C non-voting convertible ordinary shares of no par value each.
6. The Company has power to increase or reduce its share capital and to attach to any shares in the initial or increased or reduced capital any preferred deferred qualified or special rights privileges and conditions or to subject the same to any restrictions or limitations and to consolidate or sub-divide all or any of its shares into shares of a larger or smaller denomination.
7. The rights for the time being attached to any shares in the initial capital and to any shares having preferred deferred qualified or special rights privileges and conditions may be altered or dealt with in accordance with the Articles of Association.

8. The shares shall be paid for according to the terms of allotment or otherwise by calls as the Board shall think fit.
9. Shares in the capital of the Company may be issued in payment or part payment of the purchase consideration for any property purchased by the Company or in consideration of any services rendered to the Company by any person in assisting the Company to carry out any of its objects and for shares so issued no money payment shall be made or required save in so far as by the terms under which any of such shares may be issued a cash payment may be required.
10. The common signature of the Company may be either:
  - (1) **"VOLTA FINANCE 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
  - (2) if the Directors resolve that the Company shall have a common seal, the common seal of the Company affixed in such manner as the Articles of Association of the Company may from time to time provide;as the Directors may from time to time determine either generally or in any particular case.



THE COMPANIES (GUERNSEY) LAWS 1994 to 1996

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

**VOLTA FINANCE LIMITED**

Registered this 31st day of October 2006

As adopted by Special Resolutions  
dated 1 and 18 December 2006

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**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**VOLTA FINANCE 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 to trading on Eurolist by Euronext of the Ordinary Shares becoming effective in accordance with the Prospectus Rules and the rules of Euronext Amsterdam N.V. respectively.
<b>Admitted Institution</b>	An institution which holds interests in shares on behalf of its clients through Euroclear Nederland as an admitted institution of Euroclear Nederland.
<b>Affiliate</b>	With respect to any specified person or entity, any other person or entity, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified person or entity.
<b>Articles</b>	These Articles of Association 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>AFM</b>	The Netherlands Authority for the Financial Markets ( <i>Autoriteit Financiële Markten</i> ).
<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>Clearstream Luxembourg</b>	Clearstream Banking S.A., Luxembourg, the Luxembourg clearing and settlement system.
<b>Code</b>	The United States Internal Revenue Code of 1986, as amended.
<b>dematerialised instruction</b>	An instruction sent or received by means of the Euroclear Nederland System or Clearstream Luxembourg System.
<b>Director</b>	A director of the Company for the time being.
<b>dividend</b>	Includes bonus.
<b>Dutch Securities Act</b>	The Dutch Act on the Supervision of the Securities Trade 1995 ( <i>Wet toezicht effectenverkeer 1995</i> ).
<b>Euroclear Nederland Requirements</b>	The rules and requirements of Euroclear Nederland as included in the Dutch Securities Transfer Giro Act 1977 ( <i>Wet Giraal Effectenverkeer 1977</i> ) or otherwise as may be applicable to the Company from time to time.
<b>Euroclear Nederland</b>	Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., the Dutch depository and settlement institute, a subsidiary of Euroclear Bank S.A./N.V., the operator of the system known as “Euroclear” or the “Euroclear system”.
<b>Euroclear or Clearstream Luxembourg System</b>	The facilities and procedures for the time being of the relevant system of which Euroclear Nederland or Clearstream Luxembourg has been approved as operator.
<b>Eurolist by Euronext</b>	The regulated market of Euronext Amsterdam N.V.
<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>Investment Company Act</b>	The United States Investment Company Act of 1940, as amended.
<b>Investment Manager</b>	AXA Investment Managers Paris.
<b>Laws</b>	Every 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>Member</b>	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.
<b>Memorandum</b>	The Memorandum of Association of the Company.
<b>month</b>	Calendar month.
<b>Offer</b>	The offer of the Ordinary Shares of the Company in connection with Admission.
<b>Office</b>	The registered office at any time of the Company.
<b>Ordinary Share</b>	A voting non-convertible ordinary share.
<b>Prospectus Rules</b>	The prospectus rules pursuant to the Dutch Securities Act.
<b>proxy</b>	Includes attorney.
<b>Register</b>	The register of Members kept pursuant to the Laws.
<b>relevant system</b>	A computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument, and which facilitate supplementary and incidental matters and includes the system operated by Euroclear Nederland known as the “Euroclear System” and by Clearstream Luxembourg known as the “Clearstream Luxembourg System”.
<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>Transfer Agent</b>	Such bank, trust company or other person as shall be appointed from time to time to act as registrar and transfer agent for the shares, PROVIDED THAT if no Transfer Agent is specifically designated, the Secretary shall act in such capacity.
<b>Uncertificated</b>	In relation to a share, means a share title to which is recorded on the relevant register of securities as being held in uncertificated form, and title to which may be transferred by means of a relevant system; and “ <b>Certificated</b> ” means in relation to a share, a share which is not in Uncertificated form.
<b>United Kingdom</b>	The United Kingdom of Great Britain and Northern Ireland.

**United States**

The United States of America, its territories, possessions and all areas subject to its jurisdiction (including the commonwealth of Puerto Rico).

2. **INTERPRETATION**

- (1) The singular includes the plural and *vice versa*.
- (2) The masculine includes the feminine.
- (3) Words importing persons include corporations.
- (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.
- (5) References to enactments shall include references to any modifications or re-enactments thereof for the time being in force.
- (6) The word "**may**" shall be construed as permissive and the word "**shall**" shall be construed as imperative.
- (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.
- (8) The headings are inserted for convenience only and shall not affect the interpretation of these Articles.
- (9) The expression "**officer**" shall include a Director, manager and the Secretary, but shall not include an auditor.
- (10) Any words or expressions defined in the Euroclear Nederland Requirements shall (if not inconsistent with the subject or context) bear the same meanings in these Articles.
- (11) The expressions "**communication**" and "**electronic communication**" shall have the same respective meanings as in the Electronic Communications Act 2000, the latter including, without limitation, e-mail, facsimile, CD-Rom, audio tape and telephone transmission and (in the case of electronic communication by the Company in accordance with Article 34(6)) publication on a web site.
- (12) The expression "**address**" shall include, in relation to electronic communication, any number or address used for the purposes of such communication.

3. **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.

#### 4. **SHARES**

- (1) (a) The Company shall have power to issue an unlimited number of Ordinary Shares of no par value each, a single Class B convertible ordinary share of no par value and an unlimited number of Class C non-voting convertible ordinary shares of no par value each.
- (b) The Class C non-voting convertible ordinary shares shall have the same rights as the Ordinary Shares, save that they shall confer on the holder thereof no voting rights.
- (c) The single Class B convertible ordinary share shall have the same rights as an Ordinary Share, save that it shall confer on the holder thereof the right to elect (and remove) one member of the Board. This Article 4(1)(c) shall not be amended without the affirmative vote of the holder of the Class B Share.
- (d) The Class C non-voting convertible ordinary shares will be convertible into Ordinary Shares (and shall rank *pari passu* therewith) upon certification by the holder that, among other things, they are being sold to a party unaffiliated with the Investment Manager.
- (e) The Company shall maintain or cause to be maintained a separate register for the Class C Shares, and the person named in such register as the holder of any Class C Share shall be treated by the Company as the owner thereof for all purposes; and no transfer of any Class C Share shall be registered except upon certification (i) by the transferor and the proposed transferee as to whether the proposed transferee is or is not an Affiliate of AXA S.A. and (ii) by the proposed transferee in the form approved by the Directors to the effect that the transferee is or is not an affiliate and that the transferee has certified that it is not a “US person” and that it is purchasing in an “offshore transaction” (as those terms are defined in Regulation S under the U.S. Securities Act of 1933, as amended) complying with the provisions of Rule 903 or Rule 904 of Regulation S; provided that, if both the transferor and the proposed transferee certify that the proposed transferee is not an Affiliate of AXA S.A., then any Class C Shares involved in such transfer shall upon completion of transfer automatically be converted into Ordinary Shares, and the Company shall take or cause to be taken such steps as may be necessary or appropriate to effect a corresponding increase in the number of Ordinary Shares represented by any global share certificate representing Ordinary Shares.
- (f) At such time as the holding of AXA S.A., together with those of any party controlling, controlled by or under common control with AXA S.A., declines to less than 5% per cent of the Company’s equity capitalisation (with the Class B convertible ordinary share and the other issued and outstanding shares taken together), the Class B convertible ordinary share shall automatically be converted into an Ordinary Share and shall rank *pari passu* therewith.
- (g) Prior to permitting the Board member designated by the holder of the Class B Share to vote at any meeting of the Board, the Company shall obtain a certificate of the holder of the Class B Share to the effect that (i) such holder is an Affiliate of AXA S.A. and (ii) as of the date of such meeting, the total number of Ordinary Shares, Class B Shares and Class C Shares held by AXA

Group investors equals or exceeds 5 per cent. of the Company's equity capitalization; and such Board member shall not be permitted to vote at such meeting if such certificate is not provided prior to commencement of such meeting.

