

Dated
13 July 2023

The Companies (Guernsey) Law, 2008 (as amended)
Company limited by shares

ARTICLES OF INCORPORATION
OF
SEED BIDCO LIMITED

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Articles of incorporation

of

Seed Bidco Limited

1 Exclusion of standard articles

Standard articles as may be prescribed from time to time pursuant to section 16(2) of the Law shall not apply to the Company.

2 Interpretation

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

articles means the articles of incorporation of the Company as amended from time to time;

Company means Seed Bidco Limited, or such name as the Company may by ordinary resolution determine from time to time;

directors means the directors of the Company for the time being or, as the case may be, the directors assembled as a board;

eligible members has the meaning given in the Law;

executed includes any mode of execution;

holder or **member** in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

Law means the Companies (Guernsey) Law, 2008 as amended, extended or replaced and any ordinance statutory instrument or regulation made thereunder; and

office means the registered office at any time of the Company.

2.2 The headings in these articles do not affect the interpretation of these articles.

2.3 Unless the context otherwise requires words or expressions contained in these articles bear the same meaning as in the Law.

2.4 In writing and written includes the reproduction of words and figures in any visible form whether sent or supplied by electronic form or otherwise including, for the avoidance of doubt, by email.

2.5 Words importing the singular number only shall include the plural number and vice versa.

2.6 Words importing a particular gender only shall include any other gender.

- 2.7 Words importing persons shall include corporations.
- 2.8 A reference to a meeting shall not be taken as requiring more than one person to be present if any quorum requirement can be satisfied by one person.

3 Share capital

- 3.1 The Company may issue an unlimited number of shares of par value and/or no par value or a combination of both. Shares may be denominated in any currency and different classes of shares may be denominated in different currencies (or no currency in the case of shares of no par value).
- 3.2 Subject to the provisions of the Law and without prejudice to any rights attached to any existing shares or class of shares or the provisions of these articles, any share may be issued with such preferred deferred conversion or other rights or restrictions as the Company may by ordinary resolution direct, or subject to or in default of any such direction, as the directors may determine.
- 3.3 The Company may issue fractions of shares and any such fractional shares shall rank pari passu in all respects with the other shares of the same class issued by the Company.
- 3.4 The Company may from time to time hold its own shares as treasury shares.
- 3.5 Subject to the provisions of the Law, the Company may give financial assistance, as defined in the Law, directly or indirectly for the purposes or in connection with the acquisition of its shares.
- 3.6 The Company may issue shares which do not entitle the holder to voting rights in any general meeting or that entitle the holder to restricted voting rights in any general meeting.
- 3.7 The Company may acquire its own shares. Any such shares acquired by the Company may be cancelled or may be held as treasury shares, subject to and in accordance with the Law.
- 3.8 The Company may issue shares which are, or at the option of the Company or the shareholder are, liable to be redeemed and convert all or any class of its shares into redeemable shares.

4 Variation of rights

- 4.1 Whenever the capital of the Company is divided into different classes of shares the rights attached to any class may (subject to the terms of issue of the shares of that class) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up:
- (a) with the consent in writing of the holders of a majority of the issued shares of that class; or
 - (b) with the sanction of an ordinary resolution passed at a separate meeting of the holders of the shares of that class.

4.2 All the provisions of these articles relating to general meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply to every such separate meeting except that in accordance with the Law:

(a) the necessary quorum shall be two persons present holding or representing by proxy at least one-third of the voting rights of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, one person present holding shares of the class shall be a quorum) provided always that where the class has only one member, that member shall constitute the necessary quorum; and

(b) any holder of shares of the class in question may demand a poll.

4.3 The special rights conferred upon the holders of any shares or class of shares issued with preferred, deferred or other rights shall (unless otherwise expressly provided by the conditions of issue of such shares) be deemed not to be varied by the creation or issue of further shares ranking pari passu therewith.

