
BYE-LAWS
of
EPE SPECIAL OPPORTUNITIES LIMITED

1. [RESERVED]

2. INTERPRETATION

2.1 In these Bye-laws, unless the context otherwise requires, the following expressions have the following meanings:

“**Act**” means the Companies Act 1981

“**Alternate Director**” means an alternate director appointed in accordance with these Bye-laws

“**approved transfer**” means, in relation to any shares held by a member: (a) a transfer by way of or pursuant to a takeover offer for the Company (within the meaning of section 974 of the UK Act); (b) a transfer in consequence of a sale made through a recognised investment exchange (as defined in section 285 of the UK Financial Services and Markets Act 2000) or any other stock exchange outside the United Kingdom on which the Company’s shares are normally traded; or (c) a transfer which is shown to the satisfaction of the Board to be made in consequence of a sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares

“**Auditors**” means the auditors for the time being of the Company or, in the case of joint auditors, any one of them

“**bankruptcy**” means any state of bankruptcy, insolvency, winding-up, administration, administrative receivership or similar status under the laws of any jurisdiction and includes all the meanings ascribed to the terms “winding-up” or “liquidation” in the Act

“**Board**” means the board of Directors (including, for the avoidance of doubt, a sole Director) appointed or elected pursuant to these Bye-laws and acting by resolution in accordance with the Act and these Bye-laws or the Directors present at a meeting of Directors at which there is a quorum

“**these Bye-laws**” means these Bye-laws as originally adopted or altered or varied from time to time (and “**Bye-law**” means one of these Bye-laws)

“**certificated**” means in relation to a share, a share which is recorded in the Register as being held in a certificated form

“**Chairman**” means the chairman (if any) of the Board or, where the context requires, the chairman of a general meeting of the Company

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

“**Company**” means EPE Special Opportunities Limited

“**Default Notice**” has the meaning given in Bye-law 85.5

“**Default Shares**” has the meaning given in Bye-law 85.5

“**Defaulting Shareholder**” has the meaning given in Bye-law 85.5

“**Depository**” means a custodian or other person (or a nominee for such custodian or other person) appointed under contractual arrangements with the Company or other arrangements approved by the Board whereby such custodian or other person or nominee holds or is interested in shares of the Company or rights or interests in shares of the Company and issues securities or other documents

of title or otherwise evidencing the entitlement of the holder thereof to or to receive such shares, rights or interests, provided and to the extent that such arrangements have been approved by the Board for the purpose of these Bye-laws, and shall include, where approved by the Board, the trustees (acting in their capacity as such) of any employees' share scheme established by the Company or any other scheme or arrangement principally for the benefit of employees or those in the service of the Company and/or its subsidiaries or their respective businesses and the managers (acting in their capacity as such) of any investment or savings plan, which in each case the Board has approved

"Director" means a director for the time being of the Company

"Disclosure Guidance and Transparency Rules" means the UK Disclosure Guidance and Transparency Rules as published by the UK Financial Conduct Authority in force from time to time

"disenfranchisement notice" has the meaning given in Bye-law 88

"DTR 5" has the meaning given in Bye-law 85.2

"execution" includes any mode of execution (and "executed" shall be construed accordingly)

"holder" means (in relation to any share) the member whose name is entered in the Register as the holder or, where the context permits, the members whose names are entered in the Register as the joint holders, of that share

"Information Notice" means a notice served upon a member by the Board requiring such member to disclose to the Board in writing within such period (being not less than 10 days and not more than 30 days from the date of despatch) as may be specified in such notice any of the following information in relation to any or all of shares registered in such member's name at the date of the notice:

- (a) any beneficial interest of any third party in the shares the subject of the notice;
- (b) any other interest of any kind whatsoever which a third party may have in the shares; and
- (c) the identity of any third party having any such interest

"London Stock Exchange" means the London Stock Exchange plc or other principal stock exchange in the United Kingdom for the time being

"member" means a member of the Company or, where the context requires, a member of the Board or of any committee

"notice shares" has the meaning given in Bye-law 88

"Office" means the registered office for the time being of the Company

"Ordinary Share" means an ordinary share in the capital of the Company

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

"Participating Security" means a share or class of shares or a renounceable right of allotment of a share, title to which is permitted to be transferred by means of an Uncertificated System in accordance with the Uncertificated Regulations

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

"Prohibited Person" means any person, as determined by the Board, to whom a sale or transfer of shares:

- (a) would be in breach of the laws or requirements of any jurisdiction or governmental authority;
- (b) may cause the Company to be classified as an "investment company" under the United States Investment Company Act of 1940; or
- (c) in circumstances (whether taken alone or in conjunction with other persons or any other circumstances appearing to the Board to be relevant) which, in the opinion of the Board,

might result in the Company and/or the members as a whole incurring any liability to taxation or suffering any other regulatory, pecuniary, legal or material administrative disadvantage that the Company might not otherwise have suffered or incurred,

and for this purpose U.S. Persons without the consent of the Board are Prohibited Persons

“**recognised person**” means a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange which is designated as such pursuant to section 285 of the UK Financial Services and Markets Act 2000 (an Act of Parliament)

“**Register**” means the register of members of the Company including, as the case may be, any overseas branch register kept pursuant to the Act

“**Register of Substantial Interests**” has the meaning given in Bye-law 86.1

“**Resident Representative**” means any person appointed to act as resident representative and includes any deputy or assistant resident representative

“**Secretary**” means the secretary for the time being of the Company, if any, or any other person appointed to perform any of the duties of the secretary of the Company including a joint, temporary, assistant or deputy secretary

“**share**” means a share of the Company

“**Treasury Share**” means a share of the Company that was or is treated as having been acquired and held by the Company and has been held continuously by the Company since it was so acquired and has not been cancelled

“**uncertificated**” means in relation to a share, a share which is recorded in the Register as being held in uncertificated form for the purpose of trading via an Uncertificated System and references in these Bye-laws to a share being held in uncertificated form shall be construed accordingly

“**Uncertificated System**” means a relevant system as defined in the Uncertificated Regulations (and including, in particular, at the date of adoption of these Bye-laws, the UK CREST system)

“**Uncertificated Regulations**” means the UK Uncertificated Securities Regulations 2001

“**United Kingdom**” or “**UK**” means Great Britain and Northern Ireland

“**Unsecured Loan Notes**” means the unsecured loan notes issued by the Company prior to the date of adoption of these Bye-laws

“**UK Act**” means the UK Companies Act 2006, including any statutory modification or re-enactment thereof for the time being in force

“**U.S. Person**” shall have the meaning given in Regulation S of the Securities Act of 1933 (“**1933 Act**”) which currently defines a “U.S. Person” as:

- (a) any natural person resident in the United States;
- (b) any partnership or corporation organised or incorporated under the laws of the United States;
- (c) any estate of which any executor or administrator is a U.S. Person;
- (d) any trust of which any trustee is a U.S. Person;
- (e) any agency or branch of a foreign entity located in the United States;
- (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person;
- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or, if an individual, resident in the United States; or
- (h) any partnership or corporation if:

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- (i) organised or incorporated under the laws of any foreign jurisdiction; and
 - (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the 1933 Act) who are not natural persons, estates or trusts

“**withdrawal notice**” has the meaning given in Bye-law 89

“**writing or written**” means and includes printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words in a legible and non-transitory form

2.2 Unless the context otherwise requires:

- (a) words in the singular include the plural, and vice versa;
- (b) words importing the masculine gender include the feminine gender; and
- (c) a reference to a person includes a body corporate and an unincorporated body of persons.

2.3 Words or expressions contained in these Bye-laws which are not defined in Bye-law 2.1 but are defined in the Act or the UK Act (or if defined in both, in the Act) have the same meaning as in the Act or the UK Act as the case may be (but excluding any modification of the Act or the UK Act not in force at the date of adoption of these Bye-laws) unless inconsistent with the subject or context.

2.4 Words or expressions contained in these Bye-laws which are not defined by or pursuant to these Bye-laws but are defined in the Uncertificated Regulations have the same meaning as in the Uncertificated Regulations (but excluding any modification of the Uncertificated Regulations not in force at the date of adoption of these Bye-laws) unless inconsistent with the subject or context.

2.5 Subject to the preceding two paragraphs, references to any provision of any legislation or enactment (including any statute, order, regulation or rules), whether of Bermuda or the United Kingdom or otherwise, include any modification or re-enactment of that provision for the time being in force.

2.6 References to United Kingdom statutes, ordinances, regulations or any other instruments or legislation having the force of law therein shall be interpreted as if the Company was incorporated in the United Kingdom and subject to such provisions, to the extent the same does not contravene the Act or any other law of Bermuda.

2.7 The headings are inserted for convenience only and shall not affect the construction of these Bye-laws.

3. FORM OF RESOLUTION

In these Bye-laws, any reference to a special resolution shall be to a resolution passed or requiring to be passed by a majority of not less than two-thirds of such members as, being entitled so to do, vote in person (or, being a corporation, by representative) or by proxy, at a general or class meeting (as the case may be); otherwise, any reference in these Bye-laws to a resolution or an ordinary resolution shall be a reference to a resolution requiring to be passed by a majority of not less than half of such members as, being entitled so to do, vote in person (or, being a corporation, by representative) or by proxy, at a general or class meeting (as the case may be).

4. WRITTEN RESOLUTION

4.1 Subject to these Bye-laws, anything which may be done by resolution of the Company in general meeting or by resolution (including a special resolution) of a meeting of any class of the members may be done without a meeting by written resolution in accordance with this Bye-law.

4.2 Notice of a written resolution shall be given, and a copy of the resolution shall be circulated to all members who would be entitled to attend a meeting and vote thereon. The accidental omission to give notice to, or the non-receipt of a notice by, any member does not invalidate the passing of a resolution.

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- 4.3 A written resolution is passed when it is signed by (or in the case of a member that is a corporation, on behalf of) the members who at the date that the notice is given represent such majority of votes as would be required if the resolution was voted on at a meeting of members at which all members entitled to attend and vote thereat were present and voting in person or by proxy.
- 4.4 A resolution in writing may be signed in any number of counterparts.
- 4.5 A resolution in writing made in accordance with this Bye-law is as valid as if it had been passed by the Company in general meeting or by a meeting of the relevant class of members, as the case may be, and any reference in any Bye-law to a meeting at which a resolution is passed or to members voting in favour of a resolution shall be construed accordingly.
- 4.6 A resolution in writing made in accordance with this Bye-law shall constitute minutes for the purposes of the Act.
- 4.7 This Bye-law shall not apply to:
- (a) a resolution passed to remove an Auditor from office before the expiration of his term of office; or
 - (b) a resolution passed for the purpose of removing a Director before the expiration of his term of office.
- 4.8 For the purposes of this Bye-law, the effective date of the resolution is the date when the resolution is signed by (or in the case of a member that is a corporation, on behalf of) the last member whose signature results in the necessary voting majority being achieved and any reference in any Bye-law to the date of passing of a resolution is, in relation to a resolution made in accordance with this Bye-law, a reference to such date.

5. UNCERTIFICATED SECURITIES

- 5.1 Where, in accordance with this Bye-law 5, any shares or other securities of the Company are issued, transferred, registered or otherwise dealt with in uncertificated form, any references in these Bye-Laws requiring title to shares or other securities to be evidenced by or transferred by reference to share certificates or any other form of written instrument shall not apply and the holding, transfer, recording of title to and, registration of, uncertificated securities issued by the Company will be governed by reference to the provisions of this Bye-Law.
- 5.2 Nothing in these Bye-Laws shall preclude any share or other security of the Company from being issued, held, registered, converted, transferred or otherwise dealt with in an uncertificated form in accordance with the Uncertificated Securities Regulations and any rules or requirements laid down from time to time by the UK CREST system or any other Uncertificated System, and the Board may adopt (and each member shall hereby be deemed to consent to) any arrangement to permit transfer of the Company's shares or securities (or interests representing such shares or securities) pursuant to the Uncertificated Securities Regulations including, without limitation, transferring any or all of the Company's shares or securities to a depositary whom shall act as nominee for the purpose of issuing depositary interests (or receipts) representing such shares or securities in order to permit trading thereof pursuant to the Uncertificated Securities Regulations.
- 5.3 In relation to any share or other security which is in uncertificated form, these Bye-Laws shall have effect subject to the provisions of the Uncertificated Regulations and (so far as consistent with them) to the following provisions:
- (a) the Company shall not be obliged to issue a certificate evidencing title to shares and all references to a certificate in respect of any shares or securities held in uncertificated form in these Bye-Laws shall be deemed inapplicable to such shares or securities which are in uncertificated form and furthermore shall be interpreted as a reference to such form of evidence of title to uncertificated shares or securities as the Uncertificated Securities prescribe or permit;
 - (b) the registration of title to and transfer of any shares or securities in an uncertificated form shall be effected in accordance with the Uncertificated Regulations and there shall be no requirement for a written instrument of transfer;
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- (c) a properly authenticated dematerialised instrument given in accordance with the Uncertificated Regulations shall be given effect in accordance with the Uncertificated Regulations;
 - (d) any communication required or permitted by these Bye-Laws to be given by a person to the Company may be given in accordance with and in any manner (whether or not in writing) prescribed or permitted by the Uncertificated Regulations;
 - (e) if a situation arises where any provision of these Bye-Laws is inconsistent in any respect with the terms of the Uncertificated Regulations in relation to shares or securities of the Company which are in an uncertificated form then:
 - (i) the Uncertificated Regulations will be given effect thereto in accordance with their terms;
 - (ii) the Board shall have power to implement any procedures they may think fit and as may accord with the Uncertificated Regulations for the recording and transferring of title to shares and securities in uncertificated form and for the regulation of those proceedings and the persons responsible for or involved in their operation; and
 - (iii) the Directors shall have the specific powers to elect, without further consultation with the holders of any shares or securities of the Company (except where such shares or securities are constituted by virtue of some other deed, document or other source), that any single or all classes of shares and securities of the Company become capable of being traded in uncertificated form in accordance with the Uncertificated Regulations on the UK CREST system or any Uncertificated System.

SHARE CAPITAL

6. [RESERVED]

7. VOTING

The holders of shares shall be entitled to receive notice of and to attend general meetings of the Company. Subject to the restrictions in these Bye-laws and subject to any special rights or restrictions for the time being attached to any class of shares, every holder of Ordinary Shares who is present in person (or, being a corporation, by representative) at a general meeting on a show of hands has one vote and, on a poll, every such holder who is present in person (or, being a corporation, by representative) or by proxy has one vote in respect of each Ordinary Share held.

8. INCOME

Subject to these Bye-laws, the Ordinary Shares shall otherwise rank *pari passu* in all respects as amongst themselves and shall carry the same rights as amongst themselves, including as to participation in the profits of the Company.

9. WINDING UP OR OTHER RETURN OF CAPITAL

The surplus assets available for members shall be paid to the holders of Ordinary Shares in proportion to the number of Ordinary Shares held.

10. ALLOTMENT

Unissued shares at the date of adoption of these Bye-laws and any shares hereafter created shall be at the disposal of the Board, which may allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of them or rights to subscribe for or convert any security into shares to such persons (including the Directors themselves), at such times and generally on such terms and conditions as the Board may decide, provided that no share shall be issued at a discount.

11. REDEEMABLE PREFERENCE SHARES

Subject to the Act and to any shares expressly being non-redeemable as a term of their issue, any preference shares may be issued or converted into shares that may be redeemed for any consideration; the process for redemption of such shares shall be determined by the Directors in their absolute discretion.

12. POWER TO ATTACH RIGHTS

Subject to the Act and to any special rights for the time being attached to any existing shares, the Board may, if so authorised by a resolution of the Company, allot or issue shares that have attached to them such preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, transfer, return of capital or otherwise, as the Board may determine.

13. [RESERVED]

14. COMMISSION AND BROKERAGE

The Company may pay commissions or brokerage to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company to the full extent permitted by the Act. Subject to the provisions of the Act, any such commission or brokerage may be satisfied by the payment of cash, the allotment of fully or partly paid shares, the grant of an option to call for an allotment of shares or any combination of such methods.

15. EQUITABLE CLAIMS NOT TO BE RECOGNISED

The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound to recognise any equitable claim or other claim to, or interest in, such share on the part of any other person.

