

THE COMPANIES ACT

A PUBLIC COMPANY

BY-LAW NO. 3

**A By-Law relating generally to the
Conduct of the affairs of:**

ANGUILLA ELECTRICITY CO. LTD.

BE IT RESOLVED as the general By-Law of **ANGUILLA ELECTRICITY CO. LTD.** (hereinafter called "the Company") as follows:-

I. INTERPRETATION

- 1.1 In this By-Law and all other By-Laws of the Company, unless the context otherwise requires:-
- (a) "Act" means the Companies Act, RSA 2000 as from time to time amended and every statute substituted therefor and, in the case of such substitution, any reference in the By-Laws of the Company to provision of the Act shall be read as references to the provisions substituted therefor in the new statute or statutes;
 - (b) "Regulations" means any regulations made under the Act, and all regulations substituted therefor and, in the case of such substitution, any references in the By-Laws of the Company to the provisions of the Regulations shall be read as references to the provisions substituted therefor in the new regulations;
 - (c) "By-Laws" mean any By-Law of the Company from time to time in force;
 - (d) "Securities" means any instrument acknowledging or creating an indebtedness which is issued by the Company for example, debenture and debenture stock, loan stock, bonds or notes;
 - (e) All terms contained in the By-Laws and defined in the Act or in the Regulations shall have the meanings given to such terms in the Act or the Regulations; and
 - (f) The singular includes the plural and the plural includes the singular, the masculine gender includes the feminine and neuter gender, the word "person" includes body corporate, companies, partnerships, syndicates, trusts and associations of persons, and the word "individual" means a natural person.

2. **REGISTERED OFFICE**

2.1 The registered office of the Company shall be at such address in Anguilla as the directors may fix from time to time by resolution.

3. **SEAL**

3.1 The common seal of the Company shall be such as the directors may by resolution from time to time adopt.

4. **DIRECTORS**

4.1 **POWERS:** The business and affairs of the Company shall be managed by the directors.

4.2 **NUMBERS:** There shall be a minimum of five (5) directors and the maximum number of nine (9) directors.

4.3 **ELECTION:** Directors shall be elected by the shareholders in the manner hereinafter provided.

4.4 Election to the Board of Directors shall be by secret vote. On such a vote, unless a ballot is demanded, each shareholder who is present in person shall have one vote and each proxy holder shall have one vote for each proxy held. Upon a ballot, each shareholder shall have one vote for each share held by that shareholder.

4.5 No person other than a director retiring at the meeting shall be eligible for election to the office of director at any general meeting unless:

(a) recommended by directors; or

(b) not less than seven (7) working days nor more than twenty one (21) days before the date appointed for the meeting there shall have been left at the registered office of the company notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also

notice in writing signed by such person of his willingness to be elected

4.6 **TENURE:** Unless their tenure is sooner determined, a director shall hold office for a period of three (3) years.

4.6.1 At each Annual General Meeting one-third of the directors for the time being, or if their number is not three or a multiple of three then the number closest to one-third, shall retire from office. The directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who become directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

4.6.2 The shareholders may, by resolution, extend the tenure of any director appointed prior to the adoption of these By-Laws until such time as they become eligible for retirement by rotation pursuant to Bylaw 4.6.1.above.

4.7. **DISQUALIFICATION:** A director shall cease to be a director:

(a) if he becomes bankrupt or compounds with his creditors or is declared insolvent;

(b) if he is found to be of unsound mind: or

(c) if by notice in writing to the Company he resigns his office and any such resignation shall be effective at the time it is sent to the Company or at the time specified in the notice whichever is later.

(d) if he is convicted in any court of any offence involving dishonesty;

(e) if he is otherwise disqualified by the Act or any other applicable law in Anguilla or if he does any act which makes him unfit to be concerned in the management of the Company.

(f) if he shall for more than six (6) consecutive months have been absent without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated.

4.7.1 **REMOVAL:** Subject to Section 70 of the Act, the shareholders of the Company may, by ordinary resolution passed at a special meeting of the shareholders, remove any director from office and a vacancy created by the removal of a director may be filled at a meeting of the shareholders at which the director is removed.

