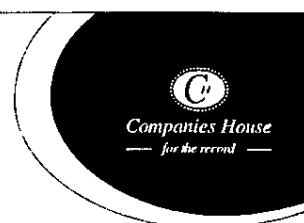


OS CC01

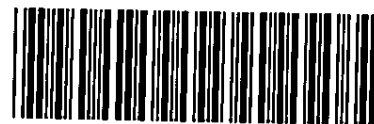
Return by an overseas company of an alteration to constitutional documents



**✓ What this form is for**  
You may use this form to show an alteration to constitutional documents of an overseas company

**X What this form is NOT for**  
You cannot use this form to make any other changes to an overseas company

THURSDAY



LD5 01/04/2010  
COMPANIES HOUSE

94

## 1 Overseas company details

Company number	F	C	0	2	8	1	5	7
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Company name in full or alternative name as registered in the UK	Forseti Investments Limited
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→ Filling in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2	Alteration of the constitutional document(s)
---	--

Details of change	Alteration to memorandum and articles
-------------------	---------------------------------------

3	Date of alteration to the constitutional document(s)
---	--

The company gives notice<sup>1</sup> that the constitutional document(s) for this company were altered on the date below

Date of alteration	<sup>d</sup> 2	<sup>d</sup> 6	<sup>m</sup> 0	<sup>m</sup> 1	<sup>y</sup> 2	<sup>y</sup> 0	<sup>y</sup> 1	<sup>y</sup> 0
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Copies of the following documents have been attached

- A new certified copy of the constitution of the company, as altered
- A certified translation, if applicable

**1** This notice must be delivered to the Registrar within 21 days of the notice of alteration being received in the UK in due course of post (if dispatched with due diligence)

## 4 UK establishments

A return must be delivered in respect of any alteration to the company particulars by each UK establishment. If, however, a company has more than one UK establishment, it may deliver only one form in respect of all those UK establishments, provided it completes the table below.

UK establishment name

Registration number


**5** Signature \_\_\_\_\_

I am signing this form on behalf of the overseas company ②

Signature \_\_\_\_\_

Signature \_\_\_\_\_

X 

For and on behalf of  
Barcosec Limited

② This form may be signed by  
Director, Secretary,  
Permanent representative

OS CC01

Return by an overseas company of an alteration to constitutional documents



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Nicola Marsh
Company name	Barclays Corporate Secretariat
Address	1 Churchill Place
Post town	London
County/Region	
Postcode	E 1 4 5 H P
Country	England
DX	
Telephone	



### Checklist

We may return the forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number as registered in the UK match the information held on the public Register
- ☐ You have entered details of the alteration to the constitutional documents in Section 2
- ☐ You have entered the date of alteration to the constitutional document(s) in Section 3
- ☐ You have completed Section 4, if applicable
- ☐ You have submitted the new constitutional documents of the company (with a certified translation, if appropriate) with this form
- ☐ You have signed the form



### Important information

Please note that all information on this form will appear on the public record



### Where to send

You may return this form to any Companies House address

#### England and Wales

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### Scotland

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### Northern Ireland

The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

CERTIFIED A TRUE  
COPY



For and on behalf of  
Barcosec Limited

PERMANENT  
REPRESENTATIVE

**Forseti Investments Limited**  
(the "Company")

**WRITTEN RESOLUTIONS OF THE SOLE VOTING SHAREHOLDER OF THE COMPANY**

It is hereby resolved as a special resolution that:

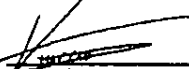
- (a) the rights attaching to the BRL Linked Preference Shares be amended as set out in the Amended and Restated Memorandum and Articles of Association annexed hereto, and
- (b) the Memorandum and Articles of Association of the Company currently in effect be and the same hereby are amended and restated to reflect the above amendments by the deletion in their entirety and the substitution in their place of the Amended and Restated Memorandum and Articles of Association annexed hereto



for and on behalf of  
Midgard Investments Limited (in its capacity as holder of all of the Ordinary Shares in the capital of the Company)

Date 26 January 2010

We hereby consent to the variation of the rights of the BRL Linked Preference Shares (as defined in the Amended and Restated Memorandum and Articles of Association to be adopted on the date hereof) to be effected by the above special resolutions

  
for and on behalf of  
Tungshan Investments Limited

(in its capacity as holder of the issued BRL Linked Preference Shares in the capital in the Company)

Date 26 January 2010

COMPANIES HOUSE

CERTIFIED TO BE A TRUE AND CORRECT COPY

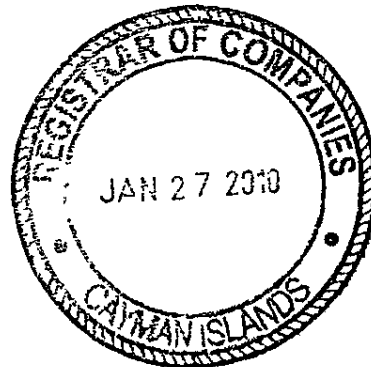
SIG

  
Melanie E Rivers-Woods  
Assistant Registrar

Date

27th January 2010

JYS/ 634852/8668829v1



**THE COMPANIES LAW (2009 REVISION)  
OF THE CAYMAN ISLANDS  
COMPANY LIMITED BY SHARES**

**AMENDED AND RESTATED  
MEMORANDUM AND ARTICLES  
OF  
ASSOCIATION  
OF**

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**FORSETI INVESTMENTS LIMITED**

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**(as adopted by a special resolution passed on 26 January 2010)**



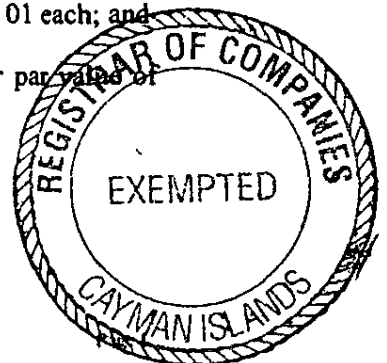
**COMPANIES HOUSE**

**THE COMPANIES LAW (2009 REVISION)**  
**OF THE CAYMAN ISLANDS**  
**COMPANY LIMITED BY SHARES**

**AMENDED AND RESTATED**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**FORSETI INVESTMENTS LIMITED**

**(as adopted by a special resolution passed on 26 January 2010)**

- 1 The name of the Company is **Forseti Investments Limited**.
- 2 The registered office of the Company shall be at the offices of Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands, or at such other place as the Directors may from time to time decide.
- 3 The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the Companies Law (2009 Revision) or as the same may be revised from time to time, or any other law of the Cayman Islands.
- 4 The liability of each Member is limited to the amount from time to time unpaid on such Member's shares.
- 5 The authorised share capital of the Company is the aggregate of US\$1 and £150,499,999 divided into:
  - (i) 1 USD Ordinary Share of a nominal or par value of US\$1.00;
  - (ii) 9,999 Class A Ordinary Shares of a nominal or par value of £1.00 each;
  - (iii) 2,500,000,000 Class B Ordinary Shares of a nominal or par value of £0.01 each;
  - (iv) 490,000 Preference Shares of a nominal or par value of £1 00 each,
  - (v) 2,500,000,000 Residual A Shares of a nominal or par value of £0 01 each; and
  - (vi) 10,000,000,000 BRL Linked Preference Shares of a nominal or par value of £0 01 each



6 The Company has power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

7 Capitalised terms that are not defined in this Memorandum of Association bear the same meaning as those given in the Articles of Association of the Company.

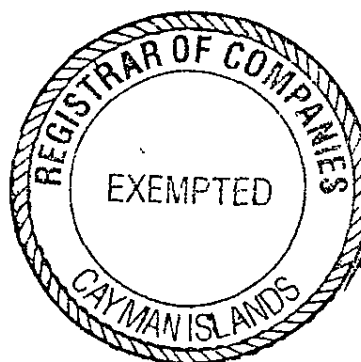
CERTIFIED TO BE A TRUE AND CORRECT COPY

SIG. \_\_\_\_\_

Melanie E Rivers-Woods

Registrar

Date. 27th January 2010



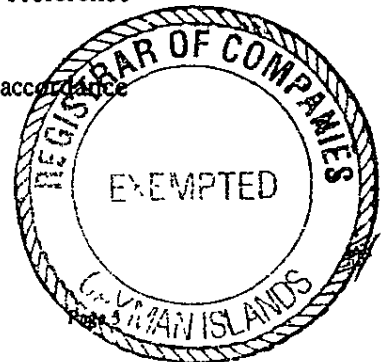
**THE COMPANIES LAW (2009 REVISION)**  
**OF THE CAYMAN ISLANDS**  
**COMPANY LIMITED BY SHARES**  
  
**AMENDED AND RESTATED**  
**ARTICLES OF ASSOCIATION**  
  
**OF**  
**FORSETI INVESTMENTS LIMITED**

(as adopted by a special resolution passed on 26 January 2010)

**INTERPRETATION**

1. In these Articles Table A in the First Schedule to the Statute does not apply and, unless there is something in the subject or context inconsistent therewith:

<b>Articles</b>	means these articles of association of the Company;
<b>Auditor</b>	means the person for the time being performing the duties of auditor of the Company (if any),
<b>Brazilian Real or BRL</b>	means the lawful currency for the time being of the Federative Republic of Brazil.
<b>BRL/GBP Spot Rate</b>	means, on any date, the spot rate for converting BRL into GBP on that date as calculated by the Calculation Agent expressed as the amount of BRL per one GBP
<b>BRL Linked Preference Share Mandatory Redemption Amount</b>	has the meaning given to such term in Article 13(e)(i).
<b>BRL Linked Preference Share</b>	means a BRL linked redeemable preference share denominated in Sterling in the capital of the Company of £0 01 par value and having the rights provided for in these Articles.
<b>BRL Linked Preference Shareholder</b>	means the registered holder of a BRL Linked Preference Share.
<b>BRL Linked Preference Share Company Redemption Notice</b>	means a notice given by the Company in accordance with Article 13(d)(i)



