

Jersey Registered Number: 101523

RCS Luxembourg B: 141 159

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
of
Regus plc

(a public limited company incorporated and existing in Jersey
with registered number 101523 and registered office in Jersey
and having its place of central administration (head office) in Luxembourg and
accordingly being registered in Luxembourg under number RCS Luxembourg B 141 159)

(Adopted on 20 August 2008 and amended by special resolution on 10 October 2008 [and 19 May 2009](#))

Companies (Jersey) Law 1991

MEMORANDUM OF ASSOCIATION

of

Regus plc

(a public limited company incorporated and existing in Jersey with registered number 101523 and registered office in Jersey and having its place of central administration (head office) in Luxembourg and accordingly being registered in Luxembourg under number RCS Luxembourg B 141 159)

1. The name of the company is Regus plc.
2. The company is a public company.
3. The company is a par value company.
4. The authorised share capital of the company is £80,000,000 divided into 8,000,000,000 shares designated as Ordinary Shares with a par value of 1p each.
5. The issued share capital of the company as at 14 October 2008 is £9,509,698.22 divided into 950,969,822 shares designated as Ordinary Shares with a par value of 1p each.
6. The liability of a member of the company is limited to the amount unpaid (if any) on such member's share or shares.
7. The company is established for an unlimited duration.
8. The objects for which the company is established are:-
 - (A) To carry on business as a general commercial company and to carry on any trade or business whatsoever.
 - (B) To acquire any estate or interest in and to take options over, construct, develop or exploit any property, real or personal, and rights of any kind and the whole or any part of the undertaking, assets and liabilities of any person and to act as a holding company.
 - (C) To provide services of all descriptions.
 - (D) To lend money and grant or provide credit and financial accommodation to any person and to deposit money with any person.
 - (E) To invest money of the company in any investments and to hold, sell or otherwise deal with investments or currencies or other financial assets.

- (F) To enter into any arrangements with any government or authority or person and to obtain from any government or authority or person any legislation, orders, rights, privileges, franchises and concessions.
- (G) To borrow and raise money and to secure or discharge any debt or obligation in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the company or by the creation and issue of securities.
- (H) To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the company or by both such methods or in any other manner, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums, interest, dividends and other moneys payable on or in respect of any securities or liabilities of, any person, including (without prejudice to the generality of the foregoing) any company which is at the relevant time a subsidiary or a holding company of the company or another subsidiary of a holding company of the company or otherwise associated with the company.
- (I) To amalgamate or enter into partnership or any profit-sharing arrangement with, or to co-operate or participate in any way with, or to take over or assume any obligation of, or to assist or subsidise, any person.
- (J) To sell, exchange, mortgage, charge, let, grant licences, easements, options and other rights over, and in any other manner deal with, or dispose of, all or any part of the undertaking, property and assets (present and future) of the company for any consideration and in particular (without prejudice to the generality of the foregoing) for any securities or for a share of profit or a royalty or other periodical or deferred payment.
- (K) To issue and allot securities of the company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the company or any services rendered to the company, to the extent permitted by the Luxembourg Companies Laws, or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose, and to give any remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of, any securities of the company or in or about the formation of the company or the conduct or course of its business.
- (L) To establish or promote, or concur or participate in establishing or promoting, any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to act as director of and as secretary, manager, registrar or transfer agent for any other company.

- (M) To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the company, and to procure the registration of the company in or under the laws of any place outside Jersey.
- (N) To the extent permitted by the Applicable Companies Laws, to give financial assistance for the purpose of the acquisition of shares of the company or any company which is at the relevant time the company's holding company or subsidiary or another subsidiary of any such holding company or for the purpose of reducing or discharging a liability incurred for the purpose of such an acquisition.
- (O) To grant or procure the grant of donations, gratuities, pensions, annuities, allowances or other benefits, including benefits on death, to, or purchase and maintain any type of insurance for or for the benefit of, any directors, officers or employees or former directors, officers or employees of the company or any company which at any time is or was a subsidiary or a holding company of the company or another subsidiary of a holding company of the company or otherwise associated with the company or of any predecessor in business of any of them, and to the relations, connections or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the company or whom the board of directors of the company considers have any moral claim on the company or to their relations, connections or dependants, and to establish or support any funds, trusts, insurances or schemes or any associations, institutions, clubs or schools, or to do any other thing likely to benefit any such persons or otherwise to advance the interests of such persons or the company or its members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of such persons or the company or its members or for any national, charitable, benevolent, educational, social, public, general or useful object.
- (P) To cease carrying on or to wind up any business or activity of the company, and to cancel any registration of and to wind up or procure the dissolution of the company in any state or territory.
- (Q) To distribute any of the property of the company among its creditors and members or any class of either in cash, in specie or in kind.
- (R) To do all or any of the above things or matters in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (S) To carry on any other activity and do anything of any nature which in the opinion of the board of directors of the company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the company's undertaking property or assets or otherwise to advance the interests of the company or of its members.
- (T) To do any other thing which in the opinion of the board of directors of the company is or may be incidental or conducive to the attainment of the above objects or any of them.
- (U) In this clause "**company**", except where used in reference to this company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and

whether formed, incorporated, domiciled or resident in Jersey or elsewhere, "**person**" shall include any company as well as any other legal or natural person, "**securities**" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "**and**" and "**or**" shall mean "**and/or**" where the context so permits, "**other**" and "**otherwise**" shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the company or the nature of any trade or business carried on by the company, or by the fact that at any time the company is not carrying on any trade or business but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of those paragraphs defined the objects of a separate, distinct and independent company.

Jersey Registered Number: 101523

RCS Luxembourg B: 141 159

ARTICLES OF ASSOCIATION

of

Regus plc

(a public limited company incorporated and existing in Jersey with registered number 101523 and registered office in Jersey and having its place of central administration (head office) in Luxembourg and accordingly being registered in Luxembourg under number RCS Luxembourg B [141 159](#) *pending*)

(Adopted on 20 August 2008 and amended by special resolution on 10 October 2008 [and 19 May 2009](#))

1. Corporate Status

The company is a public limited company incorporated in Jersey with its registered office in Jersey and has its central administration (head office) in Luxembourg.

Interpretation

2. Exclusion of other Regulations

The regulations constituting the Standard Table in the Companies (Standard Table) (Jersey) Order 1992 shall not apply to the company.

3. Definitions

(A) In these articles unless the context otherwise requires:-

“**address**” includes a number or address used for the purposes of sending or receiving documents or information by electronic means;

“**the Applicable Companies Laws**” means both the Jersey Companies Laws and the Luxembourg Companies Laws;

“**these articles**” means these articles of association as altered from time to time and the expression “**this article**” shall be construed accordingly;

“**the auditors**” means the auditors from time to time of the company or, in the case of joint auditors, any one of them;

“the Bank of England base rate” means the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the UK Bank of England Act 1998;

“the board” means the board of directors from time to time of the company or the directors present at a meeting of the directors at which a quorum is present;

“certificated share” means a share which is not an uncertificated share and references in these articles to a share being held in certificated form shall be construed accordingly;

“clear days” in relation to the period of a notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect;

“the company” means Regus plc;

“the Disclosure and Transparency rules” means the UK Disclosure and Transparency Rules relating to the disclosure of information in respect of financial instruments which have been admitted to trading on a regulated market or for which a request for admission to trading on such a market has been made, as published by the Financial Services Authority of the United Kingdom, as amended from time to time;

“the holder” in relation to any shares means the member whose name is entered in the register as the holder of those shares;

“Jersey” means the Island of Jersey;

“the Jersey Companies Laws” means the Companies (Jersey) Law 1991, as amended from time to time, the Uncertificated Securities Order and every statute (including any orders, regulations or other subordinate legislation made under it) from time to time in force concerning companies insofar as it applies to the company;

“the Listing Rules” means the rules which are made by the relevant competent authority for the purposes of the regulation of the official listing of the company’s securities, as amended from time to time;

“long term incentive scheme” means any arrangement (other than a retirement benefit plan, a deferred bonus or any other arrangement that is an element of a director’s remuneration package) which may involve the receipt of any asset (including cash or any security) by a director or employee of the company or any of its subsidiaries;

“Luxembourg” means the Grand Duchy of Luxembourg;

“the Luxembourg Companies Laws” means the Luxembourg Law dated 10 August 1915 on commercial companies (as amended from time to time), the Luxembourg law dated 19 December 2002 on the trade and companies register as well as on the accounting and annual accounts of undertakings (as amended from time to time) and every statute or law (including any orders, regulations or other subordinate legislation made under it) from time to time in force concerning companies insofar as it applies to

the company by reason of (and for as long as) the location of the company's central administration (head office) in Luxembourg;

"Luxembourg Official Gazette" means the *Mémorial C Recueil des Sociétés et Associations of Luxembourg*;

"member" means a member of the company;

"the office" means the registered office from time to time of the company in Jersey;

"Operator" bears the meaning given to "authorised operator" in the Uncertificated Securities Order, as amended from time to time, which at the date of adoption of these articles is a person approved or recognised by the Jersey Financial Services Commission under the Uncertificated Securities Order as being an operator of a computer system by means of which title to units of a security can be evidenced and transferred, in accordance with the Uncertificated Securities Order, without a written instrument, and whose approval or recognition is not for the time being suspended;

"paid up" means paid up or credited as paid up;

"participating class" means a class of shares title to which is permitted by an Operator to be transferred by means of a relevant system;

"person entitled by transmission" means a person whose entitlement to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law has been noted in the register;

"the register" means the register of members of the company;

"Regus UK" means Regus Group plc, a public limited company incorporated in England and Wales with registered number 04868977;

"relevant system" means any computer-based system and its related facilities and procedures that is provided by an Operator and by means of which title to units of a security can be evidenced and transferred, in accordance with the Uncertificated Securities Order, without a written instrument;

"the Scheme" means the scheme of arrangement proposed to be implemented (as described in a circular to be sent to shareholders of Regus UK in September 2008) between Regus UK and its ordinary shareholders, in its original form or with or subject to any modification, addition or condition approved or imposed by the court, to which scheme of arrangement the company proposes at the date of the adoption of these articles to consent;

"the secretary" means the secretary, or (if there are joint secretaries) any one of the joint secretaries, of the company and includes an assistant or deputy secretary and any person appointed by the board or the company pursuant to article 138 to perform any of the duties of the secretary, such duties to be determined by the Applicable Companies Laws and/or granted to the secretary by the board;

“subsidiary” has the meaning given to that term in the Companies (Jersey) Law 1991, as amended from time to time, which at the date of adoption of these articles is that a body corporate is a subsidiary of another body corporate if the second body (a) holds a majority of the voting rights in the first body; (b) is a member of the first body and has the right to appoint or remove a majority of the board of directors of the first body; or (c) is a member of the first body and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in the first body, or if the first body is a subsidiary of a body corporate which is itself a subsidiary of the second body;

“the UK Code on Takeovers and Mergers” means the United Kingdom City Code on Takeovers and Mergers, as issued and administered by the Panel on Takeovers and Mergers, which governs the fair treatment of shareholders by an offeror for the shares of a company and provides an orderly framework within which takeovers are conducted and any amendments thereto from time to time;

“the UK Combined Code” means the UK Combined Code on Corporate Governance published from time to time by the UK Financial Reporting Council;

“the UK Companies Act 1985” means the United Kingdom Companies Act 1985 (as in force at the date of adoption of these articles);

“the UK Companies Act 2006” means the United Kingdom Companies Act 2006 (as enacted at the date of adoption of these articles, whether or not in force);

“the Uncertificated Securities Order” means the Companies (Uncertificated Securities) (Jersey) Order 1999 as amended from time to time and any provisions of or under the Jersey Companies Laws which supplement or replace such Order;

“uncertificated share” means a share of a class which is at the relevant time a participating class, title to which is recorded on the register as being held in uncertificated form and references in these articles to a share being held in uncertificated form shall be construed accordingly; and

“United Kingdom” means the United Kingdom of Great Britain and Northern Ireland;

- (B) references to a document being **“signed”** or to **“signature”** include references to its being signed by hand or by any other method and, in the case of an electronic communication, such references are to its being authenticated by electronic means;
- (C) references to **“in writing”** include references to any method of representing or reproducing words in a legible and non-transitory form whether sent or supplied in electronic form or otherwise;
- (D) references to a document or information being sent or specified in **“hard copy”** form means that the document or information is sent or supplied in a paper copy or similar form capable of being read;
- (E) references to a document or information being sent or supplied in **“electronic form”** means that the document or information is sent or supplied by electronic means (for

example, by email or fax), or by any other means while in electronic form (for example, sending on a disk by post);

- (F) references to a document or information being sent or supplied by “**electronic means**” means that the document or information is sent initially and received at its destination by means of electronic equipment for the processing (which expression includes digital compression) or storage of data, and entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic means;
- (G) references to “**officer**” includes, in relation to a body corporate, a director, manager or secretary;
- (H) references to a “**meeting**” shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person;
- (I) in relation to a director, references to a “**person connected**” with that director includes (a) members of the director’s family (that is, the director’s spouse or civil partner; any other person with whom the director lives as partner in an enduring family relationship; the director’s children or step-children; any children or step-children (and who are not children or step-children of the director) who live with the director and have not attained the age of 18; or the director’s parents); (b) a body corporate with which the director is connected; (c) a person acting in his capacity as trustee of a trust the beneficiaries of which include the director or a person who by virtue of (a) or (b) is connected with him, the terms of which confer a power on the trustees that may be exercised for the benefit of the director or any such person, other than a trust for the purposes of an employees’ share scheme or a pension scheme; (d) a person acting in his capacity as partner of the director or of a person who, by virtue of (a), (b) or (c), is connected with that director; (e) a firm that is a legal person under the law by which it is governed and in which either the director is a partner, a partner is a person who, by virtue of paragraph (a), (b) or (c) is connected with the director, or a partner is a firm in which the director is a partner or in which there is a partner who, by virtue of paragraph (a), (b) or (c), is connected with the director.

This does not include a person who is himself a director of the company.

A director is connected with a body corporate if he and the persons connected with him together are (a) interested in shares comprised in the equity share capital (excluding treasury shares) of that body corporate of a nominal value equal to at least 20 per cent. of that share capital, or (b) entitled to exercise or control the exercise of more than 20 per cent. of the voting power at any general meeting of that body. For these purposes, references to voting power include voting power whose exercise is controlled by a body controlled by the director;

- (J) words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include bodies corporate and unincorporated associations;
- (K) headings are included only for convenience and shall not affect meaning; and

- (L) these articles are worded in English followed by a French translation and in case of any divergence between the English and French text, the English text shall prevail.

4. Form of Resolution

Where for any purpose an ordinary resolution of the company is required, a special resolution shall also be effective. An ordinary resolution of the company is passed by a simple majority of votes cast by the members present in person or by proxy and entitled to vote at a general meeting properly convened and quorate in accordance with these articles. A special resolution of the company is passed by a majority of two-thirds of the votes cast by the members present in person or by proxy and entitled to vote at an extraordinary general meeting (or annual general meeting) properly convened and quorate in accordance with these articles.

Share Capital

5. Share Capital

The authorised share capital and the issued share capital of the company are as specified in the memorandum of association of the company from time to time and the shares of the company shall have the rights and be subject to the conditions contained in these articles.

6. Rights Attached to Shares

Subject to the provisions of the Applicable Companies Laws and subject to and without prejudice to any rights attached to existing shares, any share may be issued with or have attached to it such rights and restrictions as the company may by special resolution decide or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the board may decide. The rights and restrictions attached to issued shares shall be set out in these articles.

7. Redeemable Shares

Subject to the provisions of the Applicable Companies Laws and to any rights attached to existing shares, redeemable shares may be issued at the option of the company or the holder. The terms and conditions of redemption of shares issued under this article shall be set out in these articles.

8. Purchase of Own Shares

- (A) Subject to the provisions of the Applicable Companies Laws, to these articles and to any rights attached to existing shares, the company may purchase or may enter into a contract under which it will or may purchase all or any of its shares of any class, including any redeemable shares. Neither the company nor the board shall be required to select the shares to be purchased rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares. Subject to the provisions of the Applicable Companies Laws and to any rights attached to existing shares, the company may hold any shares purchased by it as treasury shares for an unlimited period.

- (B) The company may only make a purchase of its shares under this article if:
- (i) the purchase has first been authorised by a special resolution of the company;
 - (ii) that special resolution specifies the maximum number of shares authorised to be purchased, which must not exceed 10 per cent. of the nominal value of the issued share capital (including shares held in treasury) of the company at the time the shares are purchased;
 - (iii) that special resolution determines both the maximum and minimum prices that may be paid for the shares;
 - (iv) that special resolution states a date for the expiry of the authority which must not be later than 18 months after the date on which the special resolution is passed; and
 - (v) before the purchase of shares, the directors who authorised the purchase made a solvency statement in accordance with the Jersey Companies Laws.
- (C) The company may approve a purchase or redemption of its shares under this article in excess of the 10 per cent. limit set in paragraph (B)(ii) above provided that the purchase or redemption of shares by the company constitutes a reduction of capital duly made in accordance with the Applicable Companies Laws and these articles and any shares purchased or redeemed in excess of the 10 per cent. limit set in paragraph (B)(ii) are cancelled.

9. Variation of Rights

Subject to the provisions of the Applicable Companies Laws and to any rights attached to existing shares, all or any of the rights attached to any existing class of shares may from time to time (whether or not the company is being wound up) be varied with the sanction of a special resolution passed at a general meeting at which all the provisions of these articles in relation to quorum and majority required for a special resolution are fulfilled in respect of each separate class of members. The foregoing provisions of this article shall apply to the variation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class and their special rights were to be varied.

10. Pari Passu Issues

The rights conferred upon the holders of any shares shall not, unless otherwise expressly provided in the rights attaching to those shares, be deemed to be varied by the creation or issue of further shares ranking pari passu with them.

11. Unissued Shares (authorised share capital)

- (A) Subject to the provisions of the Applicable Companies Laws and these articles and to any resolution passed by the company and without prejudice to any rights attached to existing shares, the unissued shares of the company (whether forming part of the original or any increased capital) shall be at the disposal of the board which may offer, allot and issue, grant options over or otherwise deal with or dispose of them to such persons, at such times and for such consideration and upon such terms as the board

may decide, and any pre-emptive or preferential subscription rights of any existing members provided for under the Luxembourg Companies Laws (and any related procedures, formalities or actions) may be, and if such resolution is passed shall be, waived and disapplied and authority given to the board to waive and disapply such rights (and any related procedures, formalities or actions) by special resolution (an “**Authorising Resolution**”).

- (B) The directors shall be generally and unconditionally authorised to exercise all the powers of the company to allot and issue Relevant Securities and to allot and issue shares in pursuance of an employee share scheme (including any employee share scheme of any company that becomes a subsidiary of the company) and may waive and disapply any pre-emptive or preferential rights of existing members (and any related procedures, formalities or actions) under the Luxembourg Companies Laws if they are authorised to do so in an Authorising Resolution, but, subject to paragraph (G) below, the authority conferred by this paragraph (B) must be exercised in accordance with the following provisions. For the avoidance of doubt, the following provisions of this article shall apply and any pre-emptive or preferential subscription rights of existing members (and any related procedures, formalities or actions) under the Luxembourg Companies Laws shall not apply if they have been waived or disapplied pursuant to, or for which authority has been given to the board to waive or disapply in, an Authorising Resolution.
- (C) In respect of each Maximum Allotment Period, the directors shall be authorised under paragraph (B) above to allot and issue Relevant Securities and to allot and issue shares in pursuance of an employee share scheme (including any employee share scheme of any company that becomes a subsidiary of the company) only up to an aggregate nominal amount equal to the Maximum Allotment Amount, subject to paragraph (D) below.
- (D) In respect of each Allotment Period, the directors shall be authorised under paragraph (B) above to allot and issue Relevant Securities and to allot and issue shares in pursuance of an employees’ share scheme only up to an aggregate nominal amount equal to the Authorised Allotment Amount.
- (E) During each Allotment Period the directors shall be empowered to allot and issue equity securities wholly for cash pursuant to and within the terms of the authority in paragraphs (B) and (C) above:
 - (i) in connection with a Rights Issue; and
 - (ii) otherwise than in connection with a Rights Issue, up to an aggregate nominal amount equal to the Non Pre-emptive Amount,

as if article 12 did not apply to any such allotment and issue or sale. For the avoidance of doubt, this paragraph (E) does not restrict the directors from allotting and issuing equity securities for a consideration that is wholly or partly otherwise than in cash.

