

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

MEMORANDUM

and

NEW ARTICLES OF ASSOCIATION\*

of

THE ECONOMIST NEWSPAPER LIMITED

236383

Incorporated the 14th day of January 1929

FRIDAY



\*S4J4G3UA\*

SPE

30/10/2015

#95

COMPANIES HOUSE

\* Adopted by Special Resolution passed on 22 September 2015 and having effect from 16 October 2015

No 236383

THE COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION  
OF  
THE ECONOMIST NEWSPAPER LIMITED

- 1 The name of the Company is "The Economist Newspaper Limited".
- 2 The registered office of the Company will be situate in England
- 3 The objects for which the Company is established are -
  - (A) To acquire The Economist Newspaper and Investors Monthly Manual and all or any of the other assets and liabilities of The Economist Newspaper Limited incorporated in 1926 and with a view thereto to enter forthwith upon incorporation into an Agreement in the terms of the draft already prepared and expressed to be made between The Economist Newspaper Limited incorporated in 1926 and Gilbert Layton Esquire the Liquidator thereof of the one part and this Company of the other part which has been subscribed for identification by Messrs. Linklaters and Paines and Messrs Beaumont and Sons solicitors and to carry the said Agreement into effect with or without modification.
  - (B) To carry on business as proprietors and publishers of newspapers, journals, magazines, books and other literary works and undertakings.
  - (C) To carry on all or any of the businesses of printers, stationers, lithographers, typefounders, stereotypers, electrotypes, photographic printers, photo-lithographers, chromo-lithographers, engravers, die-sinkers, bookbinders, designers, draughtsmen, paper and ink manufacturers, booksellers, publishers, advertising agents, and dealers in or manufacturers of any other articles or things of a character similar or analogous to the foregoing or any of them or connected therewith
  - (D) To establish competitions in respect of contributions or information suitable for insertion in any publication of the Company or otherwise for any of the purposes of the Company and to offer and grant prizes, rewards and premiums of such character and on such terms as may seem expedient
  - (E) To provide for and furnish or secure to any members or customers of the Company or to any subscribers to or purchasers or possessors of any publication of the Company or of any coupons or tickets issued with any publication of the Company, any chattels, conveniences, advantages,

benefits or special privileges which may seem expedient and either gratuitously or otherwise and generally to adopt such means of making known the publications or other products of the Company as may seem expedient

- (F) To carry on any other trade or business whatsoever which can, in the opinion of the Company, be advantageously or conveniently carried on by the Company by way of extension of or in connection with any such business as aforesaid, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights
- (G) To acquire and take over the whole or any part of the business, property and liabilities of any person, firm, or corporation, carrying on any business which this Company is authorised to carry on, or possessed of any property or rights suitable for the purposes of this Company.
- (H) To construct, carry out, maintain, improve, manage, work, control and superintend any roads, ways, tramways, railways, bridges, reservoirs, canals, docks, wharves, watercourses, hydraulic works, gasworks, electric works, factories, warehouses, and other works and conveniences which may be considered directly or indirectly conducive to any of the Company's objects, and to contribute to, subsidise, or otherwise assist or take part in the construction, carrying out, maintenance improvement, management, working, control, or superintendence of any such works or conveniences
- (I) To manufacture and deal in all kinds of articles and things required for the purposes of any such business as aforesaid or commonly dealt in by persons engaged in any such business.
- (J) To purchase or otherwise acquire for any estate or interest any property, assets or rights of any kind which may appear to be necessary or convenient for any business of the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient
- (K) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms as may be thought expedient of debentures, debenture stock or other securities of any description
- (L) To draw, make, accept, endorse, discount, negotiate, execute, and issue bills of exchange, promissory notes, and other negotiable or transferable instruments.
- (M) To amalgamate or enter into partnership or any joint purse or profit-sharing arrangement or co-operate in any way with any company, firm, or person carrying on or proposing to carry on any business within the objects of this Company

- (N) To promote any company whose objects shall include the acquisition of all or any of the assets or liabilities of this Company, or the promotion of which shall be considered to be calculated to advance directly or indirectly the objects of this Company, or the interests of its members
- (O) To lend money to and guarantee the performance of the obligations of and the payment of the capital and principal of, and dividends and interest on, any stock, shares and securities of any company, firm or person in any case in which such loan or guarantee may be considered likely directly or indirectly to further the objects of this Company or the interests of its members
- (P) To sell, lease, grant licences, easements and other rights over, and in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit, and in particular for stocks, shares or securities of any other company.
- (Q) To subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of, and deal in the shares, stocks and securities of any company promoted by this Company or carrying on or proposing to carry on any business within the objects of this Company.
- (R) To take all necessary or proper steps in Parliament or with the authorities, national, local, municipal or otherwise, of any place in which the Company may have interests, and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members, and to oppose any such steps taken by any other company, firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its members.
- (S) To procure the registration or incorporation of the Company in or under the laws of any place outside England
- (T) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition, or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (U) To grant pensions or gratuities to any employees or ex-employees of the Company or its predecessors in business or the relations, connections or dependents of any such persons, and to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its members
- (V) To invest any monies of the Company not for the time being required for the general purposes of the Company in such investments (other than shares in the Company) as may be thought proper, and to hold, sell or otherwise deal with such investments.
- (W) To distribute among the members of the Company in specie any property of the Company

- (X) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others
- (Y) To do all such other things as may be considered to be incidental or conducive to the above objects or any of them.

And it is hereby, declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraph) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the name of the Company.

4. The liability of the members is limited
5. The share capital of the Company is £110,000 divided into 110,000 shares of £1 each

#### NOTES

1. On 28th July, 1959, the share capital was increased to £315,000 by the creation of 205,000 further Ordinary Shares of £1 each.
2. On 18th October, 1960, the share capital was further increased to £400,005 by the creation of 85,000 further Ordinary Shares of £1 each and 100 Trust Shares of 1s. each
3. On 6th February, 1963, the share capital was reorganised so as to be £400,005 divided into 1,474,000 Ordinary Shares of 5s. each, 63,000 "A" Special Shares of 5s each, 63,000 "B" Special Shares of 5s each, and 100 Trust Shares of 1s. each.
- 4 On 25th July, 1973, the share capital was increased by special resolution to £2,000,005 by the creation of 5,896,000 further Ordinary Shares of 25p each, 252,000 "A" Special Shares of 25p each, and 252,000 "B" Special Shares of 25p each.
- 5 On 13th July, 1993, each of the "A" Special Shares of 25p, each of the "B" Special Shares of 25p and each of the Ordinary Share of 25p in the present capital of the Company, both issued and unissued, was sub-divided into five shares of 5p each

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the capital of the Company set opposite our respective names

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
E Rudland, 2 Bond Court, Walbrook, London E C.4                      Clerk	One Ordinary Share
L Toms, 2 Bond Court, Walbrook, London E C.4                      Clerk	One Ordinary Share
Total shares taken	Two Ordinary Shares

---

DATED the 7th day of January, 1929.

WITNESS to the above signatures:

H HILLIARD ATTERIDGE,  
2 Bond Court,  
Walbrook,  
London E.C 4                      Solicitor

INDEX  
to  
ARTICLES OF ASSOCIATION

Matter	Article No	Page No
Accounts	165-167	64-65
Alternate and Executive Directors	103	45-46
Alteration of Capital	8-11	11-12
Appointment and Retirement of Directors	99-102	44-45
Auditors	168-169	65
Authentication of Documents	145-146	60-61
Borrowing Powers	118	51-55
Calls on Shares	19-25	15
Capital	4-5	10
Capitalisation of Profits and Reserves	161	63-64
Certificates	15-18	14
Corporations acting by Representatives	90	42
Directors	91-96	43
Dividends	147-159	61-63
Editor of The Economist Newspaper	127	57
Forfeiture and Lien	26-34	16-18
General Meetings	65	34
General Powers of Directors	119-126	55-57
Indemnity, Insurance and Defence Funding	175-177	67-69
Managing Directors	97-98	43-44
Minutes and Books	162-164	64
Notice of General Meetings	66-69	35-36
Notices	170-173	65-67
Preliminary	1-3	8-9
Private Company	178	69
Proceedings at General Meetings	70-78	36-37
Proceedings of Directors	104-117	46-51
Reserves	160	63
Secretary	143	60
Shares	12-14	12-14
Stock	62-64	34
The Seal	144	60
Transfer of Shares	35-58	18-33
Transmission of Shares	59-61	33-34
Trustees	128-142	57-59
Variation of Rights	6-7	10-11
Votes of Members	79-89A	37-42
Winding Up	174	67

THE COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES

NEW  
ARTICLES OF ASSOCIATION  
  
OF  
THE ECONOMIST NEWSPAPER LIMITED

Adopted by Special Resolution passed  
on the 22<sup>nd</sup> day of September, 2015,  
and having effect from the 16<sup>th</sup> day of October 2015

---

PRELIMINARY

Table A not to apply	1 The Regulations in Table A in the First Schedule to the Companies (Consolidation) Act, 1908 and the Regulations in Table A in the First Schedule to the Companies Act, 1948 and the regulations in any Table A applicable to the Company under any enactment relating to companies shall not apply to the Company.
Extraordinary Resolution	2 Anything required to be done by extraordinary resolution may also be done by special resolution.
Interpretation	3 In these presents (if not inconsistent with the subject or context) the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof

---

WORDS	MEANINGS
-------	----------

---

The Statutes	The Companies Acts and every other enactment for the time being in force concerning companies and affecting the Company
These presents or Articles	These Articles of Association as originally framed or as from time to time altered by Special Resolution.
Office	The registered office of the Company.
Seal	The Common Seal of the Company
The United Kingdom	Great Britain and Northern Ireland.



---

WORDS	MEANINGS
Month	Calendar month
Year	Calendar year
In writing	Written or produced by any substitute for writing (including anything in electronic form) or partly one and partly another
Dividend	Dividend and/or bonus.
Paid	Paid or credited as paid.
The Trustees	The persons for the time being and from time to time holding office pursuant to Articles 128 to 142 inclusive.
Exor	Exor S p.A., a company incorporated in Italy (company number 00470400011)

---

The expression "Companies Acts" shall have the meaning given thereto by Section 2 of the Companies Act 2006 insofar as they apply to the Company

References to a statute or statutory provision include (i) that statute or provision as from time to time modified, re-enacted or consolidated, (ii) any past statute or statutory provision (as from time to time modified, re-enacted or consolidated) which that statute or provision has directly or indirectly replaced, and (iii) any subordinate legislation made from time to time under that statute or statutory provision

The expression "debenture" and "debenture-holder" shall include "debenture stock" and "debenture stockholder"

The expression "Secretary" shall include any person appointed by the Directors to perform any of the duties of the Secretary and where two or more persons are appointed to act as Joint Secretaries shall include any one of those persons.

All such of the provisions of these presents as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" shall be construed accordingly

In these presents (if not inconsistent with the subject or context), the expressions "electronic form", "electronic means" and "hard copy form" have the same respective meanings as in Section 1168 of the Companies Act 2006

Save as aforesaid any words or expressions defined in the Statutes shall (if not inconsistent with the subject or context) bear the same meaning in these presents.

References to one gender include all genders and references to the singular include the plural and vice versa

The marginal notes are inserted for convenience only and shall not affect the construction of these presents.

## CAPITAL

- Share Capital 4. The share capital of the Company is £1,260,005 divided into 22,680,000 Ordinary Shares of 5p each, 1,260,000 "A" Special Shares of 5p each, 1,260,000 "B" Special Shares of 5p each and 100 Trust Shares of 5p each. The Trust Shares shall confer upon the holders thereof the right in a winding-up to repayment of the capital paid up thereon in priority to any payment to the holders of all other shares in the capital of the Company but shall not carry any further or other right of participation in the profits or assets of the Company and in particular shall not carry a right to payment of any dividends. Save as aforesaid and subject to any special rights which may be attached to any other class of shares the Ordinary Shares "A" Special Shares and "B" Special Shares shall rank *pari passu* in all respects with regard to participation in profits and assets
- Issue of Shares 5 Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being (which special rights may be varied or abrogated only in the manner provided by the next following Article), any share in the Company may be issued with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine
- Redeemable preference shares (or, failing any such determination, as the Directors may determine) and subject to the provisions of the Statutes the Company may issue preference shares which are, or at the option of the Company are to be liable, to be redeemed on such terms and in such manner as the Company, before the issue thereof, may by Special Resolution determine

## VARIATION OF RIGHTS

- How rights of special shares may be varied 6 (A) Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated either with the consent in writing of the holders of three-fourths of the issued shares of the class or with the sanction of a Special Resolution passed at a separate General Meeting of such holders (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate General Meeting all the provisions of these presents relating to General Meetings of the Company or to the proceedings thereat shall *mutatis mutandis* apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-third in nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, any two holders of shares of the class present in person or by proxy shall be a quorum) and that any holder of shares of the

class present in person or by proxy may demand a poll and that every such holder shall on a poll have one vote for every share of the class held by him. The foregoing provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if the shares concerned and the remaining shares of such class formed separate classes.

(B) The special rights attached to the "A" Special Shares in the capital of the Company shall be deemed varied by any Resolution for or which has the effect of altering Articles 6, 7(B), 79, 91, 99(A), 99(B), 119 or 161 or reducing the "A" Special Shares in the capital of the Company.