<b><i>BRL Linked Preference Share Individual Shareholder Redemption Notice</i></b>	means a notice given by the Company in accordance with Article 13(d)(iii)
<b><i>BRL Linked Preference Share Majority Shareholder Redemption Notice</i></b>	means a notice given by the Company in accordance with Article 13(d)(ii)
<b><i>BRL Linked Preference Share Redemption Amount</i></b>	has the meaning given to such term in Article 13(d)(v).
<b><i>BRL Linked Preference Share Redemption Date</i></b>	has the meaning given to such term in Article 13(d)(iv).
<b><i>BRL Linked Preference Share Shareholder Redemption Notice</i></b>	means a BRL Linked Preference Share Individual Shareholder Redemption Notice or a BRL Linked Preference Share Majority Shareholder Redemption Notice (as applicable)
<b><i>Business Day</i></b>	means any day (other than a Saturday or a Sunday) on which banks are open for general business in London, New York and São Paulo,
<b><i>Calculation Agent</i></b>	means Barclays Bank PLC.
<b><i>Class A Ordinary Share</i></b>	means a Class A ordinary share in the capital of the Company of £1.00 par value and having the rights provided for in these Articles,
<b><i>Class B Ordinary Share</i></b>	means a Class B ordinary share in the capital of the Company of £0.01 par value and having the rights provided for in these Articles,
<b><i>Class B Ordinary Share Redemption Amount</i></b>	has the meaning given to such term in Article 10(d)(v).
<b><i>Class B Ordinary Share Redemption Date</i></b>	has the meaning given to such term in Article 10(d)(iv)
<b><i>Class B Ordinary Share Company Share Redemption Notice</i></b>	means a notice given by the Company in accordance with Article 10(d)(i)
<b><i>Class B Ordinary Share Individual Shareholder</i></b>	means a notice given by a Preference Shareholder in



<b><i>Redemption Notice</i></b>	accordance with Article 10(d)(iii)
<b><i>Class B Ordinary Share Majority Shareholder Redemption Notice</i></b>	means a notice given by the Company in accordance with Article 10(d)(ii)
<b><i>Class A Ordinary Shareholder</i></b>	means the registered holder of a Class A Ordinary Share;
<b><i>Class B Ordinary Shareholder</i></b>	means the registered holder of a Class B Ordinary Share;
<b><i>Company</i></b>	means the above named company;
<b><i>Directors</i></b>	means the directors for the time being of the Company;
<b><i>Dividend</i></b>	includes an interim dividend,
<b><i>Dividend Date</i></b>	means such date as the Directors may determine as being the date for the payment of a dividend on any Shares;
<b><i>Electronic Record</i></b>	has the same meaning as in the Electronic Transactions Law (2003 Revision);
<b><i>Issue Date</i></b>	means, in relation to any Shares, the date on which such Shares are issued by the Company;
<b><i>Mandatory Redemption Date</i></b>	means the earlier to occur of (a) the Step-Up Date; and (b) the date on which there are no longer any Residual A Shares in issue;
<b><i>Member</i></b>	has the same meaning as in the Statute;
<b><i>Memorandum</i></b>	means the memorandum of association of the Company;
<b><i>Ordinary Resolution</i></b>	means a resolution passed by a simple majority of the Members as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting, and includes a unanimous written resolution. In computing the majority when a poll is demanded regard shall be had to the number of votes to which each Member is entitled by the Articles;
<b><i>Ordinary Share</i></b>	means a USD Ordinary Share, a Class A Ordinary Share or a Class B Ordinary Share or, as the context may require, all of those;
<b><i>Ordinary Shareholder</i></b>	means the registered holder of an Ordinary Share;

<b><i>Payment Period</i></b>	means, any period from and including a Dividend Date up to but excluding the succeeding Dividend Date, save that the first Payment Period shall be the period from and including the Issue Date up to but excluding the next following Dividend Date;
<b><i>Preference Share</i></b>	means a redeemable preference share denominated in Sterling in the capital of the Company of £1 00 par value and having the rights provided for in these Articles,
<b><i>Preference Shareholder</i></b>	means the registered holder of a Preference Share,
<b><i>Preference Share Company Redemption Notice</i></b>	means a notice given by the Company in accordance with Article 11(d)(i);
<b><i>Preference Share Individual Shareholder Redemption Notice</i></b>	means a notice given by a Preference Shareholder in accordance with Article 11(d)(iii),
<b><i>Preference Share Majority Shareholder Redemption Notice</i></b>	means a notice given by the Company in accordance with Article 11(d)(ii);
<b><i>Preference Share Redemption Amount</i></b>	has the meaning given to such term in Article 11(d)(v);
<b><i>Preference Share Redemption Date</i></b>	has the meaning given to such term in Article 11(d)(iv);
<b><i>Preference Share Shareholder Redemption Notice</i></b>	means a Preference Share Individual Shareholder Redemption Notice or a Preference Share Majority Shareholder Redemption Notice (as applicable);
<b><i>Register of Members</i></b>	means the register maintained in accordance with the Statute and includes (except where otherwise stated) any duplicate Register of Members,
<b><i>Registered Office</i></b>	means the registered office for the time being of the Company;
<b><i>Residual A Share</i></b>	means a Residual A share in the capital of the Company of £0.01 par value and having the rights provided for in

	these Articles;
<b><i>Residual A Share Post Step-Up Dividend</i></b>	has the meaning given to such term in Article 12(b);
<b><i>Residual A Share Post Step-Up Dividend Payment Date</i></b>	has the meaning given to such term in Article 12(b);
<b><i>Residual A Share Redemption Amount</i></b>	has the meaning given to such term in Articles 12(f)(iii);
<b><i>Residual A Share Redemption Date</i></b>	has the meaning given to such term in Article 12(f)(ii);
<b><i>Residual A Share Redemption Notice</i></b>	means a notice given by the Company in accordance with Article 12(f)(i);
<b><i>Residual A Share Redemption Period</i></b>	means the period starting on (and including) the date falling five Business Days before the Step-Up Date and ending on (but excluding) the Step-Up Date;
<b><i>Residual A Shareholder</i></b>	means the registered holder of a Residual A Share;
<b><i>Seal</i></b>	means the common seal of the Company and includes every duplicate seal;
<b><i>Share and Shares</i></b>	means a share or shares in the Company and includes a fraction of a share;
<b><i>Special Resolution</i></b>	has the same meaning as in the Statute, and includes a unanimous written resolution,
<b><i>Statute</i></b>	means the Companies Law (2009 Revision) of the Cayman Islands;
<b><i>Step-up Date</i></b>	means 29 April 2016,
<b><i>Sterling, £ or GBP</i></b>	means the lawful currency for the time being of the United Kingdom,
<b><i>USD Ordinary Share</i></b>	means an ordinary share in the capital of the Company of US\$1 00 par value and having the rights provided for in these Articles;
<b><i>USD Ordinary Shareholder</i></b>	means the registered holder of the USD Ordinary Share, and
<b><i>US Dollars, \$ or USD</i></b>	means the lawful currency for the time being of the United States of America.

- 2 In the Articles:
- 2.1 words importing the singular number include the plural number and vice versa,
- 2.2 words importing the masculine gender include the feminine gender;
- 2.3 words importing persons include corporations;
- 2.4 "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record;
- 2.5 references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;
- 2.6 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 2.7 headings are inserted for reference only and shall be ignored in construing these Articles; and
- 2.8 in these Articles Section 8 of the Electronic Transactions Law (2003 Revision) shall not apply.

#### **COMMENCEMENT OF BUSINESS**

- 3 The business of the Company may be commenced as soon after incorporation as the Directors shall see fit.
- 4 The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company, including the expenses of registration

#### **ISSUE OF SHARES**

5. Subject to the provisions, if any, in the Memorandum (and to any direction that may be given by the Company in general meeting) and without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other rights or restrictions, whether in regard to Dividend, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper.

6. The Company shall not issue Shares to bearer

#### **SHARES**

- 7 (a) Subject to any direction that may be given by the Company in general meeting and without prejudice to any special rights previously conferred on the holders of

existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares of the Company with or without preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper.

- (b) The authorised share capital of the Company is the aggregate of US\$1 and £150,499,999 divided into:
  - (i) 1 USD Ordinary Share of a nominal or par value of US\$1.00,
  - (ii) 9,999 Class A Ordinary Shares of a nominal or par value of £1.00 each;
  - (iii) 2,500,000,000 Class B Ordinary Shares of a nominal or par value of £0.01 each,
  - (iv) 490,000 Preference Shares of a nominal or par value of £1.00 each;
  - (v) 2,500,000,000 Residual A Shares of a nominal or par value of £0.01 each, and
  - (vi) 10,000,000,000 BRL Linked Preference Shares of a nominal or par value of £0.01 each.

Such Shares shall entitle the holders thereof to the respective rights and privileges and subject them to the respective restrictions and provisions contained in these Articles

All payments on or in respect of any Share by way of dividend, redemption, reduction or capital or otherwise, shall be made in the currency in which the relevant Share is denominated (other than in relation to the Ordinary Share denominated in US Dollars, where payments may also be made in Sterling).

#### **USD ORDINARY SHARE**

8. The rights and restrictions attaching to the USD Ordinary Share are as follows:

##### **Dividends**

(a) The USD Ordinary Share confers on the respective holder thereof the right to receive, with respect to each Payment Period out of the funds of the Company lawfully available for distribution (and resolved to be distributed) to the extent of available profits (including share premium) (1) (with respect to any Payment Period ending on or before the Step-Up Date) after dividends on the Class B Ordinary Shares and the Preference Shares have been paid or provided for in full with respect to such Payment Period or (2) (with respect to any Payment Period ending after the Step-Up Date) after dividends on the Residual A Shares and the Preference Shares have been paid or provided for in full with respect to such Payment Period, such dividend as the Directors may in their discretion declare. Payments of such dividends shall be made to the holder of the USD Ordinary Share on the register at opening of business on the date of actual payment.