- (F) By such authority and power the directors may, during the Allotment Period, make offers or agreements which would or might require securities to be allotted and issued or sold after the expiry of such period.

- (G) The restrictions in paragraphs (C) and (D) above and in article 12 shall not apply if and to the extent that they are disapplied by special resolution of the company.
- (H) In this article:-
- (i) a reference to the allotment and issue of equity securities includes the sale of equity securities in the company that immediately before the sale are held by the company as treasury shares;
 - (ii) the “**Allotment Period**” means the period ending on the date of the company’s annual general meeting in 2009 or on 31 December 2009, whichever is earlier, or any other period (not exceeding 15 months on any occasion) for which the authority conferred by paragraph (B) above is renewed by ordinary resolution of the company in general meeting stating the Authorised Allotment Amount for such period;
 - (iii) the “**Authorised Allotment Amount**” for each Allotment Period shall be that stated in the relevant ordinary resolution creating or renewing the authority conferred by paragraph (B) above for such period or any increased amount fixed by ordinary resolution of the company in general meeting provided that any Authorised Allotment Amount shall, when aggregated with all other Authorised Allotment Amounts within a Maximum Allotment Period, not exceed the Maximum Allotment Amount in respect of that Maximum Allotment Period;
 - (iv) “**equity securities**” has the same meaning as defined in section 560 of the UK Companies Act 2006 which is (a) ordinary shares in the company, or (b) rights to subscribe for, or to convert securities into, ordinary shares in the company, and for these purposes “**ordinary shares**” means shares other than shares that in respect of dividends and capital carry a right to participate only up to a specified amount in a distribution;
 - (v) the “**Maximum Allotment Amount**” for each Maximum Allotment Period shall be that stated in the relevant special resolution creating or renewing the authority conferred by paragraph (B) above for such period or any increased amount fixed by special resolution of the company in extraordinary general meeting;
 - (vi) the “**Maximum Allotment Period**” means the period ending 14 October 2013, or any other subsequent period (not exceeding five years) for which the authority conferred by paragraph (B) is renewed by special resolution stating the Maximum Allotment Amount for such period;
 - (vii) the “**Non Pre-emptive Amount**” for each Allotment Period shall be that stated in the relevant special resolution creating or renewing the power conferred by paragraph (E) above for such period or any increased amount fixed by special resolution;
 - (viii) “**Relevant Securities**” has the meaning as defined in section 80 of the UK Companies Act 1985 which is (a) shares in the company other than shares taken by the subscribers on incorporation of the company or shares allotted and

issued in pursuance of an employees' share scheme and (b) any right to subscribe for, or to convert any security into, shares in the company (other than shares so allotted and issued), and a reference to the allotment and issue of Relevant Securities includes the grant of such a right but not the allotment and issue of shares pursuant to such a right;

- (ix) **"Rights Issue"** means an offer of equity securities open for acceptance for a period fixed by the directors to members on the register (excluding any shares held by the company as treasury shares) on the record date fixed by the directors in proportion to their respective holdings of ordinary shares but subject to such exclusions or other arrangements as the directors may deem necessary or expedient in relation to fractional allotments or legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory; and
- (x) the nominal amount of any securities shall be taken to be, in the case of rights to subscribe for or to convert any securities into shares of the company, the nominal amount of such shares which may be allotted and issued pursuant to such rights.
- (l) The board may at any time after the allotment of a share but before a person has been entered into the register as the holder of the share recognise a renunciation of the share by the allottee in favour of another person and may grant to an allottee a right to effect a renunciation on the terms and conditions the board thinks fit.

12. Pre-emption Rights

- (A) The company may by special resolution waive the application of any statutory pre-emption rights (and any related procedures, formalities or actions) set out in the Luxembourg Companies Laws to the extent permitted by the Luxembourg Companies Laws.
- (B) Subject to the provisions of article 11(B), paragraph (C) below, any Authorising Resolution (as defined in article 11) or unless otherwise directed by the company by way of a special resolution, no unissued shares in the authorised capital of the company shall be allotted and issued wholly for cash unless the following provisions are complied with (for the avoidance of doubt, the following provisions of this article shall apply and any pre-emptive or preferential subscription rights of existing members (and any related procedures, formalities or actions) under the Luxembourg Companies Laws shall not apply if they have been waived or disapplied pursuant to, or for which authority has been given to the board to waive or disapply in, an Authorising Resolution):
 - (i) all shares to be allotted and issued (the **"relevant shares"**) shall first be offered on the same or more favourable terms to the members of the company (excluding any shares held by the company as treasury shares) in proportion to their existing holdings of ordinary shares subject to such exclusions or other arrangements as the directors may deem necessary or expedient in relation to fractional entitlements or legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory;

- (ii) such offer shall be made by written notice (the “**offer notice**”) from the directors specifying the number and price of the relevant shares and shall invite each member to state in writing within a period not being less than 21 clear days, whether they are willing to accept any of the relevant shares and if so, the maximum number of relevant shares they are willing to take;
 - (iii) at the expiration of the period during which each member may accept the relevant shares as specified in the offer notice, the directors shall allocate the relevant shares to or among the members who have notified to the directors their willingness to accept any of the relevant shares but so that no member shall be obliged to take more than the maximum number of shares notified by him under sub-paragraph (ii) above; and
 - (iv) if any of the relevant shares are not accepted and remain unallocated pursuant to the offer under sub-paragraph (i) above, the directors shall be entitled to allot and issue, grant options over or otherwise dispose of such shares to any person in such manner as they see fit provided that those shares shall not be disposed of on terms which are more favourable than the terms of the offer pursuant to sub-paragraph (i) above.
- (C) Paragraph (B) above shall not apply with respect to any shares or options which may be granted in accordance with the company’s employee share schemes (or any employee share scheme of any company that becomes a subsidiary of the company) or to the issue of shares pursuant to the exercise of any such options. For the avoidance of doubt, the provisions of paragraph (B) above shall not apply to the allotment and issue of any shares for a consideration that is wholly or partly otherwise than in cash and the directors may allot or issue or otherwise dispose of any unissued shares within the authorised capital of the company for a consideration that is wholly or partly otherwise than in cash to such persons at such time and generally on such terms as they see fit.

13. Approval of Employee Share Schemes and Long Term Incentive Plans

- (A) In relation to the adoption by the company or any of its subsidiaries of employees’ share schemes (which involve or may involve the issue of new shares or the transfer of treasury shares) or long term incentive plans in which one or more directors of the company or its subsidiaries is eligible to participate, the company shall, in accordance with the Listing Rules, ensure that the employees’ share scheme or long term incentive scheme is approved by ordinary resolution of the members in general meeting before it is adopted.
- (B) This article does not apply to:
 - (i) a long term incentive scheme which offers participation on similar terms to all or substantially all employees of the company or any of its subsidiaries whose employees are eligible to participate in the arrangement (provided that all or substantially all of those employees are not directors of the company);
 - (ii) an arrangement where the only participant is a director or contemplated director of the company and the arrangement is established to facilitate the recruitment or retention of the relevant individual provided that details of this arrangement

are disclosed in the first annual report or the company published after the date on which the relevant individual becomes eligible to participate in the arrangement; or

- (iii) any employee share scheme of any company that becomes a subsidiary of the company.

14. Payment of Commission

The company may in connection with the issue of any shares or the sale for cash of treasury shares exercise all powers of paying commission and brokerage conferred or permitted by the Applicable Companies Laws. Subject to the provisions of the Applicable Companies Laws, any such commission or brokerage may be satisfied by the payment of cash or by the allotment and issue of fully or partly-paid shares or other securities or partly in one way and partly in the other. Any such commission shall not exceed 10 per cent. of the allotment price paid for the shares being issued or the price paid for the treasury shares being sold.

15. Trusts not Recognised

Except as ordered by a court of competent jurisdiction or as required by law, no person shall be recognised by the company as holding any share upon any trust and the company shall not be bound by or required in any way to recognise (even when having notice of it) any interest in any share or (except only as by these articles or by law otherwise provided) interest in any fraction of a share or any other right in respect of any share other than an absolute right to the whole of the share in the holder.

16. Suspension of Rights Where Non-Disclosure of Interest

- (A) Each member must comply with the notification obligations to the company contained in Chapter 5 of the Disclosure and Transparency Rules including, without limitation, the provisions of DTR 5.1.2 (that is, a person must notify the company of the percentage of voting rights he holds as a member of the company, or through his direct or indirect holding of financial instruments, if the percentage of those voting rights reaches, exceeds or falls below 3 per cent. and each 1 per cent. threshold thereafter up to 100 per cent. as a result of an acquisition or disposal of shares or financial instruments or as a result of events changing the breakdown of voting rights) as if the company were a UK-Issuer for the purposes of these provisions.
- (B) Where the holder of any shares comprised in the Relevant Share Capital in the company, or any other person appearing to be interested in those shares, fails to comply within the relevant period with (i) any of its obligations under paragraph (A) above (so far as the company is, or has become, aware) or (ii) any disclosure notice in respect of those shares or, in purported compliance with such a notice, has made a statement which is false or inadequate in a material particular, the company may give the holder of those shares a further notice (a "**restriction notice**") to the effect that from the service of the restriction notice those shares will be subject to some or all of the relevant restrictions, and from service of the restriction notice those shares shall, notwithstanding any other provision of these articles, be subject to those relevant restrictions accordingly. For the purpose of enforcing the relevant restriction referred to in sub-paragraph (iii) of the definition of "relevant restrictions", the board may give notice

to the relevant member requiring the member to change the relevant shares held in uncertificated form to certificated form by the time stated in the notice and to keep them in certificated form for as long as the board requires. The notice may also state that the member may not change any of the relevant shares held in certificated form to uncertificated form. If the member does not comply with the notice, the board may authorise any person to instruct the Operator to change the relevant shares held in uncertificated form to certificated form.

- (C) If after the service of a restriction notice in respect of any shares the board is satisfied that all information required by any disclosure notice relating to those shares or any of them from their holder or any other person appearing to be interested in the shares the subject of the restriction notice has been supplied, the company shall, within seven days, cancel the restriction notice. The company may at any time at its discretion cancel any restriction notice or exclude any shares from it. The company shall cancel a restriction notice within seven days after receipt of a notice in writing that the relevant shares have been transferred pursuant to an arm's length sale.
- (D) Where any restriction notice is cancelled or ceases to have effect in relation to any shares, any moneys relating to those shares which were withheld by reason of that notice shall be paid without interest to the person who would but for the notice have been entitled to them or as he may direct.
- (E) Any new shares in the company issued in right of any shares subject to a restriction notice shall also be subject to the restriction notice, and the board may make any right to an allotment of the new shares subject to restrictions corresponding to those which will apply to those shares by reason of the restriction notice when such shares are issued.
- (F) Any holder of shares on whom a restriction notice has been served may at any time request the company to give in writing the reason why the restriction notice has been served, or why it remains uncancelled, and within 14 days of receipt of such a notice the company shall give that information accordingly.
- (G) If a disclosure notice is given by the company to a person appearing to be interested in any share, a copy shall at the same time be given to the holder, but the failure or omission to do so or the non-receipt of the copy by the holder shall not invalidate such notice.
- (H) For the purpose of this article and article 17:-

"Relevant Share Capital" means the company's issued share capital of any class carrying rights to vote in all circumstances at general meetings of the company, and for the avoidance of doubt:

- (i) where the company's share capital is divided into different classes of shares, references to Relevant Share Capital are to the issued share capital of each such class taken separately; and
- (ii) the temporary suspension of voting rights in respect of shares comprised in the issued share capital of the company of any such class does not affect the

application of this article in relation to interests in those or any other shares comprised in that class;

"interest" means, in relation to the Relevant Share Capital, any interest of any kind whatsoever (including, without limitation, a short position) in any shares comprised therein (disregarding any restraints or restrictions to which the exercise of any right attached to the interest in the share is, or may be, subject) and without limiting the meaning of "interest" a person shall be taken to have an interest in a share if:

- (i) he enters into a contract for its purchase by him (whether for cash or other consideration); or
- (ii) not being the registered holder, he is entitled to exercise any right conferred by the holding of the share or is entitled to control the exercise or non- exercise of any such right; or
- (iii) he is a beneficiary of a trust where the property held on trust includes an interest in the share; or
- (iv) otherwise than by virtue of having an interest under a trust, he has a right to call for delivery of the share to himself or to his order; or
- (v) otherwise than by virtue of having an interest under a trust, he has a right to acquire an interest in the share or is under an obligation to take an interest in the share; or
- (vi) he has a right to subscribe for the share; or
- (vii) he is the holder, writer or issuer of derivatives (including options, futures, and contracts for difference) involving shares whether or not: (a) they are cash-settled only; (b) the shares are obliged to be delivered; or (c) the person in question holds the underlying shares at that time, whether in any case the contract, right or obligation is absolute or conditional, legally enforceable or not and evidenced in writing or not, and it shall be immaterial that a share in which a person has an interest is unidentifiable;
- (viii) for the purpose of sub-paragraph (vii) above, a **"derivative"** shall, in relation to shares, include:
 - (a) rights, options or interests (whether described as units or otherwise) in, or in respect of, the shares;
 - (b) contracts or arrangements, the purpose or pretended purpose of which is, or where a person has a right, to secure or increase a profit or avoid or reduce a loss, wholly or partly by reference to the price or value, or a change in the price or value of shares or any rights, options or interests under sub-paragraph (a) above;

- (c) rights options or interests (whether described as units or otherwise) in, or in respect of any rights, options or interests under, sub-paragraph (a) above, or any contracts referred to in sub-paragraph (b) above;
- (d) instruments or other documents creating, acknowledging or evidencing any rights, options or interest or any contracts referred to in sub-paragraph (a), (b) or (c) above; and
- (e) the right of a person to:
 - (1) require another person to deliver the underlying shares; or
 - (2) receive from another person a sum of money if the price of the underlying shares increases or decreases;
- (ix) a person is taken to be interested in any shares in which his spouse or any infant child or step-child of his is interested; and "**infant**" means a person under the age of 18 years;
- (x) a person is taken to be interested in shares if a body corporate is interested in them and:
 - (a) that body corporate or its directors are accustomed to act in accordance with his directions or instructions; or
 - (b) he is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of that body corporate,

PROVIDED THAT:

- (aa) where a person is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of a body corporate and that body corporate is entitled to exercise or control the exercise of any of the voting power at general meetings of another body corporate (the "**effective voting power**") then, for purposes of sub-paragraph (ii) above, the effective voting power is taken as exercisable by that person; and
- (bb) for purposes of this article, a person is entitled to exercise or control the exercise of voting power if he has a right (whether subject to conditions or not) the exercise of which would make him so entitled or he is under an obligation (whether or not so subject) the fulfilment of which would make him so entitled.

a sale is an "**arm's length sale**" if the board is satisfied that it is a bona fide sale of the whole of the beneficial ownership of the shares to a party unconnected with the holder or with any person appearing to be interested in such shares and shall include a sale made by way of or in pursuance of acceptance of a takeover offer and a sale made through a recognised investment exchange or any other stock exchange outside the United Kingdom. For this purpose an associate (an "**associate**" of a person includes

any relative of the person or of their wife or civil partner; the husband or wife or civil partner of those relatives; a person with whom a person is in partnership or with whom their husband, wife or civil partner is in partnership; a partnership that is a legal person under the law by which it is governed of which that person is a member; an employee or employer of a person; a trustee of a trust under which a person is a beneficiary; a company controlled by that person or which has the same controller or which is controlled by that person and his associates together; and for these purposes “**control**” of a company means that the directors of that company are accustomed to act in accordance with the controller’s instructions or the controller may exercise, or control the exercise, of one-third or more of the voting power at a general meeting of the company or of another company that has control of it) shall be included amongst the persons who are connected with the holder or any person appearing to be interested in such shares;

“**person appearing to be interested**” in any shares shall mean any person named in a response to a disclosure notice or otherwise notified to the company by a member as being so interested or shown in any register or record kept by the company under the Applicable Companies Laws as so interested or, taking into account a response or failure to respond in the light of the response to any other disclosure notice and any other relevant information in the possession of the company, any person whom the company knows or has reasonable cause to believe is or may be so interested;

“**person with a 0.25 per cent. interest**” means a person who holds, or is shown in any register or record kept by the company under the Applicable Companies Laws to hold, or to have an interest in, shares in the company which comprise in total at least 0.25 per cent. in number or nominal value of the shares comprised in the Relevant Share Capital (calculated exclusive of any shares held as treasury shares), or of any class of such shares (calculated exclusive of any shares of that class held as treasury shares), in issue at the date of service of the restriction notice;

“**relevant period**” means (i) in the case of the obligation of each member to comply with the notification obligations under the Disclosure and Transparency Rules pursuant to paragraph (A), the period required to make the relevant notification as provided under the relevant provision of the Disclosure and Transparency Rules and (ii) in relation to an obligation of any person required to give information pursuant to a disclosure notice, a period of 14 days following service of a disclosure notice;

“**relevant restrictions**” mean in the case of a restriction notice served on a person with a 0.25 per cent. interest that:

- (i) the shares shall not confer on the holder any right to attend or vote either personally or by proxy at any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company or to exercise any other right conferred by membership in relation to general meetings;
- (ii) the board may withhold payment of all or any part of any dividends or other moneys payable in respect of the shares and the holder shall not be entitled to receive shares in lieu of dividend;

- (iii) the board may decline to register a transfer of any of the shares which are certificated shares, unless such a transfer is pursuant to an arm's length sales

and in any other case mean only the restriction specified in sub-paragraph (i) of this definition; and

“disclosure notice” means a notice served by the company under article 17 requiring particulars of interests in shares or of the identity of persons interested in shares.

17. Power of the Company to Investigate Interests in Shares

- (A) The company may by notice in writing require any person whom the company knows or has reasonable cause to believe to be interested in shares comprised in the Relevant Share Capital or to have been so interested at any time during the three years immediately preceding the date on which the notice is issued:

- (i) to confirm that fact or (as the case may be) to indicate whether or not it is the case; and
- (ii) if he holds, or has during the time held, any such interest, to give such further information as may be required in accordance with the following provisions of this article.

- (B) The notice may request the person to whom it is addressed:

- (i) to give particulars of his present or past interest in shares comprised in the Relevant Share Capital (held by him at any time during the three-year period mentioned in paragraph (A) of this article);
- (ii) where the interest is a present interest and any other interest in the shares subsists, or in any case, where another interest in the shares subsisted during that three-year period at any time when his own interest subsisted, to give (so far as lies within his knowledge) such particulars with respect to that other interest as may be required by the notice including the identity of the persons interested in the shares in question; and
- (iii) where his interest is a past interest, to give (so far as lies within his knowledge) particulars of the identity of the person who held that interest immediately upon his ceasing to hold it.

- (C) The information required by the notice must be given within the relevant period.

- (D) This article applies in relation to a person who has or previously had, or is or was entitled to acquire, a right to subscribe for shares in the company which would on issue be comprised in Relevant Share Capital as it applies in relation to a person who is or was interested in shares so comprised; and reference above in this article to an interest in shares so comprised and to shares so comprised shall be read accordingly in any such case as including any such right and shares which would on issue be so comprised.