(C) The special rights attached to the "B" Special Shares in the capital of the Company shall be deemed varied by any Resolution for or which has the effect of altering Articles 6, 7(C), 79, 91, 99(C), 99(D), 119 or 161 or reducing the "B" Special Shares in the capital of the Company.

Creation or  
issue of  
further  
shares

7.(A) No further Trust Shares shall be created without the consent or sanction of the holders of the existing Trust Shares given in accordance with Article 5.

(B) No further "A" Special Shares shall be issued unless either (1) such issue is made pursuant to Article 161 or (11) it is made with the consent or sanction of the holders of the existing "A" Special Shares given in accordance with Article 6 and an identical number of "B" Special Shares is issued simultaneously on the same terms and conditions.

(C) No further "B" Special Shares shall be issued unless either (1) such issue is made pursuant to Article 161 or (11) it is made with the consent or sanction of the holders of the existing "B" Special Shares given in accordance with Article 6 and an identical number of "A" Special Shares is issued simultaneously on the same terms and conditions.

(D) Save as aforesaid the special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto.

#### ALTERATION OF CAPITAL

Power to increase  
capital

8. The Company may from time to time by Special Resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.

Rights provisions  
and liabilities  
attached to new  
shares

9. All new shares shall be subject to the provisions of the Statutes and these presents with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

Power to  
consolidate  
shares

10.(A) Subject to the provisions of the Statutes, the Company may by Ordinary Resolution:

(1) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.

Power to cancel  
shares

(2) Cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its capital by the amount of the shares so cancelled.

Power to sub-  
divide shares

(3) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Statutes), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to new shares.

Adjustments on  
consolidation

(B) Upon any consolidation of fully paid shares into shares of larger amount the Directors may settle any difficulty which may arise with regard thereto and in particular may as between the holders of shares so consolidated determine which shares are consolidated into each consolidated share and in the case of any shares registered in the name of one holder (or joint holders) being consolidated with shares registered in the name of another holder (or joint holders) may make such arrangements for the allocation, acceptance or sale of the consolidated share and for the distribution of any moneys received in respect thereof as may be thought fit and for the purpose of giving effect thereto may appoint some person to transfer the consolidated share or any fractions thereof to the appropriate person and to receive the purchase price thereof and any transfer executed in pursuance thereof shall be effective and after such transfer has been registered no person shall be entitled to question its validity.

Power to reduce  
capital

11. The Company may by Special Resolution reduce its share capital or any capital redemption reserve fund, share premium account or redenomination reserve in any manner permitted by the Statutes

#### SHARES

Shares at  
disposal of  
Directors

12 Additional "A" Special Shares and additional "B" Special Shares created on any increase of capital and new Ordinary Shares shall only be issued subject to the provisions of Article 7 hereof and to the following restrictions, namely

(A) No "A" Special Share shall be issued to any person (other than a corporation) unless such person shall have been approved by the Trustees as hereinafter provided as a proper person to become a holder of "A" Special Shares or

(as the case may be) to have his holding of "A" Special Shares increased by such issue to him and no "A" Special Share shall be issued to a corporation, or other body, not being a natural person, except a corporation approved and registered as a member pursuant to Article 40(b) and (c)

(B) No "B" Special Share shall be issued to any person unless such person shall have been approved by the Trustees as hereinafter provided as a proper person to become a holder of "B" Special Shares or (as the case may be) to have his holding of "B" Special Shares increased by such issue to him, provided always that nothing in these presents contained shall require any approval to the issue of "B" Special Shares to the Privileged Holders as hereinafter defined.

(C) Any Ordinary Shares proposed to be issued shall before issue be offered to the members holding Ordinary "A" Special and "B" Special Shares in proportion as nearly as may be to their existing holdings. The offer shall be made by notice in writing specifying the number of shares offered and limiting a time (not being less than seven days) within which the offer if not accepted will be deemed to have been declined: after the expiration of that time or on the receipt of an intimation from the member concerned that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company and may likewise dispose of any new shares which (by reason of the ratio which the number of new shares bears to the number of shares held by the members) cannot conveniently be offered under this Article.

(D) No share shall be issued to any of the Privileged Holders if thereby the Privileged Holders would become the holders of more than half of the issued share capital of the Company

Provided that such restrictions shall not apply to any issue made pursuant to and in compliance with the provisions of Article 161 except shares representing fractions dealt with under paragraph (B) of that Article. Save as aforesaid the Directors may allot, grant options over or otherwise dispose of new shares to such persons, at such times and on such terms as they think proper.

Shares held in treasury

(E) Notwithstanding any other provision of these Articles (including Article 12(C)), the Company may sell any Ordinary Shares held as treasury shares as if section 561 of the Companies Act 2006 did not apply to the sale and without first offering such Ordinary Shares to the members holding Ordinary Shares, "A" Special Shares or "B" Special Shares.

Power to pay commissions and brokerage

13 The Company may exercise the powers of paying commissions conferred by the Statutes. The rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Statutes and such

commission shall not exceed 10 per cent. of the price at which the shares in respect of which the commission is paid are issued. The Company may also on any issue of shares pay such brokerage as may be lawful.

Exclusion of  
equities

14 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these presents or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

CERTIFICATES

Certificates to  
be sealed

15 Every certificate for shares or debentures or other securities shall be authenticated or executed by or on behalf of the Company in such manner as the Directors may from time to time determine, either generally or in any particular case, and any certificate issued in accordance with such determination of the Directors shall, as against the Company, be prima facie evidence of the title of the person named in that certificate to the shares, debentures or other securities comprised in it.

Issue of Share  
Certificates

16 Every person whose name is entered as a member in the register of members shall be entitled without payment to receive within one month after allotment or lodgment of transfer (or within such other period as the terms of issue shall provide) one certificate for all his shares of any one class or (upon payment of such reasonable sum for every certificate after the first as the Directors shall from time to time determine) several certificates, each for one or more of his shares of any one class. Provided that the Company shall not be bound to register more than three persons as the joint holders of any shares (except in the case of executors or trustees of a deceased member) and in the case of a share held jointly by several persons the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of such persons shall be sufficient delivery to all.

Balance  
Certificates

17. Where a member transfers part only of the shares comprised in a share certificate the old share certificate shall be cancelled and a new share certificate for the balance of such shares issued in lieu without charge.

Renewal of  
Certificates

18 If a share certificate be defaced, lost or destroyed, it may be renewed on payment of such fee (if any) and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in investigating evidence as the Directors think fit.

## CALLS ON SHARES

Calls	19 The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the terms of issue thereof made payable at fixed times. Each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine
Time when made	20. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by installments.
Liability of joint holders	21. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof
Interest on calls	22. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding 10 per cent. per annum) as the Directors determine but the Directors shall be at liberty in any case or cases to waive payment of such interest wholly or in part.
Sums due on allotment to be treated as calls	23. Any sum (whether on account of the nominal value of the share or by way of premium) which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of these presents be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment all the relevant provisions of these presents as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
Power to differentiate	24. The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.
Payment in advance of calls	25 The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by him and such payment in advance of calls shall extinguish pro tanto the liability upon the shares in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate (not exceeding 6 per cent per annum) as the member paying such sum and the Directors agree upon

## FORFEITURE AND LIEN

- Notice requiring  
Payment of calls
- 26 If a member fails to pay in full any call or installment of a call on the day appointed for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or installment as is unpaid together with any interest and expenses which may have accrued.
- Notice to state  
time and place  
for payment
- 27 The notice shall name a further day (not being less than seven days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call was made will be liable to be forfeited.
- Forfeiture on  
non-compliance  
with notice
- 28 If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder
- Surrender in lieu  
of forfeiture
- Sale of shares  
forfeited or  
surrendered
- 29 A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Directors shall think fit and at any time before a sale, re-allotment or disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid
- Rights and  
liabilities of  
members whose  
shares have been  
forfeited or  
surrendered
- 30 A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest thereon at 10 per cent. per annum (or such lower rate as the Directors may approve) from the date of forfeiture or surrender until payment but the Directors may waive payment of such interest either wholly or in part and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender



Company's lien

31. The Company shall have a lien on every share (not being a fully paid share) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of such shares; and the Company shall also have a first and paramount lien and charge on all shares (other than fully paid shares) standing registered in the name of a single member for all the debts and liabilities of such member or his estate to the Company and that whether the same shall have been incurred before or after notice to the Company of any equitable or other interest in any person other than such member and whether the period for the payment of discharge of the same shall have actually arrived or not and notwithstanding that the same are joint debts or liabilities of such member or his estate and any other person, whether a member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon. The Directors may resolve that any share shall for some specified period be exempt from the provisions of this Article

Sale of shares  
subject to lien

32. The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy

Application of  
proceeds of such  
sale

33. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists so far as the same are presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser.

Title to shares  
forfeited or  
surrendered or  
sold to satisfy a  
lien

34. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, reallocation or disposal thereof together with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, reallocated or disposed of shall 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 in reference to the forfeiture, surrender, sale, reallocation or disposal of the share.

#### TRANSFER OF SHARES

Form of transfer	35. All transfers of shares may be effected by transfer in writing in the usual common form (or in such other form as the Directors may accept) and may be under hand only
Execution	36 The instrument of transfer of a share shall be signed by or on behalf of the transferor and, if any of the shares are not fully-paid shares, the transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof. Provided that the Directors may dispense with the execution of the instrument of transfer by the transferee in any case in which they think fit in their discretion so to do
Directors' power to decline to register	37 The Directors may in their absolute discretion decline to register any transfer of Ordinary shares (whether fully paid or not) to a person of whom they shall not approve and they may also decline to register any transfer of shares on which the Company has a lien. If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal in writing, giving reasons for the refusal
Transfer of "A" Special Shares	38 No transfer of "A" Special Shares shall be valid or shall be registered unless and until the proposed transferee or transferees has or have been approved by the Trustees as hereinafter provided as a proper person to become a holder of "A" Special Shares or (as the case may be) to have his holding of "A" Special Shares increased as a result of such transfer and no transfer of "A" Special Shares to a corporation shall be valid or shall be registered save as hereinafter provided in Article 40(b) and (c) Any entry of the name of any transferee or transferees as a holder or holders of "A" Special Shares of the Company in the Company's Register of Members in contravention of the provisions of this Article shall be absolutely void and of no effect
Transfer notices concerning 'A' Special Shares	39. Every person, whether a member of the Company or not, desiring to make a transfer of "A" Special Shares (hereinafter called "the proposing transferor") shall give to the Company for consideration by the Trustees a notice in writing (hereinafter called "the transfer notice") stating <ol style="list-style-type: none"><li>(a) the name, address, nationality and nationality of origin and occupation of the proposed transferee;</li><li>(b) all political offices or other offices or positions of a public nature (including Directorships of Companies) held by the proposed transferee,</li></ol>

- (c) the number and denoting numbers of the "A" Special Shares proposed to be transferred to the proposed Transferee; and
- (d) the price or other consideration, if any, to be paid by the proposed transferee for such shares, and, if no such price or consideration is to be paid or a price or consideration less than the fair value of the shares is to be paid, the reasons for the proposed transfer.

Statutory  
Declaration

40. (a) Except as provided by paragraph (d) of this Article every such Transfer Notice shall be accompanied by a Statutory Declaration by the proposing transferor that all the statements therein contained are true and accurate to the best of his knowledge, information and belief and also a Statutory Declaration by the proposed transferee to the same effect and also that save as hereinafter provided, he is acquiring the shares proposed to be transferred to him on his own behalf and in his own interests and not as trustee for or nominee or in the interests of any other person, firm or corporation or other body.

(b) A proposed transferee may acquire the shares proposed to be transferred to him as the trustee for some natural person and in that event he shall include in his Statutory Declaration a statement to that effect and shall include also such particulars relating to the natural person for whom he is acquiring the shares as trustee as are mentioned in Article 39 and a statement that the beneficial interest of such person is not held by him in trust for or as nominee of any other person or corporation.

(c) For the purposes of this Article the term 'trustee' shall be deemed to include joint trustees or notwithstanding the provisions of Article 38 a corporation either appointed by the Court in any particular case to be a trustee or entitled by rules made under Section 4(3) of the Public Trustee Act, 1906 to act as Custodian Trustee.

(d) Notwithstanding anything contained in the foregoing provisions of this Article no statutory declarations shall be required when the proposed transferee is already the holder of "A" Special Shares and the transfer notice is accompanied by a statement signed by the proposed transferee as to the matters which would otherwise be comprised in his Statutory Declaration unless in any particular case the Trustees shall otherwise direct

41 On receiving any Transfer Notice giving the required particulars and accompanied by such Statutory Declarations as may be required, the Directors shall with all reasonable dispatch cause a Meeting of the Trustees to be convened to consider the same

42 (A) In coming to their decision whether: (1) any proposed

transferee or subscriber is a proper person to hold "A" Special Shares of the Company or (as the case may be) to have his holding of "A" Special Shares increased as aforesaid, the Trustees shall have an absolute discretion and may give or withhold their approval on any ground whatever which they may think proper or (11) any person is a suitable person to be appointed Editor of The Economist newspaper or on any other matter to which their approval is required by these presents, the Trustees shall have an absolute discretion and may give or withhold their approval on any ground whatever which they may think proper and without their being bound to give any reason for their decision.