- (h) At such time as the Class B convertible ordinary share is no longer held by AXA S.A. or one of its Affiliates, the Class B convertible ordinary share shall automatically be converted into an Ordinary Share and shall rank *pari passu* therewith.
- (2) 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.
- (3) Any preference shares may, with the sanction either of the Board or an ordinary resolution, be issued on terms that they are to be redeemed or, at the option of either the Company or the holder, are liable to be redeemed in each case on such terms and in such manner as the Company before the issue may by ordinary resolution and subject to and in default of such determination as the Board may decide.
- (4) The Company may from time to time, subject to the provisions of the Laws, purchase its own shares (including any redeemable shares), or agree to purchase in the future, in any manner authorised by the Laws and may make payments in respect of any such purpose otherwise than out of its distributable profits or the proceeds of a fresh issue of shares.
- (5) If at any time the share capital of the Company is divided into shares of 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 (unless otherwise expressly provided by the terms of issue of the shares of that class) 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.
- (6) 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.
- (7) 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.
- (8) For the avoidance of doubt, it is hereby declared that a resolution to increase the authorised share capital of the Company shall not be regarded or deemed as varying, modifying or abrogating the special rights conferred upon the holders of any shares issued with preferred, deferred or other special rights.

- (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.
- (10) 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 and disclosed in accordance with the Laws. The Company may also pay brokerages.
- (11) 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:
- (a) 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
  - (b) 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.
- (12) Any person who acquires shares in the capital of the Company in any private purchase/placement of the Ordinary Shares of the Company in the Offer and related transactions and their transferees is deemed to have agreed that none of those arrangements constitutes a breach of any duty that may be owed to them under these Articles or any duty stated or implied by law or equity.
- (13) The minimum aggregate subscription pursuant to which shares in the Company may first be allotted is 2 shares.

#### 5. **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.

#### 6. **POWER TO REQUIRE DISCLOSURE OF BENEFICIAL INTEREST**

- (1) The Directors shall have power by notice in writing to require any Member to disclose to the Company:
- (i) the identity of any person other than the Member (an "**interested party**") who has any interest in the shares held by the Member;

- (ii) the nature of such interest; and
  - (iii) any other relevant information that the Directors may reasonably request.
- (2) Any such notice shall require any information in response to such notice to be given in writing within such reasonable time as the Directors shall determine.
- (3) The Company shall maintain a register of interested parties to which the provisions of Sections 55 and 58 of the Laws 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.
- (4) The Directors shall exercise their powers under paragraph (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 as carries at that date the right of voting at general meetings of the Company.
- (5) A requisition under paragraph (4) must:
  - (a) state that the requisitionists are requiring the Company to exercise its powers under this Article;
  - (b) specify the manner in which they require those powers to be exercised;
  - (c) give reasonable grounds for requiring the Company to exercise those powers in the manner specified; and
  - (d) be signed by the requisitionists and deposited at the Office.
- (6) A requisition may consist of several documents in like form each signed by one or more requisitionists.
- (7) On the deposit of a requisition complying with paragraph (5), it is the Directors' duty to exercise their powers under paragraph (1) in the manner specified in the requisition.
- (8) If any Member has been duly served with a notice given by the Directors in accordance with paragraph (1) and is in default for more than 14 days after service of the notice 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.
- (9) A direction notice may direct that, in respect of:
  - (a) any shares in relation to which the default occurred (all or the relevant number as appropriate of such shares being the "**default shares**"); and
  - (b) 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.

- (10) The direction notice may additionally direct that in respect of the default shares:
- (a) 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 and the Member shall not be entitled to elect to receive shares instead of a dividend;
  - (b) no transfer other than an approved transfer (as set out in paragraph (13)(c)) of the default shares held by such Member shall be registered unless:
    - (i) the Member is not himself in default as regards supplying the information requested; and
    - (ii) 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.

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.

- (11) 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 Netherlands or Guernsey) shall be treated as shares issued as a result of a Member holding other shares in the Company.
- (12) Any direction notice shall have effect in accordance with its terms for as long as the default, in respect of which the direction notice was issued, continues but shall cease to have effect in relation to any shares which are transferred by such Member by means of an approved transfer as set out in paragraph (13)(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 paragraphs (9) and (10) above shall be removed and that dividends withheld pursuant to paragraph (10)(a) above are paid to the relevant Member.
- (13) For the purpose of this Article:
- (a) a person shall be treated as appearing to be interested in any shares if the Member holding such shares has given to the Company a notification 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;

- (b) the prescribed period in respect of any particular Member is 14 days from the date of service of the said notice in accordance with paragraph (1);
- (c) a transfer of shares is an approved transfer if but only if:
  - (i) 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
  - (ii) 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
  - (iii) the transfer results from a sale made through Eurolist by Euronext or any stock exchange outside the Netherlands on which the Company's shares are listed or normally traded.

For the purposes of this sub paragraph any person referred to in Article 22(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.

- (14) Any Member who has given notice of an interested party in accordance with paragraph (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.

## 7. **CERTIFICATES AND REGISTER OF MEMBERS**

- (1) Subject to the Laws, the Board may issue shares as Certificated shares or as Uncertificated shares in its absolute discretion. Temporary documents of title will not be issued.
- (2) Subject to paragraph (1), the Company may issue:
  - (a) 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
  - (b) upon payment of such sum as the Board may determine several certificates each for one or more shares of any class.
- (3) Any certificate issued shall specify the shares to which it relates and the amount paid up and the distinguishing numbers (if any).
- (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 countersigned by the Transfer Agent and may be signed mechanically and PROVIDED THAT if the shares or debentures are issued in global form, the certificates shall be valid upon receipt of a certificate from the Transfer Agent certifying the shares or debentures have been duly registered.

- (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.
- (6) Shares of any class may be traded through an electronic settlement system and held in Uncertificated form in accordance with such arrangements as may from time to time be permitted by any statute, regulation, order, instrument or rule in force affecting the Company. Amendments to these Articles which may be necessary or expedient for this purpose may be made by special resolution but will not be deemed to vary the rights of any class of shares.
- (7) The Company shall keep (or shall cause the Transfer Agent to keep) the Register at the Office in accordance with the Laws. Subject to such restrictions (if any) as may be imposed by the Euroclear Nederland Requirements, the registration of transfers may be suspended at such times and for such periods as the Board may decide and either generally or in respect of a particular class of share (not exceeding in all 30 days in any one year).
- (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 share held jointly by several persons in Certificated form 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.
- (9) Furthermore, the Company shall keep (or shall cause the Transfer Agent to keep) a register in which the names and addresses of any depository receipt shareholders are to be recorded. This register may be part of the Register and paragraphs 7 and 8 of this Article shall *mutatis mutandis* apply.

## 8. LIEN

- (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).
- (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 any person to transfer to the purchaser thereof the shares so sold.

- (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.

## 9. **CALLS ON SHARES**

- (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.
- (2) Joint holders shall be jointly and severally liable to pay calls.
- (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 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.
- (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.
- (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.
- (6) The Board may on an issue of shares differentiate between holders as to amount of calls and times of payment.

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

- (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.

- (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.
- (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.
- (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.
- (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 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.
- (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.
- (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.
- (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.

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

- (1) 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 any settlement system, including the Euroclear Nederland System and/or the Clearstream Luxembourg System. Where they do so, paragraphs (2) and (3) shall commence to have effect immediately prior to the time at which

Euroclear Nederland or Clearstream Luxembourg admits the class to settlement by means of such system.