18. Uncertificated Shares

- (A) Pursuant and subject to the Uncertificated Securities Order, the board may permit title to some or all of the shares of any class to be evidenced otherwise than by a certificate and title to such shares to be transferred in accordance with the rules of a relevant system and may make arrangements for that class of shares to become a participating class. Title to some or all of the shares of a particular class may only be evidenced otherwise than by a certificate where that class of shares is at the relevant time a participating class. The board may also, subject to compliance with the Uncertificated Securities Order and the rules of any relevant system, determine at any time that title to some or all of the shares of any class of shares may from a date specified by the board no longer be evidenced otherwise than by a certificate or that title to such shares shall cease to be transferred by means of any particular relevant system. For the avoidance of doubt, shares which are uncertificated shares shall not be treated as forming a class which is separate from certificated shares with the same rights.
- (B) In relation to a class of shares which is a participating class and for so long as it remains a participating class, no provision of these articles shall apply or have effect to the extent that it is inconsistent in any respect with:
- (i) the holding of shares of that class in uncertificated form;
 - (ii) the transfer of title to shares of that class by means of a relevant system;
 - (iii) the exercise of any powers or functions by the company or the effecting by the company of any actions by means of a relevant system; and
 - (iv) any provision of the Uncertificated Securities Order.
- (C) Some or all of the shares of a class which is at the relevant time a participating class may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided for in the Uncertificated Securities Order and the rules of any relevant system.
- (D) Unless the board otherwise determines or the Uncertificated Securities Order or the rules of the relevant system concerned otherwise require, any shares issued or created out of or in respect of any uncertificated shares shall be uncertificated shares and any shares issued or created out of or in respect of any certificated shares shall be certificated shares.
- (E) Unless the board otherwise determines, shares which a member holds in uncertificated form shall be treated as separate holdings from any shares which that member holds in certificated form.
- (F) Subject to the Applicable Companies Laws, the directors may lay down regulations not included in these articles which (in addition to, or in substitution for, any provisions in these articles):
- (i) apply to the issue, holding or transfer of shares in uncertificated form;

- (ii) set out (where appropriate) the procedures for conversion and/or redemption of shares in uncertificated form; and/or
 - (iii) the directors consider necessary or appropriate to ensure that these articles are consistent with the Uncertificated Securities Order and/or the Operator's rules and practices.
- (G) Such regulations will apply instead of any relevant provisions in these articles which relate to the transfer, conversion and redemption of shares in uncertificated form or which are not consistent with the Uncertificated Securities Order, in all cases to the extent (if any) stated in such regulations. If the directors make any such regulations, paragraph (H) of this article will (for the avoidance of doubt) continue to apply, when read in conjunction with those regulations.
- (H) Any instruction given by means of a relevant system shall be a dematerialised instruction given in accordance with the Uncertificated Securities Order, the facilities and requirements of a relevant system and the Operator's rules and practices.
- (I) Where the company is entitled under the Applicable Companies Laws, the Uncertificated Securities Order, the Operator's rules and practices, these articles or otherwise to dispose of, forfeit, enforce a lien over or sell or otherwise procure the sale of any shares, the directors may, in the case of any shares in uncertificated form, take such steps (subject to the Applicable Companies Laws, the Uncertificated Securities Order, the Operator's rules and practices and these articles) as may be required or appropriate, by instruction by means of a relevant system or otherwise, to effect such disposal, forfeiture, enforcement or sale including (without limitation) by:
- (i) requesting or requiring the deletion of any computer based entries in the relevant system relating to the holding of such shares;
 - (ii) altering such computer based entries so as to divest the holder of such shares of the power to transfer such shares other than to a person selected or approved by the company for the purpose of such transfer;
 - (iii) requiring any holder of such shares to take such steps as may be necessary to sell or transfer such shares as directed by the company;
 - (iv) (subject to any applicable law) otherwise rectify or change the register in respect of any such shares in such manner as the directors consider appropriate (including, without limitation, by entering the name of a transferee into the register as the next holder of such shares); and/or
 - (v) appointing any person to take any steps in the name of any holder of such shares as may be required to change such shares to certificated form and/or to effect the transfer of such shares (and such steps shall be effective as if they had been taken by such holder).

In relation to any share in uncertificated form:

- (i) the company may utilise the relevant system to the fullest extent available from time to time in the exercise of any of its powers or functions under the Applicable Companies Laws, the Uncertificated Securities Order or these articles or otherwise in effecting any actions and the company may from time to time determine the manner in which such powers, functions and actions shall be so exercised or effected;
- (ii) the company may, by notice to the holder of that share, require the holder to change the form of that share to certificated form within such period as may be specified in the notice; and
- (iii) the company shall not issue a share certificate.

The company may by notice to the holder of any share in certificated form, direct that the form of such share may not be changed to uncertificated form for a period specified in such notice.

19. Right to Share Certificates

Every person (except a person to whom the company is not by law required to issue a certificate) whose name is entered in the register as a holder of any certificated shares shall be entitled, without payment, to receive within the time limits prescribed by the Applicable Companies Laws (or, if earlier, within any prescribed time limit or within a time specified when the shares were issued) one certificate for all those shares of any one class. In the case of a certificated share held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate to one of several joint holders shall be sufficient delivery to all. A member who transfers some but not all of the shares comprised in a certificate shall be entitled to a certificate for the balance without charge to the extent the balance is to be held in certificated form.

20. Replacement of Share Certificates

If a share certificate is defaced, worn out, lost or destroyed, it may be replaced on such terms (if any) as to evidence and indemnity as the board may decide and, where it is defaced or worn out, after delivery of the old certificate to the company. Any two or more certificates representing shares of any one class held by any member shall at his request be cancelled and a single new certificate for such shares issued in lieu. Any certificate representing shares of any one class held by any member may at his request be cancelled and two or more certificates for such shares may be issued instead. The board may require the payment of any exceptional out-of-pocket expenses of the company incurred in connection with the issue of any certificates under this article. Any one of two or more joint holders may request replacement certificates under this article.

21. Execution of Share Certificates

Every share certificate shall be signed by two directors or by one director and the secretary and shall specify the number and class of the shares to which it relates and the amount or respective amounts paid up on the shares and (if required by the Applicable Companies Laws) the distinguishing numbers of such shares. The board may by resolution decide, either generally or in any particular case or cases, that any signatures on any share certificates need

not be autographic but may be applied to the certificates by some mechanical, electronic or other means or may be printed on them.

22. Share Certificates Sent at Holder's Risk

Every share certificate sent in accordance with these articles will be sent at the risk of the member or other person entitled to the certificate. The company will not be responsible for any share certificate lost or delayed in the course of delivery.

Lien

23. Company's Lien on Shares Not Fully Paid

The company shall have a first and paramount lien on every share (not being a fully paid share) for all amounts payable to the company (whether presently or not) in respect of that share. The company's lien on a share shall extend to every amount payable in respect of it. The board may at any time either generally or in any particular case waive any lien that has arisen or declare any share to be wholly or in part exempt from the provisions of this article.

24. Enforcing Lien by Sale

The company may sell, in such manner as the board may decide, any share on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within 14 clear days after a notice has been served on the holder of the share or the person who is entitled by transmission to the share, demanding payment and stating that if the notice is not complied with the share may be sold. For giving effect to the sale the board may authorise some person to sign an instrument of transfer of the share sold to or in accordance with the directions of the purchaser. The transferee shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity or invalidity in relation to the sale.

25. Application of Proceeds of Sale

The net proceeds, after payment of the costs, of the sale by the company of any share on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as it is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale and (in the case of certificated shares) upon surrender, if required by the company, for cancellation of the certificate for the share sold) be paid to the person who was entitled to the share at the time of the sale.

Calls on Shares

26. Calls

Subject to the terms of issue, the board may from time to time make calls upon the members in respect of any moneys unpaid on their shares and not payable on a date fixed by or in accordance with the terms of issue, and each member shall (subject to the company serving upon him at least 14 clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be made

payable by instalments. A call may be revoked or postponed, in whole or in part, as the board may decide. Subject to the Applicable Companies Laws, a person upon whom a call is made shall remain liable jointly and severally with the successors in title to his shares for all calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

27. Timing of Calls

A call shall be deemed to have been made at the time when the resolution of the board authorising the call was passed.

28. Liability of Joint Holders

The joint holders of a share shall be jointly and severally liable to pay all calls in respect of the share.

29. Interest Due on Non-Payment

If a call remains unpaid after it has become due and payable, the person from whom it is due and payable shall pay interest on the amount unpaid from the day it is due and payable to the time of actual payment at such rate (not exceeding the Bank of England base rate by more than five percentage points) as the board may decide, and all expenses that have been incurred by the company by reason of such non-payment, but the board shall be at liberty in any case or cases to waive payment of the interest or expenses wholly or in part.

30. Sums Due on Allotment Treated as Calls

Any amount which becomes payable in respect of a share on allotment and issue or on any other date fixed by or in accordance with the terms of issue, whether in respect of the nominal amount of the share or as an instalment of a call, shall be deemed to be a call and, if it is not paid, all the provisions of these articles shall apply as if the sum had become due and payable by virtue of a call.

31. Power to Differentiate

The board may on or before the issue of shares differentiate between the allottees or holders as to the amount of calls to be paid and the times of payment.

32. Payment of Calls in Advance

The board may, if it thinks fit, receive from any member who is willing to advance them all or any part of the moneys uncalled and unpaid upon any shares held by him and on all or any of the moneys so advanced may (until they would, but for the advance, become presently payable) pay interest at such rate (not exceeding the Bank of England base rate by more than five percentage points, unless the company by ordinary resolution shall otherwise direct) as the board may decide.

Forfeiture of Shares

33. Notice if Call or Instalment Not Paid

If any call or instalment of a call remains unpaid on any share after the day appointed for payment, the board may at any time serve a notice on the holder requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and any expenses incurred by the company by reason of such non-payment.

34. Form of Notice

The notice shall name a further day (not being less than 14 clear days from the date of the notice) on or before which, and the place where, the payment required by the notice is to be made and shall state that in the event of non-payment on or before the day and at the place appointed, the shares in respect of which the call has been made or instalment is payable will be liable to be forfeited.

35. Forfeiture for Non-Compliance with Notice

If the notice is not complied with, any share in respect of which it was given may, at any time before payment of all calls or instalments and interest and expenses due in respect of it have been made, be forfeited by a resolution of the board to that effect and the forfeiture shall include all dividends declared and other moneys payable in respect of the forfeited shares and not paid before the forfeiture. The board may accept the surrender of any share liable to be forfeited and, in that event, references in these articles to forfeiture shall include surrender.

36. Notice after Forfeiture

When any share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share but no forfeiture shall be invalidated by any omission or neglect to give notice.

37. Sale of Forfeited Shares

Until cancelled, a forfeited share shall be deemed to be the property of the company and may be sold or otherwise disposed of either to the person who was, before forfeiture, the holder or to any other person upon such terms and in such manner as the board shall decide. The board may for the purposes of the disposal authorise some person to sign an instrument of transfer to the designated transferee. The company may receive the consideration (if any) given for the share on its disposal. At any time before a re-allotment, sale or disposition the forfeiture may be cancelled by the board on such terms as the board may decide.

38. Arrears to be Paid Notwithstanding Forfeiture

A person whose shares have been forfeited shall cease to be a member in respect of them and (in the case of certificated shares) shall surrender to the company for cancellation the certificate for the forfeited shares but shall remain liable to pay to the company all moneys which at the date of the forfeiture were payable by him to the company in respect of those shares with interest thereon at such rate (not exceeding the Bank of England base rate by more than five percentage points) as the board may decide from the date of forfeiture until payment, and the

company may enforce payment without being under any obligation to make any allowance for the value of the shares forfeited or for any consideration received on their disposal.

39. Statutory Declaration as to Forfeiture

A statutory declaration or affidavit that the declarant or affiant is a director of the company or the secretary and that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share. The declaration or affidavit shall (subject to the signing of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is re-allotted or sold or otherwise disposed of shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, re-allotment, sale or disposal.

Transfer of Shares

40. Transfer

(A) Subject to such of the restrictions of these articles as may be applicable:-

- (i) any member may transfer all or any of his uncertificated shares by means of a relevant system in such manner provided for, and subject as provided in the Uncertificated Securities Order and the rules of any relevant system provided that legal title to such shares shall not pass until such transfer is entered into the register, 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 share to be transferred; and
- (ii) 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.

(B) The transferor of a share shall be deemed to remain the holder of the share concerned until the name of the transferee is entered in the register in respect of it.

41. Signing of Transfer

The instrument of transfer of a certificated share shall be signed by or on behalf of the transferor and countersigned by the transferee. All instruments of transfer, when registered, shall be retained by the company.

42. Rights to Decline Registration of Partly Paid Shares

The board may, in its absolute discretion and without giving any reason for so doing, decline to register any transfer of any certificated share which is not a fully paid share.

43. Other Rights to Decline Registration

(A) The directors shall register a transfer of title to any share in uncertificated form in accordance with the Uncertificated Securities Order except that registration of a transfer

of an uncertificated share may (or, in the case where the directors are required to do so under the Uncertificated Securities Order, shall) be refused in the circumstances where the directors are entitled, or required, to refuse registration as set out in the Uncertificated Securities Order, and where, in the case of a transfer to joint holders, the number of joint holders to whom the uncertificated share is to be transferred exceeds four.

- (B) The board may decline to register any transfer of a certificated share unless:
- (i) the instrument of transfer is left at the office or such other place as the board may from time to time determine accompanied (save in the case of a transfer by a person to whom the company is not required by law to issue a certificate and to whom a certificate has not been issued) by the certificate for the share to which it relates and such other evidence as the board may reasonably require to show the right of the person signing the instrument of transfer to make the transfer and, if the instrument of transfer is signed by some other person on his behalf, the authority of that person so to do;
 - (ii) the instrument of transfer is in respect of only one class of share; and
 - (iii) in the case of a transfer to joint holders, the number of joint holders to whom the share is to be transferred does not exceed four.
- (C) For all purposes of these articles relating to the registration of transfers of shares, the renunciation of the allotment of any shares by the allottee in favour of some other person shall be deemed to be a transfer and the board shall have the same powers of refusing to give effect to such a renunciation as if it were a transfer.

44. No Fee for Registration

No fee shall be charged by the company for registering any transfer, document or instruction relating to or affecting the title to any share or for making any other entry in the register.

45. Untraced Shareholders

- (A) To the extent permitted by the Applicable Companies Laws, the company may sell any certificated shares in the company on behalf of the holder of, or person entitled by transmission to, the shares at the best price reasonably obtainable at the time of sale if:
- (i) the shares have been in issue either in certificated or uncertificated form throughout the qualifying period and at least three cash dividends have become payable on the shares during the qualifying period;
 - (ii) no cash dividend payable on the shares has either been claimed by presentation to the paying bank of the relevant cheque or warrant or been satisfied by the transfer of funds to a bank account designated by the holder of, or person entitled by transmission to, the shares or by the transfer of funds by means of a relevant system at any time during the relevant period;

- (iii) so far as any director of the company at the end of the relevant period is then aware, the company has not at any time during the relevant period received any communication from the holder of, or person entitled by transmission to, the shares; and
 - (iv) the company has caused two advertisements to be published, one in a newspaper with a national circulation in the country of the last known postal address of the holder of, or person entitled by transmission to, the shares and the other in a newspaper circulating in the area in which the last known postal address of the holder of, or person entitled by transmission to, the shares or the postal address at which service of notices may be effected under these articles is located, giving notice of its intention to sell the shares and a period of three months has elapsed from the date of publication of the advertisements or of the last of the two advertisements to be published if they are published on different dates.
- (B) The company shall also be entitled, to the extent permitted by the Applicable Companies Laws, to sell at the best price reasonably obtainable at the time of sale any additional certificated shares in the company issued either in certificated or uncertificated form during the qualifying period in right of any share to which paragraph (A) of this article applies (or in right of any share so issued), if the criteria in paragraphs (A)(ii) to (iv) are satisfied in relation to the additional shares.
- (C) To give effect to any sale of shares pursuant to this article the board may authorise some person to transfer the shares in question and an instrument of transfer signed by that person shall be as effective as if it had been signed by the holder of, or person entitled by transmission to, the shares. The purchaser shall not be bound to see to the application of the purchase moneys nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale. The net proceeds of sale shall belong to the company and, upon their receipt, the company shall become indebted to the former holder of, or person entitled by transmission to, the shares for an amount equal to the net proceeds. No trust shall be created in respect of the debt and no interest shall be payable in respect of it and the company shall not be required to account for any moneys earned from the net proceeds which may be employed in the business of the company or as it thinks fit.
- (D) For the purpose of this article:
- “the qualifying period”** means the period of 12 years immediately preceding the date of publication of the advertisements referred to in paragraph (A)(iv) above or of the first of the two advertisements to be published if they are published on different dates; and
- “the relevant period”** means the period beginning at the commencement of the qualifying period and ending on the date when all the requirements of paragraph (A)(i) to (iv) above have been satisfied.

Transmission of Shares

46. Transmission on Death

If a member dies, the survivor or survivors, where he was a joint holder, and his personal representatives (meaning [the person or persons who execute or administer the deceased member's estate, pursuant to appointment in the deceased member's will or by operation of law](#)), where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his shares; but nothing contained in these articles shall release the estate of a deceased holder from any liability in respect of any share held by him solely or jointly with other persons.

47. Entry of Transmission in Register

Where the entitlement of a person to a certificated share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the board, the board shall within two months after proof cause the entitlement of that person to be noted in the register.

48. Election of Person Entitled by Transmission

Any guardian of an infant member and any curator or guardian or other legal representative appointed in respect of a member who is suffering from mental disorder or interdiction or is otherwise incapable of managing his affairs or any person entitled by transmission to a share may, subject as provided elsewhere in these articles, elect either to become the holder of the share or to have some person nominated by him registered as the holder. If he elects to be registered himself he shall give notice to the company to that effect. If he elects to have another person registered and the share is a certificated share, he shall sign an instrument of transfer of the share to that person. If he elects to have himself or another person registered and the share is an uncertificated share, he shall take any action the board may require (including, without limitation, the signing of any document and the giving of any instruction by means of a relevant system) to enable himself or that person to be registered as the holder of the share. The board may at any time require the person to elect either to be registered himself or to transfer the share and if the requirements are not complied with within 60 days of being issued the board may withhold payment of all dividends and other moneys payable in respect of the share until the requirements have been complied with. All the provisions of these articles relating to the transfer of, and registration of transfers of, shares shall apply to the notice or transfer as if the death or bankruptcy of the member or other event giving rise to the transmission had not occurred and the notice or transfer was given or signed by the member.

49. Rights of Person Entitled by Transmission

Where a person becomes entitled by transmission to a share, the rights of the holder in relation to that share shall cease, but the person entitled by transmission to the share may give a good discharge for any dividends or other moneys payable in respect of it and shall have the same rights in relation to the share as he would have had if he were the holder of it save that, until he becomes the holder, he shall not be entitled in respect of the share (except with the authority of the board) to receive notice of, or to attend or vote at, any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company or to exercise any other right conferred by membership in relation to general meetings.

Alteration of Share Capital

50. Increase, Consolidation, Sub-Division and Cancellation

The company may from time to time by altering its memorandum of association by special resolution:-

- (i) increase its share capital by such sum to be divided into shares of such amount as the resolution shall prescribe; or
- (ii) consolidate, or consolidate and then sub-divide, all or any of its share capital (whether in issue or not) into shares of larger amount than its existing shares; or
- (iii) convert all or any of its fully paid shares into stock, and reconvert that stock into fully paid shares of any denomination; or
- (iv) convert any of its fully paid shares the nominal value of which is expressed in one currency into fully paid shares of a nominal value of another currency; or
- (v) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of shares so cancelled,

provided that at all times all shares in the company, whether in issue or not, have the same nominal value and provided that the present article shall not prejudice the right of the board to issue shares and increase the issued share capital pursuant to the provisions of articles 11 and 12.