5 Issue of shares

Subject to the provisions of the Law, these articles and any resolution of the Company, the directors have general and unconditional authority, unlimited as to number or aggregate value:

(a) to allot, issue (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of unissued shares of the Company or rights to subscribe or convert any security into shares; or

(b) to sell, transfer or cancel any treasury shares held by the Company,

in any such case to such persons, at such times and on such terms and conditions as the directors may decide.

6 Commission

The Company may exercise the powers of paying commissions and in such an amount or at such a percentage rate as the directors may determine not exceeding ten per cent. of the price at which the shares are issued. Any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid 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.

7 Trust not recognised

Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by these articles or by law) the Company shall not be bound by or recognise (even when having notice thereof) any interest in any share except an absolute right to the entirety thereof in the holder.

8 Certificates

- 8.1 The directors shall not be obliged to issue share certificates but if the directors elect to issue share certificates every member, upon becoming the holder of any shares, shall be entitled, without payment, to one certificate for all the shares of each class held by him (and upon transferring a part of his holding of shares of any class to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment, for every certificate after the first, of such reasonable sum as the directors may determine. Every certificate shall be signed by the Company and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 8.2 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 payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine but otherwise free of charge and (in the case of defacement or wearing out) on delivery of the old certificate.

9 Lien

- 9.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this article. The Company's lien on a share shall extend to any amount payable in respect of it.
- 9.2 The Company may sell in such manner as the directors determine 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 14 days after notice has been given to the holder of the share 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.
- 9.3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to or in accordance with the directions of the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 9.4 The net proceeds of the sale after payment of the costs shall be applied in payment of so much of the sum for which the lien exists as is presently payable and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys 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.

10 Calls on shares and forfeiture

- 10.1 Subject to the terms of allotment the directors may make calls upon any member in respect of any moneys unpaid on that member's shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least 14 days' notice specifying

when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. 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 whereof the call was made.

- 10.2 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- 10.3 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof without the benefit of any right conferred by the droit de division and/or the droit de discussion.
- 10.4 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid; either at the rate fixed by the terms of allotment of the share or in the notice of the call or at such rate not exceeding fifteen per cent. per annum as the directors may determine. The directors may waive payment of the interest wholly or in part.
- 10.5 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these articles shall apply as if that amount had become due and payable by virtue of a call. The Company may accept from a member the whole or any part of the amount remaining unpaid on any shares held by him although no part of that amount has been called up.
- 10.6 Subject to the terms of allotment, the directors may make arrangements on the issue of shares to distinguish between members as to the amounts and times of payment of calls on their shares.
- 10.7 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 14 days' notice requiring payment of the amount unpaid together with any interest which may have accrued and any expenses which may have been incurred by the Company in respect thereof. The notice shall name the place 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.
- 10.8 If a notice referred to in the preceding article is not complied with any share in respect of which it was given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 10.9 A forfeited share may be sold re-allotted or otherwise disposed of on such terms and in such a manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale re-allotment or other 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 to that person.

- 10.10 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, if any, for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or at such rate as the directors may determine from the date of forfeiture and all expenses until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 10.11 A declaration under oath by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) 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 consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

11 Transfer of shares

- 11.1 The instrument of transfer of a share may be in any usual or other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the shares are fully paid, by or on behalf of the transferee.
- 11.2 Subject to Article 34.2(d), the directors may, without assigning any reasons therefor, refuse to register the transfer of a share (whether fully paid or not):
- (a) to a person of whom they do not approve;
 - (b) on which the Company has a lien;
 - (c) unless the instrument of transfer is lodged at the office or at such other place as the directors may appoint and is accompanied by any certificates for the shares to which it relates and such other evidence as the directors may require to show the right of the transferor to make the transfer;
 - (d) unless it is in respect of only one class of shares;
 - (e) to a person who is a minor or is otherwise under a legal disability;
 - (f) unless it is in favour of not more than four transferees; or
 - (g) otherwise as the directors may, in their absolute discretion, determine.
- 11.3 If the directors refuse to register a transfer of a share they shall, within two months after the date on which the instrument of transfer was lodged with the Company, send to the transferor and the transferee notice of the refusal.