16. RENUNCIATION OF SHARES

Subject to the provisions of the Act and of these Bye-laws, the Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder recognise a renunciation of it by the allottee in favour of some other person and may accord to any allottee of a share the right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.

SHARE CERTIFICATES

17. RIGHT TO CERTIFICATES

- 17.1 On becoming the holder of any certificated share every person shall be entitled without charge to have issued within two months after allotment or 14 days after lodgement of a transfer (unless the terms of issue of the shares provide otherwise or the transfer is one which the Company is for any reason entitled to refuse to register and does not register) one certificate for all the certificated shares of any one class registered in their name and to a separate certificate for each class of certificated shares so registered. Such certificate shall specify the number, class and distinguishing numbers (if any) of the shares in respect of which it is issued and the amount or respective amounts paid up on them and shall be issued either under the seal (which may be affixed to it or printed on it) or in such other manner having the same effect as if issued under a seal and, having regard to the rules and regulations applicable to the appointed stock exchange to which the Company's shares are admitted, as the Board may approve.
 - 17.2 If and so long as all the issued shares of the Company or all the issued shares of a particular class are fully paid up and rank *pari passu* for all purposes then none of those shares shall bear a distinguishing number. In all other cases each share shall bear a distinguishing number.
 - 17.3 The Company shall not be bound to issue more than one certificate in respect of certificated shares held jointly by two or more persons. Delivery of a certificate to the person first named on the register shall be sufficient delivery to all joint holders.
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17.4 Where a member (other than a recognised person) has transferred part only of the shares comprised in a certificate he shall be entitled without charge to a certificate for the balance of such certificated shares.

17.5 No certificate shall be issued representing certificated shares of more than one class or in respect of shares held by a recognised person.

18. REPLACEMENT CERTIFICATES

18.1 Any two or more certificates representing shares of any one class held by any member may at his request be cancelled and a single new certificate for such shares issued in lieu, subject to the payment of such reasonable fee (if any) as the Board may determine, on surrender of the original certificates for cancellation.

18.2 If any member shall surrender for cancellation a share certificate representing certificated shares held by him and request the Company to issue in lieu two or more share certificates representing such certificated shares in such proportions as he may specify, the Board may, if it thinks fit, comply with such request subject to the payment of such reasonable fee (if any) as it may determine.

18.3 Share certificates may be renewed or replaced on such terms as to provision of evidence and indemnity (with or without security) and to payment of any exceptional out of pocket expenses (including those incurred by the Company in investigating such evidence and preparing such indemnity and security) as the Board may decide, and on surrender of the original certificate (where it is defaced, damaged or worn out), but without any further charge.

18.4 In the case of shares held jointly by several persons, any such request as is mentioned in this Bye-law 18 may be made by any one of the joint holders.

LIEN ON SHARES

19. LIEN ON SHARES NOT FULLY PAID

The Company shall have a first and paramount lien on any of its shares which are not fully paid, but only to the extent and in the circumstances permitted by law. The lien shall also extend to all distributions and other moneys from time to time declared or payable in respect of such share. The Board may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this Bye-law. Unless otherwise agreed, the registration of a transfer of a share shall operate as a waiver of the Company's lien (if any) on that share.

20. ENFORCEMENT OF LIEN BY SALE

20.1 The Company may sell in any manner decided by the Board all or any of the shares subject to any lien at such time or times and in such manner as it may determine, save that no sale shall be made until such time as the moneys in respect of which such lien exists or some part of them are or is presently payable, or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due, or specifying the liability or engagement and demanding payment or fulfilment or discharge of them, and giving notice of intention to sell in default, shall have been served on the holder or the persons (if any) entitled by transmission to the shares and default in payment, fulfilment or discharge shall have been made by him or them for 14 clear days after service of such notice.

20.2 For giving effect to any such sale, the Board may in the case of certificated shares authorise some person to execute an instrument of transfer of the shares sold in the name and on behalf of the holder or the persons entitled by transmission in favour of the purchaser or as the purchaser may direct and in the case of uncertificated shares the Board may take such other steps in the name of the holder as may be necessary to transfer the shares. The purchaser shall not be bound to see to the application of the purchase money in respect of any such sale and 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. Any instrument or exercise shall be effective as if it had been executed or exercised by the holder of, or the person entitled by transmission to, the shares to which it relates.

21. APPLICATION OF PROCEEDS OF SALE

The net proceeds of any sale by the Company of any shares on which it has a lien shall be applied in or towards payment or discharge of the debt or liability in respect of which the lien exists so far as the same is presently payable, and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the person who was the holder of the share immediately before such sale.

CALLS ON SHARES

22. CALLS

Subject to the terms of allotment of shares, the Board may from time to time make calls on the members in respect of any moneys (whether in respect of nominal value or premium) unpaid on the shares or any class of shares held by them respectively and not payable on a date fixed by or in accordance with the terms of issue provided that no call on any share shall be payable within one month from the date fixed for the payment of the last preceding call. Each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made and whether or not by instalments) be liable to pay the amount of every call so made on him as required by the notice. A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed or (as the case may require) any person to whom power has been delegated pursuant to these Bye-laws serves notice of exercise of such power. A call may be revoked or postponed as the Board may decide. A call may be required to be paid by instalments and may before receipt by the Company of any sum due under it be either revoked or postponed in whole or part as regards all or any such members as the Board may determine. A person on whom a call is made shall remain liable notwithstanding the subsequent transfer of the shares in respect of which the call was made.

23. LIABILITY OF JOINT HOLDERS

The joint holders of a share shall be jointly and severally liable for the payment of all calls and any interest, costs and expenses in respect thereof.

24. INTEREST ON CALLS

If the whole of the sum payable in respect of any call is not paid on or before the day appointed for payment, the person from whom it is due and payable shall pay all reasonable costs, charges and expenses that the Company may have incurred by reason of such non-payment together with interest on the unpaid amount from the day appointed for payment thereof to the time of actual payment at the rate fixed by the terms of the allotment of the share or, if no rate is so fixed, at a floating rate calculated at three month intervals from the day appointed for payment at a rate equal to the three-month sterling London Interbank Offered Rate plus eight hundred basis points (compounded on a quarterly basis), as the Board shall determine and specify in the notice of the call. The Board may waive payment of such costs, charges, expenses or interest in whole or in part.

25. RIGHTS OF MEMBER WHEN CALL UNPAID

Unless the Board otherwise determines, no member shall be entitled to receive any dividend or to be present and vote at any general meeting or at any separate meeting of the holders of any class of shares either personally or (save as proxy for another member) by proxy, or be reckoned in a quorum or to exercise any other privilege as a member unless and until he shall have paid all calls for the time being due and payable by him in respect of that share, whether alone or jointly with any other person, together with interest and expenses (if any).

26. SUMS DUE ON ALLOTMENT TREATED AS CALLS

Any sum payable in respect of a share on allotment or at any fixed date whether in respect of the nominal value of the share or by way of premium or as an instalment of a call or otherwise, shall for all purposes of these Bye-laws be deemed to be a call duly made, notified and payable on the date on which, by the terms of allotment or in the notice of call, it becomes payable. If it is not paid, the provisions of these Bye-laws shall apply as if such amount had become due and payable by virtue of a call duly made and notified.

27. POWER TO DIFFERENTIATE

The Board may, at its discretion, make arrangements on the allotment or issue of shares for a difference as between the allottees or holders of such shares in the amount and time of payment of calls.

28. PAYMENT IN ADVANCE OF CALLS

The Board may if it thinks fit receive from any member willing to advance it all or any part of the moneys uncalled and unpaid on the shares held by him. Such payment in advance of calls shall extinguish *pro tanto* the liability on the shares on which it is made. The Company may pay interest on the money paid in advance or so much of it as exceeds the amount for the time being called up on the shares in respect of which such advance has been made at such rate, not exceeding fifteen per cent per annum, as the Board may decide until and to the extent that it would, but for the advance, become payable. The Board may at any time repay the amount so advanced on giving to such member not less than three months' notice in writing of its intention in that regard, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced. No sum paid by any member in advance of calls shall entitle the holder of a share to any portion of a dividend attributable to such sum and subsequently declared in respect of any period prior to the date upon which such sum becomes payable whether by reason of a call or otherwise.

29. DELEGATION OF POWER TO MAKE CALLS

If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Board may delegate on such terms as it thinks fit to the person in whose favour such mortgage or security is executed, or to any other person in trust for him, the power to make calls on the members in respect of such uncalled capital, to sue in the name of the Company or otherwise for the recovery of moneys becoming due in respect of calls so made and to give valid receipts for such moneys. The power so delegated shall subsist during the continuance of the mortgage or security, notwithstanding any change of Directors, and shall be assignable if expressed so to be.

FORFEITURE OF SHARES

30. NOTICE IF CALL NOT PAID

If any member fails to pay the whole of any call or any instalment of any call on or before the day appointed for payment the Board may at any time serve a notice in writing on such member, or on any person entitled to the shares by transmission, requiring payment, on a date not less than 14 clear days from the date of the notice, of the amount unpaid and any interest which may have accrued on it and any reasonable costs, charges and expenses incurred by the Company by reason of such non-payment. The notice shall name the place where the payment is to be made and state that, if the notice is not complied with, the shares in respect of which such call was made will be liable to be forfeited.

31. FORFEITURE FOR NON-COMPLIANCE

If the notice referred to in Bye-law 30 is not complied with, any share in respect of which it was given may, at any time before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared or other moneys payable in respect of the forfeited shares and not paid before the forfeiture, and shall be deemed to occur at the time of the passing of the said resolution of the Board.

32. NOTICE AFTER FORFEITURE

When any share has been forfeited notice of the forfeiture shall be served on the person who was before forfeiture the holder of the share or the person entitled to such share by transmission (as the case may be). An entry of such notice having been given and of the forfeiture with the date of it shall forthwith be made in the Register in respect of such share together with a note that dealings are not permitted in the share. However, no forfeiture shall be invalidated by any omission to give such notice or to make such entry as aforesaid.

33. FORFEITURE MAY BE ANNULLED

The Board may at any time before any share so forfeited has been cancelled or sold, re-allotted or otherwise disposed of annul the forfeiture, on the terms that payment shall be made of all calls and interest due thereon and all expenses incurred in respect of the share and on such further terms (if any) as the Board shall see fit.

34. SURRENDER

The Board may accept a surrender of any share liable to be forfeited under these Bye-laws upon such terms and conditions as may be agreed by it and, subject to any such terms and conditions, a surrendered share shall be treated as if it had been forfeited. In such case, references in these Bye-laws to forfeiture shall include surrender.

35. DISPOSAL OF FORFEITED SHARES

Every share which shall be forfeited may be sold, re-allotted or otherwise disposed of either to the person who was before forfeiture its holder or entitled to it or to any other person on such terms and in such manner as the Board shall determine and, in the case of re-allotment, whether with or without all or any part of the amount previously paid up on the share being treated as so paid up. The Board may, for the purposes of the disposal in the case of certificated shares, authorise some person to transfer the share in question and may enter the name of the transferee in respect of the transferred share in the Register notwithstanding the absence of any share certificate being lodged in respect of it and may issue a new certificate to the transferee in respect of such certificated shares so transferred. An instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of or the person entitled by transmission to the share. In the case of uncertificated shares the Board may take such other steps in the name of the holder as may be necessary to transfer the shares. The Company may, if the Board considers it just and equitable to do so, receive the consideration (if any) given for the share on its disposal.

36. EFFECT OF FORFEITURE

A shareholder whose shares have been forfeited shall cease to be a member in respect of the shares forfeited and shall in the case of a certificated share surrender to the Company for cancellation the certificate for such shares. He shall nevertheless be liable (unless payment is waived in whole or in part by the Directors) to pay to the Company all calls made and not paid on such shares at the time of forfeiture, and interest on them from the date of the forfeiture to the date of payment at the rate at which interest was payable on those amounts before the forfeiture or, if no interest was so payable, at such rate, not exceeding fifteen per cent per annum, as the Board may determine, in the same manner in all respects as if the shares had not been forfeited, and to satisfy all (if any) claims, demands and liabilities which the Company might have enforced in respect of the shares at the time of forfeiture without any reduction or allowance for the value of the shares at the time of forfeiture or for any consideration received on the disposal.

37. EXTINCTION OF CLAIMS

The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the holder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Bye-laws expressly saved, or as are by the Act given or imposed in the case of past members. The forfeiture of a share shall include all dividends and other

payments or distributions declared in respect of the forfeited shares and not paid or distributed before such forfeiture.

38. EVIDENCE OF FORFEITURE

An affidavit in writing that the deponent is a Director of the Company or the Secretary and that a share has been duly forfeited on the date stated in the affidavit shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration (if any) given for the share on the sale, re-allotment or disposition thereof and the Board may authorise a person to transfer the share (or in the case of a share for the time being in uncertificated form to take such other steps in the name of the holder as may be necessary to transfer the share (or any interests representing such shares)) to the person to whom the same is sold, reallocated or disposed of, and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

39. FORM OF TRANSFER

Subject to such of the restrictions of these Bye-laws as may be applicable, each member may transfer all or any of his shares in the case of certificated shares by instrument of transfer in writing in any usual form or in any form approved by the Board or in the case of uncertificated shares without a written instrument in accordance with the Uncertificated Regulations. Any written instrument shall contain the business or residential address of the transferee and be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid up) by or on behalf of the transferee. The transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect of it

40. RIGHT TO REFUSE REGISTRATION

- 40.1 The Board may in its absolute discretion and without giving any reason refuse to register any transfer of a certificated share (or renunciation of a renounceable letter of allotment) unless:
- (a) the transferee has furnished a declaration, in a form satisfactory to the Board, together with such documents as the Board may require for the purposes of anti-money laundering compliance and, if the Board so requires, such other evidence and declarations as to status, residence or otherwise;
 - (b) it is in respect of a share which is fully paid up;
 - (c) it is in respect of a share on which the Company has no lien;
 - (d) it is in respect of only one class of shares;
 - (e) it is in favour of a single transferee or not more than four joint transferees;
 - (f) it is duly stamped (if so required);
 - (g) it is delivered for registration to the Office, or such other person as the Board may from time to time appoint, accompanied (except in the case of a transfer where a certificate has not been required to be issued) by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to prove the title of the transferor and the due execution by him of the transfer or if the transfer is executed by some other person on his behalf, the authority of that person to do so; and
 - (h) the holding of such share would not result in a regulatory, pecuniary, legal, taxation or material administrative disadvantage for the Company or its shareholders as a whole which is not otherwise generally associated with the holding of the Company's shares including, but

not limited to, where such a disadvantage would arise out of the transfer of any share to a Prohibited Person,

and provided that the Board shall not refuse to register any transfer or renunciation of shares which are traded on the London Stock Exchange in circumstances where such refusal would prevent dealings in such shares from taking place on an open and proper basis.

- 40.2 Transfers of shares to a Prohibited Person will not be registered, nor will transfers that have not received all applicable consents, authorisations and permissions of any governmental body or agency in Bermuda.
- 40.3 Transfers of shares will not be registered in the circumstances referred to in Bye-law 88.
- 40.4 The Board shall register a transfer of title to any uncertificated share or the renunciation or transfer of any renounceable right of allotment of a share which is a Participating Security held in uncertificated form in accordance with the Uncertificated Regulations, except that the Board may refuse (subject to any relevant requirements applicable to the recognised investment exchange(s) to which the shares of the Company are admitted) to register any such transfer or renunciation which is in favour of more than four persons jointly or in any other circumstance permitted by the Uncertificated Regulations.
- 40.5 No transfer of any share shall be made:
- (a) to a minor; or
 - (b) to a bankrupt; or
 - (c) to any person who is, or may be, suffering from mental disorder and either:
 - (i) has been admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 (an Act of Parliament) or any similar statute relating to mental health (whether in the United Kingdom, Bermuda or elsewhere); or
 - (ii) an order has been made by any court having jurisdiction (whether in the United Kingdom, Bermuda or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs,

and the Directors shall refuse to register the purported transfer of a share to any such person.

