

THE COMPANIES (GUERNSEY) LAWS 1994 to 1996
as amended

COMPANY LIMITED BY SHARES

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of

ADVANCE FRONTIER MARKETS FUND LIMITED

Amended by Special Resolution on 1 June 2007

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THE COMPANIES (GUERNSEY) LAWS 1994 to 1996, AS AMENDED

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

ADVANCE FRONTIER MARKETS FUND LIMITED

- 1 The name of the Company is **“Advance Frontier Markets Fund Limited”**.
- 2 The Registered Office of the Company will be situate in Guernsey.
- 3 The objects for which the Company is established are:
 - (1) To carry on business as an investment company and for that purpose to purchase or otherwise acquire any shares stocks certificates bills monetary instruments units participations debenture stocks bonds obligations policies of
 - (2) assurance currencies securities options derivative instruments index linked contracts and other contracts property or estates including commercial property around the world of any kind or nature whatsoever and to hold and from time to time to vary and dispose of any such investments and to acquire any such securities or investments as aforesaid in the name of the Company or its nominees by original subscription tender purchase exchange or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof and powers or realising capital or earning income in respect thereof or incidental thereto.
 - (3) To purchase or acquire any estate or interest and hold use deal or trade in whether with a view to profit or not and by any means property and rights of all kinds real or personal movable or immovable legal or equitable and to hold any such property and rights in the name of the Company or its nominees and to exercise and enforce all rights and powers as owners and to develop any such property or rights.
 - (4) To borrow or raise money in any manner and to secure the repayment of any money borrowed raised or owing by assignment charge hypothecation pledge or mortgage on all or any of the property or rights of the Company present future vested or contingent including uncalled capital.
 - (4) To guarantee assure or become liable for or to indemnify against any loss damage or obligation of any person whether or not connected or associated in any manner with the Company (including without limitation any holding or subsidiary company of the Company and any subsidiary of any such holding company) and whether for direct or indirect consideration benefit or advantage and in connection with or support of such arrangements to assign charge hypothecate mortgage or pledge all or any of the undertaking and property of the Company (including uncalled capital) and to enter into any contracts or other transactions in relation to any such arrangements.
 - (5) To accept payment for any property right or undertaking sold or disposed of or dealt with by the Company either in cash or in shares or other securities whether with or without deferred or preferred rights or in debentures securities or mortgages or in any other manner.

- (6) To issue and deposit any shares or securities which the Company may issue by way of charge hypothecation pledge or mortgage to secure any sum less than the nominal amount of such shares or securities and also by way of security for the performance of any obligations or liabilities of the Company or of any person whether or not the Company has an interest in such person or his business.
- (7) To accumulate capital for any of the purposes of the Company and to appropriate any property or rights for specific purposes conditionally or unconditionally and to allow any person having dealings with the Company to share in the Company's profits or any other advantages or benefits.
- (8) To pay all or any expenses incurred in connection with formation and promotion of the Company or to contract with any other person to pay the same and to pay commissions to brokers and others for underwriting placing selling or guaranteeing the subscription of any shares or securities of the Company or of any other entity promoted by the Company.
- (9) To lend money, securities and/or property to or guarantee the performance of the contracts or obligations of any company, firm or person, and to guarantee the payment and repayment of capital and principal of, and dividends, interest or premiums payable on, any stock, shares and securities of any company, whether in any way associated with this Company or not and whether having objects similar to those of this Company or not, and generally to transact all kinds of guarantee and indemnity business and to secure any such guarantee and indemnity by mortgage, charge or lien upon all or any of the property or assets of the Company, both present and future, including its uncalled capital.
- (10) To enter into arrangements with any state government or authority national local or otherwise and to obtain therefrom all rights concessions or privileges conducive to the Company's objects and to oppose the grant to any other person of similar rights concessions and privileges.
- (11) To make gifts to any persons in such circumstances and whether of cash or other property or rights as may be considered directly or indirectly conducive to any of the Company's objects or otherwise expedient and in particular to remunerate any person introducing or doing business to or with the Company.
- (12) To draw make accept endorse issue discount and execute deeds agreements arrangements cheques promissory notes bills of exchange and lading warrants securities debentures and all other negotiable and transferable instruments or transactions whatsoever.
- (13) To enter into any joint ventures or arrangements or agreements for sharing profits with any persons.
- (14) To distribute in specie among the Members by way of dividend or bonus or on a return of capital any property or rights of the Company or any proceeds of sale.
- (15) To effect insurances and reinsurances against risks of every description whether of the Company or any other person.
- (16) To amalgamate with any other company whose objects are or include objects similar to those of the Company whether by sale or purchase (for full or partly paid shares or otherwise) of the undertaking or by sale or purchase (for full or partly paid shares or otherwise) of all or a controlling interest in the shares of the Company or any such other company or partnership or any arrangement in the nature of partnership or in any other manner.
- (17) To procure the Company to be recognised or registered anywhere and to carry on all or any part of the Company's business anywhere whether or not the Company has

established an office or is so recognised or registered and as principals agents contractors trustees nominees or otherwise and by or through such persons and either alone or in conjunction with others.

- (18) To do all such other things as the Company may think incidental to or connected with any of the above objects or conducive to their attainment or otherwise likely in any respect to be advantageous to the Company.

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

- 4 The liability of the Members is limited to the amount (if any) for the time being unpaid on the shares held by each of them respectively.
- 5 The Share Capital of the Company comprises an unlimited number of Ordinary Shares of no par value.
- (1) The Company has power to issue shares of no par value.
- (2) The Company has power to increase or reduce its share capital and to attach to any shares in the initial or increased or reduced capital any preferred deferred qualified or special rights privileges and conditions or to subject the same to any restrictions or limitations and to consolidate or sub-divide all or any of its shares into shares of a larger or smaller denomination.
- (3) The rights for the time being attached to any shares in the initial capital and to any shares having preferred deferred qualified or special rights privileges and conditions may be altered or dealt with in accordance with the Articles of Association.
- 6 The shares shall be paid for according to the terms of allotment or otherwise by calls as the Board shall think fit.
- 7 Shares in the capital of the Company may be issued in payment or part payment of the purchase consideration for any property purchased by the Company or in consideration of any services rendered to the Company by any person in assisting the Company to carry out any of its objects and for shares so issued no money payment shall be made or required save in so far as by the terms under which any of such shares may be issued a cash payment may be required.
- 8 The Signature of the Company shall be:-
- (1) **"Advance Frontier Markets Fund Limited"** with the addition of the signature(s) of one or more person(s) authorised generally or specifically by the Board for such purpose, or
- (2) The Common Seal of the Company countersigned by such person(s) as the Board may at any time authorise in that behalf.

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ADVANCE FRONTIER MARKETS FUND LIMITED

(Amended by Special Resolution on 1 June 2007)

1. INTERPRETATION

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

Words	Meanings
“Admission”	the initial admission of the shares of the Company to trading on AIM and to the Daily Official List of the Channel Islands Stock Exchange, LBG.
“AIM”	means AIM, the market of that name operated by the London Stock Exchange.
“AIM Rules for Companies”	the AIM Rules for Companies, as issued from time to time by the London Stock Exchange.
“Articles”	these Articles of Association as now framed and at any time altered.
“At any time”	at any time or times and includes for the time being and from time to time.
“Board”	the Directors at any time or the Directors present at a duly convened meeting at which a quorum is present.
“CRESTCo”	CRESTCo Limited, the operator of the CREST UK system.
“CREST Requirements”	Guernsey Rule 8 and such other of the rules and requirements of CRESTCo as may be applicable to issuers as from time to time specified in the CREST Manual.
“CREST Manual”	the document entitled “CREST Reference Manual” issued by CRESTCo.

“CREST Rules”	the Rules from time to time issued by CRESTCo governing the admission of securities to and the operation of the CREST UK system.
“CREST UK system”	the facilities and procedures for the time being of the relevant system of which CRESTCo has been approved as operator pursuant to the Regulations.
“dematerialised instruction”	an instruction sent or received by means of the CREST UK system.
“Director”	a director of the Company for the time being or, as the case may be, the directors assembled as a board or committee of such board.
“Dividend”	includes bonus.
“Executors”	includes administrators.
“FSA”	the United Kingdom Financial Services Authority.
“FSA Handbook”	the FSA Handbook of Rules and Guidance (as amended and replaced from time to time).
“general meetings”	annual general meetings and extraordinary general meetings.
“Group”	means the Company any holding company of the Company and any subsidiary or subsidiary undertaking of such holding company and any subsidiary or subsidiary undertaking of the Company.
“Laws”	the Companies (Guernsey) Laws, 1994 to 1996 and the Companies (Enabling Provisions) (Guernsey) Law, 1996 in each case as amended extended or replaced and any Ordinance statutory instrument or regulation made thereunder.
“Liquidator”	includes joint Liquidators.
“London Stock Exchange”	the London Stock Exchange plc.
“Member”	includes a registered holder of a share and any person entitled on death, disability or insolvency of a member.
“Memorandum”	the Memorandum of Association of the Company.
“Month”	calendar month.
“Net Asset Value”	the total assets of the Company less its total liabilities (including accrued but unpaid fees) valued in accordance with the Company’s accounting policies adopted by the Company from time to time and expressed in US\$.
“Office”	the registered office at any time of the Company.
“Ordinary Shares”	shall have the same meaning as “shares”.
“Probate”	includes Letters of Administration.