(B) It is the intention and an instruction to the Trustees that in as much as the Company owns The Economist newspaper the Trustees in coming to any decision under Article 42(A) shall have regard to the importance of maintaining the best traditions and present general character of The Economist newspaper and to national rather than personal interests.

43 Upon the decision of the Trustees upon any Transfer Notice submitted to them being communicated to the Directors, the Directors shall with all reasonable dispatch communicate such decisions to the proposing transferor, who, if such decision is to the effect that the proposed transferee is a proper person to hold "A" Special Shares or (as the case may be) to have his holding of "A" Special Shares increased as aforesaid shall be at liberty to transfer the shares to which the Transfer Notice relates to such proposed transferee.

Transfer of Trust  
Shares

44 No Trust Share shall be transferred to any person other than the Trustees or one or more of the Trustees.

Transfer of "B"  
Special Shares

45 (A) For the purposes of these Articles the expression "Privileged Holder" means any of the following persons

(1) Exor, so long as it or any person referred to in subparagraph (11) of this Article 45(A) holds "B" Special Shares,

(11) any subsidiary of Exor for so long as it remains a subsidiary of Exor; or

(111) any other person to whom shares are transferred pursuant to paragraph (C) of this Article

(B) "B" Special Shares may be transferred to any person who is, or by such transfer becomes a Privileged Holder, subject only, when applicable, to the prescribed evidence being provided as to the facts required to establish the transferee's status as a Privileged Holder

(C) "B" Special Shares may also be transferred subject to and upon compliance with all the provisions of Articles 38 to 43 (inclusive) as if the same were set out herein in full, with

the substitution of references to "B" Special Shares for references to "A" Special Shares.

(D) The Directors and the Trustees may at any time call upon a holder or prospective holder of "B" Special Shares to provide the prescribed evidence that such person is a Privileged Holder under sub-paragraphs (i) or (ii) of paragraph (A) of this Article

(E) The "prescribed evidence" means a statutory declaration by a Director of Exor

(F) Any person who or which is a Privileged Holder shall ensure that they transfer all "B" Special Shares held by them to another Privileged Holder prior to the time at which they cease to be a Privileged Holder

Ceasing to be a  
Privileged Holder

46. (A) If any person ceases to be a Privileged Holder (the "Relevant B Holder") but continues to hold "B" Special Shares (the "Relevant B Shares"), then the following provisions of this Article 46 shall apply.

(B) The Relevant B Holder shall be obliged to transfer the Relevant B Shares to a Privileged Holder as soon as is reasonably practicable and, in any event, within three months of the date on which the Relevant B Holder ceased to be a Privileged Holder

(C) The voting rights (including the right to attend and vote at any general meeting of the Company or meeting of the holders of the "B" Special Shares or to vote on any written resolution) and any rights to receive dividends attaching to the Relevant B Shares shall be suspended until the Relevant B Shares are transferred to a Privileged Holder. Any dividend that would, in the absence of this Article 46(C), be payable on any Relevant B Share to the Relevant B Holder shall be retained by the Company and paid (without interest) to the transferee of the Relevant B Share pursuant to a transfer by the Relevant B Holder as soon as is reasonably practicable following the transfer.

(D) If the Relevant B Shares are not transferred to a Privileged Holder pursuant to Article 46(B) within three months of the date on which the Relevant B Holder ceased to be a Privileged Holder then, subject to not less than 14 days' written notice of their intention to effect a sale having been given to the Relevant B Holder and to the Relevant B Shares not having been transferred to a Privileged Holder in such 14 day period, the Directors shall be authorised on behalf of the Relevant B Holder to sell the Relevant B Shares to a Privileged Holder or Privileged Holders (including a person or persons approved by the Trustees, in their absolute discretion, in accordance with Article 45(C)), provided that the sale shall be on arms' length terms and at the best price reasonably available from such a purchaser or purchasers.

(E) Subject to Article 46(D), the Directors may make such arrangements as they deem appropriate in relation to the sale of the Relevant B Shares. In particular, without limitation, they may authorise any person to execute any transfer or other document on behalf of the Relevant B Holder and the Company may receive any purchase money received in relation to the Relevant B Shares on trust for the Relevant B Holder (without any obligation to invest the money or to pay or account for interest) and cause the purchaser or purchasers to be registered as the holder of the Relevant B Shares being sold. The receipt by the Company of the purchase money shall be a good discharge to the purchaser or purchasers (who shall not be bound to see to the application of those moneys).

(F) A person dealing with the Directors or any other person to whom they have delegated this authority shall be entitled to assume without enquiry that they have power and authority to sell the Relevant B Shares and do all other things referred to in this Article 46 in relation to them and the sale and, without limitation, shall be entitled to assume that the requirements of the proviso to Article 46(D) are satisfied. After a purchaser has been registered as holder of the Relevant B Shares being sold in exercise of these powers, the validity of the transfer shall not be questioned by any person.

(G) The costs of the Company in relation to the sale of any shares under Article 46(D) and Article 46(E) shall be deducted from the proceeds of the sale and the net proceeds shall be paid over by the Company to the Relevant B Holder upon surrender of any certificate relating to them (or an express indemnity in a form satisfactory to the purchaser in the case of any certificate that is missing).

50 per cent  
restriction

47.(A) No one person or any group of Persons Acting In Concert shall hold or be permitted to hold shares or have an interest in shares carrying more than 50 per cent in value of the dividend rights of the Company, excluding any dividend rights attaching to non-equity shares. Articles 47(B) to 47(D) shall apply if this restriction is breached.

(B) For the purposes of this Article 47, "Relevant Shares" means all of the shares in which the person or any group of Persons Acting in Concert who is or are in breach of Article 47(A) has or have an interest.

(C) The holders of the Relevant Shares (the "Relevant Holders") shall be obliged to ensure that the breach of Article 47(A) is remedied as soon as is reasonably practicable and, in any event, within three months of it occurring.

(D) The voting rights (including the right to attend and vote at any general meeting of the Company or any meeting of the relevant class of shares or to vote on any written resolution) and any rights to receive dividends attaching to

the Relevant Shares shall be suspended until it has been demonstrated to the reasonable satisfaction of the Directors that the breach of Article 47(A) has been remedied. Any dividend that would, in the absence of this Article 47(D), be payable on any Relevant Share to the relevant holder shall be retained by the Company and paid (without interest) as soon as is reasonably practicable after the end of the suspension.

Beneficial  
interest in  
shares

48.(A) Subject to Article 48(D), no holder of shares shall grant or transfer (or permit a person to whom it has granted or transferred such an interest from granting or transferring) any interest in any of the shares held by him to any person without first obtaining any Relevant Consent.

(B) For the purposes of this Article 48, "Relevant Shares" means the shares in which an interest has been granted or transferred without the Relevant Consent.

(C) The voting rights (including the right to attend and vote at any general meeting of the Company or any meeting of the relevant class of shares or to vote on any written resolution) and any rights to receive dividends attaching to the Relevant Shares shall be suspended until (i) the Relevant Consent has been obtained, or (ii) it has been demonstrated to the reasonable satisfaction of the Directors (in the case of a situation to which paragraph (i) of the definition of "Relevant Consent" in Article 52(F) applies) or the Trustees (in the case of a situation to which paragraph (ii) of that definition applies) that the grant or transfer that constituted the breach of Article 48(A) has been cancelled or reversed or that such breach has been otherwise remedied. Any dividend that would, in the absence of this Article 48(C), be payable on any Relevant Share to the relevant holder shall be retained by the Company and paid (without interest) as soon as is reasonably practicable after the end of the suspension.

(D) (1) For the purposes of this Article 48(D):

- (a) the expression "Family Trust" means any trust or equivalent arrangement (whether or not established under English law) which permits the settled property or the income from it to be applied only for the benefit of one or more named individuals (being persons who were alive at the time of the establishment of the trust or other arrangement or within 50 years prior thereto) and their Family Members, Provided that, for this purpose, no account shall be taken of either (x) the possibility that a charity within the meaning of English law or an equivalent organisation existing under foreign law may benefit as a default beneficiary or (y) any beneficial interest or potential beneficial interest which the Directors have determined (in their absolute discretion) is not, either alone or together with other interests

or potential interests in respect of which such a determination has been or is being made, material in the context of the totality of the interests subsisting or potentially subsisting under the relevant trust or other arrangement; and

- (b) the expression "Family Members" means, in relation to an individual, that individual and every child and more remote descendant of that individual or his spouse (whether legitimate or illegitimate) and his and their respective spouses and civil partners and, for this purpose, an adopted child or stepchild of any person shall be deemed to be the natural child of that person

(11) Without prejudice to any other provision of these Articles (including, without limitation, Articles 37, 38 and 45), for the purposes of this Article 48, the Relevant Consent shall be deemed to have been given for any grant or transfer of an interest in shares that occurs solely by reason of any of the following events

- (a) the creation of a Family Trust or settlement of an existing Family Trust if the beneficiaries and potential beneficiaries of the Family Trust comprise solely or mainly Family Members of the settlor;
- (b) the retirement of a trustee, or the appointment of a new trustee, of a Family Trust;
- (c) any person ceasing to be a beneficiary, or becoming a beneficiary, of a Family Trust;
- (d) any change in the nature or extent of the interest of any person under a Family Trust, and
- (e) all or any part of the settled property coming to be held on bare trust for any person, whether pursuant to the terms of the relevant Family Trust or on its termination.

(E) For the purposes of this Article 48 but without prejudice to any other provision of these Articles (including, without limitation, Articles 37, 38 and 45), the Relevant Consent shall be deemed to have been given for any grant or transfer of an interest in shares prior to 27 August 2015.

#### Change of Control

49.(A) Article 49(D) shall apply upon a Change of Control of a holder of shares or of an interest in shares unless, prior to such Change of Control, the Relevant Consent shall have been obtained.

(B) For the purposes of this Article 49, "Relevant Shares" means the shares that are held by the person that is the subject of the Change of Control or in which that person has



an interest (the "Relevant Person")

(C) A Change of Control shall be deemed to occur if a person or group of Persons Acting in Concert obtains Control of the Relevant Person, provided that

(1) a person or group of Persons Acting in Concert shall not be deemed to have Control of any entity by reason of having an interest or interests in voting rights being less than a majority of such rights for so long as any other person or group of Persons Acting in Concert has an interest or interests in a greater proportion of the relevant voting rights; and

(11) for the purpose of determining whether a Change of Control of Exor, Exor S.A. or any other subsidiary of Exor which is a shareholder in the Company, has occurred, a person or group of Persons Acting in Concert shall not be deemed to have Control of Giovanni Agnelli & C S a p a ("GA") or any of its direct or indirect subsidiaries, by reason of having an interest or interests in voting rights in GA being less than a majority of such rights for so long as John Elkann, any descendant of John Elkann and any Person Acting in Concert with any of them has an interest or interests in a greater proportion of the relevant voting rights.

(D) The voting rights (including the right to attend and vote at any general meeting of the Company or any meeting of the relevant class of shares or to vote on any written resolution) and any rights to receive dividends attaching to the Relevant Shares shall be suspended until (i) the Relevant Consent has been obtained, or (ii) the Relevant Shares are transferred to another person in accordance with these Articles, or (iii) it has been demonstrated to the reasonable satisfaction of the Directors that the person that has been the subject of the Change of Control no longer holds an interest in the Relevant Shares. Any dividend that would, in the absence of this Article 49(D), be payable on any Relevant Share to the relevant holder shall be retained by the Company and paid (without interest) as soon as is reasonably practicable after the end of the suspension.

(E) For the purpose of this Article 49 but without prejudice to any other provision of these Articles, the Relevant Consent shall be deemed to have been given for any Change of Control occurring prior to 27 August 2015.

Conditions or  
undertakings

50 (A) Articles 50(C) to 50(D) apply if either: (1) the agreement of the Directors to register a transfer of any Ordinary Shares or any approval of the Trustees of a proposed transferee of any "A" Special Shares or "B" Special Shares or any Relevant Consent was subject to a condition and such condition has been breached or not fulfilled, or (ii) any undertaking given in connection with the giving of

such agreement or approval or Relevant Consent has been breached.

(B) For the purposes of this Article 50, "Relevant Shares" means the shares that were, or an interest in which was, either: (i) the subject of the transfer or grant; or (ii) held by a person which was the subject of the Change of Control, in each case, that was the occasion of the imposition or giving of the relevant condition or undertaking referred to in Article 50(A)

(C) The Directors shall be entitled (in their absolute discretion) to, and in any case where the relevant condition was imposed by the Trustees or the relevant undertaking was given to the Trustees, the Directors shall if instructed by the Trustees to do so, suspend the voting rights (including the right to attend and vote at any general meeting of the Company or any meeting of the relevant class of shares or to vote on any written resolution) and any rights to receive dividends attaching to all or any of the Relevant Shares Any dividend that would, in the absence of this Article 50(C), be payable on any Relevant Share to the relevant holder shall be retained by the Company and paid (without interest) as soon as is reasonably practicable after the end of the suspension

(D) Any such suspension shall subsist from the time of the relevant decision of the Directors until the earlier of (i) the time at which the relevant breach or non-fulfilment has been remedied to the reasonable satisfaction of the Directors; (ii) the time at which the Relevant Shares are transferred to another person in accordance with these Articles; and (iii) (if relevant) the time at which the interest in the Relevant Shares to which the Relevant Consent related either ceases to exist or is transferred to another person in accordance with these Articles such that the relevant condition or undertaking is no longer relevant

Investigation  
Notice

51.(A) If the Directors or the Trustees, as applicable (the "Investigating Party"), require information for the purposes of determining who has an interest in shares or whether there has been a breach of these Articles (including whether a Change of Control has occurred without the Required Consent being given pursuant to Article 49) then the Investigating Party shall be entitled, in their absolute discretion, to serve a notice in writing on any shareholder or any person or persons whom they know, or have reasonable cause to believe, to be interested in shares or to have been so interested in the past, requiring information and evidence of the kind referred to in this Article 51 to be provided (an "Investigation Notice") A copy of any Investigation Notice that relates, in whole or in part, to shares held by a particular shareholder (the "Relevant Shareholder") shall be served on the Relevant Shareholder whether or not the Relevant Shareholder is the addressee of the notice.