### **Voting**

(b) The USD Ordinary Shareholder shall, by virtue of or in respect of its holding of the USD Ordinary Share, has the right to receive notice of all general meetings of the Company and to attend, speak and vote at any general meeting of the Company

(c) Whenever the holder of the USD Ordinary Share is entitled to vote at a general meeting upon any resolution proposed at such meeting, such holder thereof present in person or by proxy shall have one vote for every fully paid USD Ordinary Share of which he is the holder

### **Redemption**

(d) Unless otherwise permitted by the Company prior to issue pursuant to a Special Resolution, the USD Ordinary Share is not redeemable.

### **Capital**

(e) The USD Ordinary Share shall on a winding-up or other return of capital entitle the respective holder thereof to the rights ascribed thereto set out in Article 14.

## **CLASS A ORDINARY SHARES**

9. The rights and restrictions attaching to the Class A Ordinary Shares are as follows:

### **Dividends**

(a) The Class A Ordinary Shares confer on the respective holders thereof the right to receive, with respect to each Payment Period out of the funds of the Company lawfully available for distribution (and resolved to be distributed) to the extent of available profits (including share premium) (1) (with respect to any Payment Period ending on or before the Step-Up Date) after dividends on the Class B Ordinary Shares, the Preference Shares and the USD Ordinary Share have been paid or provided for in full with respect to such Payment Period or (2) (with respect to any Payment Period ending after the Step-Up Date) after dividends on the Residual A Shares, the Preference Shares and the USD Ordinary Share have been paid or provided for in full with respect to such Payment Period, such dividend as the Directors may in their discretion declare. Payments of such dividends shall be made to the holders of the Class A Ordinary Shares on the register at opening of business on the date of actual payment.

### **Voting**

(b) The Class A Ordinary Shareholders shall, by virtue of or in respect of their holdings of Class A Ordinary Shares, have the right to receive notice of all general meetings of the Company and to attend, speak and vote at any general meeting of the Company.

(c) Whenever the holders of the Class A Ordinary Shares are entitled to vote at a general meeting upon any resolution proposed at such meeting, every holder thereof present in person or by proxy shall have one vote for every fully paid Class A Ordinary Share of which he is the holder

#### **Redemption**

(d) Unless otherwise permitted by the Company prior to issue pursuant to a Special Resolution, the Class A Ordinary Shares are not redeemable.

#### **Capital**

(e) The Class A Ordinary Shares shall on a winding-up or other return of capital entitle the respective holders thereof to the rights ascribed thereto set out in Article 14.

### **CLASS B ORDINARY SHARES**

10. The rights and restrictions attaching to the Class B Ordinary Shares are as follows:

#### **Dividends**

(a) The Class B Ordinary Shares confer on the respective holders thereof the right to receive, out of the funds of the Company lawfully available for distribution (and resolved to be distributed) to the extent of available profits (including share premium) (1) (with respect to any Payment Period ending on or before the Step-Up Date) in priority to any dividends on the Preference Shares, the USD Ordinary Share, the Class A Ordinary Shares or the Residual A Shares which have been paid or provided for in full with respect to such Payment Period or (2) (with respect to any Payment Period ending after the Step-Up Date) after dividends on the Residual A Shares, the Preference Shares, the USD Ordinary Share or the Class A Ordinary Shares have been paid or provided for in full with respect to such Payment Period, such dividend as the Directors may in their discretion declare. Payments of such dividends shall be made to the holders of the Class B Ordinary Shares on the register at opening of business on the date of actual payment

#### **Voting**

(b) The holders of the Class B Ordinary Shares shall, by virtue of or in respect of their holdings of such shares, have the right to receive notice of all general meetings of the Company but (subject to paragraph (c) and (d) below) not to attend, speak or vote at any general meeting of the Company.

(c) Whenever the holders of the Class B Ordinary Shares are entitled to vote upon any resolution in a class meeting pursuant to Article 17, every holder thereof present in person or by proxy shall have one vote for every fully paid Class B Ordinary Share of which he is the holder

## **Redemption**

(d) The Class B Ordinary Shares may, subject to the provisions of these Articles and the Statute, be redeemed upon and subject to the following terms and conditions.

- (i) the Company (acting by its Directors) shall have the right at any time to redeem all or part of the Class B Ordinary Shares (provided that they are fully paid or credited as fully paid), provided that it gives to the Class B Ordinary Shareholders not less than one Business Day's written notice of its intention to do so (a *Class B Ordinary Share Company Share Redemption Notice*),
- (ii) a majority of the Class B Ordinary Shareholders shall have the right at any time to require that the Company redeem all but not part of the Class B Ordinary Shares (provided that they are fully paid up or credited as fully paid), provided that it gives to the Company not less than one Business Day's written notice (a *Class B Ordinary Share Majority Shareholder Redemption Notice*);
- (iii) subject to Section 37 of the Statute and subject to the prior approval of the Company having been obtained (by resolution of the Ordinary Shareholders and the Class B Ordinary Shareholders), any Class B Ordinary Shareholder shall have the right at any time to require that the Company redeem all or part of the Class B Ordinary Shares (provided such Class B Ordinary Shares are fully paid) held by that Class B Ordinary Shareholder, provided that it gives to the Company not less than one Business Day's written notice (a *Class B Ordinary Share Individual Shareholder Redemption Notice*);
- (iv) a Class B Ordinary Share Company Redemption Notice and a Class B Ordinary Share Majority Shareholder Redemption Notice must specify the Class B Ordinary Share Redemption Amount in respect of each Class B Ordinary Share to be redeemed and the date on which such Class B Ordinary Shares are to be redeemed (the *Class B Ordinary Share Redemption Date*) and, in the case of a Class B Ordinary Share Individual Shareholder Redemption Notice, the number of Class B Ordinary Shares to be redeemed. Each Class B Ordinary Shareholder shall provide the account details where the Class B Ordinary Share Redemption Amount due to it is to be paid to the Company at least one Business Day prior to the Class B Ordinary Share Redemption Date;
- (v) subject to the provisions of Article 14, on the Class B Ordinary Share Redemption Date, the Company shall pay or cause to be paid on each Class B Ordinary Share due to be redeemed on such Class B Ordinary Share Redemption Date in immediately available funds subject always to there being funds lawfully available for such purpose:
  - (A) by way of dividend, an amount equal to all dividends declared and for the time being unpaid with respect to such Class B Ordinary Share, and



- (B) the aggregate of the nominal amount paid up in cash together with any premium paid on that Class B Ordinary Share at the time of issue,

(together, the *Class B Ordinary Share Redemption Amount*),

- (vi) on the Class B Ordinary Share Redemption Date, each holder of Class B Ordinary Shares required to be redeemed on such Class B Ordinary Share Redemption Date shall be bound to deliver to the Company, at such place as the Directors shall have specified not less than one Business Day before the Class B Ordinary Share Redemption Date (or, in the absence of the Directors so specifying, at the Registered Office), the share certificates (if any) relating to the Class B Ordinary Shares held by it which are required to be redeemed (together with such other evidence (if any) as the Directors may reasonably require to prove title thereto) (or an indemnity in respect thereof in form reasonably satisfactory to the Directors);
- (vii) if any holder of Class B Ordinary Shares shall fail or refuse to accept the Class B Ordinary Share Redemption Amount payable in respect of such Class B Ordinary Shares, such money shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever;
- (viii) any Class B Ordinary Shares redeemed by the Company shall be cancelled and such Class B Ordinary Shares shall thereafter form part of the authorised but unissued share capital of the Company and shall be capable of re-issue with the prior written consent of all of the Members, and
- (ix) in the circumstances when a Class B Ordinary Share Company Share Redemption Notice and a Class B Majority Shareholder Redemption Notice are delivered specifying the same Class B Ordinary Share Redemption Date, the Class B Ordinary Share Company Share Redemption Notice shall prevail and the Class B Majority Shareholder Redemption Notice shall cease to have effect.

### **Capital**

- (f) The Class B Ordinary Shares shall on a winding-up or other return of capital entitle the respective holders thereof to the rights ascribed thereto set out in Article 14

### **PREFERENCE SHARES**

- 11 The rights and restrictions attaching to the Preference Shares are as follows:

#### **Dividends**

- (a) The Preference Shares confer on the respective holders thereof the right to receive, with respect to each Payment Period out of the funds of the Company

lawfully available for distribution (and resolved to be distributed) to the extent of available profits (including share premium) (1) (with respect to any Payment Period ending on or before the Step-Up Date) after dividends on the Class B Ordinary Shares have been paid or provided for in full with respect to such Payment Period or (2) (with respect to any Payment Period ending after the Step-Up Date) after dividends on the Residual A Shares have been paid or provided for in full with respect to such Payment Period, such dividend as the Directors may in their discretion declare. Payments of such dividends shall be made to the holders of the Preference Shares on the register at opening of business on the date of actual payment.

### **Voting**

(b) The holders of the Preference Shares shall, by virtue of or in respect of their holdings of such shares, have the right to receive notice of all general meetings of the Company but (subject to paragraphs (c) and (d) below) not to attend, speak or vote at any general meeting of the Company

(c) Whenever the holders of the Preference Shares are entitled to vote upon any resolution in a class meeting pursuant to Article 17, every holder thereof present in person or by proxy shall have one vote for every fully paid Preference Share of which he is the holder.

### **Redemption**

(d) The Preference Shares may, subject to the provisions of these Articles and the Statute, be redeemed upon and subject to the following terms and conditions.