- 40.6 If the transferee of any shares of the Company is a Prohibited Person or the Board otherwise determines that the holding of shares by such transferee would be in breach of any relevant legal or regulatory requirement or would subject the Company to any adverse legal, regulatory or taxation consequences or the Board otherwise determines (in its sole discretion and without being obliged to provide its reasons therefor) that such holding is not in the Company's interests, the Company may direct such transferee to sell his shares to a person who is not a Prohibited Person within 30 days of the notice of refusal and the transferee shall comply with any such direction.

41. NOTICE OF REFUSAL

If the Board refuses to register a transfer of a share it shall, within three months after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferee. Any instrument of transfer which the Board refuses to register shall (except in the case of suspected fraud) be returned to the person depositing it. All instruments of transfer which are registered may be retained by the Company.

42. CLOSING OF REGISTER

The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the Board in its absolute discretion may from time to time determine (subject to (i) the Uncertificated Regulations in the case of any shares of a class which is a Participating Security; and (ii) complying with the notice requirements under the Act).

43. FEES ON REGISTRATION

No fee shall be charged for registration of a transfer or on the registration of any probate, letters of administration, certificate of death or marriage, power of attorney, notice or other instrument relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.

44. Other powers in relation to transfers

Nothing in these Bye-laws shall preclude the Board:

- (a) from recognising a renunciation of the allotment of any share by the allottee in favour of some other person; or
- (b) if empowered by these Bye-laws to authorise any person to execute an instrument of transfer of a share or to authorise any person to transfer that share in accordance with any procedures implemented pursuant to Bye-law 20.

TRANSMISSION OF SHARES

45. ON DEATH

If a member dies the survivors or survivor where he was a joint holder and his executors or administrators where he was a sole or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his shares. Nothing in these Bye-laws shall release the estate of a deceased member from any liability in respect of any share which has been solely or jointly held by him.

46. ELECTION OF PERSON ENTITLED BY TRANSMISSION

Any person entitled to a share by transmission, may, on such evidence as to his title being produced as the Board may reasonably require, elect either to become registered as a member or to have some person nominated by him registered as a member. If he elects to become registered himself he shall give written notice signed by him to the Company to that effect. If he elects to have some other person registered he shall, in the case of a certificated share, execute an instrument of transfer of such shares to that person and, in the case of an uncertificated share, either procure that all appropriate instructions are given by means of the Uncertificated System to effect the transfer of such share to such person or change the uncertificated share to certificated form and then execute an instrument of transfer of such share to such person. All the provisions of these Bye-laws relating to the transfer of shares shall apply to the notice, instrument of transfer or instructions (as the case may be) as if it were an instrument of transfer executed or instructions given by the member and his death, bankruptcy or other event had not occurred and any notice or transfer were executed by such member. Where the entitlement of a person to a share in consequence of the death or bankruptcy of a member or of any other event giving rise to its transmission by operation of law is proved to the satisfaction of the Board, the Board shall, within two months after proof, cause the entitlement of that person to be noted in the Register.

47. RIGHTS ON TRANSMISSION

Where a person is entitled to a share by transmission, the rights of the holder in relation to such share shall cease. However, the person so entitled may give a good discharge for any dividends and other moneys payable in respect of it and shall have the same rights to which he would be entitled if he were the holder of the share except that he shall not before he is registered as the holder of the share be entitled in respect of it to receive notice of or to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares of the Company. The Board 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 60 days the Board may thereafter withhold payment of all dividends and other moneys payable in respect of such share until the requirements of the notice have been complied with.

DESTRUCTION OF DOCUMENTS

48. DESTRUCTION OF DOCUMENTS

48.1 Subject to compliance with the Act and applicable law, the Company may destroy:

- (a) any instrument of transfer after six years from the date on which it is registered;
- (b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address after two years from the date on which it is recorded;
- (c) any share certificate, after one year from the date on which it is cancelled;
- (d) any other document on the basis of which any entry in the Register is made after six years from the date on which an entry was first made in the Register in respect of it;
- (e) any registered certificate for debentures or representing any other form of securities after one year from the date on which it is cancelled;
- (f) all paid dividend warrants and cheques at any time after the expiration of one year from the date of actual payment thereof; and
- (g) all instruments of proxy which have been used for the purpose of a poll at any time after the expiration of one year from the date of such use and all instruments of proxy which have not been used for the purpose of a poll at any time after one month from the end of the meeting to which the instrument of proxy relates and at which no poll was demanded,

provided that the Company may destroy any such type of document after such shorter period as the Board may determine if a copy of such document is retained on microfilm or other similar or electronic means (which shall not be destroyed before the expiration of the relevant period) and provided that adequate precautions against falsification and to share reproduction are taken.

48.2 It shall be conclusively presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of a document so destroyed was duly and properly made, that every instrument of transfer so destroyed was duly registered, that every share certificate so destroyed was a valid and effective certificate duly cancelled, that every other document so destroyed had been properly dealt with in accordance with its terms and was valid and effective in accordance with the particulars in the records of the Company, provided that:

- (a) this Bye-law 48 shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant;
- (b) nothing in this Bye-law 48 shall be construed as imposing on the Company any liability in respect of the destruction of any such document or otherwise than as provided for in this Bye-law 48 which would not attach to the Company in the absence of this Bye-law 48; and
- (c) references in this Bye-law 48 to the destruction of any document include references to the disposal of it in any manner.

ALTERATION OF SHARE CAPITAL

49. INCREASE, CONSOLIDATION, CANCELLATION AND SUB-DIVISION

The Board may if authorised by a resolution of the Company increase, divide, consolidate, subdivide, change the currency denomination of, diminish or otherwise alter or reduce its share capital in any manner permitted by the Act.

50. FRACTIONS

50.1 Whenever as the result of any consolidation, division or sub-division of shares any member would become entitled to fractions of a share, the Board may deal with the fractions as it thinks fit and in particular (but without prejudice to the generality of the foregoing) where the number of shares held by any holder is not an exact multiple of the number of shares to be consolidated into a single share

and as a result of such consolidation such holder would become entitled to a fraction of a consolidated share:

- (a) the Board may determine which of the shares of such holder are to be treated as giving rise to such fractional entitlement and may decide that any of those shares shall be consolidated with any of the shares of any other holder or holders which are similarly determined by it to be treated as giving rise to a fractional entitlement for such other holder or holders into a single consolidated share and the Board may on behalf of all such holders, sell such consolidated share for the best price reasonably obtained to any person (including the Company) and distribute the net proceeds of sale after deduction of the expenses of sale in due proportion among those holders (except that any amount otherwise due to a holder, being less than £3 or such other sum as the Board may from time to time determine may be retained for the benefit of the Company); or
- (b) provided that the necessary unissued shares are available, the Board may issue to such holder, credited as fully paid, by way of capitalisation the minimum number of shares required to round up his holding to an exact multiple of the number of shares to be consolidated into a single share (such issue being deemed to have been effected prior to consolidation), and the amount required to pay up such shares shall be appropriated at the Board's discretion from any of the sums standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve) or to the credit of profit and loss account and capitalised by applying the same in paying up the share.

50.2 For the purposes of any sale of consolidated shares pursuant to Bye-law 50.1, the Board may in the case of certificated shares authorise some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser or in the case of uncertificated shares the Board may take such other steps in the name of the holder as may be necessary to transfer the shares, and the transferee shall not be bound to see to the application of the purchase money in respect of any such sale, nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale or transfer and any instrument or exercise shall be effective as if it had been executed or exercised by the holder of the shares to which it relates.

51. [RESERVED]

52. PURCHASE OF OWN SHARES AND DEBT

52.1 Subject to Bye-law 52.2, the Company may purchase its own shares and/or debt for cancellation or acquire any shares as Treasury Shares in accordance with the Act on such terms as the Board shall think fit. Subject to Bye-law 52.2, the Board may exercise all the powers of the Company to purchase or acquire all or any part of its own shares in accordance with the Act. For the avoidance of doubt the Board's powers under this Bye-law may be delegated in accordance with Bye-laws 120 or 121.

52.2 Any purchase by the Company of its own shares and/or debt which:

- (i). is not made pursuant to a contract existing as at the date of the adoption of these Bye-laws; and
- (ii). where the aggregate purchase price payable by the Company in respect of the proposed purchase either by itself or, together with all amounts paid in respect of any other share or debt purchases in the preceding 12 months, exceeds 10 per cent. of the mean market capitalisation of all of the Company's equitable securities listed on any stock exchange for the 12 months preceding the proposed record date for the proposed purchase,

shall require authorisation by a resolution of the Company, provided that this Bye-law 52.2 shall not apply in respect of any purchases by the Company of Unsecured Loan Notes.

VARIATION OF CLASS RIGHTS

53. SANCTION TO VARIATION

If at any time the share capital of the Company is divided into shares of different classes any of the rights for the time being attached to any share or class of shares in the Company (and notwithstanding that the Company may be or be about to be in liquidation) may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated in such manner (if any) as may be provided by such rights or, in the absence of any such provision, either with the consent in writing of the holders of not less than three quarters, in par value, of the issued shares of the class or with the sanction of a special resolution passed at a separate meeting of the holders of shares of the class duly convened and held as provided in these Bye-laws (but not otherwise). The foregoing provisions of this Bye-law shall apply also to the variation or abrogation of any special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class, the separate rights of which are to be varied. Subject to the terms of issue or the rights attached to any shares the rights or privileges attached to any class of shares shall be deemed not to be varied or abrogated by the Board resolving that a class of shares is to become or to cease to be a Participating Security.

54. CLASS MEETINGS

All the provisions in these Bye-laws as to general meetings shall *mutatis mutandis* apply to every meeting of the holders of any class of shares. The Board may convene a meeting of the holders of any class of shares whenever it thinks fit and whether or not the business to be transacted involves a variation or abrogation of class rights. The quorum at every such meeting shall be not less than two persons holding or representing by proxy at least one-third of the nominal amount paid up on the issued shares, if applicable, of the class. Every holder of shares of the class, present in person (or, being a corporation, by representative) or by proxy, may demand a poll. Each such holder shall on a poll be entitled to one vote for every share of the class held by him. If at any adjourned meeting of such holders such quorum as aforesaid is not present, not less than one person holding shares of the class who is present in person or by proxy shall be a quorum.

55. DEEMED VARIATION

Subject to the terms on which any shares may be issued, the rights or privileges attached to any class of shares shall be deemed to be varied or abrogated by the reduction of the capital paid up on such shares or by the allotment of further shares ranking in priority for the payment of a dividend or in respect of capital or howsoever or which confer on the holders voting rights more favourable than those conferred by such first mentioned shares but shall not be deemed to be varied or abrogated by the creation or issue of any new shares ranking *pari passu* in all respects (save as to the date from which such new shares shall rank for dividend) with or subsequent to those already issued or by the exercise of any power by the Company under Bye-law 88 or by the purchase or redemption by the Company of its own shares in accordance with the provisions of the Act and these Bye-laws.

GENERAL MEETINGS

56. ANNUAL GENERAL MEETINGS

Subject to the provisions of the Act, an annual general meeting shall be held in each year at such time and place as the Chairman or any two Directors or any Director and the Secretary or the Board shall determine.

57. EXTRAORDINARY GENERAL MEETINGS

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

58. CONVENING OF EXTRAORDINARY GENERAL MEETING

The Board may convene an extraordinary general meeting whenever they think fit. At any meeting convened by the Board or any meeting requisitioned pursuant to section 74 of the Act, no business shall be transacted except that stated by the requisition or proposed by the Board.

59. NOTICE OF GENERAL MEETINGS

59.1 Any annual general meeting and any extraordinary general meeting convened for the passing of a special resolution or a resolution appointing a person as a Director shall be convened by not less than 21 clear days' notice in writing. Other extraordinary general meetings shall be convened by not less than 14 clear days' notice in writing.

59.2 Notwithstanding that a meeting is convened by shorter notice than that specified in this Bye-law 59, a general meeting shall be deemed to have been duly convened if it is so agreed:

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and
- (b) in the case of any other meeting, by a majority in number of the members having the right to attend and vote at the meeting, being a majority together holding not less than 95 per cent. in nominal value of the shares giving a right to attend and vote thereat.

59.3 The notice shall specify:

- (a) whether the meeting is an annual general meeting or an extraordinary general meeting;
- (b) the place, the day and the time of the meeting;
- (c) in the case of special business, the general nature of that business;
- (d) if the meeting is convened to consider a special resolution, the text of the resolution and the intention to propose the resolution as a special resolution; and
- (e) with reasonable prominence that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not also be a member, and the place where instruments of proxy are to be deposited if the Board determines that place to be other than the Office.

59.4 The notice shall be given to the members (other than any members who under the provisions of these Bye-laws or of any restrictions imposed on any shares are not entitled to receive notice from the Company), to the Directors and to the Auditors, and if more than one for the time being, to each of them.

60. OMISSION TO SEND NOTICE

The accidental omission to send a notice of meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, to, or the non-receipt of either by, any person entitled to receive the same shall not invalidate the proceedings at that meeting.

61. SPECIAL BUSINESS

All business that is transacted at a general meeting shall be deemed special, except the following transactions at an annual general meeting:

- (a) the declaration of dividends;
- (b) the receipt and consideration of any annual accounts and any report of the Directors and the Auditors and other documents attached or annexed to the accounts;
- (c) the election or re-election of Directors;
- (d) the fixing of the Directors fees; and
- (e) the re-appointment of the Auditors retiring (unless they were last appointed otherwise than by the Company in general meeting) and the fixing of the remuneration of the Auditors or the determination of the manner in which such remuneration is to be fixed.

PROCEEDINGS AT GENERAL MEETINGS

62. QUORUM

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business but the absence of a quorum shall not preclude the choice or appointment of a Chairman which shall not be treated as part of the business of the meeting. Subject to the provisions of Bye-law 63, two persons entitled to attend and to vote on the business to be transacted, each being a member present in person or a proxy for a member or a duly authorised representative of a corporation which is a member, or one person entitled to attend and to vote on the business to be transacted, being a member holding not less than one-tenth of the nominal issued share capital of the Company to which the voting rights are attached and being present in person (or, being a corporation, by representative) or by proxy, shall be a quorum.

63. IF QUORUM NOT PRESENT

If within five minutes (or such longer interval as the Chairman in his absolute discretion thinks fit) from the time appointed for the holding of a general meeting a quorum is not present, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to later on the same day or to such other day and at such time and place as the Chairman (or, in default, the Board) may determine. If at such adjourned meeting a quorum is not present within five minutes from the time appointed for holding the meeting, one person entitled to vote on the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation which is a member, shall be a quorum. If no such quorum is present or, if during the adjourned meeting a quorum ceases to be present, the adjourned meeting shall be dissolved.

64. CHAIRMAN

The Chairman of the Board shall preside at every general meeting of the Company. If there be no such Chairman or if at any meeting he shall not be present within five minutes after the time appointed for holding the meeting, or shall be unwilling to act as Chairman, the Deputy Chairman (if any) of the Board shall if present and willing to act preside at such meeting. If no Chairman or Deputy Chairman shall be so present and willing to act, the Directors present shall choose one of their number to act or, if there be only one Director present, he shall be Chairman if willing to act. If there be no Director present and willing to act, the members present and entitled to vote shall choose one of their number to be Chairman of the meeting.

65. DIRECTORS AND OTHER PERSONS MAY ATTEND AND SPEAK

A Director (and any other person invited by the Chairman to do so whom the Chairman considers to be equipped by knowledge or experience of the Company's business to assist in the deliberations of the meeting) shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares of the Company.

66. POWER TO ADJOURN

The Chairman of the general meeting may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time (or indefinitely) and from place to place as he shall determine. However, without prejudice to any other power which he may have under these Bye-laws or under law the Chairman may, without the need for the consent of the meeting, interrupt or adjourn any meeting from time to time and from place to place or for an indefinite period if he is of the opinion that it has become necessary to do so in order to secure the proper and orderly conduct of the meeting or to give all persons entitled to do so a reasonable opportunity of attending, speaking and voting at the meeting or to ensure that the business of the meeting is otherwise properly disposed of.