51. Fractions

- (A) Whenever as a result of a consolidation, consolidation and sub-division or sub-division of shares any members would become entitled to fractions of a share, the board may deal with the fractions as it thinks fit; including by ignoring fractions altogether or by aggregating and selling them or by dealing with them in some other way. For the purposes of effecting any such sale, the board may arrange for the shares representing the fractions to be entered in the register as certificated shares. The board may sell shares representing fractions to any person, including the company and may authorise some person to transfer or deliver the shares to, or in accordance with the directions of, the purchaser. The person to whom any shares are transferred or delivered shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in, or invalidity of, the proceedings relating to the sale. The board may distribute the net proceeds of sale, excluding expenses, in due proportion among those members which would become entitled to fractions of a share, except that any amount otherwise due to a member which is less than £5.00 may be retained for the benefit of the company.
- (B) Subject to the Applicable Companies Laws, when the board consolidates or sub-divides shares, it can treat certificated and uncertificated shares which a member holds as separate shareholdings.

52. Reduction of Capital

Subject to the provisions of the Applicable Companies Laws, the company may by special resolution reduce its share capital, any capital redemption reserve, any share premium account or any other undistributable reserve in any way and may freely distribute any reserves held in a share premium account, to the extent permitted by the Applicable Companies Laws.

General Meetings**53. Extraordinary General Meeting and Ordinary General Meetings**

Any general meeting of the company at which special resolutions are to be proposed other than an annual general meeting shall be called an extraordinary general meeting. Any general meeting at which no special resolutions are to be proposed which is not the annual general meeting shall be called an ordinary general meeting.

54. Annual General Meetings

The board shall convene and the company shall hold a general meeting called an annual general meeting in accordance with the requirements of the Applicable Companies Laws. The annual general meeting must be held every year in Luxembourg either at the head office of the company or where indicated in the notice of meeting, at 2.11 p.m. on the third Tuesday in May. The first annual general meeting will be held within 18 months of incorporation of the company and each subsequent annual general meeting within six months of the financial year end. Except in articles 4, 55, 77, 78 and 165, references to extraordinary general meetings in these articles shall include annual general meetings.

55. Convening of Extraordinary General Meetings and Ordinary General Meetings

The board may convene an extraordinary or ordinary general meeting whenever it thinks fit. The directors of the company are required to call a general meeting to be held within one month of the company receiving a request in writing to do so, with an indication of the agenda for the general meeting, from members representing at least 10 per cent. of the issued share capital of the company.

56. Location of General Meetings

All general meetings shall take place in Luxembourg.

Notice of General Meetings**57. Length of Notice**

All general meetings shall be convened by not less than 16 clear days' notice in writing or such shorter period as may be permitted by the Applicable Companies Laws. In accordance with the Luxembourg Companies Laws, the company shall also publish notice of all general meetings by way of announcement in the Luxembourg Official Gazette and a local Luxembourg newspaper. Such announcement shall be published twice, with a minimum interval of eight clear days between announcements and with the second of the announcements to be published a minimum of eight clear days before the general meeting. The notice shall specify the place, day

and time of the meeting, and the agenda and general nature of the business to be transacted and in the case of an annual general meeting, specify the meeting as such. Notice of every general meeting shall be given to all members other than any who, under the provisions of these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the company, and also to the auditors or, if more than one, each of them.

58. Notice of Extraordinary General Meetings

The notice convening an extraordinary general meeting shall contain the agenda for the meeting and, to the extent required by the Applicable Companies Laws, indicate any proposed amendments to these articles and the text of those amendments. Where an extraordinary general meeting proceeds to a second call because the quorum requirement set out in article 68(A) is not met at the first call of the meeting, the convening notice shall contain the same agenda as the notice for the first call of the extraordinary general meeting and shall state the date of, and the proportion of the issued share capital of the company which was represented by members present in person or by proxy at, the first call of the extraordinary general meeting at which a quorum was not present.

59. Omission or Non-Receipt of Notice

- (A) The accidental omission to give any notice of a meeting or the accidental omission to send or supply any document or other information relating to any meeting to, or the non-receipt (even if the company becomes aware of such non-receipt) of any such notice, document or other information by, any person entitled to receive the notice, document or other information shall not invalidate the proceedings at that meeting.
- (B) A member present in person or by proxy at a meeting shall be deemed to have received proper notice of that meeting and, where applicable, of the purpose of that meeting.

60. Circulation of Members' Resolutions

- (A) Members of the company may (in accordance with the provisions of this article) require the company to give, to members of the company entitled to receive notice of the next annual general meeting, notice of a resolution which may properly be moved and is intended to be moved at that meeting.
- (B) Members representing at least five per cent. of the total voting rights of all members who have a right to vote on the resolution at the annual general meeting to which the request relates, or not less than 100 members who have a relevant right to vote and who hold shares in the company on which there has been paid up an average sum, per member, of at least £100, may require the company to circulate, to members of the company entitled to receive notice of the next annual general meeting, such a notice of a resolution which may be properly moved and is intended to be moved at that meeting. If so required the company shall, unless the resolution:
 - (i) would, if passed, be ineffective (whether by reason of inconsistency with any enactment or these articles or otherwise);
 - (ii) is defamatory of any person; or

(iii) is frivolous or vexatious,

give notice of the resolution to each member of the company entitled to receive notice of the annual general meeting in the same manner as the notice of the meeting and at the same time, or as soon as reasonably practical after, it gives notice of the meeting.

- (C) The business which may be dealt with at an annual general meeting includes a resolution of which notice has been given in accordance with this article. If requests sufficient to require the circulation of notice of a resolution to members are received by the end of the accounting period preceding the meeting, the members who request the circulation of the resolution need not pay the company's expenses. Otherwise, the expenses of the company in circulating the notice of a resolution must be met by the members who requested the circulation of the notice under this article.
- (D) A request by the members under paragraph (A) of this article may be in hard copy or in electronic form and must:
- (i) identify the resolution of which notice is to be given;
 - (ii) be authenticated by the person or persons making it; and
 - (iii) be received by the company at least six weeks before the annual general meeting to which the request relates or, if later, the time at which notice is given of that meeting.

61. Circulation of Members' Explanatory Statements

- (A) The members may (in accordance with the provisions of this article) require the company to circulate, to members of the company entitled to receive notice of a general meeting, a members' statement of not more than 1,000 words.
- (B) Where so requested by members representing at least five per cent. of the total voting rights of all members who have a relevant right to vote, or by not less than 100 members who have a relevant right to vote and who hold shares in the company on which there has been paid up an average sum, per member, of at least £100, the company shall circulate, to members of the company entitled to receive notice of a general meeting, a members' statement of not more than 1,000 words with respect to:
- (i) a matter referred to in a proposed resolution to be dealt with at that meeting; or
 - (ii) other business to be dealt with at that meeting.
- (C) A request by the members under paragraph (A) of this article may be in hard copy or in electronic form and must:
- (i) identify the statement to be circulated;
 - (ii) be authenticated by the person or persons making it; and
 - (iii) be received by the company at least one week before the meeting to which it relates.

In this article:-

“relevant right to vote” means:

- (i) in relation to a statement with respect to a matter referred to in a proposed resolution, a right to vote on that resolution at a meeting to which the requests relate; and
- (ii) in relation to any other statement, a right to vote at the meeting to which the requests relate.

62. Information Rights

- (A) A member shall have the right to nominate another person (the **“nominated person”**), on whose behalf he holds shares, to enjoy information rights. For the purposes of this article, **“information rights”** has the meaning as defined in section 146 of the UK Companies Act 2006, which is the right to receive a copy of all communications that the company sends to the members generally or to any class of members that includes the person making the nomination, and the member’s rights to require copies of accounts and reports and a hard copy version of a document or information provided in another form.
- (B) This article does not confer rights enforceable against the company by anyone other than the member, and does not affect the requirements for an effective transfer or other disposition of the whole or part of a member’s interest in the company.
- (C) If the nominated person wishes to receive hard copy communications, he must: request the person making the nomination to notify the company of that fact, and provide an address to which such copies may be sent before the nomination is made. If the person making the nomination notifies the company that the nominated person wishes to receive hard copy communications, and provides the company with that address, the right of the nominated person is to receive hard copy communications accordingly. If no such notification is given (or no address is provided), the nominated person is deemed to have agreed that documents or information may be sent or supplied to him by the company by means of a website.
- (D) The nomination may be terminated at the request of the member or of the nominated person. The nomination ceases to have effect on the occurrence in relation to the member or the nominated person of any of the following:
 - (i) in the case of an individual, death or bankruptcy; or
 - (ii) in the case of a body corporate, dissolution or the making of an order for the winding up of the body otherwise than for the purposes of reconstruction.
- (E) The effect of any nominations made by a member is suspended at any time when there are more nominated persons than the member has shares in the company. Where a member holds different classes of shares with different information rights, and there are more nominated persons than he has shares conferring a particular right, the effect of any nominations made by him is suspended to the extent that they confer that right.

- (F) Where the company enquires of a nominated person whether he wishes to retain information rights, and does not receive a response within the period of 28 days beginning with the date on which the company's enquiry was sent, the nomination ceases to have effect at the end of that period. Such an enquiry is not to be made of a person more than once in any 12-month period.

63. Addition of Points to the General Meeting Agenda

- (A) In accordance with the Luxembourg Companies Laws, the directors shall add a point for discussion to the agenda of a general meeting on receiving a request to do so, in accordance with article 63(B), from one or more members holding at least one-tenth of the issued share capital of the company.
- (B) A request by the members under paragraph (A) must be in writing and must:
- (i) identify the point for discussion to be added to the agenda;
 - (ii) be authenticated by the person or persons making it; and
 - (iii) be sent by registered mail to the company at least five days before the meeting to which it relates.

64. Power to Require Website Publication of Audit Concerns

- (A) In accordance with the provisions of this article, the members may require the company to publish on a website a statement setting out any matter relating to the audit of the company's accounts or any circumstances connected with an auditor of the company ceasing to hold office (together, "**audit concerns**").
- (B) Where so requested by members representing at least five per cent. of the total voting rights (excluding treasury shares) of all the members who have a right to vote at the general meeting at which the company's annual accounts are laid, or by at least 100 members who have such right to vote and hold shares in the company on which there has been paid up an average sum, per member, of at least £100, the company shall publish on its website a statement setting out any audit concerns raised by members in such a request. The request:
- (i) may be sent to the company in hard copy or electronic form;
 - (ii) must identify the statement to which it relates;
 - (iii) must be authenticated by the person or persons making it; and
 - (iv) must be received by the company at least one week before the meeting to which it relates.
- (C) The company is not required to place on a website a statement under this article where the board is satisfied in good faith that the rights conferred by this article are being abused.

- (D) The company shall not be liable for any failure to comply with this article which is wholly attributable to circumstances that it would not be reasonable to have expected the company to prevent or avoid.
- (E) The information must be made available on a website that is maintained by or on behalf of the company, and identifies the company. Access to the information on the website, and the ability to obtain a hard copy of the information from the website shall not be conditional on the payment of a fee or otherwise restricted. The statement must be made available within three working days of the company being required to publish it on a website, and must be kept available until after the meeting to which it relates.
- (F) The company must, in the notice of the general meeting at which the annual accounts are to be approved, clearly state:
 - (i) the possibility of a statement being placed on a website in pursuance of members' requests made under this article;
 - (ii) that the company will not require the members requesting website publication to pay its expenses in complying with this article; and
 - (iii) that where the company is required to place a statement on a website under this article it must forward the statement to the company's auditor not later than the time when it makes the statement available on the website.
- (G) The business which may be dealt with at the general meeting at which the annual accounts are approved includes any statement that the company has been required under this article to publish on a website.

65. Postponement of General Meetings

If the board, in its absolute discretion, considers that it is impractical or undesirable for any reason to hold a general meeting on the date or at the time or place specified in the notice calling the general meeting, it may postpone or move the general meeting to another date, time and/or place. The board shall give notice of the rescheduling of the meeting as if it were the original meeting in accordance with the provisions of article 57 and (where applicable) article 58. If a meeting is rescheduled in this way, the appointment of a proxy will be valid if it is received as required by these articles not less than 48 hours before the time appointed for holding the rescheduled meeting. The board may also postpone or move the rescheduled meeting under this article.

Proceedings at General Meetings

66. Quorum

Subject to the provisions of article 67, no business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business, but the absence of a quorum shall not preclude the choice or appointment of a chairman of the meeting and, to the extent required by the Luxembourg Companies Laws, the other members of the bureau (constituted under article 71), which shall not be treated as part of the business of the meeting. Save as provided in article 68(B), two members present in person or by proxy and entitled to

vote shall be a quorum for all purposes (but not less than two individuals shall constitute a quorum).

67. Procedure if Quorum Not Present

If within five minutes (or such longer time not exceeding one hour as the chairman of the meeting may decide to wait) after the time appointed for the commencement of any meeting which is not an extraordinary general meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be dissolved. If the board wishes to reconvene the meeting, it shall do so in accordance with the provisions of article 57 as if it were the original meeting but the board may amend, replace or change items on the agenda for the reconvened meeting, where it considers it appropriate to do so.

68. Quorum at Extraordinary General Meetings

- (A) Where an extraordinary general meeting is held, the quorum shall be members holding shares representing at least 50 per cent of the issued share capital (excluding shares which do not carry a right to attend and vote at general meetings and treasury shares) present in person or by proxy.
- (B) If a quorum is not present at the first call of an extraordinary general meeting, the meeting may be reconvened. At the reconvened extraordinary general meeting, two members present in person or by proxy shall be a quorum, regardless of their percentage holding of shares in the company.
- (C) Notice of an extraordinary general meeting which is reconvened under this article must comply with the provisions of articles 57 and 58 save that, in accordance with the Luxembourg Companies Laws, the announcement of the meeting shall be published twice in the Luxembourg Official Gazette and two local Luxembourg newspapers, with a minimum interval of 15 clear days between announcements and with the second of the announcements to be published a minimum of 15 clear days before the reconvened general meeting is to be held.

69. Security Arrangements

The board may direct that persons wishing to attend any general meeting should submit to such searches or other security arrangements or restrictions as the board shall consider appropriate in the circumstances and shall be entitled in its absolute discretion to, or to authorise some one or more persons who shall include a director or the secretary or the chairman of the meeting to, refuse entry to, or to eject from, such general meeting any person who fails to submit to such searches or otherwise to comply with such security arrangements or restrictions.

70. Chairman of General Meeting

The chairman (if any) of the board or, in his absence, the deputy chairman (if any) shall preside as chairman at every general meeting. If more than one deputy chairman is present they shall agree among themselves who is to take the chair or, if they cannot agree, the deputy chairman who has been in office as a director longest shall take the chair. If there is no chairman or deputy chairman, or if at any meeting neither the chairman nor any deputy chairman is present within five minutes after the time appointed for the commencement of the meeting, or if neither

the chairman nor any deputy chairman is willing to act as chairman, the directors present shall choose one of their number to act, or if one director only is present he shall preside as chairman of the meeting if willing to act. If no director is present, or if each of the directors present declines to take the chair, the persons present and entitled to vote shall appoint one of their number to be chairman of the meeting. Nothing in these articles shall restrict or exclude any of the powers or rights of a chairman of a meeting which are given by law.

71. Bureau

At each general meeting of the company, to the extent required by the Luxembourg Companies Laws, a bureau composed of the chairman of the general meeting, a secretary of the meeting and one or more scrutineers (as proposed or requested by the chairman of the meeting) shall be appointed. The secretary shall act as secretary to every general meeting unless another person is appointed as secretary to a general meeting by the chairman of the meeting.

72. Orderly Conduct

The chairman of the meeting shall take such action or give directions for such action to be taken as he thinks fit to promote the orderly conduct of the business of the meeting as laid down in the notice of the meeting. The chairman's decision on points of order, matters of procedure or arising incidentally from the business of the meeting shall be final as shall be his determination as to whether any point or matter is of such a nature.

73. Entitlement to Attend and Speak

Each director shall be entitled to attend and speak at any general meeting of the company. The chairman of the meeting may invite any person to attend and speak at any general meeting of the company where he considers that this will assist in the deliberations of the meeting. A proxy shall be entitled to speak at any general meeting of the company.

74. Suspension and Adjournment of General Meetings

The chairman of the meeting may at any time suspend any meeting (whether or not it has commenced or a quorum is present) to another time or place where it appears to him that (a) the members entitled to vote and wishing to attend cannot be conveniently accommodated in the place appointed for the meeting (b) the conduct of persons present prevents or is likely to prevent the orderly continuation of business or (c) a suspension is otherwise necessary so that the business of the meeting may be properly conducted. In addition, the chairman of the meeting may at any time with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting either sine die or to another time or place. When a meeting is adjourned sine die, the time and place for the adjourned meeting shall be fixed by the board. No business shall be transacted at any suspended or adjourned meeting except business which might properly have been transacted at the meeting had the suspension or adjournment not taken place.

75. Notice of Suspension or Adjournment

If the continuation of a suspended or adjourned meeting is to take place more than 48 hours after it was suspended or adjourned, notice of the suspended or adjourned meeting shall be given as in the case of an original meeting in accordance with article 57 and (where applicable)

article 58. Except where these articles otherwise require, it shall not be necessary to give any notice of a suspended or adjourned meeting or of the business to be transacted at a suspended or adjourned meeting.

76. Prorogation of General Meetings

In accordance with the Luxembourg Companies Laws, the board may decide prior to the conclusion of any general meeting to prorogue that general meeting to a date which is four weeks (or such longer period as may be permitted by the Luxembourg Companies Laws) after the date on which that general meeting was held. It must do so at the request of members representing at least one-fifth of the issued share capital of the company. Any such prorogation shall cancel all resolutions passed at the meeting before the board decides to prorogue the meeting. The meeting may be reconvened in accordance with article 57 and (where applicable) article 58 with the same agenda as the original meeting and the reconvened meeting shall be entitled to pass final resolutions, provided that the necessary conditions as to quorum are fulfilled. No business shall be transacted at any reconvened meeting except business which might properly have been transacted at the meeting had the prorogation not taken place.

77. Notary Public

If required by the Luxembourg Companies Laws, extraordinary general meetings and the annual general meeting shall be held before an appropriate notary public and the minutes shall be recorded by notarial deed. The notary public shall be present for the entire duration of the extraordinary general meeting, or annual general meeting, if required, and, together with the bureau, shall sign the minutes of the extraordinary general meeting or the annual general meeting.

78. Minutes of General Meetings

The company shall keep the original minutes of the proceedings at all general meetings at the office. For ordinary general meetings, the minutes are to be signed by the bureau. Once signed by the bureau the minutes constitute evidence of the proceedings at the general meeting. In the case of an extraordinary general meeting or the annual general meeting, the minutes shall be signed by both the bureau and, where required by the Luxembourg Companies Laws, by a notary. The directors and company secretary are also authorised, individually, to certify copies of the minutes of all general meetings for any purpose.

Amendments

79. Amendments to Resolutions

Subject to the Luxembourg Companies Laws, in the case of a resolution duly proposed as a special resolution no amendment thereto (other than an amendment to correct a patent error) may be considered or voted upon and in the case of a resolution duly proposed as an ordinary resolution no amendment thereto (other than an amendment to correct a patent error) may be considered or voted upon unless either at least 48 hours prior to the time appointed for holding the meeting or adjourned meeting at which such ordinary resolution is to be proposed notice in writing of the terms of the amendment and intention to move the same has been received by the company or the chairman of the meeting in his absolute discretion decides that it may be

considered or voted upon. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is put to the vote.

80. Amendments Ruled Out of Order

If an amendment shall be proposed to any resolution under consideration but shall 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.

Voting

81. Votes of Members

- (A) All resolutions shall be passed by a simple majority of votes cast unless a higher majority is required by the Applicable Companies Laws or these articles. On a poll every member who is present in person or by proxy shall, subject to any special terms as to voting upon which any shares may be issued or may at the relevant time be held and to any other provisions of these articles, have one vote for every share of which he is the holder. On a poll a member present in person or by proxy who is entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- (B) Subject to any special terms as to voting upon which any shares may be issued or may at the relevant time be held and to any other provisions of these articles, on a show of hands every member who is present in person or by proxy at a general meeting of the company shall have one vote.
- (C) The company shall not be entitled to exercise any voting rights, whether on a show of hands or on a poll, in respect of any shares held by it as treasury shares.