4.7.2 Vacancies among directors of the Company, including a vacancy occurring pursuant to paragraphs 4.6.2 hereof, may be filled by a quorum of the directors of the Company under Section 72 of the Act.

4.8 **ALTERNATES:** Any director may by written notice to the Company appoint any person to be his alternate to act in his place at meetings of the directors at which he is not present or by the By-Laws deemed to be present but the directors must approve or disapprove the appointment of such persons and give notice to the director within a reasonable time. Every alternate shall be entitled to attend and vote at meetings at which the person who appointed him is not present or deemed to be present and if he is a director, to have a separate vote on behalf of the director he is representing in addition to his own vote. A director may at any time by written notice to the Company revoke the appointment of an alternate appointed by him. The remuneration payable to such an alternate shall be payable out of the remuneration of the director appointing him.

4.8.1 An alternate shall have all the rights and powers of the director for whom he is elected or appointed in the alternative, except that he is not entitled to attend and vote at any meeting of the directors otherwise than in the absence of that other director.

4.8.2 An alternate shall cease to be an alternate director if the director for whom he is appointed ceases to be a director, but if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force prior to his retirement shall continue after his reappointment.

4.9 **CORPORATE DIRECTORS:** A person who is a director of the Company but who is not an individual, shall by such procedure as may be appropriate for the management of the business and affairs of such person appoint an individual to act as such person's representative as a director of the company with power to exercise all of the powers of a director of the company but the person who appoints any such individual shall remain fully liable as a director of the Company notwithstanding any such appointment. A duly certified copy of the resolution or document whereby any such appointment is made shall be filed with the Company before any such individual acts as representative as aforesaid. Any person appointing an individual under the provisions of this paragraph may from time to time revoke the appointment of any such individual and appoint another in his place.

4.10 **DELEGATION OF POWERS OF DIRECTORS:** The directors may, subject to Section 82(2) of the Act, delegate powers to committees, a Managing Director or Chief Executive Officer, or officers of the Company in accordance with the provisions of Section 80 and 93 of the Act

- 4.11 The directors may entrust to and confer upon the Managing Director or Chief Executive Officer any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- 4.12 **APOINTMENT OF CHAIRMAN:** At the first meeting of the Board of Directors following the Annual General Meeting the directors shall appoint two of their members to act Chairman and Vice Chairman of the Board of Directors. The tenure of any Chairman or Vice Chairman appointed pursuant to this provision shall continue until the next Annual General Meeting.
- 4.13 **CONFIDENTIALITY AGREEMENT:** At the first meeting of directors after which he is appointed, a director is required to enter into a Confidentiality Agreement with the Company which forbids him from divulging or disclosing, whether deliberately or inadvertently, any confidential information acquired or obtained relating to the Company or the manner in which it operates its business during his tenure as director.
- 4.13.1 A director who is guilty of a breach of the Confidentiality Agreement may be suspended by a resolution of the Board of Directors from attending any meeting of the directors until the next Annual General Meeting or until such time as a meeting of the Company can be called to have said director removed, whichever is sooner, if seventy five percent (75%) of the directors resolve that he should be suspended.
- 4.13.2 Any meeting of the shareholders required to be called for a removal of a director for a breach of the Confidentiality Agreement pursuant to Bylaw 4.13.1 above shall be called before the expiration of 90 days from the date on which the suspension of the director is effective. Failure by the Board of Directors to call said meeting within 90 days shall result in the automatic reinstatement of the suspended director to the Board of Directors and the Board of Directors shall not be at liberty to take any further disciplinary action against the suspended director for said breach.