- 11.4 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the directors may determine.
- 11.5 No fee shall be charged for the registration of any instrument of transfer or, subject as otherwise provided in these articles, any other document relating to or affecting the title to any share.
- 11.6 The Company shall be entitled to retain any instrument of transfer which is registered but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

12 Transmission of shares

- 12.1 If a member dies, the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing contained in these articles shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
- 12.2 A person becoming entitled to a share in consequence of the death, bankruptcy or incapacity of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to make such transfer thereof as the deceased, bankrupt or incapacitated member could have made. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to transfer the share he shall execute an instrument of transfer of the share to the transferee. All of the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death, bankruptcy or incapacity of the member had not occurred.
- 12.3 A person becoming entitled to a share in consequence of the death, bankruptcy or incapacity of a member shall have the rights to which he would be entitled if he were the holder of the share except that he shall not before being registered as the holder of the share be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

13 Alteration of share capital

- 13.1 The Company may by ordinary resolution:
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the memorandum or these articles, so, however, that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;

- (c) cancel any shares which at the date of the passing of the resolution have not been taken up or agreed to be taken up by any person and diminish the amount of its share capital by the amount of the shares so cancelled;
- (d) convert all or any of its shares, the nominal amount of which is expressed in a particular currency or former currency, into shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than three significant figures) current on the date of the resolution or on such other dates as may be specified therein;
- (e) where its share capital is expressed in a particular currency or former currency, denominate or redenominate it, either by expressing its amount in units or subdivisions of that currency or former currency, or otherwise.

13.2 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, in their absolute discretion, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Law, the Company) and distribute the net proceeds of sale in due proportion among those members. The directors may authorise some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

14 General meetings

14.1 All general meetings other than annual general meetings shall be called extraordinary general meetings. All general meetings may be held at any place in Guernsey or elsewhere.

14.2 The board may call general meetings and on the requisition of members pursuant to the provisions of the Law shall forthwith proceed to convene a general meeting within 21 days after the receipt of the requisition in accordance with the Law to be held on a date not more than 28 days after the date of the notice convening the meeting. If there are not sufficient directors to call a general meeting, any director or any member of the Company may call such a meeting.

15 Notice of general meetings

15.1 Any general meeting shall be called by at least ten days' notice. A general meeting may be deemed to have been duly called by shorter notice if it is so agreed by all the members entitled to attend and vote thereat.

15.2 Subject to the provisions of these articles and to any restrictions imposed on any shares the notice shall be given to all the members, to all persons entitled to a share in consequence of the death bankruptcy or incapacity of a member where the Company has been notified of his entitlement and to every director .

15.3 The notice of meeting may also specify a time (which shall not be more than 48 hours before the time fixed for the meeting not taking into account non-working days) by which a

person must be entered on the register of members in order to have the right to attend or vote at the meeting or appoint a proxy to do so. Changes to entries on the register of members after the time so specified in the notice shall be disregarded in determining the rights of any person to so attend or vote.

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

16 Proceedings at general meetings

- 16.1 No business, other than the appointment of a chairman, may be transacted at any meeting unless the requisite quorum is present in accordance with the Law.
- 16.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened by or upon the requisition of members, shall be dissolved. If otherwise convened, it shall stand adjourned to the same day in the next week at the same time and place or such other day, time and place as the chairman may determine. If at such an adjourned meeting a quorum is not present within five minutes from the time appointed for the holding of the meeting, those members present in person or by proxy shall be a quorum.
- 16.3 At any general meeting, the chairman of the board or, if he is absent or unwilling, one of the other directors who is appointed for that purpose by the board or (failing appointment by the board) by the members present, shall preside as chairman of the meeting. If none of the directors are present or are present but unwilling to preside, the members present and entitled to vote shall choose one of their number to preside as chairman of the meeting.
- 16.4 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for seven days or more, at least seven days' notice shall be given specifying the day, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 16.5 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Law, a poll may be demanded:
- (a) by the chairman; or
 - (b) by at least two members having the right to vote on the resolution; or
 - (c) by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

- 16.6 Unless a poll is duly demanded (and not subsequently withdrawn) a declaration by the chairman that a resolution has or has not been passed or has been passed with a particular majority or an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 16.7 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman; a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 16.8 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a day, time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 16.9 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 casting vote in addition to any other vote he may have.
- 16.10 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 either forthwith or at such day, time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 16.11 No notice need be given of a poll not taken forthwith if the day, time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice shall be given specifying the day, time and place at which the poll is to be taken.