82. Method of Voting

- (A) At any general meeting all Substantive Resolutions put to a vote of the meeting shall be decided on a poll, and all Other Resolutions put to a vote of the meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by:
 - (i) the chairman of the meeting; or
 - (ii) at least five members present in person or by proxy and entitled to vote on the resolution; or
 - (iii) any member or members present in person or by proxy and representing in the aggregate not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution; or
 - (iv) any member or members present in person or by proxy and holding shares conferring a right to attend and vote at the meeting on which there have been paid up sums in the aggregate equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

- (B) For the purposes of this article:
- (i) **“Substantive Resolutions”** are all resolutions of the company which are not Other Resolutions; and
 - (ii) **“Other Resolutions”** are any resolutions put to a general meeting of the company which is of a minor procedural nature, including without limitation any resolution to correct a patent error in a Substantive Resolution or any resolution for adjournment.

83. Chairman’s Declaration Conclusive on Other Resolutions

Unless a poll is so demanded and the demand is not withdrawn, a declaration by the chairman of the meeting that an Other Resolution voted on a show of hands has been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against the resolution.

84. Procedure on a Poll

- (A) On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion and, if he does, he shall specify the number of shares in respect of which each proxy is entitled to exercise the related votes and shall ensure that no proxy is appointed to exercise the votes which any other proxy has been appointed by that member to exercise.
- (B) A poll shall be taken in such manner as the chairman of the meeting shall direct. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

85. Independent Scrutiny of a Poll

- (A) The directors are required to obtain an independent report on any poll taken or to be taken at a general meeting of the company if they receive requests to do so from members representing not less than 5 per cent. of the total voting rights of all the members who have a right to vote on the matter to which the poll relates (excluding any voting rights attached to any shares in the company held as treasury shares), or not less than 100 members who have a right to vote on the matter to which the poll relates and hold shares in the company on which there has been paid up an average sum, per member, of not less than £100.
- (B) A request under this article may be in hard copy or electronic form and:
 - (i) must identify the poll or polls to which it relates;
 - (ii) must be authenticated by the person or persons making it; and
 - (iii) must be received by the company not later than one week after the date on which the poll is taken.

(C) The directors must, within a week of the company being required to obtain a report under this article, appoint a person they consider to be appropriate (an “**independent assessor**”) to prepare a report for the company on the poll or polls. The directors must not appoint a person who:

- (i) is not independent, or
- (ii) has another role in relation to any poll on which he is to report (including, in particular, a role in connection with collecting or counting votes or with the appointment of proxies).

(D) An assessor appointed for the purposes of this article is not regarded as **independent** if:

- (i) he was a scrutineer appointed to the bureau of the general meeting at which the poll on which he is to report was taken;
- (ii) he is an officer or employee of the company;
- (iii) he is an officer or employee of a subsidiary of the company; or
- (iv) any person who is a partner or employee of such a person, or a partnership of which such a person is a partner.

(E) The report of the independent assessor must state his opinion and give reasons for his opinion on whether:

- (i) the procedures adopted in connection with the poll or polls were adequate;
- (ii) the votes cast (including proxy votes) were fairly and accurately recorded and counted;
- (iii) the validity of members’ appointments of proxies was fairly assessed; and
- (iv) the notice of the meeting contained a statement of a member’s right to appoint a proxy.

If the independent assessor is unable to form an opinion on any of those matters, the report must record that fact.

(F) An independent assessor appointed to report on a poll is entitled to:

- (i) attend the meeting at which the poll or polls will be taken;
- (ii) be provided with a copy of the notice of the meeting, and any other communication provided by the company in connection with the meeting to persons who have a right to vote on the matter to which the poll relates;
- (iii) have access to the company’s records relating to the poll or polls and the meeting at which the poll or polls may be, or were, taken; and

- (iv) require anyone who at any material time was a director or secretary of the company, an employee of the company, a person holding or accountable for any of the company's records, a member of the company, or an agent of the company, to provide him with information or explanations. For this purpose, "agent" includes the company's bankers, solicitors and auditor.
- (G) The company must ensure that the following information is made available on a website:
- (i) the fact of the independent assessor's appointment;
 - (ii) his identity;
 - (iii) the text of the resolution or a description of the subject matter of the poll to which his appointment relates; and
 - (iv) a copy of his report.
- (H) The information must be made available on a website that is maintained by or on behalf of the company, and identifies the company. Access to the information on the website, and the ability to obtain a hard copy of the information from the website, shall not be conditional on the payment of a fee or otherwise restricted. The information must be made available as soon as reasonably practicable, and must be kept available throughout the period of two years beginning with the date on which it is first made available on a website in accordance with this article.

86. Votes of Joint Holders

In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the register in respect of the joint holding.

87. Voting on Behalf of Incapable Member

A member in respect of whom a special or general attorney is appointed or an order has been made by any competent court or official on the ground that he is or may be suffering from mental disorder or interdiction or is otherwise incapable of managing his affairs may vote at any general meeting of the company or at any separate general meeting of the holders of any class of shares in the company and may exercise any other right conferred by membership in relation to general meetings by or through any person authorised in such circumstances to do so on his behalf (and that person may vote on a poll or by proxy), provided that evidence to the satisfaction of the board of the authority of the person claiming to exercise the right to vote or such other right has been received by the company not later than the last time at which appointments of proxy should have been received in order to be valid for use at that meeting or on the holding of that poll.

88. No Right to Vote where Sums Overdue on Shares

No member shall be entitled in respect of any share held by him to attend or vote (either personally or by proxy) at any general meeting of the company or at any separate general

meeting of the holders of any class of shares in the company or upon a poll or to exercise any other right conferred by membership in relation to general meetings or polls unless all calls or other sums presently payable by him in respect of that share have been paid.

Proxies and Corporate Representatives

89. Appointment of Proxies

The appointment of a proxy shall be in writing signed by the appointor or his duly authorised attorney or, if the appointor is a corporation, shall either be signed under its seal or signed by an officer, attorney or other person authorised to sign it.

90. Receipt of Proxies

(A) The appointment of a proxy must:

- (i) in the case of an appointment made in hard copy form, be received at the office (or such other place in Jersey, the United Kingdom or Luxembourg as may be specified by the company for the receipt of appointments of proxy in hard copy form) not less than 48 hours (or such shorter time as the board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote together with (if required by the board) any authority under which it is made (or a copy of the authority certified notarially or in some other way approved by the board); or
- (ii) in the case of an appointment made by electronic means, be received at the address specified by the company for the receipt of appointments of proxy by electronic means not less than 48 hours (or such shorter time as the board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote. Any authority under which it is made (or a copy of the authority certified notarially or in some other way approved by the board), must, if required by the board, be received at such address or at the office (or such other place in Jersey, the United Kingdom or Luxembourg as may be specified by the company for the receipt of such documents) not less than 48 hours (or such shorter time as the board may determine) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

and an appointment of a proxy which is not, or in respect of which the authority or copy thereof is not, received in a manner so permitted shall be invalid. When two or more valid but differing appointments of a proxy are received in respect of the same share for use at the same meeting, ~~or~~ the one which is last received (regardless of its date or of the date of its signature) shall be treated as replacing and revoking the others as regards that share; if the company is unable to determine which was last received, none of them shall be treated as valid in respect of that share. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting concerned. The proceedings at a general meeting shall not be invalidated where an appointment of a proxy in respect of that meeting is sent in electronic form as provided in these articles, but because of a technical problem it cannot be read by the recipient.

91. Maximum Validity of Proxy

No appointment of a proxy shall be valid after 12 months have elapsed from the date of its receipt save that, unless the contrary is stated in it, an appointment of a proxy shall be valid for use at an adjourned or prorogued meeting even after 12 months, if it was valid for the original meeting.

92. Form of Proxy

The appointment of a proxy shall be in any usual form or in such other form as the board may approve. The appointment of a proxy shall be deemed to confer authority to demand or to join in demanding a poll or to vote on any amendment of a resolution put to, or any other business which may properly come before, the meeting for which it is given as the proxy thinks fit. The appointment of a proxy shall, unless the contrary is stated in it, be valid as well for any adjournment or prorogation of the meeting as for the meeting to which it relates.

93. Deemed Appointment of Proxy

- (A) If after giving notice of a meeting the company receives a certificate issued by a member of the company which is a custodian confirming that such member holds any number of shares on behalf of another person, that certificate shall be deemed to be an appointment of proxy given by that member in respect only of the number of shares specified in the certificate in favour of the person named on the certificate and, accordingly, that person will be entitled to attend and vote at any general meeting of the company as proxy for that member in respect only of the number of shares specified in the certificate, provided that:
- (i) the form of such certificate complies with all relevant formalities prescribed by Luxembourg law;
 - (ii) the company is entitled to request such other evidence as it may reasonably require in relation to the ownership of the shares to which the certificate relates; and
 - (iii) articles 89 to 92 (inclusive) and article 94 shall apply to the certificate and the appointment made under it.
- (B) If a member which is a custodian issues certificates which relate to a higher number of shares than the number of shares in respect of which the member is a holder, none of the certificates shall be deemed to be an appointment of proxy under this article.
- (C) For the purposes of this article, “**custodian**” shall have the meaning given to “*depositaire*” in the Luxembourg law on the circulation of securities and other fungible instruments of 1 August 2001 (as amended).

94. Cancellation of Proxy’s Authority

A vote given or a poll demanded by a proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless notice in writing of the determination was received by

the company at the office (or such other place or address as was specified by the company for the receipt of appointments of proxy in the notice convening the meeting or in any notice of any adjournment or, in either case, in any accompanying document) not later than the last time at which an appointment of a proxy should have been received in order to be valid for use at the meeting at which the vote was given or the poll taken.

95. Corporate Representatives

- (A) Any body corporate which is a member of the company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any general meeting. The person so authorised shall be entitled to exercise the same powers on behalf of such body corporate as the body corporate could exercise if it were an individual member of the company and such body corporate shall for the purposes of these articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.
- (B) Where a person is authorised under this article to represent a body corporate at a general meeting, the directors or chairman of the meeting may require him to produce a certified copy of the resolution or other authority from which he derives his authority.

Class Meetings

96. Separate General Meetings

The provisions of these articles relating to general meetings shall apply, with any necessary modifications, to any separate general meeting of the holders of shares of a class. For this purpose, a general meeting at which no holder of a share other than an ordinary share may, in his capacity as a member, attend or vote shall also constitute a separate general meeting of the holders of the ordinary shares.

Appointment, Retirement and Removal of Directors

97. Number of Directors

Unless otherwise determined by ordinary resolution of the company, the directors shall be no fewer than three or more than 12 in number.

98. Residence of Directors

A majority of the directors shall, at all times, not be resident in the United Kingdom for tax purposes.

99. Directors' Shareholding Qualification

No shareholding qualification for directors shall be required.

100. Power of Company to Appoint Directors

Subject to the provisions of these articles, the company may by ordinary resolution elect any person who is willing to act to be a director, either to fill a vacancy or as an addition to the

existing board, but so that the total number of directors shall not at any time exceed any maximum number fixed by or in accordance with these articles and so that there remains a majority of directors not resident in the United Kingdom for tax purposes.

101. Power of Board to Appoint Directors

Subject to the provisions of these articles, the board may appoint any person who is willing to act to be a director to fill a vacancy but so that there remains a majority of directors not resident in the United Kingdom for tax purposes. Any director so appointed shall retire at the next annual general meeting and shall then be eligible for election but shall not be taken into account in determining the directors or the number of directors who are to retire by rotation at that meeting.

102. Retirement of Directors by Rotation

At every annual general meeting any director:

- (i) who has been appointed by the board since the last annual general meeting to fill a vacancy, or
- (ii) whose term in office, as determined by the ordinary resolution which appointed him, has expired, or
- (iii) who held office at the time of the two preceding annual general meetings and who did not retire at either of them, or
- (iv) who has held office with the company, other than employment or executive office, for a continuous period of six years or more at the date of the meeting,

shall retire from office and may offer himself for re-appointment by the members.

103. Filling Vacancies

Subject to the provisions of these articles, at the meeting at which a director retires the company can pass an ordinary resolution to re-appoint the director or to elect some other eligible person in his place.

104. Power of Removal by Ordinary Resolution

The company may at any time by ordinary resolution remove any director ad nutum, at any time and without cause before the expiration of his period of office and may (subject to these articles) by ordinary resolution appoint another person who is willing to act to be a director in his place.

105. Persons Eligible as Directors

No person other than a director retiring at the meeting shall be appointed or re-appointed a director at any general meeting unless:

- (i) he is recommended by the board; or

- (ii) not less than seven nor more than 42 days before the day appointed for the meeting, notice in writing by a member qualified to vote at the meeting (not being the person to be proposed) has been given to the secretary of the intention to propose that person for appointment or re-appointment together with confirmation in writing by that person of his willingness to be appointed or re-appointed.

106. Position of Retiring Directors

A director who retires at an annual general meeting may, if willing to continue to act, be re-appointed. If he is re-appointed he is treated as continuing in office throughout the meeting. If he is not re-appointed, he shall retain office until the end of the meeting or (if earlier) when a resolution is passed to appoint someone in his place or when a resolution to re-appoint the director is put to the meeting and lost.

107. Vacation of Office by Directors

- (A) Without prejudice to the provisions for retirement contained in these articles, the office of a director shall be vacated if:
 - (i) he resigns his office by notice in writing sent to or received at the office or at an address specified by the company for the purposes of communication by electronic means or tendered at a meeting of the board; or
 - (ii) by notice in writing sent to or received at the office or at an address specified by the company for the purposes of communication by electronic means or tendered at a meeting of the board, he offers to resign and the board resolves to accept such offer; or
 - (iii) he is or has been suffering from mental ill health or becomes a patient for the purpose of any statute relating to mental health and the board resolves that his office is vacated; or
 - (iv) he is absent without the permission of the board from meetings of the board for six consecutive months and the board resolves that his office is vacated; or
 - (v) he becomes bankrupt or compounds with his creditors generally; or
 - (vi) he is prohibited or disqualified by law from being a director;
 - (vii) he becomes resident in the United Kingdom for tax purposes (having been resident outside of the United Kingdom for tax purposes on, and for a continuous period since, the date of his appointment as director) and as a result of his change in residency the majority required by article 98 is no longer met; or
 - (viii) he ceases to be a director by virtue of the Applicable Companies Laws or is removed from office pursuant to these articles.

- (B) If the office of a director is vacated for any reason, he shall cease to be a member of any committee or sub-committee of the board.
- (C) Where a director vacates his office for the reason set out at sub-paragraph (vii) above, the board shall as soon as practicable appoint any person who is willing to act to be a director and who is resident outside of the United Kingdom for tax purposes to fill the vacancy.

108. Directors' Alternates or Proxies

- (A) A director may appoint another director in office to be his alternate or proxy to represent him at any meeting (including committee meetings). Any appointment of an alternate or proxy by a director shall be effected by notice in writing signed by the appointor and sent to or received at the office or at an address specified by the company for the purpose of communication by electronic means or tendered at a meeting of the board (including the meeting at which the alternate or proxy is to represent the appointor), or in any other manner approved by the board. Any director appointed as alternate or proxy by another director shall be entitled to attend and vote as a director at the relevant meeting(s) for which he is appointed and may exercise and discharge all the functions, powers, rights and duties of his appointor as a director at that/those meeting(s).
- (B) A director may act as an alternate or proxy for more than one director at the same meeting. Every director appointed as an alternate or proxy for another director shall have one vote for each director for whom he acts as alternate or proxy, in addition to his own vote. For the purposes of determining whether a quorum is present, directors who have appointed another director as their alternate or proxy to represent them at a meeting shall be deemed to be present at that meeting, provided that a minimum of two directors who have not appointed an alternate or proxy to represent them are present at the meeting. Signature by an alternate or proxy appointed by a director of any resolution in writing of the board shall not, however, be effective as if it were a signature by his appointor.
- (C) The appointment of an alternate or proxy shall not preclude a director from attending and voting in person at the meeting concerned. A director who appoints an alternate or proxy may revoke that appointment at any time at his discretion.
- (D) The appointor of an alternate or proxy shall not direct the alternate or proxy to vote in a particular way in relation to any particular resolution on the agenda for the meeting or committee meeting at which the alternate or proxy will represent his appointor.

109. Executive Directors

The board or any committee authorised by the board may from time to time appoint one or more directors to hold any employment or executive office with the company for such period and upon such other terms as the board or any committee authorised by the board may in its discretion decide and may revoke or terminate any appointment so made. Any revocation or termination of the appointment shall be without prejudice to any claim for damages that the director may have against the company or the company may have against the director for any breach of any contract of service between him and the company which may be involved in the revocation or termination. A director so appointed shall receive such remuneration (whether by way of salary,

commission, participation in profits or otherwise) as the board or any committee authorised by the board may decide, and either in addition to or in lieu of his remuneration as a director.

Fees, Remuneration, Expenses and Pensions

110. Directors' Fees

Each of the directors shall be paid a fee at such rate as may from time to time be determined by the board provided that the aggregate of all fees so paid to directors (excluding amounts payable under any other provision of these articles) shall not exceed £1,500,000 per annum or such higher amount as may from time to time be decided by ordinary resolution of the company.

111. Additional Remuneration

Any director who performs services which in the opinion of the board or any committee authorised by the board go beyond the ordinary duties of a director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the board or any committee authorised by the board may in its discretion decide in addition to any remuneration provided for, by or pursuant to any other article.

112. Expenses

Each director may be paid his reasonable travelling, hotel and incidental expenses of attending and returning from meetings of the board or committees of the board or general meetings of the company or any other meeting which as a director he is entitled to attend and shall be paid all other costs and expenses properly and reasonably incurred by him in the conduct of the company's business or in the discharge of his duties as a director. The aggregate of all expenses so paid to directors under this article shall not exceed £1,500,000 per annum or such higher amount as may from time to time be decided by ordinary resolution of the company.

113. Pensions and Gratuities for Directors

Subject to the Applicable Companies Laws, the board or any committee authorised by the board may exercise all the powers of the company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any director or former director or the relations, or dependants of, or persons connected to, any director or former director provided that no benefits (except such as may be provided for by any other article) may be granted to or in respect of a director or former director who has not been employed by, or held an executive office or place of profit under, the company or any body corporate which is or has been its subsidiary or any predecessor in business of the company or any such body corporate without the approval of an ordinary resolution of the company. No director or former director shall be accountable to the company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company. The aggregate benefits so paid to directors under this article shall not exceed £750,000 per annum or such higher amount as may from time to time be decided by ordinary resolution of the company.

114. Payments for Loss of Office

(A) Prior approval by ordinary resolution is required for:

- (i) any payment for loss of office to be made to a director;
 - (ii) any payment for loss of office to a director in connection with the transfer of the whole or any part of the undertaking or property of the company or in connection with the transfer of the undertaking or property of a subsidiary; and
 - (iii) any payment for loss of office to a director in connection with a share transfer in relation to shares in the company or a subsidiary, resulting from a takeover bid (but in this case any person making the takeover offer and any associate of his cannot vote at the meeting but they may attend and speak, be given notice of the meeting and, if present (in person or by proxy) count towards the quorum).
- (B) A memorandum setting out particulars of the proposed payment must be available for inspection at the office for not less than 15 days ending with the date of the general meeting at which the resolution is to be proposed and at the meeting itself.
- (C) Approval under paragraph (A) above is not required in respect of payments made in good faith in discharge of an existing legal obligation, by way of damages for breach of such an obligation, by way of settlement or compromise of any claim arising in connection with the termination of a person's office or employment, by way of pension in respect of past services or if the company or any of its subsidiaries, makes a payment, which, together with any other relevant payments, does not exceed £200.
- (D) For the purposes of this article, a **payment for loss of office** includes:
- (i) a payment for the loss of any other office or employment with the company in connection with the management of affairs of the company or any of its subsidiaries while a director of the company or in connection with his ceasing to be a director of it;
 - (ii) a payment for, or in connection with, a director's retirement from office as a director, or from any other office or employment with the company or its subsidiaries in connection with the management of their affairs; and
 - (iii) a payment as set out in sub-paragraphs (i) and (ii) above which is made to persons connected to directors and to payments made by another person at the direction or on behalf of the company.