- (i) the Company (acting by its Directors) shall have the right at any time to redeem all but not some only of the Preference Shares (provided that they are fully paid or credited as fully paid), provided that it gives to the Preference Shareholders not less than one Business Day's written notice of its intention to do so (a *Preference Share Company Redemption Notice*);
- (ii) a majority of the Preference Shareholders shall have the right at any time to require that the Company redeem all but not part of the Preference Shares (provided that they are fully paid up or credited as fully paid), provided that it gives to the Company not less than one Business Day's written notice (a *Preference Share Majority Shareholder Redemption Notice*);
- (iii) subject to Section 37 of the Statute and subject to the prior approval of the Company having been obtained (by resolution of the Ordinary Shareholders and the Preference Shareholders), any Preference Shareholder shall have the right at any time to require that the Company redeem all or part of the Preference Shares (provided such Preference Shares are fully paid) held by that Preference Shareholder, provided that it gives to the Company not less than one Business Day's written notice (a *Preference Share Individual Shareholder Redemption Notice*);

- (iv) a Preference Share Company Redemption Notice and a Preference Share Shareholder Redemption Notice must specify the Preference Share Redemption Amount and the date on which such Preference Shares are to be redeemed (the *Preference Share Redemption Date*) and, in the case of a Preference Share Individual Shareholder Redemption Notice, the number of Preference Shares to be redeemed. Each Preference Shareholder shall provide the account details where the Preference Share Redemption Amount due to it is to be paid to the Company at least one Business Day prior to the Preference Share Redemption Date;
- (v) subject to the provisions of Article 14, on the Preference Share Redemption Date, the Company shall pay or cause to be paid on each Preference Share due to be redeemed in immediately available funds subject always to there being funds lawfully available for such purpose:
  - (A) by way of dividend, an amount equal to all dividends declared (if any) and for the time being unpaid with respect to such Preference Share; and
  - (B) the aggregate of the nominal amount paid up in cash together with any premium paid on that Preference Share at the time of issue,(together, the *Preference Share Redemption Amount*);
- (vi) on the Preference Share Redemption Date, the holders of the Preference Shares required to be redeemed shall be bound to deliver to the Company, at such place as the Directors shall have specified not less than one Business Day before the Preference Share Redemption Date (or, in the absence of the Directors so specifying, at the Registered Office), the share certificates (if any) relating to the Preference Shares held by it which are required to be redeemed (together with such other evidence (if any) as the Directors may reasonably require to prove title thereto) (or an indemnity in respect thereof in form reasonably satisfactory to the Directors);
- (vii) if the holder of the Preference Shares shall fail or refuse to accept the Preference Share Redemption Amount payable in respect of such Preference Shares, such money shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever,
- (viii) any Preference Shares redeemed by the Company on a Preference Share Redemption Date shall be cancelled and such Preference Shares shall thereafter form part of the authorised but unissued share capital of the Company and shall be capable of re-issue with the prior written consent of all of the Members; and

- (ix) in the circumstances when a Preference Share Company Share Redemption Notice and a Preference Share Majority Shareholder Redemption Notice are delivered specifying the same Preference Share Redemption Date, the Preference Share Company Share Redemption Notice shall prevail and the Preference Share Majority Shareholder Redemption Notice shall cease to have effect.

### Capital

- (e) The Preference Shares shall on a winding-up or other return of capital entitle the respective holders thereof to the rights ascribed thereto set out in Article 14

### RESIDUAL A SHARES

12. The rights and restrictions attaching to the Residual A Shares are as follows:

#### Dividends

(a) The Residual A Shares confer on the respective holders thereof the right to receive, with respect to each Payment Period which ends before the Step-Up Date, out of the funds of the Company lawfully available for distribution (and resolved to be distributed) to the extent of available profits (including share premium) after dividends declared on the Class B Ordinary Shares, the Preference Shares, the USD Ordinary Share and the Class A Ordinary Shares have been paid or provided for in full with respect to such Payment Period, such dividend as the Directors may in their discretion declare. Payments of such dividends shall be made to the holders of the Residual A Shares on the register at opening of business on the date of actual payment

(b) The Residual A Shares confer on the respective holders thereof the right to receive a dividend, with respect to each Payment Period which commences on or after the Step-Up Date, out of the funds of the Company lawfully available (and resolved to be distributed) for distribution to the extent of available profits (including share premium) and in priority to any other dividends declared by the Company in relation to the Preference Shares, the USD Ordinary Share, the Class A Ordinary Shares and the Class B Ordinary Shares, a dividend (the *Residual A Share Post Step-Up Dividend*) on each Residual A Share calculated in accordance with the following formula.

$$\left[ I [LIBOR + R] \times \frac{d}{365} \right] + P$$

Where:

**I** = the aggregate of the par value and any premium paid on the issue of the relevant Residual A Share

**LIBOR** = (a) the display rate per annum of the offered quotation for deposits in Sterling for a period equal to twelve months (or in the case of the first

Payment Period and the last Payment Period, for the actual number of days in that Payment Period) which appears on the appropriate page of the Reuters Screen (or such other service as may be nominated by the British Bankers' Association as the information vendor for the purposes of displaying British Bankers' Association Interest Settlement Rates for deposits in Sterling) at or about 11 00 a.m. on the relevant Quotation Date (and if no rate appears for that period, the rate shall be determined by the Company by using linear interpolation between the rate appearing for the period next shorter than that period and the rate appearing for the period next longer than that period); or (b) if the display rate cannot be determined under paragraph (a) above, the rate determined by the Company in its absolute discretion. For the purposes of this definition, *Quotation Date* means, in relation to any period for which an interest rate is to be determined, the day on which quotations would ordinarily be given by banks in the London Interbank Market for deposits in Sterling for delivery on the first day of that period; provided that if, for any such period, quotations would ordinarily be given on more than one date, the Quotation Date for that period shall be the last of those dates

**R** = 2 per cent. per annum

**d** = the number of days in the relevant Payment Period

**P** = (i) the balance of any profits which remain in the Company after payment of any dividends payable on the Preference Shares, the Ordinary Shares and the Class B Ordinary Shares, divided by (ii) the number of Residual A Shares in issue on the relevant Dividend Date.

The right of the Residual A Shareholders to receive the Residual A Share Post Step-Up Dividend shall accrue daily in relation to each Payment Period beginning on or after the Step-Up Date but shall only be paid on such date(s) as the Directors may declare (a *Residual A Share Post Step-Up Dividend Payment Date*). Payments of any Residual A Share Post Step-Up Dividends shall be made to the holders of the Residual A Shares on the register at opening of business on each Residual A Share Post Step-Up Dividend Payment Date

#### **Voting**

(c) The holders of the Residual A Shares shall, by virtue of or in respect of their holdings of such shares, have the right to receive notice of all general meetings of the Company but (subject to paragraph (d) below) not to attend, speak or vote at any general meeting of the Company

(d) Whenever the holders of the Residual A Shares are entitled to vote upon any resolution in a class meeting pursuant to Article 17, every holder thereof present in person or by proxy shall have one vote for every fully paid Residual A Share of which he is the holder

## **Redemption**

(e) Prior to the start of the Residual A Share Redemption Period, the Residual A Shares are not redeemable.

(f) During the Residual A Share Redemption Period the Residual A Shares may, subject to the provisions of these Articles and the Statute, be redeemed upon and subject to the following terms and conditions

- (i) the Company (acting by its Directors) shall have the right at any time during the Residual A Share Redemption Period to redeem all but not some only of the Residual A Shares (provided that they are fully paid or credited as fully paid), provided that it gives to the Residual A Shareholders not less than one Business Day's written notice of its intention to do so (a *Residual A Share Redemption Notice*), unless the requirement for a Residual A Redemption Notice is waived by all the Residual A Shareholders;
- (ii) a Residual A Share Redemption Notice must specify the number of Residual A Shares to be redeemed (which must be equal to the number of Residual A Shares then in issue), a good faith estimate of the Residual A Share Redemption Amount and the date on which the Residual A Shares are to be redeemed (the *Residual A Share Redemption Date*) which must be a date falling before the Step-Up Date. The Residual A Shareholders shall provide the account details where the Residual A Share Redemption Amount due to it is to be paid to the Company at least one Business Day prior to the Residual A Share Redemption Date;
- (iii) subject to the provisions of Article 14, on the Residual A Share Redemption Date, the Company shall pay or cause to be paid on each Residual A Share in immediately available funds subject always to there being funds lawfully available for such purpose an amount (the *Residual A Share Redemption Amount*) equal to (x) the value of the net assets remaining in the Company on the assumption that the Class B Ordinary Shares and the Preference Shares had each been redeemed on the same day (if such shares have not already been redeemed) less (y) US\$1 and £9,999 divided by (z) the number of Residual A Shares in issue on the Residual A Share Redemption Date;
- (iv) on the Residual A Share Redemption Date, each holder of Residual A Shares shall be bound to deliver to the Company, at such place as the Directors shall have specified not less than one Business Day before the Residual A Share Redemption Date (or, in the absence of the Directors so specifying, at the Registered Office), the share certificates (if any) relating to the Residual A Shares held by it which are required to be redeemed (together with such other evidence (if any) as the Directors may reasonably require to prove title thereto) (or an indemnity in respect thereof in form reasonably satisfactory to the Directors);

- (v) if any holder of Residual A Shares shall fail or refuse to accept the Residual A Share Redemption Amount payable in respect of such Residual A Shares, such money shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever; and
  - (vi) any Residual A Shares redeemed by the Company shall be cancelled and such Residual A Shares shall thereafter form part of the authorised but unissued share capital of the Company and shall not be capable of re-issue with the prior written consent of all of the Members.
- (g) On and after the Step-Up Date, the Residual A Shares are not redeemable.

#### **Capital**

- (h) The Residual A Shares shall on a winding-up or other return of capital entitle the respective holders thereof to the rights ascribed thereto set out in Article 14

#### **BRL LINKED PREFERENCE SHARES**

13 The rights and restrictions attaching to the BRL Linked Preference Shares are as follows.

#### **Dividends**

- (a) The BRL Linked Preference Shares confer on the respective holders thereof the right to receive, with respect to each Payment Period out of the funds of the Company lawfully available for distribution (and resolved to be distributed) to the extent of available profits (including share premium) in priority to any payment of dividends to the holders of the Ordinary Shares, the Preference Shares and the Residual A Shares such dividend as the Directors may in their discretion declare. Payments of such dividends shall be made to the holders of the BRL Linked Preference Shares on the register at opening of business on the date of actual payment.