17 Votes of members

- 17.1 Subject to any rights or restrictions attached to any shares:
- (a) on a show of hands every member present in person or by proxy shall have one vote; and
 - (b) on a poll every member who is present in person or proxy shall be entitled to one vote in respect of each share in the Company held by them.
- 17.2 There shall be no requirement to make available for inspection at any time during a meeting a list of names, addresses and shareholdings of members.
- 17.3 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members in respect of the relevant share.

- 17.4 A member in respect of whom an order has been made by any court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorder may vote, whether by a show of hands or by a poll, by his receiver, curator or other person authorised in that behalf appointed by that court, and any such receiver, curator or other person may vote by proxy. Evidence to the satisfaction of the board of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with these articles for the deposit of instruments of proxy, before the time appointed for holding the meeting or adjourned meeting or on the holding of the poll at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 17.5 Unless the board otherwise decides, no member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all calls and other sums presently payable by him in respect of that share have been paid.
- 17.6 No objection shall be raised to the entitlement of any person to vote as he did except at the meeting or adjourned meeting or poll at which the vote objected to is or may be tendered, and every vote not disallowed at the meeting or poll shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 17.7 A member may appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. A proxy need not be a member. A member may appoint more than one proxy to attend on the same occasion, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him. Where two or more valid but differing appointments of proxy are delivered or received for the same share for use at the same meeting, the one which is last validly delivered or received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other or others as regards that share. If the Company is unable to determine which appointment was last validly delivered or received, none of them shall be treated as valid in respect of that share unless the directors otherwise determine. Delivery or receipt of an appointment of proxy does not prevent a member attending and voting in person at the meeting or an adjournment of the meeting or on a poll.
- 17.8 An instrument appointing a proxy shall be in any usual form, or as approved by the directors including in electronic form, and shall be executed by or on behalf of the appointor or in either case otherwise authenticated in such manner as the directors may determine, including by electronic means. The directors may require such evidence as they consider necessary to determine and verify (a) the identity of the member and the proxy; and (b) where the proxy is appointed by a person acting on behalf of the member, the authority of that person to make the appointment.
- 17.9 Subject to the following articles, the instrument appointing a proxy and any reasonable evidence required by the directors under article 17.8, must be delivered so that it is received by the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote. They must be delivered in either of the following ways:

- (a) in the case of an instrument in hard copy form, it must be delivered to the office or such other place as is specified for that purpose in the notice of meeting or in the instrument of proxy sent by the Company in relation to the meeting (a '**proxy notification address**');
 - (b) in the case of an instrument of proxy sent by electronic means, where the Company has given an electronic address (a '**proxy notification electronic address**') in the notice calling the meeting or in the instrument of proxy, it must be received at such proxy notification electronic address.
- 17.10 In the case of a poll taken more than 48 hours after it is demanded, the instrument appointing a proxy and any reasonable evidence required by the directors under article 17.8 must be delivered as required under Article 17.9 not less than 24 hours before the time appointed for the taking of the poll.
- 17.11 If the form of appointment of proxy is not delivered on time, it is invalid.
- For so long as the same is required under the Law, in calculating the periods in this article, no account shall be taken of any part of a day which is not a working day.
- 17.12 The directors may decide either generally or in a specific case, to treat a proxy appointment as valid notwithstanding that the appointment or any information required under article 17.8 has not been received in accordance with the requirements of these articles. Subject to the foregoing, if the proxy appointment and any of the information required under article 17.8 is not received in the manner set out in article 17.9, the appointee shall not be entitled to vote in respect of the shares in question.
- 17.13 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place as has been appointed for the deposit of instruments of proxy before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 17.14 A meeting of members may be held notwithstanding that such members may not be in the same place if a member is, by any means, in communication with one or more other members so that each member participating in the communication can hear or read what is said or communicated by each of the others, each member so participating is deemed to be present at a meeting with the other members so participating and any such meeting shall be deemed to be held in the place in which the chairman of the meeting is present.