Directors' Interests

115. Duty of Directors to Disclose Interests

- (A) If a director is in any way directly or indirectly interested in a proposed contract with the company or a subsidiary of the company or a contract that has been entered into by the company or a subsidiary of the company, he must declare the nature and extent of that interest to the directors either:
- (i) at the first meeting of the directors at which the contract is considered after the director concerned becomes aware of the circumstances giving rise to his or her duty to make it; or

- (ii) by a notice in writing sent to the other directors in hard copy or electronic form or delivered to the secretary who shall inform the directors that it has been made and shall in any event table the notice of the disclosure at the next meeting of the directors after it is made.

A declaration made under this article may either relate to a specific contract or may be by way of a general notice of an interest in all transactions or arrangements with a specified body corporate, firm or other person.

(B) Provided he has declared his interest in accordance with paragraph (A), a director may:

- (i) be party to, or otherwise interested in, any contract with the company or in which the company has a direct or indirect interest;
- (ii) hold any other office or place of profit with the company (except that of auditor) in conjunction with his office of director for such period and upon such terms, including as to remuneration, as the board may decide;
- (iii) act by himself or through a firm with which he is associated in a professional capacity for the company or any other company in which the company may be interested (otherwise than as auditor);
- (iv) be or become a director or other officer of, or employed by or otherwise be interested in any holding company or subsidiary company of the company or any other company in which the company may be interested; and
- (v) be or become a director of any other company in which the company does not have an interest and which cannot reasonably be regarded as giving rise to a conflict of interest at the time of his appointment as a director of that other company.

(C) Without prejudice to the other provisions of these articles, any director who has an interest in a transaction submitted for approval to the board of directors, unless it relates to the current operations entered into under normal conditions, which conflicts with the interests of the company, shall, in accordance with the Luxembourg Companies Law, be obliged to advise the board of that interest and to cause a record of his statement to be included in the minutes of the meeting. He may not take part in deliberations in relation to the approval of this transaction. At the next following general meeting, before any other resolution is put to the vote, a special report shall be made on any transactions in which any of the directors have had an interest which conflicts with that of the company.

116. Benefits

A director shall not, by reason of his office or of the fiduciary relationship thereby established, be liable to account to the company for any remuneration, profit or other benefit realised by reason of his having any type of interest permitted under article 115(B) and no contract shall be liable to be avoided on the grounds of a director having any type of interest permitted under article 115(B).

117. Quorum and Voting Requirements

- (A) A director shall not vote on or be counted in the quorum in relation to any resolution of the board concerning his own appointment, or the settlement or variation of the terms or the termination of his own appointment, as the holder of any office or place of profit with the company or any other company in which the company is interested.
- (B) Where proposals are under consideration concerning the appointment, or the settlement or variation of the terms or the termination of the appointment, of two or more directors to offices or places of profit with the company or any other company in which the company is interested, a separate resolution may be put in relation to each director and in that case each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution unless it concerns his own appointment or the settlement or variation of the terms or the termination of his own appointment or the appointment of another director to an office or place of profit with a company in which the company is interested and the director seeking to vote or be counted in the quorum has a Relevant Interest in it.
- (C) A director shall not vote on, or be counted in the quorum in relation to, any resolution of the board in respect of any contract in which he has an interest and, if he shall do so, his vote shall not be counted, but this prohibition shall not apply to any resolution where that interest cannot reasonably be regarded as likely to give rise to a conflict of interest or where that interest arises only from one or more of the following matters:
- (i) the giving to him of any guarantee, indemnity or security in respect of money lent or obligations undertaken by him or by any other person at the request of or for the benefit of the company or any subsidiary of the company;
 - (ii) the giving to a third party of any guarantee, indemnity or security in respect of a debt or obligation of the company or any subsidiary of the company for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
 - (iii) the giving to him of any other indemnity where all other directors are also being offered indemnities on substantially the same terms;
 - (iv) subject to the Applicable Companies Laws, the funding by the company of his expenditure on defending proceedings or the doing by the company of anything to enable him to avoid incurring such expenditure where all other directors are being offered substantially the same arrangements;
 - (v) where the company or any subsidiary of the company is offering securities in which offer the director is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the director is to participate;
 - (vi) any contract in which he is interested by virtue of his interest in shares or debentures or other securities of the company or by reason of any other interest in or through the company;

- (vii) any contract concerning any other company (not being a company in which the director has a Relevant Interest) in which he is interested directly or indirectly whether as an officer, shareholder, creditor or otherwise howsoever;
 - (viii) any contract concerning the adoption, modification or operation of a pension fund, superannuation or similar scheme or retirement, death or disability benefits scheme or employees' share scheme which relates both to directors and employees of the company or of any subsidiary of the company and does not provide in respect of any director as such any privilege or advantage not accorded to the employees to which the fund or scheme relates;
 - (ix) any contract for the benefit of employees of the company or of any subsidiary of the company under which he benefits in a similar manner to the employees and which does not accord to any director as such any privilege or advantage not accorded to the employees to whom the contract relates; and
 - (x) any contract for the purchase or maintenance of insurance against any liability for, or for the benefit of, any director or directors or for, or for the benefit of, persons who include directors.
- (D) A company shall be deemed to be one in which a director has a Relevant Interest if and so long as (but only if and so long as) he is to his knowledge (either directly or indirectly) the holder of or beneficially interested in 1 per cent. or more of any class of the equity share capital of that company (calculated exclusive of any shares of that class in that company held as treasury shares) or of the voting rights available to members of that company.
- (E) Where a company in which a director has a Relevant Interest is interested in a contract, he also shall be deemed interested in that contract.
- (F) If any question shall arise at any meeting of the board as to the interest of a director (other than the chairman of the meeting) in a contract and whether it is likely to give rise to a conflict of interest or as to the entitlement of any director (other than the chairman of the meeting) to vote or be counted in the quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or not to be counted in the quorum, the question shall be referred to the chairman of the meeting and his ruling in relation to the director concerned shall be conclusive except in a case where the nature or extent of the director's interest (so far as it is known to him) has not been fairly disclosed to the board. If any question shall arise in respect of the chairman of the meeting, the question shall be decided by a resolution of the board (for which purpose the chairman of the meeting shall be counted in the quorum but shall not vote on the matter) and the resolution shall be conclusive except in a case where the nature or extent of the interest of the chairman of the meeting (so far as it is known to him) has not been fairly disclosed to the board.
- (G) Subject to these articles, the board may also cause any voting power conferred by the shares in any other company held or owned by the company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise of the voting power or power of appointment in favour of the appointment of the directors or any of them as directors or officers of the other company, or in favour of the

payment of remuneration to the directors or officers of the other company. Subject to these articles, a director may also vote on and be counted in the quorum in relation to any of such matters.

118. General

- (A) References in articles 115 to 117 and in this article to:
- (i) a contract include references to any proposed contract and to any transaction or arrangement or proposed transaction or arrangement whether or not constituting a contract; and
 - (ii) a conflict of interest include a conflict of interest and duty and a conflict of duties.
- (B) Subject to the Applicable Companies Laws, the company may by ordinary resolution suspend or relax the provisions of articles 115 to 117 to any extent or ratify any contract not properly authorised by reason of a contravention of any of the provisions of articles 115 to 117.

Powers and Duties of the Board

119. General Powers of Company Vested in Board

Subject to the provisions of the Applicable Companies Laws and these articles and to any directions given by the company in general meeting by special resolution, the business of the company shall be managed by the board which may exercise all the powers of the company whether relating to the management of the business of the company or not. No alteration of these articles and no special resolution shall invalidate any prior act of the board which would have been valid if that alteration had not been made or that resolution had not been passed. The powers given by this article shall not be limited by any special power given to the board by any other article.

120. Borrowing Powers

- (A) Subject to the following provisions of this article, the board may exercise all the powers of the company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the company and, subject to the Applicable Companies Laws, to issue debentures and other securities and to give security, whether outright or as collateral security, for any debt, liability or obligation of the company or of any third party.
- (B) The board shall restrict the borrowings of the company and exercise all voting and other rights or powers of control exercisable by the company in relation to its subsidiaries (if any) so as to secure (but as regards a subsidiary only in so far as by the exercise of the rights or powers of control the board can secure) that the aggregate principal amount from time to time outstanding of all borrowings by the group (exclusive of borrowings owing by one member of the group to another member of the group) shall not at any time without the previous sanction of an ordinary resolution of the company exceed an amount equal to three times the adjusted capital and reserves.

For the purposes of this paragraph of this article:-

- (i) **“the adjusted capital and reserves”** means the aggregate from time to time of:
- (a) the amount paid up on the issued share capital of the company (including any shares held as treasury shares),
 - (b) the amount standing to the credit of the reserves of the company including any share premium account, capital redemption reserve and retained earnings,
- all as shown by the then latest audited balance sheet but after
- (c) deducting from the aggregate any debit balance on retained earnings subsisting at the date of that audited balance sheet except to the extent that a deduction has already been made, and
 - (d) making such adjustments as may be appropriate to reflect any variation in the amount of the paid up share capital, share premium account, capital redemption reserve or other reserve since the date of the audited balance sheet;
- (ii) **“borrowings”** include not only borrowings but also the following except in so far as otherwise taken into account:
- (a) the nominal amount of any issued and paid up share capital (other than equity share capital) of any subsidiary beneficially owned otherwise than by a member of the group,
 - (b) the nominal amount of any other issued and paid up share capital and the principal amount of any debentures or borrowed moneys which is not at the relevant time beneficially owned by a member of the group, the redemption or repayment of which is the subject of a guarantee or indemnity by a member of the group or which any member of the group may be required to purchase,
 - (c) the outstanding amount raised by acceptances by any bank or accepting house under any acceptance credit opened on behalf of and in favour of any member of the group,
 - (d) the principal amount of any debenture (whether secured or unsecured) of a member of the group beneficially owned otherwise than by a member of the group,
 - (e) any fixed or minimum premium payable by a member of the group on final repayment of any borrowing or deemed borrowing, and
 - (f) the minority proportion of moneys borrowed by a member of the group and owing to a partly-owned subsidiary;

but do not include:-

- (g) borrowings incurred by any member of the group for the purpose of repaying within six months of the borrowing the whole or any part of any borrowings of that or any other member of the group outstanding at the relevant time, pending their application for that purpose within that period,
 - (h) borrowings incurred by any member of the group for the purpose of financing any contract in respect of which any part of the price receivable under the contract by that or any other member of the group is guaranteed or insured by the Export Credits Guarantee Department or by any other governmental department or agency fulfilling a similar function, up to an amount equal to that part of the price receivable under the contract which is so guaranteed or insured,
 - (i) borrowings of, or amounts secured on assets of, an undertaking which became a subsidiary of the company after the date as at which the latest audited balance sheet was prepared, to the extent their amount does not exceed their amount immediately after it became such a subsidiary, or
 - (j) the minority proportion of moneys borrowed by a partly-owned subsidiary and not owing to another member of the group;
- (iii) when the aggregate principal amount of borrowings required to be taken into account on any particular date is being ascertained, any particular borrowing then outstanding which is denominated or repayable in a currency other than sterling shall be notionally converted into sterling at the rate of exchange prevailing in London on the last business day before that date or, if it would result in a lower figure, at the rate of exchange prevailing in London on the last business day six months before that date and so that for these purposes the rate of exchange shall be taken as the spot rate in London recommended by a London clearing bank, selected by the board, as being the most appropriate rate for the purchase by the company of the currency in question for sterling on the day in question;
- (iv) if the amount of adjusted capital and reserves is being calculated in connection with a transaction involving a company becoming or ceasing to be a member of the group, the amount is to be calculated as if the transaction had already occurred;
- (v) **“audited balance sheet”** means the audited balance sheet of the company prepared for the purposes of the Jersey Companies Laws for a financial year unless an audited consolidated balance sheet dealing with the state of affairs of the company and any subsidiaries of the company required to be dealt with in group accounts has been prepared for those purposes for the same financial year, in which case it means that audited consolidated balance sheet, and in that case all references to reserves shall be deemed to be references to consolidated reserves;

- (vi) the audited balance sheet is based provided that any new convention adopted complies with the requirements of the Applicable Companies Laws; if the company should prepare its main audited balance sheet on the basis of one convention, but a supplementary audited balance sheet on the basis of another, the main audited balance sheet shall be taken as the audited balance sheet;
- (vii) **“the group”** means the company and its subsidiaries (if any);
- (viii) **“the minority proportion”** means a proportion equal to the proportion of the issued share capital of a partly-owned subsidiary of the company which is not attributable to a member of the group; and
- (ix) a certificate or report by the auditors as to the amount of the adjusted capital and reserves or the amount of any borrowings or to the effect that the limit imposed by this article has not been or will not be exceeded at any particular time or times shall be conclusive evidence of that amount or of that fact.

121. Delegation and Agents

- (A) The day-to-day management of the business of the company and the power to represent the company may be delegated to one or more directors, officers, managers or other agents, who may be but are not required to be members, acting either alone or jointly.
- (B) The board can appoint anyone as the company’s attorney by granting a power of attorney or by authorising them in some other way. Attorneys can either be appointed directly by the board or the board can give someone else the power to select attorneys. The board or the persons who are authorised by it to select attorneys can decide on the purposes, powers, authorities and discretions of attorneys. However, they cannot give an attorney any power, authority or discretion which the board does not have under these articles.
- (C) The board can decide how long a power of attorney will last for and attach any conditions to it. The power of attorney can include any provisions which the board decides on for the protection and convenience of anybody dealing with the attorney. The power of attorney can allow the attorney to grant any or all of his power, authority or discretion to any other person.
- (D) The board can:-
 - (i) delegate any of its authority, powers or discretions to any manager or agent of the company;
 - (ii) allow managers or agents to delegate to another person;
 - (iii) remove any people it has appointed in any of these ways; and
 - (iv) cancel or change anything that it has delegated, although this will not affect anybody who acts in good faith who has not had any notice of any cancellation or change.

- (E) Any appointment or delegation by the board which is referred to in this article can be on any conditions decided on by the board.
- (F) The ability of the board to delegate under this article applies to all its powers and is not limited because certain articles refer to powers being exercised by the board or by a committee authorised by the board while other articles do not.
- (G) Provided that he (or they) have been duly authorised by the board to do so, the chairman of the board or two individual directors jointly may sign on behalf of the company any document or instrument and such signature(s) shall be binding on the company, subject to such other rules as the board may determine from time to time.
- (H) To the extent required by the Luxembourg Companies Law, the board shall report annually on the salary, fees and any advantages granted to the delegates of their powers to the members in a general meeting.

122. Delegation to Individual Directors

The board may entrust to and confer upon any director not resident in the United Kingdom for tax purposes any of its powers, authorities and discretions (with power to sub-delegate) upon such terms and conditions and with such restrictions as it thinks fit, and may from time to time revoke or vary all or any of them but no person dealing in good faith and without notice of the revocation or variation shall be affected by it. The power to delegate contained in this article shall be effective in relation to the powers, authorities and discretions of the board generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the board or by a committee authorised by the board. Powers delegated to an individual director shall be exercised outside the United Kingdom.

123. Registers

The directors shall keep and maintain or cause to be kept and maintained at the office or at such other place in Jersey where it is made up, as the directors may from time to time determine, a register in the manner required by the Jersey Companies Laws and the Uncertificated Securities Order. The directors may rely upon the information provided to them from time to time by the Operator for the purposes of keeping the register up to date in accordance with the Jersey Companies Laws.

A copy of the register shall be made available in electronic form to any member who requests to examine it at the place of central administration (head office) of the company in Luxembourg at such times and on such terms as the board may determine. No copy of the register, list, record or information in respect of the members of the company kept or maintained outside Jersey shall constitute the register or any part of the register and the company shall not be bound to recognise any interest or right in respect of any share by virtue of it being contained or recorded in such copy of the register, list, record or information.

124. Overseas Branch Registers

Subject to the provisions of the Applicable Companies Laws, the company may keep an overseas branch register in any place other than the United Kingdom, in respect of the

members resident in such territory, and the board may, subject to the requirement that any such register be kept in any territory other than the United Kingdom, make and vary such regulations as it may think fit respecting the keeping of any such register. The company may appoint registrars in different jurisdictions who will each maintain a separate branch register for the registered shares entered therein and the holders of shares may elect to be entered in one of the overseas branch registers and to be transferred from time to time from one register to another register.

125. Provision for Employees

The directors may by board resolution make provision for the benefit of persons employed or formerly employed by the company, or any of its subsidiaries, in connection with the cessation of the transfer to any person of the whole or part of the undertaking of the company or that subsidiary but may not sanction payments to or for the benefit of directors, former directors or shadow directors. Any payment made under this article must be made before the commencement of any winding up of the company, and out of profits of the company that are available for distribution.

Proceedings of the Board

126. Board Meetings

- (A) The board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A director at any time may, and the secretary on the requisition of a director at any time shall, summon a board meeting. All board meetings shall be held outside of the United Kingdom.
- (B) The minutes of any meeting of the board or any committee of the board shall be signed by: (i) the chairman of the meeting, (ii) the chairman of the next succeeding meeting, (iii) the secretary or any director of the company if (in either case) present at the meeting (whether in person, by way of conference telephone, similar communication equipment or otherwise) or (iv) any other persons present at the meeting (whether in person, by way of conference telephone, similar communication equipment or otherwise) to whom the board or committee of the board may delegate or have delegated such power. Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise shall be signed by: (i) the chairman of the meeting, (ii) the chairman of the next succeeding meeting, (iii) the secretary or any director of the company if (in either case) present at the meeting (whether in person, by way of conference telephone, similar communication equipment or otherwise) or (iv) any other persons present at the meeting (whether in person, by way of conference telephone, similar communication equipment or otherwise) to whom the board or committee of the board may delegate or have delegated such power.

127. Notice of Board Meetings

Notice of a board meeting shall be deemed to be properly given to a director if it is given to him personally or sent in writing to him at his last known address or any other address given by him to the company for this purpose. A director may waive his entitlement to notice of any meeting either prospectively or retrospectively and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at the meeting.

128. Quorum

- (A) The quorum necessary for the transaction of the business of the board shall be a majority of the directors in office at the time of the meeting. Subject to the provisions of these articles, any director who ceases to be a director at a board meeting may continue to be present and to act as a director and be counted in the quorum until the termination of the board meeting if no other director objects and if otherwise a quorum of directors would not be present.
- (B) The majority of directors present at any meeting of the directors shall not be resident in the United Kingdom for tax purposes. If this is not the case, such meeting shall not be quorate.

129. Directors Below Minimum Through Vacancies

The continuing directors or a sole continuing director may act notwithstanding any vacancy in their number but, if and so long as the number of directors is reduced below the minimum number fixed by or in accordance with these articles or is below the number fixed by or in accordance with these articles as the quorum or there is only one continuing director, the continuing directors or director may act for the purpose of filling vacancies or of summoning general meetings of the company but not for any other purpose. If there are no directors or director able or willing to act, then any two members (excluding any shares held by the company as treasury shares) may summon a general meeting for the purpose of appointing directors.

130. Appointment of Chairman

The board shall appoint a director to be the chairman and may appoint one or more deputy chairmen of the board, and may at any time remove any of them from that office. The chairman of the board or failing him a deputy chairman shall act as chairman at every meeting of the board. If more than one deputy chairman is present they shall agree amongst themselves who is to take the chair or, if they cannot agree, the deputy chairman who has been in office as a director longest shall take the chair. But if no chairman of the board or deputy chairman is appointed, or if at any meeting neither the chairman nor any deputy chairman is present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be chairman of the meeting. References in these articles to a deputy chairman include, if no one has been appointed to that title, a person appointed to a position with another title which the board designates as equivalent to the position of deputy chairman.