5. **BORROWING POWERS OF DIRECTORS**

- 5.1 The directors may from time to time:
- (a) borrow money upon the credit of the Company
 - (b) issue, reissue, sell or pledge shares or debentures of the Company
 - (c) subject to Section 54 of the Act, give a guarantee on behalf of the Company to secure the performance of an obligation of any person; and

- (d) mortgage, charge, pledge, hypothecate or otherwise create a security interest in all or any property of the Company, owned or subsequently acquired, to secure any obligation of the Company.
- 5.2 The directors may from time to time by resolution delegate to all officers of the Company all or any of the powers conferred on the directors by paragraph 5.1 hereof to the full extent thereof or such lesser extent and with such limitations as the directors may in any such resolution provide provided that if the power to be delegated is the power contained in 5.1 (a) above, the resolution must state a limit to which said officer(s) shall not exceed.
- 5.3 The powers conferred by paragraph 5.1 hereof shall be in supplement of and not in substitution for any powers to borrow money for the purposes of the Company possessed by the directors or officers independently of a borrowing By-Law.

6. MEETINGS OF DIRECTORS

- 6.1 **PLACE OF MEETING:** Meetings of directors and of any committee of directors may be held within or outside of Anguilla.
- 6.2 **NOTICE:** A meeting of the directors or any committee of directors may be convened at any time by the Chairman, or by the secretary when directed or authorized by the Board of Directors or by a majority of the directors. Notice of such meeting shall state the business to be transacted at said meeting and shall be served in a manner specified in paragraph 18.1 hereof not less than two days (exclusive of the day of which the notice is delivered or sent but inclusive of the day for which notice is given) before the meeting is to take place. A director may in any manner waive notice of a meeting of directors and attendance of a director at a meeting except where a director attends a meeting for the expressed purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called.
- 6.2.1 It shall not be necessary to give notice of a meeting of the directors to a newly elected or appointed director for a meeting held immediately following the election of directors by the shareholder of the appointment to fill a vacancy among the directors.
- 6.3 **QUORUM:** A simple majority shall form a quorum for the transaction of any business and, notwithstanding any vacancy among the directors, a quorum may exercise all the powers of the directors. No business shall be transacted at a meeting of the directors unless a quorum is present. However, a lesser quorum will suffice in circumstances as determined by the directors where there exists a conflict of interest requiring one or more directors to abstain from voting.
- 6.3.1 A director may, if a simple majority of the directors consent, participate in a meeting of directors or committee of directors by means of such telephone or

other communication facilities as permit all persons participating to hear each other and a director participating in such meeting by such means is deemed to be present at the meeting. If a director participating in such a meeting is then in Anguilla, the meeting shall be deemed to have been held in Anguilla.

- 6.4 **VOTING:** Questions arising at any meeting of the directors shall be decided by a majority of votes. In case of equality of votes, the chairman of the meeting in addition to his original vote shall have a second or casting vote.
- 6.5 **ATTENDANCE:** Directors are required to attend all meetings of the directors. Meetings of the Board of Directors shall be held at such times as the Chairman or the majority of directors may determine.
- 6.6 **RESOLUTION IN WRITING:** Notwithstanding any of the foregoing provisions of this By-Law a resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the directors or committee of directors is as valid as if it had been passed at a meeting of the directors or committee of directors.

7. REMUNERATION OF DIRECTORS

- 7.1 The remuneration to be paid to the directors shall be such as the shareholders may from time to time determine and such remuneration may be in addition to the salary paid to any officer or employee of the Company who is also a director, unless otherwise resolved by the shareholder(s). The directors shall also be entitled to be paid their traveling and other expenses properly incurred by them in connection with the affairs of the Company.
- 7.2 The directors may award special remuneration to any director undertaking any special services on the Company's behalf other than the routine work ordinarily required of a director and approval by the shareholders shall not be required.
- 7.3 A director who is absent from meetings of the directors for a continuous period of at least three (3) consecutive months may, by a resolution passed by at least two-thirds of the Board Directors, forfeit his right to receive any remuneration for that period unless he shall have, prior to the expiration of the first month of his absence, given notice in writing to the Chairman or to the Secretary of his inability to attend meetings and giving the reason for same.
- 7.4 Any remuneration paid to a director who has failed to give notice pursuant to Bylaw 7.3 hereof shall be repaid to the Company by that director or shall be deducted from any remuneration lawfully payable to that director under Bylaw 7.1.