18 Corporations acting by representatives

Any corporation which is a member of the Company may, by resolution of its board or other governing body, authorise such person or persons as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual

member of the Company. A corporation present at any meeting by such representative shall be deemed for the purposes of these articles to be present in person.

19 Resolutions in writing

- 19.1 Anything that may be done by resolution passed at a general meeting of the Company or at a meeting of the holders of any class of shares in the Company may be done by resolution in writing in accordance with the provisions of the Law. A resolution in writing may be executed in one or more counterparts.
- 19.2 Subject to the Law a resolution proposed as a written resolution may specify a date and time (whether greater or lesser than any period for the time being specified by the Law) by which the proposed written resolution lapses if it has not been passed by the requisite majority of eligible members. No instrument received or signature appended thereto after such time shall be counted.
- 19.3 The accidental omission to give notice of any proposed resolution in writing to, or the non-receipt of notice of a resolution in writing by, any person entitled to receive notice shall not invalidate any resolution or any proposed resolution.

20 Number of directors

Subject to the Law, unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum and the minimum number shall be one.

21 Alternate directors

- 21.1 Any director (other than an alternate director) may appoint any other director, or any other person, to be an alternate director and may remove from office an alternate director so appointed by him.
- 21.2 An alternate director shall be entitled to attend, be counted towards a quorum and vote at any meeting of directors and at any meeting of committees of directors of which his appointor is a member 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 but shall not be entitled to receive any remuneration from the Company for his services as an alternate director.
- 21.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director.
- 21.4 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.
- 21.5 Save as otherwise provided in these articles, 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 he shall not be deemed to be the agent of the director appointing him.

22 Powers of directors

- 22.1 Subject to the provisions of the Law, the memorandum and these articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company in any part of the world. 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. The powers given by this article shall not be limited by any special power given to the directors by these articles and a meeting of directors at which a quorum is present may exercise all the powers exercisable by the directors. Where a director is the sole director of the Company he shall have and may exercise all the powers and authorities in and over the affairs of the Company as by these articles are conferred on the directors.
- 22.2 Subject as hereinafter provided, the directors may exercise all the powers of the Company to borrow or raise money (including the power to borrow for the purpose of redeeming shares) and secure any debt or obligation of or binding on the Company in any manner including by the issue of debentures (perpetual or otherwise) and to secure the repayment of any money borrowed raised or owing by mortgage charge pledge or lien upon the whole or any part of the Company's undertaking property or assets (whether present or future) and also by a similar mortgage charge pledge or lien to secure and guarantee the performance of any obligation or liability undertaken by the Company or any third party.
- 22.3 The directors may, by power of attorney (signed in such a manner as the directors may determine), or otherwise, appoint any person, either generally or in respect of any specific matter, to represent the Company, act in its name and execute documents on its behalf.

23 Delegation of directors' powers

The directors may delegate any of their powers to any committee consisting of one or more directors and (if thought fit) one or more other persons. They may also delegate to any managing director or any other director (whether holding any other executive office or not) such of their powers as they consider desirable to be exercised by him. 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 shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

24 Appointment and retirement of directors

- 24.1 Subject to the Law and these articles, the directors shall have power at any time, and from time to time, without sanction of the Company in general meeting, to appoint any person to be a director, either to fill a casual vacancy or as an additional director. Any director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-appointment.
- 24.2 Subject to the Law and these articles, the Company may by ordinary resolution:
- (a) appoint any person as a director; and

- (b) remove any person from office as a director.