131. Competence of Meetings

A meeting of the board at which a quorum is present shall be competent to exercise all the powers, authorities and discretions vested in or exercisable by the board.

132. Voting

Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a casting vote ~~provided that the chairman is not resident in the United Kingdom for tax purposes.~~

133. Delegation to Committees

- (A) The board may delegate any of its powers, authorities and discretions (with power to sub-delegate) to any committee, consisting of such person or persons (whether a member or members of its body or not) as it thinks fit, provided that the majority of persons on any committee or sub-committee must be directors and resident outside of the United Kingdom for tax purposes. References in these articles to committees include sub-committees permitted under this article.
- (B) Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations which may be imposed on it by the board. The meetings and proceedings of any committee consisting of two or more members shall be governed by the provisions contained in these articles for regulating the meetings and proceedings of the board so far as the same are applicable and are not superseded by any regulations imposed by the board including all provisions relating to the requirement that all meetings be held outside the United Kingdom, except that the requirement that meetings be held outside the United Kingdom (including where participation is by conference telephone or other equipment as referred to in article 134), and the requirements set out in article 135 that a resolution in writing must be signed outside the United Kingdom, and include a statement by each director confirming that he has signed the resolution outside the United Kingdom shall not apply to the extent such committees are fulfilling a purely administrative function or are committees to which power has been delegated solely to implement decisions previously made by the board.
- (C) The power to delegate contained in this article shall be effective in relation to the powers, authorities and discretions of the board generally and shall not be limited by the fact that in certain articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the board or by a committee authorised by the board.
- (D) In accordance with the Applicable Companies Laws, to the extent that the board delegates its powers under this article, the board shall report each year to the annual general meeting on the salary, fees and any advantages granted to the delegates.

134. Participation in Meetings

All or any of the members of the board may participate in a meeting of the board by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to speak to and hear each other provided that such a meeting shall be validly convened only if all of the directors participating (whether by means of a conference telephone or any communication equipment or otherwise) are located outside the United Kingdom. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly.

135. Resolution in Writing

A resolution in writing signed personally (and not by a proxy nor pursuant to a power granted by any other authority) by all of the directors in office shall be as valid and effectual as a resolution passed at a meeting of the board properly called and constituted provided that, in order to be

valid and effectual, such resolution must be signed outside of the United Kingdom and include a statement by each director confirming that he has signed the resolution outside of the United Kingdom. The resolution may be contained in one document or in several documents in like form each signed by one or more of the directors concerned.

136. Validity of Acts of Board or Committee

All acts done by the board or by any committee or by any person acting as a director or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any member of the board or committee or person so acting or that they or any of them were disqualified from holding office or had vacated office or were not entitled to vote, be as valid as if each such member or person had been properly appointed and was qualified and had continued to be a director or member of the committee and had been entitled to vote. Except that such act will remain invalid if it was:

- (i) done by any meeting of the board or such committee the majority of which consisted of persons not resident outside of the United Kingdom for tax purposes, or
- (ii) done by a person resident in the United Kingdom for tax purposes at the relevant time.

Secretary

137. Duties of the Secretary

The duties, responsibilities and powers of the secretary shall be as determined by the board from time to time.

138. Appointment and Removal of the Secretary

Subject to the provisions of the Applicable Companies Laws, the secretary shall be appointed by the board or the company by ordinary resolution for such term and upon such conditions as the board or the company may think fit; and any secretary so appointed may be removed by the board or the company by ordinary resolution. 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 specifically in that regard by the directors provided that any provisions of these articles requiring or authorising a thing to be done by 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. The company shall keep or cause to be kept at the office a register of particulars with regard to its secretary in the manner required by the Jersey Companies Laws.

Dividends and Other Payments

139. Legal Reserve

At the end of each annual accounting period of the company at least 5 per cent. of the company's net profit will be allocated to a non-distributable reserve (the "**legal reserve**") to the extent required by the Luxembourg Companies Laws until (and as long as) the legal reserve is equal to one-tenth of the nominal value of the issued share capital of the company set out in the

memorandum of association. The remaining balance of the net profit shall be at the disposal of the general meeting.

140. Approval of Dividends by Company

Subject to the provisions of the Applicable Companies Laws, the company may by ordinary resolution from time to time declare dividends in accordance with the respective rights of the members.

141. Payment of Interim and Fixed Dividends by the Board

Subject to the provisions of the Applicable Companies Laws, the board may pay such interim dividends as appear to the board to be justified by the financial position of the company and may also pay any dividend payable at a fixed rate at intervals settled by the board whenever the financial position of the company, in the opinion of the board, justifies its payment. If the board acts in good faith, it shall not incur any liability to the holders of any shares for any loss they may suffer in consequence of the payment of an interim or fixed dividend on any other class of shares ranking *pari passu* with or after those shares.

142. Income Access Arrangements

- (A) The board may in its absolute discretion after the Scheme becomes effective resolve to establish or procure the establishment of a trust, at such time (if at all) as the board may determine, for the purpose of receiving, on behalf of holders of fully-paid ordinary shares who have elected (or are deemed to have so elected) to be paid dividends by a subsidiary of the company, resident for tax purposes in the United Kingdom (an “**IAS Election**”), amounts paid by way of dividend by such subsidiary to the trustee of such trust (the “**IAS Trustee**”). In any event, unless a contrary election is made, a holder holding a specified number of ordinary shares or fewer: (i) at the time he first becomes a holder of ordinary shares pursuant to the Scheme (or such other time as the board may determine from time to time); or (ii) if he becomes a holder of ordinary shares after the Scheme becomes effective (or such other time as the board may determine from time to time), at the first dividend record date (or such other time as the board may determine from time to time) after he first becomes a holder of ordinary shares, will be deemed to have elected to be paid dividends by a subsidiary of the company, resident for tax purposes in the United Kingdom.

For the purposes of this article 142:

- (i) a “**specified number**” means 25,000 ordinary shares or such other number of ordinary shares as may be specified by the board from time to time; and
- (ii) where a holder of ordinary shares holds his ordinary shares in more than one designated account, each account shall be considered separately for the purposes of the IAS Election made or deemed to have been made, and references to a holder of ordinary shares should be read as references to a holder in respect of a particular designated account.
- (B) Where any amount paid by way of dividend by a subsidiary of the company resident for tax purposes in the United Kingdom is received by the IAS Trustee on behalf of any

holder of ordinary shares who has made (or is deemed to have made) an IAS Election and is paid by the IAS Trustee to such holder of ordinary shares, the entitlement of such holder of ordinary shares to be paid any amount in respect of a dividend declared pursuant to these articles (calculated before withholding or deduction on account of tax) (the “**gross dividend**”) will be reduced by an amount equal to the amount that has been paid by the IAS Trustee to such holder of ordinary shares.

- (C) Without altering the continuing effect of article 142(B), if a dividend is announced or declared pursuant to these articles and the entitlement of any holder of ordinary shares who has made (or is deemed to have made) an IAS Election to be paid its pro rata share of the gross dividend declared is not fully extinguished on the relevant payment date by virtue of a payment made by the IAS Trustee, the company has a full and unconditional obligation to make payment (after withholding or deduction of any amounts required by law) in respect of the outstanding part of such gross dividend immediately.
- (D) Where amounts are paid by the IAS Trustee in one currency and a dividend is announced or declared by the company in another currency, the amount so paid by the IAS Trustee will, for the purposes of the comparison required by articles 142(B) and 142(C) above, be converted into the currency in which the company has declared the dividend at such rate as the board shall consider appropriate.
- (E) For the purposes of articles 142(B) and 142(C), the amount that the IAS Trustee has paid to any holder of ordinary shares who has made (or is deemed to have made) an IAS Election will be deemed to include:
 - (i) any amount that the IAS Trustee may be compelled by law to withhold;
 - (ii) a pro rata share (determined by reference to the amount of the dividend paid by the subsidiary of the company received by each holder of ordinary shares) of any tax that the subsidiary of the company paying the dividend to the IAS Trustee is obliged to withhold or deduct from the same; and
 - (iii) a pro rata share (determined by reference to the amount of the dividend paid by the subsidiary of the company received by each holder of ordinary shares) of any tax that is payable by the IAS Trustee in respect of the dividend paid by the subsidiary of the company to the IAS Trustee.
- (F) The arrangements outlined in articles 142(A) to 142(E) above may be terminated or suspended by the board ad nutum (at will) at any time and without notice to any person including holders of ordinary shares or the IAS Trustee. Furthermore, there is no obligation upon the company to make, or procure the making of, any payments in respect of dividends through the arrangements outlined in articles 142(A) to 142(E).
- (G) Any IAS Election made (or deemed to have been made) to receive dividends from a company resident for tax purposes in the United Kingdom under the arrangements outlined in this article shall not apply in relation to any dividend to the extent that, in respect of that dividend, a valid election is made in respect of the relevant holding under article 150.

- (H) For the purposes of this article 142, the IAS Trustee is to be treated as having paid an amount to the holder of ordinary shares who has made (or is deemed to have made) an IAS Election if a cheque, warrant or similar financial instrument in respect of that amount is properly despatched to such holder of ordinary shares or, in the case of joint holders, to the holder whose name stands first in the register in respect of such ordinary shares or if a payment is by any bank or other funds transfer system or such other means including in respect of uncertified shares, by means of the facilities and requirements of a relevant system.

143. Calculation and Currency of Dividends

- (A) Subject to article 142 and except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide:
- (i) all dividends shall be declared and paid according to the amounts paid up on the share in respect of which the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this article as paid up on the share; and
 - (ii) all dividends shall be apportioned and paid pro rata according to the amounts paid up on the share during any portion or portions of the period in respect of which the dividend is paid.
- (B) Except in so far as the rights attaching to, or the terms of issue of, any share otherwise provide, a dividend or any other money payable in respect of a share can be declared in any currency and paid in any currency or currencies. The board may decide the basis of conversion for any currency conversions that may be required and how any costs involved are to be met. The board can offer any shareholder or group or groups of shareholders the choice to receive dividends and other monies payable in respect of their shares in a currency or currencies other than that in which the dividend or other money payable is declared on such terms and conditions as the directors may prescribe from time to time.

144. Amounts Due on Shares may be Deducted from Dividends

The board may deduct from any dividend or other moneys payable to a member by the company on or in respect of any shares all sums of money (if any) presently payable by him to the company on account of calls or otherwise in respect of shares of the company. Sums so deducted can be used to pay amounts owing to the company in respect of the shares.

145. No Interest on Dividends

Subject to the rights attaching to, or the terms of issue of, any shares, no dividend or other moneys payable by the company on or in respect of any share shall bear interest against the company.

146. Payment Procedure

This article is subject to any arrangements under article 142. Any dividend or other sum payable in cash by the company in respect of a share may be paid by cheque, warrant or similar

financial instrument sent by post addressed to the holder at his registered address or, in the case of joint holders, addressed to the holder whose name stands first in the register in respect of the shares at his address as appearing in the register or addressed to such person and at such address as the holder or joint holders may in writing direct. Every cheque, warrant or similar financial instrument shall, unless the holder or joint holders otherwise direct, be made payable to the holder or, in the case of joint holders, to the holder whose name stands first on the register in respect of the shares, and shall be sent at his or their risk and payment of the cheque, warrant or similar financial instrument by the financial institution on which it is drawn shall constitute a good discharge to the company. In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or such other means including, in respect of uncertificated shares, by means of the facilities and requirements of a relevant system and to or through such person as the holder or joint holders may in writing direct and the company may agree, and the making of such payment shall be a good discharge to the company and the company shall have no responsibility for any sums lost or delayed in the course of payment by any such system or other means or where it has acted on any such directions and accordingly, payment by any such system or other means shall constitute a good discharge to the company. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares held by them. Where a person is entitled by transmission to a share, any dividend or other sum payable by the company in respect of the share may be paid as if he were a holder of the share and his address noted in the register were his registered address and where two or more persons are so entitled, any one of them may give effectual receipts for any dividends or other moneys payable or property distributable on or in respect of the shares.

147. Uncashed Dividends

The company may cease to send any cheque, warrant or similar financial instrument through the post or to employ any other means of payment, including payment by means of a relevant system, for any dividend payable on any shares in the company which is normally paid in that manner on those shares if in respect of at least two consecutive dividends payable on those shares the cheques, warrants or similar financial instruments have been returned undelivered or remain uncashed during or at the end of the period for which the same are valid or that means of payment has failed. In addition, the company may cease to send any cheque, warrant or similar financial instrument through the post or may cease to employ any other means of payment if, in respect of one dividend payable on those shares, the cheque, warrant or similar financial instrument has been returned undelivered or remains uncashed during or at the end of the period for which the same is valid or that means of payment has failed and reasonable enquiries have failed to establish any new postal address or account of the holder. Subject to the provisions of these articles, the company must recommence sending cheques, warrants or similar financial instruments or employing such other means in respect of dividends payable on those shares if the holder or person entitled by transmission requests such recommencement in writing.

148. Forfeiture of Unclaimed Dividends

All dividends or other sums payable on or in respect of any shares which remain unclaimed may be invested or otherwise made use of by the board for the benefit of the company until claimed. Any dividend or other sum unclaimed after a period of 12 years from the date when it was declared or became due for payment shall be forfeited and shall revert to the company unless the board decides otherwise and the payment by the board of any unclaimed dividend or other

sum payable on or in respect of a share into a separate account shall not constitute the company a trustee in respect of it.

149. Dividends not in Cash

Any general meeting declaring a dividend may, upon the recommendation of the board, by ordinary resolution (or, if required by the Applicable Companies Laws, by a special resolution) direct that it shall be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, and where any difficulty arises in regard to the distribution the board may settle it as it thinks expedient, and in particular may authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for distribution purposes of any assets or any part thereof to be distributed and may determine that cash shall be paid to any members upon the footing of the value so fixed in order to secure equality of distribution and may vest any assets to be distributed in trustees as may seem expedient to the board.

150. Scrip Dividends

Subject to the Applicable Companies Laws, the board may, if authorised by an ordinary resolution of the company, offer any holders of ordinary shares (excluding any shares held by the company as treasury shares) the right to elect to receive ordinary shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the board) of any dividend specified by the ordinary resolution. The following provisions shall apply:

- (i) an ordinary resolution may specify some or all of a particular dividend (whether or not already declared) or may specify some or all of any dividends declared or paid within a specified period, but such period may not end later than the fifth anniversary of the date of the meeting at which the ordinary resolution is passed;
- (ii) the entitlement of each holder of ordinary shares to new ordinary shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount (disregarding any tax credit) of the dividend that such holder elects to forgo. For this purpose, "**relevant value**" shall be calculated by reference to the average of the middle market quotations for the company's ordinary shares on the London Stock Exchange as derived from the Daily Official List (or any other publication of a recognised investment exchange showing quotations for the company's ordinary shares) on such five consecutive dealing days as the board shall determine provided that the first of such days shall be on or after the day on which the ordinary shares are first quoted "ex" the relevant dividend or in such other manner as may be determined by or in accordance with the ordinary resolution. A certificate or report by the auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount and in giving such a certificate or report the auditors may rely on advice or information from brokers or other sources of information as they think fit;
- (iii) no fraction of any ordinary share shall be allotted. The board may make such provisions as it thinks fit for any fractional entitlements including provisions whereby, in whole or in part, the benefit thereof accrues to the company and/or under which fractional entitlements are accrued and/or retained and in each case accumulated on behalf of any member and such accruals or retentions are applied to the allotment by

way of bonus to or cash subscription on behalf of such member of fully paid ordinary shares and/or provisions whereby cash payments may be made to such members in respect of their fractional entitlements;

- (iv) the board, if it intends to offer an election in respect of any dividend, shall give notice to the holders of ordinary shares of the right of election offered to them, and specify the procedure to be followed which, for the avoidance of doubt, may include an election by means of a relevant system and the place at which, and the latest time by which, elections must be lodged in order for elections to be effective; no such notice need be given to holders of ordinary shares who have previously given election mandates in accordance with this article and whose mandates have not been revoked; the accidental omission to give notice of any right of election to, or the non receipt of any such notice by, any holder of ordinary shares entitled to the same shall neither invalidate any offer of an election nor give rise to any claim, suit or action;
- (v) the board shall not proceed with any election unless the company has sufficient unissued shares authorised for issue and sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment is determined;
- (vi) the board may exclude from any offer or make other arrangement in relation to any holders of ordinary shares where the board believes that such exclusion or arrangement is necessary or expedient in relation to legal or practical problems under the laws of, or the requirements of any recognised regulatory body or any stock exchange in, any territory, or the board believes that for any other reason the offer should not be made to them;
- (vii) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on ordinary shares in respect of which an election has been made (for the purposes of this article, "**the elected ordinary shares**") and instead additional ordinary shares shall be allotted and issued to the holders of the elected ordinary shares on the basis of allotment calculated as stated. For such purpose the board shall capitalise, out of any amount standing to the credit of any reserve (including the share premium account) or fund (including the profit and loss account or retained earnings) at the relevant time whether or not the same is available for distribution as the board may determine, a sum equal to the aggregate nominal amount of the additional ordinary shares to be allotted and issued on that basis and apply it in paying up in full the appropriate number of unissued ordinary shares for allotment and distribution to the holders of the elected ordinary shares on that basis. The board may do all acts and things considered necessary or expedient to give effect to any such capitalisation;
- (viii) the additional ordinary shares when allotted and issued shall rank pari passu in all respects with the fully-paid ordinary shares then in issue except that they will not be entitled to participation in the relevant dividend;
- (ix) unless the board otherwise determines, or unless the Uncertificated Securities Order and/or the rules of the relevant system concerned otherwise require, the new ordinary share or shares which a member has elected to receive instead of cash in respect of the whole (or some part) of the specified dividend declared or paid in respect of his elected ordinary shares shall be in uncertificated form (in respect of the member's elected ordinary shares which were in uncertificated form on the date of the member's election)

and in certificated form (in respect of the member's elected ordinary shares which were in certificated form on the date of the member's election);

- (x) the board may also from time to time establish or vary a procedure for election mandates, which, for the avoidance of doubt, may include an election by means of a relevant system, under which a holder of ordinary shares may elect in respect of future rights of election offered to that holder under this article until the election mandate is revoked or deemed to be revoked in accordance with the procedure;
- (xii) the board may decide how any costs relating to making new shares available in place of a cash dividend will be met, including deciding to deduct an amount from the entitlement of a shareholder under this article; and
- (xii) at any time before new ordinary shares are allotted and issued instead of cash in respect of any part of a dividend, the board may determine that such new ordinary shares will not be allotted and issued. Any such determination may be made before or after any election has been made by members in respect of the relevant dividend.

Capitalisation of Reserves

151. Power to Capitalise Reserves and Funds

The company may, upon the recommendation of the board, at any time and from time to time pass an ordinary resolution (unless otherwise required by the Applicable Companies Laws) to the effect that it is desirable to capitalise all or any part of any amount standing to the credit of any reserve (including the share premium account) or fund (including the profit and loss account or retained earnings) at the relevant time, whether or not that reserve is available for distribution, and accordingly that the amount to be capitalised be set free for distribution among the members or any class of members who would be entitled to it if it were distributed by way of dividend and in the same proportions, on the footing that it is applied either in or towards paying up the amounts unpaid at the relevant time on any shares in the company held by those members respectively or in paying up in full unissued shares, debentures or other obligations of the company to be allotted and distributed credited as fully paid up among those members, or partly in one way and partly in the other, but so that, for the purposes of this article: (i) a share premium account and a capital redemption reserve, and any reserve or fund representing unrealised profits to the extent permitted by the Applicable Companies Laws, may be applied only in paying up in full unissued shares of the company; and (ii) where the amount capitalised is applied in paying up in full unissued shares, the company will also be entitled to participate in the relevant distribution in relation to any shares of the relevant class held by it as treasury shares and the proportionate entitlement of the relevant class of members to the distribution will be calculated accordingly.