- (2) In relation to any class of shares which, for the time being, Euroclear Nederland or Clearstream Luxembourg has admitted to settlement by means of the Euroclear Nederland System or Clearstream Luxembourg System, and for so long as such class remains so admitted, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with:
  - (a) the holding of shares of that class in Uncertificated form;
  - (b) the transfer of title to shares of that class by means of the Euroclear Nederland System or Clearstream Luxembourg System; or
  - (c) the Euroclear Nederland Requirements.
- (3) Without prejudice to the generality of paragraph (2) and notwithstanding anything contained in these Articles where any class of shares is, for the time being, admitted to settlement by means of the Euroclear Nederland System or Clearstream Luxembourg System:
  - (a) such securities will be issued to Euroclear Nederland in registered form for safekeeping on behalf of and for the benefit of those persons entitled to the shares. Individual share certificates will not be issued;
  - (b) such securities may be issued in Uncertificated form in accordance with and subject as provided in the Euroclear Nederland Requirements;
  - (c) 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;
  - (d) 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 Euroclear Nederland Requirements;
  - (e) 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 Euroclear Nederland System or Clearstream Luxembourg System and as provided in the relevant rules and regulations of such settlement system and accordingly (and in particular) no provision of these Articles shall apply in respect of such shares to the extent that those Articles require or contemplate the effecting of a transfer by an instrument in writing and the production of a certificate for the security to be transferred;
  - (f) every transfer of shares from a Euroclear Nederland account of a Euroclear Nederland member to a Euroclear Nederland account of another Euroclear Nederland member will vest in the transferee a beneficial interest in the shares transferred, notwithstanding any agreements or arrangements to the contrary however and whenever arising and however expressed. Accordingly, each Euroclear Nederland or Clearstream Luxembourg member who is for the time being registered as the holder of any shares in the capital of the Company shall hold such shares upon trust for himself and for those persons (if any) whose Euroclear Nederland or Clearstream Luxembourg

accounts are duly credited with any such shares or in favour of whom shares are to be withdrawn from the Euroclear Nederland System or Clearstream Luxembourg System pursuant to a settled stock withdrawal instruction; and the member and all such persons, to the extent respectively of the shares duly credited to their respective Euroclear Nederland or Clearstream Luxembourg accounts or the subject of a settled stock withdrawal instruction, shall accordingly have beneficial interests therein;

- (g) where a dematerialised instruction is expressed to have been sent on behalf of a person by Euroclear Nederland or Clearstream Luxembourg:
  - (i) the person on whose behalf the instruction is expressed to have been sent shall not be able to deny to the addressee:
    - (1) that the instruction was sent with his authority; or
    - (2) that the information contained in it is correct; and
  - (ii) Euroclear Nederland or Clearstream Luxembourg as the case may be shall not be able to deny to the addressee:
    - (1) that he has authority to send the dematerialised instruction; or
    - (2) that he has sent the dematerialised instruction;
- (h) where a dematerialised instruction is expressed to have been sent by a person, and it is not expressed to have been sent on behalf of another person, the first person shall not be allowed to deny to the addressee:
  - (i) that the information contained in the instruction is correct; or
  - (ii) that he has sent it;
- (i) an addressee who receives a dematerialised instruction (whether directly, or by means of the facilities of a sponsor acting on his behalf) may (subject to paragraphs (j) and (k) accept that at the time when it was sent:
  - (i) the information contained in the instruction was correct;
  - (ii) the user or authorised operator identified in the instruction as having sent the instruction did send it; and
  - (iii) if the instruction was expressed to have been sent on behalf of a person, it was sent with the authority of that person;
- (j) an addressee shall not be allowed to accept any of the matters specified in paragraph (i) where, at the time when he received the dematerialised instruction, he was a person who was not either the Company or receiving dematerialised instructions on behalf of the Company, and he had actual notice:
  - (i) that any information contained in it was incorrect;

- (ii) that the user or Euroclear Nederland or Clearstream Luxembourg who was expressed to have sent the instruction did not send it; or
  - (iii) if the instruction was expressed to have been sent on behalf of a person, that the person had not given to Euroclear Nederland or Clearstream Luxembourg his authority to send the instruction on his behalf;
- (k) an addressee shall not be allowed to accept any of the matters specified in paragraph (i) where, at the time when he received the dematerialised instruction, he was either the Company or receiving dematerialised instructions on behalf of the Company; and:
  - (i) he had actual notice from Euroclear Nederland or Clearstream Luxembourg of any of the matters specified in paragraph (j); and
  - (ii) the instruction was an instruction from Euroclear Nederland or Clearstream Luxembourg requiring the registration of title in the circumstances specified in any of sub-paragraphs 8.1.1, 8.1.2, 8.1.3 and 8.1.4 of the Euroclear Nederland Requirements;
- (l) however, where an addressee has received actual notice of a kind to which this Article refers in respect of a properly authenticated dematerialised instruction, he may accept the matters specified in paragraph (i) if at the time when he received the actual notice it was not practicable for him to halt his processing of the instruction;
- (m) a person who is permitted by paragraph (i) or (l) to accept any matter shall not be liable in damages or otherwise to any person by reason of his having relied on the matter that he was permitted to accept;
- (n) except as provided in paragraph (m), this Articles does not affect any liability of a person for causing or permitting a dematerialised instruction:
  - (i) to be sent without authority;
  - (ii) to contain information that is incorrect; or
  - (iii) to be expressed to have been sent by a person who did not send it; and
- (o) paragraphs (g) to (n) shall be construed generally in accordance with the Euroclear Nederland Requirements;
- (p) the Company shall comply in all respects with the Euroclear Nederland Requirements;
- (q) uncertificated shares of a class are not to be regarded as forming a separate class from certificated shares of that class; and
- (r) if a class of shares is no longer admitted to settlement by means of the Euroclear Nederland System or Clearstream Luxembourg System, the Company may give notice to a Member requiring the Member to change Uncertificated shares to Certificated shares by the time stated in the notice.

The notice may also state that the Member may not change Certificated shares to Uncertificated shares. If the Member does not comply with the notice, the Board may authorise a person to change the Uncertificated shares to Certificated shares in the name and on behalf of the Member.

- (4) Subject to such of the restrictions of these Articles as may be applicable:
- (a) any Member may transfer all or any of his Uncertificated shares by means of a relevant system authorised by the Board in such manner provided for, and subject as provided, in any regulations issued for this purpose under the Laws or such as may otherwise from time to time be adopted by the Board on behalf of the Company and the rules of any relevant system and accordingly no provision of these Articles shall apply in respect of an Uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the shares to be transferred;
  - (b) any Member may transfer all or any of his Certificated shares by an instrument of transfer in any usual form or in any other form which the Board may approve; and
  - (c) 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.
- (5) 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.
- (6) 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 (7) 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 Eurolist by Euronext. In addition, subject to paragraph (7) below, the Directors may refuse to register a transfer of shares which is prohibited by Article 6 and may also refuse to register a transfer of shares unless:
- (a) it is in respect of only one class of shares;
  - (b) it is in favour of a single transferee or not more than 4 joint transferees; and
  - (c) 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.

- (7) The Board may only decline to register a transfer of an Uncertificated share in the circumstances set out in regulations issued for this purpose under the Laws or such as may otherwise from time to time be adopted by the Board on behalf of the Company and of the listing rules made by the AFM, the rules of Euronext Amsterdam N.V. and the rules and regulations of any relevant settlement system, and where, in the case of a transfer to joint holders, the number of joint holders to whom the Uncertificated share is to be transferred exceeds 4.
- (8) 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.
- (9) 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 operator of the settlement system.
- (10) 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.
- (11) 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.
- (12) 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.
- (13) (A) No person that is an “employee benefit plan” subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), a plan subject to Section 4975 of the Code, a person or entity whose assets include the assets of any such “employee benefit plan” or “plan” by reason of 29 C.F.R.2510.3-101 (as modified by Section 3(42) of ERISA) or otherwise, or any other employee benefit plan subject to any federal, state, local or non-US law that is substantially similar to Section 406 of ERISA or Section 4975 of the Code (a “**Similar Law**”) (each, an “**ERISA Person**”) may acquire or hold the shares and any person acquiring the shares

will be deemed to have represented and warranted by its acquisition that it is not an ERISA Person and that no portion of the assets used by such person constitute assets of any plan subject to part 4 of subtitle B of Title I of ERISA, Section 4975 of the Code or any Similar Laws (any such person using assets of such a plan shall also be an “**ERISA Person**”). Any purported acquisition of shares by a person in contravention of this provision shall be deemed to be held in trust (the “**Trust**”) for the benefit of a charitable beneficiary designated by the Company following discovery of the Trust, and such ERISA Person will acquire no rights in such shares except as deemed trustee (the “**Trustee**”) for the benefit of such Trust (the “**Shares-in-Trust**”). The ERISA Persons purportedly owning such Shares-in-Trust shall submit such shares for registration in the name of the Trust. Such designation of shares as Shares-in-Trust shall be effective as of the date on which the ERISA Person had purportedly acquired such shares.

During the period prior to the Board’s discovery of the existence of the Trust, any transfer of shares by an ERISA Person to a non-ERISA Person shall reduce the number of Shares-in-Trust on a one-for-one basis, and to that extent such shares shall cease to be designated as Shares-in-Trust. After the discovery of the existence of the Trust, but prior to the redemption or other transfer of all discovered Shares-in-Trust and/or the submission of all discovered Shares-in-Trust for registration in the name of the Trust, any transfer of shares by an ERISA Person to a non-ERISA Person shall reduce the number of Shares-in-Trust on a one-for-one basis, and to that extent such shares shall cease to be designated as Shares-in-Trust.