#### **Voting**

- (b) The holders of the BRL Linked Preference Shares shall, by virtue of or in respect of their holdings of such shares, have the right to receive notice of all general meetings of the Company but (subject to paragraph (c) and (d) below) not to attend, speak or vote at any general meeting of the Company
- (c) Whenever the holders of the BRL Linked Preference Shares are entitled to vote upon any resolution in a class meeting pursuant to Article 17, every holder thereof present in person or by proxy shall have one vote for every fully paid BRL Linked Preference Share of which he is the holder

## **Redemption**

(d) The BRL Linked Preference Shares may, subject to the provisions of these Articles and the Statute, be redeemed upon and subject to the following terms and conditions:

- (i) the Company (acting by its Directors) shall have the right at any time to redeem all or part of the BRL Linked Preference Shares (provided that they are fully paid or credited as fully paid), provided that it gives to the holder of the BRL Linked Preference Shares not less than one Business Day's written notice of its intention to do so (a ***BRL Linked Preference Share Company Redemption Notice***);
- (ii) a majority of the holders of the BRL Linked Preference Shares shall have the right at any time to require that the Company redeem all but not part of the BRL Linked Preference Shares (provided that they are fully paid up or credited as fully paid), provided that it gives to the Company not less than one Business Day's written notice (a ***BRL Linked Preference Share Majority Shareholder Redemption Notice***);
- (iii) subject to Section 37 of the Statute and subject to the prior approval of the Company having been obtained (by resolution of the Ordinary Shareholders and the holders of the BRL Linked Preference Shares), any holder of the BRL Linked Preference Shares shall have the right at any time to require that the Company redeem all or part of the BRL Linked Preference Shares (provided such BRL Linked Preference Shares are fully paid) held by that BRL Linked Preference Shareholder, provided that it gives to the Company not less than one Business Day's written notice (a ***BRL Linked Preference Share Individual Shareholder Redemption Notice***),
- (iv) a BRL Linked Preference Share Company Redemption Notice and a BRL Linked Preference Share Shareholder Redemption Notice must specify the amount to be included as "P" in the definition of the BRL Linked Preference Share Redemption Amount in respect of each BRL Linked Preference Share to be redeemed and the date on which such BRL Linked Preference Shares are to be redeemed (the ***BRL Linked Preference Share Redemption Date***) which must be a Business Day falling before the Mandatory Redemption Date and, in the case of a BRL Linked Preference Share Individual Shareholder Redemption Notice, the number of the BRL Linked Preference Shares to be redeemed. Each holder of the relevant BRL Linked Preference Shares shall provide the account details where the BRL Linked Preference Share Redemption Amount due to it is to be paid to the Company at least one Business Day prior to the BRL Linked Preference Share Redemption Date;
- (v) subject to the provisions of Article 14, on the BRL Linked Preference Share Redemption Date, the Company shall pay or cause to be paid on each BRL Linked Preference Share due to be redeemed on such BRL



Linked Preference Share Redemption Date in immediately available funds subject always to there being funds lawfully available for such purpose an amount equal to the following:

$$D + \left( \left[ \frac{R_0}{R_1} \right] \times P \right) + X + Q_1 + Q_2 + Q_3 + Q_4 + Q_5 + Q_6 + Q_7$$

Where:

- D** = an amount equal to all dividends declared and for the time being unpaid with respect to such BRL Linked Preference Share
- R<sub>0</sub>** = BRL/GBP Spot Rate at time of issue of the relevant BRL Linked Preference Share to be redeemed
- R<sub>1</sub>** = BRL/GBP Spot Rate at the BRL Linked Preference Share Redemption Date
- X** = means 20.4115930361276 per cent.
- P** = the Sterling amount subscribed for the BRL Linked Preference Share at the time of issue of such a BRL Linked Preference Share
- Q<sub>1</sub>** = means an amount equal to 0 215504789206267
- Q<sub>2</sub>** = means an amount equal to 0 089488800508454
- Q<sub>3</sub>** = means an amount equal to 0 133492041995071
- Q<sub>4</sub>** = means an amount equal to 0 106754699679275
- Q<sub>5</sub>** = means an amount equal to 0 106754699679275
- Q<sub>6</sub>** = means an amount equal to 0 124913596493828
- Q<sub>7</sub>** = means an amount equal to 0 100404746013607

(the **BRL Linked Preference Share Redemption Amount**),

- (vi) on the BRL Linked Preference Share Redemption Date, each holder of the BRL Linked Preference Shares required to be redeemed on such BRL Linked Preference Share Redemption Date shall be bound to deliver to the Company, at such place as the Directors shall have specified not less than one Business Day before the BRL Linked Preference Share Redemption Date (or, in the absence of the Directors so specifying, at the Registered Office), the share certificates (if any) relating to the relevant BRL Linked Preference Shares held by it which

are required to be redeemed (together with such other evidence (if any) as the Directors may reasonably require to prove title thereto) (or an indemnity in respect thereof in form reasonably satisfactory to the Directors);

- (vii) if any holder of the relevant BRL Linked Preference Shares shall fail or refuse to accept the BRL Linked Preference Share Redemption Amount payable in respect of such BRL Linked Preference Shares, such money shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever;
  - (viii) any BRL Linked Preference Shares redeemed by the Company on a BRL Linked Preference Share Redemption Date shall be cancelled and such BRL Linked Preference Shares shall thereafter form part of the authorised but unissued share capital of the Company and shall be capable of re-issue with the prior written consent of all of the Members, and
  - (ix) in the circumstances when a BRL Linked Preference Share Company Share Redemption Notice and a BRL Linked Preference Share Majority Shareholder Redemption Notice are delivered specifying the same BRL Linked Preference Share Redemption Date, the BRL Linked Preference Share Company Share Redemption Notice shall prevail and the BRL Linked Preference Share Majority Shareholder Redemption Notice shall cease to have effect
- (e) Subject to earlier redemption of the BRL Linked Preference Shares in accordance with these Articles, each BRL Linked Preference Share outstanding on the Mandatory Redemption Date shall be redeemed by the Company on the Mandatory Redemption Date in accordance with the following provisions:
- (i) subject to the provisions of Article 14, on the Mandatory Redemption Date, the Company shall pay or cause to be paid on each BRL Linked Preference Share in immediately available funds subject always to there being funds lawfully available for such purpose the BRL Linked Preference Share Redemption Amount calculated on the basis that the Mandatory Redemption Date is the BRL Linked Preference Share Redemption Date applicable to each BRL Linked Preference Share (such amount being the *BRL Linked Preference Share Mandatory Redemption Amount*).
  - (ii) Each BRL Linked Preference Shareholder shall provide the account details where the BRL Linked Preference Share Mandatory Redemption Amount due to it is to be paid to the Company on or prior to the Mandatory Redemption Date.
  - (iii) On the Mandatory Redemption Date, the holders of the BRL Linked Preference Shares shall be bound to deliver to the Company, at such place as the Directors shall have specified on or prior to the Mandatory Redemption Date (or, in the absence of the Directors so specifying, at

the Registered Office), the share certificates (if any) relating to the BRL Linked Preference Shares held by it (together with such other evidence (if any) as the Directors may reasonably require to prove title thereto) (or an indemnity in respect thereof in form reasonably satisfactory to the Directors).

- (iv) If the holder of the BRL Linked Preference Shares shall fail or refuse to accept the BRL Linked Preference Share Mandatory Redemption Amount payable in respect of each such BRL Linked Preference Share, such money shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever.
- (v) Any BRL Linked Preference Shares redeemed by the Company on the Mandatory Redemption Date shall be cancelled and such BRL Linked Preference Shares shall thereafter form part of the authorised but unissued share capital of the Company and shall not be capable of re-issue without the prior written consent of all of the Members.

### **Capital**

- (f) The BRL Linked Preference Shares shall on a winding-up or other return of capital entitle the respective holders thereof to the rights ascribed thereto set out in Article 14

### **RETURN OF CAPITAL**

14. On a return of capital on liquidation or winding up of the Company or where more than one class of Shares is being redeemed on the same date but not otherwise, the assets of the Company available for distribution amongst its Members shall be applied in the following order of priorities:

- (a) where the return of capital is or redemptions are taking place on any date before the Step-Up Date
  - (i) *first*, paying pro rata to (aa) all BRL Linked Preference Shareholders (in the case of a winding-up) or (bb) the BRL Linked Preference Shareholders whose BRL Linked Preference Shares are being redeemed on such date (in the case of a redemption), the relevant BRL Linked Preference Shareholders the BRL Linked Preference Share Redemption Amount applicable to each BRL Linked Preference Share held by each such BRL Linked Preference Shareholder,
  - (ii) *second*, paying pro rata to (aa) all Class B Ordinary Shareholders (in the case of a winding-up) or (bb) the Class B Ordinary Shareholders whose Class B Ordinary Shares are being redeemed on such date (in the case of a redemption), the relevant Class B Ordinary Shareholders the Class B Ordinary Shares Redemption Amount applicable to each Class B Ordinary Share held by each such Class B Ordinary Shareholder;

- (iii) *third*, paying pro rata to (aa) all Preference Shareholders (in the case of a winding-up) or (bb) the Preference Shareholders whose Preference Shares are being redeemed on such date (in the case of a redemption), the Preference Share Redemption Amount applicable to each Preference Share held by each such Preference Shareholder,
  - (iv) *fourth*, paying pro rata to the USD Ordinary Shareholder (in the case of a winding up only) the amount of any dividends which have been declared but not paid on the USD Ordinary Share prior to the date of distribution and repaying to the USD Ordinary Shareholder the nominal amount paid up on the USD Ordinary Share, together with any premium paid at the time of issue,
  - (v) *fifth*, paying pro rata to the Class A Ordinary Shareholders (in the case of a winding up only) the amount of any dividends which have been declared but not paid on the Class A Ordinary Shares prior to the date of distribution and repaying to the Class A Ordinary Shareholders the nominal amount paid up on the Class A Ordinary Shares, together with any premium paid at the time of issue, in each case, in proportion to the amounts paid on issue of the Class A Ordinary Shares, and
  - (vi) *thereafter*, (aa) in the case of a winding-up, the balance of any surplus assets available on a winding up shall be payable to the Residual A Shareholders, such assets to be divided amongst them rateably according to the amount paid up on the Residual A Shares then in issue, and (bb) in the case of a redemption, the Residual A Share Redemption Amount applicable to each Residual A Share held by each such Residual A Shareholder; and
- (b) where the return of capital is or redemptions are taking place on any date on or after the Step-Up Date:
- (i) *first*, paying pro rata to (aa) all BRL Linked Preference Shareholders (in the case of a winding-up) or (bb) the BRL Linked Preference Shareholders whose BRL Linked Preference Shares are being redeemed on such date (in the case of a redemption), the relevant BRL Linked Preference Shareholders the BRL Linked Preference Share Redemption Amount applicable to each BRL Linked Preference Share held by each such BRL Linked Preference Shareholder,
  - (ii) *second*, paying pro rata to (aa) all Residual A Shareholders (in the case of a winding-up) or (bb) the Residual A Shareholders whose Residual A Shares are being redeemed on such date (in the case of a redemption), the amount of any dividends which have been declared but not paid on the Residual A Shares prior to the date of distribution and repaying to the Residual A Shareholders the nominal amount paid up on the Residual A Shares, together with any premium paid at the time of issue, in each case, in proportion to the amounts paid on issue of the Residual A Shares;