8. **SUBMISSION OF CONTRACTS OR TRANSACTIONS TO SHAREHOLDERS FOR APPROVAL**

8.1 The directors in their discretion may submit any contract, act or transaction for approval or ratification at any annual meeting of the shareholders called for the purpose of considering the same and, subject to the provision of section 91 of the Act, any such contract, act or transaction that is approved or ratified or confirmed by a resolution passed by a majority of the votes cast at any such meeting (unless any different or additional requirement is imposed by the Act or by the Company's articles or any other By-Law) shall be as valid and as binding upon the company and upon all the shareholders as though it had been approved, ratified or confirmed by every shareholder of the Company.

9. **FOR THE PROTECTION OF DIRECTORS AND OFFICERS**

9.1 No director or officer of the Company shall be liable to the Company for:

- (a) the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity;
- (b) any loss, damage or expense incurred by the Company through the insufficiency or deficiency of title to any property acquired by the Company for or on behalf of the Company;
- (c) the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Company shall be placed out or invested;
- (d) any loss or damage arising from bankruptcy, insolvency or tortuous act of any person, including any person with whom moneys, securities or effects shall be placed lodged or deposited.
- (e) any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Company;
- (f) any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto,

unless the same happens by or through his failure to exercise the powers and to discharge the duties of his office honestly and in good faith with a view to the best interests of the Company and in connection therewith to exercise the care,

diligence and skill that a reasonably prudent person would exercise in comparable circumstances

- 9.2 Nothing herein contained shall relieve a director or officer from the duty to act in accordance with the Act or regulations made thereunder or relieve him from liability for a breach thereof.
- 9.3 The directors for the time being of the Company shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Company, except such as are submitted to and authorized or approved by all directors.
- 9.4 If any director or officer of the Company is employed by or performs services for the Company otherwise than as a director or officer or is a member of a firm or a shareholder, director or officer of a body corporate which is employed by or performs services for the Company, the fact of his being a shareholder, director or officer of the Company shall not disentitle such director or officer or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

10. INDEMNITIES TO DIRECTORS AND OFFICERS

- 10.1 Subject to section 99 of the Act, except in respect of an action or on behalf of the Company to obtain a judgment in its favour, the Company shall indemnify a director or person who acts or acted at the Company's request as a director or officer of a body corporate of which the Company is or was a shareholder or creditor, and his personal representatives, against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of such company, if:
- (a) he acted honestly and in good faith with a view to the best interests of the Company; and
 - (b) in case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful,
- 10.2 The Company may purchase and maintain insurance on behalf of any person who is or was a director or officer or agent of the Company or is or was serving at the request of the Company as a director, officer or agent of another corporation, partnership or any other enterprise against any liability asserted against him in any

such capacity, or arising out of his status as such whether or not the Company would have the power to indemnify him against any such liability under the provisions of this Bylaw or the Act.

11. OFFICERS

11.1 **APPOINTMENT:** The directors shall, as often as may be required, designate such offices and appoint such officers, as the directors deem necessary.

11.1.2 The directors may from time to time appoint a Chief Executive Officer for such period and on such terms as they think fit, and subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

11.2 **REMUNERATION:** The remuneration of all officers save and except the Managing Director or Chief Executive Officer appointed by the directors shall be determined from time to time by resolution of the directors. The fact that any officer or employee is a director or shareholder of the Company shall not disqualify him from receiving such remuneration as may be determined.

11.2.1 A Chief Executive Officer shall receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the directors may determine

11.3 **POWERS AND DUTIES:** All officers shall sign such contracts, documents or instruments in writing as require their respective signatures and shall respectively have and perform all powers and duties incident to their respective offices and such other powers and duties respectively as may from time to time be assigned to them by the directors.

11.4 **DELEGATION:** In case of the absence or inability to act of any officer of the Company, except a Managing Director or Chief Executive Officer, or for any other reason that the directors may deem sufficient the directors may delegate all or any of the powers of such officer to any other officer or to any director.

11.5 **VACANCIES:** If the office of any officer of the Company becomes vacant by reason of death, resignation, disqualification or otherwise, the directors by resolution shall, in the case of the Secretary, and may, in the case of any other office, appoint a person to fill such vacancy.