67. NOTICE OF ADJOURNED MEETING

Where a meeting is adjourned indefinitely the Board shall fix the time and place for the adjourned meeting. Whenever a meeting is adjourned for 14 days or more or indefinitely, seven clear days' notice at the least, specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

68. BUSINESS OF ADJOURNED MEETING

No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

69. ACCOMMODATION OF MEMBERS AND SECURITY ARRANGEMENTS

69.1 The Board may, for the purpose of controlling the level of attendance and ensuring the safety of those attending at any place specified for the holding of a general meeting, from time to time make such arrangements as the Board shall in its absolute discretion consider to be appropriate and may from time to time vary any such arrangements or make new arrangements in place therefor. The entitlement of any member or proxy to attend a general meeting at such place shall be subject to any such arrangements as may be for the time being approved by the Board. In the case of any meeting to which such arrangements apply the Board may, when specifying the place of the meeting:

- (a) direct that the meeting shall be held at a place specified in the notice at which the Chairman of the meeting shall preside (the “**Principal Place**”); and
- (b) make arrangements for simultaneous attendance and participation at other places by members otherwise entitled to attend the general meeting but excluded therefrom under the provisions of this Bye-law or who wish to attend at any of such other places, provided that persons attending at the Principal Place and at any of such other places shall be able to see, and hear and be seen and heard by, persons attending at the Principal Place and at such other places (by any means).

Such arrangements for simultaneous attendance may include arrangements for controlling the level of attendance in any manner aforesaid at any of such other places, provided that they shall operate so that any such excluded members as aforesaid are able to attend at one of such other places. For the purposes of all other provisions of these Bye-laws any such meeting shall be treated as being held and taking place at the Principal Place.

69.2 The Board may direct that any person wishing to attend any meeting should provide such evidence of identity and submit to such searches or other security arrangements or restrictions as the Board shall consider appropriate in the circumstances and shall be entitled in its absolute discretion to refuse entry to any meeting to any person who fails to provide such evidence of identity or to submit to such searches or to otherwise comply with such security arrangements or restrictions.

69.3 Members may participate in any general meeting by such telephonic, electronic or other communication facilities or means as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting.

VOTING

70. METHODS OF VOTING

70.1 At any general meeting a resolution put to a vote of the meeting shall be decided on a show of hands unless (before or immediately after the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll) a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by:

- (a) the Chairman of the meeting; or

-
- (b) by at least three members present in person or by proxy having the right to vote at the meeting; or
 - (c) a member or members present in person or by proxy representing not less than one tenth of the voting rights of all the members having the right to vote at the meeting; or
 - (d) a member or members present in person or by proxy holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one tenth of the total sum paid up on all the shares conferring that right,

and a demand for a poll by a person as proxy for a member shall be as valid as if the demand were made by the member himself.

- 70.2 At general meetings, resolutions shall be put to the vote by the Chairman and there shall be no requirement for the resolution to be proposed or seconded by any person.

71. CHAIRMAN'S DECLARATION CONCLUSIVE ON A SHOW OF HANDS

Unless a poll is duly demanded and the demand is not withdrawn a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

72. OBJECTION TO ERROR IN VOTING

No objection shall be raised to the qualification of any voter or to the counting of or failure to count any vote except at the meeting or adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that it is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman on such matters shall be final and conclusive.

73. AMENDMENT TO RESOLUTIONS

- 73.1 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the Chairman of the meeting, any error in such ruling shall not invalidate the proceedings on the substantive resolution.
- 73.2 In the case of a resolution duly proposed as a special resolution no amendment to it (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted on. In the case of a resolution, no amendment to it (other than a mere clerical amendment to correct a patent error) may be considered or voted upon unless notice in writing of such proposed amendment is given to the Office at least 48 hours prior to the time appointed for holding the relevant meeting or adjourned meeting and the Chairman of the meeting in his absolute discretion rules that the amendment is fit for consideration at the meeting. Save for procedural motions that are considered by the Chairman in his absolute discretion to be fit for consideration at the meeting, and notwithstanding any other provision of these Bye-laws, no resolution may be proposed at a meeting unless the resolution is set out in the notice of the meeting circulated to members in accordance with Bye-laws 59.1 and 59.2.

74. PROCEDURE ON A POLL

- 74.1 Any poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken forthwith. A poll duly demanded on any other matter shall be taken in such manner (including the use of ballot or voting papers or tickets) and at such time and place, not being more than 30 days from the date of the meeting or adjourned meeting at which the poll was demanded, as the Chairman shall direct. The Chairman may, and if so directed by a member or members present in person or by proxy representing not less than one-tenth of the voting rights of all the members having the right to vote at the meeting or by not less than three members having the right to vote at the meeting the Chairman shall, appoint scrutineers who need not be members and

may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll. No notice need be given of a poll not taken immediately if the 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 clear days' notice shall be given specifying the time and place at which the poll is to be taken. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 74.2 The demand for a poll (other than on the election of a Chairman or any question of adjournment) shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made.
- 74.3 The demand for a poll may before the poll is taken, be withdrawn, but only with the consent of the Chairman. A demand so withdrawn shall validate the result of a show of hands declared before the demand was made. If a demand is withdrawn, the persons entitled in accordance with Bye-law 70.1 may demand a poll.
- 74.4 On a poll votes may be given in person or by proxy or (in the case of a corporate member) by a duly appointed representative. A member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

75. VOTES OF MEMBERS

- 75.1 If two or more persons are joint holders of a share, then in voting on any question the vote of the senior person who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. For this purpose seniority shall be determined by the order in which the names of the holders stand in the Register.
- 75.2 Where in Bermuda or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Board may in its absolute discretion on or subject to production of such evidence of the appointment as the Board may require, permit such receiver or other person authorised by a court or official, to vote in person or, on a poll, by proxy on behalf of such member at any general meeting. 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 Bye-laws for the deposit of instruments of proxy not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

76. CASTING VOTE

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll was demanded shall be entitled to a second or casting vote in addition to any other vote that he may have.

77. RESTRICTION ON VOTING RIGHTS FOR UNPAID CALLS ETC

No member shall, unless the Board otherwise determines, be entitled to vote at a general meeting or at any separate meeting of the holders of any class of shares, either in person or by proxy, or to exercise any other right or privilege as a member in respect of a share held by him unless and until all calls or other sums presently due and payable by him in respect of that share whether alone or jointly with any other person together with interest and expenses (if any) have been paid to the Company.

78. VOTING BY PROXY

Any person (whether a member of the Company or not) may be appointed to act as a proxy. Deposit of an instrument of proxy shall not preclude a member from attending and voting in person at the meeting in respect of which the proxy is appointed or at any adjournment of it.

79. FORM OF PROXY

The appointment of a proxy shall:

- (a) be in writing in any common form or in such other form as the Board may approve under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation under its common seal or under the hand of some officer or attorney duly authorised in that behalf;
- (b) be deemed (subject to any contrary direction contained in the same) to confer authority to demand or join in demanding a poll and to vote on any resolution or amendment of a resolution put to the meeting for which it is given, as the proxy thinks fit, but shall not confer any further right to speak at the meeting except with the permission of the Chairman (or as otherwise determined by the Board where the relevant shares are held by a Depositary);
- (c) unless the contrary is stated in it, be valid as well for any adjournment of the meeting as for the meeting to which it relates; and
- (d) where it is stated to apply to more than one meeting, be valid for all such meetings as well as for any adjournment of any such meetings.

80. DEPOSIT OF PROXY

80.1 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such authority certified notarially or in some other way approved by the Board, shall:

- (a) in the case of an instrument in writing, be deposited at such place as is specified in the notice convening the meeting or in any notice of any adjourned meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time of the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) 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
- (c) 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 of the meeting; or
- (d) in the case of an appointment contained in an electronic medium, where an address has been specified for the purpose of receiving electronic communications:
 - (i). in the notice convening the meeting;
 - (ii). in any instrument of proxy sent out by the Company in relation to the meeting;
 - (iii). in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

and an appointment of a proxy not deposited, delivered or received in a manner so permitted shall be invalid. No instrument appointing a proxy shall be valid after the expiry of 12 months from the date named in it as the date of its execution, except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within 12 months from such date. The Board may at its discretion treat a faxed or other electronic copy of a written instrument appointing a proxy as such an appointment for the purpose of this Bye-Law.

80.2 Without limiting the foregoing, in relation to any shares (or interests representing shares) which are held in uncertificated form, the Board may from time to time permit appointments of a proxy to be made by means of an electronic communication in the form of an uncertificated proxy instruction

(that is, a properly authenticated dematerialised instruction, and/or other instruction or notification, which is sent by means of an Uncertificated System and received by such participant in the Uncertificated System acting on behalf of the Company as the Directors may prescribe, in such form and subject to such terms and conditions as may from time to time be prescribed by the Directors (subject always to the facilities and requirements of the Uncertificated System)); and may in a similar manner permit supplements to, or amendments or revocations of, any such uncertificated proxy instruction to be made by like means. The Board may in addition prescribe the method of determining the time at which any such properly authenticated dematerialised instruction (and/or other instruction or notification) is to be treated as received by the Company or such participant. The Board may treat any such uncertificated proxy instruction which purports to be or is expressed to be sent on behalf of a holder of a share (or interests representing such share) as sufficient evidence of the authority of the person sending that instruction to send it on behalf of that holder.

- 80.3 The proceedings at a general meeting shall not be invalidated where an appointment of a proxy in respect of that meeting is delivered in a manner permitted by these Bye-laws by electronic communication, but because of a technical problem it cannot be read by the recipient.

81. MORE THAN ONE PROXY MAY BE APPOINTED

A member may appoint more than one proxy to attend on the same occasion. When two or more valid but differing appointments of proxy are delivered in respect of the same share for use at the same meeting and in respect of the same matter, the one which is last validly delivered (regardless of its date or of 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, none of them shall be treated as valid in respect of that share.

82. BOARD MAY SUPPLY PROXY CARDS

The Board may at the expense of the Company send, by post or otherwise, instruments of proxy (reply-paid or otherwise) to members for use at any general meeting or at any separate meeting of the holders of any class of shares, either in blank or nominating in the alternative any one or more of the Directors or any other persons. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the expense of the Company, such invitations shall, subject to Bye-law 60, be issued to all (and not some only) of the members entitled to be sent a notice of the meeting and to vote thereat by proxy.

83. REVOCATION OF PROXY

A vote given or poll demanded in accordance with the terms of an appointment of a proxy shall be valid notwithstanding the death or mental disorder of the principal or the revocation of the appointment of the proxy, or of the authority under which the appointment of the proxy was executed or the transfer of the share in respect of which the appointment of the proxy is given unless notice of such death, mental disorder, revocation or transfer shall have been delivered to or received by the Company not later than the latest time at which the proxy should have been delivered to or received by the Company in order to be valid for use at the meeting or adjourned meeting at which the proxy is used, or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) not later than 48 hours before the time of the taking of the poll at which the vote is cast. Such notice of determination shall be either by means of an instrument delivered to the Office or to such other place within Bermuda or elsewhere as may be specified by or on behalf of the Company.

84. CORPORATE REPRESENTATIVE

A corporation (whether or not a company within the meaning of the Act) which is a member may, by resolution of its directors or other governing body, authorise such person (or if, but only if, such corporation is a Depositary voting in its capacity as such, persons) as it thinks fit to act as its representative (or, as the case may be, representatives) at any meeting of the Company or at any separate meeting of the holders of any class of shares. Any person so authorised shall be entitled to exercise the same powers on behalf of the corporation (in respect of that part of the corporation's

holdings to which the authority relates) as the corporation could exercise if it were an individual member. The corporation shall for the purposes of these Bye-laws be deemed to be present in person at any such meeting if a person so authorised is present at it; and all references to attendance and voting in person shall be construed accordingly. A Director, the Secretary or some person authorised for the purpose by the Secretary may require the representative to produce a certified copy of the resolution so authorising him or such other evidence of his authority reasonably satisfactory to them before permitting him to exercise his powers.

85. DISCLOSURE OF SUBSTANTIAL INTERESTS IN SHARES

- 85.1 Without limiting Bye-laws 86 and 88 to 91 (inclusive), each holder shall be under an obligation to make notifications in accordance with the provisions of this Bye-law 85.
- 85.2 The provisions of Chapter 5 of the Disclosure Guidance and Transparency Rules (“DTR 5”) shall be deemed to be incorporated by reference into these Bye-laws and accordingly the vote holder and issuer notification rules set out in DTR 5 shall apply to the Company and each holder, save that: (i) notwithstanding the time limits for disclosure set out in DTR 5, the Company must notify such information without delay and (ii) the information must be notified by delivery of an announcement to a Regulatory Information Service for distribution to the public as opposed to “made public” in accordance with DTR 5.
- 85.3 For the purposes of the incorporation by reference of DTR 5 into these Bye-laws and the application of DTR 5 to the Company and each holder, the Company shall (for the purposes of this Bye-law 85 only) be deemed to be an “issuer”, as such term is defined in DTR 5, and not, for the avoidance of doubt, a “non-UK issuer” (as such term is defined in DTR 5).
- 85.4 For the purposes of this Bye-law 85 only, defined terms in DTR 5 shall bear the meaning set out in DTR 5, and if the meaning of a defined term is not set out in DTR 5, the defined term shall bear the meaning set out in the glossary to the UK Financial Conduct Handbook (in each case, read as the definition applicable to DTR 5).
- 85.5 If the Company determines that a holder (a “Defaulting Shareholder”) has not complied with the provisions of DTR 5 referred to above with respect to some or all of such shares held by such holder (the “Default Shares”), the Company shall have the right by delivery of notice to the Defaulting Shareholder (a “Default Notice”) to:
- (a) suspend the right of such Defaulting Shareholder to vote the Default Shares in person or by proxy or by corporate representative at any meeting of the Company. Such a suspension shall have effect from the date on which the Default Notice is delivered by the Company to the Defaulting Shareholder until a date that is not more than seven days after the Board has determined in its sole discretion that the Defaulting Shareholder has cured the non-compliance with the provisions of DTR 5; provided however, that the Company may at any time by subsequent written notice cancel or suspend the operation of a Default Notice; and/or
 - (b) withhold, without any obligation to pay interest thereon, any dividend or other amount payable with respect to the Default Shares with such amount to be payable only after the Default Notice ceases to have effect with respect to the Default Shares; and/or
 - (c) render ineffective any election to receive shares of the Company instead of cash in respect of any dividend or part thereof; and/or
 - (d) prohibit the transfer of any shares of the Company held by the Defaulting Shareholder except with the consent of the Company or if the Defaulting Shareholder can provide satisfactory evidence to the Company to the effect that, after due inquiry, such shareholder has determined that the shares to be transferred are not Default Shares.

86. REGISTER OF SUBSTANTIAL INTERESTS

- 86.1 The Directors shall keep a register for the purposes of Bye-law 85 (in this Bye-law hereafter referred to as “**the Register of Substantial Interests**”) and shall procure that, whenever the Company receives information from a person in consequence of the fulfilment of an obligation imposed on him by that

Bye-law, that information is within three working days thereafter inscribed in the Register of Substantial Interests against that person's name, together with the date of the inscription.

86.2 Unless the Register of Substantial interests is in such a form as to constitute an index, the Directors shall ensure that the Register of Substantial Interests is made up in such a way that the entries against the respective names entered in it appear in chronological order.

86.3 The Directors shall cause to be maintained an index of the names entered in the Register of Substantial Interests, containing in relation to each such name a sufficient indication to enable the information entered against it to be readily found, and shall procure that within 10 days after the date on which a name is entered in the Register of Substantial Interests any necessary alteration is made in the index.

86.4 The Register of Substantial Interests shall be kept at the Office.

86.5 The Register of Substantial Interests shall be open to inspection in the same manner as the Register in accordance with these Bye-laws.