- (iii) *third*, paying pro rata to (aa) all Preference Shareholders (in the case of a winding-up) or (bb) the Preference Shareholders whose Preference Shares are being redeemed on such date (in the case of a redemption), the Preference Share Redemption Amount applicable to each Preference Share held by each such Preference Shareholder;
- (iv) *fourth*, paying pro rata to the USD Ordinary Shareholder (in the case of a winding up only) the amount of any dividends which have been declared but not paid on the USD Ordinary Share prior to the date of distribution and repaying to the USD Ordinary Shareholder the nominal amount paid up on the USD Ordinary Share, together with any premium paid at the time of issue;
- (v) *fifth*, paying pro rata to the Class A Ordinary Shareholders (in the case of a winding up only) the amount of any dividends which have been declared but not paid on the Class A Ordinary Shares prior to the date of distribution and repaying to the Class A Ordinary Shareholders the nominal amount paid up on the Class A Ordinary Shares, together with any premium paid at the time of issue, in each case, in proportion to the amounts paid on issue of the Class A Ordinary Shares; and
- (vi) *thereafter*, (aa) in the case of a winding-up, the balance of any surplus assets available on a winding up shall be payable to the Class B Ordinary Shareholders, such assets to be divided amongst them rateably according to the amount paid up on the Class B Ordinary Shares then in issue, and (bb) in the case of a redemption, the Class B Ordinary Share Redemption Amount applicable to each Class B Ordinary Share held by each such Class B Ordinary Shareholder.

15 Subject as otherwise provided in these Articles, all shares for the time being and from time to time unissued shall be under the control of the Directors, and may be re-designated, allotted or disposed of in such manner, to such persons and on such terms as the Directors in their absolute discretion may think fit.

16. The Company may insofar as may be permitted by law, pay a commission to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any shares. Such commissions may be satisfied by the payment of cash or the lodgement of fully or partly paid-up shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

#### VARIATION OF RIGHTS OF SHARES

17. If at any time the share capital of the Company is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-quarters of the issued Shares of that class, or with the sanction of a Special Resolution passed at a general meeting of the holders of the Shares of that class

18. The provisions of these Articles relating to general meetings shall apply to every class meeting of the holders of one class of Shares except that the necessary quorum shall be one person holding or representing by proxy at least one third of the issued Shares of the class and that any holder of Shares of the class present in person or by proxy may demand a poll

19. 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

#### **REGISTER OF MEMBERS**

20. The Company shall maintain or cause to be maintained outside of the United Kingdom the Register of Members in accordance with the Statute.

#### **CLOSING REGISTER OF MEMBERS OR FIXING RECORD DATE**

21. For the purpose of determining Members entitled to notice of, or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any Dividend, or in order to make a determination of Members for any other purpose, the Directors may provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed forty days. If the Register of Members shall be closed for the purpose of determining Members entitled to notice of, or to vote at, a meeting of Members the Register of Members shall be closed for at least ten days immediately preceding the meeting

22. In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Members entitled to notice of, or to vote at any meeting of the Members or any adjournment thereof, or for the purpose of determining the Members entitled to receive payment of any Dividend or in order to make a determination of Members for any other purpose.

23. If the Register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of, or to vote at, a meeting of Members or Members entitled to receive payment of a Dividend, the date on which notice of the meeting is sent or the date on which the resolution of the Directors declaring such Dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Article, such determination shall apply to any adjournment thereof

#### **CERTIFICATES FOR SHARES**

24. A Member shall only be entitled to a share certificate if the Directors resolve that share certificates shall be issued. Share certificates representing Shares, if any, shall be in such form as the Directors may determine. Share certificates shall be signed by one or more Directors or other person authorised by the Directors. The Directors may authorise certificates to be issued with the authorised signature(s)

affixed by mechanical process. All certificates for Shares shall be consecutively numbered or otherwise identified and shall specify the Shares to which they relate. All certificates surrendered to the Company for transfer shall be cancelled and subject to these Articles no new certificate shall be issued until the former certificate representing a like number of relevant Shares shall have been surrendered and cancelled.

25. The Company shall not be bound to issue more than one certificate for Shares held jointly by more than one person and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

26. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and on the payment of such expenses reasonably incurred by the Company in investigating evidence, as the Directors may prescribe, and (in the case of defacement or wearing out) upon delivery of the old certificate.

#### **TRANSFER OF SHARES**

27. Shares are transferable subject to the consent of the Directors who may, in their absolute discretion, decline to register any transfer of Shares without giving any reason. If the Directors refuse to register a transfer they shall notify the transferee within two months of such refusal.

28. The instrument of transfer of any Share shall be in writing and shall be executed (outside of the United Kingdom) by or on behalf of the transferor (and if the Directors so require, signed by the transferee). The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members.

#### **REDEMPTION AND REPURCHASE OF SHARES**

29. Subject to the provisions of the Statute the Company may issue Shares that are to be redeemed or are liable to be redeemed at the option of the Member or the Company. The redemption of such Shares shall be effected in such manner as the Company may, by Special Resolution, determine before the issue of the Shares.

30. Subject to the provisions of the Statute, the Company may purchase its own Shares (including any redeemable Shares) provided that the Members shall have approved the manner of purchase by Ordinary Resolution.

31. The Company may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Statute, including out of capital.

#### **COMMISSION ON SALE OF SHARES**

32. The Company may, in so far as the Statute permits, pay a commission to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any Shares of the Company. Such commissions may be satisfied

by the payment of cash and/or the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

#### **NON RECOGNITION OF TRUSTS**

33 The Company shall not be bound by or compelled to recognise in any way (even when notified) any equitable, contingent, future or partial interest in any Share, or (except only as is otherwise provided by these Articles or the Statute) any other rights in respect of any Share other than an absolute right to the entirety thereof in the registered holder.

#### **LIEN ON SHARES**

34 The Company shall have a first and paramount lien on all Shares (whether fully paid-up or not) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Member or his estate, either alone or jointly with any other person, whether a Member or not, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such Share shall operate as a waiver of the Company's lien thereon. The Company's lien on a Share shall also extend to any amount payable in respect of that Share.

35 The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, if a sum in respect of which the lien exists is presently payable, and is not paid within fourteen clear days after notice has been given to the holder of the Shares, or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.

36. To give effect to any such sale the Directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The purchaser or his nominee shall be registered as the holder of the Shares comprised in any such transfer, 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 sale or the exercise of the Company's power of sale under these Articles.

37. The net proceeds of such sale after payment of costs, shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any residue shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

#### **CALL ON SHARES**

38 Subject to the terms of the allotment the Directors may from time to time make calls upon the Members in respect of any monies unpaid on their Shares (whether in respect of par value or premium), and each Member shall (subject to receiving at least fourteen days notice specifying the time or times of payment) pay to



the Company at the time or times so specified the amount called on the Shares. A call may be revoked or postponed as the Directors may determine. A call may be required to be paid by instalments. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

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

40 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

41. If a call remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it became due and payable until it is paid at such rate as the Directors may determine, but the Directors may waive payment of the interest wholly or in part.

42. An amount payable in respect of a Share on allotment or at any fixed date, whether on account of the par value of the Share or premium or otherwise, shall be deemed to be a call and if it is not paid all the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call

43. The Directors may issue Shares with different terms as to the amount and times of payment of calls, or the interest to be paid.

44. The Directors may, if they think fit, receive an amount from any Member willing to advance all or any part of the monies uncalled and unpaid upon any Shares held by him, and may (until the amount would otherwise become payable) pay interest at such rate as may be agreed upon between the Directors and the Member paying such amount in advance

45 No such amount paid in advance of calls shall entitle the Member paying such amount to any portion of a Dividend declared in respect of any period prior to the date upon which such amount would, but for such payment, become payable

#### **FORFEITURE OF SHARES**

46. If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days notice requiring payment of the amount unpaid together with any interest, which may have accrued. The notice shall specify where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

47 If the notice is not complied with any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors. Such forfeiture shall include all Dividends or other monies declared payable in respect of the forfeited Share and not paid before the forfeiture

48 A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.

49 A person any of whose Shares have been forfeited shall cease to be a Member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited and shall remain liable to pay to the Company all monies which at the date of forfeiture were payable by him to the Company in respect of those Shares together with interest, but his liability shall cease if and when the Company shall have received payment in full of all monies due and payable by him in respect of those Shares.

50 A certificate in writing under the hand of one Director or officer of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the fact as against all persons claiming to be entitled to the Share. The certificate shall (subject to the execution of an instrument of transfer) constitute a good title to the Share and the person to whom the Share is disposed of shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

51. The provisions of these Articles as to forfeiture shall apply in the case of non payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the par value of the Share or by way of premium as if it had been payable by virtue of a call duly made and notified

#### TRANSMISSION OF SHARES

52. If a Member dies the survivor or survivors where he was a joint holder, and his legal personal representatives where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest. The estate of a deceased Member is not thereby released from any liability in respect of any Share, which had been jointly held by him.

53 Any person becoming entitled to a Share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may from time to time be required by the Directors, elect either to become the holder of the Share or to have some person nominated by him as the transferee. If he elects to become the holder he shall give notice to the Company to that effect, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by that Member before his death or bankruptcy, as the case may be.