11.6 **TENURE:** Unless he vacates office under paragraph 11.1 or 11.5 hereof, an officer who is a director shall continue in office for so long as he is a director of the Company notwithstanding that, from time to time, his term of office of a director may expire and he may be re-elected a director of the Company.

12. **SHAREHOLDERS' MEETINGS**

- 12.1 **ANNUAL MEETING:** The annual meeting of the shareholders shall be held on such day in each year and at such time within Anguilla as the directors may by resolution determine.
- 12.2 **SPECIAL MEETINGS:** Special meetings of the shareholders may be convened by order of the directors at any date and time and at any place within Anguilla.
- 12.3 **NOTICE:** A printed, written or type written notice stating the day, hour and place of meeting shall be given by serving such notice on each shareholder entitled to vote at such meeting, on each director and on the auditor of the company in the manner specified in paragraph 18.1 hereof, not less than twenty-one (21) days nor more than fifty (50) days (in each case exclusive of the day on which the notice is delivered or sent and of the day for which notice is given) before the date of the meeting. Notice of a meeting at which special business is to be transacted shall state (a) the nature of that business in sufficient detail to permit the shareholder to form a reasoned judgment thereon, and (b) the text of any special resolution to be submitted to the meeting.
- 12.4 **WAIVER OF NOTICE:** A shareholder and any other person entitled to attend a meeting of shareholders may in any manner waive notice of a meeting of shareholders and attendance of any such person at a meeting of the shareholder shall constitute a waiver of notice of the meeting except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.
- 12.5 **OMISSION OF NOTICE:** The accidental omission to give notice of a meeting or any irregularity in the notice of any meeting or the non-receipt of any notice by any shareholder, director or auditor of the Company shall not invalidate any resolution passed or any proceedings taken at any meeting of the shareholders.
- 12.6 **VOTES:** Unless a person entitled to vote at the meeting shall demand a ballot every question submitted to any meeting of shareholders shall be decided by a show of hands. In the case of an equality of votes, the chairman of the meeting shall on a ballot have a casting vote in addition to any votes to which he may be otherwise entitled.
- 12.6.1 At every meeting at which he is entitled to vote, every shareholder (including proxy holder or individual authorized to represent a shareholder) who is present in person shall have one vote on a show of hands. Upon a ballot at which he is entitled to vote, every shareholder shall have one vote for every share held by the shareholder.

- 12.6.2 The Chairman, if any, of the Board of Directors shall preside at every general meeting of the company, or if there is no such chairman, or if he shall not be present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, then the Vice Chairman shall preside over the meeting. If the Vice Chairman shall not be present within fifteen (15) minutes after the time appointed for holding of the meeting or is unwilling to Act the directors present shall elect one of their number to be chairman of the meeting.
- 12.6.3 If at any meeting no director is willing to act as chairman or if no director is present within fifteen (15) minutes after the time approved for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.
- 12.6.4 At any meeting, unless a ballot is demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.
- 12.6.5 A ballot may, either before or after any vote by a show of hands, be demanded by any person, entitled to vote at the meeting. If at any meeting a ballot is demanded on the election of a chairman or on the question it shall be taken forthwith without adjournment. If at any meeting a ballot is demanded on any other question or as to the election of directors, thereto shall be taken by ballot in such manner and either at once, later in the meeting or after adjournment as the chairman of the meeting directs. The result of a ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. A demand for a ballot may be withdrawn.
- 12.6.6 If two or more persons hold shares jointly, one of those holders present at a meeting of shareholders may, in the absence of the other, vote on the shares; but if two or more of those persons who are present, in person or by proxy, vote, they must vote as one on the shares jointly held by them.
- 12.7 **PROXIES:** Votes at meetings of the shareholders may be given either personally or by proxy or, in the case of a shareholder who is a body corporate or association, by an individual authorized by a resolution of the directors or governing body of that body corporate or association to represent it at meeting of shareholders the Company and a body corporate or association so represented shall be deemed to be present in person.
- 12.7.1 A proxy shall be executed by the shareholder or his attorneys authorized in writing and is valid only at the meeting in respect of which it is given or any adjournment thereof.
- 12.7.2 A person appointed by proxy need not be a shareholder.