(B) An Investigation Notice may require the person to:

- (1) confirm whether or not he is interested in the Company's shares;
- (11) confirm whether to the best of his knowledge, information and belief he is part of a group of Persons Acting in Concert in relation to the Company or any other relevant body corporate, and, if so, who the members of such groups are;
- (111) give particulars of his own present or past interest in the Company's shares and to the extent known or reasonably discoverable by him the present or past interest of any Persons Acting in Concert with him in relation to the Company or any other relevant body corporate, including the number of shares or interests, the identity of persons interested in such shares or interests and, where the interest is a past interest, particulars of the identity of the person who held that interest immediately upon his ceasing, or a Person Acting in Concert ceasing, to hold it;
- (1v) give particulars of any other interest that he knows or has reason to believe subsists or has in the past subsisted in shares in which he or any such Person Acting in Concert, has an interest, including the number of interests, the identity of persons interested in such interests and, where the interest is a past interest, particulars of the identity of the person who held that interest immediately upon his ceasing, or a Person Acting in Concert ceasing, to hold it,
- (v) provide such other information as the Investigating Party may reasonably require in order to determine who has an interest in shares or whether there has been a breach of these Articles (including whether a Change of Control has occurred without the Required Consent being given pursuant to Article 49),
- (v1) provide evidence to support any of the information provided to the Investigating Party under this Article 51, and
- (v11) provide a statutory declaration or equivalent document under which he declares that, to the best of his knowledge, information and belief
  - (a) all information provided by him (or such of it as may be specified in the Investigation Notice) is true, accurate and not misleading; and
  - (b) he has not failed to disclose any matter of which he is aware that is relevant to the matters specified in the Investigation Notice (or such of

it as may be specified in the Investigation Notice)

(C) A shareholder shall: (i) provide all information and evidence required by an Investigation Notice addressed to him within such reasonable period as is specified in the relevant Investigation Notice (the "Relevant Period"); and (ii) use all reasonable endeavours to ensure that all information and evidence required by an Investigation Notice addressed to any other person in respect of which he is a Relevant Shareholder is provided within the Relevant Period

(D) (i) This Article 51(D) applies if, following the expiry of the Relevant Period in respect of any Investigation Notice, the Investigating Party is not satisfied (acting reasonably) that it has adequate information regarding the persons who hold interests in the shares to which the Investigation Notice relates or the nature and extent of those interests

(ii) For the purposes of this Article 51(D), "Relevant Shares" means the shares held by the Relevant Shareholder in relation to which the Investigation Notice referred to in paragraph (i) above relates.

(iii) The Directors shall be entitled (in their absolute discretion) to, and where the Relevant Shares are "A" Special Shares or "B" Special Shares the Directors shall if instructed by the Trustees to do so, suspend the voting rights (including the right to attend and vote at any general meeting of the Company or any meeting of the relevant class of shares or to vote on any written resolution) and any rights to receive dividends attaching to all or any of the Relevant Shares. Any dividend that would, in the absence of this Article 51(D)(iii), be payable on any Relevant Share to the relevant holder shall be retained by the Company and paid (without interest) as soon as is reasonably practicable after the end of the suspension

(iv) Any such suspension shall subsist from the time of the relevant decision of the Directors until (a) the Investigating Party (acting reasonably) is satisfied that it holds adequate information in respect of the interests in the Relevant Shares, or (b) the Relevant Shares are transferred in accordance with these Articles

(E) Subject to applicable law, the Company shall, on request of the Trustees, give the Trustees all information in their possession that the Trustees are seeking pursuant to any Investigation Notice.

#### Definitions

52 For the purpose of Articles 47 to 51

(A) "Affiliated Persons" means any undertaking in respect of which any person (a) has a majority of the shareholders' or members' voting rights; (b) is a shareholder or member and at the same time has the right to appoint or remove a

majority of the members of its board of directors, (c) is a shareholder or member and alone controls a majority of the shareholders' or members' voting rights pursuant to an agreement entered into with other shareholders or members, or (d) has the power to exercise, or actually exercises, dominant influence or control;

(B) "Control" means, in relation to a body corporate, where a person (or Persons Acting In Concert) has either (i) an interest, or interests, in shares carrying in aggregate 30 per cent or more of the voting rights of a body corporate or any of its holding companies (within the meaning of the Companies Act 2006) which are currently exercisable irrespective of whether such interest or interests give *de facto* control, or (ii) the right to appoint more than 50 per cent of the members of the board of directors, management board or equivalent organ of the body corporate or any of its holding companies (within the meaning of the Companies Act 2006) (whether pursuant to relevant constitutional documents, contract or otherwise), and "Controlled" shall be construed accordingly,

(C) "non-equity shares" means in relation to a body corporate shares which are not part of its equity share capital, as such term is defined in section 548 of the Companies Act 2006,

(D) "Persons Acting in Concert" means in relation to a body corporate persons who, pursuant to an agreement or understanding (whether formal or informal), co-operate to obtain, exercise or consolidate Control of that body corporate, and

- (1) a person and each of its Affiliated Persons will be deemed to be acting in concert all with each other and "Acting in Concert" shall be construed accordingly, and
- (11) the following persons shall be deemed to be acting in concert unless and until it has been demonstrated to the reasonable satisfaction of the Directors that they are not doing so:
  - (a) a company, its parent, subsidiaries and fellow subsidiaries, and their associated companies, and companies of which such companies are associated companies, all with each other (for this purpose, ownership or control of 20 per cent. or more of the equity share capital of a company is regarded as the test of associated company status),
  - (b) a company with any of its directors (together with their close relatives and related trusts),
  - (c) a company with any of its pension schemes and the pension schemes of any company covered in (a);

and terms used in this provision have the same meaning as in the City Code of Takeovers and Mergers,

(E) a person shall be treated as having an interest in shares and as being interested in them whenever, in accordance with Part 22 of the Companies Act 2006, he would be taken either to have an interest or to be interested in them for the purposes of section 793 of the Companies Act 2006, provided that, for the purposes of Articles 47 and 49:

- (1) no person with a direct or indirect shareholding in Exor shall be deemed by virtue of such shareholding, to have an interest in shares in the Company; and
- (11) a person who holds shares or an interest in shares in a body corporate (the "Relevant Interest") that itself holds shares or an interest in shares in the Company shall only be deemed, by reason of the Relevant Interest, to be interested in shares in the Company if:
  - (a) the body corporate or its directors are accustomed to act in accordance with his direction or instructions; or
  - (b) he is entitled to exercise or control the exercise of more than 50% of the voting power at general meetings of the body corporate, and

(F) references to the "Relevant Consent" are references to:  
(1) in the case of the grant or transfer of an interest in Ordinary Shares or a Change of Control of a person holding or having an interest in such shares, the approval of the Directors; and (11) in the case of the grant or transfer of an interest in "A" Special Shares or "B" Special Shares or a Change of Control of a person holding or having an interest in such shares, the approval of the Trustees.

Directors' and  
Trustees' power  
to require sale

53 (A) Subject to Article 53(C), if the Directors or the Trustees (in each case, acting reasonably) determine that there has been a breach of Articles 47, 48, 49, 50 or 51, the Directors or, in the case of a determination by the Trustees that relates to "A" Special Shares or "B" Special Shares, the Trustees may serve a notice (a "Sale Notice") on any holder of all or some of the Relevant Shares, requiring that the holder, in accordance with these Articles, dispose of all or some (as determined by the Directors or, as the case may be, the Trustees in their absolute discretion) of the Relevant Shares as soon as is reasonably practicable and, in any event, within three months of the date of service of the Sale Notice.

(B) For the purposes of this Article 53 and Article 54.

- (1) "Relevant Shares" has the meaning ascribed to it in the Article which the Directors or, as the case may

be, the Trustees have (in each case, acting reasonably) determined has been breached, and

- (11) references to a breach of Article 49 are references to the occurrence of a relevant Change of Control without the Required Consent having been given.

(C) In the case of a breach of Article 47(A), the Directors and/or the Trustees (as applicable) may not require the sale of in aggregate more than such number of Relevant Shares as is necessary to remedy the breach. The Directors and/or the Trustees (as applicable) may select the Relevant Shares to be sold in their absolute discretion. A Sale Notice that, when taken together with any prior Sale Notices, does not contravene this Article 53(C) shall not be rendered invalid or ineffective by reason of the giving of a subsequent Sale Notice.

(D) Any shareholder on whom a Sale Notice is served shall comply with its requirements.

(E) If the matter giving rise to the breach of Articles 47, 48, 49, 50 or 51 is remedied to the reasonable satisfaction of the giver of the relevant Sale Notice within three months of the date of service of the Sale Notice, then:

- (1) if the breach was a breach by a shareholder that was, in the determination of the giver of the relevant Sale Notice (acting reasonably), wilful, the giver of the relevant Sale Notice may, in their absolute discretion; and

- (11) in all other cases, the giver of the Sale Notice shall,

cancel any relevant Sale Notice, in which case neither Article 53(D) nor Article 54 shall apply in relation to it

Directors' power to enforce sale

54 (A) If the recipient of a Sale Notice has not transferred the Relevant Shares within three months of the date of service of the Sale Notice and such Sale Notice has not been cancelled in accordance with Article 53(E), then the Directors shall be authorised on behalf of the recipient of the Sale Notice to sell all or some (as determined by the Directors in their absolute discretion) of the Relevant Shares to a person or persons approved by the Directors or Trustees (as applicable) in accordance with these Articles, provided that the sale shall be on arms' length terms and at the best price reasonably available from such a purchaser or purchasers

(B) Subject to Article 54(A), the Directors may make such arrangements as they deem appropriate in relation to the sale of the Relevant Shares. In particular, without limitation, they may authorise any person to execute any transfer or other document on behalf of the relevant shareholder and the Company may receive any purchase money

received in relation to the Relevant Shares on trust for the relevant shareholder (without any obligation to invest the money or to pay or account for interest) and cause the purchaser or purchasers to be registered as the holder of the Relevant Shares being sold. The receipt by the Company of the purchase money shall be a good discharge to the purchaser or purchasers (who shall not be bound to see to the application of those moneys)

(C) A person dealing with the Directors or any other person to whom they have delegated this authority shall be entitled to assume without enquiry that they have power and authority to sell the relevant shares and do all other things referred to in this Article 54 in relation to them and the sale and, without limitation, shall be entitled to assume that the requirements of the proviso to Article 54(A) are satisfied. After a purchaser has been registered as holder of the Relevant Shares being sold in exercise of these powers, the validity of the transfer shall not be questioned by any person

(D) The costs of the Company in relation to the sale of any shares under Article 54(A) and Article 54(B) shall be deducted from the proceeds of the sale and the net proceeds shall be paid over by the Company to the former holder or holders of the Relevant Shares upon surrender of any certificate relating to them (or an express indemnity in a form satisfactory to the purchaser in the case of any certificate that is missing).

Decisions and  
notifications

55 (A) The Directors and those to whom they directly or indirectly delegate their authority or power shall be entitled to act on the assumption that no breach (within the meaning of Article 53) of any of Articles 46 to 51 has occurred unless and until they have evidence that ought to cause a reasonable person to conclude that a breach has probably occurred. Without limitation, neither the Directors nor anyone acting pursuant to authority or power delegated directly or indirectly by the Directors shall be in breach of their duties or liable to the Company in respect of the payment of a dividend to a shareholder who in good faith they believe is entitled to it, notwithstanding that it is later found that the relevant dividend rights were suspended pursuant to Articles 46 to 51

(B) As soon as is practicable following the Company coming to believe that the rights attaching to any shares have been suspended pursuant to any of Articles 46(C), 47(D), 48(C) and 49(D) or the Directors exercising their power to suspend such rights pursuant to Article 50(C) or 51(D)(iii), the Company shall give notice to the relevant shareholder of this belief or, as the case may be, of the exercise of the power and shall give the relevant shareholder a reasonable opportunity to make representations to the Company, the Directors and/or the Trustees (as applicable) in connection with the suspension



Fee payable	56 The Directors may also decline to recognise any instrument of transfer unless:  (A) Such reasonable fee as the Directors may from time to time require is paid to the Company in respect thereof, and
Deposit of transfer	(B) The instrument of transfer is deposited at the Transfer Office accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do), and  (C) The instrument of transfer is in respect of only one class of share All instruments of transfer which are registered may be retained by the Company.
Fee for registration of Probate	57. In respect of the registration of any probate or letters of administration or certificate of marriage or death or notice in lieu of distingas or power of attorney or other document relating to or affecting the title to any shares or for making any entry in the Register of Members affecting the title to any shares there shall be paid to the Company such reasonable fee as the Directors may from time to time require or prescribe
Renunciation of allotment	58. Nothing in these presents shall preclude the Directors from recognising a renunciation of the allotment of any Ordinary Share by the allottee in favour of some other person

#### TRANSMISSION OF SHARES

Transmission on death	59. In case of death of a shareholder the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing in this Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.
Registration of executors and trustees in bankruptcy	60 Any person becoming entitled to a share in consequence of the death or bankruptcy of a member (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) may subject as hereinafter provided either be registered himself as holder of the share upon giving to the Company notice in writing of such his desire or transfer such share to some other person All the limitations, restrictions and provisions of these presents relating to the right to transfer and the registration of transfers of shares, shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or

transfer were a transfer executed by such member.