Prior to the Board’s discovery of the Trust, the shares that are deemed Shares-in-Trust shall be considered to be issued and outstanding shares of the Company. The prohibited owner shall have no rights in the shares deemed to be held by the Trustee. The prohibited owner shall not benefit economically from ownership of any shares held in Trust by the Trustee, shall have no rights to any distributions and shall not possess any rights to vote or other rights attributable to the shares deemed to be held in the Trust. The Trustee shall have all rights and privileges attaching to the shares and rights to distributions with respect to shares held in the Trust, which rights shall be exercised for the exclusive benefit of the charitable beneficiary. Any distribution paid prior to the discovery by the Board of the Trust shall be paid by the recipient of such distribution to the Trustee upon demand and any distribution authorized but unpaid shall be paid when due to the Trustee. Any distribution so paid to the Trustee shall be held in trust for the charitable beneficiary.

If it shall come to the notice of the Board that shares are held in Trust pursuant to this paragraph 13(A) or are otherwise purported to be held by any ERISA Person, the Company will have the right, but not the obligation, to repurchase the Shares-in-Trust or to otherwise transfer the Shares-in-Trust to an Eligible Transferee as provided in (B) and (C) below. Upon a redemption or transfer of such Shares-in-Trust, the interest of the charitable beneficiary designated by the Company in the Shares-in-Trust shall terminate and the Trustee shall distribute the net proceeds of the sale to the prohibited owner and to the charitable beneficiary as provided herein. The prohibited owner shall receive the lesser of (1) the price paid by the prohibited owner for the shares or, if the prohibited owner did not give value for the shares in connection with the event causing the shares to be held in Trust (e.g., in the

case of a gift, devise or other such transaction), the fair market value of the shares on the day of the event causing the shares to be deemed to be held in the Trust and (2) the fair market value per share on the date of the discovery by the Company of the purported ownership of the shares by an ERISA Person. Any net sale proceeds in excess of the amount payable to the prohibited owner shall be immediately paid to the charitable beneficiary.

By written notice to the Trustee, the Board shall designate one or more non-profit organisations to be the charitable beneficiary of the interest in the Trust such that (1) the shares held in the Trust would not violate the restrictions set forth herein in the hands of such charitable beneficiary and (2) each such organisation must be described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended (the “Code”) and contributions to each such organisation must be eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2522 of the Code.

If it shall come to the notice of the Board that shares are purported to be held by any ERISA Person and the foregoing provisions with respect to the Trust are unenforceable for any reason, the Company shall have the right to repurchase the shares, to otherwise transfer the shares to an Eligible Transferee or to direct the holder to transfer such shares to an Eligible Transferee. The prohibited owner shall receive the lesser of (1) the price paid by the prohibited owner for the shares or, if the prohibited owner did not give value for the shares, the fair market value of the shares on the day of the purported acquisition and (2) the fair market value per share on the date of the transfer to another holder in accordance with this paragraph.

- (B) If it shall come to the notice of the Board that any shares:
- a) are or may be owned or held directly or beneficially by any person in breach of any law or requirement of any country or by virtue of which such person is not qualified to own those shares and, in the sole and conclusive determination of the Board, such ownership or holding or continued ownership or holding of those shares (whether on its own or in conjunction with any other circumstance appearing to the Board to be relevant) would in the reasonable opinion of the Board, cause a pecuniary or tax disadvantage to the Company or any other holder of shares or other securities of the Company which it or they might not otherwise have suffered or incurred or are held in Trust pursuant to paragraph 13(A) or are otherwise purported to be held by any ERISA Person; or
  - b) are or may be owned or held directly or beneficially by any person to whom a transfer of shares or whose ownership or holding of any shares might in the sole and conclusive determination of the Board require registration of the Company as an investment company under the Investment Company Act of 1940;

the Board may serve written notice (hereinafter called a “**Transfer Notice**”) upon the person (or any one of such persons where shares are registered in joint names) appearing in the register as the holder (the “**Vendor**”) of any of the shares concerned (the “**Relevant Shares**”) requiring the Vendor within 3 days (or such extended time as in all the circumstances the Board consider reasonable) to transfer (and/or procure the disposal of interests in) the Relevant Shares to another person who, in the sole and conclusive

determination of the Board, would not fall within sub-paragraphs (i) or (ii) above (such a person being hereinafter called an “Eligible Transferee”) (such Eligible Transferee to include for this purpose the Company). On and after the date of such Transfer Notice, and until registration of a transfer of the Relevant Share to which it relates pursuant to the provisions referred to in this paragraph (B) or paragraph (C) below, any rights and privileges attaching to the Relevant Shares will be suspended and not capable of exercise.

- (C) If within 3 days after the giving of a Transfer Notice (or such extended time as in all the circumstances the Board consider reasonable) the Transfer Notice has not been complied with to the satisfaction of the Board, the Company may sell the Relevant Shares on behalf of the holder thereof by instructing an Admitted Institution to sell them at the best price reasonably obtainable at the time of sale to any one or more Eligible Transferees. To give effect to a sale, the Board may authorise in writing any officer or employee of the Company or any offer or employee of the secretary of the Company to transfer the Relevant Shares on behalf of the holder thereof (or any person who is automatically entitled to the shares by transmission or by law) or to cause the transfer of the Relevant Shares to the Eligible Transferee and in relation to an uncertificated share may require Euroclear Nederland to convert the share into certificated form and an instrument of transfer executed by that person will be as effective as if it had been executed by the holder of, or the person entitled by transmission to, the Relevant Shares. An Eligible Transferee is not bound to see to the application of the purchase money and the title of the Eligible Transferee is not affected by any irregularity in or invalidity of the proceedings connected to the sale. The net proceeds of the sale of the Relevant Shares, after payment of the Company’s costs of the sale, shall be received by the Company, whose receipt shall be a good discharge for the purchase moneys, and shall belong to the Company and, upon their receipt, the Company shall become indebted to the former holder of the Relevant Shares, or the person who is automatically entitled to the Relevant Shares by transmission or by law, for an amount equal to the net proceeds of transfer, in the case of certificated shares, upon surrender by him or them of the certificate for the Relevant Shares which the Vendor shall forthwith be obliged to deliver to the Company. The Company is deemed to be a debtor and not a trustee in respect of that amount for the member or other person. No interest is payable on that amount and the Company is not required to account for money earned on it. The amount may be employed in the business of the Company or as it thinks fit. The Company may register or cause the registration of the Eligible Transferee as holder of the Relevant Shares and thereupon the Eligible Transferee shall become absolutely entitled thereto.
- (D) A person who becomes aware that his holding, directly or beneficially of shares will or is likely to fall within any of sub-paragraphs (A) or (B) of this Article, shall forthwith, unless he has already received a Transfer Notice pursuant to the provisions referred to in paragraph (B) above either transfer the shares to one or more Eligible Transferees or give a request in writing to the Directors for the issue of a Transfer Notice in accordance with the provisions referred to in paragraph (B) above. Every such request shall, in the case of certificated shares, be accompanied by the certificate(s) for the shares to which it relates.

- (E) Subject to the provisions of the Articles, the Board will, unless any Director has reason to believe otherwise, be entitled to assume without enquiry that none of the shares are held in such a way as to entitle the Board to serve a Transfer Notice in respect thereof. The Board may, however, at any time and from time to time call upon any holder (or any one of joint holders or a person who is automatically entitled to the shares by transmission or by law) of shares by notice in writing to provide such information and evidence as it shall require upon any matter connected with or in relation to such holder of shares. In the event of such information and evidence not being so provided within such reasonable period (not being less than 3 days after service of the notice requiring the same) as may be specified by the Board in the said notice, the Board may, in its absolute discretion, treat any share held by such a holder or joint holder or person who is automatically entitled to the shares by transmission or by law as being held in such a way as to entitle them to serve a Transfer Notice in respect thereof.
  
- (F) The Board will not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this Article. The exercise of the powers conferred by the provisions referred to paragraphs (A) and/or (B) and/or (C) and/or (E) above may not be questioned or invalidated in any case on the ground that there was insufficient evidence of direct or beneficial ownership or holding of shares by any person or that the true direct or beneficial owner or holder of any shares was otherwise than as appeared to the Board at the relevant date provided that the said powers have been exercised in good faith.

## 12. **SUSPENSION OF CALCULATION OF NET ASSET VALUE**

- (1) The Directors may at any time temporarily suspend the calculation of the Company's net asset value during:
  - (a) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the Directors, disposal or valuation of a substantial part of the investments of the Company is not reasonably practicable without this being seriously detrimental to the interests of the Members or if in the opinion of the Directors of the Company the net asset value of the Company cannot be fairly calculated;
  - (b) any breakdown in the means of communication normally employed in determining the value of the investments of the Company or when for any reason the current prices of the investments of the Company cannot be promptly and accurately ascertained;
  - (c) any period in which the Directors determine that doing so is necessary or advisable for the protection of the Company.
  