- 12.7.3 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of authority shall be deposited at the registered office of the company or at such other place within Anguilla as specified for that purpose in the notice convening the meeting not less than two working days before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or in the case of a ballot, not less than one working day before the time appointed for the taking of the ballot, and in default the instrument of proxy shall not be treated as valid.
- 12.7.4 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a ballot.
- 12.7.5 Subject to Part 11 of the Companies Regulations, a proxy shall be in the following or any similar form:

"I/WE _____ hereby appoint(s) _____ of _____ or failing him _____ of _____ as the nominee of the undersigned to attend and act for the undersigned and on behalf of the undersigned at the meeting of the shareholders of the said Company to be held on the _____ day of _____ 200- and at any adjournment or adjournments thereof in the same manner, to the same extent and with the same powers as the undersigned.

Dated this _____ day of _____ 200-.

Signature of Shareholder"

- 12.8 **ADJOURNMENT:** The Chairman of any meeting may with the consent of the meeting adjourn the same from time to time to a fixed time and place and no notice of such adjournment need to be given to the shareholders unless the meeting is adjourned by one or more adjournments for an aggregate of thirty days or more in which case notice of the adjourned meeting shall be given as an original meeting. Any business that might have been brought before or dealt with at the original meeting in accordance with the notice calling the same may be brought before or dealt with at any adjourned meeting for which no notice is required.
- 12.9 **QUORUM:** A quorum of shareholders is present at a meeting of shareholders if at least twenty (20) shareholders are present in person or by proxy. If a quorum is

present at the opening of any meeting of the shareholders, the shareholders present or represented may proceed with the business of the meeting notwithstanding a quorum is not present throughout the meeting. If a quorum is not present within thirty (30) minutes of the time appointed for a meeting of shareholders, the meeting shall stand adjourned to the same day two (2) weeks thereafter at the same time and place; and, if at the adjourned meeting a quorum is not present within thirty (30) minutes of the appointed time, the shareholders present shall constitute a quorum.

13 SHARES OR OTHER SECURITIES

13.1 **ALLOTMENT AND ISSUANCE:** Subject to the Act and Articles, shares or other securities of the Company may be allotted and issued by resolution of the directors at such time and on such terms and conditions and to such persons or class of persons as the directors determine.

14. REGISTRATION, TRANSFER AND LISTING OF SHARES AND OTHER SECURITIES

14.1 Shares and other securities or interest in shares or other securities of the Company and the Company's register of members are maintained in electronic form and the ownership of the Company's share or other securities is evidenced without a share or securities certificate or other written instrument. The register of members maintained by the Company is prima facie evidence of ownership of shares or securities in the Company.

14.2 Subject to Bylaw 15, no transfer of shares or other securities issued by the Company shall be effective until the transferee's name is recorded in the register of members. The recording of a transferee's name in the register of members shall be done within three days of the Company receiving a copy of the duly executed instrument of transfer signed by the transferor and naming the transferee.

14.3 In addition to all other powers given to the directors by these Bylaws, the directors may, subject to obtaining the necessary ratification and approval by the shareholders, list the Company on any stock or securities exchange licensed under the laws of the Federation of St. Kitts & Nevis and/or the laws of any member of the Caribbean Community. In the event that the Company is listed on the stock or securities exchange, the directors may engage any entity licensed under the laws of the Federation to operate a share/securities registry (hereunder called the "securities registry") to maintain the Company's register of members and the directors may enter into all agreements and take all action necessary to transfer the company's register of members to the securities registry and to enable the securities registry to maintain same.