There shall be no requirement for the appointment or removal of two or more directors to be considered separately.

24.3 A person must not be appointed a director unless he has in writing consented to being a director of the Company and declared that he is not ineligible under the Law.

24.4 A director may resign from office as a director by giving notice in writing to that effect to the Company at its registered office, which notice shall be effective upon such date as may be specified in the notice, failing which upon delivery to the registered office.

25 Disqualification and removal of directors

25.1 The office of a director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of or he ceases to be eligible to be a director in accordance with the Law; or
- (b) he has his affairs declared "en désastre", becomes bankrupt or makes any arrangement or composition with his creditors generally or otherwise has any judgement executed on any of his assets; or
- (c) an order is made by a court having jurisdiction (whether in Guernsey or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator or other person to exercise powers with respect to his property or affairs; or
- (d) he dies; or
- (e) he resigns his office by notice to the Company; or
- (f) the Company so resolves by ordinary resolution; or
- (g) the other directors request him to resign in writing.

26 Remuneration of directors

Unless otherwise determined by the Company by ordinary resolution, the directors shall be entitled to such remuneration as the directors may from time to time determine and, unless such determination provides otherwise, the remuneration shall be deemed to accrue from day to day.

27 Directors' expenses

The directors may 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 or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

28 Directors' appointments and interests

- 28.1 Subject to the provisions of the Law, the directors may appoint one or more of their number to the office of managing director or to any other executive office in the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the Company.
- 28.2 Subject to and in accordance with the Law, a director must, upon becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose that fact to the directors.
- 28.3 For the purposes of the preceding article a general disclosure given to the directors to the effect that a director has an interest (as director, officer, employee, member or otherwise) in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party shall be deemed to be sufficient disclosure of his interest in any such transaction or arrangement.
- 28.4 Without limitation to the provisions of the Law, provided that he has disclosed his interests in accordance with the preceding two articles, a director, notwithstanding his office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;
 - (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
 - (d) 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 though he were not a director of the Company.

29 Directors' gratuities and pensions

The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or who was dependent on him, and may (as well before as after he

ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

30 Proceedings of directors

- 30.1 Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. Questions arising at a meeting shall be decided by a majority of votes. 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 to a separate vote for each director for whom he acts as alternate in addition to his own vote.
- 30.2 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two except where a director is the sole director of the Company, in which case the quorum shall be one. A person who is an alternate director shall be counted in the quorum and any director acting as an alternate director shall also be counted as one for each of the directors for whom he acts as alternate.
- 30.3 Any director enabled to participate in the proceedings of a meeting by means of a communication device (including a telephone) which allows all of the other directors present at such meeting to hear or read what is said or communicated by such director at all times and such director to hear or read what is said or communicated by all other directors present at such meeting at all times (in each case whether in person or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum. A meeting of directors conducted in accordance with this provision shall, subject to a resolution of the directors, be deemed to be held in the place where the chairman of the meeting is present. The continuing directors or the only continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
- 30.4 The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- 30.5 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 30.6 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by

one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

30.7 A director may vote in respect of any transaction, arrangement or proposed transaction or arrangement in which he has an interest which he has disclosed in accordance with these articles and, if he does vote, his vote shall be counted, and he shall be counted towards a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the directors for consideration.

30.8 Where proposals are under consideration concerning the appointment of two or more directors to offices or employment with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

31 Company Secretary

31.1 The Company may from time to time, but is not obliged to, appoint a secretary and subject to the provisions of the Law a director or other person may act as secretary, if one is appointed.

31.2 The functions of the Company secretary are those listed in section 171(a) – (e) of the Law and the Company secretary has a duty to take reasonable steps to ensure these are carried out.

32 Seals

32.1 The common seal (if any) shall only be used by the authority of the directors or of a committee of directors authorised by the directors.

32.2 Subject to the provisions of the Law the directors may determine to have an official seal for use in any country territory or place outside the Island of Guernsey, which shall be a facsimile of the common seal of the Company. Any such official seal shall in addition bear the name of every territory district or place in which it is to be used.