“Proxy”	includes attorney.
“record date”	the date determined by the Board, when a dividend has been or is to be declared, by which a Member must be registered in the Register as a holder of shares in order to be entitled to a dividend.
“Register”	the Register of Members kept pursuant to the Laws.
“Regulations”	the UK Uncertificated Securities Regulations 2001 (SI 2001 No 3755) including any modification thereof and rules made thereunder or any regulations in substitution thereof made under section 207 Companies Act 1989 for the time being in force.
“relevant system”	the computer-based system, and procedures, which enable title to units of a security to be evidenced and transferred without a written instrument, and which facilitate supplementary and incidental matters in accordance with the Regulations;
“Seal”	the Common Seal of the Company.
“Secretary”	includes a temporary or assistant Secretary and any person appointed by the Board to perform any of the duties of Secretary.
“shares”	means ordinary shares of no par value in the capital of the Company and having the rights attaching thereto prescribed in these Articles.
“Sponsor”	a company, person or firm admitted by CRESTCo to act as sponsor under the CREST Rules.
“Uncertificated”	a unit of a Guernsey security title to which is recorded on the relevant register of securities as being held in uncertificated form, and title to which may be transferred by means of the CREST UK system; and “certificated unit of a security” means a unit of a security which is not an uncertificated unit.
“United Kingdom”	Great Britain and Northern Ireland.
“United States” or “U.S.”	The United States of America (including the States, the District of Columbia), its territories, possessions and all other areas subject to its jurisdiction.
“U.S. Person”	means: <ul style="list-style-type: none"> (a) any natural person resident in the United States; (b) any partnership or corporation organised or incorporated under the laws of the United States; (c) any estate of which any executor or administrator is a United States Person; (d) any trust of which any trustee is a United States Person; (e) any agency or branch of a foreign entity located in the United States;

- (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a United States Person;
- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and
- (h) any partnership or corporation if:
 - (i) organised or incorporated under the laws of any foreign jurisdiction; and
 - (ii) formed by a United States Person principally for the purpose of investing in securities not registered under the United States Securities Act of 1933, as amended, unless it is organised or incorporated, and owned, by accredited investors (as defined in s 230.501(a) of the Regulation D under such Act) who are not natural persons, estates or trusts.

However, a United States Person does not include:

- (a) any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-United States Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States;
- (b) any estate of which any professional fiduciary acting as executor or administrator is a United States Person if:
 - (i) an executor or administrator of the estate who is not a United States Person has sole or shared investment discretion with respect to the assets of the estate; and
 - (ii) the estate is governed by non-United States law;
- (c) any trust of which any professional fiduciary acting as trustee is a United States Person, if a trustee who is not a United States Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a United States Person;
- (d) an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
- (e) any agency or branch of a United States Person located outside the United States if:
 - (a) the agency or branch operates for valid business reasons; and

- (b) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and
- (f) the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans.

The singular includes the plural and vice versa.

The masculine includes the feminine.

Words importing persons include corporations.

A reference to a “subsidiary” or a “holding company” shall be construed in accordance with Section 15 of the Amalgamation of Companies Ordinance, 1997.

Expressions referring to writing include any mode of representing or reproducing words.

Subject to the above any words defined in the Laws shall if not inconsistent with the subject or context bear the same meaning in these Articles.

2. BUSINESS

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

3. SHARES

- 3.1 The share capital of the Company is an unlimited number of shares of no par value having the rights hereinafter described.
- 3.2 Members are entitled to receive, and participate in, any dividends or other distributions out of the profits of the Company available for dividend and resolved to be distributed in respect of any accounting period or other income or right to participate therein.
- 3.3 On a winding-up, Members shall be entitled to the surplus assets remaining after payment of all the creditors of the Company pursuant to Article 33(1).
- 3.4 Members shall have the right to receive notice of and to attend and vote at general meetings of the Company and each Member (other than the Company itself where it holds its own shares as treasury shares) being present or in person or by proxy or by a duly authorised representative (if a corporation) at a meeting shall upon a show of hands have one vote and upon a poll each Member (other than the Company itself where it holds its own shares as treasury shares) present in person or by proxy or by a duly authorised representative (if a corporation) shall have one vote in respect of every share held by him.
- 3.5 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares any share in the Company may be issued with such preferred, deferred or other special rights or restrictions whether as to dividend, voting, return of capital or otherwise as the Company at any time by ordinary resolution may determine and subject to and in default of such determination as the Board may determine.

- 3.6 The Board may permit the holding of shares in uncertificated form and the transfer of title to shares in that class by means of a relevant system and may determine that any class of shares shall cease to be a participating security for the purposes of any regulations issued under the Laws authorising transfers of shares in de-materialised form.
- 3.7 Subject to the provisions of the Laws:-
- 3.7.1 any preference shares may with the sanction either of the Board or an ordinary resolution be issued on terms that they are or at the option of the Company or the holder are liable to be redeemed on such terms and in such manner as the Company before the issue may by ordinary resolution determine and subject to and in default of such determination as the Board may determine;
- 3.7.2 the Company may repurchase its own shares to the fullest extent permitted by the Laws and the Companies (Purchase of Own Shares) Ordinance 1998;
- 3.7.3 the Company may hold any shares purchased by it in accordance with the Companies (Purchase of Own Shares) Ordinance 1998 out of distributable profits as treasury shares in accordance with the Companies (Purchase of Own Shares) (Treasury Shares) Ordinance 2006;
- 3.7.4 the Company and any of its subsidiary companies may give financial assistance directly or indirectly for the purpose of or in connection with the acquisition of shares in the Company or in connection with reducing or discharging any liability incurred in connection with the purchase of shares in the Company;
- 3.7.5 the Company may convert all or any of its fully paid shares the nominal amount of which is expressed in a particular currency into fully paid shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than three significant figures) current on the date of the resolution or on such other date as may be specified therein.
- 3.8 If at any time the share capital is divided into different classes of shares the rights attached to any class (unless otherwise provided by the terms of issue) may whether or not the Company is being wound up be varied with the consent in writing of the holders of three-fourths of the issued shares of that class (excluding any shares held as treasury shares) or with the sanction of a resolution passed by a 75% majority at a meeting of the holders of shares of that class (excluding any shares held as treasury shares). To any separate general meeting of a class the provisions of these Articles relating to general meetings shall apply but so that the necessary quorum shall be at least two persons (other than the Company itself where it holds its own shares as treasury shares) present in person or by proxy holding at least one-third of the issued shares of that class and that any holder of shares of that class (other than the Company itself where it holds its own shares as treasury shares) present in person or by proxy may demand a poll. At an adjourned meeting any holders of shares of that class present in person or by proxy shall constitute the quorum.
- 3.9 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not (unless otherwise expressly provided by the terms of issue of the shares of that class) be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
- 3.10 The special rights conferred upon the holders of any shares or class of shares issued with preferred, deferred or other special rights shall not be deemed to be varied by the exercise of any powers under Article 3.17
- 3.11 Subject to the provisions of these Articles the unissued shares shall be at the disposal of the Board which may allot (subject to Article 3.12), grant options over, or otherwise dispose of them to such persons on such terms and conditions and at such times as the

Board determines but so that no share shall be issued at a discount and so that the amount payable on application on each share shall be fixed by the Board.

- 3.12 Subject as indicated in Article 3.13 and Article 3.14, and unless the Members shall by ordinary resolution otherwise direct, authorised but unissued shares of the Company shall only be allotted for cash in accordance with the provisions of this Article:
- 3.12.1 subject to Article 3.13.4, all shares to be allotted (the “offer shares”) shall first be offered to the Members (whose names are entered in the register of Members on the chosen Record Date) in proportion to their existing holdings of shares (the “initial offer”);
- 3.12.2 the initial offer shall be made by written notice (the “offer notice”) from the Directors specifying the number and price of the offer shares and shall invite each Member to apply in writing within a period, not being less than 21 days, for any such offer shares and, if so, the maximum number of offer shares they are willing to take;
- 3.12.3 at the expiration of the time specified for acceptance in the offer notice the Directors shall allocate the offer shares to or amongst the Members who shall have validly applied for any of the offer shares but so that no Member shall be obliged to take more than the maximum number of shares applied for by him under sub-Article 3.12.2; and
- 3.12.4 if any offer shares remain unallocated after the initial offer, the Directors shall be entitled to allot, grant options over or otherwise dispose of those shares to such persons on such terms and in such manner as they think fit save that those shares shall not be disposed of on terms which are more favourable to their subscribers than the terms on which they were offered to the Members pursuant to the initial offer.
- 3.13 The provisions of Article 3.12 shall not apply to:
- 3.13.1 the allotment of any shares for a consideration other than cash, and, accordingly, the Directors may allot or otherwise dispose of any authorised but unissued shares of the Company for a consideration other than cash to such persons at such times and generally on such terms as they may think fit; or
- 3.13.2 the allotment of any shares for cash up to an aggregate amount equal to 20 per cent. of the enlarged issued share capital of the Company immediately following Admission; or
- 3.13.3 any options or warrants which may be granted by the Company at any time prior to, or conditionally upon, Admission or to the issue of shares pursuant to the exercise of any such options or warrants; or
- 3.13.4 the allotment of any shares for cash up to an aggregate amount approved by the Shareholders in a general meeting of the Company from time to time.
- 3.14 The provisions of Article 3.12 shall be subject to such arrangements as the Directors deem necessary or expedient to deal with fractional entitlements that would otherwise arise or with legal or practical problems under the laws of, or requirements of any recognised regulatory body or any stock exchange in any territory.
- 3.15 The Company may pay commission in money or shares to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any shares in the Company or procuring or agreeing to procure subscriptions whether absolute or conditional for any shares in the Company provided that the rate or amount of commission shall be fixed by the Board and disclosed in accordance with the Laws. The Company may also pay brokerages.
- 3.16 Except as ordered by a court of competent jurisdiction or as required by law the Company shall not be affected or bound by or be compelled in any way to recognise (even when having notice) any equitable contingent future or partial interest in any share or fraction or (except only as by these Articles or by law otherwise provided) any other rights in respect

of any share except an absolute right to the entirety in the registered holder and whether or not such share shall be entered in the Register as held in trust nor shall the Company be bound to see to the execution of any trust to which any share may be subject.