- 14.4 The Company's Register of Members may be maintained by the securities registry in electronic form and the ownership of the Company's share or other securities may be evidenced without a share or securities certificate or other written instrument. The register of members maintained by the Company shall be prima facie evidence of ownership of shares or securities in the Company. The provisions of this Bylaw shall supersede all other bylaws relating to the use and issue of certificates and the effect of share certificates.
- 14.5 Notwithstanding any other provision of the Bylaws, if so and for so long as the Company is a party to an agreement with a securities registry for the maintenance by the securities registry of the Company's Register of Members-
- (a) The procedures agreed between the Company and the securities registry for the recording, transfer and transmission of title to shares or other securities of the Company other than a debenture shall supersede all other provisions in the Bylaws provided that such procedure shall not in any manner derogate from the interest in the shares or securities of a shareholder or person entitled to the shares or securities by transfer or transmission
 - (b) The Company will make arrangements for an online register to be available at the registered office.

15. TRANSFER OF DEBENTURES

- 15.1 No interest in any debentures issued by the Company to secure any debt or obligation of the Company may be transferred except with the consent and approval of the Board of Directors and by a written instrument in writing signed by the transferor naming the transferee.
- 15.2 No transfer of debenture of the Company shall be registered unless and until the instrument of debenture signed by the Company has been surrendered for cancellation.

16. DIVIDENDS

- 16.1 The directors may from time to time by resolution declare and the Company may pay dividends on the issued and outstanding shares in the capital of the company subject to the provisions (if any) of the articles and sections 52 and 53 of the Act.

16.1.1 In case several persons are registered as the joint holders of any shares, any one of such persons may give effectual receipts for all dividends and payments on account of dividends.

16.1.2 The payment by the Directors of any unclaimed dividends or other monies payable on or in respect of a share or other security into a separate account shall not constitute the Company a trustee in respect thereof and the Company shall not be required to pay interest on said sum to any shareholder. Any dividend unclaimed after a period of twelve years from the date of declaration shall be forfeited and shall revert to the Company.

17. VOTING IN OTHER COMPANIES

17.1 All shares or debentures carrying voting rights in any other body corporate that are held from time to time by the Company may be voted, at any and all meetings of shareholders, or debenture holders, as the case may be, of such other body corporate, in such manner and by such person or persons as the directors of the Company shall from time to time determine.

18. INFORMATION AVAILABLE TO SHAREHOLDERS

18.1 Except as provided by the Act, or by Part 7 and 8 of the Securities Act, or by the Continuing Disclosure of Obligations of Issuers Regulations, or by any other law, no shareholder shall be entitled to any information respecting any details or conduct of the Company's business which in the opinion of the directors would be contrary to the interest of the Company to communicate to the public.

18.2 The directors may from time to time, subject to rights conferred by the Act or by the Securities Act or by the Continuing Disclosure of Obligations of Issuers Regulations or by any other law, determine whether and to what extent and at what time and place and under what conditions or regulations the documents, books and registers and accounting records of the Company or any of them shall be open to the inspection of shareholders or securities holders and no shareholder or securities holder shall have any right to inspect any document or book or register or accounting record of the Company except as conferred by the Act or by any other law or authorized by the directors or by resolution of the shareholders.

19. NOTICES

19.1 **METHOD OF GIVING NOTICE:** Any notice or other document, including the Annual Report and Accounts which contains the Financial Statements of the Company, required by the Act, the Regulations, the Articles or the By-Laws to be sent to any shareholder, director or auditor may be delivered personally or sent by

prepaid mail or cable or telex facsimile or electronic mail or by publication of any such document other than a notice, on the Company's website or by other electronic means to such person at his last address, including electronic mail address, as shown in the records of the Company or in the last notice filed under section 68 or 76 of the Act, and to the auditor at his business address.