87. [RESERVED]

88. DISENFRANCHISEMENT NOTICE

The Board may at any time serve an Information Notice upon a member. If a member has been issued with an Information Notice and has failed in relation to any shares the subject of the Information Notice ("**notice shares**") to furnish any information required by such notice within the time period specified therein, then the Board may at any time following 14 days from the expiry of the date on which the information required to be furnished pursuant to the relevant Information Notice is due to be received by the Board, serve on the relevant holder a notice (in this Bye-law called a "**disenfranchisement notice**") whereupon the following sanctions shall apply:

- (a) the member shall not, with effect from the service of the disenfranchisement notice, be entitled in respect of the notice shares to attend or to vote (either in person or by representative or proxy) at any general meeting of the Company or at any separate meeting of the holders of any class of shares of the Company or on any poll or to exercise any other right conferred by membership in relation to any such meeting or poll;
- (b) where the notice shares represent at least 0.25 per cent., in par value (if applicable), of their class:
 - (i) any dividend or other money payable in respect of the notice shares shall be withheld by the Company, which shall not have any obligation to pay interest on it and the member shall not be entitled to elect pursuant to Bye-law 160 to receive shares instead of that dividend; and
 - (ii) subject in the case of uncertificated shares to the Uncertificated Regulations no transfer, other than an approved transfer, of any notice shares held by the member shall be registered unless the member is not himself in default as regards supplying the information required pursuant to the relevant Information Notice and the member proves to the satisfaction of the Board that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer.

89. WITHDRAWAL NOTICE

The Company may at any time withdraw a disenfranchisement notice by serving on the holder of the shares to which the same relates a notice in writing to that effect (a "**withdrawal notice**").

90. CESSATION OF SANCTIONS

Where the sanctions under Bye-law 88 apply in relation to any shares they shall cease to have effect:

- (a) if the shares are transferred by means of an approved transfer;
- (b) at the end of the period of one week (or such shorter period as the Board may determine) following receipt by the Company of the information required by the notice mentioned in Bye-law 88 and the Board being fully satisfied that such information is full and complete; or
- (c) on the date on which a withdrawal notice is served by the Company.

91. CERTIFICATED FORM

The Board may:

- (a) give notice in writing to any member holding notice shares in uncertificated form requiring the member to change his holding of such shares from uncertificated form into certificated form within a specified period and then to hold such notice shares in certificated form until the issue of a withdrawal notice; and
- (b) appoint any person to take any steps, by instruction by means of an Uncertificated System or otherwise, in the name of any holder of notice shares as may be required to change such shares from uncertificated form into certificated form (and such steps shall be effective as if they had been taken by such holder).

UNTRACED MEMBERS

92. POWER OF SALE

92.1 The Company shall be entitled to sell at the best price reasonably obtainable any share of a member or any share to which a person is entitled by transmission if and provided that:

- (a) during the period of 12 years prior to the date of the publication of the advertisements referred to in paragraph (b) below (or if published on different dates, the earlier or earliest of them) no cheque, order or warrant in respect of such share sent by the Company through the post in a pre-paid envelope addressed to the member or to the person entitled by transmission to the share at his address on the Register or other last known address given by the member or person to which cheques, orders or warrants in respect of such share are to be sent has been cashed and the Company has received no communications in respect of such share from such member or person provided that during such period of 12 years at least three cash dividends (whether interim or final) in respect of the shares in question have become payable and no such dividend during that period has been claimed by the person entitled to it;
- (b) on or after expiry of the said period of 12 years the Company has given notice of its intention to sell such share by advertisements in both a national daily newspaper published in the United Kingdom and in a newspaper circulating in the area in which the last known address of such member or person appeared;
- (c) the said advertisements, if not published on the same day, shall have been published within 30 days of each other;
- (d) during the further period of three months following the date of publication of the said advertisements (or, if published on different dates the later or latest of them) and prior to the exercise of the power of sale the Company has not received any communication in respect of such share from the member or person entitled by transmission; and
- (e) the Company has given notice to the London Stock Exchange of its intention to make such sale, if shares of the class concerned are listed or dealt in on that exchange.

92.2 To give effect to any sale of shares pursuant to this Bye-law, the Board may in the case of certificated shares authorise some person to transfer the shares in question and may enter the name of the transferee in respect of the transferred shares in the Register notwithstanding the absence of any share certificate being lodged in respect of it and may issue a new certificate to the transferee and in the case of uncertificated shares the Board may take such other steps in the name of the holder as may be necessary to effect a transfer of the shares. The purchaser shall not be bound to see to the application of the purchase moneys in respect of any such sale nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale or transfer. Any instrument or exercise shall be effective as if it had been executed or exercised by the holder of or the person entitled by transmission to the shares to which it relates.

92.3 If during the period of 12 years referred to in Bye-law 92.1 or during any period ending on the date when all the requirements of paragraphs (a) to (d) of Bye-law 92.1 have been satisfied, any

additional shares have been issued in respect of those held at the beginning of such period or of any previously so issued during such period and all the requirements of paragraphs (b) to (d) of Bye-law 92.1 have been satisfied in regard to such additional shares the Company shall also be entitled to sell the additional shares.

93. APPLICATION OF PROCEEDS OF SALE

The Company shall account to the member or other person entitled to such share or shares for the net proceeds of such sale by carrying all moneys in respect of it to a separate account. The Company shall be deemed to be a debtor to and not a trustee for such member or other person in respect of such moneys. Moneys carried to such separate account may either be employed in the business of the Company or invested in such investments as the Board may from time to time think fit. No interest shall be payable to such member or other person in respect of such moneys and the Company shall not be required to account for any money earned on them.

APPOINTMENT, RETIREMENT AND REMOVAL OF DIRECTORS

94. NUMBER OF DIRECTORS

Unless and until otherwise determined by the Company by resolution, the number of Directors (other than any alternate Directors) shall be not less than two but there shall be no maximum. A majority of the Directors shall not be resident in the United Kingdom.

95. POWER OF COMPANY TO APPOINT DIRECTORS

Subject to the provisions of these Bye-laws (including those concerning the residency of Directors), the Company may by resolution appoint a person who is willing to act to be a Director, either to fill a vacancy, or as an addition to the existing Board but the total number of Directors shall not exceed any maximum number fixed in accordance with these Bye-laws.

96. POWER OF BOARD TO APPOINT DIRECTORS

Without prejudice to the power of the Company to appoint any person to be a Director pursuant to these Bye-laws the Board shall have power (subject to the requirements of these Bye-laws concerning the residency of Directors) at any time to appoint any person who is willing to act as a Director, either to fill a vacancy or as an addition to the existing Board, but the total number of Directors shall not exceed any maximum number fixed in accordance with these Bye-laws. Any Director so appointed shall hold office only until the annual general meeting of the Company next following such appointment.

97. APPOINTMENT OF EXECUTIVE DIRECTORS

Subject to the provisions the Act, the Board may from time to time appoint one or more of its body to hold any employment or executive office (including that of Chief Executive or Managing Director) for such term (subject to the provisions of the Act) and subject to such other conditions as the Board thinks fit in accordance with Bye-law 120, provided that no person who is resident in the United Kingdom may be so appointed. The Board may revoke or terminate any such appointment without prejudice to any claim for damages for breach of contract between the Director and the Company.

98. ELIGIBILITY OF NEW DIRECTORS

No person other than a Director retiring at the meeting (whether by rotation or otherwise) shall be appointed or re-appointed a Director at any general meeting unless:

- (a) he is recommended by the Board; or
- (b) not less than seven nor more than 42 days before the date appointed for the meeting notice duly executed by a member or members (other than the person to be proposed) qualified to vote at the meeting and holding in aggregate not less than 10 per cent. of all voting rights exercisable at general meeting, has been given to the Company (by being lodged at the Office) stating the particulars which would if that person were so appointed or re-appointed be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed

or re-appointed. In order to be valid such notice must include as to the member(s) giving the notice and the beneficial owner(s), if any, on whose behalf the proposal is made:

- (i) the name and address of such member(s) (as they appear in the Register) and any such beneficial owner(s);
 - (ii) the class or series and number of shares of the Company which are held of record or are beneficially owned by such member(s) and by any such beneficial owner(s);
 - (iii) a description of any agreement, arrangement or understanding between or among such member(s) and any such beneficial owner(s), any of their respective affiliates or associates, and any other person or persons (including their names) in connection with the proposal of such nomination or other business;
 - (iv) a description of any agreement, arrangement or understanding (including, regardless of the form of settlement, any derivative, long or short positions, profit interests, forwards, futures, swaps, options, warrants, convertible securities, share appreciation or similar rights, hedging transactions and borrowed or loaned shares) that has been entered into by or on behalf of, or any other agreement, arrangement or understanding that has been made, the effect or intent of which is to create or mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such member(s) or any such beneficial owner(s) or any such nominee(s) with respect to the Company's securities (a "Derivative Instrument");
 - (v) to the extent not disclosed pursuant to clause (iv) above, the principal amount of any indebtedness of the Company or any of its subsidiaries beneficially owned by such member(s) or by any such beneficial owner(s), together with the title of the instrument under which such indebtedness was issued and a description of any Derivative Instrument entered into by or on behalf of such member(s) or such beneficial owner(s) relating to the value or payment of any indebtedness of the Company or any such subsidiary; and
 - (vi) a representation that the member(s) is a holder of record of shares of the Company entitled to vote at such general meeting and intends to appear in person or by proxy at the general meeting to bring such nomination or other business before the general meeting; and
- (c) in either case, his appointment would not result in a majority of the Board being resident in the United Kingdom.

99. SHARE QUALIFICATION

A Director shall not be required to hold any shares of the Company.

100. RESOLUTION FOR APPOINTMENT

A resolution for the appointment of two or more persons as Directors by a single resolution shall not be moved unless a resolution that it shall be so proposed has first been agreed to by the meeting without any vote being given against it and any resolution moved in contravention of this provision shall be void. For the purpose of this Bye-law, a resolution for approving a person's appointment or for nominating a person for appointment as a Director shall be treated as a resolution for his appointment.

101. RETIREMENT BY ROTATION

There is no obligation on Directors to retire by rotation.

102. POSITION OF RETIRING DIRECTOR

A Director who retires at an annual general meeting may, if willing to act, be re-appointed. If he is not re-appointed or deemed to have been re-appointed, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

103. DEEMED RE-APPOINTMENT

A Director who retires at an annual general meeting may, if willing to act, be re-elected. If he is not re-elected or deemed to have been re-elected, he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

104. NO RETIREMENT ON ACCOUNT OF AGE

No person shall be or become incapable of being appointed a Director by reason of his having attained the age of 70 or any other age, nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person. No Director shall vacate his office at any time by reason of the fact that he has attained the age of 70 or any other age.

105. REMOVAL BY ORDINARY RESOLUTION

The Company may by resolution remove any Director before the expiration of his period of office notwithstanding anything in these Bye-laws or in any agreement between the Company and such Director and, without prejudice to any claim for damages which he may have for breach of any contract of service between him and the Company, may (subject to these Bye-laws) by resolution appoint another person who is willing to act to be a Director in his place, provided that the notice of any such meeting convened for the purpose of removing a Director shall contain a statement of the intention so to do and be served on such Director not less than 14 days before the meeting and at such meeting the Director shall be entitled to be heard on the motion for such Director's removal. Any person appointed as a replacement Director shall be treated, for the purposes of determining the time at which he or any other Director is to retire by rotation, as if he had become a Director on the day on which the person in whose place he is appointed was last appointed or re-appointed a Director. The exercise of these powers is subject in every case to the provisions of the Bye-laws concerning the residence of Directors.

106. VACATION OF OFFICE BY DIRECTOR/AUTOMATIC REMOVAL OF DIRECTOR

Without prejudice to any provisions for retirement contained in these Bye-laws the office of a Director shall be vacated if:

- (a) he resigns by notice in writing delivered to the Secretary or the Office or tendered at a Board meeting in accordance with the notice provisions contained in any service agreement or letter of appointment then in force (provided that no resignation should become effective without an immediate appointment of a replacement Director if it would otherwise result in a majority of the Directors being resident in the United Kingdom) in which event he shall vacate that office on the service of that notice on the Company or at such later time as is specified in the notice or he offers in writing to resign from his office and the Directors resolve to accept such offer; or
- (b) he ceases to be a Director by virtue of any provision of the Act, is removed from office pursuant to these Bye-laws or becomes prohibited by law from being a Director (including, without limitation, by virtue of section 95 of the Act); or
- (c) he becomes bankrupt, has a bankruptcy order made against him, makes any arrangement or compounds with his creditors generally or applies to the court for an interim order under section 253 of the United Kingdom Insolvency Act 1986 in connection with a voluntary arrangement under that act or any analogous provisions in any other jurisdiction; or
- (d) an order is made by any court of competent jurisdiction (whether in Bermuda, the United Kingdom or elsewhere) on the ground (howsoever formulated) of mental disorder for his detention or for the appointment of a guardian, curator or receiver or other person to exercise powers with respect to his property or affairs or he is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force in Bermuda or the United Kingdom relating to mental disorder or, in any other territory, in pursuance of an application for admission under analogous legislation or regulations and the Board resolves that his office be vacate; or
- (e) both he and his alternate Director appointed pursuant to these Bye-laws (if any) are absent, without the permission of the Board, for three consecutive Board meetings and the Board resolves that his office be vacated.

Without prejudice to the foregoing, a Director's appointment shall be automatically terminated and he shall be removed from office if:

- (a) he is requested to resign by notice in writing addressed to him at his address as shown in the register of Directors and signed by all the other Directors (without prejudice to any claim for damages which he may have for breach of any contract between him and the Company) provided that the vacation does not cause a majority of the Directors to be resident in the United Kingdom; or
- (b) he is convicted of an indictable offence and the Directors shall resolve that it is undesirable in the interests of the Company that he remains a Director of the Company; or
- (c) the conduct of that Director (whether or not concerning the affairs of the Company) is the subject of either: (i) an order pursuant to section 95 of the Act; or (ii) an investigation by the police of any jurisdiction and the Board shall resolve that it is undesirable that he remains a Director; or
- (d) notice is given to terminate his contract of employment or engagement with the Company where he is in breach of such contract; or
- (e) he has been disqualified from acting as a director; or
- (f) subsequent to his appointment, he becomes resident in the United Kingdom and as a result thereof the majority of the Directors are resident in the United Kingdom,

and upon such automatic termination and removal from office, the remaining Directors shall have the power to fill the vacancy arising as if it were a casual vacancy.

107. RESOLUTION AS TO VACANCY CONCLUSIVE

A resolution of the Board declaring a Director to have vacated office under the terms of Bye-law 106 shall be conclusive as to the fact and grounds of vacation stated in the resolution.

ALTERNATE DIRECTORS

108. APPOINTMENTS

- 108.1 Each Director (other than an alternate Director) may by notice in writing under his hand delivered to the Secretary or the Office or at a meeting of the Directors or in any other manner approved by the Board appoint any other Director or any person approved for that purpose by the Board and willing to act to be his alternate and may in like manner remove from office an alternate director so appointed by him.
- 108.2 No appointment of an Alternate Director shall be effective until his consent to act as a Director has been received by the Secretary or at the Office. No person who is resident in the United Kingdom may be appointed as an Alternate Director unless his appointor is also so resident.
- 108.3 An Alternate Director need not hold a share qualification and shall not be counted in reckoning any maximum number of Directors allowed by these Bye-laws.

109. PARTICIPATION IN BOARD MEETINGS

- 109.1 Every Alternate Director shall be entitled to receive notice of all meetings of the Board and all committees of the Board of which his appointor is a member and, in the absence from such meetings of his appointor, to attend and vote and be counted in the quorum at such meetings and to exercise all the powers, rights, duties and authorities of his appointor as a Director.
- 109.2 No Alternate Director shall be permitted to act by written resolution.

110. ALTERNATE DIRECTOR RESPONSIBLE FOR OWN ACTS

- 110.1 Every person acting as an Alternate Director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him.

110.2 Save as otherwise provided in these Bye-laws, an alternate Director shall be subject in all respects to the provisions of these Bye-laws relating to Directors and shall be deemed for all purposes to be a Director.

111. INTERESTS OF ALTERNATE DIRECTOR

An Alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company (provided such contracts or arrangements are disclosed at the first possible opportunity) and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director. However, he shall not, unless the Company by resolution otherwise determines, be entitled to receive from the Company any fees for his services as Alternate Director except only such part (if any) of the fee payable to his appointor as such appointor may by notice in writing to the Company direct. Subject to this Bye-law, the Company shall pay to an Alternate Director such expenses as might properly have been paid to him if he had been a Director.