54 If the person so becoming entitled shall elect to be registered himself as holder he shall deliver or send to the Company a notice in writing signed by him stating that he so elects

55. A person becoming entitled to a Share by reason of the death or bankruptcy or liquidation or dissolution of the holder (or in any other case than by transfer) shall be entitled to the same Dividends and other advantages to which he would be entitled if he were the registered holder of the Share. However, he shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company and the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Share. If the notice is not complied with within ninety days the Directors may thereafter withhold payment of all Dividends, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

#### **AMENDMENTS OF MEMORANDUM AND ARTICLES OF ASSOCIATION AND ALTERATION OF CAPITAL**

56. The Company may by Ordinary Resolution.

56.1 increase the share capital by such sum as the resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine;

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

56.3 by subdivision of its existing Shares or any of them divide the whole or any part of its Share capital into Shares of smaller amount than is fixed by the Memorandum or into Shares without par value; and

56.4 cancel any Shares that at the date of the passing of the resolution have not been taken or agreed to be taken by any person.

57. All new Shares created in accordance with the provisions of the preceding Article shall be subject to the same provisions of the Articles with reference to the payment of calls, liens, transfer, transmission, forfeiture and otherwise as the Shares in the original share capital

58. Subject to the provisions of the Statute and the provisions of these Articles as regards the matters to be dealt with by Ordinary Resolution, the Company may by Special Resolution:

58.1 change its name;

58.2 alter or add to these Articles;

58.3 alter or add to the Memorandum with respect to any objects, powers or other matters specified therein, and

58.4 reduce its share capital and any capital redemption reserve fund

## **REGISTERED OFFICE**

59. Subject to the provisions of the Statute, the Company may by resolution of the Directors change the location of its Registered Office.

## **GENERAL MEETINGS**

60. All general meetings other than annual general meetings shall be called extraordinary general meetings.

61. The Company shall, if required by the Statute, in each year hold a general meeting as its annual general meeting, and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as the Directors shall appoint and if no other time and place is prescribed by them, it shall be held at the Registered Office on the second Wednesday in December of each year at ten o'clock in the morning. At these meetings the report of the Directors (if any) shall be presented.

62. The Company may hold an annual general meeting, but shall not (unless required by Statute) be obliged to hold an annual general meeting

63. All annual and extraordinary general meetings shall be held at such time and place in the United Kingdom as the Directors shall appoint.

64. The Directors or any other person on the requisition of a Director may call general meetings, and they shall on a Members requisition forthwith proceed to convene an extraordinary general meeting of the Company.

65. A Members requisition is a requisition of Members of the Company holding at the date of deposit of the requisition not less than ten per cent in par value of the capital of the Company as at that date carries the right of voting at general meetings of the Company

66. The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

67. If the Directors do not within twenty-one days from the date of the deposit of the requisition duly proceed to convene a general meeting to be held within a further twenty-one days, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three months after the expiration of the said twenty-one days

68. A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors

## **NOTICE OF GENERAL MEETINGS**

69. At least one day's notice shall be given of any general meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this regulation has been given and whether or not the provisions of the Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed.

69.1 in the case of an annual general meeting, by all the Members (or their proxies) entitled to attend and vote thereat; and

69.2 in the case of an extraordinary general meeting, by a majority in number of the Members (or their proxies) having a right to attend and vote at the meeting, being a majority together holding not less than ninety five per cent. in par value of the Shares giving that right.

70. The accidental omission to give notice of a general meeting to, or the non receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

## **PROCEEDINGS AT GENERAL MEETINGS**

71. No business shall be transacted at any general meeting unless a quorum is present and the meeting is held in the United Kingdom. Two Members being individuals present in person or by proxy or if a corporation or other non-natural person by its duly authorised representative shall be a quorum unless the Company has only one Member entitled to vote at such general meeting in which case the quorum shall be that one Member present in person or by proxy or (in the case of a corporation or other non-natural person) by a duly authorised representative.

72. A person located in the United Kingdom may participate at a general meeting by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other. Participation by a person in a general meeting in this manner is treated as presence in person at that meeting.

73. A resolution (including a Special Resolution) in writing (in one or more counterparts) signed by all Members for the time being entitled to receive notice of and to attend and vote at general meetings (or, being corporations, signed by their duly authorised representatives) shall, provided that the resolution is signed only in the United Kingdom by Members located in the United Kingdom, be as valid and effective as if the resolution had been passed at a general meeting of the Company duly convened and held.

74. If a quorum is not present within half an hour from the time appointed for the meeting or if during such a meeting a quorum ceases to be present, the meeting, if

convened upon the requisition of Members, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and place in the United Kingdom or to such other day, time or such other place in the United Kingdom as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum

75. The chairman, if any, of the board of Directors shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Directors present shall elect one of their number to be chairman of the meeting.

76. If no Director is willing to act as chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairman of the meeting

77. The chairman may, with the consent of a meeting at which a quorum is present, (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a general meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any such notice

78. A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, the chairman demands a poll, or any other Member or Members collectively present in person or by proxy and holding at least ten per cent. in par value of the Shares giving a right to attend and vote at the meeting demand a poll.

79. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost or not carried by a particular majority, an entry to that effect in the minutes of the proceedings of the meeting shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution

80. The demand for a poll may be withdrawn.

81. Except on a poll demanded on the election of a chairman or on a question of adjournment, a poll shall be taken as the chairman directs, and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.

82. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the general meeting directs, and any business other than that upon which a poll has been demanded or is contingent thereon may proceed pending the taking of the poll

83. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a second or casting vote

#### **VOTES OF MEMBERS**

84. Subject to any rights or restrictions attached to any Shares, on a show of hands every Member who (being an individual) is present in person or by proxy or, if a corporation or other non-natural person is present by its duly authorised representative or proxy, shall have one vote and on a poll every Member shall have one vote for every Share of which he is the holder

85. In the case of joint holders of record the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register of Members

86. A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person on such Member's behalf appointed by that court, and any such committee, receiver, curator bonis or other person may vote by proxy.

87. No person shall be entitled to vote at any general meeting or at any separate meeting of the holders of a class of Shares unless he is registered as a Member on the record date for such meeting nor unless all calls or other monies then payable by him in respect of Shares have been paid.

88. No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

89. On a poll or on a show of hands votes may be cast either personally or by proxy. A Member may appoint more than one proxy or the same proxy under one or more instruments to attend and vote at a meeting. Where a Member appoints more than one proxy the instrument of proxy shall state which proxy is entitled to vote on a show of hands.

90. A Member holding more than one Share need not cast the votes in respect of his Shares in the same way on any resolution and therefore may vote a Share or some or all such Shares either for or against a resolution and/or abstain from voting a Share or some or all of the Shares and, subject to the terms of the instrument appointing him, a proxy appointed under one or more instruments may vote a Share or some or all of the Shares in respect of which he is appointed either for or against a resolution and/or abstain from voting

## **PROXIES**

91. The instrument appointing a proxy shall be in writing, be executed under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation under the hand of an officer or attorney duly authorised for that purpose. A proxy need not be a Member of the Company

92. The instrument appointing a proxy shall be deposited at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company

92.1 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, or

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

92.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

provided that the Directors may in the notice convening the meeting, or in an instrument of proxy sent out by the Company, direct that the instrument appointing a proxy may be deposited (no later than the time for holding the meeting or adjourned meeting) at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company. The chairman may in any event at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted shall be invalid.

93 The instrument appointing a proxy may be in any usual or common form and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll

94. Votes given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given unless notice in writing of such death, insanity, revocation or transfer was received by the Company at the Registered Office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

## **CORPORATE MEMBERS**

95. Any corporation or other non-natural person which is a Member may in accordance with its constitutional documents, or in the absence of such provision 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, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual Member

#### **SHARES THAT MAY NOT BE VOTED**

96. Shares in the Company that are beneficially owned by the Company shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding Shares at any given time

#### **DIRECTORS**

97. There shall be a board of Directors consisting of not less than one person (exclusive of alternate Directors) provided however that the Company may from time to time by Ordinary Resolution increase or reduce the limits in the number of Directors. The first Directors of the Company shall be determined in writing by, or appointed by a resolution of, the subscribers

98. Each Director shall be a natural person and resident in the United Kingdom for the purposes of United Kingdom taxation. No Director shall conduct business in relation to the Company unless, at the time of conducting such business, he is physically present in the United Kingdom.

#### **POWERS OF DIRECTORS**

99. Subject to the provisions of the Statute, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed in the United Kingdom by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A duly convened meeting of Directors in the United Kingdom at which a quorum is present may exercise all powers exercisable by the Directors

100. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall determine by resolution.

101. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

102. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

#### **APPOINTMENT AND REMOVAL OF DIRECTORS**

103 The Company may by Ordinary Resolution appoint any person to be a Director or may by Ordinary Resolution remove any Director, provided such person is solely resident in the United Kingdom for tax purposes.

104 The Directors may appoint any person to be a Director, either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors.

#### **VACATION OF OFFICE OF DIRECTOR**

105 The office of a Director shall be vacated if:

105.1 he gives notice in writing to the Company that he resigns the office of Director, or

105.2 he absents himself (without being represented by proxy or an alternate Director appointed by him) from three consecutive meetings of the board of Directors without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated office; or

105.3 he dies, becomes bankrupt or makes any arrangement or composition with his creditors generally; or

105.4 he is found to be or becomes of unsound mind, or

105.5 he is not or ceases to be resident in the United Kingdom for the purposes of United Kingdom taxation; or

105.6 if all the other Directors of the Company (being not less than two in number) resolve that he should be removed as a Director

#### **PROCEEDINGS OF DIRECTORS**

106 The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two if there are two or more Directors, and shall be one if there is only one Director. A person who holds office as an alternate Director shall, if his appointor is not present, be counted in the quorum. A Director who also acts as an alternate Director shall, if his appointor is not present, count twice towards the quorum. No quorum shall exist if one of the Directors present at the meeting is not present in the United Kingdom.