Rights of  
unregistered  
executors and  
trustees

61 Save as otherwise provided by or in accordance with these presents, a person becoming entitled to a share in consequence of the death or bankruptcy of a member (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a member in respect of the share

#### STOCK

Power to  
reconvert any  
stock into paid-  
up shares  
Transfer of stock

62 The Company may from time to time by Ordinary Resolution reconvert any stock into paid-up shares of any denomination in accordance with Section 620 of the Companies Act 2006

63 The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred (or as near thereto as circumstances admit) but no stock shall be transferable except in such units (not being greater than the nominal amount of the shares from which the stock arose) as the Directors may from time to time determine.

Rights of  
stockholders

64 The holders of stock shall according to the amount of the stock held by them have the same rights, privileges and advantages as regards dividend, return of capital, voting and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except as regards participation in the profits or assets of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage

#### GENERAL MEETINGS

General Meetings

65 (A) A General Meeting shall be held once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding General Meeting) and place as may be determined by the Directors.

(B) The Directors may whenever they think fit, and shall on requisition in accordance with the Statutes, proceed to convene a general meeting in addition to that referred to in Article 65 (A)

## NOTICE OF GENERAL MEETINGS

Notice	66. A General Meeting shall be called by fourteen days' notice in writing at the least (exclusive of the day on which it is served or deemed to be served and of the day for which it is given) given in manner hereinafter mentioned to the Auditors and to all members other than such as are not under the provisions of these presents entitled to receive such notices from the Company: provided that a General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed by a majority in number of the members having a right to attend and vote thereat, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right
Short Notice	
Omission or non-receipt of notice	Provided also that the accidental omission to give notice to or the non-receipt of notice by any person entitled thereto shall not invalidate the proceedings at any General Meeting
Contents of notice	67. (A) Every notice calling a General Meeting shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and to speak and vote is entitled to appoint a proxy or proxies to attend and to speak and vote instead of him and that a proxy need not be a member of the Company  (B) In the case of any General Meeting at which business other than routine business is to be transacted, the notice shall specify the general nature of such business; and if any resolution is to be proposed as a Special Resolution, the notice shall contain a statement to that effect
Routine business	68. Routine business shall mean and include only business transacted at a General Meeting of the following classes, that is to say:  (A) declaring dividends;  (B) reading, considering and adopting the balance sheet, the reports of the Directors and Auditors, and other accounts and documents required to be annexed to the balance sheet,  (C) appointing Auditors and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed.
Circulation of members resolutions, etc	69. The Directors shall on the requisition of members in accordance with the provisions of the Statutes, but subject as therein provided, circulate the following to the members entitled to receive notice of a General Meeting:  (A) notice of any resolution which may properly be moved and is intended to be moved at that meeting,

(B) any statement of not more than one thousand words with respect to the matter referred to in any proposed resolution or the business to be dealt with at that meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

- Quorum                    70 No business shall be transacted at any General Meeting unless a quorum is present. Three members present in person or by proxy (of whom one at least must be the holder of a Trust Share or Shares, if such holders are entitled to attend and vote at the relevant meeting) shall be a quorum for all purposes
- Adjournment if  
quorum not  
present                    71 If within half an hour from the time appointed for a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine
- Chairman                    72 The Chairman of the Directors, failing whom the Deputy-Chairman, shall preside as chairman at a General Meeting. If there be no such Chairman or Deputy-Chairman, or if at any meeting neither be present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number (or, if no Director be present or if all the Directors present decline to take the chair, the members present shall choose one of their number) to be chairman of the meeting.
- Adjournments                    73. The Chairman of the meeting may with the consent of any General Meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting
- Notice of  
Adjournments
- Method of voting                    74. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by either:
- (A) the chairman of the meeting; or
  - (B) not less than three members present in person or by proxy and entitled to vote; or
  - (C) a member or members present in person or by proxy and representing not less than one-tenth of the total 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 and holding shares in the Company 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; or

(E) any member present in person or by proxy and entitled to demand a poll pursuant to Article 79.

A demand for a poll may be withdrawn. Unless a poll be so demanded (and the demand be not withdrawn) a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

How a poll is to be taken

75 If a poll is duly demanded (and the demand be not withdrawn), it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

Chairman's casting vote

76. 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 is demanded shall not be entitled to a casting vote

Time for taking a poll

77 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately.

Continuance of business after demand for poll

78. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

#### VOTES OF MEMBERS

Voting rights of members generally

79.(A) Subject as in this Article provided and to any special rights or restrictions as to voting attached by or in accordance with these presents to any class of shares, on a show of hands every member who is present in person shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for every five pence in nominal amount of the shares of which he is the holder

Special voting  
rights of Trust  
Shareholders

(B) The holders of the Trust Shares shall be entitled to receive notice of all General Meetings but shall not be entitled to attend or vote at any General Meeting in respect of their holdings unless the business of the meeting involves the consideration of a resolution.

(1) for a reduction of capital,

(11) for an increase of capital otherwise than by the creation of additional Ordinary Shares; or

(111) for or which has the effect of altering any of the provisions of the following Articles, that is to say Article 6, Article 7 (A), Article 12, Articles 38 to 55 (inclusive), Articles 60 and 61, Article 70, this Article, Articles 98 to 100 (inclusive), Articles 113, 115 and 119 and Articles 127 to 142 (inclusive), and Article 161, or

(1v) for winding up the Company,

in which event the holders of the Trust Shares shall be entitled to attend such meeting and to vote on such resolution and on any such resolution any holder of Trust Shares present in person or by proxy may demand a poll and upon such poll the holders of the Trust Shares shall be entitled between them to cast a number of votes exceeding by one the total number of votes which the other members are entitled between them to cast each holder of Trust Shares present in person or by proxy being entitled to cast a rateable proportion (including if necessary a fractional vote) of the aggregate number of votes which the holders of the Trust Shares are entitled between them to cast

Voting rights of  
joint holders

80. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members in respect of the joint holding.

Voting rights of  
lunatic member

81. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, curator bonis or other person in the nature of a committee or curator bonis appointed by such court, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting or for the taking of the poll at which it is desired to vote.

No right to vote  
where a call is  
unpaid

82. No member shall, unless the Directors otherwise determine, be entitled to vote at a General Meeting either personally or by proxy or to exercise any privilege as a member unless all calls or other sums presently payable by

him in respect of shares in the Company have been paid.

Objections

83.(A) No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

(B) Without limitation and notwithstanding any other provision in these Articles, any decision of the chairman of a meeting as to whether or not any voting rights are suspended pursuant to any of Articles 46 to 54 shall be final and conclusive and no error in any such ruling shall invalidate or alter any decision of the meeting.

Votes on a poll

84 On a poll votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way

Proxy need not be a member

85 A member is entitled to appoint a proxy to exercise all or any of his rights to attend and to speak and vote at a General Meeting. A proxy need not be a member of the Company. A member may appoint more than one proxy in relation to a meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him

Form of proxies

86. The appointment of a proxy shall be in writing in hard copy form, electronic form or in any other form which the Directors may accept and:

(A) in the case of an individual shall be signed by the appointor or by his attorney or authenticated in accordance with Article 145(B), and

(B) in the case of a corporation shall be either given under its common seal or signed on its behalf by an attorney or officer of the corporation or authenticated in accordance with Article 145(B)

The Directors may, but shall not be bound to, require evidence of the authority of any such attorney or officer. The signature on such instrument need not be witnessed

Deposit of proxies

87. The appointment of a proxy must be received at such place or places (if any) as may be specified for the receipt of appointments of proxy in hard copy form, electronic form or in any other form which the Directors may accept in the notice convening the meeting (or, if no place is so specified, at the Office) not less than forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or for the taking of the poll at which it is to be used, and in default shall not be treated as valid

The appointment of the proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered in relation to any subsequent meetings to which it relates

Effect of proxies

88. The appointment of a proxy shall be deemed to include the right to demand or join in demanding a poll and shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

Intervening death or insanity of principal not to affect votes cast by proxy

89. A vote cast by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office at least one hour before the commencement of the meeting or adjourned meeting or the time appointed for the taking of the poll at which the vote is cast

Maximum voting rights in respect of General Meetings

89A. (A) No one shareholder or any group of Shareholders Acting In Concert except for the holders of the Trust Shares pursuant to Article 79(B) shall be entitled to exercise more than 20 per cent of the total voting rights exercisable at General Meetings of the Company (whether in respect of a resolution put to a General Meeting or a written resolution of the shareholders)

(B) For the purposes of this Article 89A, the term "Shareholders Acting in Concert" has the meaning given to "Persons Acting in Concert" in Article 52(D), provided that:

- (1) the words "co-operate to obtain or consolidate Control of a body corporate" in Article 52(D) shall be deemed to be replaced by, "directly or indirectly co-ordinate their actions in relation to the exercise of voting rights in the Company to an extent or in a manner that goes beyond what would reasonably be expected of independent shareholders in a private company of the size and nature of the Company and a shareholder who normally acts on the instructions, or normally follows the advice, of another person in relation to the exercise of such voting rights shall be deemed to be Acting in Concert with that person and any other person with whom that person is Acting in Concert",
- (11) shareholders shall not be deemed to comprise a group of Shareholders Acting in Concert merely because they have appointed the same person to be their proxy, even if they have given that person discretion as to whether to exercise the relevant votes or the way in which they are to be exercised; and
- (111) the Chairman of the Board shall have the power (in his absolute discretion) conclusively to determine which



shareholders are to be considered to be Acting in Concert in relation to the Company at any time but, without prejudice to the Chairman's absolute discretion in this respect, he shall, where reasonably practicable, take appropriate professional advice and consider any written representations made by any interested parties

(C) (1) Subject to paragraph (11) below, if, in relation to any resolution, whether proposed at a General Meeting of the Company and voted on by way of a poll or put to shareholders as a written resolution of the Company, any shareholder or group of Shareholders Acting in Concert (other than the holders of the Trust Shares pursuant to Article 79(B)) actually exercises a number of votes (the "Actual Number") representing more than 20 per cent of the total number of votes exercisable by shareholders (other than the Trustees) in relation to that resolution whether before or after any reduction pursuant to this Article 89A in the number of votes exercisable, then the number of votes exercised by the relevant shareholder or, as the case may be, the group of Shareholders Acting in Concert shall be deemed to be such number (the "Reduced Number") as is equal to 20 per cent of the total number of votes exercisable by shareholders (other than the Trustees) after taking account of the impact of this Article 89A(C) on all shareholders' voting rights

(11) If the number of votes actually exercised by a group of Shareholders Acting in Concert is reduced pursuant to paragraph (1) above, then the votes exercised by each shareholder within that group shall be deemed to be the number of votes actually exercised by that shareholder multiplied by a fraction of which the numerator is the Reduced Number and the denominator is the Actual Number (the "Applicable Fraction")

(111) If the number of votes actually exercised by a shareholder is reduced pursuant to this Article 89A(C) and the shareholder has exercised some votes in favour of a resolution and some against it, the votes exercised by the shareholder in favour and against shall be deemed to be the number of votes actually exercised multiplied by the Applicable Fraction.

(iv) For the avoidance of doubt:

(a) for the purposes of this Article 89A, when the votes attaching to a particular share are exercised by a proxy, they shall be deemed to be exercised by the shareholder who shall have appointed the relevant proxy and not by the proxy, even if the proxy has discretion as to whether or not to exercise the relevant votes or the way in which they are to be exercised;

(b)

(c) the reference in paragraphs (i), (ii) and (iii) above to the number of votes actually exercised are references to the number of votes which, in the absence of this Article 89A, would have been exercised or deemed to be exercised by the relevant shareholder or group of Shareholders Acting in Concert

(D) Any resolution or determination of, or decision or exercise of any discretion or power by, the Chairman of the Board under or pursuant to this Article 89A and anything done by or on behalf of, or on the authority of, the Chairman of the Board under or pursuant to this Article 89A shall be final and binding on all shareholders and all those having interests in shares. Without limitation and notwithstanding any other provision in these Articles, any decision of the Chairman of the Board under or pursuant to this Article 89A (including any decision as to whether or not a shareholder or any group of Shareholders Acting In Concert are entitled to exercise certain voting rights under this Article 89A) shall be final and conclusive and no error in any such ruling shall invalidate or alter any decision of the meeting.

(E) Following the time at which this Article 89A enters into force.