32.3 The directors may determine who shall sign any instrument to which the common seal or any official seal is affixed and, in respect of the common seal, unless otherwise so determined such instrument shall be signed by a director and by a secretary or by a second director. A person affixing the common seal or any official seal to any instrument shall certify thereon the date upon which and the place at which it is affixed.

33 Dividends or Distributions

33.1 The Company may reduce its share capital by way of distribution of amounts standing to any capital account of the Company or otherwise as the directors may determine.

33.2 Subject to the provisions of the Law, the Company may by ordinary resolution declare a dividend or distribution to be paid to members according to their respective rights and

interests, but no dividend or distribution shall exceed the amount recommended by the directors.

- 33.3 Subject to the provisions of the Law, the directors may pay an interim dividend or distribution if it appears to them that it is justified by the assets of the Company.
- 33.4 If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The directors may also pay, at intervals settled by them, any dividend payable at a fixed rate if it appears to them that the assets of the Company justify the payment. Provided the directors act in good faith, they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
- 33.5 Except as otherwise provided by the rights attached to shares, all dividends or other distributions shall be declared and paid according to the amounts paid up on shares on which the dividend or other distribution is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend or other distribution is paid, but, 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.
- 33.6 A general meeting declaring a dividend or distribution may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
- 33.7 Any dividend or other moneys payable in respect of a share may be paid by electronic transfer or cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of the one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct (and in default of which direction to that one of the persons jointly so entitled as the directors shall in their absolute discretion determine). Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
- 33.8 The directors may deduct from any dividend or other moneys, payable to any member on or in respect of a share, all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

- 33.9 No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
- 33.10 Any dividend which has remained unclaimed for ten years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.

34 Security Interests

- 34.1 For the purpose of these Articles a share of the Company which is for the time being the subject of a security interest created pursuant to the Security Interests (Guernsey) Law, 1993 (as amended) is herein referred to as a **Secured Share** and the party in favour of which such security interest has been created is referred to as a **Secured Party** in respect of such share or shares of the company.
- 34.2 Notwithstanding any other provision of these Articles the following provisions shall apply to any and all Secured Shares;
- (a) any and all Secured Shares are free and exempt from any lien, and the lien provisions contained in these Articles;
 - (b) the Company shall not be entitled to cancel, re-allot or sell a Secured Share;
 - (c) the Directors shall not be entitled to declare any Secured Share forfeit;
 - (d) the Directors shall not be entitled to refuse to register any transfer of a Secured Share to and/or by a Secured Party (including any transfer to a Secured Party's nominee) and the provisions of Article 11.2 will not apply to any Secured Share;
 - (e) the Directors shall not require evidence to show or prove (i) the right or title of a Secured Party to a Secured Share, or (ii) the right of a Secured Party to make any transfer of a Secured Share; and
 - (f) the registration of the transfer of a Secured Share shall not be prevented during any period of suspension pursuant to Article 11.4 and shall be registered by the Directors immediately upon receipt of any instrument of transfer relating to such Secured Share duly executed for or on behalf of a Secured Party.

35 Capitalisation of profits

- 35.1 The directors may with the authority of an ordinary resolution of the Company:
- (a) subject as hereinafter provided, resolve to capitalise any undistributed assets of the Company not required for paying any preferential dividend;
 - (b) appropriate the sum resolved to be capitalised to the members in proportion to the amounts of the shares (whether or not fully paid) held by them respectively which would entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were distributable and apply such sum on their behalf either in or towards paying up the amounts (if any) for the time being unpaid on any shares

held by them respectively, or in paying up in full unissued shares or debentures of the Company in an amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other;

- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this article in fractions; and
- (d) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

36 Accounts and audit

- 36.1 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by the Law or authorised by the directors or by these articles.
- 36.2 The Company may appoint auditors to examine the accounts and report (where one is required in accordance with the Law) thereon in accordance with the Law.