- 3.17.1 The Directors shall have power by notice in writing to require any Member to disclose to the Company the identity of any person other than the Member (an interested party) who has an interest in the shares held by the Member and the nature of such interest.
- 3.17.2 Any such notice shall require any information in response to such notice to be given in writing within the prescribed period set out below or within such reasonable time as the Directors shall determine.
- 3.17.3 The Company shall maintain a register of interested parties and whenever the Company is informed of an interested party in pursuance of a requirement imposed on a Member pursuant to Article 3.17.1 hereof, the identity of the interested party and the nature of his interest shall be promptly inscribed therein together with the date on which the notice was given.
- 3.17.4 The Directors may be required to exercise their powers under Article 3.17.1 on a requisition of Members holding at the date of the deposit of such requisition not less than one-tenth of the paid-up capital of the Company which paid up capital carries the right to vote at general meetings of the Company.

The requisition must:-

- 3.17.4.1 state that the requisitionists are requiring the Company to exercise its powers under this Article;
- 3.17.4.2 specify the manner in which they require those powers to be exercised; and
- 3.17.4.3 give reasonable grounds for requiring the Company to exercise those powers in the manner specified,

and must be signed by the requisitionists and deposited at the Office.

The requisition may consist of several documents in like form each signed by one or more requisitionists.

On the deposit of a requisition complying with this section it is the Directors' duty to exercise their powers under Article 3.17.1 in the manner specified in the requisition.

- 3.17.5 If any Member has been duly served with a notice given by the Directors in accordance with Article 3.17.1 and is in default for the prescribed period in supplying to the Company the information thereby required, then the Directors may in their absolute discretion at any time thereafter serve a notice (a "direction notice") upon such Member as follows:-

3.17.5.1 a direction notice may direct that, in respect of:-

- (i) the shares comprising the shareholder account in the Register which comprises or includes the shares in relation to which the default occurred (all or the relevant number as appropriate of such shares being the "default shares"); and
- (ii) any other shares held by the Member;

the Member shall have no right to attend or vote at a general meeting or meeting of the holders of any class of shares of the Company either personally or by proxy or to exercise any other right conferred by membership in relation to any such meetings; and

3.17.5.2 where the default shares represent at least 0.25 per cent. of the class of shares concerned, then the direction notice may additionally direct that:-

- (i) in respect of the default shares, any dividend or part thereof which would otherwise be payable on such shares shall be retained by the Company without any liability to pay interest thereon when such money is finally paid to the Member;
- (ii) no transfer other than an approved transfer (as set out in Article 3.17.8.3) of any of the shares held by such Member shall be registered unless:-
 - (a) the Member is not himself in default as regards supplying the information requested; and
 - (b) the transfer is of part only of the Member's holding and when presented for registration is accompanied by a certificate by the Member in a form satisfactory to the Directors to the effect that after due and careful enquiry the Member is satisfied that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer.

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

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

3.17.7 Any direction notice shall have effect in accordance with its terms for as long as the default, in respect of which the direction notice was issued, continues but shall cease to have effect in relation to any shares which are transferred by such Member by means of an approved transfer as set out in Article 3.17.8.3. As soon as practical after the direction notice has ceased to have effect (and in any event within seven days thereafter) the Directors shall procure that the restrictions imposed by paragraphs 3.17.5 and 3.17.6 above shall be removed and that dividends and other monies withheld pursuant to Article 3.17.5.2(i) above are paid to the relevant Member.

3.17.8 For the purpose of this Article:-

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

3.17.8.2 the prescribed period in respect of any particular Member is 28 days from the date of service of the said notice in accordance with Article 3.17.1 except

where the default shares represent at least 0.25 per cent. in value of the class of shares concerned in which case such period shall be fourteen days;

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

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

For the purposes of this sub-paragraph any person referred to in Article 21.7 in relation to Directors shall, mutatis mutandis, be included amongst the persons who are connected with the Member or any person appearing to be interested in such shares.

3.17.9 Any shareholder who has given notice of an interested party in accordance with Article 3.17.2 who subsequently ceases to have any party interested in his shares or has any other person interested in his shares shall notify the Company in writing of the cessation or change in such interest and the Directors shall instruct the registrar of the Company to amend the register of interested parties accordingly.

4. NOTIFICATION OF INTEREST IN SHARES

4.1 From the date of Admission and for so long as the Company has any of its share capital admitted to trading on AIM, or any successor market or any other market operated by the London Stock Exchange, every Member shall comply with the notification and disclosure requirements set out in Chapter 5 of the Disclosure and Transparency Rules Sourcebook (as amended and varied from time to time) of the FSA Handbook as if the Company were classified as an "issuer" whose "Home State" is the "United Kingdom" (as such terms are defined in the FSA Handbook).

4.2 If it shall come to the attention of the Directors that any Member has not, within the requisite period made or, as the case may be, procured the making of any notification required by this Article, the Company may (in the absolute discretion of the Directors) at any time thereafter by notice (a "Restriction Notice") to such Member direct that, in respect of the shares in relation to which the default has occurred (the "Default shares" which expression shall include any further shares which are issued in respect of any Default shares), the Member shall not be entitled to be present or to vote on any question (either in person or in proxy), at any general meeting of the Company or separate general meeting of the holders of any class of shares of the Company, or to be recognised in a quorum or to sign a written resolution.

4.3 Where the Default shares represent at least 0.25 per cent. in nominal value of the issued shares of their class, then the Restriction Notice may additionally direct that in respect of the Default shares:

4.3.1 any distribution or any part of a distribution or other amounts payable in respect of the Default shares be withheld by the Company, which has no obligation to pay interest on

the same, and shall be payable (when the restriction notice ceases to have effect) to the person who would but for the Restriction Notice have been entitled to them; and/or

- 4.3.2 where an offer of the right to elect to receive shares of the Company instead of cash in respect of any dividend or part thereof is or has been made by the Company any election made thereunder by such Member in respect of such Default shares shall not be effective; and/or
- 4.3.3 no transfer of any of the shares held by any such Member shall be recognised or registered by the Directors unless: (1) the transfer is an excepted transfer; or (2) the Member is not himself in default as regards supplying the requisite information required under this Article and, when presented for registration the transfer is accompanied by a certificate by the Member in a form satisfactory to the directors to the effect that after due and careful enquiry the Member is satisfied that none of the shares, the subject of the transfer are Default shares.
- 4.4 The Company shall send a copy of the Restriction Notice to each other person appearing to be interested in the shares the subject of such notice, but the failure or omission by the Company to do so shall not invalidate the notice.
- 4.5 Any Restriction Notice shall have effect in accordance with its terms from the date it is given until not more than seven days after the Directors are satisfied that the default in respect of which the Restriction Notice was issued no longer continues but shall cease to have effect in relation to any shares which are transferred by such Member. The Company may (at the absolute discretion of the Directors) at any time give notice to the Member cancelling or suspending for a stated period the operation of a Restriction Notice in whole or part.
- 4.6 A person, other than the Member holding a share, shall be treated as appearing to be interested in that share if the Member has informed the Company that the person is, or may be interested, or the Company after taking account of information obtained from a Member knows or has reasonable cause to believe that the person is, or maybe, so interested.

5. CERTIFICATES

- 5.1 Save for shares held in uncertificated form, every person shall be entitled:-
- 5.1.1 without payment to one certificate for all his shares of each class and when part only of the shares comprised in a certificate is sold or transferred to a balance certificate; or
- 5.1.2 upon payment of such sum as the Board may determine to several certificates each for one or more shares of any class.
- 5.2 Every certificate shall be issued within one month after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) and shall specify the shares to which it relates and the amount paid up and the distinguishing numbers (if any).
- 5.3 All forms of certificate for shares or debentures or representing any other form of security (other than letters of allotment scrip certificates and other like documents) shall be issued and may if determined by the Board be issued under the Seal of the Company and shall be signed autographically unless there shall be in force a resolution of the Board adopting some method of mechanical signature in which event the signatures (if authorised by such resolution) may be effected by the method so adopted.
- 5.3.1 The Company shall not be bound to register more than four persons as the joint holders of any share or shares and, in respect of a share held jointly, the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

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

6. LIEN

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

7. CALLS ON SHARES

- 7.1 The Board may at any time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value or by way of premium and not by the conditions of allotment made payable at fixed times) and each Member shall pay to the Company at the time and place appointed the amount called. A call may be revoked or postponed.
- 7.2 Joint holders shall be jointly and severally liable to pay calls.
- 7.3 If a sum called in respect of a share is not paid before or on the day appointed the person from whom the sum is due shall pay interest from the day appointed to the time of actual payment at such rate as the Board may determine.
- 7.4 Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable and in the case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 7.5 The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the money uncalled and unpaid upon the shares held by him beyond the sums actually called up thereon as payment in advance of calls, and such payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is advanced, and upon the money so received or so much

thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which it has been received, the Company may (until the same would, but for such advance, become presently payable) pay interest at such rate as the Member paying such sum and the Directors agree upon **PROVIDED THAT** any amount paid up in advance of calls shall not entitle the holder of the shares upon which such amount is paid to participate in respect thereof in any dividend until the same would but for such advance become presently payable.

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

8. FORFEITURE AND SURRENDER OF SHARES

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

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

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

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

8.5 A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall notwithstanding the forfeiture remain liable to pay to the Company all monies which at the date of forfeiture were presently payable by him to the Company in respect of the shares with interest thereon from the date of forfeiture until payment at such rate as the Directors may determine and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture.

8.6 The Board may accept from any Member on such terms as shall be agreed a surrender of any shares in respect of which there is a liability for calls. Any surrendered share may be disposed of in the same manner as a forfeited share.

8.7 A declaration in writing by a Director or the Secretary that a share has been duly forfeited or surrendered on the date stated in the declaration shall be conclusive evidence of the facts therein as against all persons claiming to be entitled to the shares.

8.8 The Company may receive the consideration given for any share on any sale or disposition and may execute a transfer of the share in favour of the person to whom the same is sold or disposed of and he shall thereupon be registered as the holder and shall not be bound to see to the application of the purchase money nor shall his title be affected by any irregularity or invalidity in forfeiture, sale, re-allotment or disposal.