- 19.2 **WAIVER OF NOTICE:** Notice may be waived or the time for the giving of such notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.
- 19.3 **UNDELIVERED NOTICE:** If a notice or document including notice of payment of dividend is sent to a shareholder or debenture holder by prepaid mail in accordance with this paragraph and the notice or document is returned on three consecutive occasions because the shareholder or debenture holder cannot be found, it shall not be necessary to send any further notices or documents to the shareholder or debenture holder until he informs the Company in writing of his new address.
- 19.4 **SHARE AND OTHER SECURITIES REGISTERED IN MORE THAN ONE NAME:**
All notices or other documents with respect to any shares or other securities registered in the names of more than one person shall be given to whichever of such persons is named first in the records of the Company and any notice or other document so given shall be sufficient notice of delivery to all the holders of such shares or other securities.
- 19.5 **PERSON BECOMING ENTITLED BY OPERATION OF LAW:** Subject to Section 5 of the Companies Regulations, every person who by operation of law, transfer or by any other means whatsoever becomes entitled to any share is bound by every notice or other document in respect of such share that, previous to his name and address being entered in the records of the Company, is duly given to the person from whom he derives his title to such share.
- 19.6 **DECEASED SHAREHOLDER:** Subject to Section 234 of the Act, any notice or other document delivered or sent by prepaid mail, cable or telex facsimile, electronic mail or other electronic means or left at address of any shareholder, notwithstanding that such shareholder is deceased, and whether or not the Company has notice of his death, is deemed to have been duly served in respect of the shares held by him (whether held solely or with any other person) until some other person is entered in his stead in the records of the Company as the holder or one of the holders thereof and such service shall for all purposes be deemed a sufficient service of such notice or document on his personal representatives and on all persons, if any, interested in such shares.

19.7 **SIGNATURE TO NOTICES:** The signature of any director or officer of the Company to any notice or document to be given by the Company may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

19.8 **COMPUTATON OF TIME:** Where a notice extending over a number of days or other period is required under any provisions of the Articles or the By-Laws the day on which the notice is sent shall, unless it is otherwise provided, be counted in such number of days or other period.

19.9 **PROOF OF SERVICE:** Where a notice is delivered personally to the person to whom it is addressed or delivered to his address as mentioned in paragraph 9.1 hereof, service shall be deemed to be at the time of delivery of such notice. Where such notice is sent by post, service of the notice shall be deemed to be effected forty eight (48) hours after posting if the notice was properly addressed and posted by prepaid mail. Where such notice is served by cable, telex, facsimile, electronic mail or other electronic means, service shall be deemed to be at the time of dispatch of such notice.

19.9.1 Where such notice is sent by post, service of the notice shall be deemed to be effected forty-eight (48) hours after posting if the notice was properly addressed and posted by pre-paid mail.

19.9.2 A certificate of an officer of the Company in office at the time of the making of the certificate or of any transfer agent of share of any class of the Company as to facts in relation to the delivery or sending of any notice shall be conclusive evidence of those facts.

20 **CHEQUES, DRAFTS AND NOTES**

20.1 All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officers or persons and in such manner as the directors may from time to time designate by resolution.

21. **EXECUTION OF INSTRUMENTS**

21.1 Contracts, documents or instruments in writing requiring the signature of the Company may be signed by any officer or director, and all contracts, documents and instruments in writing so signed shall be binding upon the Company without any further authorization or formality. The directors shall have power from time to time by resolution to appoint any officer or person on behalf of the Company either to sign certificates for shares in the Company and contracts, documents and

instruments in writing generally or to sign specific contracts, documents or instruments in writing.

- 21.1.1 The official seal which the Company may have, as it is authorized to do by paragraph 3.1 hereof, may be affixed to any document to which the Company is a party in the country, district or place where such official seal can be used by a person appointed for that purpose by the Company by an instrument in writing under the common seal and a person who affixes an official seal of the Company to a document shall do so in accordance with Section 26 (6) of the Act.


22. **SIGNATURES**

- 22.1 The signature of any officer or director of the Company or of any officer or persons, appointed pursuant to paragraph 20.1 hereof by resolution of the directors may, if specifically authorized by resolution of the directors, be printed, engraved, lithographed or otherwise mechanically reproduced upon any certificate for shares in the Company or contract, document or instrument in writing, bond, debenture or other security of the Company executed or issued by or on behalf of the Company. Any document or instrument in writing on which the signature of any such officer or person is so reproduced shall be deemed to have been signed manually and notwithstanding that the officer or person whose signature is so reproduced has ceased to hold office at the date on which such document or instrument in writing is delivered or issued.

23. **FINANCIAL YEAR**

- 23.1 The directors may from time to time by resolution establish the financial year of the Company.

Resolved this 22nd day of September, 2011.


Chairman