- (i) the references to Persons Acting in Concert in Article 51 shall be construed to include reference to Shareholders Acting in Concert;
- (ii) Article 79(A) shall be subject to this Article 89A; and
- (iii) Article 79(B)(iii) shall be construed as if the words "Article 89A" were included after the words "this Article".

#### CORPORATIONS ACTING BY REPRESENTATIVES

##### Representatives

90. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these presents be deemed to be present in person at any such meeting if a person so authorised is present thereat

## DIRECTORS

Number of Directors	91. The Directors shall not be less than five nor more than thirteen in number.
Qualification of Directors	92. A Director shall not be required to hold any shares of the Company by way of qualification.
Ordinary remuneration of Directors	93. The ordinary remuneration of the Directors shall from time to time be determined by the Directors except that such remuneration shall not exceed £500,000 per annum in aggregate or such higher amount as may from time to time be determined by ordinary resolution. Such ordinary remuneration shall (unless otherwise provided by ordinary resolution) be divisible among them as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled to rank in such division for a proportion of remuneration related to the period during which he has held office. The Company may by Ordinary Resolution also vote extra remuneration to the Directors or to any Director and either for one year or any longer or shorter period.
Expenses	94. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors or General Meetings or otherwise in or about the business of the Company.
Extra Remuneration	95. Any Director who is appointed to any executive office or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may determine.
Pensions for Directors	96. The Directors shall have power to pay and agree to pay pensions or other retirement, superannuation, death or disability benefits to or to any person in respect of any Director or ex-Director who may hold or have held any executive office or any office of profit under the Company or any of its subsidiary companies and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums.

## MANAGING DIRECTORS

Appointment of Executive Directors	<p>97. (A) The Directors may from time to time appoint one or more of their body to be the holder of the office of Managing Director, on such terms and for such period as they may determine. Provided that the person appointed shall be first nominated by the Privileged Holders.</p> <p>(B) The appointment of any Director to the office of Managing Director shall be subject to termination if he</p>
------------------------------------	---

ceases from any cause to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company

Powers of  
Executive  
Directors

98 The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them as Directors (other than those exercisable by them only with the approval of the Trustees or those to be entrusted to the Editor of The Economist newspaper as herein provided) upon such terms and conditions and with such restrictions as they 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

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

Appointment of  
Directors by "A"  
Special  
Shareholders

99 (A) The holders of a majority in number of the "A" Special Shares for the time being issued may at any time appoint any person to be a Director of the Company and remove any Director so appointed Provided that not more than seven Directors so appointed shall hold office at the same time.

(B) Any such appointment or removal shall be effected by writing under the hands of such holders and shall be sent to or left at the Office and shall thereupon take effect

Appointment of  
Directors by "B"  
Special  
Shareholders

(C) The holders of a majority in number of the "B" Special Shares for the time being issued may at any time appoint any person to be a Director of the Company and remove any person so appointed Provided that (i) not more than six Directors so appointed shall hold office at the same time and (ii) such right shall remain in suspense so long as any of the "B" Special Shares are held by persons who are not Privileged Holders.

(D) Any such appointment or removal shall be effected by writing under the hands of such holders and shall be sent to or left at the Office and shall thereupon take effect

100. The Company in General Meeting shall have no power of appointing Directors

Vacation of  
office of  
Director

101.(A) The office of a Director shall be vacated in any of the following events, namely .-

(i) If he shall become prohibited by law from acting as a Director

(ii) If (not being a person holding for a fixed term an Executive office subject to termination if he cease from any cause to be a Director) he shall resign by writing under his hand left at the office

(iii) If (being such a person) he shall tender his resignation and the Directors shall resolve to accept the same.

(iv) If he shall have a receiving order made against him or shall compound with his creditors generally.

(v) If he shall become of unsound mind

(vi) If he shall be absent from meetings of the Directors for six months without leave and Directors shall resolve that his office be vacated

(vii) If he shall be removed from office under Article 99

(B) There shall not be any age limit for Directors.

Removal of  
Directors

102 The Company may in accordance with and subject to the provisions of the Statutes by Ordinary Resolution of which special notice has been given remove any Director before the expiration of his period of office notwithstanding any provision of these presents or of any agreement between the Company and such Director, but without prejudice to any claim he may have for damages for breach of any such agreement

ALTERNATE AND EXECUTIVE DIRECTORS

Provisions for  
appointing and  
removing  
alternate  
Directors  
Determination of  
appointment

103 (A) Any Director may at any time by writing under his hand and deposited at the Office appoint any person approved by the Directors to be his alternate Director and may in like manner at any time terminate such appointment.

(B) The appointment of an alternate Director shall ipso facto determine (i) on the happening of any event which if he were a Director would render him legally disqualified from acting as a Director, or (ii) if he has a receiving order made against him or compounds with his creditors generally, or (iii) if he becomes of unsound mind His appointment shall also determine ipso facto if his appointor ceases for any reason to be a Director

Notices

(C) An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him or an address to which notices may be sent in electronic form) be entitled to receive notices of meetings of the Directors and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and in the absence of his appointor from the United Kingdom he shall be entitled to sign any resolution in accordance with the provisions of Article 114. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these presents.

Expenses

(D) An alternate Director may be repaid by the Company such expenses as might properly be repaid to remunerate him if he were a Director and he shall be entitled to receive from the Company such proportion (if any) of the remuneration

otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but save as aforesaid he shall not in respect of such appointment be entitled to receive any remuneration from the Company

(E) The Directors may from time to time appoint any individual employed by the Company or by any subsidiary of the Company who is not a Director of the Company to be an officer of the Company with the title "executive Director". Any individual appointed to such office shall have such powers, duties and discretions as an officer of the Company as the Directors may from time to time determine either in a particular case or generally. Any individual appointed to such office shall not be a Director of the Company and shall automatically vacate his office on being appointed a Director of the Company and shall not be entitled to any rights or privileges conferred on Directors of the Company by the statutes or by these presents.

#### PROCEEDINGS OF DIRECTORS

Meetings of Directors	104. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director or alternate Director for the time being absent from the United Kingdom.
Votes	
Notice	
Quorum	105. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.
Declaration of interest	106. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest in accordance with the provisions of the Statutes.
Authorisation of Directors' Interests	107. For the purposes of Section 175 of the Companies Act 2006, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

Authorisation of a matter under this Article shall be effective only if:

- (a) the matter in question shall have been proposed in writing for consideration at a meeting of the Directors, in accordance with the board's normal procedures or in such other manner as the Directors may determine;
- (b) any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together the "Interested Directors"), and
- (c) the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted

Any authorisation of a matter under this Article may

- (a) extend to any actual or potential conflict of interest which may arise out of the matter so authorised;
- (b) be subject to such conditions or limitations as the Directors may determine, whether at the time such authorisation is given or subsequently;
- (c) be terminated by the Directors at any time;

and a Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation.

A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under this Article and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.

This Article does not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company

Permitted  
Interests

108 (A) Subject to compliance with Article 108(B) below a Director, notwithstanding his office, may have an interest of the following kind:

- (1) where a Director (or a person connected with him or a company of which he is an employee, director or other officer or any parent or subsidiary undertaking of such a company) is a party to, or otherwise interested in, any (or any proposed) contract, transaction or arrangement with any Relevant Company or in which the Company is otherwise interested;
- (11) where a Director (or a person connected with him) is a director or other officer of, or employed by, or

otherwise interested (including by the holding of shares) in, any Relevant Company,

- (iii) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest,
- (iv) an interest, or a transaction or arrangement giving rise to an interest, of which the Director is not aware; or
- (v) where the interest has been authorised by Ordinary Resolution.

A Director shall not infringe his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company where he has an interest permitted by Article 108(A) and no authorisation under Article 107 shall be necessary in respect of any such interest.

(B) A Director shall declare the nature and extent of any interest permitted under Article 108(A)(i) or (ii) at a meeting of the Directors or in such other manner as the Directors may determine

(C) A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected to him) derives from any such contract, transaction or arrangement or from any such office or employment of from any interest in any Relevant Company, each as referred to in Article 108(A), and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit

(D) For the purposes of this Article 108, "Relevant Company" shall mean

- (i) the Company,
- (ii) a subsidiary undertaking of the Company;
- (iii) any parent undertaking of the Company or a subsidiary undertaking of any such parent undertaking;
- (iv) any body corporate promoted by the Company,
- (v) any body corporate in which the Company is otherwise interested, and
- (vi) any member of the Company or a parent undertaking or subsidiary undertaking of any such member

#### Quorum and Voting

109. A Director shall not be entitled to vote on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which he (or a person connected with him) has an interest, unless the interest is solely of a kind permitted by Article 108(A)



A Director shall not be counted in the quorum at a meeting of the Directors in relation to any resolution on which he is not entitled to vote.

Confidential  
Information

110.(A) Subject to Article 119(B), if a Director, otherwise than by virtue of his position as Director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

- (1) to disclose such information to the Company or to the Directors, or to any Director, office or employee of the Company; or
- (11) otherwise use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

(B) Where such a duty of confidentiality arises out of a situation in which the Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 110(A) shall apply only if the conflict arises out of a matter which is authorised under Article 107 or permitted by Article 108(A).

(C) This Article is without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article.

Directors'  
Interests -  
General

111. For the purposes of Articles 107 to 111

- (a) Section 252 of the Companies Act 2006 shall determine whether a person is connected with a Director, and
- (b) an interest (whether of his or of such connected person) 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.

Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may, and shall if so requested by the Directors take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation:

- (a) absenting himself from any meetings of the Directors at which the relevant situation or matter falls to be considered; and

- (b) not reviewing documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information.

The Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of Articles 107 to 111

Proceedings in case of vacancies 112 The continuing Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these presents the continuing Directors or Director may act for the purpose of summoning General Meetings of the Company, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two members may summon a General Meeting.

Chairman 113 The Directors may elect a Chairman and Deputy Chairman and determine the period for which each is to hold office. Provided that no person may be appointed Chairman except with the approval of the Trustees. If no Chairman or Deputy Chairman shall have been appointed, or if at any meeting neither be present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting

Resolutions in Writing 114 A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors. Provided that, where a Director has appointed an alternate Director but is not himself in the United Kingdom, the signature of such alternate Director (if in the United Kingdom) shall be required

Power to appoint Committees 115. The Directors may delegate any of their powers (other than such powers as are exercisable only with the approval of the Trustees or as are to be entrusted to the Editor of The Economist newspaper) to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the Directors.

Proceedings at Committee meetings 116 The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions of these presents regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under the last preceding Article

Validity of acts  
of Directors in  
spite of some  
formal defect

117. All acts done by any meeting of Directors, or of a committee of Directors, or any person acting as a Director, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment or continuance in office of any such Director, or person acting as aforesaid, or that they or any of them were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

#### BORROWING POWERS

Power to borrow  
money and give  
security

118 (A) The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company and, subject to the Statutes, to issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company or that of any third party

Restriction on  
borrowings

(B) The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary companies (if any) so as to secure (but as regards the subsidiary companies only in so far as by the exercise of such rights or powers of control the Directors can secure) that the aggregate principal amount from time to time outstanding of all borrowings by the Company and/or any of its subsidiary companies (exclusive of borrowings by the Company owing to any subsidiary or borrowings by any subsidiary owing to the Company or another such subsidiary) shall not at any time without the previous sanction of an ordinary resolution of the Company exceed any amount equal to the greater of four times Earnings Before Interest Tax Depreciation and Amortisation ("EBITDA") and two times the Adjusted Capital and Reserves.

(C) For the purposes of this Article, "EBITDA" means the consolidated profit on ordinary activities, using United Kingdom generally accepted accounting principles, before interest expense, or interest income, taxes, depreciation, amortisation and extraordinary and exceptional items and profit or loss on sale or closure of businesses as shown by the latest audited financial statements of the Company and its subsidiary undertakings prepared for the purposes of the Statutes and approved by the Company in General Meeting Provided that, if the relevant period covered by the relevant financial statements is more, or less than 52 weeks by a week or more, EBITDA shall be the EBITDA shown by such financial statements divided by the number of weeks (to the nearest full week) in the relevant period multiplied by 52 and Further provided that if such financial statements had been prepared using United Kingdom generally accepted accounting principles which have changed from those used in

the financial statements in a way materially to reduce the EBITDA shown in them, the Directors may elect by notice to the Auditor that EBITDA shall for that year be calculated using the accounting principles used in the financial statements of the previous year.

(D) For the purposes of this Article "the Adjusted Capital and Reserves" means the aggregate of -

- (a) the amount paid up on the issued share capital of the Company; and
- (b) the amounts standing to the credit of the capital and revenue reserves of the Company and its subsidiary companies (including any share premium account, capital redemption reserve, reserves arising on a revaluation of fixed, tangible and intangible assets or on consolidation and any credit balance on profit and loss account);

as shown by the then latest audited consolidated balance sheet of the Company and any of its subsidiary companies prepared for the purposes of the Statutes, but after:-

- (c) making such adjustments as may be appropriate to reflect any variation in the amount of the paid up share capital or reserves (other than on profit and loss account) since the date of the relevant audited balance sheet and any variation in the amounts attributable to the interest of the Company in the share capital of any subsidiary company;
- (d) making such adjustments as may be appropriate in respect of any distribution declared, recommended or made by the Company out of profits earned up to and including the date of the latest audited balance sheet to the extent that such distribution is not provided for in such balance sheet,
- (e) deducting the amount of any debit balance on profit and loss account or any other account existing at the date of the relevant audited balance sheet to the extent that a deduction has not already been made on that account; and
- (f) adding back sums equivalent to the amount of goodwill arising on acquisitions of companies and businesses remaining in the ownership of the Company or any of its subsidiary companies at the date of calculation and which, at that date, had been written off against reserves or amortised through the profit and loss account in accordance with the accounting policies of the Company and its subsidiary companies.