9. TRANSFER AND TRANSMISSION OF SHARES

- 9.1 The Directors shall have power to implement such arrangements as they may, in their absolute discretion, think fit in order for any class of shares to be admitted to settlement by means of the CREST UK system. Where they do so, Articles 9.2 and 9.3 shall commence to have effect immediately prior to the time at which CRESTCo admits the class to settlement by means of the CREST UK system.
- 9.2 In relation to any class of shares which, for the time being, CRESTCo has admitted to settlement by means of the CREST UK system, and for so long as such class remains so admitted, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with:-
- 9.2.1 the holding of shares of that class in uncertificated form;
- 9.2.2 the transfer of title to shares of that class by means of the CREST UK system; or
- 9.2.3 Rule 8 (headed "UK Admission of Guernsey Securities") in the CREST Rules and such other rules and requirements of CRESTCo as may be applicable to the Company as an issuer of uncertificated securities that are transferable through CREST.
- 9.3 Without prejudice to the generality of Article 9.2 and notwithstanding anything contained in these Articles where any class of shares is, for the time being, admitted to settlement by means of the CREST UK system:-
- 9.3.1 such securities may be issued in uncertificated form in accordance with and subject as provided in the CREST Guernsey Requirements;
- 9.3.2 unless the Directors otherwise determine, such securities held by the same holder or joint holder in certificated form and uncertificated form shall be treated as separate holdings;
- 9.3.3 such securities may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject as provided in the CREST Guernsey Requirements;
- 9.3.4 title to such of the shares as are recorded on the register as being held in uncertificated form may be transferred only by means of the CREST UK system and as provided in the CREST Guernsey Requirements and accordingly (and in particular) no provision of these Articles shall apply in respect of such shares to the extent that those Articles require or contemplate the effecting of a transfer by an instrument in writing and the production of a certificate for the security to be transferred;
- 9.3.5 the Company shall comply in all respects with the CREST Guernsey Requirements including, without limitation, CREST Rules 21 and 22;
- 9.3.6 no provision of these Articles shall apply so as to require the Company to issue a certificate to any person holding such shares in uncertificated form;
- 9.3.7 the permitted number of joint holders of a share shall be four;
- 9.3.8 every transfer of shares from a CREST account of a CREST member to a CREST account of another CREST member shall vest in the transferee a beneficial interest in the shares transferred, notwithstanding any agreements or arrangements to the contrary however and whenever arising and however expressed. Accordingly, each CREST member who is for the time being registered as the holder of any shares in the capital of the Company shall hold such shares upon trust for himself and for those persons (if any) whose CREST accounts are duly credited with any such shares or in favour of whom shares are to be withdrawn from CRESTCo pursuant to a settled stock withdrawal instruction; and the member and all such persons, to the extent respectively of the shares

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

9.3.9 Where a dematerialised instruction is expressed to have been sent on behalf of a person by a Sponsor or by CRESTCo:-

9.3.9.1 the person on whose behalf the instruction is expressed to have been sent shall not be able to deny to the addressee:-

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

9.3.9.2 the Sponsor or CRESTCo, as the case may be, shall not be able to deny to the addressee:-

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

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

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

9.3.9.4 An addressee who receives a dematerialised instruction (whether directly, or by means of the facilities of a Sponsor acting on his behalf) may (subject to Articles 9.3.9.7 and 9.3.9.9) accept that at the time when it was sent:-

- (i) the information contained in the instruction was correct;
- (ii) the user or authorised operator identified in the instruction as having sent the instruction did send it; and
- (iii) if the instruction was expressed to have been sent on behalf of a person, it was sent with the authority of that person.

9.3.9.5 An addressee shall not be allowed to accept any of the matters specified in Article 9.3.9.4 where, at the time when he received the dematerialised instruction, he was a person who was not either the Company or a Sponsor receiving (in either case) dematerialised instructions on behalf of the Company, and he had actual notice:-

- (i) that any information contained in it was incorrect;
- (ii) that the user or CRESTCo expressed to have sent the instruction did not send it; or
- (iii) if the instruction was expressed to have been sent on behalf of a person, that the person had not given to CRESTCo or the Sponsor identified in the instruction as having sent it his authority to send the instruction on his behalf.

9.3.9.6 An addressee shall not be allowed to accept any of the matters specified in Article 9.3.9.4 where, at the time when he received the dematerialised

instruction, he was either the Company or a Sponsor receiving dematerialised instructions on behalf of the Company, and:-

- (i) he had actual notice from CRESTCo of any of the matters specified in Article 9.3.9.5; and
- (ii) the instruction was an instruction from CRESTCo requiring the registration of title in the circumstances specified in any of subparagraphs 8.1.1, 8.1.2, 8.1.3 and 8.1.4 of the CREST Guernsey Requirements.

9.3.9.7 However, where an addressee has received actual notice of a kind to which this Article refers in respect of a properly authenticated dematerialised instruction, he may accept the matters specified in Article 9.3.9.4 if at the time when he received the actual notice it was not practicable for him to halt his processing of the instruction.

9.3.9.8 A person who is permitted by Articles 9.3.9.4 or 9.3.9.7 to accept any matter shall not be liable in damages or otherwise to any person by reason of his having relied on the matter that he was permitted to accept.

9.3.9.9 Except as provided in paragraph 9.3.9.8, this Article does not affect any liability of a person for causing or permitting a dematerialised instruction:-

- (i) to be sent without authority;
- (ii) to contain information that is incorrect; or
- (iii) to be expressed to have been sent by a person who did not send it.

9.4 Articles 9.3.9.7 to 9.3.9.9 are to be construed in accordance with the CREST Manual.

9.5 Words and expressions not specifically defined in Articles 9.1 and 9.4 shall bear the same meaning as those words and expressions defined in the CREST Manual.

9.6 Subject to such of the restrictions of these Articles as may be applicable:-

9.6.1 any member may transfer all or any of his uncertificated shares by means of a relevant system authorised by the Board in such manner provided for, and subject as provided, in any regulations issued for this purpose under the Laws or such as may otherwise from time to time be adopted by the Board on behalf of the Company and the rules of any relevant system and accordingly no provision of these Articles shall apply in respect of an uncertificated share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the shares to be transferred;

9.6.2 any member may transfer all or any of his certificated shares by an instrument of transfer in any usual form or in any other form which the Board may approve; and

9.6.3 an instrument of transfer of a certificated share shall be signed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee. An instrument of transfer of a certificated share need not be under seal.

9.7 Every instrument of transfer of a certificated share shall be left at the Office or such other place as the Board may prescribe with the certificate of every share to be transferred and such other evidence as the Board may reasonably require to prove the title of the transferor or his right to transfer the shares; and the transfer and certificate shall remain in the custody of the Board but shall be at all reasonable times produced at the request and expense of the transferor or transferee or their respective representatives. A new certificate shall be delivered free of charge to the transferee after the transfer is

completed and registered on his application and when necessary a balance certificate shall be delivered if required by him in writing.

- 9.8 The Board may in its absolute discretion and without giving a reason refuse to register a transfer of any share which is not fully paid where the shares may be owned directly or indirectly by a U.S. Person or a Prohibited Person (as defined in Article 9.18), provided, in the case of a listed share that this would not prevent dealings in the share from taking place on an open and proper basis.
- 9.9 In addition, the Directors may refuse to register a transfer of shares which is prohibited by Article 10 and may also refuse to register a transfer of shares unless:-
- 9.9.1 it is in respect of only one class of shares;
- 9.9.2 it is in favour of not more than four transferees; and
- 9.9.3 in the case of certificated shares, it is delivered for registration to the Office or such other place as the Board may decide, accompanied by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to prove title of the transferor and the due execution by him of the transfer or, if the transfer is executed by some other person on his behalf, the authority of that person to do so.
- 9.10 The Board may only decline to register a transfer of an uncertificated share in the circumstances set out in regulations issued for this purpose under the Laws or such as may otherwise from time to time be adopted by the Board on behalf of the Company and the rules of any relevant system, and where, in the case of a transfer, to joint holders, the number of joint holders to whom the uncertificated share is to be transferred exceeds four.
- 9.11 If the Board refuse to register the transfer of a share they shall, within two months after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferee.
- 9.12 Subject to the CREST Guernsey Requirements, the registration of transfers may be suspended at such times and for such periods (not exceeding 30 days in any one year) as the Board may decide and either generally or in respect of a particular class of share.
- 9.13 No fee shall be payable to the Company in respect of the registration of any transfer, probate, letters of administration, certificate of marriage or death, power of attorney, instruction or other document relating to or affecting the title to any shares.
- 9.14 The Company shall keep the Register in accordance with the Laws. The Register may be closed during such periods as the Board think fit not exceeding in all thirty days in any year.
- 9.15 On the death of a Member the survivors where the deceased was a joint holder and the executors of the deceased where he was a sole holder shall be the only persons recognised by the Company as having any title to or interest in his shares; but nothing herein shall release the estate of a deceased joint holder from any liability in respect of any share jointly held.
- 9.16 A person so becoming entitled to a share in consequence of the death, bankruptcy or incapacity of a Member shall have the right to receive and may give a discharge for all dividends and other money payable or other advantages due on or in respect of the share, but he shall not be entitled to receive notice of or to attend or vote at meetings of the Company, or save as aforesaid, to any of the rights or privileges of a Member unless and until he shall be registered as a Member in respect of the share PROVIDED ALWAYS that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Board may thereafter withhold all dividends or other monies

payable or other advantages due in respect of the share until the requirements of the notice have been complied with.