112. REVOCATION OF APPOINTMENT

An alternate Director shall cease to be an alternate Director:

- (a) if his appointor revokes his appointment; or
- (b) if his appointor ceases for any reason to be a Director, provided that if any Director retires by rotation or otherwise but is re-appointed or deemed to be re-appointed at the same meeting at which he retires, any valid appointment of an alternate Director which was in force immediately before his retirement shall remain in force; or
- (c) if any event happens in relation to him which, if he were a Director otherwise appointed, would cause him to vacate office.

DIRECTOR'S REMUNERATION, EXPENSES AND PENSIONS

113. DIRECTOR'S FEES

The Directors (other than Alternate Directors) shall be entitled to receive by way of fees for their services as Directors such sum as the Board may from time to time determine, provided that such amount shall not exceed in aggregate £150,000 (or such other sum as the Company in general meeting shall from time to time determine). Such sum (unless otherwise directed by the resolution of the Company by which it is voted) shall be divided among the Directors in such proportions and in such manner as the Board may determine or in default of such determination, equally (except that in such event any Director holding office for less than the whole of the relevant period in respect of which the fees are paid shall only rank in such division in proportion to the time during such period for which he holds office). Any fees payable pursuant to this Bye-law shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any other provisions of these Bye-laws and shall accrue from day to day.

114. EXPENSES

Each Director shall be entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in or about the performance of his duties as Director, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company.

115. ADDITIONAL REMUNERATION

If by arrangement with the Board any Director shall perform or render any special duties or services outside his ordinary duties as a Director and not in his capacity as a holder of employment or executive office, he may be paid such reasonable additional remuneration (whether by way of a lump sum or by way of salary, commission, participation in profits or otherwise) as the Board may from time to time determine.

116. REMUNERATION OF EXECUTIVE DIRECTORS

The salary or remuneration of any Director appointed to hold any employment or executive office in accordance with the provisions of these Bye-laws may be either a fixed sum of money or may altogether or in part be governed by business done or profits made or otherwise determined by the Board and may be in addition to or in lieu of any fee payable to him for his services as Director pursuant to these Bye-laws.

117. PENSIONS AND OTHER BENEFITS

The Board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (whether by insurance or otherwise) for, or to institute and maintain any institution, association, society, club, trust, other establishment or profit-sharing, share incentive, share purchase or employees' share scheme calculated to advance the interests of the Company or to benefit, any person who is or has at any time been a Director or employee of the Company or any company which is a holding company or a subsidiary undertaking of or allied to or associated with the Company or any such holding company or subsidiary undertaking or any predecessor in business of the Company or of any such holding company or subsidiary undertaking, and for any member of his family (including a spouse or former spouse) and any person who is or was dependent on him. For such purpose the Board may establish, maintain, subscribe and contribute to any scheme, institution, association, club, trust or fund and pay premiums and, subject to the provisions of the law, lend money or make payments to, guarantee or give an indemnity in respect of, or give any financial or other assistance in connection with any of the aforesaid matters. The Board may procure any of such matters to be done by the Company either alone or in conjunction with any other person. Any Director or former Director shall be entitled to receive and retain for his own benefit any pension or other benefit provided under this Bye-law and shall not be obliged to account for it to the Company.

POWERS AND DUTIES OF THE BOARD

118. POWERS OF THE BOARD

The management and control of the business of the Company shall be in and from such place outside the United Kingdom as the Board may determine from time to time. Subject to the provisions of the Act, these Bye-laws and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Board, which may exercise all the powers of the Company whether relating to the management of the business or not. No alteration of the memorandum of continuance, or of these Bye-laws and no such direction given by the Company shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. Provisions contained elsewhere in these Bye-laws as to any specific power of the Board shall not be deemed to limit the general powers given by this Bye-law.

119. POWERS OF DIRECTORS BEING LESS THAN MINIMUM NUMBER

If the number of Directors is less than the minimum for the time being prescribed by these Bye-laws the remaining Director or Directors shall act only for the purposes of appointing an additional Director or Directors to make up such minimum or of convening a general meeting of the Company for the purpose of making such appointment. If there are no Director or Directors able or willing to act, any two members may summon a general meeting for the purpose of appointing Directors. Subject to the provisions of these Bye-laws, any additional Director so appointed shall hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting.

120. POWERS OF EXECUTIVE DIRECTORS

The Board may from time to time:

- (a) delegate or entrust to and confer on any Director holding executive office and who is not resident in the United Kingdom (including a Chief Executive or Managing Director) such of its powers,

authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit; and

- (b) revoke, withdraw, alter or vary all or any of such powers.

121. DELEGATION TO COMMITTEES

121.1 The Board may delegate any of its powers, authorities and discretions (with power to sub-delegate) for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of one or more Directors and (if thought fit) one or more other persons provided that:

- (a) a majority of the members of a committee shall be Directors or Alternate Directors and non-residents of the United Kingdom; and
- (b) no resolution of a committee shall be effective unless passed outside the United Kingdom and a majority of those present when it is passed are Directors or Alternate Directors and non-residents of the United Kingdom.

Any committee so formed may exercise its power to sub-delegate by sub-delegating to any person or persons (whether or not a member or members of the Board or of the committee).

121.2 The Board may confer such powers either collectively with or to the exclusion of and in substitution for all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated any reference in these Bye-laws to the exercise by the Board of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee. Subject to any terms and conditions expressly imposed by the Board, the proceedings of a committee with two or more members shall be governed by such of these Bye-laws as regulate the proceedings of the Board so far as they are capable of applying.

122. LOCAL MANAGEMENT

The Board may establish any local group or divisional boards or agencies for managing any of the affairs of the Company in any specified locality either in Bermuda or elsewhere outside the United Kingdom and may appoint any persons to be members of such local group or divisional board or any managers or agents, may fix their remuneration and remove any person so appointed. The Board may delegate to any local group or divisional board manager or agent so appointed any of its powers, authorities and discretions other than the power to borrow and make calls (with power to sub-delegate) and may authorise the members for the time being of any such local group or divisional board or any of them to fill any vacancies and to act notwithstanding vacancies, and any such appointment or delegation may be made for such time on such terms and subject to such conditions as the Board may think fit. The Board may confer such powers either collectively with or to the exclusion of and in substitution for all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary all or any of such powers. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any local group or divisional board or agency with two or more members shall be governed by such of these Bye-laws as regulate the proceedings of the Board so far as they are capable of applying.

123. POWER OF ATTORNEY

The Board may by power of attorney or otherwise appoint any company, firm, person or persons (including registrars) to be the agent or attorney of the Company and may delegate to any such agent or attorney or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, any of its powers, authorities and discretions (with power to sub-delegate), in each case for such purposes and for such time, on such terms (including as to remuneration) and subject to such conditions as it thinks fit. The Board may confer such powers either collectively with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers. Any such appointment or power of attorney may contain such provisions for the protection and convenience of persons dealing with any such agent or attorney as the Board may think fit and may also authorise any such agent or attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

124. ASSOCIATE DIRECTORS

The Board may appoint any person (not being a Director) to any office or employment having a designation or title including the word “director” or attach to any existing office or employment with the Company such designation or title and may define, limit, vary or restrict the powers, authorities and discretions of persons so appointed and may terminate any such appointment subject to any contract between him and the Company or the use of such designation or title. The inclusion of the word “director” in the designation or title of any such office or employment shall not imply that such person is or is deemed to be or is empowered in any respect to act as a Director or a member of any committee of the Board of Directors for any of the purposes of the Act or these Bye-laws.

125. EXERCISE OF VOTING POWER

The Board may exercise or cause to be exercised the voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised by the Company in such manner in all respects as it thinks fit (including the exercise of the voting power or power of appointment in favour of the appointment of any Director as a director or other officer or employee of such company or in favour of the payment of remuneration to the directors, officers or employees of such company).

126. PROVISION FOR EMPLOYEES

The Board may exercise any power conferred on the Company by the law to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

127. OVERSEAS REGISTERS

Subject to the provisions of the Act, the Board may exercise the powers conferred on the Company with regard to the keeping of an overseas branch, local or other register and may make and vary such regulations as it thinks fit respecting the keeping of any such register.

128. BORROWING POWERS

Subject as herein provided and to the provisions of applicable laws, the Directors may exercise all the powers of the Company to borrow money, to guarantee, to indemnify and to mortgage or charge its undertaking, property, assets (present and future) and uncalled capital or any part or parts thereof and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

PROCEEDINGS OF DIRECTORS AND COMMITTEES

129. BOARD MEETINGS

Subject to the provisions of these Bye-laws, the Board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit. No Board meetings shall be held in the United Kingdom and any decision reached or resolution passed by the Directors at any meeting taking place in the United Kingdom or at which a majority of Directors present are resident in the United Kingdom shall be invalid and of no effect.

130. NOTICE OF BOARD MEETINGS

A Director may, and the Secretary on the requisition of a Director shall, at any time summon a Board meeting. Notice of a Board meeting shall be deemed to be duly given to a Director if it is given to such Director verbally (including in person or by telephone) or otherwise communicated or sent to such Director by post, electronic means or other mode of representing words in a visible form at such Director’s last known address or in accordance with any other instructions given by such Director to the Company for this purpose.

131. QUORUM

The quorum necessary for the transaction of business shall be two persons (provided that if there is only one Director for the time being in office the quorum shall be one), each being a Director or an Alternate Director, provided that if a majority of the Directors present at the meeting are resident in the United Kingdom the Directors present, irrespective of their number, shall not constitute a quorum and the Directors may not meet. A person who holds office only as an Alternate Director shall only be counted in the quorum if his appointor is not present. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Board. Any Director who ceases to be a Director at a meeting of the Directors may continue to be present and to act as a Director and be counted in the quorum until the termination of the meeting of the Directors if a majority of the Directors present do not object and if otherwise a quorum of Directors would not be present.

132. CHAIRMAN AND OTHER OFFICES

The Board shall appoint one or more of its body who is not resident in the United Kingdom as Chairman, joint Chairman or Deputy Chairman of the Board and shall determine the period for which he is or they are to hold office and may at any time remove him or them from office. If no such Chairman or Deputy Chairman is elected or if at any meeting neither a Chairman nor a Deputy Chairman is present within five minutes of the time appointed for holding it, the Directors present shall choose one of their number to be Chairman of such meeting. In the event of two or more Joint Chairmen or in the absence of a Chairman, two or more Deputy Chairmen being present, the Joint Chairman or Deputy Chairman to act as Chairman of the meeting shall be decided by those Directors present. Any Chairman or Deputy Chairman may also hold executive office under the Company.

133. VOTING

Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman of that meeting shall have a second or casting vote but only if the effect of the exercise of such a vote is not to render a decision or vote in question one which is reached or passed by a majority of Directors who are resident in the United Kingdom.

134. PARTICIPATION BY TELEPHONE AND ELECTRONIC MAIL

- 134.1 Any Director or his alternate or member of a committee of the Directors (in each case not present in the United Kingdom) may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or electronic mail or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting or are able to receive communications from each of the other Directors participating in the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or if there is no group which is larger than any other group where the Chairman of the meeting then is, but in no event shall any meeting take place or be deemed to take place in the United Kingdom. Subject to these Bye-laws, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Bye-laws be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that two or fewer than two Directors or alternate Directors are physically present at the same place.
- 134.2 A resolution passed at any meeting held in the above manner, and signed by the Chairman of the meeting, shall be as valid and effectual as if it had been passed at a meeting of the Board (or committee, as the case may be) duly convened and held.

135. RESOLUTION IN WRITING

A resolution in writing drafted by or on behalf of a Director who is resident outside of the United Kingdom and executed by all the Directors for the time being entitled to receive notice of a Board meeting shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board (or committee as the case may be). Such a resolution:

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- (a) may consist of several documents in the same form each executed by one or more of the Directors or members of the relevant committee, including executions evidenced by means of facsimile or electronic transmission;
 - (d) to be effective, need not be signed by a Director who is prohibited by these Bye-laws from voting thereon, or by his alternate; and
 - (e) shall not be effective if a majority of those signing it were resident or located in the United Kingdom at the time of signing.

136. PROCEEDINGS OF COMMITTEES

All committees of the Board shall, in the exercise of the powers delegated to them and in the transaction of business, conform with any mode of proceedings and regulations which the Board may prescribe and subject thereto shall be governed by such of these Bye-laws as regulate the proceedings of the Board as are capable of applying.

137. MINUTES OF PROCEEDINGS

137.1 The Board shall cause minutes to be made in books kept for the purpose of recording all orders, resolutions and proceedings of every meeting of the Board, of a committee of the Board, of the Company or of the holders of any class of shares or debentures of the Company including:

- (a) all appointments of officers and committees made by the Board and of any such officer's salary or remuneration;
- (b) the names of Directors present at every such meeting, of a committee of the Board, of the Company or of the holders of any class of shares or debentures of the Company, and all orders, resolutions and proceedings of such meetings; and
- (c) of all resolutions and proceedings of general meetings of the members, Board meetings, meetings of managers and meetings of committees appointed by the Board.

137.2 Any such minutes if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting or the Secretary, shall be prima facie evidence of the matters stated in such minutes without any further proof.

137.3 Subject to applicable law, all acts done by a meeting of the Board or of any committee of the Board, local group or divisional board or agency or by any person acting as a Director, Alternate Director or member of a committee, local group, divisional board or agency shall, as regards all persons dealing in good faith with the Company notwithstanding that it is afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid or that they or any of them were or was disqualified from holding office or not entitled to vote or had in any way vacated their or his office or that the delegation to such committee, local group, divisional board or agency had been annulled, varied or revoked, be as valid as if every such person had been duly appointed, and was duly qualified and had continued to be a Director, Alternate Director or member of a committee, local group, divisional board or agency, and had been entitled to vote or as if the delegation had continued in full force and effect.

137.4 Minutes prepared in accordance with the Act and these Bye-laws shall be kept by the Secretary or the Resident Representative at the Office of the Company.

DIRECTORS' INTERESTS

138. DIRECTOR MAY HAVE INTERESTS

Subject to the provisions of section 97 of the Act and provided that Bye-law 139 is complied with, a Director, notwithstanding his office:

- (a) may be a party to or otherwise be interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested, either in regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise;

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- (b) may hold any other office or place of profit under the Company (except that of Auditor or of auditor of a subsidiary of the Company) in conjunction with the office of Director and may act by itself or through his firm in a professional capacity for the Company and in any such case on such terms as to remuneration and otherwise as the remuneration committee or the Board may arrange either in addition to or in lieu of any remuneration provided for by any other Bye-law;
 - (c) may be a member of, or 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 or promoting the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment; and
 - (d) shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other benefit which he derives from any such office, employment, contract, arrangement, transaction or proposal or from any interest in any such body corporate,

and no such contract, arrangement, transaction or proposal shall be void on the grounds of any such interest or benefit.

139. DISCLOSURE OF INTERESTS TO BOARD

139.1 A Director who to his knowledge is in any way (directly or indirectly) interested in any contract, arrangement, transaction or proposal with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract, arrangement, transaction or proposal is first considered if he knows his interest then exists or, in any other case, at the first meeting of the Board after he knows that he is or has become so interested.