- (2) Any such suspension shall be publicised by the Directors in such manner as they may deem appropriate to the persons likely to be affected thereby and to any stock exchange on which the shares are listed if required by the rules of that exchange and shall take effect at such time as the Directors shall declare but not later than the close of business on the Business Day next following the declaration and thereafter there shall be no determination of the net asset value until the Directors shall declare the

suspension at an end except that the suspension shall terminate in any event on the first Business Day on which:

- (a) the condition giving rise to the suspension shall have ceased to exist; and
  - (b) no other condition under which suspension is authorised under paragraph (1) shall exist.
- (3) Each declaration by the Directors pursuant to paragraph (1) shall be consistent with such official rules and regulations (if any) relating to the subject matter thereof as shall have been promulgated by any authority having jurisdiction over the Company as shall be in effect at the time to the extent not inconsistent with such official rules and regulations, the determination of the Directors shall be conclusive.

### 13. **ALTERATION OF CAPITAL**

- (1) The Company at any time may by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe.
- (2) Subject to the rights attached to the existing Ordinary Shares and these Articles, new shares shall be of such class and amount and have such preferred, deferred or other rights or restrictions as regards dividends or in the distribution of assets or as to voting or otherwise as the Company may by ordinary resolution decide, or if no such resolution is passed or so far as any pertinent resolution does not make specific provision, as the Board may decide.
- (3) Subject to the terms and rights attaching to the Ordinary Shares and these Articles, the Company before the issue of any new shares may by ordinary resolution resolve that all or some of them shall be offered to the Members in proportion to their existing shares at such price as the Company or the Board may fix and such offer shall be made by notice specifying the number of shares to which the Member is entitled and limiting a time within which the offer if not accepted will be deemed to be declined; and after the expiration of such period or on the receipt of an intimation from the Member that he declines, the Board may offer the same on similar terms to such of the other Members as they may select including the Directors or dispose of them in such manner as they think fit. For the purpose of giving effect to this Article, the Board shall be entitled to disregard fractions. In the absence of any determination to the contrary, new shares may be dealt with as if they formed part of the original capital and shall be subject to these Articles.
- (4) Subject as provided elsewhere in these Articles, the Company may by ordinary resolution:
  - (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (b) subdivide all or any of its shares into shares of smaller amount than is fixed by the Memorandum (if any) 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;

- (c) 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;
  - (d) convert all or any of its fully paid shares into stock and reconvert that stock into paid-up shares of any denomination; and
  - (e) 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.
- (5) The Board on any consolidation of shares may deal with fractions of shares in any manner.
- (6) The Company may by special resolution reduce its share capital any capital redemption reserve fund or any share premium account in any manner and with and subject to any incident authorised and consent required by the Laws.

#### 14. GENERAL MEETINGS

- (1) The first general meeting (being an annual general meeting) of the Company shall be held within such time as may be required by the Laws and thereafter general meetings (which are annual general meetings) shall be held once at least in each subsequent calendar year. 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.
- (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.
- (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 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.
- (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.

- (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.
- (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.
- (7) The Board may whenever it thinks fit and shall on the requisition in writing of one or more holders representing not less 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.
- (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.
- (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.
- (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.

## 15. NOTICE OF GENERAL MEETINGS

- (1) Not less than 21 clear calendar 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 (including the Transfer Agent) 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.
- (2) Notices of general meetings will be sent to Euroclear Nederland and published in a Dutch national daily newspaper at least 15 days before the date of the meeting and in the Official Price List of Euronext Amsterdam.
- (3) 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.

## 16. PROCEEDINGS AT GENERAL MEETINGS

- (1) The ordinary business of a general meeting shall be to receive and consider the profit and loss account and the balance sheet of the Company and the reports of the Directors and the Auditors, to elect Directors and appoint Auditors in the place of

those retiring, to fix the remuneration of the Directors and Auditors, to sanction or declare dividends and to transact any other ordinary business which ought to be transacted at such meeting. All other business shall be deemed special and shall be subject to notice as hereinbefore provided.

- (2) The quorum for a general meeting at which only ordinary business is to be transacted shall be 2 Members present in person or by proxy and entitled to vote. If within 30 minutes from the time appointed for such a 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 paragraph (9)) no notice of adjournment need be given. On the resumption of the adjourned meeting, those Members present in person or by proxy shall constitute the quorum.
- (3) The quorum for a general meeting at which any business deemed special is to be transacted shall be Members present in person or by proxy holding not less than 50% of the total voting rights of the Members having the right to attend and vote at such a meeting PROVIDED THAT if any Member present in person or by proxy at the meeting holds shares registered in such Member's name as record owner thereof directly or indirectly for the account of one or more ultimate beneficial owners, whether through the Euroclear or Clearstream Luxembourg System or otherwise, such Member shall, for the purposes of this Article, be deemed only to have the power to vote in respect of shares in respect of which such Member has received binding voting instructions from such ultimate beneficial owner(s) and the chairman of the meeting, as a condition to permitting such Member to be counted in the quorum in respect of such shares, may require such written evidence from such Member of such binding instructions as shall be deemed satisfactory by the chairman in his sole and absolute discretion.
- (4) If within 30 minutes from the time appointed for a general meeting at which any business deemed special is to be transacted a quorum is not present the meeting 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 paragraph (9)) no notice of adjournment need be given. On the resumption of an adjourned meeting, Members present in person or by proxy holding not less than 25% of the total voting rights of the Members having the right to attend and vote at such a meeting shall constitute the quorum PROVIDED THAT if any Member present in person or by proxy at the meeting holds shares registered in such Member's name as record owner thereof directly or indirectly for the account of one or more ultimate beneficial owners, whether through the Euroclear or Clearstream Luxembourg System or otherwise, such Member shall, for the purposes of this Article, be deemed only to have the power to vote in respect of shares in respect of which such Member has received binding voting instructions from such ultimate beneficial owner(s) and the chairman of the meeting, as a condition to permitting such Member to be counted in the quorum in respect of such shares, may require such written evidence from such Member of such binding instructions as may be deemed satisfactory by the chairman in his sole and absolute discretion.
- (5) If within 30 minutes from the time appointed for any general meeting resumed under paragraph (4) a quorum is not present, the meeting shall stand adjourned for a further 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 paragraph (9)) no notice of adjournment need be given. On the resumption of the adjourned meeting, Members

present in person or by proxy holding not less than 15% of the total voting rights of the Members having the right to attend and vote at such a meeting shall constitute the quorum PROVIDED THAT if any Member present in person or by proxy at the meeting holds the shares registered in such Member's name as record owner thereof directly or indirectly for the account of one or more ultimate beneficial owners, whether through the Euroclear or Clearstream Luxembourg System or otherwise, such Member shall, for the purposes of this Article, be deemed only to have the power to vote in respect of shares in respect of which such Member has received binding voting instructions from such ultimate beneficial owner(s) and the chairman of the meeting, as a condition to permitting such Member to be counted in the quorum in respect of such shares, may require such written evidence from such Member of such binding instructions as may be deemed satisfactory by the chairman in his sole and absolute discretion.

- (6) If within 30 minutes from the time appointed for any general meeting resumed under paragraph (5) a quorum is not present, the meeting shall stand adjourned for a further 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 paragraph (9)) no notice of adjournment need be given. On the resumption of the adjourned meeting, the quorum shall be 2 Members present in person or by proxy and entitled to vote. If within 30 minutes from the time appointed for such a meeting a quorum is not present, the meeting 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 paragraph (9)) no notice of adjournment need be given. On the resumption of the adjourned meeting, those Members present in person or by proxy shall constitute the quorum.
- (7) For the purposes of paragraphs (3), (4) and (5), where a Member present in person or by proxy informs the chairman of the meeting that he holds the shares registered in such Member's name for his own benefit, the chairman may require such Member to produce a certificate to that effect as a condition to permitting such Member to be counted in the quorum.
- (8) 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 5 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.
- (9) 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.
- (10) 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.

- (11) 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:
  - (a) by the chairman; or
  - (b) by one Member present in person or by proxy provided he represents at least one-tenth of the subscribed capital; or
  - (c) by 2 Members present in person or by proxy.

The demand for a poll may be withdrawn.

- (12) 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.
- (13) 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.
- (14) 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.
- (15) 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.
- (16) 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.