10. GENERAL RESTRICTIONS ON REGISTRATION OF SHARES

10.1 If at any time the holding or beneficial ownership of any shares by any person (whether on its own or taken with other shares), in the opinion of the Directors (i) would cause the assets of the Company to be considered "plan assets" within the meaning of the Plan Assets Regulation (29 c.f.r. 2510.3 – 101) adopted by the United States Department of Labor under the Employee Retirement Income Security Act of 1974 ("ERISA") or section 4975 of the Internal Revenue Code of 1986, as amended or such similar United States Acts and regulations as determined by the Directors from time to time, (ii) may give rise to a breach of any applicable law or requirement in any jurisdiction; or (iii) would or might result in the Company being required to register or qualify under the United States Investment Company Act 1940; or (iv) would or might result in any investment manager engaged by the Company being required to register or qualify under the United States Investment Advisers Act 1940; or (v) contravene the criteria for eligibility for investing in the Company determined by the Directors from time to time, then any shares which the Directors decide are shares which are so held or beneficially owned ("Prohibited Shares") must be dealt with in accordance with article 10.2 below. The Directors may at any time give notice in writing to the holder of a share requiring him to make a declaration as to whether or not the share is a Prohibited Share.

10.2 The Directors shall give written notice to the holder of any share which appears to them to be a Prohibited Share requiring him within 21 days (or such extended time as the directors consider reasonable) to transfer (and/or procure the disposal of interests in) such share to another person so that it will cease to be a Prohibited Share. From the date of such notice until registration for such a transfer or a transfer arranged by the Directors as referred to below, the share will not confer any right on the holder to receive notice of or to attend and vote at a general meeting of the company and of any class of Members) and those rights will vest in the chairman of any such meeting, who may exercise or refrain from exercising them entirely at his discretion). If the notice is not complied with within 21 days to the satisfaction of the Directors, the Directors shall arrange for the Company to sell the share at the best price reasonably obtainable to any other person so that the share will cease to be a Prohibited Share. The net proceeds of sale (with interest at such rate as the Directors consider appropriate) shall be paid over by the Company to the former holder upon surrender by him of the relevant share certificate (if applicable).

11. ALTERATION OF CAPITAL

11.1 The Company may at any time by ordinary resolution increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe.

11.2 Any new shares shall be of such class and amount and have such preference or priority as regards dividends or in the distribution of assets or as to voting or otherwise over any other shares of any class whether then issued or not or be subject to such stipulations deferring them to any other shares with regard to dividends or in the distribution of the assets as the Board may determine.

11.3 Intentionally blank.

11.4 Subject as provided elsewhere in these Articles, the Company may by ordinary resolution:-

11.4.1 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

11.4.2 subdivide all or any of its shares into shares of smaller amount than is fixed by the Memorandum provided however that in subdivision the proportion between the amount

paid and the amount if any unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived and so that the resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from subdivision one or more of the shares may have such preferred deferred or other rights over the others as the Company has power to attach to unissued or new shares;

- 11.4.3 cancel any shares which at the date of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its authorised share capital by the amount of the shares so cancelled.
- 11.5 The Board on any consolidation of shares may deal with fractions of shares in any manner.
- 11.6 The Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with and subject to any authority and consent required by the Laws.

12. UNTRACED MEMBERS

- 12.1 Notwithstanding anything which may be stated to the contrary in these Articles, the Company shall be entitled to sell (in such manner and for such price as the Directors think fit) the shares of a Member or the shares to which a person is entitled by virtue of transmission on death or bankruptcy if and provided that the following conditions are satisfied:
 - 12.1.1 for a period of twelve years, being a period during which at least three distributions in respect of the shares in question have become payable, no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the Member or to the person entitled by transmission to the share, stock or debenture or loan stock at his address on the register of Members or the last known address given by the Member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the Member or the person entitled by transmission;
 - 12.1.2 the Company has at the expiration of the said period of twelve years given notice by advertisement in both a United Kingdom national newspaper and in a newspaper circulating in the area in which the address referred to in Article 12.1 is located of its intention to sell such share, stock or debenture or loan stock;
 - 12.1.3 the Company has not during the further period of three months following the publication of the said advertisement or following the later publication if the two advertisements are published on different dates and prior to the exercise of the power of sale received any communication from the Member or person entitled by transmission; and
 - 12.1.4 is so required by the rules of the London Stock Exchange, the Company has given notice in writing to the London Stock Exchange of its intention to sell such share, stock or debenture or loan stock.
- 12.2 To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such shares or any of them and such instrument of transfer shall be as effective as if it has been executed by the registered holder of or person entitled by transmission to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto. The Company shall be obliged to account to the former Member or other person previously entitled for the net proceeds of sale by carrying such proceeds to a separate account which shall be a permanent debt of the Company and the Company shall be deemed to be a debtor for such amount and not a trustee in respect of the debt for such former Member or person and shall enter the name of such former Member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt,

no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investment (other than shares of the Company or its holding company if any) as the director may from time to time think fit.

13. GENERAL MEETINGS

- 13.1 The first annual general meeting of the Company shall be held within such time as may be required by the Laws and thereafter annual general meetings shall be held once at least in each subsequent calendar year. Other meetings of the Company shall be called extraordinary general meetings. General meetings shall be held in Guernsey or elsewhere (other than the United Kingdom).
- 13.2 A Member participating by video link or telephone conference call or other electronic or telephonic means of communication in a meeting at which a quorum is present shall be treated as having attended that meeting provided that the Members present at the meeting can hear and speak to the participating Member and vice versa.
- 13.3 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Members participates and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to take place where the Chairman is present unless the Members resolve otherwise.
- 13.4 Any general meeting convened by the Board unless its time shall have been fixed by the Company in general meeting or unless convened in pursuance of a requisition may be postponed by the Board by notice in writing and the meeting shall subject to any further postponement or adjournment be held at the postponed date for the purpose of transacting the business covered by the original notice.
- 13.5 The Board may convene an extraordinary general meeting of the Company whenever it thinks fit and shall, on the requisition in writing of one or more holders representing not less than one-tenth of the issued share capital of the Company upon which all calls or other sums then due have been paid, forthwith proceed to convene an extraordinary general meeting.
- 13.6 The requisition shall be dated and shall state the object of the meeting and shall be signed by the requisitionists and deposited at the Office and may consist of several documents in like form each signed by one or more of the requisitionists.
- 13.7 If the Board does not proceed to cause a meeting to be held within twenty-one days from the date of the requisition being so deposited the requisitionists or a majority of them in value may themselves convene the meeting.
- 13.8 Any meeting convened by requisitionists shall be convened in the same manner (as nearly as possible) as that in which meetings are convened by the Board.

14. NOTICE OF GENERAL MEETINGS

- 14.1 Not less than ten days' notice specifying the time and place of any annual general meeting and specifying also in the case of any special business the general nature of the business to be transacted shall be given by notice sent by post by the Secretary or other Officer of the Company or any other person appointed in that regard by the Board to such Members as are entitled to receive notices provided that with the consent in writing of all the Members a meeting may be convened by a shorter notice or at no notice and in any manner they think fit. In every notice there shall appear a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not be a Member.

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

15. PROCEEDINGS AT GENERAL MEETINGS

- 15.1 The ordinary business of an annual general meeting shall be to receive and consider the profit and loss account and the balance sheet of the Company and the reports of the Directors and the Auditors, to elect Directors and appoint Auditors in the place of those retiring, to fix the remuneration of the Directors and Auditors, to sanction or declare dividends, and to transact any other ordinary business which ought to be transacted at such meeting. All other business shall be deemed special and shall be subject to notice as hereinbefore provided.
- 15.2 The quorum for a general meeting shall be two Members (other than the Company itself where it holds its own shares as treasury shares) present in person or by proxy.
- 15.3 If within half an hour after the time appointed for the meeting a quorum is not present the meeting if convened by or upon a requisition shall be dissolved. If otherwise convened it shall stand adjourned for seven days at the same time and place or to such other day and at such other time and place as the Board may determine and (subject to Article 15.5) no notice of adjournment need be given. On the resumption of an adjourned meeting, those Members present in person or by proxy shall constitute the quorum.
- 15.4 The Chairman (if any) or, if absent, the Deputy Chairman (if any) of the Board or, failing him, some other Director nominated by the Directors shall preside as Chairman at every general meeting, but if at any meeting none of the Chairman nor the Deputy Chairman nor such other Director be present within fifteen minutes after the time appointed for holding the meeting, or if none of them be willing to act as Chairman, the Directors present shall choose some Director present to be Chairman, or if no Directors be present, or if all the Directors present decline to take the chair the Members present shall choose some Member present to be Chairman.
- 15.5 The Chairman may with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting at any time and to any place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 15.6 At any meeting a resolution put to the vote shall be decided by a show of hands or by a poll at the option of the Chairman. Nevertheless before or on the declaration of the result a poll may be demanded:-
- 15.6.1 by the Chairman; or
- 15.6.2 by one Member (other than the Company itself where it holds its own shares as treasury shares) present in person or by proxy provided he represents at least one-tenth of the subscribed share capital; or
- 15.6.3 by two Members (other than the Company itself where it holds its own shares as treasury shares) present in person or by proxy.

The demand for a poll may be withdrawn.

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

- 15.7 A poll if demanded shall be taken at the meeting at which the same is demanded or at such other time and place as the Chairman shall direct and the result shall be deemed the resolution of the meeting.
- 15.8 If a poll is duly demanded, it shall be taken in such manner and at such place as the Chairman may direct (including the use of ballot or voting papers or tickets) and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may, in the event of a poll appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.
- 15.9 A poll demanded on the election of a Chairman and a poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the Chairman directs not being more than thirty days from the date of the meeting or adjourned meeting at which the poll was demanded.
- 15.10 In case of an equality of votes on a poll the Chairman shall have a second or casting vote.