(E) For the purposes of this Article "borrowings" include not only items referred to as borrowings in the audited

consolidated balance sheet of the Company and its subsidiary companies but also the following, except in so far as otherwise taken into account:-

- (a) the nominal amount of any issued share capital and the principal amount of any debentures or borrowed moneys of any person, the beneficial interest in which is not for the time being owned by the Company or any of its subsidiary companies, but the payment or repayment of which is the subject of a guarantee or indemnity by the Company and/or any of its subsidiary companies or is secured on the assets of any of them;
- (b) the outstanding amount raised by acceptances by any bank or accepting house under any acceptance credit opened on behalf of and in favour of the Company and/or any of its subsidiary companies, not being acceptances of trade bills for the purchase of goods or services in the ordinary course of business;
- (c) the principal amount of any debenture (whether secured or unsecured) of the Company and/or any of its subsidiary companies, which debenture is owned otherwise than by the Company and/or any of its subsidiary companies Provided that where the amount raised by the issue of any debentures, debenture stocks, loan stocks, bonds, notes or other indebtedness is less than the nominal or principal amount thereof (including for these purposed any fixed or minimum premium payable on final redemption or repayment but disregarding the expenses of any such issue) the amount to be treated as monies borrowed for the purpose of this Article shall, so long as the nominal or principal amount of such monies borrowed is not presently due and payable, be the nominal or principal amount thereof (together with any fixed or minimum premium payable on final redemption or repayment) but after deducting therefrom the unexpired portion of any discount applied to such amount in the audited balance sheet of the Company and accordingly any references in these presents to debentures or monies borrowed or borrowings or the nominal or principal amount thereof shall be read and construed subject to this proviso;
- (d) any fixed or minimum premium payable on the repayment of any borrowing or deemed borrowing; and
- (e) the capital value of any financial lease required to be capitalised and treated as a liability in the audited consolidated balance sheet of the Company and its subsidiary companies by any applicable accounting standard from time to time in force in the United Kingdom;

But do not include:-

- (f) an amount equal to the minority proportion of monies borrowed by a partly-owned subsidiary of the Company (after excluding any monies owing to the Company and/or any of its subsidiary companies) except to the extent that such monies borrowed are guaranteed by the Company or any of its wholly-owned subsidiary companies where for these purposes "minority proportion" means the proportion of the issued equity share capital of such partly-owned subsidiary which is not attributable to the Company; or
- (g) for a period of twelve months from the date upon which a company or business becomes acquired by the Company and/or any of its subsidiary companies, an amount equal to the monies borrowed by such company or business outstanding at the date when it becomes so acquired;

provided that, in calculating borrowings under this Article there shall be credited (subject, in the case of any item held or deposited by a partly-owned subsidiary company, to the exclusion of a proportion thereof equal to the proportion of the issued equity share capital of the partly-owned subsidiary which is not attributable to the Company or another subsidiary of the Company) against the amount of any monies borrowed the aggregate of -

- (h) cash in hand of the Company and/or any of its subsidiary companies,
  - (i) cash deposits and the balance on each current account of the Company and/or any of its subsidiary companies with banks in the United Kingdom and/or elsewhere if the remittance of the cash to the United Kingdom is not prohibited by any law, regulation, treaty or official directive,
  - (j) the amount of all assets ("short term assets") which might be included in "Investments - short term loans and deposits" in a consolidated balance sheet of the Company and/or any of its subsidiary companies prepared as at the date of the relevant calculation in accordance with the principles with which the then latest audited balance sheet was produced; and
  - (k) the amount of any cash or short term assets securing the repayment by the Company and/or any of its subsidiary companies deposited or otherwise placed with the trustee or similar entity in respect of the relevant borrowing
- (F) If so requested by the Directors, the Auditor may give a certificate as to the amount of EBITDA or the Adjusted

Capital and Reserves at any time which shall be conclusive and binding on all concerned Provided that the Directors may act in reliance on a bona fide estimate of the amount of EBITDA or Adjusted Capital and Reserves at any time and if in consequence the limit contained in this Article is inadvertently exceeded an Amount of borrowings equal to the excess may be disregarded until the expiration of three months after the date on which by reason of a certificate of the Auditor or otherwise the Directors become aware that such a situation has or may have arisen.

(G) Notwithstanding the foregoing, no lender or other person dealing with the Company or any of its subsidiary Companies shall be concerned to see or inquire whether the limit imposed by this Article is observed and no borrowing incurred or security given in excess of such Limit shall be invalid or ineffectual, except in the case of express notice to the lender or the recipient of the security at the time when the borrowing was incurred Or the security given that the limit imposed by this Article had been or would thereby be exceeded

#### GENERAL POWERS OF DIRECTORS

General power of Directors to manage Company's business

119. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Statutes or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these presents and to the provisions of the Statutes. No Special Resolution of the Company overriding the regulations of these presents shall invalidate any prior act of the Directors which would have been valid if such resolution had not been passed. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article Provided always that notwithstanding anything in these presents contained neither the Directors nor the Company in General Meeting shall have power without the previous approval of the Trustees in manner hereinafter provided to do or authorise the doing of any of the following things and the Directors shall exercise all powers of control exercisable by the Company over any subsidiary of the Company to procure that no subsidiary of the Company shall do any of such things, that is to say.-

(A) sell or otherwise dispose of the whole or a substantial part of the undertaking, property or assets of the Company or of such subsidiary (other than freehold or leasehold property or marketable securities) and in particular (without prejudice to the generality of the foregoing) sell or otherwise dispose of The Economist newspaper, or

(B) dismiss the Editor for the time being of The Economist newspaper otherwise than for fraud or gross and wilful breach of trust or duty, or

(C) appoint any person to be Editor of The Economist

newspaper except temporarily and in case of emergency and then only subject to such appointment being approved by the Trustees as aforesaid within a period not exceeding two months.

Provisions for employees on cessation or transfer of business

120. The Directors may make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a Director, former Director or shadow Director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary

Power to establish Local Boards, etc.

121. The Directors may establish any Local Boards or Agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such Local Boards, or any Managers or Agents, and may fix their remuneration, and may delegate to any Local Board, Manager or Agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the members of any Local Boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby

Power to appoint Attorneys

122. The Directors may from time to time and at any time by power of attorney under the seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the Attorney or Attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such Attorney as the Directors may think fit, and may also authorise any such Attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

Power to have a seal for use abroad

123. The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

Power to keep Dominion or Colonial register

124. The Company, or the Directors on behalf of the Company, may cause to be kept in any part of Her Majesty's dominions outside Great Britain, the Channel Islands and the Isle of Man in which the Company transacts business, a branch register or registers of members resident in such part of Her Majesty's dominions, and the Directors may (subject to the provisions of the Statutes) make and vary such regulations as they may think fit respecting the keeping of any such register



Signature of  
cheques and bills

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

Subscription for  
or purchase of  
the Company or  
its holding  
company

126. Except to the extent permitted by the Statutes no part of the funds of the Company shall be employed in the subscription for or purchase of or shares of in loans upon the security of shares in the Company or in any company which is its holding company nor shall the Company make any loan to any of the Directors or to any director of any company which is its holding company or enter into any guarantee or Directors provide any security in connection with any such loan.

Loans to  
Directors

#### EDITOR OF THE ECONOMIST NEWSPAPER

Appointment and  
duties of the  
Editor

127 Whenever a vacancy in the office of Editor of The Economist newspaper shall occur appointment to that office shall be made by the Directors subject to the provisions of Article 119 Any Editor thus appointed shall hold office for the period at the remuneration and on the terms to be determined by an Agreement to be entered into between him and the Company. Provided that every such Agreement shall contain provisions (a) entrusting to and conferring upon the Editor of The Economist newspaper the sole direction and control of the editorial policy of the said newspaper (b) imposing upon the Editor an obligation to maintain to the best of his ability the general character and traditions of The Economist newspaper and (c) requiring the Editor to confer with the Board of Directors whenever the Editor or the Board of Directors shall consider such a conference desirable with a view to maintaining the general character and traditions of The Economist newspaper.

#### TRUSTEES

Present Trustees

128. The Trustees herein referred to shall be four in number.

Vacation of  
office by Trustee

129. The office of Trustee shall be vacated in the same events as the office of Director becomes vacated under paragraphs (1) (11) (1v) and (v) of Article 101(A) or in the event of the Trustee dying or refusing to act and any vacancy in the body of Trustees so occurring may be filled up by the continuing or surviving Trustees (being less than two in number) or by a majority of them appointing some person to fill the vacancy by writing under their hands left at the Office and accompanied by a consent in writing by the person appointed to act

Secretary to  
notify Continuing  
Trustees

130 Whenever a vacancy in the office of Trustee occurs the Secretary shall with all reasonable despatch notify the continuing Trustees of the fact and call their attention to

the provisions of these presents relating to the appointment of new Trustees, and if the vacancy is one which reduces the number of Trustees to two and the surviving or continuing Trustees do not within two months after such notice is given fill up the vacancy the holders of a majority of the issued "A" Special Shares may at any time thereafter whilst such vacancy continues fill up the same by appointing a person selected by them to be a Trustee.

Eligibility as  
Trustee

131 No person shall be eligible for appointment as Trustee who is connected with the Company.

Power of  
Continuing  
Trustee to act

132. The continuing Trustees may act notwithstanding any vacancy in their number but should the number of Trustees be reduced to two such continuing Trustees may act only for the purpose of filling up vacancies in the body of the Trustees.

Meetings of  
Trustees

133 Meetings of the Trustees shall be convened by the Secretary on the instructions of the Directors or of any Trustee whenever a meeting of the Trustees is required for any purpose of these presents by notice given to all the Trustees by registered letters addressed to them at their last known addresses and posted at least fourteen clear days before the day of meeting and every such meeting shall be convened to be held on a week-day at a convenient hour.

134 All notices convening the meeting shall state that the same is convened pursuant to the Company's Articles and the purposes for which the same is convened and shall be accompanied (in the case of a meeting convened for considering the suitability of a proposed transferee or subscriber of "A" Special or "B" Special Shares) by copies of the transfer notices to be considered and accompanying statutory declarations.

135. Meetings of the Trustees shall be convened to be held at the registered office of the Company or at such other place as the Board of Directors with the previous approval of at least three Trustees shall determine.

136 The quorum for Meetings of the Trustees shall (when there are four Trustees) be three Trustees personally present or (when there are three Trustees only) be two Trustees personally present and no business shall be transacted unless such quorum is present when the Meeting proceeds to business.

137 If within fifteen minutes from the time appointed for the holding of any Meeting of the Trustees a quorum is not present the Meeting shall stand adjourned for fourteen days and shall accordingly be held at the same time and place on the corresponding day of the next week but one (seven days' notice of the adjourned Meeting being given) and if at such adjourned Meeting a quorum is not present within fifteen minutes from the time appointed for holding the Meeting the Meeting shall be dissolved; but in that event those of the Trustees who shall not have attended either meeting

(otherwise than owing to temporary ill-health or absence abroad) shall (if so resolved by the Directors) be deemed to have refused to act and shall vacate office accordingly, and so soon as new Trustees shall have been appointed in their places the Directors may cause a fresh Meeting of the Trustees to be convened for the purpose of transacting the business which should have been transacted at the dissolved Meeting.

138 All decisions of any Meeting of the Trustees shall be by a majority of votes of the Trustees present and in case of an equality of votes the Chairman of such Meeting shall have a second or casting vote. A Resolution in writing signed by all the Trustees shall be treated for all purposes as the equivalent of a decision by a majority of votes of the Trustees at a Meeting of the Trustees duly convened and held.

139 The Trustees present at any Meeting of the Trustees shall elect a Chairman of such Meeting who shall take the Chair

140. Subject to the foregoing provisions the Trustees may meet together for the despatch of business, adjourn, and otherwise regulate their Meetings as they think fit, and they shall be entitled to but shall not be bound to request any proposing transferor or any proposed transferee or subscribers or any person proposed to be appointed to or to be dismissed from the office of Editor of The Economist newspaper, or any Director, officer or employee of the Company or any other person to attend before the Trustees and to answer such questions as the Trustees may think fit to put and to give to the Trustees any information desired by them

141. The Secretary of the Company shall attend at all Meetings of the Trustees and place before the Trustees all documents and papers in the Company's possession which the Trustees may desire to see and perform all such secretarial duties as the Trustees may require but the Secretary shall be bound to retire from the Meeting whenever so required by the Trustees

142. Minutes of the proceedings and decisions of the Trustees shall be made in a book to be provided for the purpose by the Company such Minutes to be entered up by the Secretary in accordance with the Instructions of the Trustees and Minutes of any Meeting of the Trustees so entered and signed by the Trustee acting as Chairman of such Meeting (or failing him by the Chairman of the next succeeding Meeting with the sanction of that Meeting) shall be conclusive evidence of the proceedings and Resolutions passed at such Meeting and that the said Meeting was duly convened and held

## SECRETARY

Appointment 143. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company

## THE SEAL

Formalities for affixing seal 144 The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall (subject to the provisions of these presents as to certificates for shares or debentures) be signed by a Director and shall be countersigned by a second Director or by the Secretary.