## 17. VOTES OF MEMBERS

- (1) Subject as provided elsewhere in these Articles and to any special rights or restrictions for the time being attached to any class of share:
  - (a) On a show of hands, every Member present in person or by proxy shall have one vote;
  - (b) On a poll, every Member present in person or by proxy shall have one vote for each share held by him PROVIDED THAT, in connection with any poll (other than a poll relating to election of directors (other than the Director appointed by the Member holding the Class B Share)), and provided, further, that, in connection with any poll, shares with respect to which the Investment Manager or any of its Affiliates has the power to determine the vote

(including, but not limited to, shares held by the record owner thereof directly or indirectly for the account of the Investment Manager or any of its Affiliates as ultimate beneficial owner, whether through the Euroclear or Clearstream Luxembourg System or otherwise) (“Investment Manager Shares”) shall have a number of votes equal to the lesser of (i) one vote for each Investment Manager Share and (ii) 15% of the number of voting shares outstanding on the record date for the relevant meeting of Members; and provided, further, that, in connection with any poll relating to election of directors (other than the Director appointed by the Member holding the Class B Share), the Investment Manager Shares shall have a number of votes equal to the lesser of (i) one vote for each Investment Manager Share and (ii) 3/17 of the number of votes validly cast by all persons other than the Investment Manager and its Affiliates (or persons acting on their instructions) in such poll. In determining the number of votes to which the Investment Manager Shares are entitled in connection with any poll, the Company may rely upon a written certificate from the Investment Manager as to the total number of votes cast directly or indirectly by the Investment Manager and its Affiliates, taken together (including, but not limited to, votes cast by the Investment Manager or any of its Affiliates, as ultimate beneficial owner, through the Euroclear or Clearstream Luxembourg System), the number of affirmative votes so cast by such persons and the number of negative votes so cast by such persons, PROVIDED THAT the Company shall also take into account any other information available to it regarding the number of votes so cast by such persons. To determine the number of votes to which the Investment Manager Shares are entitled in connection with any poll, the Company shall proceed as follows:

- (A) The Company shall calculate the number of votes cast by all persons other than the Investment Manager and its Affiliates, which shall equal the difference between (I) the total number of votes cast in connection with such poll and (II) the total number of votes cast directly or indirectly by the Investment Manager and its Affiliates, taken together, as determined by the Company;
- (B) The Company shall calculate, as applicable, either (a) 15% of the number of voting shares outstanding on the record date for the relevant meeting of Members or (b) 3/17 of the number of votes cast by all persons other than the Investment Manager and its Affiliates;
- (C) If the amount calculated as described in paragraph (B) is greater than or equal to the number of votes cast directly or indirectly by the Investment Manager and its Affiliates, as determined by the Company, then the Investment Manager Shares shall be entitled to one vote per share held by them in connection with the relevant poll;
- (D) If the product referred to in paragraph (B) is less than the number of votes cast directly or indirectly by the Investment Manager and its Affiliates, as determined by the Company, then the Investment Manager Shares shall be entitled to a number of votes equal to that product, which will be divided between affirmative votes and negative votes in the same proportion as the votes actually cast by the Investment Manager and its Affiliates (as certified by the Investment Manager). The foregoing notwithstanding, the Board may, in its sole discretion, waive this limit and permit the Investment Manager

Shares to cast one vote per Investment Manager Share in connection with any poll.

- (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.
- (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.
- (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 votes he uses in the same way. A Member may appoint any person (whether or not a Member) to act as his proxy at any meeting of Members (or of any class of Members) in respect of all or a particular number of the shares held by him. A Member may appoint more than one person to act as his proxy and each such person shall act as proxy for the Member for the number of shares specified in the instrument appointing the person a proxy. If a Member appoints more than one person to act as his proxy, each instrument appointing a proxy shall specify the number of shares held by the Member for which the relevant person is appointed his proxy.
- (5) Each duly appointed proxy has the same rights as the Member by whom he was appointed to:
  - (a) speak at a meeting; and
  - (b) vote at a meeting in respect of the number of shares held by the Member for which the relevant proxy is appointed his proxy.
- (6) If a Member appoints more than one proxy (but subject to the voting instructions (if any) given by the Member), no proxy appointed by the Member need:
  - (a) use all his votes or cast all the votes he uses in the same way in respect of any resolution; and
  - (b) cast all the votes used by him in respect of any resolution in the same way as any other proxy appointed by the Member.
- (7) Unless the Board otherwise decides, 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 or other amounts 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.
- (8) 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.

- (9) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation under its common seal or under the hand of an officer or attorney duly authorised.
- (10) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default unless the Board directs otherwise the instrument of proxy shall not be treated as valid.
- (11) The instrument appointing a proxy may be in any form which the Board may approve and may include an instruction by the appointor to the proxy either to vote for or against any resolution to be put to the meeting.
- (12) 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.
- (13) 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.
- (14) 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. The corporation will for the purpose of these Articles be deemed to be present in person at a meeting if a representative is present.
- (15) If:
  - a) at any time when the Company is not subject to the City Code or any successor regime (whether statutory or non-statutory) governing the conduct of takeovers and mergers in the UK or any similar regime which includes rules requiring mandatory takeover bids in either Guernsey or in the Netherlands;
  - (ii) any person (and/or any person(s) held by the Board in their absolute discretion to be “acting in concert” (as that term is defined in the City Code) with him) acquires Shares in the Company in circumstances where he (whether or not with any such other person(s) would (in the opinion of the Board) have been obliged under the City Code to extend a general offer (a “**Mandatory Offer**”) to the holders of any other Shares in the Company had the Code applied to the Company (such person or persons who would from

time to time have been required to have made such an offer being the “**Mandatory Offeror(s)**”); and

- (iii) the Mandatory Offeror(s) fail(s) to make such an offer to the other Members on terms and conditions as are no less favourable (in the opinion of the Board) than he/they would have been obliged to offer under the provisions of the Code had it applied (a “**Compliant Offer**”) within 21 days following the date on which the obligation would have arisen,

the Board is entitled, but not obliged, to suspend with immediate effect all voting rights attributable to the shares in the Company held directly or indirectly by the Mandatory Offeror(s) from time to time and any shares in respect of which the Mandatory Offeror(s) from time to time is able to direct the voting rights. Any such suspension may, at the absolute discretion of the Board, extend for any period during which the obligation to make a Mandatory Offer would have continued to exist under the Code unless and until a Compliant Offer is made. The Board has no liability to the Mandatory Offeror(s) or any other Member of the Company for the manner in which they exercise or refrain from exercising any suspension powers under these Articles or for any determination which the Board makes as to the application of the provisions of these Articles to any particular circumstances.

## 18. **NUMBER AND APPOINTMENT OF DIRECTORS**

- (1) The first Directors of the Company shall be appointed by the subscribers to the Memorandum. Until otherwise determined by the Board, the number of Directors shall be not less than 5. One Director (only) may be an employee of the AXA Group, but such Director may not be an employee of the Investment Manager or one of its direct or indirect subsidiaries. At no time will (i) fewer than one Director be resident in Guernsey or (ii) more than one Director be resident in France. At no time will a majority of the Board be resident in the United Kingdom.
- (2) 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. Irrespective of the terms of his appointment, a Director so appointed shall hold office only until the next following annual general meeting. If not re-appointed at such annual general meeting, he shall vacate office at its conclusion.
- (3) The chairman of the Company from time to time (the “**Chairman**”) (or in his absence the eldest member of the Board present) shall preside at Board meetings. The Chairman (or in his incapacity or absence, such other person located within Guernsey as may be designated by the Board) shall have the authority to execute instruments on behalf of the Company. The first Chairman shall be appointed to the Board for an initial period of three years. The other first Directors shall be appointed to the Board for an initial period of two years. After the first two years, the terms of appointment for the Directors may be staggered, with one directorship candidate standing for re-election for a one year term, one standing for election or re-election for a two year term, and two standing for election or re-election for a three year term. The Director elected by the Member holding the Class B Share (if any) shall be elected for a three year term. Thereafter, the Chairman and each of the other Directors shall stand for election or re-election for three year terms in years in which their terms expire. The Board shall decide which individuals to nominate for election or re-election. The Chairman may not be resident in France or affiliated with the Investment Manager.

- (4) 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 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 to be elected.
- (5) 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 paragraph (2)) fill up any other vacancies.
- (6) 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.
- (7) At a general meeting a motion for the appointment of 2 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.
- (8) The Director appointed by the holder of the Class B Share shall not be precluded from voting with respect to matters relevant to the Company's interactions with the Investment Manager.

19. **QUALIFICATION AND REMUNERATION OF DIRECTORS**

- (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.
- (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 €60,000 per annum (plus in each case an additional fee of €10,000 per meeting for each of the first four meetings of the Board attended in person in Guernsey by such Director in any calendar year), or €120,000 per annum in respect of the Chairman, or such larger 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.
- (3) 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.

- (4) 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.
- (5) 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 but any such salary or remuneration will be subject to prior approval by a majority of the votes cast at a General Meeting.
- (6) 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.
- (7) No more than one Director of the Company may at any time be a director, officer or employee of the Investment Manager or one of its Affiliates.

## 20. **ALTERNATE DIRECTORS**

- (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. Every such appointment shall be effective and the following provisions shall apply:
  - (a) if his appointor so directs the Secretary, to notice of meetings of the Directors; and
  - (b) 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.
- (2) Every alternate Director while he holds office as such shall be entitled:
  - (a) if his appointor so directs the Secretary, to notice of meetings of the Directors; and
  - (b) 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.
- (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.