16. VOTES OF MEMBERS

- 16.1 Subject to Article 3 and Article 10 and to any special rights or restrictions for the time being attached to any class of share:-
- 16.1.1 On a show of hands every Member (other than the Company itself where it holds its own shares as treasury shares) (being an individual) present in person or (being a corporation) present by a duly authorised representative at a general meeting shall have one vote.
- 16.1.2 On a poll every Member (other than the Company itself where it holds its own shares as treasury shares) (being an individual) present in person or by proxy or (being a corporation) present by a duly authorised representative at a general meeting shall have one vote for each share held by him.
- 16.2 Where there are joint registered holders of any share such persons shall not have the right of voting individually in respect of such share but shall elect one of their number to represent them and to vote whether in person or by proxy in their name. In default of such election the person whose name stands first on the Register shall alone be entitled to vote.
- 16.3 Any Member being incapable or of unsound mind may vote by his curator or other legal guardian. Any of such persons may vote either personally or by proxy.
- 16.4 On a poll votes may be given either personally or by proxy and a Member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way. A proxy need not be a Member. An instrument of proxy may be valid for one or more meetings.
- 16.5 No Member shall be entitled to be present or take part in any proceedings or vote either personally or by proxy or by a representative (if a corporation) at any meeting unless all amounts payable in respect of any shares held by him have been paid. No Member shall be entitled to vote in respect of any shares that he has acquired by purchase for pecuniary consideration unless he has been registered as their holder.
- 16.6 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed shall be valid for all purposes. Any objection made in due time shall be referred to the Chairman whose decision shall be final and binding.

- 16.7 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation under its common seal or under the hand of an officer or attorney duly authorised.
- 16.8 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default unless the Board directs otherwise the instrument of proxy shall not be treated as valid.
- 16.9 The instrument appointing a proxy may be in any form which the Board may approve and may include an instruction by the appointor to the proxy either to vote for or against any resolution to be put to the meeting.
- 16.10 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and shall be as valid for any adjournment as for the meeting to which it relates.
- 16.11 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or disability of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of such death, disability or revocation shall have been received by the Company at the Office before the commencement of the meeting or adjournment or the taking of the poll at which the proxy is used.
- 16.12 Any corporation which is a Member may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members or to approve any resolution submitted in writing and the person so authorised shall be entitled to exercise on behalf of the corporation which he represents the same powers (other than to appoint a proxy) as that corporation could exercise if it were an individual Member of the Company.

17. NUMBER AND APPOINTMENT OF DIRECTORS

- 17.1 The first Directors of the Company shall be appointed by the subscribers to the Memorandum. Unless such subscribers appoint a sole Director and until otherwise determined by the Board the number of Directors shall be not less than two. At no time shall a majority of Directors, including any duly appointed alternates, be resident for tax purposes in the United Kingdom and no person shall be appointed as a Director if the Board would cease to consist of a majority of Directors resident outside the United Kingdom for tax purposes.
- 17.2 Subject to Article 17.1 above, the Board shall have power at any time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number (if any) fixed pursuant to these Articles. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-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 if it is an annual general meeting.
- 17.3 At the first general meeting of the Company all of the Directors shall retire from office. At each annual general meeting thereafter, one-third of the Directors (or if their number is not three or a multiple of three), the number nearest to, but (except where there are less than three Directors) not greater than one-third, shall retire from office.
- 17.4 Subject to the provisions of these Articles, the Directors to retire by rotation on each occasion shall be those of the Directors who have been longest in office since their last appointment or re-appointment but, as between persons who became or were last reappointed Directors on the same day, those to retire shall (unless they otherwise agree

among themselves) be determined by lot. In addition, any Director who would not otherwise be required to retire at any general meeting which is the third general meeting after the later of his appointment by the Company in general meeting and re-election as a Director of the Company in general meeting, shall nevertheless be required to retire at such general meeting. The Directors to retire on each occasion (both as to number and identity) shall be determined by the composition of the Board at the start of business on the date of the notice convening the general meeting and no Director shall be required to retire or be relieved from retiring by reason of any change in the number or identity of the Directors after that time on the date of the notice but before the close of the meeting.

- 17.5 No person other than a Director retiring at a general meeting shall unless recommended by the Directors be eligible for election by the Company to the office of Director unless not less than seven nor more than forty two clear days before the date appointed for the meeting there shall have been left at the Office notice in writing signed by a Member duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election together with notice in writing signed by that person of his willingness to be elected.
- 17.6 The Company at the meeting at which a Director retires in the manner aforesaid may fill the vacated office by appointing a person thereto by ordinary resolution and in default the retiring Director shall, if willing to act, be deemed to have been re-appointed unless at such meeting it is expressly resolved not to fill the vacated office or a resolution for the re-appointment of such Director shall have been put to the meeting and lost. The Company at such meeting may also (subject to Article 17.1 and 17.2 hereof) fill up any other vacancies.
- 17.7 Without prejudice to the powers of the Board the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.
- 17.8 At a general meeting a motion for the appointment of two or more persons as Directors of the Company by a single resolution shall not be made unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.

18. QUALIFICATION AND REMUNERATION OF DIRECTORS

- 18.1 A share qualification for a Director may be fixed by the Company in general meeting and unless and until so fixed no qualification shall be required. A Director need not be a Member .
- 18.2 The Directors shall be paid out of the funds of the Company by way of fees such sums not exceeding in the aggregate US\$200,000 per annum as the Directors shall determine or as may otherwise be approved by ordinary resolution of the Company. Directors' fees shall be deemed to accrue from day to day.
- 18.3 The Directors shall also be entitled to be repaid all reasonable out of pocket expenses properly incurred by them in or with a view to the performance of their duties or in attending meetings of the Board or of committees or general meetings.
- 18.4 If any Director having been requested by the Board shall render or perform extra or special services or shall travel or go to or reside in any country not his usual place of residence for any business or purpose of the Company he shall be entitled to receive such sum as the Board may think fit for expenses and also such remuneration as the Board may think fit either as a fixed sum or as a percentage of profits or otherwise and such remuneration may as the Board shall determine be either in addition to or in substitution for any other remuneration which he may be entitled to receive.

19. ALTERNATE DIRECTORS

- 19.1 A Director who is resident outside the United Kingdom for tax purposes shall not be entitled to appoint an Alternate who is resident in the United Kingdom for tax purposes.
- 19.2 Subject to Article 19.1 above, any Director may by notice in writing under his hand served upon the Company appoint any person (whether a Member of the Company or not) as an alternate Director to attend and vote in his place at any meeting of the Directors at which he is not personally present or to undertake and perform such duties and functions and to exercise such rights as he could personally and such appointment may be made generally or specifically or for any period or for any particular meeting and with and subject to any particular restrictions. Every such appointment shall be effective and the following provisions shall apply:-
- 19.2.1 Every alternate Director while he holds office as such shall be entitled:-
- 19.2.1.1 if his appointor so directs the Secretary to notice of meetings (including committee meetings) of the Directors (unless he is absent from Guernsey, the United Kingdom or his usual residential address wherever located if previously notified to the Company); and
- 19.2.1.2 to attend and to exercise (subject to any restrictions) all the rights and privileges of his appointor at all such meetings at which his appointor is not personally present.
- 19.2.2 Every alternate Director shall ipso facto vacate office if and when his appointment expires by effluxion of time or his appointor vacates office as a Director or removes the alternate Director from office as such by notice in writing under his hand served upon the Company. If a Director retires by rotation or otherwise but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his re-appointment.
- 19.2.3 No alternate Director shall be entitled as such to receive any remuneration from the Company but every alternate Director shall be entitled to be paid all reasonable expenses incurred in exercise of his duties.
- 19.2.4 A Director may act as alternate Director for another Director and shall be entitled to vote for such other Director as well as on his own account but no Director shall at any meeting be entitled to act as alternate Director for more than one other Director.

20. BORROWING POWERS OF THE BOARD

The Board may exercise any and all the powers of the Company to borrow money or to give guarantees, mortgage hypothecate pledge or charge all or part of its undertaking property or assets and uncalled capital and to issue debentures and other securities whether outright or as collateral security for any liability or obligation of the Company or of any third party provided always that the aggregate principal amount of all borrowings (as defined in the Articles) by the Company shall not at the point of drawdown of any borrowings exceed 10 per cent. of the Net Asset Value.

21. OTHER POWERS AND DUTIES OF THE BOARD

- 21.1 The business of the Company shall be managed by the Board who may exercise all such powers of the Company as are not required to be exercised by the Company in general meeting subject nevertheless to these Articles and to the Laws and to such regulations as may be prescribed by the Company in general meeting but no regulation so made shall invalidate any prior act of the Board. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.

- 21.2 The Board may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies and the Board may on behalf of the Company make such arrangements as it thinks advisable for taking the profits or bearing the losses of any branch or business so carried on or for financing assisting or subsidising any such subsidiary company or guaranteeing its contracts obligations or liabilities.
- 21.3 The Board may establish any local boards (provided that any such local boards shall be composed of all or a majority of persons who are resident for tax purposes other than in the United Kingdom and no such local board shall in any case meet in the United Kingdom) or agencies (not resident for tax purposes in the United Kingdom) for managing any of the affairs of the Company and may appoint any one or more of its number or any other persons to be members of such local boards or any managers or agents and may fix their remuneration and may delegate to any local board manager or agent any of the powers authorities and discretions vested in the Board with power to sub-delegate and may authorise the members of any local board to fill any vacancies and to act notwithstanding vacancies and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the Board may remove any person so appointed and may annul or vary any such delegation but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
- 21.4 The Board may at any time by power of attorney given under the hand of such person or persons duly authorised in that behalf appoint any person or any fluctuating body of persons (not resident for tax purposes in the United Kingdom) whether nominated directly or indirectly by the Board to be the attorney of the Company for such purposes and with such powers and discretions and for such periods and subject to such conditions as the Board may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any attorney as the Board may think fit and may also authorise any attorney to sub-delegate all or any of his powers and discretions.
- 21.5 A Director who to his knowledge is in any way directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Company shall disclose the nature of his interest at a meeting of the Board. In the case of a proposed contract such disclosure shall be made at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Board held after he became so interested. In a case where the Director becomes interested in a contract or arrangement after it is made disclosure shall be made at the first meeting of the Board held after the Director becomes so interested. For the purpose of the foregoing a general notice given to the Board by a Director to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract or arrangement which may after the date of the notice be made with that company or firm shall be deemed to be a sufficient disclosure of interest unless either it is given at a meeting of the Board or the Director takes reasonable steps to ensure that it is raised and read at the next meeting of the Board after it is given.
- 21.6 A Director may not vote or be counted in the quorum on a resolution of the Directors or committee of the Directors concerning a contract, arrangement, transaction or proposal to which the Company is or is to be a party and in which he has an interest which (together with any interest of any person connected with him) is, to his knowledge, a material interest (otherwise than by virtue of his interest in shares or debentures or other securities of or otherwise in or through the Company) but, in the absence of some other material interest than is mentioned below, this prohibition does not apply to a resolution concerning any of the following matters:-
- 21.6.1 the giving of a guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiary undertakings;