## AUTHENTICATION OF DOCUMENTS

Power to authenticate documents 145.(A) Any Director or the Secretary 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, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom 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 thereof shall be deemed to be a person appointed by the Directors as aforesaid

(B) Where these Articles require a notice or other document to be signed or authenticated by a member or other person, then any notice or other document sent or supplied in electronic form is sufficiently authenticated in any manner authorised by the Company Communications Provisions (which shall have the meaning set out in Section 1143 of the Companies Act 2006) or in such other manner as may be approved by the Directors. The Directors may designate mechanisms for validating any such notice or other document, and any such notice or other document not so validated by use of such mechanisms shall be deemed not to have been received by the Company.

Certified copies of resolution of the Directors 146 A document purporting to be a copy of a resolution of the Directors or an extract from the minutes of a meeting of the Directors which is certified as such in accordance with the Provisions of the last preceding Article shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract

is a true and accurate record of a duly constituted meeting of the Directors

#### DIVIDENDS

- |  |   |
|--|---|
| Payment of dividends                           | 147 The Company may by Ordinary Resolution declare dividends but no dividend shall be payable except out of the profits of the Company, or in excess of the amount recommended by the Directors   |
| Apportionment of dividends                     | 148 Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article no amount paid on a share in advance of calls shall be treated as paid on the share.  |
| Payment of interim dividends                   | 149. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time pay interim dividends of such amounts and on such dates as they think fit.  |
| Profit earned before acquisition of a business | 150. Subject to the provisions of the Statutes, where any asset, business or property is bought by the Company as from a past date the profits and losses thereof as from such date may at the discretion of the Directors in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Directors be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof. |
| Share premium account                          | 151 If the Company shall issue shares at a premium, whether for cash or otherwise, the Directors shall transfer a sum equal to the aggregate amount or value of the premiums to an account to be called "Share Premium Account" and any amount for the time being standing to the credit of such account shall not be applied in the payment of dividends   |
| Dividends not to bear interest                 | 152 No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.   |
| Deduction of debts due to Company              | 153. The Directors may deduct from any dividend or other moneys payable to any member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.  |
| Retention of dividends                         | 154. The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has   |

a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists

Retention of dividends

155 The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same

Unclaimed dividends

156. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

Payment of dividends in specie

157. The Company may upon the recommendation of the Directors by Ordinary Resolution direct payment of a dividend in whole or in part by the distribution of specific assets and in particular of paid-up shares or debentures of any other company or in any one or more of such ways and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors

Dividends payable by cheque

158. Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto, or, if two or more persons are registered as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons or to such person and such address as such person or persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.

Dividends due to joint holders

159 If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or

other moneys payable on or in respect of the share

#### RESERVES

Power to carry profit to reserve	160. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for any 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. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits
Application of reserve	
Division of reserve into special funds	
Power to carry forward profits	

#### CAPITALISATION OF PROFITS AND RESERVES

Power to capitalise	161.(A) The Company may upon the recommendation of the Directors by Ordinary Resolution resolve that it is desirable to capitalise any sum standing to the credit of any of the Company's reserve accounts (including Share Premium Account and Capital Redemption Reserve Fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution, provided that such sum be not required for paying the dividends on any shares carrying a fixed cumulative preferential dividend, and accordingly that the Directors be authorised and directed to appropriate the sum resolved to be capitalised to the holders of the Ordinary "A" Special and "B" Special Shares in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend on such Shares and to 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 new shares or debentures of the Company of a nominal amount equal to such sum, such shares or debentures to be allotted and distributed credited as fully paid up to and amongst them in the proportion aforesaid or partly in one way and partly in the other: Provided that (i) Share Premium Account and Capital Redemption Reserve Fund may only be applied hereunder in the paying up of new shares to be issued as fully paid (ii) no debentures issued as aforesaid may carry any right of conversion (in whole or in part) into, or any option over, or preferential right to subscribe, any shares in capital of the Company and (iii) shares issued under this Article shall consist of further Ordinary Shares, "A" Special and "B" Special Shares which shall be allotted (in the case of the further Ordinary Shares) to the holders of the then existing Ordinary Shares and shall be allotted and issued (in the case of the "A" Special Shares and "B" Special Shares) to the holders of the then existing "A" Special Shares and "B" Special Shares respectively.
---------------------	--

Procedures on  
capitalisation

(B)Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the sum resolved to be capitalised thereby and all allotments and issues of fully paid shares or debentures (if any) and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or by the allotment of shares or debentures representing fractions upon trust to sell the same and to distribute the net proceeds of sale in accordance with fractional entitlements or otherwise howsoever as they think fit for the case of shares or debentures becoming distributable in fractions and also to authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for the allotment credited as fully paid up of any shares or debentures-to be issued upon such capitalisation and any agreement made under such authority shall be effective and binding on all concerned.

#### MINUTES AND BOOKS

Minutes

162 The Directors shall cause Minutes to be made in books to be provided for the purpose:

- (A) Of all appointments of officers made by the Directors.
- (B) Of the names of the Directors present at each meeting of Directors and of any committee of Directors
- (C) Of all resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and of committees of Directors.

Keeping of  
registers, etc.

163. The Directors shall duly comply with the provisions of the Statutes and in particular the provisions in regard to registration of charges and in regard to keeping a Register of Directors and Secretaries, a Register of Members, a Register of Mortgages and Charges and a Register of Directors' Share and Debenture Holdings and to the production and furnishing of copies of or extracts from such Registers.

Form of  
registers, etc.

164 Any register, index, minute book, book of account or other book required by these presents or the Statutes to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery

#### ACCOUNTS

Inspection of  
books

165. The books of account shall be kept at the Office, or at such other place within Great Britain as the Directors think fit, and shall always be open to the inspection of the



Directors No member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors

Presentation of accounts 166. The Directors shall from time to time in accordance with the provisions of the Statutes cause to be prepared and to be laid before a General Meeting of the Company such profit and loss accounts, balance sheets, group accounts (if any) and reports as may be necessary

Copies of accounts 167. A copy of every balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by law to be annexed thereto) together with a copy of every report of the Auditors relating thereto and of the Directors' report shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notice from the Company under the provisions of the Statutes or of these presents provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or to more than one of joint holders, but any member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office. If quotation on The Stock Exchange, London, and/or any other Stock Exchange in the United Kingdom, for all or any of the shares or debentures of the Company shall for the time being be in force there shall be forwarded to the Secretary of the Share and Loan Department, The Stock Exchange, London, and/or the appropriate officer of any other such Stock Exchange, such number of copies of such documents as may for the time being be required under its regulations or practice.

#### AUDITORS

Validity of acts of Auditors in spite of some formal defect 168 Subject to the provisions of the Statutes, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment

Auditor's right to receive notices of and attend and speak at General Meetings 169. The Auditor shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any member is entitled to receive, and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor.

#### NOTICES

Service of Notices 170 (A) The provisions of Sections 1144 to 1146, Section 1148 and Schedules 4 and 5 of the Companies Act 2006 have effect,

subject to the provisions of Articles 170 to 173, for the purpose of any provision of the Companies Act 2006 or these Articles that authorises or requires notices, documents or information to be sent or supplied by or to the Company. The provisions of this Article relating to deemed delivery of notices, documents or information shall have effect in place of Section 1147 of the Companies Act 2006.

Electronic  
Notices

(B) The Company may, subject to and in accordance with the Companies Act 2006 and these presents, send or supply all types of notices, documents or information to members by electronic means

Deemed Delivery

(C) Any notice, document or information (including a share certificate) which is sent or supplied by the Company in hard copy form, or in electronic form but to be delivered other than by electronic means, and which is sent by pre-paid post and properly addressed shall be deemed to have been received by the intended recipient at the expiration of 24 hours (or, where first class mail is not employed, 48 hours) after the time it was posted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed, pre-paid and posted.

(D) Any notice, document or information which is sent or supplied by the Company by electronic means shall be deemed to have been received by the intended recipient 24 hours after it was transmitted, and in proving such receipt it shall be sufficient to show that such notice, document or information was properly addressed.

Service of  
notices in  
respect of joint  
holdings

171. (A) In respect of joint holdings all notices shall be given to that one of the joint holders whose name stands first in the Register of Members, and notice so given shall be sufficient notice to all the joint holders

(B) Anything which needs to be agreed or specified by the joint holders of a share shall for all purposes be taken to be agreed or specified by all the joint holders where it has been agreed or specified by the joint holder whose name stands first in the Register of Members in respect of the share

(C) The provisions of this Article shall have effect in place of the provisions of Schedule 5 of the Companies Act 2006 regarding joint holders of shares.

Service of  
notices after  
death or  
bankruptcy of a  
member

172. A person entitled to a share in consequence of the death or bankruptcy of a member upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also an address within the United Kingdom for the service of notices or an address to which notices may be sent in electronic form, shall be entitled to have served upon him at such address any notice or document to which the member but for his death or bankruptcy would be entitled, and such service shall for all purposes be deemed a sufficient service of such notice or

document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent to any member in pursuance of these presents shall, notwithstanding that such member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy be deemed to have been duly served in respect of any share registered in the name of such member as sole or first-named joint holder. The provisions of this Article shall have effect in place of the provisions of Schedule 5 of the Companies Act 2006 regarding the death or bankruptcy of a holder of shares in the Company

No address  
within United  
Kingdom

173 A member who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for the service of notices or an address to which notices may be sent in electronic form shall not be entitled to receive notices from the Company

#### WINDING UP

Distribution of  
assets in specie

174. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court) the Liquidator may, with the authority of a Special Resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The Liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

#### INDEMNITY, INSURANCE AND DEFENCE FUNDING

Indemnity of  
Directors and  
Officers

175.(A) Subject to the provisions of, and so far as may be permitted by and consistent with the Companies Act 2006, every Director and former Director and officer and former officer of the Company and of each of the Associated Companies of the Company shall be indemnified by the Company out of its own funds against:

(1) any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any Associated Company of the Company other than

(a) any liability to the Company or any Associated Company, and

(b) any liability of the kind referred to in Section 234(3) of the Companies Act 2006; and

(11) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office.

(B) Subject to the Companies Act 2006, the Company may indemnify a Director or former Director or officer or former officer of the Company and any Associated Company of the Company if it is the trustee of an occupational pension scheme (within the meaning of Section 235(6) of the Companies Act 2006).

(C) Where a Director or former Director or officer or former officer is indemnified against any liability in accordance with this Article 175, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto

(D) In this Article, "Associated Company" shall have the meaning given thereto by Section 256 of the Companies Act 2006.

#### Insurance

176 (A) Without prejudice to Articles 175(A) to 175(D) above, the Directors shall have power to purchase and maintain insurance for or for the benefit of (i) any person who is or was at any time a Director or officer of any Related Company (as defined in Article 176(B) below), or (ii) any person who is or was at any time a trustee of any pension fund or employees' share scheme in which employees of any Related Company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by or attaching to him in respect of any act or omission in the actual or purported execution and/or discharge of his duties and/or in the exercise or purported exercise of his powers and/or otherwise in relation to his duties, powers or offices in relation to any Related Company, or any such pension fund or employees' share scheme (and all costs, charges, losses, expenses and liabilities incurred by him in relation thereto).

(B) For the purpose of Article 176(A) above, "Related Company" shall mean the Company, any holding company of the Company or any other body, whether or not incorporated, in which the Company or such holding company or any of the predecessors of the Company or of such holding company has or had any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of such other body

#### Defence Funding

177. (A) Subject to the provisions of and so far as may be permitted by the Companies Act 2006, the Company

(1) may provide a Director or former Director or officer or former officer of the Company or any Associated Company of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company of the Company or in connection with any application for relief under the provisions mentioned in Section 205(5) of the Companies Act 2006; and

(11) may do anything to enable any such Director or former Director or officer or former officer to avoid incurring such expenditure

(B) The terms set out in Section 205(2) of the Companies Act 2006 shall apply to any provision of funds or other things done under Article 177(A)

(C) Subject to the provisions of and so far as may be permitted by the Companies Act 2006, the Company:

(1) may provide a Director or former Director or officer or former officer of the Company or any Associated Company of the Company with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any Associated Company of the Company, and

(11) may do anything to enable any such Director or former Director or officer or former officer to avoid incurring such expenditure

(D) In Articles 177(A) to 177(C), "Associated Company" shall have the meaning given thereto by Section 256 of the Companies Act 2006

#### PRIVATE COMPANY

Restrictions on  
Private Company

178 The Company is a Private Company, and accordingly

(A) The right to transfer shares in the Company shall be restricted in the manner provided by these presents

(B) No invitation shall be made to the public to subscribe for any shares or debentures of the Company

---

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

E RUDLAND,  
2 Bond Court,  
Walbrook,  
London EC4

Clerk

L TOMS,  
2 Bond Court,  
Walbrook,  
London EC4

Clerk

---

Dated this 7th day of January 1929.

Witnesses to the above Signatures:

H HILLIARD ATTERIDGE,  
2 Bond Court, Walbrook,  
London EC4

Solicitor