- (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.
- (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.
- (6) The Director appointed by the Investment Manager that holds the Class B Share may appoint an alternate to serve in his or her place under unusual circumstances when this Director is unable to attend a meeting and such alternate Director may be a director, officer or employee of the Investment Manager or one of its Affiliates.
- (7) 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.
- (8) An alternate Director shall be a resident of the same jurisdiction as the appointing Director but save as set out above, may not be a director, officer or employee of the Investment Manager or one of its Affiliates.

## 21. **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.

## 22. **OTHER POWERS AND DUTIES OF THE BOARD**

- (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.
- (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.
- (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.

- (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.
- (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 disclose the nature 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.
- (6) A Director may not vote on or, subject to the provisions of these Articles, 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:
  - (a) 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 subsidiary undertakings;
  - (b) the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part, either alone or jointly with others, under a guarantee or indemnity or by the giving of security;
  - (c) a contract, arrangement, transaction or proposal concerning an offer of shares, debentures or other securities of the Company or any of its subsidiary

undertakings for subscription or purchase, in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;

- (d) a contract, arrangement, transaction or proposal to which the Company is or is to be a party concerning another company (including a subsidiary of the Company) in which he (directly or indirectly) is interested and whether as an officer, shareholder, creditor or otherwise (a “relevant company”), if he does not to his knowledge hold an interest in shares representing 1% or more of either any class of the equity share capital of or the voting rights in the relevant company;
  - (e) any contract, arrangement, transaction or proposal relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings (including any pension fund or retirement, death or disability scheme) which does not award him any privilege or benefit not generally awarded to the employees to which such arrangement relates; and
  - (f) 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.
- (7) For the purposes of this Article a person shall be treated as being connected with a Director if that person is:
- (a) a spouse, child (under the age of eighteen) or step child (under the age of eighteen) of the Director; or
  - (b) 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
  - (c) a trustee (acting in that capacity) of any trust, the beneficiaries of which include the Director or persons falling within paragraphs (a) or (b) above excluding trustees of an employees’ share scheme or pension scheme; or
  - (d) a partner (acting in that capacity) of the Director or persons in categories (a) to (c) above.
- (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.

- (9) A Director may hold any other office or place of profit with the Company (other than Auditor or Auditor of a subsidiary of the Company) 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.
- (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.
- (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.
- (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.
- (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.
- (14) The Board shall cause minutes to be made in books provided for the purpose:
- (a) of all appointments of officers;
  - (b) of the names of the Directors present at each meeting of the Board and of any committee;

- (c) 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.

- (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.
- (16) The Company may by ordinary resolution suspend or relax any of the provisions set out in this Article.

### 23. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- (1) The office of a Director shall *ipso facto* be vacated:
  - (a) if he (not being a person holding for a fixed term an executive office subject to termination if he ceases from any cause to be a Director) resigns his office by written notice signed by him sent to or deposited at the Office;
  - (b) 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;
  - (c) if he becomes bankrupt, insolvent, suspends payment or compounds with his creditors;
  - (d) if he is requested to resign by written notice signed by all his co-Directors;
  - (e) if the Company by ordinary resolution shall declare that he shall cease to be a Director;
  - (f) if he becomes resident in the United Kingdom and, as a result thereof, a majority of the Directors are resident in the United Kingdom; or
  - (g) if he shall become prohibited by law from acting as a Director.

PROVIDED THAT there shall be no age limit for retirement.

- (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.

24. **PROCEEDINGS OF DIRECTORS**

- (1) The Board shall meet at least four times each year. 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 have a second or casting vote. All meetings of Directors shall take place in Guernsey and any decision reached or resolution passed by the Directors at any meeting held outside of Guernsey shall be invalid and of no effect.
- (2) Under extraordinary circumstances 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.
- (3) The Board shall also determine the notice necessary for its meetings and the persons to whom such notice shall be given. Without limiting the generality of the foregoing, any one Director is entitled to convene a meeting of the Board upon at least 10 days' prior written notice to the other Directors, which notice may be waived by unanimous agreement of all the Directors.
- (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.
- (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.
- (6) The Board may delegate any of their powers to committees consisting of such one or more Directors as they think fit. Such Committees shall meet only outside the United Kingdom. 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.
- (7) The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be 3 PROVIDED THAT the Directors resident in the United Kingdom may not constitute a majority in such quorum and, in the case of a meeting under extraordinary circumstances via video link or telephone conference call or other electronic or telephonic means of communication, Directors physically present in the United Kingdom (or their alternate Directors, as the case may be) may not constitute a majority in such quorum. For the purposes of this Article an alternate Director appointed by a Director shall be counted in a quorum at a meeting at which the Director appointing him is not present.
- (8) 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.

25. **EXECUTIVE DIRECTOR**

- (1) The Board may appoint one or more of their number to hold employment or executive office with the Company for such term and on such other terms and conditions as the Board thinks fit. The Board may revoke or terminate an appointment, without prejudice to a claim for damages for breach of the contract of service between the Director and the Company or otherwise. The salary or other remuneration of a Director appointed to hold employment or executive office may be a fixed sum of money, or wholly or in part governed by business done or profits made, or as otherwise decided by the Directors, and may be in addition to or instead of a fee payable to him for his services as Director. Any such salary or other remuneration for services as an employee or executive officer will be subject to prior approval by a majority of votes cast at a general meeting.
- (2) The Board may enter into an agreement or arrangement with any Director for the provision of any services outside the scope of the ordinary duties of a Director. Any such agreement or arrangement may be made on such terms and conditions as the Board think fit and the Board may remunerate any such Director for his services as they think fit (whether by way of salary, percentage of profits or otherwise and either in addition to or in substitution for any other remuneration which he may be entitled to receive).
- (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.

26. **SECRETARY**

- (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.
- (2) No person shall be appointed or hold office as Secretary who is:
  - (a) the sole Director of the Company, or
  - (b) a corporation the sole Director of which is the sole Director of the Company, or
  - (c) the sole Director of a corporation which is the sole Director of the Company.

27. **THE SEAL**

- (1) The Company may have a common seal (the "**Seal**") and if the Directors resolve to adopt a Seal the following provisions shall apply.
- (2) The Seal shall have the Company's name engraved on it in legible letters.

- (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 2 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.
- (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.

## 28. **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.

## 29. **DIVIDENDS**

- (1) The Company may by ordinary resolution declare dividends but no dividend shall exceed the amount recommended by the Board.
- (2) No dividend shall be paid otherwise than out of the profits of the Company available for distribution.
- (3) Subject to Article 6, 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 declared and paid, but no amount paid up on a share in advance of a call may be treated for these purposes as paid up on the share. Except as otherwise so provided, dividends will be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.
- (4) The Board may at any time declare and pay such interim dividends as appear to be justified by the position of the Company provided that no interim dividend shall be declared or paid on shares which do not confer preferred rights with regard to dividend if, at the time of declaration, any dividend on shares which do confer a right to a preferred dividend is in arrears.
- (5) Subject to the Laws, where any asset, business or property is bought by the Company as from a past date whether such date be before or after the incorporation of the Company profits and losses as from such date may at the discretion of the Board in whole or in part be carried to revenue account and treated for all purposes as profits and losses of the Company. Subject as aforesaid if any shares or securities are purchased cum dividend or interest such dividend or interest may at the discretion of the Board be treated as revenue and it shall not be obligatory to capitalise all or part of the same.

- (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.
- (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.
- (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.
- (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 by the Company directly or through the Transfer Agent (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 any relevant settlement 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.
- (10) No dividend or other moneys payable on or in respect of a share shall bear interest against the Company.
- (11) All unclaimed dividends may be invested or otherwise made use of by the Board for the benefit of the Company 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.
- (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.
- (13) The amount of any taxes withheld in respect of taxable income or gain allocated to a holder of any shares will be treated as a distribution to such holder.
- (14) 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 3 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.

- (15) 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.
- (16) 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.
- (17) 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 Member (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.
- (18) Subject to the Laws, the Board may, if authorised by an ordinary resolution, offer those Members of a particular class of shares in respect of any dividend the right to elect to receive shares by way of scrip dividend instead of cash.