- 21.6.2 the giving of a guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part, either alone or jointly with others, under a guarantee or indemnity or by the giving of security;
- 21.6.3 a contract, arrangement, transaction or proposal concerning an offer of shares, debentures or other securities of the Company or any of its subsidiary undertakings for subscription or purchase, in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;
- 21.6.4 a contract, arrangement, transaction or proposal to which the Company is or is to be a party concerning another company (including a member of the Group) in which he (and any persons connected with him) is interested, directly or indirectly, and whether as an officer, shareholder, creditor or otherwise, if he (and/or any person connected with him) does not to his knowledge hold an interest in shares representing one per cent. or more of either a class of the equity share capital of or the voting rights in the relevant company (or of any other company through which his interest is derived);
- 21.6.5 a contract, arrangement, transaction or proposal for the benefit of employees of the Company or any of its subsidiary undertakings which only awards him a privilege or benefit generally awarded to the employees to whom it relates; and
- 21.6.6 a contract, arrangement, transaction or proposal concerning the purchase or maintenance of any insurance policy for the benefit of Directors or for the benefit of persons including Directors.
- 21.7 For the purposes of this Article a person shall be treated as being connected with a Director if that person is:-
- 21.7.1 a spouse, child (under the age of eighteen) or step child (under the age of eighteen) of the Director; or
- 21.7.2 an associated body corporate which is a company in which the Director alone, or with connected persons, is directly or indirectly beneficially interested in 20 per cent. or more of the nominal value of the equity share capital or is entitled (alone or with connected persons) to exercise or control the exercise of more than 20 per cent. of the voting power at general meetings; or
- 21.7.3 a trustee (acting in that capacity) of any trust, the beneficiaries of which include the Director or persons falling within paragraphs 21.7.1 or 21.7.2 above excluding trustees of an employees' share scheme or pension scheme; or
- 21.7.4 a partner (acting in that capacity) of the Director or persons in categories 21.7.1 to 21.7.3 above.
- 21.8 A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company, or whereat the terms of any such appointment are arranged or whereat any contract in which he is interested is considered, and he may vote on any such appointment or arrangement other than his own appointment or the arrangement of the terms thereof. Where proposals are under consideration concerning the appointment (including without limitation fixing or varying the terms of appointment or its termination) of two or more directors to offices or places of profit with the Company or a company in which the Company is interested, such proposals shall be divided and a separate resolution considered in relation to each director. In such case each of the directors concerned (if not otherwise debarred from voting under these provisions) is entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

- 21.9 A Director may hold any other office or place of profit under the Company (other than Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Board may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profits realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.
- 21.10 Any Director may act by himself or his firm in a professional capacity for the Company, other than as auditor and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.
- 21.11 Any Director may continue to be or become a director, managing director, manager or other officer or member of a company promoted by the Company in which the Company may be interested, and any such Director shall not be accountable to the Company for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any such company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of such company, or voting or providing for the payment of remuneration to themselves as directors, managing directors, managers or other officers of such company) and any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be or be about to be appointed a director, managing director, manager or other officer of such other company, and as such is or may become interested in the exercise of such voting rights in manner aforesaid.
- 21.12 All cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company shall be signed drawn accepted endorsed or otherwise executed in such manner as the Board shall at any time determine.
- 21.13 The Board shall cause minutes to be made in books provided for the purpose:-
- 21.13.1 of all appointments of Officers;
- 21.13.2 of the names of the Directors present at each meeting of the Board and of any committee;
- 21.13.3 of all resolutions and proceedings at meetings of the Company and meetings of the Board and of committees.
- 21.14 Any such minutes if purporting to be signed by the Chairman of the meeting at which the proceedings took place, or by the Chairman of the next succeeding meeting, shall be evidence of their proceedings.
- 21.15 A Register of Directors' interests in shares shall be kept at the Office and shall be open to the inspection of any Member or holder of debentures of the Company between the hours of 10:00am and noon for a period beginning fourteen days before and ending three days after any annual general meeting. The said register shall also be produced at the commencement of each annual general meeting and shall remain open and accessible during the continuance of the meeting to any person attending the meeting.

22. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 22.1 The office of a Director shall ipso facto be vacated:-
- 22.1.1 if he (not being a person holding for a fixed term an executive office subject to termination if he ceases from any cause to be a Director) resigns his office by written notice signed by him sent to or deposited at the Office;
- 22.1.2 if he shall have absented himself (such absence not being absence with leave or by arrangement with the Board on the affairs of the Company) from meetings of the Board for a consecutive period of six months and the Board resolves that his office shall be vacated;
- 22.1.3 if he becomes of unsound mind or incapable;
- 22.1.4 if he becomes insolvent suspends, payment or compounds with his creditors;
- 22.1.5 if he is requested to resign by written notice signed by all his co-Directors;
- 22.1.6 if the Company in general meeting by ordinary resolution shall declare that he shall cease to be a Director; or
- 22.1.7 if he becomes resident in the United Kingdom for tax purposes and, as a result thereof, a majority of the Directors are resident in the United Kingdom for tax purposes.
- 22.2 If the Company in general meeting removes any Director before the expiration of his period of office it may by an ordinary resolution appoint another person to be a Director in his stead who shall retain his office so long only as the Director in whose stead he is appointed would have held the same if he had not been removed. Such removal shall be without prejudice to any claims such Director may have for damages for breach of any contract of service between him and the Company.

23. PROCEEDINGS OF DIRECTORS

- 23.1 The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman at the meeting shall have a second or casting vote, but only if the effect of the exercise of such a vote is not to render a decision or vote in question one which is reached or passed by a majority of Directors who are resident in the United Kingdom for tax purposes. All meetings of Directors shall take place outside the United Kingdom and any decision reached or resolution passed by the Directors at any meeting not held outside the United Kingdom or at which a majority of Directors resident in the United Kingdom for tax purposes is present shall be invalid and of no effect.
- 23.2 A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Directors participates and all participants can hear and speak to each other shall be a valid meeting PROVIDED THAT no Directors physically present in the United Kingdom at the time of any such meeting may participate in a meeting by means of video link, telephone conference call or other electronic or telephonic means of communication unless a majority of the Directors participating are physically present outside the United Kingdom.
- 23.3 The Board shall also determine the notice necessary for its meetings and the persons to whom such notice shall be given. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom or Guernsey unless the Director has notified the Company in writing of an address at which notice of meetings of Directors is to be given when he is so absent.

- 23.4 A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretions exercisable by the Board.
- 23.5 The continuing Directors may act notwithstanding any vacancy but if and so long as their number is reduced below the minimum number fixed pursuant to these Articles the continuing Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting but for no other purpose. If there be no Directors able or willing to act then any holder may summon a general meeting for the purpose of appointing Directors.
- 23.6 The Board may elect one of their number as Chairman of their meetings and determine the period for which he is to hold office. If no such Chairman be elected or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same the Directors present may choose one of their number to be Chairman of the meeting.
- 23.7 The Board may delegate any of their powers to committees consisting of such one or more Directors as they think fit, provided that all or a majority of the members of any such committee shall be persons who are resident for tax purposes outside the United Kingdom. Such Committees shall meet only outside the United Kingdom. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.
- 23.8 The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be two for the meeting of the Board and one for any committee of the Directors, provided that if a majority of the Directors (or the members of any committee of the Directors) present at the meeting are resident in the United Kingdom for tax purposes the Directors present, irrespective of their number, shall not constitute a quorum and the Directors (or the committee) may not act, except that where the minimum number of Directors has been fixed at one a sole Director shall be deemed to form a quorum. For the purposes of this Article an alternate appointed by a Director shall be counted in a quorum at a meeting at which the Director appointing him is not present.
- 23.9 A resolution in writing signed by each Director (or his alternate) entitled to receive notice of a meeting of the Board or by all the members of a committee shall be as valid and effectual as a resolution passed at a meeting of the Board or committee. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or members of the committee and may be transmitted to the Company by facsimile. No such resolution shall be valid if a majority of the Directors sign the resolution in the United Kingdom.

24. SECRETARY

- 24.1 The Secretary shall be appointed by the Board. Anything required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting be done by or to any Assistant or Deputy Secretary or if there is no Assistant or Deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors PROVIDED THAT any provisions of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.
- 24.2 No person shall be appointed or hold office as Secretary who is:-
- 24.2.1 the sole Director of the Company, or
- 24.2.2 a corporation the sole Director of which is the sole Director of the Company, or
- 24.2.3 the sole Director of a corporation which is the sole Director of the Company.

25. THE SEAL

If the Board determines to maintain a Seal they shall provide for the safe custody of the Seal which shall only be used by authority of the Board or of a committee and every instrument to which the Seal shall be affixed shall be signed by any such persons as are authorised by the Board in that behalf. The Board may authorise the use of a duplicate or facsimile Seal for use outside Guernsey in such manner as the Board may at its discretion determine.