139.2 For the purposes of this Bye-law:

- (a) a general notice given to the Board by a Director that he is to be regarded as having an interest (of the nature and extent specified in the notice) in any contract, transaction, arrangement or proposal in which a specified firm, company, person or class of persons is interested shall be deemed to be a sufficient disclosure under this Bye-law in relation to such contract, transaction, arrangement or proposal of the nature and extent thereof as so specified provided that no such notice shall be effective unless either it is given at a meeting of the Directors or the Director takes reasonable steps to secure that it is brought up and read at the first possible meeting of the Directors after it is given; and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

140. INTERESTED DIRECTOR NOT TO VOTE OR COUNT FOR QUORUM

Save as provided in this Bye-law, a Director shall not vote on or be counted in the quorum in relation to any resolution of the Board or of a committee of the Board concerning any contract, arrangement, transaction or any proposal whatsoever to which the Company is or is to be a party in which (together with any interest of any person connected with him within the meaning of sections 252 to 255 of the UK Act) he has (directly or indirectly) an interest which is material (other than by virtue of his interests in shares or debentures or other securities of, or otherwise in or through, the Company) or a duty which conflicts with the interests of the Company unless his duty or interest arises only because the resolution relates to one of the matters set out in the following sub-paragraphs in which case he shall be entitled to vote and be counted in the quorum provided that he has disclosed to the Board the nature and extent of his interest which he is required to disclose pursuant to section 97 of the Act and these Bye-laws:

- (a) the giving to him of any guarantee, security or indemnity in respect of money lent or obligations incurred by him or any other person at the request of or for the benefit of the Company or any of its subsidiaries;
 - (b) the giving to a third party of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole
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or in part either alone or jointly with others, under a guarantee or indemnity or by the giving of security;

- (c) where the Company or any of its subsidiaries is offering securities in which offer the Director is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which the Director is to participate;
- (d) relating to another company in which he and any persons connected with him (within the meaning of sections 252 to 255 of the UK Act) do not to his knowledge hold an interest in shares (as that term is used in sections 820 to 825 of the UK Act) representing one per cent or more of either any class of the equity share capital, or the voting rights, in such company;
- (e) relating to an arrangement for the benefit of the employees of the Company or any of its subsidiaries which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates; or
- (f) concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons including Directors.

An interest of a person who is, for any purpose of the Act (excluding any such modification thereof not in force when these Bye-laws became binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director otherwise has.

141. DIRECTOR'S INTEREST IN OWN APPOINTMENT

A Director shall not vote or be counted in the quorum on any resolution of the Board or committee of the Board concerning his own appointment (including fixing or varying the terms of his appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is interested. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment or termination) of two or more Directors to offices or places of profit with the Company or any company in which the Company is interested, such proposals may be divided and a separate resolution considered in relation to each Director. In such case each of the Directors concerned (if not otherwise debarred from voting under these Bye-laws) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

142. CHAIRMAN'S RULING CONCLUSIVE ON DIRECTOR'S INTEREST

If any question arises at any meeting of the Board or any committee of the Board as to the materiality of a Director's interest (other than the Chairman's interest) or as to the entitlement of any Director (other than the Chairman) to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum such question (unless the Director concerned is the Chairman in which case Bye-law 143 shall apply) shall before the conclusion of the meeting be referred to the Chairman of the meeting. The Chairman's ruling in relation to the Director concerned shall be final and conclusive except in a case where the nature or extent of the interest of the Director has not been fairly disclosed and provided that any such question shall, for the purposes of disclosure of such interests in the accounts of the company, be finally and conclusively decided by a majority of the Directors (other than the Director concerned).

143. DIRECTOR'S RESOLUTION CONCLUSIVE ON CHAIRMAN'S INTEREST

If any question arises at any meeting of the Board or any committee of the Board as to the materiality of the Chairman's interest or as to the entitlement of the Chairman to vote or be counted in a quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall before the conclusion of the meeting be decided by resolution of the Directors or committee members present at the meeting (excluding the Chairman) whose majority vote shall be final and conclusive except in a case where the nature or extent of the interest of the Chairman has not been fairly disclosed and provided that any such question shall, for the purposes of disclosure of such interests in the accounts of the company, be finally and conclusively decided by a majority of the Directors (other than the Director concerned).

144. EXERCISE OF VOTING POWERS BY DIRECTORS

The Board may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner in all respects as it thinks fit (including the exercise thereof in favour of any resolution appointing the Directors or any of them directors of such company, or voting or providing for the payment of remuneration to the directors of such company).

AUTHENTICATION OF DOCUMENTS

145. POWER TO AUTHENTICATE DOCUMENTS

Any Director, the Secretary, the Resident Representative or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolutions passed by the Company or the Directors or any committee and any books, records, documents and accounts relating to the business of the Company and to certify copies of them or extracts from them as true copies or extracts and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having the custody of them shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Directors or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company in reliance on them that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

SEALS

146. SAFE CUSTODY

The Board shall provide for the safe custody of the Seal and of any other seal of the Company.

147. APPLICATION OF SEALS

147.1 The Company may adopt a seal in such form as the Board may determine. The Board may adopt one or more duplicate seals for use in or outside Bermuda.

147.2 A seal may, but need not, be affixed to any deed, instrument or document, and if the seal is to be affixed thereto, it shall be attested by the signature of: (i) any Director; (ii) any officer; (iii) the Secretary; or (iv) any person authorised by the Board for that purpose.

147.3 A Resident Representative may, but need not, affix the seal of the Company to certify the authenticity of any copies of documents.

148. EXECUTION WITHOUT SEALING

A document signed by one or more Directors and expressed (in whatever form of words) to be executed by the Company shall have the same effect as if it were executed under seal, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it not to have effect without the authority of a resolution of the Board or of a committee of the Board authorised in that behalf. An instrument or document which is executed by the Company otherwise than under seal shall not be deemed to be delivered by the Company solely as a result of it having been executed by the Company.

149. [RESERVED]

THE SECRETARY

150. THE SECRETARY

- 150.1 The Board shall have power to appoint a Secretary and shall have power to appoint one or more persons to be an Assistant or Deputy Secretary at such remuneration and on such terms and conditions as it thinks fit and any such person so appointed may be removed by the Board. No person who is resident in the United Kingdom may be appointed as Secretary or Joint Secretary.
- 150.2 Any provision of these Bye-laws requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

DIVIDENDS AND OTHER PAYMENTS

151. DECLARATION OF DIVIDENDS

Subject to the provisions of these Bye-laws and the Act, the Company may, by resolution declare that dividends be paid in cash or in specie to members according to their respective rights and interests in the Company. However, no dividend shall exceed the amount recommended by the Board.

152. INTERIM DIVIDENDS

- 152.1 Subject to Bye-law 152.2, the Board may, subject to the provisions of the Act, declare and pay such interim dividends on any class of shares, including any interim dividend payable at a fixed rate, (being for these purposes any dividend other than one declared at the Company's annual general meeting in respect of the Company's annual financial results), as appear to the Board to be justified by the profits of the Company and the position of the Company. Provided that the Board acts in good faith it shall not incur any liability to the holders of shares conferring preferential rights for any loss that they may suffer in consequence of the declaration or by the lawful payment of any interim dividend on any shares ranking after those with preferential rights.
- 152.2 Any interim dividend on any class of shares with an aggregate value that either by itself, or together with any other interim dividends declared and/or paid on any class of shares in the preceding 12 months, exceeds 3 per cent. of the mean market capitalisation of all of the Company's equity securities listed on any stock exchange for the 12 months preceding the proposed record date for the interim dividend, shall, notwithstanding the provisions of Bye-law 152.1, require a resolution of the Company specifically authorising such interim dividend, *provided that* this Bye-law 152.2 shall not apply in respect of any interim dividend on any Unsecured Loan Notes.

153. ENTITLEMENT TO DIVIDENDS

- 153.1 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up (otherwise than in advance of calls) on the shares on which the dividend is paid. Subject as aforesaid, all dividends shall be apportioned and paid pro rata according to the amounts paid up or credited as paid up on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date or be entitled to dividends declared after a particular date it shall rank for or be entitled to dividends accordingly.
- 153.2 All dividends shall be paid (subject to any lien of the Company) to those members whose names shall be on the register at the date on which such dividend shall be declared or at such other date as the Company by resolution or the Board may determine, notwithstanding any subsequent transfer or transmission of shares.
- 153.3 The Board may pay dividends on shares in respect of which any person is by transmission entitled to be registered as holder to such person upon production of such certificate and/or evidence as would be required if such person desired to be registered as a member in respect of such shares or upon the production of such evidence as is otherwise required by the Board.

154. CALLS OR DEBTS MAY BE DEDUCTED FROM DIVIDENDS

The Board may deduct from any dividend or other money payable to any member on or in respect of a share all such sums as may be due from him to the Company on account of calls or otherwise in relation to the shares of the Company.

155. DISTRIBUTION IN SPECIE

The Board may, with the authority of resolution of the Company, direct that payment of any dividend declared may be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, or in any one or more of such ways. Where any difficulty arises in regard to such distribution, the Board may settle it as it thinks fit. In particular, the Board may:

- (a) issue fractional certificates or, subject to the law and, in the case of shares held in uncertificated form, the rules of the Uncertificated System, authorise and instruct any person to sell and transfer any fractions or disregard fractions altogether;
- (b) fix the value for distribution of such assets or any part of them and determine that cash payments may be made to any members on the footing of the value so fixed, in order to adjust the rights of members; and
- (c) vest any such assets in trustees on trust for the persons entitled to the dividend.

156. DIVIDENDS NOT TO BEAR INTEREST

Unless otherwise provided by the rights attached to the share no dividend or other moneys payable by the Company or in respect of a share shall bear interest as against the Company.

157. METHOD OF PAYMENT

- 157.1 The Company may pay any dividend, interest or other sum payable in respect of a share in cash or by direct debit, bank transfer, cheque, dividend warrant or money order or by any other method (including electronic media) as the Board may consider appropriate (or in respect of any uncertificated share through the Uncertificated System) and may send it by post or other delivery service (or by such other means offered by the Company as the member or persons entitled to it may agree in writing) to the registered address (or in the case of a Depositary, subject to the approval of the Board, such persons and addresses as the Depositary may require) of the member or person entitled to it (or if two or more persons are holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the member or otherwise by operation of law to the registered address of such of those persons as is first named in the Register) or to such person and such address as such member or person or persons may direct in writing.
- 157.2 Every cheque, warrant, order or other form of payment is sent at the risk of the person entitled to the money represented by it and shall be made payable to the order of the person or persons entitled or, where an authority in that behalf shall have been received by the Company in such form as the Company shall consider sufficient, to such other person as the person or persons entitled may direct in writing. Payment of the cheque, warrant, order or other form of payment to the person entitled or the person specified in such authority shall be a good discharge to the Company. If any such cheque, warrant, order or other form of payment has or shall be alleged to have been lost, stolen or destroyed the Board may at the request of the person entitled to it issue a replacement cheque, warrant or order or make payment in some other form, subject to compliance with such conditions as to evidence and indemnity and the payment of out of pocket expenses of the Company in connection with the request as the Board may think fit.
- 157.3 Any joint holder or other person jointly entitled to a share may give an effective receipt for any dividend or other moneys payable in respect of such share.
- 157.4 If the payment is made on behalf of the Company through the Uncertificated System the Company shall not be responsible for any default in accounting for such payment to the member or other person entitled to such payment by a bank or other financial intermediary of which the member or other person is a customer for settlement purposes in connection with the Uncertificated System.
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157.5 The Board may, at its discretion, make provisions to enable a Depositary and/or any member as the Board shall from time to time determine to receive duly declared dividends in a currency or currencies other than sterling. For the purposes of the calculation of the amount receivable in respect of any dividend, the rate of exchange to be used to determine the foreign currency equivalent of any sum payable as a dividend shall be such rate or rates, and the payment thereof shall be on such terms and conditions, as the Board may in its absolute discretion determine.

157.6 The Board may:

- (a) lay down procedures for making any payments in respect of uncertificated shares through the Uncertificated System;
- (b) allow any holder of uncertificated shares to elect to receive or not to receive any such payment through the Uncertificated System; and
- (c) lay down procedures to enable any such holder to make, vary or revoke any such election.

The Company may make, or procure the making of, any payment in respect of a member's uncertificated shares through the Uncertificated System in accordance with any authority given to the Company to do so (whether in writing, through the Uncertificated System or otherwise) by or on behalf of the member in a form satisfactory to the Board. The making of such payment in accordance with such authority shall be a good discharge to the Company.

158. UNCASHED DIVIDENDS

If cheques, warrants or orders for dividends or other sums payable in respect of a share sent by the Company to the person entitled thereto by post are returned to the Company undelivered or left uncashed on two consecutive occasions or, following one occasion, reasonable enquiries have failed to establish any new address to be used for the purpose, the Company shall not be obliged to send any further dividends or other moneys payable in respect of that share due to that person until he notifies the Company of an address to be used for the purpose.

159. UNCLAIMED DIVIDENDS

All dividends, interest or other sum payable and unclaimed for 12 months after having become payable may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of 12 years after having become due for payment shall (if the Board so resolves) be forfeited and shall revert to the Company.

160. PAYMENT OF SCRIP DIVIDENDS

160.1 The Board may with the prior authority of a resolution of the Company and subject to the Act and such conditions as the Board may determine, provided that the Company has sufficient authorised capital or reserves to give effect to it, offer to any holders of Ordinary Shares the right to elect to receive Ordinary Shares credited as fully paid, in whole or in part instead of cash in respect of the whole or some part (to be determined by the Board) of any dividend specified by the resolution. The following provisions shall apply:

- (a) the said resolution may specify a particular dividend, or may specify all or any dividends declared within a specified period or periods but such period may not end later than the beginning of the fifth annual general meeting following the date of the meeting at which such resolution is passed;
- (b) the entitlement of each holder of Ordinary Shares to new Ordinary Shares shall be such that the relevant value of the entitlement shall, unless the Board otherwise determines, be as nearly as possible equal to the cash amount (disregarding any tax credit) of the dividend that such holder would have received by way of dividend. For this purpose "**relevant value**" shall be calculated by reference to the average of the middle market quotations for the Ordinary Shares on the London Stock Exchange for the day on which the Ordinary Shares are first quoted "ex" the relevant dividend and the four subsequent dealing days, or in such other manner as the Board may determine and on such basis as it considers to be fair and

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- reasonable. A certificate or report by the Auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount and in giving such a certificate or report the Auditors may rely on advice or information from such brokers or other sources of information as they think fit;
- (c) no fractions of a share shall be allotted and the Directors may make such provision as they think fit for dealing with the case of shares otherwise becoming distributable in fractions including provisions whereby, in whole or in part, the benefit of the fractional entitlements accrues to the Company rather than to the members concerned;
 - (d) the Directors may specify a minimum number of Ordinary Shares in respect of which the right of election may be exercised;
 - (e) the Board shall, after determining the basis of allotment, notify the holders of Ordinary Shares in writing of the right of election offered to them and specify the procedure to be followed and place at which and the latest time by which (being at least 21 clear days after the despatch of the notice) elections must be lodged in order to be effective. A form of election lodged in respect of a particular dividend in relation to which the Directors have announced their intention to offer elections may not be revoked as regards the said dividend unless prior to the latest time specified by the Directors for lodgement of elections in respect of the said dividend written notice of revocation is lodged at the place specified by the Directors as aforesaid;
 - (f) the Board may exclude from any offer or impose any restrictions on any holders of Ordinary Shares or any Ordinary Shares on which dividends are payable in foreign currency as they think necessary or desirable where the Board considers that the making of the offer to them or in respect of such shares would or might involve the contravention of the laws of any territory or that such exclusions or restrictions are necessary or expedient;
 - (g) the Board may determine that every duly effected election in respect of any Ordinary Shares shall be binding on every successor in title to their holder;
 - (h) the dividend (or that part of the dividend in respect of which a right of election has been offered) shall not be payable on Ordinary Shares in respect of which an election has been duly made (the “**elected Ordinary Shares**”) and instead additional Ordinary Shares shall be allotted to the holders of the elected Ordinary Shares on the basis of allotment determined as aforesaid. For such purpose the Board may capitalise out of any amount for the time being standing to the credit of any of the profits or reserves which could otherwise have been applied in paying dividends in cash as the Board may determine, a sum equal to the aggregate issue price of the additional Ordinary Shares to be allotted on that basis and apply it in paying up in full the appropriate number of unissued Ordinary Shares for allotment and distribution to the holders of the elected Ordinary Shares on that basis. A Board resolution capitalising any part of such reserve or fund or profits shall have the same effect as if such capitalisation had been declared by resolution of the Company in accordance with Bye-law 163 and in relation to any such capitalisation the Board may exercise all the powers conferred on them by Bye-law 163 without need of such resolution;
 - (i) the additional Ordinary Shares so allotted shall rank *pari passu* in all respects with each other and with the fully paid Ordinary Shares in issue on the record date for the dividend in respect of which the right of election has been offered except that they will not rank for any dividend or other distribution or other entitlement (including the relevant dividend and the share election in lieu of such dividend) which has been declared, paid or made by reference to such record date or any earlier record date; and
 - (j) the Board may terminate, suspend or amend any offer of the right to elect to receive Ordinary Shares in lieu of any cash dividend at any time (whether temporarily or otherwise) and shall not proceed with any election unless the Company has sufficient unissued shares for issue and sufficient funds that may be capitalised to give effect to it after the basis of allotment is determined.
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160.2 The Board may also from time to time establish or vary a procedure for election mandates, under which a holder of Ordinary Shares may elect to receive Ordinary Shares credited as fully paid instead of cash in respect of all or certain future rights offered to that holder under this Bye-law until the election mandate is revoked in accordance with any such procedure.