### 30. RESERVES

- (1) (a) The Board may establish a non-distributable reserve to be called the “**capital reserve**” and may either carry to the credit of such reserve from time to time, or apply in providing for depreciation or contingencies, all capital profits arising on the sale, transfer, conversion, payment off or realisation of any investments or other capital assets of the Company in excess of the book value thereof, all other capital profits and all unrealised appreciation of investments or other assets representing or in the nature of accretion to capital assets. Any losses realised on the sale, transfer, conversion, payment off or realisation of any investments or other capital assets and provisions in respect of the diminution in value or depreciation in the value of capital assets may be carried to the debt of the capital reserve except in so far as the Board may in their discretion decide to make good the same out of other funds of the Company.
- (b) Subject to the Laws, where any assets, business or property is bought by the Company as from a past date whether such date be before or after the incorporation of the Company profits and losses as from such date may at the discretion of the Directors in whole or in part be carried to revenue account and treated for all purposes as profits and losses of the Company. Subject as aforesaid if any shares or securities are purchased cum dividend or interest (or, in the case of debt securities with a fixed final repayment date, at a discount to the final capital repayment amount) such dividend or interest (or, in the case of debt securities with a fixed final repayment date purchased at a premium to the final capital repayment amount, such discount amortised over the period to the final repayment date) may at the discretion of the Board be treated as revenue and will not be obligatory to capitalise all or part of the same.

- (c) The Board may determine whether any amount received by the Company is to be dealt with as income or capital or partly one and partly the other, and whether any cost, liability or expense (including any costs incurred or sums expended in connection with the management of the assets of the Company and any finance costs (including, without limitation, any interest payable by the Company in respect of its borrowings)) is to be treated as a cost, liability or expense chargeable to capital or to revenue or partly one and partly the other, and to the extent the Board determine that any such cost, liability or expense should be apportioned to capital the Board may debit or charge the same to the capital reserve.
  - (d) Any reserves or other sums arising on the reduction or cancellation of any share premium account or capital redemption reserve of the Company will not be treated as capital for the purposes of the Articles and will not be carried to the credit of the capital reserve.
  - (e) All sums carried and standing to the capital reserve may be applied for any of the purposes to which sums standing to any revenue reserve are applicable except and PROVIDED THAT no part of the capital reserve may in any event be transferred to revenue account or be regarded or treated as profits of the Company available for distribution as dividend or otherwise applied in paying dividends on any shares in the Company's capital.
  - (f) Notwithstanding any other provision of the Articles, the Company is not prohibited from redeeming or purchasing its own shares out of its capital profits or other amounts standing to the capital reserve.
- (2) The Board may, with the authority of an ordinary resolution of the Company:
- (a) resolve to capitalise any undistributed profits of the Company or any part of the amount for the time being standing to the credit of any of the Company's reserve accounts (including a capital reserve, profit and loss account or revenue reserve) or subject as hereinafter provided any such amount standing to the credit of a share premium account or capital redemption reserve fund, whether or not available for distribution;
  - (b) appropriate the sum resolved to be capitalised to the Members who, in the case of any amount capable of being distributed by way of dividend, would have been entitled thereto if so distributed or, in the case of any amount not so capable, to the Members who would have been entitled thereto on a winding-up of the Company and in either case in the same proportions and apply that sum on their behalf in or towards:
    - (i) paying up the amounts (if any) for the time being unpaid on shares held by them respectively, or
    - (ii) paying up in full unissued shares or debentures of a nominal amount equal to that sum,

And allot the shares or debentures, credited as fully paid, to the Members (Or as they may direct) in those proportions, or partly in one way and partly in the other, but the share premium account and the capital redemption reserve

fund may, for the purpose of this Article, only be applied in paying up unissued shares to be allotted to Members credited as fully paid;

- (c) make any arrangements it thinks fit to resolve a difficulty arising in the distribution of a capitalised reserve and in particular, without limitation, where shares or debentures become distributable in fractions the Board may deal with the fractions as it thinks fit, including issuing fractional certificates, disregarding fractions or selling shares or debentures representing the fractions to a person for the best price reasonably obtainable and distributing the net proceeds of the sale in due proportion amongst the Members (except that if the amount due to a Member is less than €5, or such other sum as the Board may decide, the sum may be retained for the benefit of the Company).

### 31. ACCOUNTS

- (1) The Board shall cause proper books of account to be kept with respect to all the transactions assets and liabilities of the Company in accordance with the Laws.
- (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.
- (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.
- (4) A copy of every balance sheet and of all documents annexed thereto including the reports of the Directors and the Auditors shall at least 21 days before the date of the meeting be delivered or sent by post to each of the registered holders and to the Auditors. Any holder may by written notice served on the Company waive this requirement.

### 32. AUDITORS

- (1) A Director shall not be capable of being appointed as an Auditor.
- (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.

- (3) The first Auditors shall be appointed by the Board before the first annual general meeting and they shall hold office until the first annual general meeting unless previously removed in which case the Members at such meeting may appoint the Auditors.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) Any Auditor shall be eligible for re-election.

### 33. **UNTRACEABLE MEMBERS**

- (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:
  - (a) for a period of 12 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 12 years the Company has paid at least three dividends whether interim or final;
  - (b) the Company has at the expiration of the said period of 12 years by advertisement in a newspaper circulating in the area in which the address referred to in sub-paragraph (a) above is located given notice of its intention to sell such shares;
  - (c) 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
  - (d) 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.

- (2) 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.

#### 34. NOTICES

- (1) A notice may be given by the Company (either directly or indirectly through the Transfer Agent) to any Member either personally or by sending it by prepaid post addressed to such Member at his registered address or if he desires that notices shall be sent to some other address or person to the address or person nominated for such purpose. Notices to be posted to addresses outside the Channel Islands and the United Kingdom shall so far as practicable be forwarded by prepaid airmail.
- (2) The Company shall, where no other period is specified in these Articles, give all Members sufficient notice to enable them to exercise their rights or comply with the terms of the notice.
- (3) Any notice or other document, if served by post, shall be deemed to have been served 24 hours after the time when the letter containing the same is posted (or such other mandatory period as may from time to time be specified by the Laws) and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and duly posted. A notice given by advertisement shall be published in at least one UK national newspaper and one daily newspaper circulated widely in each of Guernsey and Jersey and shall be deemed to have been served before noon the day on which the advertisement appears.
- (4) 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.
- (5) Any notice or document delivered or sent by post to or left at the registered address of any Member shall notwithstanding the death, disability or insolvency of such Member and whether the Company has notice thereof be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in any such share.
- (6) Any document or notice which, in accordance with these Articles, may be sent by the Company (either directly or indirectly through the Transfer Agent) by electronic communication shall, if so sent, be deemed to be received at the expiration of 24 hours after the time it was sent. Proof (in accordance with the formal recommendations of best practice contained in the guidance issued by the Institute of

Chartered Secretaries and Administrators) that an electronic communication was sent by the Company shall be conclusive evidence of such sending.

- (7) 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.
- (8) A person entitled to a share in consequence of the death or bankruptcy of a Member or otherwise by operation of law, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also a postal address for the service of notices, shall be entitled to have served upon or delivered to him at such address any notice or document to which the said Member would have been entitled, and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent to any Member in pursuance of these Articles shall, notwithstanding that such Member be then dead or bankrupt or in liquidation, and whether or not the Company has notice of his death or bankruptcy or liquidation, be deemed to have been duly served or delivered in respect of any share registered in the name of such Member as sole or first-named joint holder.
- (9) Where under these Articles a document requires to be signed by a Member or other person then, if in the form of an electronic communication, it must to be valid incorporate the electronic signature or personal identification details (which may be details previously allocated by the Company) of that Member or other person, in such form as the Directors may approve, or be accompanied by such other evidence as the Directors may require to satisfy themselves that the document is genuine. The Company may designate mechanisms for validating any such document, and any such document not so validated by use of such mechanisms shall be deemed not to have been received by the Company.
- (10) Any Member may notify the Company (or the Transfer Agent) of an address for the purpose of his receiving electronic communications from the Company, and having done so shall be deemed to have agreed to receive notices and other documents from the Company by electronic communication of the kind to which the address relates. In addition, if a Member notifies the Company of his e-mail address, the Company may satisfy its obligation to send him any notice or other document by:
  - (a) publishing such notice or document on a web site; and
  - (b) notifying him by e-mail to that e-mail address that such notice or document has been so published, specifying the address of the web site on which it has been published, the place on the web site 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 Laws, (ii) the place, date and time of the meeting, (iii) whether the meeting is to be an annual or extraordinary general meeting and (iv) such other information as the Laws may prescribe.
- (11) An electronic communication shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

### 35. WINDING UP

- (1) 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.
- (2) If the Company shall be wound up the Liquidator may with the authority of a special resolution divide among the Members *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 of property, and may determine the basis of those valuations and in accordance with the then existing rights of Members 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.
- (3) 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.

### 36. 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 fraud, gross negligence or wilful misconduct 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 if the same shall happen by or through their own fraud, gross negligence or wilful misconduct.

### 37. 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 a subsidiary undertaking of the Company or otherwise associated with the Company or any subsidiary undertaking or in which the Company or any such subsidiary undertaking 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.

**38. INSPECTION OF DOCUMENTS**

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.