26. AUTHENTICATION OF DOCUMENTS

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

27. DIVIDENDS

- 27.1 The Company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Board which may, for the purposes of determining such amount, disregard any realised or unrealised losses in respect of the valuation or realisation of any property portfolio assets that are accounted for in the income of the company under the accounting standard approved by the Board in accordance with Article 27.2.
- 27.2 No dividend shall be paid otherwise than out of the profits of the Company, as recognised for the purposes of such accounting standards as may from time to time be approved by the Board subject to the provisions of these Articles provided always that all monies realised on the sale or other realisation of any capital assets in excess of book value and all other monies in the nature of accretion to capital may be used by the Company for the purchase of its own shares subject to the terms of Articles 3 and 4.
- 27.3 Subject to Articles • 3 and 4, unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid.
- 27.4 The Board may at any time declare and pay such interim dividends as appear to be justified by the position of the Company.
- 27.5 Subject to the Laws where any asset, business or property is bought by the Company as from a past date whether such date be before or after the incorporation of the Company profits and losses as from such date may at the discretion of the Board in whole or in part be carried to revenue account and treated for all purposes as profits and losses of the Company. Subject as aforesaid if any shares or securities are purchased cum dividend or interest such dividend or interest may at the discretion of the Board be treated as revenue and it shall not be obligatory to capitalise all or part of the same.
- 27.6 The Board may deduct from any dividend payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.
- 27.7 The Board may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the liabilities or obligations in respect of which the lien exists.

- 27.8 The Board may retain dividends payable upon shares in respect of which any person is entitled to become a Member until such person has become a Member.
- 27.9 Any dividend interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post at the risk of the person entitled to the money represented thereby to the registered address of the holder or in the case of joint holders to the registered address of that one of the joint holders who is first named on the Register. Any one of two or more joint holders may give effectual receipts for any dividends interest bonuses or other moneys payable in respect of their joint holdings.
- 27.10 No dividend or other moneys payable on or in respect of a share shall bear interest against the Company.
- 27.11 All unclaimed dividends may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of twelve years after having been declared or become due for payment shall be forfeited and shall revert to the Company.
- 27.12 The Directors may provide that Members will be entitled to receive an issue of additional shares credited as fully paid out of all or part of the capital reserve ("bonus shares"). This Article shall apply, inter alia, where Members have elected by giving written notice to the Registrar of the Company at least 14 days prior to the record date for any dividend, not to receive such dividend in respect of any of the shares owned by them but to receive bonus shares in lieu, and no Member who has so elected shall be entitled to receive such dividend in respect of any shares which are so elected. In any such case the following provisions shall apply:
- 27.12.1 the number of bonus shares, including any fractional entitlements, to be issued out of all or part of the capital reserve shall be equal to the amount resolved to be so distributed by the issue of bonus shares divided by the most recent Net Asset Value per share published by the Company;
- 27.12.2 the bonus shares so issued shall be allotted and distributed amongst the relevant Members and credited as fully paid and shall rank pari passu in all respects with the shares then in issue save that such shares shall, unless the Directors are instructed to the contrary by the relevant Members, carry an entitlement to further bonus shares rather than to receive dividends;
- 27.12.3 the Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provision as they think fit in the case of bonus shares becoming distributable in fractions so that the fractional entitlements are disregarded or rounded up or the benefit of the fractional entitlements accrues to the Company; and
- 27.12.4 the Directors may on any occasion determine that rights of election shall not be made available to any Members with registered addresses in any territory where in the absence of a registration statement or compliance with other special formalities the circulation of an offer of bonus shares would or might be unlawful and in such event the provisions aforesaid shall be read and construed subject to such determination.
- 27.13 Members who have made an election to receive bonus shares in lieu of any dividend may change their election by giving written notice to the registrar of the Company at least 14 days prior to the record date for any dividend in respect of which the new election is to take effect.

28. RESERVES

The Board may before recommending any dividend set aside out of the income or profits of the Company such sums as it thinks proper as reserves which shall at the discretion of the Board be applicable for any purpose to which the profits of the Company may be

properly applied and pending such application may either be employed in the business of the Company or be invested in such investments as the Board may at any time think fit. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to distribute by dividend. .

29. CAPITALISATION OF PROFITS

29.1 The Company in general meeting may upon the recommendation of the Board resolve that it is desirable to capitalise any undistributed profits of the Company or any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or subject as hereinafter provided any such amount standing to the credit of a share premium account or capital redemption reserve and accordingly that such sums be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares of the Company to be allotted and distributed credited as fully paid to and amongst such Members. Provided always that any such amount standing to the credit of a share premium account or capital redemption reserve fund may, for the purpose of this Article, only be applied in the paying up of unissued shares to be issued to Members credited as fully paid.

29.2 Whenever such resolution shall have been passed the Board shall make all appropriations and applications of the undivided profits resolved to be capitalised and all allotments and issues of fully-paid shares and generally shall do all things required to give effect thereto with full power to the Board to make such provision by payment in cash or otherwise as it thinks fit for the case of shares becoming distributable in fractions and also to authorise any person to enter on behalf of all Members entitled thereto into an agreement with the Company providing for the allotment to them respectively credited as fully paid of any further shares to which they may be entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such Members.

29.3 In connection with the issue of bonus shares as provided in Article 27.12 the Board shall carry an amount equal to the amount which would, in the absence of the relevant election, have been provided to the relevant Members by way of dividend to the capital reserve and any such sums carried to the capital reserve in respect of any accounting period, or part thereof, shall cease to be available for distribution as dividend and shall form part of the capital reserve. Such sum shall, however, be capable of being used to make an issue of bonus shares.

30. ACCOUNTS

30.1 The Board shall cause proper books of account to be kept with respect to all the transactions, assets and liabilities of the Company in accordance with the Laws.

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

30.3 A balance sheet shall be laid before the Company at its annual general meeting in each year and such balance sheet shall contain a general summary of the assets and liabilities of the Company. The balance sheet shall be accompanied by a report of the Directors as to the state of the Company as to the amount (if any) which they recommend to be paid

by way of dividend and the amount (if any) which they have carried or propose to carry to the capital reserve. The Auditors' report shall be attached to the balance sheet or there shall be inserted at the foot of the balance sheet a reference to the report.

- 30.4 A copy of every balance sheet and of all documents annexed thereto including the reports of the Directors and the Auditors shall at least twenty-one days before the date of the meeting be sent by post to each of the registered holders and the Auditors. Any holder may by written notice served on the Company waive this requirement.

31. AUDITORS

- 31.1 A Director shall not be capable of being appointed as an Auditor.
- 31.2 A person other than a retiring Auditor shall not be capable of being appointed Auditor at an ordinary general meeting unless notice of intention to nominate that person as Auditor has been given by a Member to the Company not less than fourteen days before the meeting and the Board shall send a copy of any such notice to the retiring Auditor and shall give notice to the Members not less than seven days before the meeting provided that if after notice of the intention to nominate an Auditor has been so given a meeting is called for a date fourteen days or less after such notice has been given the requirements of this provision as to time in respect of such notice shall be deemed to have been satisfied and the notice to be sent or given by the Company may instead of being sent or given within the time required by this Article be sent or given at the same time as the notice of the meeting.
- 31.3 The first Auditors shall be appointed by the Board before the first general meeting and they shall hold office until the first general meeting unless previously removed in which case the Members at such meeting may appoint the Auditors.
- 31.4 The Board may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditors (if any) may act.
- 31.5 The remuneration of the Auditors shall be fixed by the Company in general meeting or in such manner as the Company may determine except that the remuneration of any Auditors appointed by the Directors shall be fixed by the Directors.
- 31.6 Every Auditor shall have a right of access at all times to the books, accounts and documents of the Company and as regards books, accounts and documents of which the originals are not readily available shall be entitled to rely upon copies or extracts certified by an officer of the Company and shall be entitled to require from the Board such information and explanations as may be necessary for the performance of their duties and the Auditors shall make a report to the Members on the accounts examined by them and the report shall state whether in their opinion the accounts give a true and fair view of the state of the Company's affairs and whether they have been prepared in accordance with the Laws.
- 31.7 Any Auditor shall be eligible for re-election.

32. NOTICES

- 32.1 A notice may be given by the Company to any Member either personally or by sending it by prepaid post addressed to such Member at his registered address or if he desires that notices shall be sent to some other address or person to the address or person nominated for such purpose. Notices to be posted to addresses outside the Channel Islands and the United Kingdom shall so far as practicable be forwarded by prepaid airmail.
- 32.2 Any notice or other document, if served by post, shall be deemed to have been served forty eight hours after the time when the letter containing the same is posted and in proving such service it shall be sufficient to prove that the letter containing the notice or

document was properly addressed and duly posted. A notice given by advertisement shall be published in at least one UK national newspaper and shall be deemed to have been served before noon the day on which the advertisement appears.

32.3 A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register in respect of the share.

32.4 Any notice or document delivered or sent by post to or left at the registered address of any Member shall notwithstanding the death, disability or insolvency of such Member and whether the Company has notice thereof be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in any such share.

33. WINDING UP

33.1 If the Company shall be wound up whether voluntary or otherwise the surplus assets remaining after payment of the creditors shall, subject to the Laws, be divided amongst the Members according to the number of shares held by each of them at the date thereof.

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

33.3 Where the Company is proposed to be or is in the course of being wound up and the whole or part of its business or property is proposed to be transferred or sold to another company ("the transferee") the Liquidator of the Company may, with the sanction of an Ordinary Resolution, conferring either a general authority on the Liquidator or an authority in respect of any particular arrangement, receive in compensation or part compensation for the transfer or sale, shares, policies or other like interests in the transferee for distribution among the Members or may enter into any other arrangement whereby the Members may, in lieu of receiving cash, shares, policies or other like interests, or in addition thereto, participate in the profits of or receive any other benefits from the transferee.

34. INDEMNITY

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

damage resulting from any such cause as aforesaid or which may happen in or about the execution of their respective offices or trusts except the same shall happen by or through their own wilful act neglect or default.

35. INSURANCE

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

36. INSPECTION OF DOCUMENTS

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