37 Notices

- 37.1 Any notice to be given to or by any person pursuant to these articles shall be in writing except that a notice calling a meeting of the directors or a committee of directors need not be in writing.
- 37.2 The Company may send, deliver or serve any notice or other document to a member either:
 - (a) personally;
 - (b) by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address;
 - (c) by transmitting it by facsimile to the facsimile number last notified to the Company by the member or that member's relevant electronic address; or
 - (d) by transmitting it by electronic means (other than by transmission by facsimile) to that member's relevant electronic address from time to time held by the Company for that member or by means of a website in accordance with the Law, unless, in the case of transmission by means of a website, such member notifies the Company otherwise and unless and until the Company receives such notice.
- 37.3 In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

- 37.4 A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 37.5 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from which he derives his title.
- 37.6 Service of any notice by post shall be proved by showing the date of posting, the address thereon and the fact of prepayment. A notice sent by post shall, unless the contrary is shown, be deemed to have been received:
- (a) in the case of a notice sent to an address in the United Kingdom, the Channel Islands or the Isle of Man, on the second day after the day of posting; and
 - (b) in the case of a notice sent elsewhere, on the third day after the day of posting;
- excluding in each case, for so long as the same is required under the Law, any day which is not a working day in Guernsey. Any notice sent by facsimile or by electronic means shall be deemed to be received immediately after it was transmitted, unless the contrary is shown.
- 37.7 A notice may be given by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a member by sending or delivering it, in any manner authorised by these articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or curator of the member or by any like description at the address, if any, supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death, bankruptcy or incapacity had not occurred. If more than one person would be entitled to receive a notice in consequence of the death, bankruptcy or incapacity of a member, notice given to any one of such persons shall be sufficient notice to all such persons.

38 Winding up

If the Company is wound up the Company may, with the sanction of a special resolution and any other sanction required by the Law, divide the whole or any part of the assets of the Company among the members in specie, and the liquidator or, where there is no liquidator, the directors, 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 and, with the like sanction, may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he or they may determine, but no member shall be compelled to accept any assets upon which there is a liability.

39 Indemnity

- 39.1 Without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a director, alternate director or secretary and their respective heirs and executors shall be fully indemnified in so far as the Law allows, out of the assets and profits of the Company from and against all actions, expenses and liabilities which they or their

respective heirs or executors may incur by reason of any contract entered into or any act in or about the execution of their respective offices or trusts, except such (if any) as would otherwise attach to them in connection with any negligence, default, breach of duty or breach of trust in relation to the Company and none of them shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipt for the sake of conformity or for any bankers or other person with whom any moneys or assets of the Company may be lodged or deposited for safe custody or for any bankers or other persons into whose hands any money or assets of the Company may come or for any defects of title of the Company to any property purchased or for insufficiency or deficiency of or defect in title of the Company to any security upon which any moneys of the Company shall be placed out or invested or for any loss, misfortune or damage resulting from any such cause as aforesaid or which may happen in or about the execution of their respective offices or trusts except should the same happen by or through their own negligence, default, breach of duty or breach of trust in relation to the Company, provided that this article shall be deemed not to provide for, or entitle any person to, indemnification to the extent that it would cause this article, or any part of it, to be treated as void under the Law.

- 39.2 Without prejudice to any other provisions of these articles, the directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was a director, alternate director, secretary or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect), indemnifying him against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company, (including, without prejudice to the generality of the foregoing, insurance against any costs, charges, expenses, losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and discretions and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such other body).

40 Inspection of records

- 40.1 Subject to the Law, a director shall be entitled at any time to inspect the register of members, any register of secretaries the minutes of proceedings at general meetings, the minutes of proceedings at directors' meetings, the register of directors the index of members (if any), copies of all resolutions of members passed otherwise than at general meetings and the accounting records.
- 40.2 Subject to the Law, a member shall be entitled to inspect the register of members, the minutes of proceedings at general meetings, the register of directors, any register of secretaries and the index of members (if any) and copies of all resolutions of members passed otherwise than at general meetings.
- 40.3 The rights of inspection shall be exercisable during ordinary business hours.