107 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit provided however that the Directors may meet only in the United Kingdom. Questions arising at any meeting shall be decided by a majority decision of those Directors present at the meeting in the United Kingdom. In the case of an equality of votes, the chairman shall have a second or casting vote. A Director

who is also an alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

108. A person who is present in the United Kingdom may participate in a meeting of the Directors in the United Kingdom by conference telephone or other communications equipment by means of which all the persons participating in the meeting can communicate with each other at the same time. Participation by a person in a meeting in this manner is treated as presence in person at that meeting. Unless otherwise determined by the Directors the meeting shall be deemed to be held at the place in the United Kingdom where the chairman is at the start of the meeting.

109 A resolution in writing (in one or more counterparts) signed by all the Directors whilst located in the United Kingdom (an alternate Director being entitled to sign such a resolution on behalf of his appointor) shall be as valid and effectual as if it had been passed at a meeting of the Directors, or committee of Directors as the case may be, duly convened and held.

110 A Director or alternate Director may, or other person (including an officer of the Company) on the requisition of a Director or alternate Director shall, call a meeting of the Directors by at least one day's notice in writing to every Director and alternate Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held

111 The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose

112. The Directors may elect a chairman of their board and determine the period for which he is to hold office, but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.

113. All acts done by any meeting of the Directors (including any person acting as an alternate Director) shall (other than where the meeting was held outside the United Kingdom), notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or alternate Director (other than a defect in such appointment relating to the requirement that such Director or alternate Director be resident in the United Kingdom for the purposes of United Kingdom taxation), or that they or any of them were disqualified (other than such disqualification relates to the Director or alternate Director not being resident in the United Kingdom for the purposes of United Kingdom taxation), be as valid as if every such person had been duly appointed and qualified to be a Director or alternate Director as the case may be.

114. A Director but not an alternate Director may be represented at any meetings of the board of Directors by a proxy (except if the proxy is not resident in the United Kingdom for the purposes of United Kingdom taxation) appointed in writing by him

The proxy shall count towards the quorum and the vote of the proxy shall for all purposes be deemed to be that of the appointing Director

#### **PRESUMPTION OF ASSENT**

115 A Director of the Company who is present at a meeting of the board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the chairman or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favour of such action.

#### **DIRECTORS' INTERESTS**

116. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

117. A Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director or alternate Director

118. A Director or alternate Director of the Company may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director or alternate Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company

119. No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or transaction by reason of such Director holding office or of the fiduciary relation thereby established. A Director (or his alternate Director in his absence) shall be at liberty to vote in respect of any contract or transaction in which he is interested provided that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be disclosed by him at or prior to its consideration and any vote thereon.

120 A general notice that a Director or alternate Director is a shareholder, director, officer or employee of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure for the purposes of voting on a resolution in respect of a contract or transaction in

which he has an interest, and after such general notice it shall not be necessary to give special notice relating to any particular transaction

#### **MINUTES**

121. The Directors shall cause minutes to be made in books kept for the purpose of all appointments of officers made by the Directors, all proceedings at meetings of the Company or the holders of any class of Shares and of the Directors, and of committees of Directors including the names of the Directors or alternate Directors present at each meeting.

#### **DELEGATION OF DIRECTORS' POWERS**

122. The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any managing director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him provided that an alternate Director may not act as managing director and the appointment of a managing director shall be revoked forthwith if he ceases to be a Director. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee of Directors shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying

123. The Directors may establish any committees, local boards or agencies or appoint any person to be a manager or agent for managing the affairs of the Company and may appoint any person to be a member of such committees or local boards. Any such appointment may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of any such committee, local board or agency shall be governed by the Articles regulating the proceedings of Directors, so far as they are capable of applying

124. The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company on such conditions as the Directors may determine, provided that the delegation is not to the exclusion of their own powers and may be revoked by the Directors at any time.

125. The Directors may by power of attorney or otherwise appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or authorised signatory of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney or other appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys or authorised signatories as the Directors may think fit and may also authorise any such attorney or authorised signatory to delegate all or any of the powers, authorities and discretions vested in him.

126 The Directors may appoint such officers as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit Unless otherwise specified in the terms of his appointment an officer may be removed by resolution of the Directors or Members

#### **ALTERNATE DIRECTORS**

127. Any Director (other than an alternate Director) may by writing appoint any other Director, or any other person who is resident in the United Kingdom for the purposes of United Kingdom taxation and willing to act, to be an alternate Director and by writing may remove from office an alternate Director so appointed by him.

128 An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at every such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence.

129 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director or if he is not or ceases to be resident in the United Kingdom for the purposes of United Kingdom taxation.

130 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors

131 An alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him

#### **NO MINIMUM SHAREHOLDING**

132 The Company in general meeting may fix a minimum shareholding required to be held by a Director, but unless and until such a shareholding qualification is fixed a Director is not required to hold Shares.

#### **REMUNERATION OF DIRECTORS**

133. The remuneration to be paid to the Directors, if any, shall be such remuneration as the Directors shall determine The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors, or general meetings of the Company, or separate meetings of the holders of any class of Shares or debentures of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Directors, or a combination partly of one such method and partly the other

134 The Directors may by resolution approve additional remuneration to any Director for any services other than his ordinary routine work as a Director. Any fees paid to a Director who is also counsel or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his remuneration as a Director.

#### **SEAL**

135 The Company may, if the Directors so determine, have a Seal. The Seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. Every instrument to which the Seal has been affixed shall be signed by at least one person who shall be either a Director or some officer or other person appointed by the Directors for the purpose.

136 The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

137. A Director or officer, representative or attorney of the Company may without further authority of the Directors affix the Seal over his signature alone to any document of the Company required to be authenticated by him under seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

#### **DIVIDENDS, DISTRIBUTIONS AND RESERVE**

138 Subject to the Statute and this Article, the Directors may declare Dividends and distributions on Shares in issue and authorise payment of the Dividends or distributions out of the funds of the Company lawfully available therefor. No Dividend or distribution shall be paid except out of the realised or unrealised profits of the Company, or out of the share premium account or as otherwise permitted by the Statute.

139 Except as otherwise provided by the rights attached to Shares, all Dividends shall be declared and paid according to the par value of the Shares that a Member holds. If any Share is issued on terms providing that it shall rank for Dividend as from a particular date, that Share shall rank for Dividend accordingly.

140 The Directors may deduct from any Dividend or distribution payable to any Member all sums of money (if any) then payable by him to the Company on account of calls or otherwise.

141. The Directors may declare that any Dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of shares, debentures, or securities of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the basis of the value so fixed in order

to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors

142. Any Dividend, distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any Dividends, bonuses, or other monies payable in respect of the Share held by them as joint holders.

143. No Dividend or distribution shall bear interest against the Company

144. Any Dividend which cannot be paid to a Member and/or which remains unclaimed after six months from the date of declaration of such Dividend may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the Dividend shall remain as a debt due to the Member. Any Dividend which remains unclaimed after a period of six years from the date of declaration of such Dividend shall be forfeited and shall revert to the Company.

#### **CAPITALISATION**

145. The Directors may capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution and to appropriate such sum to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of Dividend and to apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid-up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalisation, with full power to the Directors to make such provisions as they think fit for the case of Shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

#### **BOOKS OF ACCOUNT**

146. The Directors shall cause proper books of account to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give



a true and fair view of the state of the Company's affairs and to explain its transactions.

147 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.

148 The Directors may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law

#### AUDIT

149 The Directors may appoint an Auditor of the Company who shall hold office until removed from office by a resolution of the Directors, and may fix his or their remuneration.

150 Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditor

151 Auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an ordinary company, and at the next extraordinary general meeting following their appointment in the case of a company which is registered with the Registrar of Companies as an exempted company, and at any other time during their term of office, upon request of the Directors or any general meeting of the Members

#### NOTICES

152. Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by courier, post, cable, telex, fax or e-mail to him or to his address as shown in the Register of Members (or where the notice is given by e-mail by sending it to the e-mail address provided by such Member) Any notice, if posted from one country to another, is to be sent airmail

153. Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth day (not including Saturdays or Sundays or public

holidays) following the day on which the notice was posted. Where a notice is sent by cable, telex or fax, service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted. Where a notice is given by e-mail service shall be deemed to be effected by transmitting the e-mail to the e-mail address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the e-mail to be acknowledged by the recipient.

154. A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a Share or Shares in consequence of the death or bankruptcy of a Member in the same manner as other notices which are required to be given under these Articles and shall be addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

155. Notice of every general meeting shall be given in any manner hereinbefore authorised to every person shown as a Member in the Register of Members on the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the Register of Members and every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member of record where the Member of record but for his death or bankruptcy would be entitled to receive notice of the meeting, and no other person shall be entitled to receive notices of general meetings.

#### **WINDING UP**

156. Subject to Article 14, if the Company shall be wound up, and the assets available for distribution amongst the Members shall be insufficient to repay the whole of the share capital, such assets shall be distributed in accordance with Article 14. Subject to Article 14, if in a winding up the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst the Members in proportion to the par value of the Shares held by them at the commencement of the winding up subject to a deduction from those Shares in respect of which there are monies due, of all monies payable to the Company for unpaid calls or otherwise. This Article is without prejudice to the rights of the holders of Shares issued upon special terms and conditions.

157. Subject to Article 14, if the Company shall be wound up the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Statute, divide amongst the Members in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in

trustees upon such trusts for the benefit of the Members as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any asset upon which there is a liability.

#### INDEMNITY

158. Every Director, agent or officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him as a result of any act or failure to act in carrying out his functions other than such liability (if any) that he may incur by his own fraud or wilful default. No such Director, agent or officer shall be liable to the Company for any loss or damage in carrying out his functions unless that liability arises through the fraud or wilful default of such Director, agent or officer.

#### FINANCIAL YEAR

159. Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31 December in each year and, following the year of incorporation, shall begin on 1 January in each year.

#### TRANSFER BY WAY OF CONTINUATION

160. If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute and with the approval of a Special Resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

CERTIFIED TO BE A TRUE AND CORRECT COPY

SIG. \_\_\_\_\_

Melanie E. Rivers-Woods  
Assistant Registrar

Date. 27th January, 2010