152. Settlement of Difficulties in Distribution

Where any difficulty arises in regard to any distribution of any capitalised reserve or fund the board may settle the matter as it thinks expedient and in particular may authorise any person to sell and transfer any fractions or may resolve that the distribution should be as nearly as may be practicable in the correct proportion but not exactly so or may ignore fractions altogether, and may determine that cash payments shall be made to any members in order to adjust the rights of all parties, as may seem expedient to the board.

Record Dates

153. Power to Choose any Record Date

Notwithstanding any other provision of these articles, the company in general meeting or the board may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before or after any date on which the dividend, distribution, allotment or issue is declared, paid or made. The power to fix any such record date shall include the power to fix a time on the chosen date.

Records and Summary Financial Statements

154. Records to be Kept

The board shall cause to be kept accounting records sufficient to show and explain the company's transactions, and such as to disclose with reasonable accuracy at any time the financial position of the company at that time, and which accord with the Jersey Companies Laws.

155. Summary Financial Statements

- (A) The company may send summary financial statements to any member of the company who has requested to receive such statements in accordance with paragraph (B) below in addition to copies of its full accounts and reports (being the consolidated accounts prepared in accordance with generally accepted accounting principles adopted by the company from time to time that are prepared for the purposes of the Listing Rules or the Disclosure and Transparency Rules). Where a person has been nominated by a member to enjoy information rights by virtue of article 62 and is accordingly entitled to receive copies of such full accounts and reports, the company may send summary financial statements to any such nominated person in addition to copies of its full accounts and reports if that member has requested to receive such statements in accordance with paragraph (B) below.
- (B) A member may elect to receive summary financial statements by notice in writing to the company and such election shall become effective on receipt by the company provided that if such election is received by the company later than 28 days before the first date on which copies of its full accounts required to be sent to that member are sent out, the directors may determine that such election shall not become effective until the following year.
- (C) Where a member has elected to receive summary financial statements, a member may elect to receive full accounts and reports by notice in writing to the company and such election shall become effective on receipt by the company, provided that if such election is received by the company later than 28 days before the first date on which copies of its summary financial statements to be sent to that member are sent out, the directors may determine that such election shall not become effective until the following year.
- (D) The company may, in its sole discretion, elect not to produce a summary financial statement in any particular year in which case any election or deemed election to receive summary financial statements shall not apply in that year.

Service of Notices, Documents and Other Information

156. Method of Service

- (A) Any notice, document (including a share certificate) or other information may be served on or sent or supplied to any member by the company:
- (i) personally; or
 - (ii) by sending it through the post addressed to the member at his registered address or by leaving it at that address addressed to the member; or
 - (iii) by means of a relevant system; or
 - (iv) where appropriate, by sending or supplying it in electronic form to an address notified by the member to the company for that purpose; or
 - (v) where appropriate, by publication on a website in accordance with these articles; or
 - (vi) by any other means authorised in writing by the member.
 - (vii) In the case of joint holders of a share, service, sending or supply of any notice, document or other information on or to one of the joint holders shall for all purposes be deemed a sufficient service on or sending or supplying to all the joint holders.
- (B) In the case of joint holders of a share, anything to be agreed or specified in relation to any notice, document or other information to be served on or sent or supplied to them may be agreed or specified by any one of the joint holders and the agreement or specification of the senior shall be accepted to the exclusion of that of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the register in respect of the joint holding.
- (C) If on three consecutive occasions any notice, document or other information served on or sent or supplied to a member has been returned undelivered, such member shall not thereafter be entitled to receive notices, documents or other information from the company until he shall have communicated with the company and supplied to the company (or its agent) a new registered address, or a postal address for the service of notices and the despatch or supply of documents and other information, or shall have informed the company, in such manner as may be specified by the company, of an address for the service of notices and the despatch or supply of documents and other information in electronic form. For these purposes, any notice, document or other information sent by post shall be treated as returned undelivered if the notice, document or other information is served, sent or supplied back to the company (or its agents) and a notice, document or other information served, sent or supplied in electronic form shall be treated as returned undelivered if the company (or its agents) receives notification that the notice, document or other information was not delivered to the address to which it was sent.

- (D) The company may at any time and in its sole discretion choose to serve, send or supply notices, documents or other information in hard copy form alone to some or all members.

157. Record Date for Service

Any notice, document or other information may be served, sent or supplied by the company by reference to the register as it stands at any time not more than 15 days before the date of service, sending or supply. No change in the register after that time shall invalidate that service, sending or supply. Where any notice, document or other information is served on or sent or supplied to any person in respect of a share in accordance with these articles, no person deriving any title or interest in that share shall be entitled to any further service, sending or supply of that notice, document or other information.

158. Service of Notice on Person Entitled by Transmission

A person who is entitled by transmission to a share, upon supplying the company with a postal address for the service of notices and the despatch or supply of documents and other information shall be entitled to have served upon or sent or supplied to him at such address any notice, document or other information to which he would have been entitled if he were the holder of that share or, where applicable, to be notified at that address of the availability of the notice, document or other information on a website. A person who is entitled by transmission to a share, upon supplying the company with an address for the purposes of communications by electronic means for the service of notices and the despatch or supply of documents and other information may, subject to these articles, have served on, sent or supplied to him at such address any notice, document or other information to which he would have been entitled if he were the holder of that share or, where applicable, may be notified at that address of the availability of the notice, document or other information on a website. In either case, such service, sending or supply shall for all purposes be deemed a sufficient service, sending or supply of such notice, document or other information on all persons interested (whether jointly with or as claimants through or under him) in the share. Otherwise, any notice, document or other information served on or sent or supplied to any member pursuant to these articles shall, notwithstanding that the member is then dead or bankrupt or that any other event giving rise to the transmission of the share by operation of law has occurred and whether or not the company has notice of the death, bankruptcy or other event, be deemed to have been properly served, sent or supplied in respect of any share registered in the name of that member as sole or joint holder.

159. Deemed Delivery

- (A) Any notice, document or other information, if served, sent or supplied by the company by post, shall be deemed to have been received on the day following that on which it was posted if first class post was used or 48 hours after it was posted if first class post was not used and, in proving that a notice, document or other information was served, sent or supplied, it shall be sufficient to prove that the notice, document or other information was properly addressed, prepaid and put in the post.
- (B) Any notice, document or other information not served, sent or supplied by post but left by the company at a registered address or at an address (other than an address for the purposes of communications by electronic means) notified to the company in

accordance with these articles by a person who is entitled by transmission to a share shall be deemed to have been received on the day it was so left.

- (C) Any notice, document or other information served, sent or supplied by the company by means of a relevant system shall be deemed to have been received when the company or any sponsoring system-participant acting on its behalf sends the issuer's instruction relating to the notice, document or other information.
- (D) Any notice, document or other information served, sent or supplied by the company using electronic means shall be deemed to have been received on the day on which it was sent notwithstanding that the company subsequently sends a hard copy of such notice, document or information by post. Any notice, document or other information made available on a website shall be deemed to have been received on the day on which the notice, document or other information was first made available on the website or, if later, when a notice of availability is received or deemed to have been received pursuant to this article. In proving that a notice, document or other information served, sent or supplied by electronic means was served, sent or supplied, it shall be sufficient to prove that it was properly addressed.
- (E) Any notice, document or other information served, sent or supplied by the company by any other means authorised in writing by the member concerned shall be deemed to have been received when the company has carried out the action it has been authorised to take for that purpose.

160. Electronic Communications

- (A) A notice, document or other information may be served, sent or supplied by the company in electronic form to a member who has agreed (generally or specifically) that notices, documents or information can be sent or supplied to them in that form and has not revoked such agreement.
- (B) Where the notice, document or other information is served, sent or supplied by electronic means, it may only be served, sent or supplied to an address specified for that purpose by the intended recipient.
- (C) A notice, document or other information may be served, sent or supplied by the company to a member by being made available on a website if the member has agreed (generally or specifically), or pursuant to paragraph (D) below is deemed to have agreed, that notices, documents or information can be sent or supplied to the member in that form and has not revoked such agreement.
- (D) If a member has been asked individually by the company to agree that the company may serve, send or supply notices, documents or other information generally, or specific notices, documents or other information to them by means of a website; and the company does not receive a response within a period of 28 days beginning with the date on which the company's request was sent (or such longer period as the directors may specify), such member will be deemed to have agreed to receive such notices, documents or other information by means of a website in accordance with paragraph (C) above (save in respect of any notices, documents or information that are required to

be sent in hard copy form pursuant to the Applicable Companies Laws). A member can revoke any such deemed election in accordance with paragraph (H) below.

- (E) A notice, document or other information served, sent or supplied by means of a website must be made available in a form, and by a means, that the company reasonably considers will enable the recipient: (i) to read it, and (ii) to retain a copy of it. For this purpose, a notice, document or other information can be read only if: (i) it can be read with the naked eye; or (ii) to the extent that it consists of images (for example photographs) it can be seen with the naked eye.
- (F) If a notice, document or other information is served, sent or supplied by means of a website, the company must notify the intended recipient of: (i) the presence of the notice, document or information on the website; (ii) the address of the website; (iii) the place on the website where it may be accessed, and (iv) how to access the notice, document or information.
- (G) Any notice, document or other information made available on a website will be maintained on the website for the period of 28 days beginning with the date on which notification is given under paragraph (F) above, or such shorter period as may be decided by the directors. A failure to make a notice, document or other information available on a website throughout the period mentioned in this paragraph (G) shall be disregarded if: (i) it is made available on the website for part of that period; and (ii) the failure to make it available throughout that period is wholly attributable to circumstances that it would not be reasonable for the company to prevent or avoid.
- (H) Any amendment or revocation of a notification given to the company or agreement (or deemed agreement) under this article shall only take effect if in writing, signed (or authenticated by electronic means) by the member and on actual receipt by the company thereof.
- (I) Communications sent to the company by electronic means shall not be treated as received by the company if it is rejected by computer virus protection arrangements.
- (J) Where these articles require or permit a notice or other document to be authenticated by a person by electronic means, to be valid it must incorporate the electronic signature or personal identification details of that person, in such form as the directors may approve, or be accompanied by such other evidence as the directors may require to satisfy themselves that the document is genuine.

Destruction of Documents

161. Presumptions Where Documents Destroyed

If the company destroys or deletes:

- (i) any share certificate which has been cancelled at any time after a period of one year has elapsed from the date of cancellation; or
- (ii) any instruction concerning the payment of dividends or other moneys in respect of any share or any notification of change of name or address at any time after a period of two

years has elapsed from the date the instruction or notification was recorded by the company; or

- (iii) any instrument of transfer of shares or Operator-instruction for the transfer of shares which has been registered by the company at any time after a period of ten years has elapsed from the date of registration, or
- (iv) any instrument of proxy which has been used for the purpose of a poll at any time after a period of one year has elapsed from the date of use; or
- (v) any instrument of proxy which has not been used for the purpose of a poll at any time after a period of one month has elapsed from the end of the meeting to which the instrument of proxy relates; or
- (vi) any other document on the basis of which any entry is made in the register at any time after a period of ten years has elapsed from the date the entry was first made in the register in respect of it.

and the company destroys or deletes the document or instruction in good faith and without express notice that its preservation was relevant to a claim, it shall be presumed irrebuttably in favour of the company that every share certificate so destroyed was a valid certificate and was properly cancelled, that every instrument of transfer or Operator-instruction so destroyed or deleted was a valid and effective instrument of transfer or instruction and was properly registered and that every other document so destroyed was a valid and effective document and that any particulars of it which are recorded in the books or records of the company were correctly recorded. If the documents relate to uncertificated shares, the company must comply with any requirements of the Uncertificated Securities Orders which limit its ability to destroy these documents. Nothing contained in this article shall be construed as imposing upon the company any liability which, but for this article, would not exist or by reason only of the destruction of any document of the kind mentioned above before the relevant period mentioned in this article has elapsed or of the fact that any other condition precedent to its destruction mentioned above has not been fulfilled. References in this article to the destruction of any document include references to its disposal in any manner.

Winding Up

162. Winding Up

Subject to any particular rights or limitations for the time being attached to any shares as may be specified in these articles, if the company is liquidated, the assets available for distribution among the members shall be distributed to the members pro rata to the number of shares held by each member at the time of the commencement of the liquidation. If any share is not fully paid up, that share shall only carry the right to receive a distribution calculated on the basis of the proportion that the amount paid up on that share bears to issue price of that share.

163. Distribution of Assets Otherwise Than in Cash

If the company commences liquidation, the liquidator or where no liquidator has been appointed the directors (acting as liquidators) may, with the sanction of a special resolution of the company and any other sanction required by the Applicable Companies Laws:

- (i) divide among the members (excluding any shares held by the company as treasury shares) in kind the whole or any part of the assets of the company (whether they shall consist of property of the same kind or not) and, for that purpose, set such values as he deems fair upon any property to be divided and determine how the division shall be carried out as between the members or different classes of members; or
- (ii) vest the whole or any part of the assets in trustees upon such trusts for the benefit of the contributories as the liquidator or (where no liquidator has been appointed) the directors, with the like sanction, shall think fit,

but no member shall be compelled to accept any shares or other assets upon which there is any liability.

Indemnity

164. Indemnity of Directors

- (A) Subject to these articles and the Applicable Companies Laws, every person who is, or has been, an officer of the company shall be indemnified by the company against liability and against all expenses reasonably incurred or paid by him in connection with any claim, action, suit or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been an officer and against amounts paid or incurred by him in the settlement thereof. The company may purchase and maintain, for any officer or auditor, insurance against any such liability.
- (B) The words "**claim**", "**action**", "**suit**" or "**proceeding**" shall apply to all claims, actions, suits or proceedings (civil, criminal or otherwise, including appeals) actual or threatened and the words "**liability**" and "**expenses**" shall include without limitation attorneys' fees, costs, judgments, amounts paid in settlement and other liabilities.
- (C) No indemnification shall be provided to any officer:
 - (i) against any liability to the company or its shareholders by reason of wilful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office;
 - (ii) with respect to any matter as to which he shall have been finally adjudicated to have acted in bad faith and not in the interest of the company;
 - (iii) in the event of a settlement, unless the settlement has been approved by a court of competent jurisdiction or by the board; or
 - (iv) in defending any proceedings (whether civil or criminal) in which judgment is given against that director or officer or in which he is convicted of an offence.

- (D) The right to be indemnified in paragraphs (A) and (B) above shall be severable, shall not affect any other rights to which any officer may now or in the future be entitled, shall continue as to a person who has ceased to be such an officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Nothing contained in this article shall affect any rights to be indemnified to which corporate personnel, including officers, may be entitled by contract or otherwise under the Applicable Companies Laws.
- (E) Expenses in connection with the preparation and representation of a defence of any claim, action, suit or proceeding of the character described in this article may be advanced by way of loan by the company to the officer prior to the final disposition thereof upon receipt of any undertaking by or on behalf of the officer to repay such amount if it is ultimately determined that he is not entitled to be indemnified under this article.

Schemes of Arrangement

165. Schemes of Arrangement

- (A) The company may implement a scheme of arrangement (a "**Scheme**") in accordance with the relevant provisions of the Jersey Companies Laws. A Scheme is a compromise or arrangement between the company and the members or creditors (or, in each case, any class of them) and can be used to effect an internal re-organisation such as a merger or demerger or a migration or a takeover.
- (B) A Scheme would require:
- (i) approval by a majority in number representing three-quarters in value in respect of creditors or (as the case may be) three-quarters of the voting rights in respect of members (or, in each case, any class of them) who, in each case, are entitled to vote at a meeting convened by the Jersey court (which may be held in Luxembourg) for the purpose of considering the Scheme (the "**court meeting**"); and
 - (ii) approval of the Jersey court (which will only be granted where the Jersey court is satisfied that all procedural requirements set out in the Jersey Companies Laws have been complied with and the Scheme is fair and reasonable).
- (C) A Scheme between the company and its members (or any class of them) may include the transfer of the shares in the company (or the relevant class) to another company ("**New Holdco**") or the cancellation of the existing shares in the company (or the relevant class), in each case in consideration of the issue by New Holdco of shares, or the payment of cash or other consideration to the former members (or class of members) of the company (whose shares have either been transferred or cancelled). Such a Scheme may also include the issue of new shares in the company to New Holdco.
- (D) In the case of a Scheme between the company and its members (or any class of them), at the court meeting the members (or class of members) of the company would be asked to approve the Scheme. The company will also convene an extraordinary

general meeting at which the members of the company would be asked to approve the Scheme and pass such other resolutions as may be required to implement or facilitate the implementation of the Scheme. If the Scheme includes a reduction of capital or amendment to the articles or other “special resolution” item, a special resolution would be necessary. All resolutions passed by members at such an extraordinary general meeting (and, where required, at a separate class meeting), will be binding on the company and all of its members (or all of the members of the relevant class), whether or not such members attend such meeting or not, and irrespective of their vote, subject to the approval of the Scheme by the Jersey Court.

- (E) Once approved by the court meeting, the general meeting (or class meeting) properly convened and quorate in accordance with these articles and sanctioned by the court, the Scheme will be binding on all members or creditors (or class of members or creditors, as relevant), whether or not they voted in favour of the Scheme under paragraph (B)(i) or (D) of this article above or not, and on the company (and where paragraph (C) above is relevant, the company shall implement all transfers of shares and/or alterations to the company’s share capital as may be required).

Compulsory Acquisition of Shares

166. Takeover Code

- (A) The company is subject to the UK City Code on Takeovers and Mergers.
- (B) The company is subject to certain provisions of the Jersey Companies Laws which enshrine important rights for members in the event of a takeover offer for the company.
- (C) For the purposes of this article and articles 167 and 168, a takeover offer means, broadly, that there must be an offer by a person (an “**offeror**”) to acquire the entire issued share capital of the company (or, where the company’s share capital is divided into different classes, all the shares of the particular class which is the subject of the offer) other than shares already held by the offeror or its associates at the date of the offer. The same terms must be offered to all members (or all the members of the relevant class) under the offer.
- (D) A takeover offer may also apply to securities which are convertible into shares in the company.
- (E) A takeover by way of a Scheme does not constitute a takeover offer. However, a takeover by way of a Scheme would, nevertheless, be regulated under the UK City Code on Takeovers and Mergers.

167. Compulsory Acquisition by an Offeror (Squeeze-out Rights)

- (A) Under the Jersey Companies Laws if a takeover offer is made for the company and the offeror obtains acceptances of at least nine-tenths in nominal value of the shares (or class of shares) it is offering to buy in the company, subject to the provisions of the Jersey Companies Laws, it can compulsorily acquire the shares (or class of shares) of the non-accepting members on the terms of the offer by notice given to the non-accepting members in accordance with the Jersey Companies Laws. In such

circumstances, payment for the shares of the non-accepting members shall be made, and the shares of the non-accepting members shall be transferred to the bidder, in accordance with the provisions of the Jersey Companies Laws.

- (B) A holder of any shares who receives a notice of compulsory acquisition may (within six weeks from the date on which such notice was given) apply to the Jersey court for an order that the bidder not be entitled and bound to purchase the holder's shares or that the bidder purchase the holder's shares on terms different to those of the offer.

168. Right of Minority Members to be Bought Out (Sell-out Rights)

- (A) Where before the end of the period within which the takeover offer can be accepted, the offeror has by virtue of acceptances of the offer acquired or contracted to acquire not less than nine-tenths in nominal value of all of the shares (or all of the shares of a particular class) of the company, the holder of any shares (or class of shares) to which the offer relates who has not accepted the offer may, by written notice to the offeror, require the offeror to compulsorily acquire the holder's shares subject to and in accordance with the provision of the Jersey Companies Laws. The offeror shall (subject to the requirements of the Jersey Companies Laws) be entitled and bound to acquire the holder's shares.
- (B) Where a holder gives the offeror a notice of compulsory acquisition, each of the offeror and the holder of the shares is entitled to apply to the Jersey Court for an order that the terms on which the offeror is entitled and bound to acquire the holder's shares shall be such as the court thinks fit.

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