160.3 If the Ordinary Shares are admitted to listing or trading on any recognised investment exchange, the Company shall apply to the relevant regulatory authority for the additional Ordinary Shares so allotted to be admitted to the recognised investment exchange(s) and securities list(s) to which the Company's existing issued Ordinary Shares are admitted.

160.4 The Directors shall have power to do all acts and things as they consider necessary or expedient to give effect to this Bye-law.

161. WAIVER OF DIVIDENDS

The waiver in whole or in part of any dividend on any share by any document (whether or not under seal) shall be effective only if such document is signed by the member (or the person entitled to the share in consequence of the death, bankruptcy or mental disorder of the holder or otherwise by operation of law) and delivered to the Company and only if or to the extent that the same is accepted as such or acted upon by the Company.

162. RESERVES

The Board may, before recommending any dividend (whether preferential or otherwise) carry to reserves out of the profits of the Company such sums as it thinks fit. All sums standing to reserves may be applied from time to time, at the discretion of the Board, for any other purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested in such investments as the Board thinks fit and so that it shall not be necessary to keep any investment constituting the reserve separate or distinct from any other investment of the Company. The Board may divide the reserve into such special funds as it thinks fit and may consolidate into one fund any special fund or any part of any special fund into which the reserve may have been divided as it thinks fit. Any sum which the Board may carry to reserve out of the unrealised profit of the Company shall not be mixed with any reserve to which profits available for distribution have been carried. The Board may also, without placing the same to reserve, carry forward any profit which it may think prudent not to distribute.

163. CAPITALISATION OF RESERVES

The Board may with the authority of a resolution of the Company:

- (a) subject as provided in this Bye-law, resolve to capitalise any profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or fund of the Company which is available for distribution or standing to the credit of share premium account or other undistributable reserve;
- (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend in proportion to the nominal 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 then distributable and were distributed by way of dividend 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 of a nominal 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) resolve that any shares so allotted to any member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividends only to the extent that such partly paid shares rank for dividends;
- (d) make such provision by the issue of fractional certificates (or by ignoring fractions or by accruing the benefit of it to the Company rather than to the holders of Ordinary Shares concerned) or by

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- payment in cash or otherwise as it thinks fit in the case of shares or debentures becoming distributable in fractions;
- (e) authorise any person to enter on behalf of all the holders of Ordinary Shares concerned into an agreement with the Company providing for either:
 - (i) the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled on such capitalisation; or
 - (ii) the payment up by the Company on behalf of such holders by the application to it of their respective proportions of the reserves or profits resolved to be capitalised of the amounts or any part of the amounts remaining unpaid on their existing shares,(any agreement made under such authority being effective and binding on all such holders);
 - (f) generally do all acts and things required to give effect to such resolution; and
 - (g) for the purposes of this Bye-law, unless the relevant resolution provides otherwise, if the Company holds Treasury Shares of the relevant class at the record date specified in the relevant resolution, it shall be treated as if it were not entitled to receive the dividends in respect of those Treasury Shares which would have been payable if those Treasury Shares had been held by a person other than the Company.

164. RECORD DATES

Notwithstanding any other provision of these Bye-laws but without prejudice to the rights attached to any shares, the Company or the Board may fix any date (the “**record date**”) as the date at the close of business (or such other time as the Board may determine) on which persons registered as the holders of shares or other securities shall be entitled to receipt of any dividend, distribution, interest, allotment, issue, notice, information, document or circular and such record date may be on or at any time before the date on which the same is paid, made, given or served or (in the case of any dividend, distribution, interest, allotment or issue) at any time after the same is recommended, resolved, declared or announced but without prejudice to the rights inter se in respect of the same of transferors and transferees of any such shares or other securities. No change in the register of such holders after the record date shall invalidate the same.

ACCOUNTS

165. ACCOUNTING RECORDS

The Board shall cause accounting records to be kept in accordance with the Act and shall keep such other books and registers as are necessary to comply with Act. The accounting records shall be retained for a minimum period of five years from the date on which they are prepared. The financial year end of the Company may be determined by resolution of the Board and failing such resolution shall be 31st January in each year.

166. INSPECTION OF RECORDS

The accounting records shall be kept at the Office or (subject to the Act) at such other place as the Board thinks fit. No member (other than a Director) shall have any right to inspect any accounting record or other document of the Company unless he is authorised to do so by statute, by order of the Court, by the Board or by resolution of the Company.

167. ACCOUNTS TO BE SENT TO MEMBERS

A printed copy of the Directors’ and Auditors’ reports accompanied by printed copies of the annual accounts (including every document required by law to be comprised in them or annexed or attached to them) shall not less than 21 clear days before the meeting before which they are to be laid, be delivered or sent by post to every member and holder of debentures of the Company and to the Auditors and to every other person who is entitled to receive notice of general meetings. However, this Bye-law shall not require a copy of those documents to be sent to any person who under the provisions

of these Bye-laws is not entitled to receive notices from the Company or of whose address the Company is unaware or to any holder of debentures of whose address the Company is unaware or to more than one of the joint holders of any shares or debentures. If all or any of the shares in or debentures of the Company are listed or dealt in on any stock exchange, there shall at the same time be forwarded to the secretary of that stock exchange such number of copies of each of those documents as the regulations of that stock exchange may require.

NOTICES

168. NOTICES TO BE IN WRITING

Any notice to be given to or by any person pursuant to these Bye-laws shall be in writing (except that a notice convening a Board or Board committee meeting need not be in writing) or shall be given using electronic communication to an address for the time being notified for that purpose to the person giving the notice. Nothing in Bye-laws 168 to 174 (inclusive) shall affect any requirements of the Act that any particular offer, notice or other document be served in any particular manner.

In Bye-laws 168 to 174 (inclusive), “**address**” includes any number, electronic mail address or other address used for the purposes of such communications.

169. SERVICE OF NOTICE ON MEMBERS

169.1 A notice or document (including a share certificate) may be given by the Company to a member:

- (a) by delivering it to such member in person, in which case the notice or document shall be deemed to have been served upon such delivery;
- (b) by sending it by post or other delivery service in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by any other means authorised in writing by the member concerned. In the case of a member with a registered address or address for service in the British Isles, such notice or document shall be deemed to have been delivered on the day after the day when it was put in the post (or, where second-class mail is employed, on the second day after the day when it was put in the post). In the case of a member with a registered address or address for service outside the British Isles, such notice or document shall be deemed to have been delivered five business days after the day when it was put in the post. Any notice, certificate or other document not sent by post but delivered or left at a registered address or address for service in the British Isles shall be deemed to have been served or delivered on the day on which it was so delivered or left;
- (c) by sending it by courier to such member’s address in the Register, in which case the notice or document shall be deemed to have been served two days after the date on which it is deposited, with courier fees paid, with the courier service;
- (d) by transmitting it by electronic means (including facsimile and electronic mail, but not telephone) in accordance with such directions as may be given by such member to the Company for such purpose, in which case the notice or document shall be deemed to have been served at the expiration of twenty four hours after the electronic transmission; or
- (e) by delivering it in accordance with the provisions of the Act pertaining to delivery of electronic records by publication on a website, in which case the notice or document shall be deemed to have been served at the time when the requirements of the Act in that regard have been met.

169.2 In the case of joint holders of a share all notices or documents shall be given to the joint holder whose name stands first in the Register in respect of the joint holding. Notice so given shall be sufficient notice to all the joint holders.

169.3 Where a member (or in the case of joint holders the person first named in the Register) has a registered address outside the British Isles but has notified the Company of an address within the British Isles at which notices or other documents may be given to him, or an address to which notices may be sent using electronic communication he shall be entitled to have notices given to him

at that address, but otherwise no such member shall be entitled to receive any notice or document from the Company.

169.4 If on three consecutive occasions notices or other documents have been sent through the post to any member at his registered address or his address for the service of notices but have been returned undelivered, such member shall not thereafter be entitled to receive notices or other documents from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the British Isles for the service of notices.

169.5 Any notice to be given to a member may be given by reference to the register as it stands at any time within the period of 15 days before the notice is given (subject to the Uncertificated Regulations if the Company is then a participating issuer for the purposes of the Uncertificated Regulations) and no change in the Register after that time shall invalidate the giving of the notice.

170. NOTICE IN CASE OF DEATH, BANKRUPTCY OR MENTAL DISORDER

The Company may, on receipt of such evidence as the Board may reasonably require to show title to that share, give notice to the person entitled to a share in consequence of the death, bankruptcy or mental disorder of a member or otherwise by operation of law, by sending or delivering it in any manner authorised by these Bye-laws for the giving of notice to a member, addressed to that person by name, or by the title of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description at the address (if any) within the British Isles supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied a notice may be given in any manner in which it might have been given if the death, bankruptcy, operation of law or other event had not occurred. Such service of notice shall for all purposes be deemed a sufficient service of such notice on all persons interested in the share.

171. DEEMED NOTICE

171.2 Any member present, in person or by proxy at any meeting of the Company or of the holders of any class of shares of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.

172. NOTICE BINDING ON TRANSFEREES

Every person who, by operation of law, transfers or by any other means becomes entitled to a share shall be bound by any notice in respect of that share (other than in respect of an Information Notice) which, before his name is entered in the Register, has been duly given to a person from whom he derives his title.

173. NOTICE BY ADVERTISEMENT

Any notice to be given by the Company to the members or any of them and not otherwise provided for by these Bye-laws shall be sufficiently given if given by advertisement in at least one leading daily national newspaper published in the British Isles and, where the Company keeps an overseas branch register, in at least one leading daily newspaper published in the territory in which such register is maintained. Any notice given by advertisement shall be deemed to have been served at noon on the day on which the advertisement first appears.

174. SUSPENSION OF POSTAL SERVICES

If at any time by reason of, or the threat of, the suspension, interruption or curtailment of postal services within the British Isles, the Company is or would be unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least two leading daily national newspapers (at least one of which shall be published in the British Isles) and, where the Company keeps an overseas branch register, in at least one leading daily newspaper published in the territory in which such register is maintained. Such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day on which the first of such advertisements appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the British Isles again becomes practicable.

WINDING UP

175. DIVISION OF ASSETS

- 175.1 The Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.
- 175.2 If the Company is wound up, the surplus assets remaining after payment of all creditors are to be divided among the members in proportion to the capital which at the commencement of the winding up is paid up on the shares held by them respectively and, if such surplus assets are insufficient to repay the whole of the paid up capital, they are to be distributed so that, as nearly as may be, the losses are borne by the members in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively. This Bye-law 175.2 is subject to the rights attached to any shares which may be issued on special terms or conditions.
- 175.3 Subject to Bye-law 175.2, if the Company is wound up the liquidator may, with the sanction of a resolution of the Company and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company 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 the assets in trustees on such trusts for the benefit of the members as he with the like sanction shall determine but no member shall be compelled to accept any assets on which there is a liability.

176. [RESERVED]

INDEMNITY

177. RIGHT TO INDEMNITY

The Directors, Resident Representative, Secretary and other officers (such term to include any person appointed to any committee by the Board) acting in relation to any of the affairs of the Company or any subsidiary thereof and the liquidator or trustees (if any) acting in relation to any of the affairs of the Company or any subsidiary thereof and every one of them (whether for the time being or formerly), and their heirs, executors and administrators (each of which an “indemnified party”), shall be indemnified and secured harmless out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, their heirs, executors or administrators, shall or may incur or sustain by or by reason of any act done, concurred in or omitted in or about the execution of their duty, or supposed duty, or in their respective offices or trusts, and no indemnified party shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipts for the sake of conformity, or for any bankers or other persons with whom any monies or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any monies of or belonging to the Company shall be placed out on or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto, PROVIDED THAT this indemnity shall not extend to any matter in respect of any fraud or dishonesty in relation to the Company which may attach to any of the indemnified parties. Each member agrees to waive any claim or right of action such member might have, whether individually or by or in the right of the Company, against any Director or officer on account of any action taken by such Director or officer, or the failure of such Director or officer to take any action in the performance of his duties with or for the Company or any subsidiary thereof, PROVIDED THAT such waiver shall not extend to any matter in respect of any fraud or dishonesty in relation to the Company which may attach to such Director or officer.

178. POWER TO INSURE

Subject to the provisions of the Act, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Director or other officer or employee of the Company or of any other company which is a subsidiary, subsidiary undertaking

or holding company of the Company or in which the Company has an interest whether direct or indirect or which otherwise is in any way allied to or associated with the Company or of any subsidiary undertaking or holding company of the Company or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of the Company or of any such other company or subsidiary undertaking is or has been interested indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer, employee or trustee.

179. WARRANTS TO SUBSCRIBE FOR SHARES

The Company may, subject to the provisions of the Act and of these Bye-laws, issue warrants to subscribe for shares in the Company. Such warrants shall be issued upon such terms and subject to such conditions as may be resolved upon by the Board including, without prejudice to the generality of the foregoing, terms and conditions which provide that, on a winding up of the Company, a holder of warrants may be entitled to receive out of the assets of the Company available in the liquidation *pari passu* with the holders of shares of the same class as the shares in respect of which the subscription rights conferred by the warrants can be exercised such a sum as he would have received had he exercised the subscription rights conferred by his warrants prior to the winding up but after deduction of the price (if any) payable on exercise of such subscription rights.

AUDITS

180. ANNUAL AUDIT

Subject to any rights to waive laying of accounts or appointment of an Auditor pursuant to the Act, the accounts of the Company shall be audited at least once in every year.

181. APPOINTMENT OF AUDITOR

Subject to the Act, the members shall appoint an auditor to the Company to hold office for such term as the members deem fit or until a successor is appointed. The Auditor may be a member but no Director, officer or employee of the Company shall, during his continuance in office, be eligible to act as an Auditor of the Company.

182. REMUNERATION OF AUDITOR

The remuneration of an Auditor appointed by the members shall be fixed by the Company in general meeting or in such manner as the members may determine. The remuneration of an Auditor appointed by the Board to fill a casual vacancy in accordance with these Bye-laws shall be fixed by the Board.

183. DUTIES OF AUDITOR

The financial statements provided for by these Bye-laws shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards. The generally accepted auditing standards referred to in this Bye-law may be those of a country or jurisdiction other than Bermuda or such other generally accepted auditing standards as may be provided for in the Act. If so, the financial statements and the report of the Auditor shall identify the generally accepted auditing standards used.

184. ACCESS TO RECORDS

The Auditor shall at all reasonable times have access to all books kept by the Company and to all accounts and vouchers relating thereto, and the Auditor may call on the Directors or Officers for any information in their possession relating to the books or affairs of the Company.

185. FINANCIAL STATEMENTS AND THE AUDITOR'S REPORT

Subject to the following Bye-law, the financial statements and/or the auditor's report as required by the Act shall:

- (a) be laid before the members at the annual general meeting; or
- (b) be received, accepted, adopted or approved by the members by written resolution passed in accordance with these Bye-laws.

If all members and Directors shall agree, either in writing or at a meeting, that in respect of a particular interval no financial statements and/or auditor's report thereon need be made available to the members, and/or that no auditor shall be appointed then there shall be no obligation on the Company to do so.

186. VACANCY IN THE OFFICE OF AUDITOR

The Board may fill any casual vacancy in the office of the auditor.

CHANGES TO CONSTITUTION

187. CHANGES TO BYE-LAWS

No Bye-law may be rescinded, altered or amended and no new Bye-law may be made save in accordance with the Act and until the same has been approved by a resolution of the Board and by a special resolution of the members.

188. CHANGES TO THE MEMORANDUM OF CONTINUANCE

No alteration or amendment to the Memorandum of Continuance may be made save in accordance with the Act and until same has been approved by a resolution of the Board and by a special resolution of the members.